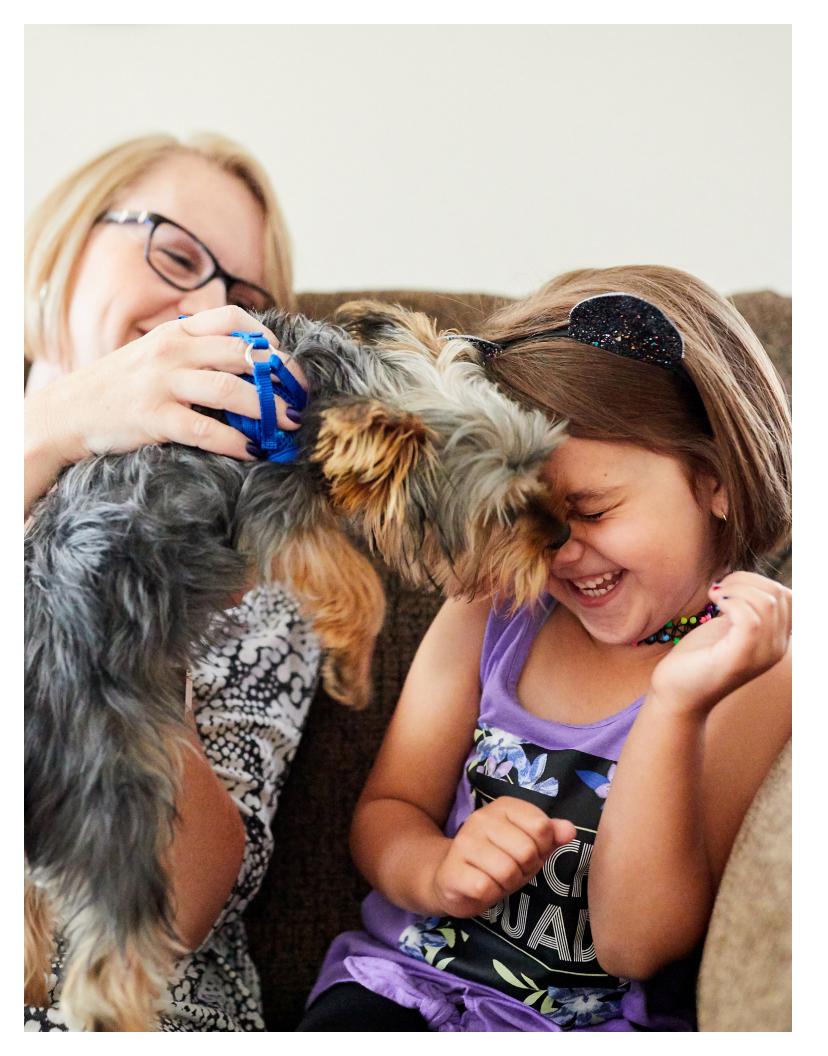
# COMMUNITY GUIDELINES







# Welcome

#### Welcome Home!

Soaring Heights Communities (SHC) wants to welcome you to your new home. Our vision is to provide communities where military families live, work, and thrive. We hope your living experience will be enjoyable. The Soaring Heights Team is dedicated to serving you and your family's needs while you are residents. To assist you and all of your neighbors to thrive in our community, we have created these Community Guidelines which are an addendum to the lease agreement you have already signed and that will govern your residency with us.

Maintaining your homes is a shared responsibility and we are here to help. From providing maintenance services and home supplies such as light bulbs and furnace filters to providing recreational and social activities for you and your family, we strive to make living in the Soaring Heights Communities a pleasant journey.

Like us, we want you to be active in your community. Whether it's attending events, interacting with your neighbors, taking advantage of the many recreational activities, being involved creates a thriving community.

Thank you for choosing Soaring Heights Communities as your home, and each of our team members looks forward to serving you.

Soaring Heights Communities is a Partnership between developer Centinel and the Air Force. It is responsible for asset, property, and maintenance management, including the development, design, construction, and renovation of homes within Soaring Heights.

