



'OHANA

HUNT MILITARY COMMUNITY



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PRIVATIZATION

MCBH Kaneohe Bay, Hawaii is one of numerous installations to begin privatizing their family housing communities. As such, Ohana Military Communities, LLC, a partnership between Hawaii Military Communities, LLC (HMC) and the Marines, is proud to assume responsibility for the military family Residents' housing needs. Hunt MH Property Managers, LLC as the Agent for Ohana Military Communities, LLC, will perform the day-to-day management responsibilities. The Hunt MH Property Managers, LLC team at conveniently located Resident Services Offices (RSOs) stands ready to assist residents in every possible way to offer superior, quality housing services while they are stationed in Hawaii so their assignment is pleasant and memorable.

ACRONYMS

GM	General Manager
RSM	Resident Services Manager
RSO	Resident Services Office
MCFHO	Marine Corps Family Housing Office

COMMON DEFINITIONS

Agent/Property Manager	Hunt MH Property Managers, LLC (PM)
Guest	Guest of Resident
Occupant	Children, parent, sibling
Owner	Ohana Military Communities, LLC
Premises	Home, garage/carport/designated parking, yard(s), and storage sheds
Quiet Hours	2200 Hours through 0600 Hours
Residents	Parties signing the Lease Agreement

EMERGENCY NUMBERS

Police, Fire, Ambulance	911
Maintenance Service Request Line	808-470-5400
Resident Services Office	808-470-5400

1. ALTERATIONS AND DECORATING

Any alterations to the Premises must be submitted to the RSO in writing. This includes interior and exterior repainting; changes to or installation of mechanical, electrical, plumbing, and structural equipment or major appliances; alterations to the configuration of the Premises; wallpapering; and replacement of fixtures. Approval must be granted in writing **prior** to starting the work or purchasing materials. The approval will specify the terms and conditions for maintenance and liability. Once approval has been granted, the Resident is responsible for the continued maintenance of the improvement. Resident shall be responsible for all costs for repair or replacement of any removals or changes.

It is understood that when the Resident vacates, walls must be restored to the original color or Resident will be charged for any additional cost of paint required to return the Premises to its original condition.

Small nails may be used to hang pictures unless the Resident Services Manager recommends other devices. No spikes or hooks shall be driven into the walls or woodwork. Fixtures used for window covering, shall not be attached to any window frame.

Owner-furnished blinds may not be removed or replaced except by Owner. Windows may not be covered with aluminum foil or any other type of tinting/darkening product.

If you are a Resident of a historic home and have executed a Historic Home Addendum you must comply with the Addendum as well as this section of the Community Handbook. In the event of conflict, the Historic Home Addendum shall apply.

2. APPLIANCES

Resident is not to perform any maintenance on appliances other than normal cleaning with non-abrasive kitchen cleaners. The Resident will be responsible for any damage caused by any attempted repairs. Please contact the RSO for assistance.

Dishwasher

During the move-in process the Relocation Specialist will provide instructions on the operation of dishwasher and point out any special features. Following are some suggestions for safe and efficient use of the dishwasher:

- Use dishwashing detergent made only for dishwashers (Electrasol, Cascade, etc.).
- Remove excess food and debris before loading.
- Arrange dishes so water can run off.
- Remove paper labels before washing jars or cans.
- Determine if the glassware, dishes, pots and pans are dishwasher safe.
- Wash by hand all hand-painted china, woodenware, colored aluminum or cast iron pots and pans, and plastic or rubber dishes/utensils not specifically labeled 'dishwasher safe'.
- Frequently check/clean the filter in the bottom of the dishwasher.

Garbage Disposal

These units are very handy but must be used with care as they are easily damaged. To properly operate the garbage disposal:

- Keep the drain stopper in when not in use.
- Remove the drain stopper, turn on the cold water, and keep it going during the entire operation to thoroughly flush ground waste into the main wastewater lines.
- Turn on the wall switch to start the disposal and feed food waste directly into the disposal.
- Never put your fingers or hand or any utensil into a running disposal.
- Run the disposal until food grinding can no longer be heard.
- Do not put grease, bones, meat gristle, corncobs, glass, foil, bottle caps, cigarettes or other very hard or fibrous foods down the garbage disposal.
- Never put chemical drain cleaners down the disposal, as serious corrosion and damage may result. Resident will be responsible for any damage caused by improper use.

Prior to calling the Maintenance Service Request Line (808-470-5400), do the following:

- Determine what recently was processed by the disposal before calling. This will help them determine the problem.
- Press the reset button on the bottom of the unit and try the switch again. Refer to the appliance manual or call the Maintenance Service Request Line and ask for instructions if the reset button cannot be located.

Refrigerator

Routine cleaning of the refrigerator will improve efficiency and sanitation. The exposed sides of the refrigerator should be cleaned frequently with a damp cloth and mild soap and warm water or a spray cleaner. Abrasive cleansing powders should not be used on the refrigerator. Periodic cleaning of the drip pan under the refrigerator is recommended. If the refrigerator coils are accessible without moving it, periodic vacuuming will help its efficiency.

Call the Maintenance Service Request Line if the refrigerator is not cooling or freezing properly or if any parts are broken. Please do these simple tests before calling the Maintenance Service Request Line for service:

- If the light is not on, check to see if the power cord is plugged in and check the bulb.
- If the plug is secure and the refrigerator fails to operate, plug another appliance into the same outlet to check for power.
- Check the temperature control dial; it may be turned OFF. If the refrigerator still does not operate properly, call the Maintenance Service Request Line.

Leave the refrigerator on with the temperature control at its normal position if away from the Premises for less than a month. Turn the temperature control to low during longer periods of absence. Placing an open box of baking soda or used coffee grounds in the refrigerator will help to absorb odors. Be sure to discard perishables such as meats, milk, and produce to maintain proper

sanitation while away. Do not leave the refrigerator turned off or unplugged, regardless of the length of time of the absence.

Stoves, Ovens & Microwaves

The proper use and care of stoves, ovens, and microwaves will not only save utilities and repairs, it will give better results in cooking and baking and may prevent serious injury or fire. Routine cleaning will make preparing for the final inspection much easier. Here are a few pointers that may help:

- Wash drip pans frequently and wipe spilled food from the burners as soon as they have cooled.
- Clean under the stovetop frequently. Spilled grease and food contribute to fires.
- **Non- self-cleaning oven** - Remove any burned food on the bottom of the oven or on racks with a brush or by soaking in water. Commercial oven cleaners also help. Resident will be charged for any damage to the oven caused by improper cleaning or use.
- **Self-cleaning or continuous-cleaning oven** - Read the appliance manual for proper use. Call the Maintenance Service Request Line if the appliance manual is missing. **DO NOT** use oven cleaner or leave racks in the oven during the cleaning process. Resident will be charged for any damage caused by improper cleaning or use. Clean the oven as needed; long-term or accumulated staining and soil is harder to remove.
- **Microwaves**—Read the appliance manual. **DO NOT** put metal objects in microwave. Supervise use at all times.

Water Heaters

Do not attempt to adjust temperature or any type of setting or valves on the water heater. Tampering with water heater valves can be dangerous. Leaks, breaks or lack of hot water should be reported to the Maintenance Service Request Line. NEVER use the space surrounding the water heater for storage; it is a serious fire hazard.

3. CABLE TELEVISION/INTERNET/SATELLITE DISH/ANTENNA

Resident is financially responsible for all costs incurred for installation of cable TV and/or Internet service or connections. Additionally, all costs for service are payable by the Resident.

Each Premise is equipped with at least one cable TV connection. The names of the cable companies serving the Neighborhood will be provided at move-in. Prior written approval is required for installation of additional hook-ups. Request forms are available from the RSO.

Satellite dishes are permitted with prior Owner approval and a completed Satellite Dish Addendum to the Lease Agreement. An antenna or dish may receive but not transmit signals; with the exception of Internet service. Approval is required before installation; we strongly recommend seeking approval before signing a contract.

The satellite dish must be installed by a professional installer that has workers' compensation insurance and adequate public liability insurance and in strict accordance with the plans and specifications submitted and approved by Owner. The plans must set forth the precise location of the satellite dish and all wiring including cable raceways and other facilities to be installed.

The satellite dish must be located entirely within the Premises and shall not be installed in any common area. The satellite dish shall not be installed on outside walls, outside windowsills, roofs, balconies or any other area determined by Owner to be a detriment to the Neighborhood. No holes may be drilled through outside walls, glass, window, roofs, balconies, railings or anything else for installation of any components of the satellite dish. The satellite dish must not hang over any patio/balcony or extend beyond the patio/balcony railing line.

Additionally, the installation: (1) must comply with reasonable safety standards; (2) may not interfere with property's cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to property's telecommunications systems; and (4) may not be connected to the electrical system except by plugging into a 110-volt duplex receptacle. Owner may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

The Resident will remove the satellite dish/antenna on or before the expiration or termination of the Lease Agreement and repair all damage caused by the removal and restoration of the Premises.

Please respect your neighbor's right to the quiet enjoyment of their home by controlling the volume of your televisions and stereos. Please note that CB base stations or radio/television arials and wires are not permitted on any part of the Premises.

4. CHANGES IN STATUS

BAH Change

When Resident's BAH rate changes, at any time for any reason, Resident must notify Owner within fourteen (14) business days of the change and complete any necessary documentation. Resident will be responsible for the payment of Rent at the changed rate from the effective day of any change and payable when received by Resident. Resident agrees that the foregoing constitutes effective notice from the Owner of the change in the amount of the monthly Rent, which will take effect upon any increase in Resident's applicable BAH. Failure to notify the Owner of an increase in the BAH does not alleviate Resident responsibility for payment of the changed Rent, and may result in late fees being assessed.

Change in Rank or Family Composition

When Resident's military rank or family composition changes, (i.e., increase or decrease in dependents or change in marital status), Resident must notify your RSO within fourteen (14) business days of the change.

In the case of the change in family composition, the Resident may move into larger Premises, when available and upon MCFHO's confirmation of the Resident's eligibility for a larger home. Residents must have at least one (1) year remaining in their Hawaii assignment at the time of the relocation. Once Premises become available, Resident will be responsible for all costs associated with the move.

In the case of an increase in military rank that allows for a larger Premise or change in neighborhood, the Resident may move to a different home or neighborhood upon confirmation that the Resident has been approved to wear the rank O6, E8, O4, or E6. Resident must have at least one (1) year remaining in their Hawaii assignment at the time of relocation. Once Premises become available, Resident will be responsible for all costs associated with the move.

5. CHILD BEHAVIOR AND CHILD CARE

Parents are responsible for the behavior, safety, proper discipline and well being of their children, regardless of age.

For safety, as well as the convenience of others, we require an adult to accompany children under the age of ten (10) in the Neighborhood or common area.

Children less than 12 years of age may not baby-sit other children (including their siblings) in the Premises or Neighborhood. All prospective babysitters between the ages of 12 and 17 are required to complete the "Babysitting" course, which will be provided by the American Red Cross.

Age of Child	May Be Left Unattended In Premises	May Be Left Alone Overnight	May Be Left On Playground Unsupervised
0-5	No	No	No
6-9	No	No	Yes*
10-11	Yes**	No	Yes
12-15	Yes	No	Yes

*Adult within hearing or visual contact

** No more than three hours

Resident must obtain written approval from the RSO to operate a childcare program in the home. Resident may provide in-home childcare ONLY through participation in the MCCS Family Child Care (FCC) program. Resident must be certified through the Marine Corps sponsored FCC Program if childcare is conducted in the Premises for more than 10 cumulative hours per week (e.g., a Resident caring for three children for four hours is providing 12 hours of child care). Resident must also comply with all applicable state and local laws regarding childcare. Resident must have appropriate insurance coverage. The Resident will be required to bring appropriate licensing and insurance information to the RSO prior to operating the childcare business from the Premises and provide all renewals upon request by the RSM. Resident is responsible for any damages to third parties arising from the in home childcare program. Conducting an unauthorized childcare business shall result in an immediate cease of operations and may also result in eviction. Resident is responsible for any damage to the Premises as a result of the in- home childcare.

6. COMMON AREAS

All common areas, including but not limited to parking lots, stairwells, breezeways, jogging trails, laundry rooms, courtyard areas, the grounds surrounding the Premises, clubrooms, sport courts, creeks, lakes and pools must be kept clear at all times of trash, refuse and other obstructions. Please be aware that all items left unattended in common areas may be removed and disposed of by the RSO without notification.

Common areas are for the use and enjoyment of all Residents at the Neighborhood. Any Resident, Occupant or Guest(s) behaving in an unreasonable, illegal and/or offensive manner will be required to leave the common areas and such conduct shall constitute a breach of the Lease Agreement.

7. COLLECTIONS

Rent Collections:

Residents who have not paid their rent by the fifth (5th) calendar day after the due date will be assessed a twenty-five dollar (\$25.00) late fee. A late fee will not be assessed if the late payment is due to non-receipt of an Allotment or UDEFT. Resident Services Manager will make reasonable attempts to advise the Resident of the delinquency by telephone on, or around, the 6th of the month. If the Resident fails to pay the amount due by the 10th of the month, a Demand for Payment and Notice of Delinquency (Five Day Pay or Quit Letter) will be served upon the Resident in accordance with the Hawaii Landlord Tenant Laws. A copy of the Demand for Payment and Notice of Delinquency will be provided the MCFHO Office. If the Resident fails to respond within 5 business days of receipt of the Demand for Payment and Notice of Delinquency, the Property Manager may initiate legal action to evict the Resident.

