



EAGLE HEIGHTS

HUNT MILITARY COMMUNITY



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Resident Guidelines

Dear Resident:

Hunt Companies is glad you chose Dover Air Force Base Properties LLC ("DAFBP") for your new home. We have created the following policies for our communities with your comfort, convenience and safety in mind. Generally, you will find these resident guidelines will follow, to the greatest extent possible, those guidelines established by the applicable local Housing Office. Included among these guidelines are references to policies for amenities that may or may not be available at your community.

Hunt Companies serves as the managing agent for the owner of your community, at Dover Air Force Base for the purpose of these policies, we will refer to you, the "Resident," as being any person who is listed as a resident on a valid and current lease agreement, and entitled to occupy the home and a "suitable and responsible representative" as a person 18 years of age or older who is authorized by a parent, guardian, or legal custodian. It will be the responsibility of you, the Resident, to ensure all your occupants, guests, invitees and others present at the Community comply with all written Community policies. From time to time, we may make reasonable policy changes, which will be coordinated in advance with the local Air Force Housing Management Office and distributed in writing.

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1. LEASE PROVISIONS

1.1. Number of Occupants

To assure quality service and amenities, the number of occupants per home will be limited to two individuals per bedroom. A newborn under the age of 6 months will not be included in occupancy limits. The occupancy limit will be waived for active duty military personnel who are heads of household and whose immediate family (spouse and declared family members) exceeds the two-persons-per-bedroom rule. The waiver of occupancy limit does not include extended families (i.e. grandparents, aunts, uncles, nieces, nephews, cousins, etc.) It is the responsibility of the Resident to inform management, if or when, the number of people residing in their home exceeds occupancy limits. Failure to do so will constitute a violation of the Lease Agreement.

1.2. Inter-Community Transfers

The Community Manager and the local Air Force Housing Office may approve transfers from one home to another and in such instances a new Lease Agreement will be signed. The vacated home will be inspected and must be left in the condition described in your Move-Out Instructions. We will assess charges for damages as applicable and will require they be paid upon request.

1.3. Notice of Intent to Vacate

In accordance with the Lease Agreement, we require the Lease term be fulfilled and/or you comply with the provisions of your Lease. In addition, we require at least 60 days written notice be provided prior to vacating the dwelling. Exceptions to this policy are included in the Lease Agreement.

1.4. Lease Renewal

Upon the expiration of your initial Lease term, your Lease Agreement shall be automatically renewed on a month-to-month basis except upon the occurrence of one of the following events: 1) Landlord gives Resident written notice of Landlord's intention to terminate the Lease at least 60 days before the end of the Original Term; or 2) Resident gives Landlord written notice of Resident's intention to terminate the lease at least 45 days before the end of the Original Term; or 3) Landlord and Resident execute a new lease. When renewed on a month-to-month basis, Landlord or Resident may terminate this lease by giving the other party a minimum of 60 days' written notice, which 60-day period shall begin on the 1st day of the month following the day of actual notice. Please feel free to contact the Hunt Companies Management Office for details.

1.5. Promotion/ Demotion

Resident shall not be required to move from one unit to another if promoted or demoted and BAH changes, but shall be required to pay either the increased or decreased rent associated with that change in pay grade when the annual rates change on January 1st of each year. If, in the event of a promotion, the resident opts to move, resident will sign a new lease at the increased rent. In the event of a demotion, resident can pay the decreased rent, but must notify the management office in writing.

1.6. Non-Sufficient Funds (NSF) Checks

Hunt Companies requires all military residents living in DAFBP Housing to pay rent by allotment. Check or money order will be accepted in the event the account accumulates a balance. In the event housing is assigned to civilians, Hunt Companies will require rent to be paid by personal check or money order on the first day of the month. Hunt Companies Dover Air Force Base

Properties, LLC will permit a five day grace period. All initial move in funds must be paid by money order or certified funds. Any checks submitted for any other and then returned due to NSF will be assessed a late fee and a NSF fee. In addition, we will require all other payments be made by allotment, cashier's check or money order.

2. MOVE-IN / MOVE-OUT RESPONSIBILITIES

2.1. Move-In Inspection

The resident and a Placement Specialist will complete a Move-In Report verifying the condition of the home upon move-in. They will inspect the house together and make note of any damages to the house so that DAFBP can perform any necessary repairs. If repairs are not practical, the Move-In Report will note the existing damage so that the new resident will not be held responsible for any preexisting damage when they move-out. After a thorough inspection of the home, the resident shall provide written acceptance of the Premises "as is", except for those conditions noted on the Move-in Report. No agreements have been made regarding future repairs unless specified in the Move-In Report.