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# Residency Guidelines

Just like in any rental community, Soaring Heights is responsible to ensure that all residents abide by the terms of their lease agreement and by the community guidelines. When we become aware of a breach of these terms and guidelines, we will follow a fair and equitable plan to resolve the issue. First we will contact the resident and advise them of the issue and the need to correct it as outlined in Section 2.8. If necessary, we will follow-up with written documentation to the resident and the service member's command as well as the military housing partner.

Soaring Heights takes resident concerns very seriously and desires to address and resolve any issues in a timely manner to the satisfaction of all parties involved. Residents and their guests shall respect the quiet enjoyment of other Residents. For any resident concerns or questions, the first stop is your community office. If your concerns cannot be resolved at the community office level, Director of Property Management and Project Director are here to help. If necessary, Soaring Heights will work with the military partner and/or command throughout the resolution process. Our goal is to address all concerns in a timely manner and resolve them to the satisfaction of everyone involved.

Being on an installation, many aspects of community living are governed by the installation (such as traffic regulations, parental supervision, business licensing etc.). Some information will be shared in this guide. For more information and detail, please visit the installation website.

## **Policy Changes**

Periodically, revisions to the Soaring Heights Community Guidelines & Policies will be necessary. Residents will be notified in writing 30 days prior to any changes and notices will also be posted on <a href="https://www.soaringheights.net">www.soaringheights.net</a>.

# Quick Reference Numbers

# FOR ALL MEDICAL, FIRE OR POLICE EMERGENCIES, CALL 911

Community Center @ Davis-Monthan Air Force 8090 E. Ironwood St., Tucson, AZ 85708	e Base Phone (520) 745-5024
Community Contor @ Holloman Air Force Base	
Community Center @ Holloman Air Force Base 2300 Alamogordo Blvd., Alamogordo, NM 88330	Phone (575) 479-1175
The Maintenance Solution Center	
Serving the maintenance and repair needs for all Soaring H	Heights Communities
Davis-Monthan Residents	Phone (520) 505-5012
Holloman Residents	Phone (575) 479-112
Davis-Monthan Air Force Base	
Base Information	(520) 228-1110
Transportation (JPPSO)	Inbound (520) 228-4197 / Outbound (520) 228-135
Fire Department: Non-emergency	(520) 228-475
Security Forces: Non-emergency	(520) 228-316 <sup>-</sup>
Davis-Monthan Air Force Base Military Housing Office	(520) 228-368
Borman Elementary School (on Base)	(520) 584-4600
Crime Stop	(520) 228-4444
Davis Monthan Commissary	(520) 790-434
Davis Monthan Exchange	(520) 748-7887
Davis Monthan Hazardous Waste Disposal	(520) 228-558
Family Advocacy (Incidents, Domestic Violence and Abuse	(520) 228-210
Main Gate Visitors Center	(520) 228-488
Sonoran Science Academy (on Base)	(520) 300-5699
Veterinary Clinic	(520) 228-3529
Holloman Air Force Base	
Base Information	(575) 572-1110
Transportation/TMO	(575) 572-522
Security Forces: Non-emergency	(575) 572-717
Fire Department: Non-emergency	(575) 572-111
Holloman Air Force Base Military Housing Office	(575) 572-228
Holloman Family Advocacy	(575) 572-706
Holloman Commissary	(575) 572-512
Holloman Exchange	(575) 479-1509
Holloman Elementary School (on Base)	(575) 812-6100
Holloman Middle School (on Base)	(575) 812-6200
Holloman Post Office	(575) 572-384
Main Gate Visitors Center	(575) 572-595
Otero County Elecric (for power outages)	(800) 548-466
Holloman Air Force Base Veterinary Services	(575) 572-330

# SECTION 1

# **SAFETY**

Keeping military families safe and comfortable in their home is our highest priority. Please review the following information to understand your responsibilities to help keep you and your family safe.

## 1.1 Fire Prevention

Residents and their guests should avoid any hazardous activity that might cause fire or present a fire hazard. Report all fires immediately, regardless of size, to 911 and your Community Management Office. The Resident is responsible for all repair costs as a result of damage caused by their negligence or the negligence of any person on the premises with the Resident's permission or implied consent. If the premises become uninhabitable by reason of fire not caused by negligence or willful misconduct, the Resident may be offered another home, subject to availability.