Outstanding Charges:

Residents who move-out of a Neighborhood with a balance owing will have thirty (30) days to pay all amounts owed in full. If payment or payment plan is not rendered or established within thirty (30) days of move out, the RSO will initiate collection through a collection agency.

Returned Checks:

Checks returned due to insufficient funds will not be re-deposited. If a check is returned to the Agent, the Resident will be served with a legal notice and assessed a twenty-five dollar (\$25.00) fee. If the bank returns two checks, all future rental payments must be paid by Allotment or UDEFT, cashier's check, certified check or money order only. If the Resident does not redeem the returned check with a money order or cashier's check by the expiration of the legal notice, the Agent will initiate eviction proceedings and notify the MCFHO.

8. COMMUNITY CENTERS & SERVICES

Some Neighborhoods will have use of a Community Center(s), for social events, classes, Neighborhood projects and other related events. Owner will offer a variety of programs to the Residents. These programs will be listed in the Resident Newsletter. The following policies are to be followed by the Resident:

- Resident, Occupants and Guests will comply with and obey all safety and posted regulations in the Community Centers.
- Resident shall immediately report any malfunctioning equipment in the Community Centers.
- Resident is solely responsible for the behavior and actions of the Occupants and Guests at the Community Centers.

Please keep in mind that from time to time the Owner may provide various services, equipment and facilities for Resident's use at their own risk. Resident acknowledges that the use of the services or facilities may be canceled or modified at any time, at the sole discretion of Owner, and Resident will not be entitled to any reduction in Rent.

Deployed Dependant Program:

Families of deployed service members may visit the RSO to inquire about and enroll in the Deployed Dependent Program. This program will assist the families of those military members who have been deployed with certain tasks, such as assistance with backyard lawn maintenance. Spouses and remaining family members acting as the head of household will be offered assistance with, but not limited to, limited toy and furniture assembly and support peer groups.

Family Leave Program:

Service personnel and their families who leave their home for more than 14 days at one time may be eligible for the Family Leave Program. Residents may visit the RSO to enroll in the Family Leave Program. This program includes services such as backyard lawn maintenance, weekly preventative home visits to determine no emergency situations have occurred, and postal forwarding.

9. COMMUNITY SPORTS AND RECREATIONAL AREAS

Use of sport and recreational areas are at the Residents, Occupants, and Guests own risk. Owner and Agent are to be held harmless for any and all injuries, accidents, or losses suffered while using facilities, other than those that may result from the negligence or willful misconduct of Owner or Agent. Owner does not make any warranties concerning the equipment or facilities, and Residents agree representations have not been made regarding the safety, desirability or quality of equipment or facilities. Residents will be responsible for the cost of any repair or service on equipment or facilities due to misuse by Resident, Occupant or Guests. Resident shall notify Owner of any malfunctioning equipment or facilities.

10. DRUG FREE POLICY

Resident, Occupants, and Guests will not commit any acts or use the Premises or common areas in such a way as to violate any law, ordinance, including laws prohibiting the use, possession or sale of illegal drugs. Violation of the drug policy shall result in immediate eviction.

11. ENERGY AND WATER CONSERVATION

The goal of energy and water conservation is two-fold; (1) to ensure the essential need of the Resident is met without wasting our natural resources and (2) to reward Residents practicing energy conservation and educate those Residents who are not yet conserving.

The Resident is responsible for practicing energy conservation and the RSO is responsible for tracking individual usage. Saving energy allows for more resources to be available for Neighborhood services and upgrades to your Premises and common areas. Please help provide improvements to your Neighborhood by saving on individual energy costs. The RSO will strictly enforce any utility usage abuse.

Please review these "Conservation Tips" that offer simple steps that lead to significant energy and water conservation. Once individual metering of your Premises is complete you will be notified of your individual energy consumption to help you monitor your usage from month-to-month. The Resident will also be provided with a written notice prior to the Resident becoming responsible for the payment of utility usage over the Resident utility allowance. The following tips are suggested to conserve and reduce energy consumption without sacrificing comfort:

Dishwasher

- Only wash full loads and use the energy-saver setting.
- Allow dishes to air dry.
- If you wash dishes by hand, fill the sink with water instead of letting the water run, and rinse with cold water.

Air Conditioning

- Set thermostat at a comfortable setting without fluctuation to maintain consistent climate control. Reducing the thermostat setting by 10 degrees or more upon returning home will not cool your home quickly. Resident with day-night set back thermostats should consult the instruction manual or contact the RSO for information on how to obtain the most comfortable and efficient settings.
- Keep doors and windows closed whenever air conditioning is in operation.
- Use fans and open windows to create a cross draft to reduce air-conditioning use.
- Keep vents free from obstructions.
- Check HVAC air filter regularly. They will be replaced twice yearly. Should the Resident choose to replace it monthly, please feel free to call the Service Request Line at **808-470-5400** to obtain replacement filter.

Laundry

- Wash full loads and use cold water instead of hot water.
- Dry full loads and clean lint filter after each load.
- Most materials only need a 10-15 minute wash cycle to get them clean, over washing and over drying will wear out clothes faster.

Lights and Other Appliances

- Replace incandescent light bulbs with compact fluorescent lights (CFL's). They use 75% less energy and last up to 10 times longer.
- Turn off lights when not needed, especially in unoccupied areas such as garages and outdoor areas.
- Turn off lights when leaving a room.
- Unplug or turn off appliances when not in use.

Refrigerators

- Open refrigerator door only long enough to get desired food items.
- Organize food on the shelves for easy access.
- Allow leftovers to cool before storing in refrigerator or freezer. Be sure to follow safe food handling guidelines

- Full refrigerators operate more efficiently.
- Overloaded refrigerators operate poorly.

Stove

- Defrost foods in the microwave
- Cover pots to shorten cooking time.
- Keep oven and range free of grease and baked-on residue.

Water

- Check toilets for leaks.
- Make sure faucets are shut off properly.
- Always use flow controlling nozzle/spray head device for outdoor hoses.
- Do not remove or replace devices that have been installed to conserve water such as faucet aspirators and low flow showerheads
- Limit showering time to about 5 minutes.

12. EVICTIONS

The Owner may take certain actions in the event the Resident, Occupants, or their Guests display disruptive behavior, violate rules, or are involved in misconduct in the Neighborhood or commit Waste (see Section 54) or become a Nuisance (see Section 35). Eviction is for serious offenses.

Depending upon the situation, the following actions may be taken by the Owner:

- The RSO may counsel the Resident(s) and/or issue a warning letter to the Resident of the Premises detailing the violations.
- The RSO may issue an "Intent to Evict Notice" to the Resident(s) with a copy to the MCFHO for a serious offense, frequent offenses or continuing noncompliance with the terms of the Lease Agreement, Addenda or the Community Handbook.

13. FENCES

Backyard fencing is provided in many areas. Care and upkeep of the enclosed fenced area is the Resident's responsibility. Installation of a fence on an unfenced backyard by the Resident is considered an alteration. Approval for the installation of a fence must be requested in writing. If approved, fencing must be installed by the Resident and at the Resident's expense with appropriate materials and proper installation. Specifications of the construction will also need to be approved by the RSO.

14. FIREARMS/WEAPONS

The primary concern surrounding weapons in the Premises is the general safety of the Neighborhood. Any violation of firearm regulations will result in a formal review and is likely to

result in eviction. All firearms must be registered at the RSO.

- Resident must meet the requirements of all Federal, State, and local regulations, statutes, laws, and ordinances concerning the possession, registration, display, carrying, and use of weapons, including all firearms, knives, and other regulated devices. In cases of contradictory regulations, statutes, laws or ordinances, the most restrictive will apply.
- Concealed weapons may not be carried or discharged on the Premises or the Neighborhood.
- Military weapons may not be stored, carried, or transported onto the Premises or Neighborhood unless authorized by the Federal government in the performance of military duties.
- Large caliber and automatic weapons may not be present on the Premises, unless they are part of a legitimate collection and have had the firing or activating mechanisms permanently disengaged.
- Firearms and ammunition must be stored separately from each other in locked cabinets, located out of children's access. Loaded firearms are expressly prohibited on the Premises.
- Storage of black gunpowder is limited to a maximum of 5 pounds and is to be treated as and stored as ammunition in a locked case.
- BB/pellet guns, air rifles, slingshots, arrows, and long or cross bows, are considered firearms. The use of these or any other projectile-propelling device is prohibited on the Premises or in the Neighborhood.
- Knives, swords, and any other harmful devices may not be carried and must be securely mounted, or sheathed and secured.
- Weapons prohibited by Federal, State, and local laws, such as stiletto knives, blackjacks, brass knuckles, switchblades, and zip guns may not be present on or in the Premises or Neighborhood.

Violation of the provisions of this weapons policy is cause for immediate Lease Agreement termination and eviction from the Premises.

15. FIREWORKS

The manufacturing, sale, storage, possession, transporting and/or use of fireworks and all incendiary devices are expressly prohibited on the Premises or in the Neighborhood. Violation of the provisions of this fireworks policy is cause for immediate termination of this Lease Agreement and eviction from the Premises.

16. FLAG DISPLAY

The only flags that may be displayed are the National flag and the military service flag (Army, Navy, Marine Corps, Air Force, or Coast Guard).

17. FOSTER CARE

Resident must submit a request for approval to the RSO and receive a written approval prior to becoming a foster parent. All applicable State and Federal rules and regulations regarding foster care will apply.

18. GARAGES/CARPORTS

See Section 37 PARKING REGULATIONS and Section 52 VEHICLES.

19. GROUNDS MAINTENANCE

Owner Responsibilities:

RSO's will regularly mow and maintain all unfenced grounds around the Premises including common areas, community centers and playgrounds. Yards and greenways, etc. that are not kept free of toys, trash, abandoned items or debris will not be mowed, trimmed or edged.

Fertilizing and use of herbicides will be done on a periodic basis. Resident will be given notice of any upcoming fertilization/herbicide treatment, and must remove pets, children and lawn furniture so the yard can be treated. Failure to comply may result in a charge for a re-visit.

Resident Responsibilities:

Mowing, raking, and trimming of shrubs and other routine maintenance in fenced backyards are the Resident's responsibility. Grass should be maintained at a height of two inches, not to exceed five inches. Raking of grass and leaves is to be done as necessary to maintain a healthy and attractive lawn. Shrubs are to be trimmed to maintain their shape and not block windows, doors, sidewalks or parking areas.

Do not create new planting beds on the Premises without written approval.

Annuals may be planted in existing beds. Introduction of perennials or other permanent landscaping requires written approval from the RSO. Trees and bushes may not be planted. Please do not till or destroy the lawn to plant a vegetable garden. Raised garden beds are acceptable and are encouraged. Vegetable gardens may not be larger than 2' x 5' plots, to maintain an aesthetic appearance.

Water only when necessary. Lawns may turn brown during the dry season, but they are still viable, and will turn green again when the wet season returns. Residents living in homes without automated irrigation systems are responsible for watering of their lawns and planter bed areas. To promote water conservation, hand-watering is restricted and is only authorized between the hours of 6:00 a.m. to 8:00 a.m. or 6:00 pm to 8:00 p.m. on days noted in Watering Schedule table below. If your home has an automated irrigation system, the lawn and planter bed areas will be automatically watered based on a set schedule based on the "zone" location. Sprinklers will not operate more than 3 times per week for a 30-minute duration. Timers will be set to operate between 2300 and 0900. If an irrigation head or other component malfunctions, or if there is excessive runoff, please call the Maintenance Service Request Line.

Watering Schedule (Hand Watering):

AREA	MAY - OCTOBER	NOVEMBER - APRIL
All Kaneohe Bay Family Housing		
Even Numbered Addresses	Tues, Sat	Sat
Odd Numbered Addresses	Wednesday, Sunday	Sun
AREA	MAY - OCTOBER	NOVEMBER - APRIL
Manana/Camp Smith Family Housing		
Even Numbered Addresses	Mon, Wed, Saturday	Tues, Sat
Odd Numbered Addresses	Tues, Thurs, Sun	Wed, Sun

Chlordane was one of the most common pesticides applied to the soil around homes and businesses throughout the United States for protection against termites from 1948 to 1988. Other pesticides used in and around housing to prevent insect infestation and disease outbreak have also been banned. Although chlordane and other pesticides are no longer used, they may be found in soils under and around housing constructed in both civilian and military communities. Families can safely work and play in their yards; however, we recommend residents use prudent practices by thoroughly washing their hands after direct soil contact and washing all plants and vegetables grown on-site before consuming.

20. GUESTS

Guests of Resident are welcome in the Neighborhood. A Guest is defined as a relative or friend who is visiting a Resident's home for a few hours up to thirty (30) days. Guests must comply with all rules and regulations contained in the Lease Agreement, Addenda and Community Handbook. The Resident will be responsible and accountable for the actions and behavior of their Guests. Resident is prohibited from accepting rent in the form of cash or in-kind goods or services from their Guests.

Residents must notify Owner, in writing, within seventy-two (72) hours of a Guest's arrival if the Guest will be staying more than seventy-two (72) hours. Normally Guests may not remain for more than 30 days; however exceptions for family members visiting for extended periods for the purpose of assisting the Resident (i.e., newborn, illness, etc.) may be granted by the RSO on a case-by-case basis, and must be submitted in advance and in writing. It is the responsibility of the Resident to determine if any additional approvals are required. Approval by the RSO does not constitute approval by or for other authority's. The Owner reserves the right to control the entry into the Neighborhood by Resident's Guests, agents, licensees or invitees, furniture movers, and delivery persons, and may prohibit from the Premises or Neighborhood any Guests or invitees who, in Owner's reasonable judgment, have been disturbing the peace, disturbing other Residents or violating Neighborhood policies.