2.2. Termination/Vacate Notice

DAFBP requires a written 60-day notice of intent to vacate prior to vacating the home, including at the end of the lease term. Immediate permanent change of station (PCS) orders or discharge from active service will be an exception to this policy and the 60-day notice provision will be waived; a 30-day written notice of intent to vacate for military orders is required when possible. Residents can obtain the notice to vacate form from a placement specialist who can answer any questions regarding the move-out process.

Residents are normally required to visit the management office when delivering the notice of intent to vacate in order to coordinate the actions required to clear family housing, including terminating the service member's BAH allotment, scheduling the move-out inspection and providing forwarding information.

2.3. Cleaning Requirements (Vacating Quarters)

When vacating, the resident must leave the home in the same high standard of cleanliness and repair that it was received. The Resident is responsible for leaving the home with no damage (unless noted on the Move-In report), normal wear and tear excepted, and in a broom-clean condition. Broom clean condition implies that a home is clean throughout – all surfaces wiped down and all flooring has been swept or vacuumed prior to the move-out inspection. Any work not completed by the Resident will have to be completed by the maintenance staff and will be charged back to the Resident. A damage cost estimate sheet, outlining the standard costs to clean or repair homes left dirty or damaged beyond normal wear and tear is maintained in all DAFBP management offices.

2.4. Normal Wear and Tear

Repairs or replacement of equipment provided by DAFBP, due to normal wear and tear, will be at DAFBP's expense. Residents are liable for any damage that is determined to be in excess of normal wear and tear of a home. The cost of repairs or replacement of equipment, resulting from damage in excess of normal wear and tear, will be the responsibility of the resident. A damage cost sheet can be obtained from the community management office.

2.5. Move-Out Inspection

Vacating residents should schedule an inspection within seven days of submitting the Notice to Vacate. Resident's are encouraged to accompany the DAFBP representative during the inspection.

3. POLICIES FOR RECREATIONAL AREAS

3.1. Access By Minors

While the following policies contain minimum provisions regarding the supervision of persons under the age of twelve (12) years old, Residents are advised to exercise their own prudent judgment with respect to the unsupervised use of the facilities by minors. Neither Hunt Companies or owner, by establishing the minimum requirements contained in these policies, are in any manner representing, guaranteeing or ensuring the safety of any persons when participating in the activities or utilizing the facilities of the community with or without supervision.

3.2. Swimming Pool

We ask that all Residents and their guests observe the posted pool regulations as established by the City/County. For health and safety reasons, we require all persons under the age of 14 be accompanied and supervised by a parent, guardian or legal custodian, or a suitable and responsible representative, at all times. To ensure space for all residents, please do not have more than two guests per home at the pool at any one time. A Resident or occupant must accompany guests at all times. For the comfort and pleasure of all Residents, radio and CD players may only be used with earphones. All Residents and their guests are asked to refrain from loud or profane language and to conduct themselves in a manner which is not offensive to those around them.

Please wear only swim wear in the pool, as the strings on cutoffs will clog the filter system. Floats, toys and air mattresses are not allowed, although safety floats for children are permitted. Identification may be requested any time to assure only Residents/occupants and their guests use the pool. In addition, neither pets nor glass objects are allowed in the pool area. (This provision does not apply to guide animals used by visually challenged persons.)

3.3. Sports and Recreational Areas / Fitness Center

While all Residents may use the sports and recreational areas, persons under the age of 12 must be accompanied and supervised by a parent, guardian, or legal custodian, or a suitable and responsible authorized representative, at all times. Residents may check out equipment from the Hunt Companies Management Office during office hours and may require proof of residency. We require a valid driver's license or other identification be left at the Hunt Companies Management Office and all equipment be returned before closing. Use of sport and recreational areas are at your own risk and all Residents must expressly understand Management is to be held harmless for any and all injuries, accidents, or losses suffered while using facilities. The Hunt Companies Management Office will make no warranties concerning the equipment or facilities and Residents agree no representations are being made as to the safety, desirability or quality of equipment or facilities. Residents and their guests or occupants will be responsible for the cost of any repair or service on equipment or facilities due to misuse. Management reserves the right to limit the use of facilities. To ensure space for all Residents, we ask you do not invite more than two guests to accompany you while using these facilities.