- When cooking, stay within the kitchen and be attentive
- Never store items under the broiler or in the stove as this can lead to a fire
- · Keep drip pans clean and free of grease

- Please take care not to block exits, including windows
- Create and practice your own home evacuation plan with muster points. Please refer to www.nfpa.org for more information

#### **Fire Extinguishers**

Know where your fire extinguisher is located, and educate yourself on how to use it in the event of a fire. Read and follow all instructions on the label. Follow the following fire extinguisher inspection/maintenance routine. Inspect the extinguisher at least ONCE per month.

- Check that the extinguisher is charged. Pointer
  on pressure indicator must be in green. If
  pointer is in red or white section extinguisher
  is not ready for use. DO NOT TEST BY
  PARTIALLY DISCHARGING. Contact the
  community office immediately if you discover
  that your fire extinguisher is not fully charged
- Be sure the lock pin is firmly in place
- Keep the extinguisher clean. Check for dents, scratches, corrosion or any other damage
- Check the discharge nozzle. Make sure it is clean and free of obstructions

#### **Fire Safety**

- All homes are equipped with smoke detectors.
  Homes which utilize natural gas are also equipped with carbon monoxide detectors. These safety devices shall not be deactivated or removed.
  Residents are responsible for testing smoke detectors and carbon monoxide detectors monthly. Immediately report any smoke detector or carbon monoxide detector which does not work properly to Maintenance. Any questions about operation or performance can be directed to the Community Management Office
- The house number shall be clearly visible from the street at all times. Please contact Maintenance if this is not the case

- Do not store flammable materials in heater closet, near hot water heaters or near gas-operated dryers
- Flammable materials must be stored in well-ventilated areas
- Fueling of lawn mowers and other gasoline operated equipment and dispensing of any flammable liquids will be done outside of all buildings, including garages or rightof-way associated with housing
- It is prohibited to operate kerosene or electrical heaters in homes or garages
- Never overload an outlet

- Gas grills, charcoal grills, deep fryers and portable outdoor fireplaces may only be used in accordance with local safety codes/ regulations and according to the manufacturer's recommendations. These must be at least 10 feet from any combustible structure. These items are not to be used on second floor balconies or under overhangs
- Open camp fires and bon fires are not allowed on the property

- All types of fireworks are prohibited on the property
- Candle use can cause house fires. Follow manufacturer's recommendations and never leave burning candles unattended
- Inspect electrical cords to ensure there are no frays or bent plugs
- Place furniture so that cords do not become crimped between the furniture and outlet. This could damage the cord and start an electrical fire

## 1.2 Gas Leaks

Used properly, natural gas is safe, but leaking natural gas can signal potential danger. Since natural gas has no scent, a strong odorant that smells like rotten eggs is added to help you detect possible leaks. If you suspect a gas leak:

- Evacuate everyone from the home immediately to a safe location outside the home and then call 9-1-1 to report the issue
- Do not attempt to operate mobile or land line phones inside the home or turn on/ off any switches/controls/lights/cars/garage door openers, etc. as this could ignite the gas and cause an explosion and fire
- Do not use matches, lighters or create a flame of any kind
- Contact (520) 505-5012 (Davis-Monthan)
   (575) 479-1127 (Holloman)
- Do not re-enter the home at any point until the Fire Department or Authorities have declared it to be safe

## 1.3 Carbon Monoxide

Carbon Monoxide is an invisible, odorless, colorless gas that can be created when burning fuels such as natural gas, wood, oil, propane, etc. In the home, cooking and heating equipment that burn fuels are a potential source of carbon monoxide. Vehicles and generators running where the CO could enter the home is another potential source. Your home is equipped with a CO monitor if it has an attached garage or appliances that burn fuel (other than electricity).