Residents are not permitted to sublet homes.

21. HOLIDAY LIGHTING AND DECORATIONS

Holiday lighting is authorized for use between the hours of 5:00 p.m. and 10:00 p.m. from Thanksgiving Day until the second weekend in January. Decorative lighting for other time periods may be installed/displayed one week prior to the holiday and removed no later than three (3) days after the holiday. Holiday/decorative lighting is not permitted at any other time. All lighting

must be removed from Premises and stored properly. Overloading of circuits and the overuse of extension cords must be avoided. Resident accepts any and all liability for damages to Premises or injuries caused by holiday or decorative lighting and other decorations.

- Lighting may not be left on when there is no one in the Premises.
- Any lights or decorations attached to the Premises must not cause any physical damage. Gutter clips or similar clip devices are required for affixing exterior lighting; nails/screws/tacks are not permitted.
- Resident will be held financially responsible for any incidental damage to the Premises.
- Roof decorations and lighting above the first floor roofline are not permitted. Resident will be required to immediately remove such decorations when discovered.
- Canned "snow" or other similar substances must not be sprayed on windows, siding or brick facades.

22. HOME-BASED BUSINESSES/COMMERCIAL ENTERPRISES

Home based businesses and other commercial enterprises may only be conducted at the Premises in accordance with the following:

- Resident must submit a written request and complete a Home Based Business Addendum and obtain prior approval from MCBH Base Inspector's Office and the RSO before operating a home business. The approval will apply to any Resident conducting a private business, including but not limited to selling or attempting to sell goods and/or services, cosmetics, household products, cleaning products, tailoring, tax preparations, and other computer based businesses, dressmaking, etc.
- Home-based businesses must be appropriate to and contribute to the family environment of the Neighborhood.
- Signage of any kind is explicitly prohibited.
- Any business that uses or produces hazardous materials is not permitted. Violation of this term is cause for immediate eviction and recovery of damages by the Owner.
- The breeding and/or raising of animals, birds, fish, etc., shall not be permitted.
- Pyramid Sales are prohibited.
- Child Care businesses - See Child Care - Section 5.

All approved businesses must comply with federal, state and local laws regarding licensing, registration, taxes and insurance. The Resident will be required to bring appropriate licensing and insurance information to the RSO prior to operating the business from their Premises. The business must operate within the guidelines contained within this Community Handbook and all subsequent updates. Resident is responsible for any damages to the Premises or from third parties arising from the conduct of the home based business.

23. HOUSEKEEPING

Proper upkeep of the Premises from the time of move-In will help insure that the Move- Out process will go smoothly and that charges for misuse will be kept to a minimum. The following housekeeping suggestions are provided to assist the Resident:

Carpeted Floor Areas

The following suggestions are offered for maintenance and protection of carpeted areas:

- Do not use cleaning agents that contain bleach or bleaching agents for food or liquids spilled on carpets. They often cause as much or more damage than the original spill.
- Vacuum regularly to keep the carpet in good condition and to discourage dirt build up.
- Resident is advised to encourage young children to eat and drink in non-carpeted areas and over a table to avoid permanent stains caused by Kool-Aid®, and soft drinks. Wine, coffee and tea also contain agents that can permanently stain the carpet.
- Use throw rugs, safely secured; on high traffic areas to prevent heavy soil build up.
- Use carpet/ floor protectors under chair legs, tables, sofas or any furniture item that may scratch the floor or leave a permanent indentation.
- Resident is encouraged to remove shoes upon entering the Premises to prevent high traffic areas from becoming overly soiled.

Tile and Vinyl Floors

The following suggestions are offered to help protect the Premises floors:

- Lift heavy furniture rather than dragging across the floors to avoid marring.
- Never flood the floor with water or let water stand on the surface.

Do not apply wax to no-wax floors. The RSO will point out the no-wax floors during Move In. There are certain products on the market claiming to be shining agents for no- wax floors. Do not use these products, even if specifically made for no wax floors, as they are difficult to remove and sometimes cause damage to the surface during the removal process. Resident may be charged for damages to the floor caused by wax, shining agents, or wax removers.

Walls and Woodwork

The following suggestions will help protect walls and woodwork:

- Beds, tables, and chairs should not touch the walls.
- Bicycles, large toys, strollers, and such items should be moved through doorways with care.
- Provide children with blackboards or drawing pads to discourage writing on the walls. Resident will be responsible for cleaning all marks from the walls prior to Move-Out.

Countertops

The following suggestions will help protect the countertops:

- Place a cutting board on the surface before chopping or cutting.

- Do not use an abrasive cleaner. Countertop cleaners are readily available and remove most spills, stains, etc.

24. KEYS/GARAGE DOOR OPENERS/MAILBOX KEYS

Resident is provided at least two keys to the Premises during the Move-In. The Resident may also be provided with mailbox keys and garage door openers.

All Premises keys, mailbox keys, and garage door openers are to be returned during the Move-Out Inspection Assessment. There is a charge for lost keys, mailbox keys and garage door openers. If a key is lost, and a change of locks is necessary, Resident will be responsible for the charge.

When Owner authorization is given for an additional lock or a change of lock, the Resident agrees to provide the RSO with a copy of the new key(s). Any locks permitted to be installed shall become the property of the Owner and Resident must promptly provide a key to the RSO.

25. LAW ENFORCEMENT

Military Police will provide law enforcement services for Neighborhoods located on a military installation. All Residents, regardless of where they live, should call 911 in the event of an emergency. Your call will be properly routed to the appropriate emergency dispatch service

Non-life threatening security concerns can be reported 24 hours a day by calling Hunt's maintenance dispatcher at 808-470-5400 (4357).

26. LEASE VIOLATION NOTICES

The RSO may issue a Lease Agreement Violation Notice to Residents for excessive noise, littered yards, illegal parking, carport or breezeway clutter or other similar violations. Additionally, unauthorized pets, unauthorized repair of vehicles, failure to observe posted speed limits or 15 MPH, whichever is less, or failure to obey stop signs will also result in Lease Agreement violations.

Resident, Occupants and Guests will not commit any acts or use the home or common areas in such a way as to:

1. Violate any law, ordinance, including laws prohibiting the use, possession or sale of illegal drugs; or
2. Commit property damage; or
3. Create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment, business, or peace and quiet of any other Resident, RSO Staff, contractors, or other persons engaged in lawful activity in the area.

27. LIVE- IN CARE PROVIDERS

Permission for live-in care providers must be requested in writing from the RSO. Requests will be evaluated on a case-by-case basis and should be submitted with documentation for the need for

live-in assistance. Approval of a live-in care provider is predicated on specific child-care or health-care issues shown to require full-time, live-in assistance.

Residents are responsible to make sure live-in care providers and/or nanny comply with all terms and conditions of the Lease Agreement, Addendums, and Community Handbook.

28. LOCKED OUT OF RESIDENCE

Resident who is locked out may contact the Service Request Line at 808-470-5400 twenty-four (24) hours per day.

Resident will be required to provide proper identification to receive access to the Premises. Resident who calls for lock out assistance more than twice in a calendar year will be assessed a charge. Residents should not take any steps to forcibly open the door.

The RSO will also charge a fee for replacement locks, additional keys and/or damages to the door.

29. MAINTENANCE

The Maintenance Team is responsible for the upkeep of the interior and the exterior of the homes. The team will be in uniform, have identification badges and in easily identifiable vehicles. Maintenance personnel will be available to provide answers to maintenance questions.

A Service Request, (including receipt time and classification) may be obtained by contacting the Service Request Line at 808-470-5400. Resident will be given a Service Request number for reference. Service Request Dispatchers will receive and respond to calls from 6:30 a.m. – 5:00 p.m. Monday-Friday. A centralized Call Center Operator will receive service calls and dispatch an on-call service technician after hours, weekends, and holidays to provide 24 hour, 7 days a week coverage.

Owner Initiated Orders

There are certain repairs, replacements, inspections, and maintenance that the Resident Services Manager is required to perform for the Owner. The maintenance office will contact the Resident, explain the work to be done, and establish a time for the work to be accomplished. Examples of work orders initiated by the maintenance office are as follows:

- Pest control services
- Scheduled replacement of carpets or appliances
- Interior decorating (i.e., painting, installation of blinds or curtain rods)

Work will be scheduled to cause the least amount of inconvenience to Resident whenever possible. However, Resident may not refuse entrance into the Premises by Owner, the Resident Services Manager or its contractors when notified at least 48 hours in advance, and the requested time is during reasonable working hours. Owner, Resident Services Manager or its maintenance contractors may enter Resident Premises when Resident is absent to perform such work.

Preventative maintenance inspections and services will be scheduled at least five (5) days in advance with Resident unless a situation is deemed an emergency.

Service calls will be given a classification of Emergency, Urgent or Routine, depending on the nature of the request and the danger to the safety of the Resident and the Premises.

30. MAINTENANCE TIPS

General Maintenance Information

Please report any and all needed repairs to the Maintenance Service Request Line or to the RSO. For maximum efficiency, report repairs in the morning whenever possible.

In the event your service request is not completed to your satisfaction and the RSO seems unable to provide a solution, please feel free to contact the General Manager at 808-839-8700.

Emergency Maintenance is provided 24 hours a day.

Maintenance Service Request Line can be reached 24-hours a day at 808-470-5400.

Access to Premises

Whenever maintenance technicians or exterminators enter the Premises to perform work, a copy of the service request will be left detailing the work that was performed. Written permission must be supplied from Resident to the Resident Services Manager authorizing the Resident Services Manager to allow entry to the Premises during the Resident's absence for purposes including but not limited to delivery companies, moving van representatives, out-of-town Guests and relatives. Owner reserves the right to enter the Premises under reasonable circumstances. In all but emergency situations, Resident will be notified 48 hours or more (preventative maintenance) before scheduled entry. Permission to enter is not required in an emergency situation.

Peace of Mind

Please notify the Maintenance Service Request Line of any burned out exterior or common area lights, faulty locks, lost keys, etc.

Please report immediately to police and then to the RSO any suspicious persons and any strange or unusual vehicles.

Please request credentials from all maintenance technicians before allowing entry.

General Maintenance Tips

Smoke Detectors and Carbon Monoxide Detectors

Resident is required to test both smoke detectors and carbon monoxide detectors on a regular basis and replace batteries. Resident is not to tamper with, or adjust or disconnect any smoke detectors or carbon monoxide detectors. Violation of this is a material breach of the Lease Agreement. Resident shall notify Owner of all repair needs promptly.

Plumbing

The commodes and other water and sewer apparatus and fixtures shall not be used for purposes other than those for which they are designed. Occasionally there may be a problem with stopped up sewer and plumbing lines. Do not allow objects such as diapers, toys, feminine hygiene products, etc., to be flushed down the toilet. Charges may be assessed for the removal of such objects. If a toilet overflows, first turn the water off at the valve below the flush tank. The

maintenance dispatcher answering the Maintenance Service Request Line will classify the service call as an emergency, urgent or routine service order request. Keep a plunger on hand for use on simple toilet clogs.

Light Bulbs

Your home is supplied with light bulbs at time of move-in. After move-in, the maintenance technicians will replace specialty bulbs (appliance, etc.). The Resident must replace all other burned out light bulbs. Burned out CFL bulbs must be replaced with CFL bulbs. Please report unlit bulbs over walkways, halls, or common areas to the Maintenance Service Request Line.

Central Air

Your home may be equipped with a central air-conditioning system. The thermostat should not be set excessively low as it may damage the HVAC unit. The thermostat is factory programmed to standard temperature settings. Should you decide to change the temperature, please allow a minimum of ten minutes for the temperature to adjust (choosing an extreme setting will not bypass this 10+ minute adjustment). The temperature will remain at this setting until the next factory programmed temperature cycle. If at any time you find that your thermostat is malfunctioning or for more detailed operating instructions, please call the Service Request Line at 808-470-5400. Repairs to air-conditioning systems are not classified as EMERGENCY requirements. DO NOT turn off air conditioning for a period longer than two weeks.

HVAC Filters

Air filter(s) will be new at move-in. Your filter is scheduled to be replaced twice yearly. The filter(s) in your home should be cleaned on a regular basis to insure proper performance of heating and air conditioning units. If you would like your filter changed prior to the scheduled filter change, filters are available at the Self Help Counter or feel free to call the Service Request Line at 808-470-5400.

31. MOVE- IN PROCESS

After Resident has selected their new home, the relocation office will assist with the completion of the Lease Agreement, any applicable addenda and documents for payment of Rent, as applicable. The Resident will be given all necessary telephone numbers for service calls, the RSO and the GM as well as contact information for local services, law enforcement and animal control.

The Resident and the RSM's Relocation Specialist will visit the Premises and together go over the Move-In/Move Out Inventory Report. Special features such as no-wax floors will be pointed out to the Resident at that time. Any inoperable appliances, light switches, etc., and any existing damage to the Premises will be noted on the Move- In/Move-Out Inventory Report. The Resident is to complete the Move-In/Move-Out Inventory Report and return to the RSO within five (5) days of Lease Agreement commencement or upon occupancy by Resident. Designated parking will be identified as will the proper storage of refuse and recycling bins.