3.4. Policies for Common Areas

All common areas, including but not limited to parking lots, stairwells, jogging trails, the grounds surrounding your home, clubrooms, sport courts, creeks, lakes and pools must be kept clear at all times of trash, refuse and other obstructions. Please be aware all items left unattended in common areas may be removed and disposed of by management personnel without notification. Common areas are for the use and enjoyment of all Residents at the Community. Any Resident, occupant and/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.

3.4.1. Motor Vehicles and Parking

When entering or leaving the community, we ask you to operate your vehicle at a speed not to exceed 20 miles per hour. All parking is unassigned, unless otherwise specified in your Lease Agreement.

The parking lots are for the parking of personal automobiles, motorcycles, vans or pick-up trucks belonging to or used by the Residents and occupants of the community. Cars without valid license plates will be subject to towing. The use of parking lots for any other purpose, such as parking or storage of commercial vehicles, taxi cabs, boats, trailers, large trucks, buses, large motor homes, friends' vehicles or repair of motor vehicles (including oil changes), is expressly prohibited anywhere in the community (including private garages).

Local fire codes prohibit the parking of motorcycles on sidewalks, patios or inside your home. Please do not park in designated fire lanes, handicapped spaces (unless authorized to do so) or block trash receptacles. Such action is a violation of local ordinances and vehicle will be towed at the owner expense. Any vehicle towed may be subject to additional fines. All abandoned, inoperable vehicles and/or vehicles with expired registration are subject to being towed. In addition, any vehicle with an alarm system which malfunctions and/or sounds continuously for one hour, or intermittently for a period of three hours, is subject to being towed. If you are planning to be absent from your home for an extended period of time, please make arrangements with management regarding a contact person in your absence.

3.4.2. Recreational Vehicle Parking

Residents should contact Outdoor Recreation Supply (677-3959) to get a reserved parking spot in the RV parking lot on the main base for an administration fee. Recreational vehicles are allowed in DAFBP Housing only up to 24 hours before and after use for prep and clean up time.

4. CARE OF HOMES

With the exception of childcare operated by an installation-approved, licensed child care provider and in-home businesses with prior approval, Residents may not operate any type of business in or from their home or within the community without the approval of Hunt Companies. Any commercial enterprise which interrupts the privacy of other Residents will not be approved.

4.1. Access to Your Dwelling

We require the Management Office to approve any change of home locks. It is imperative we have access to your home in order to handle emergency situations; therefore, it is necessary for your manager to have a copy of any and all keys to your home. The landlord is required to give the Resident 48 hours notice of intent to enter the unit for any purpose other than to make repairs requested by the Resident or in case of an emergency. Whenever management personnel or

exterminators enter your home to perform work, they will leave a copy of the service request to let you know what work was performed.

We require written permission be supplied from Residents listed on the Lease Agreement, in order to give access to a home. This includes delivery companies, moving van representatives, out-of-town guests and relatives.

4.2. Appliances and Fixtures

Your dwelling is equipped with appliances and we require written permission be obtained before any Resident installs a privately owned appliance. We will require any removed appliance be stored within your home. We ask you to not overload your dishwasher and only use detergents made for automatic dishwashers. To keep your disposal in good working order, please turn on cold water before starting your disposal and do not grind bones, rinds, or stringy foods. If your disposal should stop, press the reset button on the outside of the disposal.

4.3. Decorating

Hunt Companies requires Residents to refrain from modifying the walls, shelves or closets without prior approval, except as allowed by any applicable Federal, State or Municipal Statute, Law or Ordinance relating to persons with disabilities. Painting is only to be performed by management personnel. We will allow Residents to hang pictures, mirrors, etc. on the walls, but ask you to use appropriate picture-hanger devices. In addition, we ask you to please use a cutting board rather than chopping and cutting on the kitchen counter tops. Residents are allowed to use waterbeds on the ground level, but only with proof of private insurance to cover any possible damages from waterbeds. In order to keep your home its most attractive, we also require any window treatment be approved by the Hunt Companies Management Office. All windows must show white to the outside--aluminum foil or colored window treatments will not be allowed. Residents shall dispose of garbage in designated receptacles only. Please utilize telephone outlets already installed in your home. Additional wiring is prohibited. Requests for wiring for additional telephone lines will be handled on a case-by-case basis; please contact the management office.