- Do not warm up vehicles in the garage with the garage door closed. This is a common cause of carbon monoxide poisoning and can be life threatening. If you need to warm a vehicle, remove it from the garage after starting. This is a common cause of carbon monoxide poisoning and can be life threatening
- Test CO alarms monthly

# If the CO alarm sounds or you suspect CO in your home:

- · Leave home as is
- Evacuate everyone from the home immediately to a safe location outside the home and only then call 9-1-1 to report the issue
- Contact (520) 505-5012 (Davis-Monthan) (575) 479-1127 (Holloman)
- Do not re-enter the home at any point until the Fire Department or authorities have declared it to be safe

# 1.4 Home Evacuation Planning

- Sketch out a floor plan to identify emergency exits (floor plans are available at the Community Management Offices)
- Practice family evacuation drills at least twice each year

 Second level fire escape ladders can be purchased by contacting the Community Management Office

## 1.5 Window Hazards

- Keep windows locked to protect small children from falls
- Keep furniture or other climbable objects away from windows, decks and balconies
- Educate children about risks and dangers associated with falls from windows, balconies and decks
- Complete a safety check with your child's caregiver to ensure they understand potential dangers associated with windows, balconies and decks

- Don't allow children to play near windows, balconies or decks while unsupervised
- Don't underestimate a child's mobility. Children begin climbing before they can walk
- The #1 hazard related to windows is children falling from a window. Don't rely on screens as window safety devices.
- Consider your needs and investigate installing building code window safety devices

## 1.6 Poisons

 Keep poisons and medications out of children's reach. Use child cabinet locks and latches where needed  Keep the poison control number available: (800) 222-1222

## 1.7 Care With Home Alterations

- Whether you are hanging a picture or securing a bookshelf, it is important to be mindful of what is inside
  the wall (electrical, gas, water) and on the opposite side of the wall (electrical panel or other utilities). When
  possible, use wall anchors that require no pilot hole drilling such as adhesive or "hook" style anchors. If a
  drilled pilot hole is required, only drill minimum depth into the sheetrock. Please avoid climbing on community
  signs, pillars, walls, fences, etc. Avoid drilling near electrical hookups or where there may be piping.
- Please avoid hanging or affixing things to the building structure (patios, trellis, etc.). Contact the Community Staff and complete an Alteration Request as per 5.1 to ensure the structure can remain safe for occupants and guests.

# 1.8 Water Hazards

- The water heater temperature should be set at 120°F. Temperatures above 120°F can cause burns. Do not adjust the water temperature. If you have water temperature issues call the maintenance department if problems exist
- Never leave small children unattended in bathrooms, tubs/showers or pool areas.
   Empty wading pools after each use and turn up-side-down as only 1-inch of water can cause drowning. See the section on Pools for more information about what is allowable.
- All man-made and natural ponds, creeks and ditches are off-limits. Storm water detention ponds are not for recreation (no swimming, playing, etc.)
- Playing is not permitted along pond banks or railroad beds

- Learn to swim. The best thing anyone can do to stay safe in and around the water is to learn to swim. Always swim with a buddy; never swim alone
- Maintain constant supervision. Watch children around any water environment (pool, stream, lake, tub, toilet, bucket of water), no matter what skills your child has acquired and no matter how shallow the water
- Drainage ditches and water run-off areas are not places for swimming or playing. After heavy rains, swift water can take a human life. Even the strongest swimmers are no match for the power of the water. Swift water and debris can make the ditches very dangerous

# 1.9 Playground Facilities

- Supervise children at playgrounds at all times
- · Observe and follow all posted rules and guidelines
- Report any unsafe conditions to the Community Management Office

# 1.10 Community Safety

- Speed limits are posted in each community and enforced for the safety of the Residents, their children and guests.
- Transformers and utility boxes are not play areas and can pose high voltage electrical hazards. Do not allow children to play on them or dig around them
- Report any non-working street lights or emergency lighting to Maintenance
- If any dangerous wildlife is observed in and around your home, please contact the installation Wildlife Authorities and notify Soaring Heights by calling your Community Office immediately

#### 1.11 Fireworks

Fireworks are prohibited on all installations and in all housing areas. Fireworks are extremely dangerous and are a fire hazard within the community

## 1.12 Incidents

Should any incident happen at a home or in the neighborhood where a bodily injury of any kind occurs, it is the Resident's responsibility to notify their Community Office no later than the next business day. Required information includes location, date, time and type of incident that occurred. In addition, a list of people injured, the nature of the injury or injuries, as well as any witnesses to the incident must be provided.