Premises keys, mailbox keys (or instructions) and garage door openers will be issued at time of move-in.

32. MOVE-OUT PROCESS

Resident must notify the RSO of the intent to move out as soon as possible, but in no event less than twenty-eight (28) days, unless otherwise provided for in the Lease Agreement. The RSO will provide an "Intent to Vacate" form, which, when timely submitted to the RSO, fulfills the Lease Agreement requirement to notify the Owner in writing.

Resident will be scheduled for a Pre-Move-Out Inspection appointment to review the condition of the Premises and prepare the Resident for the Final Move-Out Inspection. During this review, the Resident may discuss any concerns about the Pre-Move-Out Inspection, anticipated damage charges or other assessments (if any), the overall process, and any other issues of concern in preparation for the final Move-Out Inspection. Deficiencies identified in the Pre-Move-Out inspection and not remedied by Resident will be remedied by Owner and associated costs will be the responsibility of the Resident. Residents will be expected to leave the home in "broom swept" condition and remove all personal items including food items within appliances.

Any alterations made to the Premises must be restored to the original condition or remain in place if previously authorized in writing by the RSO. The Resident shall be required to pay for such damages not corrected. If the Resident moves out prior to paying for the damages, Resident Services Manager will actively pursue payment through all appropriate means under federal, state and local laws.

It may be determined during the Pre-Move-Out Inspection that Residents who own or have owned animals may have to have their home professionally treated for fleas if the home has carpeting. If required, they must provide proof of treatment to include a 30-day warranty at final inspection. This proof can be a payment receipt or contractual agreement. If the home does not have carpet or only the stairway is carpeted, the use of foggers is acceptable. Residents with pets are also responsible to eradicate tick problems or any other infestation caused by the animal(s).

At the time of the actual move-out, the RSO and the Resident or a Resident appointed representative will again jointly assess the condition of the Premises, sign the Move-out Inspection Report, and return all keys and other access devices to the RSO. The RSO will assist Resident in completing any paperwork associated with the Move-Out procedures.

33. MOVE-OUT PROCESS FOR EARLY TERMINATION

The Lease of a service member Resident is automatically terminated upon departure as a result of permanent change of station orders to an off-island assignment or if the Resident loses eligibility for PPV housing. The Lease Agreement may also be terminated under certain conditions provided for in the Lease Agreement such as when the Resident receives temporary duty or deployment orders to an off-island location equal to or in excess of three (3) months' duration or when the Resident decides to purchase a home. In addition, a Resident that is a service member shall have the right to terminate the Lease Agreement as provided in the Service Members' Civil Relief Act, as shall Resident's dependents as provided in the Service Members' Civil Relief Act.

In order to terminate the Lease Agreement, Resident (or, in the case of death, an adult member of the immediate family or personal representative of the estate) shall provide Owner a written twenty-eight (28) day notice of intent to vacate (accompanied by appropriate forms/documents evidencing the circumstances giving rise to such right). The foregoing twenty-eight (28) day period may be reduced or waived by the General Manager or designee under special

circumstances. If the notice requirement is waived or reduced, the terminating Resident(s) will not be assessed a penalty for early termination. However, Resident is still responsible to turn over the Premises in accordance with the terms of the Lease Agreement.

34. NEIGHBOR RELATIONS

Resident is reminded that living in close proximity to other families poses certain challenges and opportunities to build life long relationships.

Following a few simple rules will help ensure a positive living environment for everyone.

- Keep household noise to a minimum and follow guidelines on quiet hours (quiet hours are between 10:00 PM and 6:00 AM). Please remember neighbors often work different shifts.
- Keep the Premises, including the yard, clean and free of any unsightly refuse.
- Know where Occupants and Guests are at all times.
- Make neighbors aware of private gatherings, BBQ's or parties that may cause parking difficulties or noise.
- Difficulties with a neighbor must be settled peaceably. If all efforts meet with failure, file a complaint with the RSO. The RSO will investigate and attempt to gain resolution to the problem. The complaint, investigation performed, results, and action will be made a matter of record and placed in the file of the Resident filing the complaint and the Resident named in the complaint.

35. NUISANCE (DISTURBANCES AND NOISE)

Resident, Occupants, and Guests are expected to conduct themselves and their pets at all times in a manner that will not offend or disturb other Residents, Guests, RSO staff, or other visitors to the Neighborhood. Any activity causing extreme or excessive noise, excessive traffic, repetitive or excessive disturbance of any kind, or disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Neighborhood is a lawful cause for eviction. This includes, but is not limited to, behaving in a loud or obnoxious manner, excessive noises by pets, or destroying any part of the Premises or Neighborhood. These actions are considered a "Nuisance" and a serious violation of the Lease Agreement.

Owner has the right to bar individuals from the Premises. Resident must inform Guests of all Lease Agreement provisions regarding use of the Premises and other terms and conditions contained in this Community Handbook and/or the Addendums to the Lease Agreement. Resident's Guests that violate these provisions may be barred and/or arrested for criminal trespassing, after they have received a barred notice and placed on a barred list by Owner. If Resident or Occupant allows a known barred person onto the Premises, it will be considered a material breach of the Lease Agreement and may result in immediate eviction from the Premises.

36. OCCUPANCY LIMITS

Occupancy is limited to the Residents and Occupants identified on the Lease Agreement.

37. PARKING REGULATIONS

A carport/garage and/or designated parking spaces have been provided for most Premises. Residents who keep more than two (2) vehicles on the Premises may be required to remove the excess vehicles if conditions become too crowded and/or complaints are received.

Undesignated parking spaces may be utilized on a "first come-first serve" basis; however, cars must be moved on a regular basis and not parked in the same undesignated spaces habitually. Common courtesy to neighbors takes precedence. Owner reserves the right to issue parking stickers if necessary.

Resident will keep all vehicles in good operating order with valid and current inspection/safety sticker, if applicable, state tags and insurance.

Under no circumstances shall any vehicle be parked or driven on lawn areas or parked in front of mailboxes or trash enclosures. Mail will not be delivered if the box is blocked and rubbish will not be removed if area is not clear from obstruction.

Resident is responsible for keeping assigned parking area/carport or garage clean of oil and debris. Oil drippings shall be removed using absorbent materials (kitty litter or oil absorbents) and not washed into the drainage system, with or without detergent. Because vehicle fluid loss must be hazardous and damaging to the parking lot surface, vehicles experiencing fluid loss must be repaired or removed from the premises as soon as detected. Owner will contact the Resident for vehicle removal upon instances of fluid loss. Resident is responsible for any damage caused to asphalt or concrete surfaces resulting from their vehicle's fluid loss.

Resident shall not store vehicles for other people or grant permission to others to park in the Neighborhood.

Resident shall not park in driveways or carports of any other residence.

All motorcycles must be parked in a garage or use a kick plate. Motorcycles are not permitted on sidewalks, in landscaped areas or in the home.

Boats, trailers, recreational vehicles, and oversized vehicles are not permitted in the neighborhoods at any time unless RSO has granted written permission.

Guests who intend to stay longer than seventy-two (72) hours must register their vehicles with the RSO.

Residents, Occupants, Guests and invitees must adhere to posted speed limit signs and notices to vacate any parking areas for maintenance of facilities.

Owner shall not be responsible for any theft or damage to vehicles parked in the Neighborhood.

Vehicles found in "No Parking" areas, red zones, blocking access, without current registration, inoperable, stationary for extended periods of time, or in Handicapped spaces (without a permit) will be towed at the vehicle owner's expense and risk. Residential garages must be used for vehicle parking.

38. PERSONALLY - OWNED PLAY EQUIPMENT AND NEIGHBORHOOD PLAYGROUNDS

Personally owned play equipment is discouraged. Personally owned play equipment shall be kept in good working order, and will not be secured to the ground using concrete anchors. Play equipment should be limited to toddler plastic swing sets and sliding boards

Playgrounds are provided throughout the Neighborhood for Resident, Occupant and Guest use and enjoyment. Although the playgrounds and common areas are cleaned and mowed on a schedule by the maintenance technicians, Resident is responsible to police the area and supervise children such that the area is clean when the Resident, Occupant and/or Guest leave. No children under ten (10) years of age are allowed in the playgrounds without the Resident or other adult supervision.

39. PEST CONTROL

Routine control of normal household pests, along with keeping all pets free of fleas and ticks, is a Resident responsibility. The use of non-residual insecticides labeled for safe application by the general public, such as household spray insecticides, is expected of the Resident. Resident should contact the Maintenance Service Request Line for assistance for infestations of pests that are beyond Resident capabilities and require professional control measures.

As a general rule, poor housekeeping is the main factor in cockroach infestation. Roaches and mice thrive on leftover food placed on sinks, counters, in cupboards, on unwashed dishes, and on food left out for pets. Roaches may also feed on paper and glue products, including shelf paper. Some things the Resident can do to control roaches, mice and other household pests are:

- Deposit garbage in trash cans in plastic bags.
- Wipe up spilled foods or drinks immediately.
- Do not keep empty soft drink cans or bottles under the sink, and rinse them well before placing in recycling bins.
- Keep soiled clothing in a clothes hamper or other container. Wash clothes frequently enough that clothing does not pile up all over the floor.
- Store leftover food in airtight containers.

In the event the Premises require extermination, call the Service Request Line at 808- 808-470-5400. Please prepare for extermination services as follows:

- Remove all items from under kitchen and bathroom sinks.
- Pick up toys or other objects that may interfere with application.
- All persons and pets should vacate the premises during treatment and should not re-enter the home until treated floors, carpets and rugs are thoroughly dry. Under normal conditions, this may take 1 - 3 hours (4 hours are recommended).
- Remove pet birds from the house, or if the bird(s) cannot be removed, place in a ventilated room that will not be serviced.

- Turn off aquarium air pumps and cover tanks and pumps with plastic wrap. Pumps can be restarted about 3 hours after treatment.

After service, it is common to see an increased amount of insect activity as the specially formulated applications disrupt nesting and hiding sites.

40. PET POLICIES

Residents who have pets must sign the Pet Agreement. The Pet Agreement states which breeds of dogs, cats, guinea pigs, domestic rabbits, caged birds, fish and other cold blooded animals sold commercially in Hawaii are allowed in their home. Pets not permitted include non-domesticated ("wild") and sylvan animals (animals found in the woods or groves such as skunks, rats, raccoons, ferrets, rabbits, and rodents). Additionally, farm animals such as pigs, chickens and other poultry; exotic animals such as pot-bellied pigs; monkeys, reptiles; arachnids; and amphibians will not be permitted in the housing community. Animals prohibited in Hawaii and/or under Federal law are not permitted.

Effective August 11, 2009, full or mixed breeds of Pit Bulls, Rottweilers and canid/wolf hybrids will not be permitted to be moved into the Premises or neighborhood. In the absence of formal breed identification (e.g., certification by an organization such as the American Kennel Club) a determination of the "majority breed" will be made by a civilian veterinarian.

All dangerous or vicious dogs and animals, regardless of breed, are prohibited on the Premises. The term "dangerous dog" means any canine or canine crossbreed that has attacked and bitten, or inflicted injury on a person or another animal, or killed another animal. The term "vicious dog" means a canine or canine crossbreed that has (1) killed a person or (2) inflicted serious injury to a person, including multiple bites, serious disfigurement, serious impairment of health, or serious impairment of a bodily function.

Residents in possession of properly registered dogs that are identified as prohibited breed or mixed breeds as of August 11, 2009, may keep their pet dog through September 30, 2012 provided the following conditions are met. Keeping a pet for any duration without written consent or a signed Pet Agreement is a material breach of the Lease.

- Resident must have submitted a request for waiver from the requirements of MCO 11000.22 Chapter 5 on or before October 11, 2009, and received approval of the waiver request from Commander, MCBH.
- Dogs must pass a nationally-recognized temperament test, administered and interpreted by individual(s) who have been certified in the technique and evaluation of the test results, at the Resident's expense. Such tests include Canine Good Citizen (AKC) and the Delta Test (Delta Society). Questionable animals may be referred to a board certified veterinary behaviorist.
- Waiver approval for a pet dog will be terminated upon determination that the dog is found to be a dangerous or vicious dog.

Animals that assist the Residents or Occupants with special needs are excluded from the pet policy. Residents shall certify and Owner will verify the following:

- The Resident or Occupant has special needs;

- The animal has been specifically trained to assist persons with that specific need;
- The animal actually assists the Resident or Occupant with the special need

However, the keeping of cats and dogs is a conditional privilege extended to the Resident exhibiting responsible behavior and in control of the cat and/or dog. Resident is financially and legally responsible for all pets. Resident must comply with MCB Hawaii, state and local laws governing pet ownership, including laws regarding licensing and vaccinations. Military Police are responsible for enforcing animal control ordinances in Neighborhoods located on a military installation.

All dogs four months of age or older must be registered with the Military Police, RSO and also be licensed and wear a collar with the city and county dog tag attached. Licenses must be renewed on or before expiration date of current tags. Applications for the license may be obtained from the Humane Society or any Satellite City Hall. Please contact the RSO to obtain the location and telephone number. All cats are required to be registered with the RSO and have an identification tag on their collar. Dogs and cats must wear tags with owner identification and house number. Free ID tags are available at the Humane Society.

The pet(s) must have current inoculations and Resident shall submit records of inoculation upon Owner's request. Rabies immunizations are required for dogs and cats and must be documented with tags on the pet's collar.