4.4. Fences

Residents desiring to install fences must obtain written approval from DAFBP, in advance, and all fences must be of the type approved by DAFBP and installed in a location approved by DAFBP. All resident-installed fencing will be maintained by the resident. Residents are not allowed to paint, attach, or alter fencing in anyway, without written authorization by DAFBP. Residents are required to properly maintain backyard fencing, i.e. removal of weeds, grass and debris.

4.5. Patios

Hunt Companies requires you to keep your sliding doors, patio doors, and windows closed and locked during your absence to protect against rain damage. Patios or entryways should be kept uncluttered and free of trash. In addition, please do not leave pets unattended on patios at any time (only in communities where applicable).

4.6. Private Yards

Private yards should be kept free of signage, excessive decorations, trash and debris. Playground equipment and doghouses are permitted provided they are placed in the back yard of the premises. Structures such as dog runs, storage sheds, or personal whirlpools/spas are not allowed without prior written approval from management. While private wading/swimming pools are allowed, they cannot be left over night or unattended at any time while there is water in the pool.

4.7. Landscaping

Standard landscaping services will be provided in the family housing common areas and in the yards of all residences in order to keep consistency throughout the family housing areas. Residents are allowed to make additions to their gardens for their own gardening pleasure.

Lawn maintenance services, including mowing, edging and leaf removal, will be provided by DAFBP on a designated schedule. Lawn maintenance will include all areas outside the boundary of any housing area fences. However, the areas must be fully accessible to receive services. Residents will be responsible for maintaining all inaccessible areas inside of fences in accordance with the DAFBP specifications. Fencing will be removed in the event that lawn maintenance is not performed to required standards.

5. GENERAL INFORMATION

5.1. Guests

Immediate relatives of Resident as defined in the lease agreement may be considered normal Residents of household and are not "Social Visitors," regardless of period of stay. Social visits by military members assigned to the Installation and civilians employed at the Installation but who permanently reside outside the commuting area are limited to 30 days. The Resident agrees that the duration of social visits by anyone residing within the sixty- minute commuting area of the Installation is limited to no more than two days. Visitation period for all other guests is limited to two weeks per visit. Special situations, such as temporary custody, should be referred to management and will be dealt with on an individual basis. The owner reserves the right to control the entry into the community by Resident's guests, agents, licensees or invitees, furniture movers, delivery persons, solicitors, and/or salespeople and may prohibit from the dwelling or community guests or invitees who, in Owner's reasonable judgment, have been disturbing the peace, disturbing other Residents or violating community policies.

5.2. Safety/Security

Please report immediately to police and then to the Hunt Companies Management Office or 24-hour answering service any suspicious persons, strange vehicles or unusual or suspicious activity.

5.3. Children

Children under 12 years of age may not be left alone without adult supervision.

5.4. Smoke/Carbon Monoxide Detectors

Resident, occupants and visitors present with Resident's consent shall not disable, disconnect or remove batteries from smoke detectors. Resident shall replace smoke detector batteries and immediately report any malfunctions to their management office. Resident will be responsible for any loss or damage from fire, smoke, or water if that condition arises from the Resident disconnecting, damaging, failing to replace a battery or failing to report malfunctions to their management office.

DAFBP has provided carbon monoxide detectors (when natural gas is provided to the home) and smoke detectors. The resident agrees that they are safe and acceptable, subject to DAFBP's duty to make needed repairs of same upon written request of Resident. Any additional locks or smoke detectors desired by Resident may be installed at Resident's expense only after prior written approval from DAFBP. When installed, any such additional items shall become the property of DAFBP.

6. PROPERTY POLICIES

6.1. Satellite Dishes

If allowed by applicable telephone, cable television and internet service contracts, the installation of satellite dish systems must be approved, in writing, by DAFBP prior to installation. The satellite dish should be located behind or to the side of the housing unit on a freestanding pole. Satellite dishes will not be attached to any housing structures such as homes, garages, utility poles, fences or trees. No satellite dishes will be installed in the front yard. DAFBP reserves the right to use landscaping or other screening materials in the event that satellite equipment is visible from the street. Any lines/cables from the satellite dish to the house must be underground. A digging permit will be required before any holes or trenches are dug.