# 1.13 Parental Supervision & Care of Children

Parents are responsible for their children and accountable for their conduct. To ensure children's safety, Residents, associates and members of the community should report known violations to the appropriate authorities. When outside of the home (unless walking to and from school or other supervised activities) all children under the age of 12 must be within sight or hearing distance of adult supervision.

Parents are liable for damages caused by their negligence or unlawful conduct of their children. Children under the age of 12 should not be left alone for an extended period of time. Additionally, pre-teenage children should not care for siblings for an extended duration nor should they be left alone overnight.

Please check with the Children and Youth Services Division for the most recent information on this sensitive matter. Violations that place children at risk may result in actions by:

- Command
- Community Management
- · Department of Emergency Services
- The Family Advocacy Program

#### **Prohibited Play Areas**

Children must abide by signage and are prohibited from playing:

- Around unoccupied buildings and homes
- At any construction site, whether or not work is in progress
- Near government or contractor equipment (mowers, construction equipment, maintenance trucks, etc.).
- In or around drainage ditches or culverts
- In or near ponds, creeks, sink holes, storm water detention ponds; or in any areas deemed inappropriate or unsafe
- Recreational amenities have children "Age Appropriate" requirements that must be strictly followed

It is the Resident's responsibility to ensure that their children understand that they are prohibited from playing in areas specified above and that they may be held accountable if their children are found in these areas.

# 1.14 Crisis Management / Disaster Situation Warnings

Soaring Heights works in conjunction with the Air Force in following the published installation procedures for Emergency Warning Announcements, inclement weather and other emergency situations. All families should have emergency evacuation plan, a safe place of shelter in the house identified, and a designated place to meet outside the home. Emergency announcements may be made:

- In person
- On local radio or television
- By siren alarm
- · Via public address system
- Via text, email, or automated voice messaging notification system, Apps

Soaring Heights will attempt to inform, warn, advise, and help save lives and protect property. It will be everyone's personal responsibility to make adequate preparations to protect themselves and those for whom they are responsible. Residents are required to cooperate with Military officials, police, fire department personnel and Soaring Heights staff during emergencies in order to safeguard lives and property. In the event of disaster situations, Soaring Heights Residents are advised to seek shelter in place unless otherwise directed by installation command and/or law enforcement personnel. All Soaring Heights Residents are highly encouraged to maintain a disaster readiness kit able to sustain their family and animal(s) for at least three days.

After an emergency, all service members and their families are to report their status to their command at the first available opportunity. For more useful information and tips on how to prepare a family disaster readiness kit, please refer to <a href="https://www.ready.gov">www.ready.gov</a>

# SECTION 2

# **OPERATIONS**

# 2.1 Hours of Operation

Community Centers Monday through Friday Management Offices

8 a.m. – 5 p.m. Monday through Friday

8 a.m. – 5 p.m.

Offices are closed on most federal and state holidays. Emergency maintenance services are available 24-hours a day. Refer to pages 8 & 9 of this handbook for a list of telephone numbers. Residents will be notified by email and our social channels of any variations to hours of operation.

# 2.2 Office Location(s)

Community Offices are located at:

Community Center @ Davis-Monthan Air Force Base 8090 E. Ironwood St. Tucson, AZ 85708 Phone (520) 745-5024 Community Center @ Holloman Air Force Base 2300 Alamogordo Boulevard Holloman AFB, NM 88330

Phone (575) 479-1175

Community offices are designed to foster communications with Residents and make it easier for Residents to interact with the Soaring Heights team. Soaring Heights maintenance service operations are centrally located within the community to ensure efficient service.

## 2.3 Move-In Process

Upon move-in, each Resident will complete a move-in orientation with a Community team member. A brief home orientation and evaluation is documented and signed off by both parties is conducted. Notes are made concerning any items that show existing wear and tear. Upon move-out, the move-in inspection is compared with current conditions to determine if any damage, beyond normal wear and tear, has occurred and if any damage charges need to be assessed.

# 2.4 Collection of Rent and Other Receipts

Rent is automatically collected monthly by allotment for residents eligible for the Basic Allowance for Housing (BAH). If an allotment service is not available for a resident, any amounts due can be paid on our Resident App or portal by either:

- ACH
- debit
- · credit card.