The limit is two dogs or cats per Premises, (i.e. 2 dogs or 2 cats or 1 dog and 1 cat). A reasonable number (as determined by RSO) of other pets may be kept. Pets registered with the RSO may be cared for in the homes of others in the Neighborhood, provided the visiting pet does not cause the two-pet per Premises limit to be exceeded for more than 48 hours without Owner approval.

Doghouses are allowed, once approved by Owner, but Resident must remove doghouse at move-out and repair any damages to the lawn prior to move-out.

Pet owners, while not required, are encouraged to consider obtaining liability insurance, as the pet owner will be liable for damages and/or injuries caused by a pet.

Resident's liability includes, but is not limited to, property damages, cleaning, deodorization, flea or other pest extermination costs, carpet or other flooring replacement, and/or personal injuries. Resident will be liable for the entire amount of any injury to the person or property of others caused by such pet(s).

All approved animals except dogs and cats must be kept in cages or tanks at all times. Dogs must be confined to the Premises or restrained by a leash or fence in the back yard of the Premises (see Tying of Pets). Restraint shall include leashing or chaining the animal to a stationary object to preclude the animal from running free or interfering with the normal flow of pedestrians and traffic.

All dogs must be on a leash upon leaving the house and while on Neighborhood grounds. Both dogs and cats must be appropriately and effectively restrained and under the control of an individual while on the Premises and in the Neighborhood. No pets are permitted to walk in Neighborhood center rooms or offices.

If a Resident is unable to care for the pet and abuse or neglect of the pet occurs, Owner will first contact the designated point of contact. In the event the point of contact person is not of

assistance, Owner will report the incident to a local animal shelter or appropriate authority for action.

On the occasion of a loose or unattended pet, Owner will contact the Resident pet owner. The Resident must immediately come and get the animal. Owner will contact the Military Police, where applicable, the local animal shelter or other appropriate authority to pick up the animal if it remains loose.

Where a "dog walk" has been designated, dogs are to be walked in that particular area of the Neighborhood. If the dog deposits waste, the Resident must pick up and remove it from the property immediately.

Disposal of pet waste droppings are to be handled as follows:

Cats

Cat must have a litter box. Litter should be cleaned daily and changed and removed twice weekly. The litter must be wrapped and sealed before being disposed of in the trash.

Dogs

Dog owners are not permitted to leave pet waste droppings anywhere in the Neighborhood. Dog owners must carry a "pooper scooper," disposal bag and clean up after their animal. The picked up droppings must be wrapped and sealed before being disposed of in the trash.

Other Pets

Droppings and cage litter must be frequently and regularly disposed of in wrapped and sealed bags. These bags are then disposed of in the trash.

ADDITIONAL PET OWNER TERMS AND CONDITIONS:

Tying of Pets

Pets may not be tied to common area trees, porches or any common area in the Neighborhood.

Noise and Odors

Pet owners are responsible to control pet noise and odor.

Pet Food

Food for pets cannot be left in the feeding dish on the floor, counter or anywhere in the Premises for an unreasonable period of time

Residents may not breed animals on the Premises.

Owner will have the right to inspect the Premises, upon notice to the Resident, if written complaints have been received or upon demand (after a 24-hour notice) if Owner has reason to believe the pet is a threat to the health and safety of other Residents or the Neighborhood.

Owner and their Agent have the right to enter a Premise and remove a pet that has become vicious or is a threat to other Residents if the Resident refused to remove the pet or cannot be contacted.

Absence of Owner under Emergency Situations

Resident will contact the identified emergency contact or those parties identified to assist with a pet in the case of an emergency. In the event that the emergency contact cannot be contacted or does not respond within 24 hours, Owner will report the situation to the Animal Protective Shelter, local dog catcher or other appropriate authority. Such circumstances shall be deemed an emergency for the purpose of Owner's right to enter the Resident's premises with such Agent to allow the authority to remove the animal from the Premises. The cost of the care facility will be borne by the Resident.

Owner Intervention

Owner exercises the right to act immediately if a Resident fails to properly care for said pet and the pet is an aggressive animal, sick, injured, or deceased. Owner will contact the Resident's designated point of contact upon determination of inadequate Resident response to such problems. If the designated point of contact is of no assistance, Owner will contact the Animal Protective Shelter or other appropriate authority to remove the pet at the pet owner's expense.

Owner Liability

Owner and/or its Agent are absolved by the Resident or designated point of contact of any or all liability, financial or otherwise, for actions taken on behalf of the Resident pet owner or the well-being of the pet as may be permitted by state or local law.

Failure to comply with the Pet Policy contained in the Community Handbook and the Pet Addendum may result in the removal of the cat(s) or dog(s) from the Premises and may result in the eviction of the Resident from the Premises. Any Resident who has been required to remove a cat or dog due to violations of the Pet Policy or the Pet Addendum may not be permitted to have any cats or dogs on the Premises.

Owner reserves the right to establish non-pet Neighborhoods and to amend the restricted breeds of dogs listed in the first paragraph of this section 40. For additional information, refer to the Pet Addendum.

41. REFUSE COLLECTION AND RECYCLING

Refuse

The Owner provides refuse collection in all Neighborhoods at no additional cost to the Resident. The following policies are to be followed:

- Resident will be issued trash/refuse bin(s) during Move-In.
- Resident is responsible for the refuse bin(s) and will be charged for replacement if damaged, lost or stolen.
- Resident will be responsible for regular cleaning of the bin(s).
- Refuse bins must be at the curb before 7:00 a.m. on the scheduled pick-up days, unless otherwise instructed by the RSO. If desired, Resident may place the refuse bins at curbside after 6:00 PM the day preceding the collection day.
- The bins must be returned to proper storage by 8:00 PM on the day of collection.

- Plastic liners and covered trash bins minimize odor and pest control problems.
- Toys and bicycles left within close proximity of the refuse bin may be accidentally picked up.
- Large, bulky items such as mattresses, furniture, and appliances will not be picked up with regular trash pickup. Bulk pickup will be available in all Neighborhoods. Contact the RSO for schedule.
- Recyclable paper bags are to be used for grass clippings. Do not exceed the “test” strength of the bag.
- Car batteries must be disposed of through a local battery recycler. The disposal of automotive fluids (e.g., oil, grease, brake fluid, radiator coolant, hydraulic fluid, etc.) or any other toxic or hazardous substances onto the ground or into the storm water drainage system or sewage collection system is strictly prohibited. Propane tanks must not be disposed of in trash receptacles or in any dumpster. Please contact the RSO if you have questions on correct disposal procedures.

Recycling

Recycling is strongly encouraged and is provided at the Base recycling center and at recycling bins at the MCFHO. Residents may also dispose of recyclable materials at recycling centers operated by the City and County of Honolulu.

42. RELOCATION PROCESS

Relocation due to construction or for maintenance reasons may be necessary during a Resident’s occupancy in the Neighborhood.

Construction and Planned Renovations

The Neighborhood in which Premises is located may be undergoing an extensive rehabilitation process, which may involve demolition of existing homes and common areas and construction of new homes and common areas, as well as renovation of existing homes. Construction is ongoing and Owner makes no warranty regarding the date of completion of such construction and renovations.

Absence of Amenities, Neighborhood Services/Facilities

Information provided to the Resident regarding the property and the Neighborhood may refer to amenities, Neighborhood services/facilities that may be affected by the rehabilitation. Resident is aware that certain amenities are being demolished and/or constructed and may not be accessible to Resident until conclusion of their construction, or not at all. Such amenities include but are not limited to parking lots, driveways, landscaping, playgrounds, tot lots and guest parking. Owner makes no representations or warranties regarding the availability of any amenities to Resident.

Construction Noise and Inconvenience

There may be times when construction specified in the above, will cause utility interruptions, construction debris and noise including safety feature testing (such as fire or burglar alarms). The inconvenience associated with the construction shall not entitle Resident to any offset to Rent obligations, or form the basis for a complaint against Owner, its Agents, employees or assigns for Rent relief, or any other claim, right, or remedy against Owner, including constructive eviction.

Maintenance Relocation

There may be situations where the Owner may require Resident to vacate the Premises because of a condition or location found to be dangerous for further occupancy or to make unusual or extensive repairs. Owner will provide appropriate substitute Premises for the Resident. Resident may be required to return to the original Premises after the above situation or conditions have been rectified. The Resident will also be required to execute a Relocation Rider.

Lease Agreement Termination

During the term of the Lease Agreement, Owner may terminate the Lease Agreement upon giving forty-five (45) days written notice to Resident to vacate (hereafter referred to as "Construction Termination" or Maintenance Termination"). Construction Termination or Maintenance Termination shall be at the sole option and discretion of the Owner; Resident shall not have the right to give a Construction Termination or Maintenance Termination notice to vacate. After the initial term of the Lease Agreement has expired, the Owner may terminate the Lease Agreement upon the service of a forty-five (45) day notice or any other notice allowed by law.

Assistance Provided to Resident Upon Termination

If the Lease Agreement is terminated due solely to "Maintenance Termination", Owner will provide Resident with (A) personal property moving assistance and (B) relocation assistance, as set forth below. If the Lease Agreement is terminated due solely to "Construction Termination", Owner will provide Resident with relocation assistance as set forth below.

- Personal Property Moving Assistance. If the Lease Agreement is terminated due to "Maintenance Termination", the Owner will move the Resident's personal property in accordance with Construction- Maintenance Termination Moving Rules and Guidelines then in effect. The Construction-Maintenance Termination Moving Rules and Guidelines may be amended from time to time at Owner's sole discretion. Resident may obtain copies of the current Construction-Maintenance Termination Moving Rules and Guidelines at the RSO upon request. Owner reserves the right to deny personal property moving assistance or relocation assistance to Residents who fail to comply with the Construction- Maintenance Termination Moving Rules and Guidelines then in effect.
- Resident is aware that a moving company, when applicable, is handling the physical move of personal property. Owner's responsibilities with respect to the personal property moving assistance shall be limited to paying the moving company for its services. Resident releases and discharges Owner and its agents, employees and assigns from all debts, liens, claims, rights, demands, actions, causes of action, known or unknown, by reason of any losses, damages or injuries whatsoever sustained by Resident arising from the personal property moving assistance.

Relocation Assistance

Owner will assist the Resident's relocation for terminations due to "Construction Termination", or Maintenance Termination", by:

- Providing Resident with reasonable information about replacement housing available to Resident within one (1) commuting hour of the Premises location:
- When Resident delivers to Owner a copy of an executed lease Agreement for replacement housing (on terms mutually agreed upon between Resident and the Owner if the replacement property is in another Neighborhood owned by the Owner), the Resident will

be provided a relocation allowance by the Owner which is intended to offset certain costs associated with relocation.

Damages Caused by Relocation Delay

The Owner will have extremely tight construction deadlines to meet, and any delay by Resident in relocating could cause significant damage to owner for which Resident may be liable. Failure by the Resident to comply with your responsibilities to move as provided in the Construction Termination or Maintenance Termination notice will entitle the Owner, in addition to the daily rental value of the Premises, at its option, to impose either liquidated damages of fifty dollars (\$50) per day or to seek actual damages. Resident should be aware that actual damages could be extremely costly.

If you have questions, please contact the RSO.

43. RESIDENT INQUIRIES AND CONCERNS

The Owner's goal is to provide affordable and well-maintained Premises for an exceptional quality of life for all Residents. Resident inquiries or concerns that have not been addressed in the manner that is satisfactory have several alternative avenues for resolution.

First, make sure the inquiry or concern has been clearly stated and delivered to the RSO. The RSO will respond in a timely manner to the inquiry or concern in accordance with the terms of the Lease Agreement, the Community Handbook and any Addenda executed by the Resident. In the event the RSO has not responded in a manner consistent with the Resident inquiry or concern, the Resident should complete a pre-paid postage Instant Feedback Form and mail to the address listed. The Instant Feedback form is another source for the Resident to receive a response to an inquiry or concern not adequately addressed by the RSO or the General Manager. Instant Feedback forms will be available at all RSOs.

44. SAFETY

"Emergency numbers are provided on page 7. A Resident Safety Pamphlet is included as Exhibit C to this Community Handbook."

Safety on the Premises and in the Neighborhood is the responsibility of each Resident, Occupant and Guest. Below are a few policies and guidelines to be followed to help assure a safe environment for all:

Bicycle/Skating/Skateboard

Bicycle helmets are required in all Neighborhoods for all cyclists, including children in safety seats, regardless of age. Helmets and other protective gear are also strongly encouraged for skaters and skateboarders.

Children's Safety

Resident is responsible for the safety, care and actions of Resident's own children and children in Resident's care. Please instruct children not to play in the streets, alleys or parking lots.

Disaster

Residents should familiarize themselves with the area local shelters and evacuation routes and plans. Should severe weather conditions ever arise, please listen to local radio or television stations for shelter designations and instructions set forth by Civil Defense and your local law enforcement agency.

The Federal Emergency Management Agency recommends that each family have an emergency kit readily available for transport in case of severe weather, hurricane, earthquake or other emergency. A Disaster Supply Kit list is attached as Exhibit B to this Community Handbook

Fire Protection

The Resident is responsible for ensuring their Premises compliance with all applicable fire and life safety standards. For further information regarding questions on fire prevention, please contact the local Fire Department.