6.2. Skateboarding

For the safety of both residents and users, skateboarding is not authorized on roads and streets in the family housing area. Skateboarding is only authorized on sidewalks in residential areas. Residents are encouraged to secure additional liability insurance to cover any injuries that may occur as a result of skateboarding. The use of appropriate safety and protective equipment is required.

6.3 Holiday Decorations / Outside Lighting

Outside lighting must be Underwriters Laboratories (UL) approved and factory listed for outside use. Running electric cords through windows and doors, or across heating ducts or vent systems is prohibited, as this causes a fire safety hazard. All exterior lighting must be "GFI" protected. Residents are reminded that homes have limited amp circuits and care must be taken to prevent overloading.

Holiday decorations and outside lighting are prohibited from being placed higher than the edge of the roof gutter. The use of staples, nails, screws, or other mechanical fasteners to attach decorations or lighting to the homes and associated structures is prohibited. Plastic clip-on hooks may be commercially obtained and used to attach decorative lighting, garlands etc. Attachment of anything to vinyl siding is prohibited. Additionally, electrical decorations must be unplugged when Residents are away from the home.

Holiday lighting may not be erected before Thanksgiving and must be removed no later than January 10th. Outside decorative lights are to be turned off no later than midnight, except on Christmas Eve and New Year's Eve, when they are allowed to remain on overnight. Outside lights are not authorized during daylight hours.

Decorative lighting for other occasions such as Halloween is authorized but cannot be put up earlier than one month prior to the occasion and must be removed NLT one week after the occasion.

6.4. Pets

Pet policies will reflect the existing local installation community policies. If you wish to have a pet in your home, you must sign a Pet Policy, and agree to abide by all policies listed in the Pet Policy.

6.5. Televisions, Stereos, Radios

Please respect your neighbor's right to the quiet enjoyment of their home by controlling the volume of your televisions, stereos, radios, and parties. "Quiet Time" will be observed from 10:00 p.m. to 8:00 a.m. Sunday through Thursday, and midnight to 8:00 a.m. on Friday and Saturday. Citizen Band (CB) and other wireless base stations or radio/television aerials and wires are not

permitted on any part of the premises. Satellite dishes may be installed, under the guidelines provided by Hunt Companies and only with the proper insurance.

6.6. Weapons Policy

Resident will not possess weapons on property in violation of state or federal law. Each Resident owning a weapon must comply with Dover Air Force Base regulations. In any DAFBP Housing areas located within a military reservation, the military policy for storing firearms will apply. Actions taken by Residents involving weapons, which are prohibited by state/local municipal law and military policy are strictly prohibited and will be grounds for eviction.

6.7. Keys / Lock Out

Please ensure children returning from school or other activities have access to their home and please know the failure to provide such access and supervision shall constitute a breach of the Lease Agreement. In case of emergency, it is necessary for the Hunt Companies Management Office to have a key to any additional or replacement lock which was not originally provided to you upon move in. In the event you are locked out of your home, please call the office during business hours or contact maintenance for assistance. A number will be provided in your Welcome Package. Depending upon the circumstances, we may replace any lock and provide additional keys for a small fee.

6.8. Barbecue Grills

The use of charcoal barbecue grills and gas fired grills on decks, balconies, covered parking areas or patios and under any building overhang are prohibited. All grills must be used a minimum of fifteen (15) feet from any building structure. The storage of fuel bottles from the gas fired grills (attached or unattached) inside any structure or on balconies is prohibited. Charcoal grills may be stored on porches; decks, balconies and patios provided the charcoal is completely extinguished.

6.9. Basketball Backboards / Soccer and Hockey Goals

Only portable basketball backboards, hockey and soccer goals and other recreation equipment are authorized in the family housing areas.

Basketball backboards will not be attached to any housing structures such as homes, garages, utility poles, fences or trees; nor will backboards be affixed to permanent or semi-permanent freestanding poles. Portable units must be used in approved areas, areas that are safe, that do not threaten to damage houses, ancillary structures or grounds, and that do not create a nuisance or affect the quiet enjoyment of neighbors.

All recreation equipment, including basketball, hockey and soccer goals and related equipment, must be returned to a proper storage area after use. No court markings are to be painted on to the ground or playing surface. The portable basketball goal and all associated equipment must be maintained in good condition at all times.

Residents are encouraged to use the basketball courts and playing fields that are provided throughout the housing areas and in the community recreation centers.