Suggested tips in case of fire in your home:

1. DO NOT PANIC! KEEP CALM.
2. DO NOT TRY TO PUT THE FIRE OUT BY YOURSELF.
3. LEAVE THE ROOM WHERE THE FIRE HAS STARTED AND CLOSE THE DOOR.
4. HAVE ALL THE OCCUPANTS VACATE THE HOME
5. CALL 911 FROM YOUR NEIGHBOR'S HOME IMMEDIATELY
6. AFTER YOU HAVE LEFT YOUR HOME, DO NOT RETURN UNTIL THE FIRE HAS BEEN PUT OUT AND APPROVAL HAS BEEN GIVEN BY THE FIRE DEPARTMENT.

Alternate Plan:

If you cannot leave your home:

1. If door is hot, or smoke is seeping in, cover cracks and vents around door with wet towels.
2. Go to a room with an outside window; close all doors between you and smoke or fire.
3. Open window for air and hang sheet or blanket out to signal for help.

Fire Prevention

Following are suggested tips for fire prevention:

1. Locate all possible exits from a room and/or floor and discuss escape routes with family members. Select a meeting place for all family members once they are clear of the home. Hold a fire drill for your home to practice the family escape plan.
2. The telephone number of the fire department and all emergency services should be readily available by your phone.
3. If you are aware of a Resident who is an invalid or is confined to a bed, please contact emergency services if you suspect there is a fire.
4. Do not smoke carelessly.

5. Do not put food on the stove to cook and go to sleep or leave your home.
6. Do not overload your electrical outlets. If any appliance or TV starts smoking, pull out the plug and call the Fire Department.
7. When you leave your home for any length of time, make sure that the stove, TV or any other electrical appliance is turned off.
8. Do not try to remove a burning pan of grease or food from the stove. First, turn off the burner beneath the pan. Then smother the fire by using a cover or baking soda. Wait for the pan to cool before removing. It would be helpful to keep a large box of baking soda open and near your stove.
9. Cover unused outlets with outlet covers so that children cannot place items into them.
10. Do not leave electrical cords where children can reach them or use extension cords as a permanent connection. Electrical and extension cords should not be run under carpets, tacked to the wall or run between doorways or through door holes in the walls.
11. Dryer lint traps should be cleaned before each use of the dryer.

Fireplaces

Resident is responsible for the safe operation of owner purchased exterior fire pits, patio heaters, fire "fountains", and similar devices.

Garage Doors

Garage door springs, cables, brackets and other hardware attached to the springs are under very high tension and if handled improperly, can cause serious injury. We recommend that you report all malfunctions to the RSO so qualified professionals can make the necessary repairs/adjustments. A few simple precautions can protect family and friends from potential harm. Please take a minute to read the following safety tips:

- Do not stand or walk under a moving door.
- Do not let children play with or use the transmitters or remote controls.
- Teach children about garage door and opener safety; explain the danger of being trapped under the door.
- When using the pushbutton or transmitter, keep the door in sight until it completely stops moving.
- Teach children to keep their hands and fingers clear of section joints, hinges, tracks, springs and other door parts.

Should the power fail, you will not be able to open or close the door using the pushbutton or wireless transmitter (if equipped). Instead, you will have to pull the Emergency Release Latch to allow the door to be manually lifted or lowered. It is recommended that the latch be pulled when the door is closed. Use caution when using this release with the door open. Weak or broken springs may cause the door to fall rapidly causing severe injury or death.

If the wireless transmitter (if equipped) needs service, please drop it off at the RSO. A service technician will repair and/or replace the transmitter within 24 hours.

Hazardous Materials/Waste

It is critical that hazardous materials not be included in trash or recycling. Contact the RSO for information on suitable locations to store or dispose of household hazardous waste. Common hazardous household products include, but are not limited to:

- Paint/thinner
- Turpentine and other spirits
- Glue
- Gasoline and other petroleum products
- Batteries
- Pesticides, herbicides, fertilizers, soil additives
- Common household chemicals, including bleach
- Fluorescent light bulbs

Personal Safety Reminders

- Take responsibility for personal safety. Know your local emergency phone numbers.
- Verify the identity of anyone at your front door desiring entry. If the person claims to be an employee of the RSO and you do not recognize them, call the RSO for verification.
- Always use the main Neighborhood entrance when entering late at night.
- Be observant and always be aware of your surroundings and the people in the area.
- Do NOT display house keys in public or leave them in the mail area, at the pool, or places where they can easily be stolen.
- Do NOT affix identifying tags with your address on your key chain.
- Keep a complete list of the serial and identification numbers of all appliances, computers, television, VCR, stereo, etc. This will greatly aid in recovering stolen goods.
- DO NOT confront suspicious persons loitering around the property, but report them immediately to the proper authorities and the RSO.
- Vehicles should remain locked at all times with items stored out of sight.
- Doors and windows should be locked at all times. Please contact the RSO immediately if any locks are inoperable.
- Registered Sex Offenders Notice: Chapter 846E, Hawaii Revised Statutes, mandates that the Hawaii Criminal Justice Data Center maintain a central repository of covered offenders in the State of Hawaii accessible on the Internet at www.sexoffenders.hawaii.gov, identifying persons who have been convicted of certain sex offenses and/or crimes against children and must register as a Sex Offender.

Smoke and Carbon Monoxide Detectors

Smoke and carbon monoxide detectors have been provided to comply with local safety ordinances, and should not be deactivated or removed. Resident is responsible for checking and maintaining all smoke and carbon monoxide detectors, and must immediately notify RSO, of any problem, malfunction or damage to the detectors. Replacement of batteries is the Resident's responsibility. Any questions about operation or performance can be directed to the RSO. RSO recommends checking the monitors monthly. Disconnection and/or disabling a smoke detector is a violation of the local and State ordinances and will be cause for eviction.

Welding

Welding is prohibited at the Premises and in the Neighborhood at all times.

Window Safety

Children often climb on furniture and push against windows and/or screens, tumble out and suffer severe injuries or even death. To avoid such hazards, beds, tables, chairs and other furniture should not be placed in close proximity to windows.

Lock all windows.

Do not leave young children unsupervised in rooms with open windows.

45. SIGNS

Yard sale, patio sale or any other sign or banner advertising an event can only be posted on authorized bulletin boards or areas specifically designated by the RSO. Signs are not to be attached to utility poles, mailboxes, signposts, trees, etc.

46. SOLICITATIONS

Door-to-door sales, surveys, and/or solicitations of any sort are not permitted. Likewise, commercial advertising or flyers of any kind may not be posted or distributed. It is a Federal offense to attach anything to mail boxes.

47. TELEPHONE LINE MAINTENANCE

Information concerning telephone service in the Neighborhood will be provided during Move-In. Resident is responsible for all costs incurred with the exception of maintenance to the telephone line supplied by the Owner. If the problem is with the telephone, and not the telephone line, the Resident will be responsible for all charges.

Additional phone outlets and/or lines are allowed at Resident expense. Resident is limited to one (1) additional hookup installed per room with prior written approval. Resident will not be responsible for the removal of the additional hook-ups or subject to an additional charge at Move-Out as long as prior approval was obtained from the RSO. Request forms are available from the RSO.

48. TEMPORARY ABSENCE FROM PREMISES

Contact the RSO prior to leaving the Premises vacant for more than fourteen (14) days. The Resident must leave an emergency contact number at the RSO. It may be necessary to contact the Resident in the event of an emergency or if an unexpected issue arises. In addition, please take the following actions prior to leaving the Premises:

- DO NOT turn off heat or air conditioning for a period longer than two weeks.
- Lock all doors and windows.
- Lower, but do not completely close blinds, shades or curtains.
- Place timers on a few lights or a small radio.
- Stop deliveries of newspapers, mail, and other routine deliveries.
- Arrange for any items in the yard to be moved or removed for lawn care services to mow the lawn.
- Make arrangements to have any fenced areas mowed. Resident is responsible for the cost of any required yard maintenance in the fenced area that must be completed by the RSO.
- If absent for longer than 30 days, make arrangements to ensure timely Rent payments.

49. TRAMPOLINES

Trampolines are not permitted on Resident's Premises unless previous approval from RSO was obtained. Use is at Residents' risk.

50. VEHICLES

Repair of automobiles, parking, and the storage of recreational vehicles are a few of the topics that must be addressed in order to maintain a desirable Residential family environment. Following are rules and regulations for the Neighborhood:

Automotive Maintenance and Policies

- All vehicles must: (1) be operable and road-worthy, (2) display current tags, (3) display a current inspection sticker (if applicable in their State of registration), and (4) have current insurance as required by the State where the vehicle is registered.
- Commercial vehicles may not be kept in the Neighborhood or Premises unless they are of a size/type to fit completely in the Premises garage with the door closed. Resident may not park commercial vehicles in the street or driveway except when actively loading or unloading the vehicle.
- Due to environmental and safety concerns, automobile/vehicle maintenance shall not be performed by Resident, Occupant or Guest anywhere in the Neighborhood or Premises including garages, carports, parking spaces, or street. Additionally, vehicles may not be on jacks, jack stands, or ramps at any time.

Prohibited maintenance includes, but is not limited to:

- Repairs such as transmission repairs, engine overhauls, and bodywork (sanding and painting).
- Engine cleaning.
- Oil changing

Vehicles shall not be in an inoperative status in excess of 72 hours. All inoperable vehicles must be removed from the Neighborhood and Premises. Resident may request exceptions to this policy on a short-term basis through their RSO.

Garages/Carports/Sheds

Garages are intended for parking vehicles, to provide auxiliary storage of personal effects, and storing recycle and refuse bins.

The following policies apply to the use of the garage/carport:

- Storage of flammable liquid, such as gasoline, is restricted to 1 gallon and should be stored in a secure area.
- Garages shall not be used for living spaces, and shall not be altered or modified for such use.
- Pets shall not be kept in garages or sheds.
- Do not block or barricade garage doors.
- Do not store items near or block water heaters located in garages.
- The Resident, Occupant or Guest may not alter electrical wiring in garage or shed spaces or any other area of the home.
- A garage or carport is considered a “designated parking space”. No additional parking will be allocated for vehicles displaced by storage of personal goods.

Recreational Vehicles and Other Vehicles

Recreational vehicles, utility trailers, boats, campers, ATV’s, and jet skis must be parked in authorized designated areas, and are prohibited in the Neighborhood unless the item fits into the garage with the garage door completely closed. The only exception to this rule is when the vehicle is being made ready for use or storage. This approved exception period may not exceed 48 hours. Proper storage of recreational vehicle or other vehicles in a garage will not justify improper parking of vehicles.

The following rules apply:

- Automotive maintenance policies apply to RVs, boats, campers, ATV’s, and jet skis; therefore, oil changes, engine repair and bodywork are not allowed.
- Interior repairs of such vehicles shall not be made in the Neighborhood without prior approval from the RSO.
- RVs must not be plugged into any Neighborhood or Premises utilities.
- Flammables, such as paints, thinners, and gasoline may not be stored in vehicles.

- Guests' RVs may not be parked in the Neighborhood.
- A RV may be parked in the garage if it fits completely within the garage, the door is kept closed, and there is adequate parking remaining available for vehicles without impacting other Residents of the Neighborhood. RV's may NOT be parked in carports, driveways or designated parking spaces.

Contact your RSO for appropriate storage locations. Violation of these RV and other vehicle policies shall result in the removal of the RV or other vehicle from the Neighborhood at the Resident's expense.

51. WADING POOLS/ HOT TUBS

Use of small wading pools, not exceeding sixteen (16) inches in height and 6' in diameter, is authorized under the following guidelines:

- The water must not exceed 16 inches in depth, and will be emptied on a daily basis.
- Wading pools are to be constantly monitored by an adult during use, and must not be left unattended while holding water.
- Pools are to be emptied and turned over when not in use and properly stored.
- Grounds damaged by the pools must be restored.
- Wading pools must be kept in backyard areas.
- Residents are responsible for supervision of any person using the pool and liable for all injuries resulting from the pool, whether the Resident is present or not at the time of injury.
- Requests for exception to policy will be considered on a case-by-case basis.

Installed or portable hot tubs are not permitted. Medical exceptions will be reviewed on a case-by-case basis.

52. WASTE

All Residents, Occupants and Guests are forbidden from creating any Waste (unacceptable care of or damage to the Premises or Neighborhood). Resident is responsible for the cost of repairing Waste.

53. WATERBEDS

Waterbeds are allowed, but the Resident must provide acceptable liability insurance policy. Resident is responsible for all damages caused by the waterbed. Resident is advised that renter's insurance provided to Resident does not cover waterbeds.

54. WEBSITES

Owner's Neighborhood website is located at OhanaMarineCorpsCommunities.com. Residents will be able to use this website to inquire about and access information regarding upcoming events and activities in their Neighborhood.

55. WILDLIFE/BIRD FEEDING

To prevent the local wildlife in the Neighborhood from becoming a pest, or danger, the following rules and regulations must be followed:

Resident shall not feed feral animals or wildlife. Do not put food scraps outside or throw food scraps into the woods.

- Trash bins must be properly stored with lids securely closed.
- Birdfeeders are not to be hung over patios or from balconies interfering with other Residents. Any birdseed remaining on the ground must be cleaned up daily.

56. YARD AND GARAGE SALES

All yard and garage sales will be limited to Friday, Saturday and Sunday only. Items are not allowed to be left outside the Premises overnight. Signs may be posted only on Neighborhood bulletin boards or small stick-in-ground signs in the Premises yard. Signs may be posted no sooner than the day before the sale and must be removed by the end of the day of the sale. Do not place signs on road signs, telephone poles, mailboxes, trees, etc.

57. YARDS –PROHIBITED ITEMS

Dog runs and storage sheds are prohibited unless provided by the Owner.

Patios, balconies, and front yards must be neat and clean at all times. Bicycles, motorcycles, boxes and/or equipment may not be stored on patios or balconies. Towels and laundry may not be hung within patios, balconies, or from balcony railings. Furniture, other than acceptable lawn furniture, shall not be kept on balconies, or patios. Carpeting is prohibited. Exterior window sills must be kept clear at all times.

Toys and bicycles are not to be left on the lawn areas or in common areas, but should be stored in the Resident's garage or carport. Toys or bicycles should not be left in a Resident's lawn when not in use.

Tree houses and tree swings are not permitted on Resident's property, in common areas or in any tree on Neighborhood grounds.

Outdoor grills are permitted only outside the home no closer than ten (10) feet to the house or fence. Barbecue grills should not be left unattended when in use or while still hot. Cooking food in the front yard or on covered balconies, and/or patios using hibachis, grills, etc. is prohibited.

Burning of rubbish or bonfires is not permitted.

EXHIBIT A

CLEANING REQUIREMENTS FOR MOVE-OUT

GENERAL

- Completely remove all personal items from the home, storage area(s) and garage.
- Clean front and back yards from all rubbish, garbage, animal feces, etc., and remove all personal items.
- Any items requiring disposal or recycling must be removed from the Premises in an appropriate, proper, and approved manner.
- Any equipment or feature delivered as part of the Premises, (including appliances, appliance parts, fixtures, hardware, etc.), must be returned intact and in proper working order.
- Original wall color is not altered or changed unless previous written approval was obtained from the Owner.
- Remove all graffiti, markings, and stickers from ceilings, walls and window sills.
- All windows must be closed and locked with window covering left in the 'closed' position.

KITCHEN

- All kitchen surfaces – Remove all grease build-up and wipe down.
- All appliances – Remove all grease and food particles from exposed fixtures, wipe down inside and out.
- All floors - Sweep and wet mop all hard surface floors and vacuum all carpets.

BATH

- All bathroom fixtures and surfaces- remove all excessive soap scum, mold, mildew and other dirt build-up.
- Shower curtain - Remove.

BEDROOM/LIVING ROOM/DINING ROOM

- All floors - Sweep or vacuum as appropriate to the surface.
- All closets -Sweep and/or vacuum.

GARAGE/CARPORT/SHED/EXTERIOR

- Floors - Free of grease, oil and paint.
- Clean trash containers and recycle bins.
- Clean exterior doorways, porches and patios.

FENCED YARD

- Mow, trim and edge grassy areas.
- Remove weeds; patch bare spots.
- Police grounds, rake leaves, trim bushes.

EXHIBIT B

DISASTER SUPPLY KIT

The Federal Emergency Management Agency (FEMA) recommends each family keep the following items readily available for transport in case of severe weather, earthquake or other emergency: **Be prepared in advance and have emergency materials on hand.**

- Flashlight/Batteries
- Battery operated Radio with extra batteries
- **Water** – at least 1 gallon daily per person for 3 to 7 days
- **Food** – enough for 3 to 7 days
- Non-electric can opener
- Non-perishable and canned foods
- Food for infants or elderly
- Snack foods
- Cooking tools, fuel
- Paper plates, roll of paper towels, plastic utensils
- Blankets, Pillows
- **Clothing** – seasonal, raingear, sturdy shoes
- First Aid kit, Prescription Medicines
- Toiletries
- Cash
- Keys
- Tools
- **Important Documents** (keep in a waterproof container)
- Special needs for Infants or Elderly
- **Pet Care Items** (food, water, carrier/cage, medicines)

Disaster Services

American Red Cross

FEMA

Salvation Army

EXHIBIT C

SAFETY PAMPHLET

Residential Safety

Emergency Telephone Numbers

Police:

Fire:

EMS:

Management Office:

Personal Escape Plan

Use this section to outline your personal escape plan in the event that you must leave your home in an emergency. Review with your family the location of the nearest emergency exit and how to get there from your unit. Remember that in the event of a fire or a power outage you may not be able to see your way. It will help if you are specific in your plan (e.g., from entrance door turn right, 2nd door is stairwell...). Also determine at what area your family will gather once you are outside the building in case you become separated during your exit. Remain calm and orderly. Do not use elevators as a means of escape in an emergency.

Our Escape Plan Is:

We Will Meet Outside the Building At:

Personal Safety

Every day we encounter natural or man-made situations that can easily become disasters if we are not mindful and observant in our reactions to them.

There are already many safeguards in place for the protection of you and your family. However, there are some precautions only you can take to help protect against risk and injury to your family at home, work, or school. This brochure is a brief guide to some of those safety precautions that you may not think of as often as you could or should. Take a few minutes to look it over. Then look around your home and the areas in which you find yourself most often. If there is something else you can do to make your areas safe, please do not put it off. If you discover an unsafe condition in your home that is beyond your control, please inform your Building Manager.

When You Are At Home

- Lock your doors and windows at all times, even when you are home.
- Use dead bolt locks, if available, on doors at all times.
- When answering the door, first check who is there by looking through a window or peep-hole. If you do not know the visitor, get some information about him/her before you open the door (talk to him/her ask for ID, etc.). Do not let him/her in if you have any doubts.
- Be careful about giving out keys, gate cards, or lock combinations.
- Do not put your name, address, or phone number on your key ring.
- If you are concerned because you have lost a key, or because someone you mistrust has a key, ask the management to re-key the lock. We will be happy to do so at a nominal cost to you.
- Dial 911 for emergencies. If the 911 number does not operate in your area, keep emergency numbers handy for the Police, Fire Department and EMS. If an emergency arises call the appropriate governmental authorities first, then call the management office. Nothing can take the place of the police. Call them directly and immediately if you see any suspicious activity. As concerned citizens, we can help reduce crime.
- Check your door locks, window latches, and other safety devices regularly to be sure they are working properly.
- Immediately report the following to management:
 - Any needed repairs to locks, latches, doors, windows, smoke detectors, and alarm systems
 - Any malfunction of safety devices outside your dwelling, such as broken gate locks, burned out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds, and window shades at night.
- Mark or engrave identification on valuable personal property.
- Use only your first initial and last name on name directory for your mailbox.
- Never give your phone number or address to an unknown phone caller.
- Never mention you are alone.

When You Are Not At Home

- Lock your doors when you are not at home. Lock your door handle lock, keyed dead bolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar.
- Leave a radio playing softly while you are gone.
- Close and latch your windows.
- Tell your roommate or spouse where you are going and when you will be back.
- Do not walk alone at night. Do not allow your family to do so.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Use lamp timers when you go out in the evening or away on vacation. These devices can be purchased at most hardware stores.
- Let the manager and your friends know if you will be gone for an extended time. Ask your neighbors to watch your dwelling (the management cannot assume this responsibility).
- While on vacation, have your newspaper delivery stopped or have a friend pick up your newspaper daily.
- While on vacation, have your mail held by the post office or picked up regularly by a friend.
- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys.

Personal Safety And Your Car

- Keep your car doors locked while driving. Roll up the windows and lock your car doors when leaving your parked car.
- Do not leave valuable items exposed in your car (such as cassette tapes, CD's, wrapped packages, your briefcase or purse).
- Carry your key ring in your hand when walking to your car whether it is daylight or dark and whether you are at home, school, work, or other.
- Always park in well-lit areas.
- Check the back seat before getting into your car.
- Do not leave packages or items with your name and/or address on them in view
- Do not stop at gas stations or automatic teller machines at night or any other time when you suspect you may be in danger.
- If you believe you are being followed, do not drive home. Drive to the nearest Police station or a brightly lit, heavily occupied area.

Fire Prevention

- Notify the Building Manager immediately if you discover any fire hazards.
- Do not overload electrical outlets. Have any defective electrical appliances repaired or replaced.
- Do not use an oven or stove to heat your apartment.
- Do not smoke in bed or when drowsy.
- Use only deep, large ashtrays. Never empty them into wastebaskets without first dousing them in water.
- Do not wear bulky or loose clothing when cooking.
- Never leave a lit stove unattended.
- Always check to see that burners and oven are shut off after use.
- Check to see that pilot lights on gas appliances remain lit.
- Keep smoke detectors in working order and test often. Replace batteries when needed.
- Unplug your television when going away for an extended time.
- Do not burn candles near curtains/draperies. Do not leave lit candles unattended. Do not go to bed and/or fall asleep with candles lit.
- Do not store combustible materials in or near a furnace, water heater, or in any closed-in area.
- It is a good idea to have an all-purpose (ABC type) home fire extinguisher accessible to extinguish small fires.

In Case of Fire

- Call the Fire Department before attempting to extinguish the fire. Then notify the Building Manager.
- Do not use water to extinguish a grease or electrical fire.
- Do not panic. If you must leave the building, do so in a calm and orderly manner.
- Do not use elevators as a means of escape. Seek an alternate route through the use of stairwells, fire escapes, etc.
- Stay low. Remember, smoke and toxic gases rise. The air near the floor is cleaner.
- If you are near the fire, maintain contact with a wall. Feel if doors are hot before you open them. Be prepared to close doors immediately if smoke or flames come in. Confine the fire by closing all doors behind you as you exit.
- Should your clothing catch fire ...STOP! DROP! and ROLL!
- Upon exiting the building, move away from it to allow easy access for fire fighters.

Operational Identification

Operation Identification is designed to discourage burglary and theft by engraving property with an easily traced identification number. Participation in Operation Identification means if your property is recovered after being lost or stolen it can be returned to you more easily.

To participate, engrave your driver's license number on your property, preceding the number with the abbreviation for your state. **Mark** your property as conspicuously as possible without defacing it. Also engrave your number in an inconspicuous spot for added security. **Make a record and take photos** of the property you mark. Keep them in a safe place. After marking your property, **obtain Operation Identification stickers from your police department** and display stickers on doors and windows. If your property is stolen, provide the Police with your Operation Identification record and photos.

Personal Safety Awareness

No safety system is fail-safe. Even the best system or precautions cannot prevent crime. Always proceed as if safety systems do not exist; they are all vulnerable to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

It is your responsibility to insure your property and safeguard against personal liability loss. The total value of your personal belongings, including clothing, could easily exceed many thousands of dollars. Renter's Insurance provides coverage against fire, theft, or other physical loss, in addition to protection against personal liability. *We strongly urge you to carry a comprehensive Renter's Insurance Policy.*

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This document continues on the following page.

DISPUTE RESOLUTION PROCESS

OWNER'S INFORMAL DISPUTE RESOLUTION PROCESS

As a valued resident of our community, your concerns are very important to us. This is why a multistep dispute resolution process has been established to address Tenant concerns and any disputes relating to the Lease. The first step for resolving disputes is included in the Owner's two-part Informal Dispute Resolution Process below; and, if the Owner's two-part Informal Dispute Resolution Process does not resolve the dispute to your satisfaction, you have the right to elevate your concerns to the MHO and pursue the Government Dispute Resolution Process as set forth in the Universal Lease as incorporated into our Active Duty Tenants' current leases through HMC's Community Guidelines and Policies, which you will find copied below.

The Owner's two-part Informal Dispute Resolution Process is available to you so that your concerns are elevated to the appropriate HMC team members to ensure a thorough review of your concerns and a timely response. To afford us an opportunity to thoroughly evaluate and address your concerns as quickly as possible, any complaint or dispute must initially be submitted to us using the following process:

- 1. Submit a complaint online using the Owner Approved Form:** To initiate the Owner's Informal Dispute Resolution Process, you must:
 - a.** Prepare and submit an online complaint using the Owner approved form for review by the Community Director. The form allows you to describe the complaint in detail, provide adequate supporting information and documentation (i.e., complete description of the issue, photos, invoices, estimates, etc.), and detail what specific steps we might be able to take to address your concerns. This form is available and must be submitted online at <https://riskconnecthunt.force.com/Dispute/s/>. Once your complaint is submitted, you will receive an email confirmation including your dispute resolution number. Should you lack the means by which to submit your complaint electronically, please contact your Community Director for further assistance. For all other questions, please contact your Community Director.
 - b.** Cooperate with us as we investigate your concerns, which may include, without limitation, providing us with prompt access to your Premises for inspection or repairs, providing additional documentation, or answering questions about your complaint.
 - c.** Allow your Community Director up to five business days from the receipt of your online complaint to fully evaluate your concerns and respond.
 - d.** You will receive an email notification from the Owner's Informal Dispute Resolution portal once the Community Director has responded to your complaint.
- 2. If you are not satisfied with the Community Director's response to your complaint:** You may elevate your complaint to the Regional Director of Operations, by:
 - a.** Making a written request to your Community Director that your complaint be elevated to the Regional Director of Operations.
 - b.** You will receive an email from the Owner's Informal Dispute Resolution portal containing the Owner's approved Regional Level Request Form. Prepare and submit

the Regional Level Request Form online. Once your Regional Level Request Form is submitted online, you will receive an email confirmation. Please contact your Community Director with any questions.

- c. Cooperate with us on any additional reasonable requests to allow the Regional Director of Operations an opportunity to thoroughly investigate your complaint such that we may try to resolve it to your satisfaction.
- d. Allow the Regional Director of Operations up to ten business days from the receipt of your online request to review, evaluate and respond to your complaint.
- e. You will receive an email notification from the Owner's Informal Dispute Resolution portal once the Regional Director of Operations has responded to your complaint.

If you are not satisfied with the Regional Director of Operation's response to your complaint: You may pursue Government Dispute Resolution pursuant to the Universal Lease, as further outlined below.