6.10. Storage Sheds

Requests for storage sheds should be addressed to the management office. Sufficient storage will be provided as the new homes are constructed. However, until new homes are available, DAFBP may allow standard storage sheds for the resident's temporary use. Only sheds approved by DAFBP are allowed, and all sheds must be purchased by the resident. Sheds may only be placed in an approved location and must not be visible from the front of the home. Residents shall not store

food of any type, including pet food, bird seed etc., or any other material that may attract animals, rodents or pests in the storage sheds.

6.11. Trampolines

Personally owned trampolines are limited to 16 feet in width and must have side-netting. Trampolines should be compatible in size to the homes rear yard, only on a flat surface and can not be located where there will be an adverse visual impact from the street or from neighbor's homes. A written request to erect a trampoline must be submitted to DAFBP and approval must be granted prior to installation. Residents are encouraged to secure additional liability insurance to cover any injuries that may occur as a result of trampoline usage.

7. MAINTENANCE

7.1. Emergency maintenance is provided 24 hours a day.

An emergency is defined as any occurrence which endangers life or property or which eliminates an essential service. These include, but are not limited to: fire, flood, power outage, gas leak, violent criminal activity and burglary. If the ONLY bathroom is not functioning, it is considered an emergency.

7.2. General Maintenance

Please report any and all needed repairs to the Hunt Companies Management Office by phone, or email, if possible. In the event your service request is not completed to your satisfaction and your Management staff seems unable to provide a solution, please do not hesitate to contact the Community Manager.

7.3. Bathrooms

Please do not put paper towels, sanitary napkins, tampons, disposable diapers or Q-tips in the toilets and notify us immediately, preferably in writing, of any necessary repairs to your home or the fixture within your home. Please note the cost for any repair or service on appliances and/or fixtures due to Resident, occupant and or guest misuse will be charged to Resident.

7.4. Heating Filters

The heating filter(s) in your home should be changed on a regular schedule to insure proper performance of heating and heating units. We will provide this service at no cost and will send you notice in advance.

7.5. Lighting

Please notify the Management of any burned-out common area exterior or hallway lights, faulty locks, lost keys, etc.

7.6. Power Failure

In the case of power failure, check your circuit breaker inside your home before reporting to the office.

8. PROHIBITED ACTIVITIES

The management office will issue Lease Violations for such items as excessive noise, littered yards, illegal parking, unauthorized pets, unauthorized repair of vehicles and failure to observe speed limits or stop signs within the community. An accumulation of three Lease Violation Notices may

subject you to possible Lease termination proceedings. The following items are typical prohibited activities.

- Possessing a weapon prohibited by local ordinance or discharging a firearm within the Community. Displaying a gun, knife or other weapon in the common areas in a way which may alarm others, or engaging in threatening violence within the community.
- Disrupting our business operations.
- Disturbing or threatening the rights, comfort, health, safety or convenience of others in or near the Community.
- Engaging in threatening or fighting behavior, making excessively loud utterances or using offensive language which is disruptive to others within the Community.
- Harassing or discriminating behavior towards others in or near the Community (including Owner's representatives and employees).
- Possessing, selling or manufacturing illegal drugs or possessing drug paraphernalia.
- Storing anything in a closet which houses gas appliances.
- Tampering with utilities or telecommunications lines.
- Handling, storing, using, or disposing of hazardous chemicals (including motor oil) in a manner contrary to local ordinance and EPA guidelines, or to burn Sterno logs in fireplaces.

9. CHANGES TO RESIDENT GUIDELINES

9.1. Changes in the Guidelines

From time to time, it may be necessary to change existing rules and/or adopt new rules. If rule changes or additions are required, 60-day written notice of such changes and/or adoptions will be delivered to Residents. Resident agrees that, by remaining in their home, they agree to adhere to such changes and/or adoptions.

9.2. No Oral Agreements

No oral agreements may be entered into, and the Military Resident Lease and Resident Guidelines ("the Agreement") shall not be modified unless by written amendment or addendum. This is the entire Agreement. The Resident Military Lease and its supporting documents are intended to comply with all applicable provisions of the Delaware's Landlord Tenant laws. The Agreement shall be construed in accordance with such Law and the other applicable laws of Delaware and all obligations hereunder are to be performed in Dover, Delaware, in which the Premises are located.

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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This document continues on the following page.

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: _____