GOVERNMENT DISPUTE RESOLUTION PROCESS (EXCERPT)

“SECTION 9 -- DISPUTES”

If Tenant has a dispute with respect to Owner's performance of responsibilities under the Lease or attached schedules, Tenant shall first attempt to resolve it by bringing the request or concern to the attention of the Owner. If Tenant and Owner are unable to resolve such dispute to the reasonable satisfaction of either party, Tenant shall attempt to resolve such dispute through Informal Dispute Resolution Processes set forth by the MHO; as such, informal process is identified and described on the Community Specific Addendum. If Tenant has a dispute pertaining to the Premises that is not resolved using the informal resolution processes, and the dispute pertains to rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”), Tenant or Tenant's designated agent may submit the request or concern to the MHO for formal dispute resolution, in accordance with the Dispute Resolution Process set forth on Schedule 3. Tenant or Owner may seek legal advice or seek to resolve the dispute and pursue any remedy available by law in accordance with applicable law, except that Tenant and Owner shall not pursue such remedy available in law while a Formal Dispute Resolution Process under Schedule 3 is pending.

“SCHEDULE 3 — DISPUTE RESOLUTION PROCESS”

DISPUTE RESOLUTION PROCESS

1. **Scope.** This Dispute Resolution Process (hereinafter, “Dispute Resolution Process”) allows eligible tenants of privatized military housing to obtain prompt and fair resolution of housing disputes concerning rights and responsibilities set forth in the Lease, including maintenance and repairs, rental payments, displacement rights, Lease termination, inspections, or fees and charges (each an “Eligible Housing Dispute”).

- 2. Eligibility.** Any military member, their spouse or other eligible individual who qualifies as a “tenant” as defined in Section 2871 of title 10 of the United States Code (hereinafter “Tenant” or “Tenants”) is eligible to seek resolution of Eligible Housing Disputes. Prior to initiating this Dispute Resolution Process, a Tenant must first attempt to resolve the dispute through the Informal Dispute Resolution procedures as described in Section 9 of this Lease agreement, which includes utilizing the informal issue resolution procedures of the Military Housing Office (“MHO”) with responsibility over the subject housing unit (the “Premises”).
- 3. Dispute Processing.**

 - (a)** To initiate the Universal Lease Dispute Resolution Process, the Tenant must complete the Form attached here as Exhibit A (hereinafter, “Request Form for Dispute Resolution Process”), available from the MHO, and submit it to the MHO responsible for their leased Premises. At a minimum, the Tenant must provide the following information on a Request Form for Dispute Resolution Process: (i) Tenant’s name, contact information, and military status; (ii) the Owner’s name; (iii) the address of the subject Premises; (iv) written affirmation the Tenant has sought resolution through, and completed, the informal issue resolution procedures set forth in Section 9 of the Lease agreement; and (v) a concise statement describing the dispute and prior efforts to resolve it. A Tenant who wishes Owner to withhold all or part of the Rent payments received by Owner during the Dispute Resolution Process (not to exceed 60 calendar days), pending resolution of the dispute as provided for in Section 4 below, must explicitly request Rent segregation on Section 7 of the Request Form for Dispute Resolution Process.
 - (b)** Within two (2) business days after receiving a Request Form for Dispute Resolution Process, the MHO shall review the request and take the following action:

 - (i)** If the MHO determines the request is ineligible or incomplete, the MHO shall provide written notice to the Tenant, as further described below.
 - (ii)** If the MHO determines the request is complete and eligible for this Dispute Resolution Process, as determined by the MHO in its reasonable discretion, the MHO shall notify the Tenant of receipt and simultaneously provide a copy of the request to the Owner and the Installation Commander responsible for the Premises.
 - (iii)** If the MHO determines the Tenant is not eligible to request dispute resolution, the dispute is not an Eligible Housing Dispute, or the request for dispute resolution does not contain sufficient information, the MHO will provide a written notification to the Tenant explaining the reason(s) for the ineligibility or the information needed for further consideration. The Tenant may submit a revised Request Form for Dispute Resolution Process. All subsequently described deadlines associated with the Dispute Resolution Process will run from the date of MHO’s receipt of an administratively complete Request Form for Dispute Resolution Process..
 - (c)** The Deciding Authority shall be the Installation or Regional Commander with authority over the Premises.
- 4. Treatment of Rent Payments Pending Dispute Resolution.** If an Eligible Housing Dispute alleges failure to meet applicable maintenance guidelines and procedures prescribed under the terms of the Lease agreement or applicable Schedules and addenda, or the housing unit is otherwise alleged to be uninhabitable according to applicable State or local law, a Tenant may request Owner to withhold all or part of the Rent payments received by Owner

during the Dispute Resolution Process (not to exceed 60 calendar days), on the Request Form for Dispute Resolution Process. Upon receipt of an administratively complete Request Form for Dispute Resolution Process in which the Tenant has requested a partial or complete withholding of Rental payments, the MHO will notify the Owner to initiate the process to withhold such payments from use. The Owner shall segregate amounts equal to such payments (the "Segregated Rental Payments") in a project level reserve account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors for any purpose pending completion of the Dispute Resolution Process.

- 5. Owner and Tenant Obligations Pending Dispute Resolution.** The rights and responsibilities of both Owner and Tenant under the Lease shall be unaffected by, and continue, pending the Dispute Resolution Process, including the ability of the Owner to access, maintain, and repair the premises. Any actions taken by the Owner to repair the premises during the Dispute Resolution Process shall be considered by the Deciding Authority in rendering a decision.
- 6. Inspection.** Within seven (7) business days of receiving an administratively complete Request Form for Dispute Resolution Process, if the Eligible Housing Dispute is related to living conditions or the physical condition of the Premises, the MHO shall schedule and conduct a physical inspection of the Premises. The Owner and its designee, the Tenant or Tenant's representative, and the Dispute Resolution Investigator shall be notified of any inspection schedule and be afforded the opportunity to be present at the inspection. The Owner or its designee may schedule a separate inspection, at which the Tenant or Tenant's representative shall be allowed to be present. The Tenant shall grant access to the Premises for these inspections at a time or times and for a duration or durations mutually agreeable to the attendees. The Deciding Authority may grant an additional seven (7) business day extension in writing, if necessary, at the request of the MHO, the Owner, or the Tenant to facilitate inspections. If a Tenant fails to grant access to the Premises for inspections discussed in this Section, the Dispute Resolution Process shall terminate, no decision rendered, and the specific subject of the dispute deemed ineligible for future consideration. Within three (3) business days of the MHO inspection, the MHO shall make a written report of findings, and transmit the results of the inspection to the Deciding Authority, the Owner and the Tenant.
- 7. Consideration of Recommendations.** Before making a decision, the Deciding Authority shall solicit written recommendations or information relating to the Eligible Housing Dispute from each of:
 - (a)** The head of the MHO;
 - (b)** Representatives of the Owner for the subject Premises;
 - (c)** The Tenant of the subject Premises;
 - (d)** If the Eligible Housing Dispute involves maintenance or other facilities related matter, one or more professionals with specific subject matter expertise in the matter under dispute, selected and provided by the Deciding Authority. The cost of any other additional inspections, reports, or evidence gathered by the Parties will be borne by the Party requesting additional inspections; and
 - (e)** An independent Dispute Resolution investigator (the "Dispute Resolution Investigator") selected by the Deciding Authority who shall consider the recommendations or information collected pursuant to Sections 7(a) through 7(d) of this Schedule in making a recommendation.

The Deciding Authority shall make any written recommendation or information relating to the Eligible Housing Dispute provided pursuant to this Section 7 available to the Owner and Tenant for review within three (3) business days of receipt by the Deciding Authority of all written recommendations or information collected pursuant to Section 7(a) through 7(e) of this Schedule. Both the Owner and Tenant shall have up to three (3) business days to submit a written rebuttal to any information received by the Deciding Authority. The Deciding Authority shall make any rebuttal submission available to the other Party within three (3) business days of receipt. At the end of any applicable period for rebuttal, the fact-finding portion of the Dispute Resolution Process shall be considered completed.

- 8. Decision.** The Deciding Authority shall issue a final written decision in the Dispute Resolution Process no later than thirty (30) calendar days after MHO's receipt of an administratively complete Request Form for Dispute Resolution, unless good cause exists for the Deciding Authority to take up to an additional thirty (30) calendar days. In no case, however, shall the Deciding Authority make a decision more than sixty (60) calendar days after the MHO accepts as complete the Request Form for Dispute Resolution Process. The Deciding Authority shall transmit the decision to the Tenant, the Owner, and the MHO on or before the deadline outlined herein. The decision shall include a certification that the Deciding Authority solicited and considered the recommendations described in Section 7 of this Dispute Resolution Process; a concise statement of the rationale underlying the decision; and the resolution of the Eligible Housing Dispute, which may include direction of any remedies available under Section 9 of this Dispute Resolution Process, or a finding of no fault by the Owner, as applicable.
- 9. Remedies.** The Deciding Authority (i) shall direct the final determination of the disposition of any Segregated Rental Payments, and (ii) may direct one or more of the following remedies and specify a reasonable time for the Owner and/or Tenant to comply, as applicable:
 - (a)** Direct the Owner to take action to remediate the Premises. Such an order may identify specific commercially reasonable outcomes but shall not specify methods of repair;
 - (b)** Direct the Owner to fund Tenant relocation in accordance with the Minimum Standard Tenant Displacement Guidelines (Schedule 4);
 - (c)** Direct the distribution of any Segregated Rental Payments to Owner or Tenant, as applicable;
 - (d)** Direct a reimbursement or credit, as appropriate, for the payment of any fees, charges, or move-out damage assessments determined to be due to Owner or Tenant; or
 - (e)** Allow Tenant to terminate the Lease or excuse Tenant from minimum move-out notice requirements and any associated fees.

The Deciding Authority may not order any remedies other than those specified in Sections 9(a) through 9(e) above. The Deciding Authority's decision is the final action available under this Dispute Resolution Process. To the extent, the decision requires Owner to perform work at the Premises; such decision shall stipulate that the Tenant shall not interfere with Owner's ability to perform work at the Premises. The Deciding Authority shall reasonably determine whether such work ordered to be performed by Owner pursuant to the Dispute Resolution Decision has been satisfactorily completed.

- 10. Availability of Assistance to Tenants.** While the Dispute Resolution Process does not require the use of legal services, military legal assistance attorneys may provide legal services

in furtherance of this Process to Tenants statutorily eligible for military legal services to the extent those services are available at the military installation. Private civilian attorney or other assistance may be obtained by the Parties at each Party's own expense without reimbursement. In addition, a Tenant Advocate from the MHO may provide the Tenant advice and assistance on the Dispute Resolution Process.

- 11. Relationship to Applicable Laws.** Nothing in this Dispute Resolution Process, or any decision rendered by the Deciding Authority, shall prohibit a Tenant or Owner from pursuing the original Eligible Housing Dispute in any adjudicative body with jurisdiction over the housing unit or claim in accordance with applicable state and/or federal law. Nothing in this Dispute Resolution Process shall prohibit a Tenant or Owner from pursuing an ineligible dispute in any appropriate adjudicative body.
- 12. Confidentiality and Use of Information in Subsequent Litigation.** By using the Dispute Resolution Process, the Parties agree and agree to cause their representatives to maintain the confidential nature of the proceeding and the Decision. No action taken by the Parties in connection with this Process shall be deemed or construed to be: (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by either Party of any fault or liability whatsoever to the other Party or to any third Party. Further, any recommendation gathered by the Deciding Authority pursuant to Sections 7(a) through 7(e) of this Dispute Resolution Process, and any written decision or remedy rendered pursuant to Sections 8 or 9 of this Dispute Resolution Process shall remain confidential and may not be released or used as evidence in a court of law or other similar judicial proceeding, except to the extent necessary to demonstrate that any alleged damages have or have not been remedied, and shall be withheld from release, as applicable, under the Freedom of Information Act (FOIA).

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EXHIBIT A — REQUEST FORM FOR FORMAL DISPUTE RESOLUTION PROCESS

REQUEST FORM: GOVERNMENT FORMAL DISPUTE RESOLUTION

1. Tenant Name (Rank, Last, First):

2. Premises Address (Street, City, State, Zip):

3. Tenant Contact Information:

(a) Phone # (Home/Cell): _____

(b) Email: _____

4. Owner Company Name: _____

5. Owner Contact Information:

(a) POC Name (Last, First): _____

(b) Phone # (Home/Cell): _____

(c) Email: _____

6. Statement describing the dispute and prior efforts to resolve it (including supporting documentation):

7. Rent Segregation Request. Tenant hereby requests segregation of Tenant's future Rent payments as of the date set forth below.

_____ Tenant requests full Rent segregation in the amount of \$ _____ per month, or

_____ Tenant requests partial Rent segregation in the amount of \$ _____ per month.

8. Name and signature of Tenant confirming they have sought resolution through, and completed, the informal resolution process procedures set forth in Section 9 of the Lease agreement.

Name: _____ Signature: _____ Date: _____

(TO BE COMPLETED BY THE MHO)

This is an administratively complete request eligible for Rent segregation in accordance with Lease Section 9 and Section 4 of Schedule 3 (Dispute Resolution Process). Owner is directed to segregate an amount equal to \$ _____ per month in a segregated account unavailable to the Owner, or Owner's property manager, employees, agents, or contractors.

Name of MHO Representative: _____ Date: _____

Signature: _____