There is no fee or charge to use Automated Clearing House (ACH otherwise known as an Electronic Check). Residents may pay by credit or debit card. A fee of 2.5% is applied by the payment processor. The total charge is disclosed prior to committing payment. The payment processor charges a flat service fee (Between \$3.95 and \$9.95) based on the amount of the transaction for debit cards, rather than a %. For payments made at the Community Offices, certified checks, money orders, ACH payments are permitted.

The monthly rental amount is specified in the lease. Unless otherwise specified, the rent shall be equal to the Basic Allowance for Housing for the service member's duty station and military grade as specified in the lease. If the residents BAH rate changes at any time, the resident should notify management immediately of the change. Notwithstanding or foregoing, upon an increase in the Resident's BAH, rent shall increase automatically to the new rate, whether or not the Resident provides notice of such an increase as per the lease.

# 2.5 Security Deposits and Fees

Security deposits or background / credit check fees are not charged for active duty personnel. DoD civilians, retirees, and other non-active duty Residents are required to pay a security deposit and fees associated with a background / credit check.

# 2.6 Residency Requirements

The Resident will only be entitled to housing in a Soaring Heights community during his or her military service, unless otherwise approved. The Resident Lease Agreement shall be subject to termination by Soaring Heights immediately upon the earlier of (1) the cessation of his or her military service or (2) the discontinuance of BAH. All Residents, including children, shall be accounted for within the Resident Lease Agreement. The Resident agrees that those included within the Resident

Lease Agreement are the only persons who are permitted to reside in the home. It is the Resident's responsibility to notify Soaring Heights of any change in the number of individuals living in the home in writing within 14 days. If the Resident becomes ineligible for Soaring Heights family housing due to change of dependent status, drug conviction, felony conviction or cessation of military service, the Resident Lease Agreement will be terminated.

# 2.7 Resident Moves

As per the lease, residents may request to move to another home for qualified reasons which include:

- Change in Rank (promotion or demotion)
- Change in Family Size (addition of family members)
- Moves requested due to home renovation or demolition.

Residents must be in good standing, in full compliance with the lease agreement and Community Guidelines and not have any outstanding balances (including utilities and/or damages) prior to being offered a move over.

It's the residents responsibility to notify management of their desire to be placed on a move over list based on qualifying criteria. Placement is not mandatory nor is it an automatic function completed by management. Residents seeking a move to a new home should submit a move-over form (found on the website). Once approved, the resident will be added to the appropriate waitlist.

Once a home is available, management conducts an inspection of the current home to notate condition and potential charges prior to offering and approving a move-over. Residents with other damage or cleaning issues may be required to pay for damage in advance. Management reserves the right to refuse a move-over to residents with excessive damage or cleaning issues. The inspection occurs in the same month of the offer, not at the time of application. Residents granted a move-over must sign a new lease with a full lease term once accepting keys to the new home. Any Animal fee is carried over to the new home. Generally, a resident has no more than 7 days to complete the move-over including moving their belongings to the new home, cleaning and completing a final inspection of the former home. The community may assess additional rent charges to the resident who occupies the home longer than allowed.

# 2.8 Eviction or Non-Renewals, Violations and Delinquent Accounts

Residents who fail to comply with the terms of their Resident Lease Agreement and/or the Soaring Heights Community Guidelines are subject to various remedies, including reports to Command, fees to bring the home into compliance, fines or possible Eviction or Non-Renewal. The Community Manager may notify the Service Member's Chain of Command prior to the Resident's referral into the debt collection process. A notice of default or notice to cure may be provided to remedy the violation and termination of the lease may commence if left unresolved. In the event accounts remain unpaid, they will be sent to a collection agency.

# Soaring Heights Community Standards Enforcement Policy Steps

## **Step 1 Friendly Reminder**

Inform the Resident of the violation verbally, door hangar, through email or through a note delivered to the residence. The Resident has 72-hours to correct the violation.

#### Step 2 Warning

If the violation has not been corrected within the 72-hour period, the Resident may be issued a warning notice with a second re-inspection date and possible associated fees or fines.

#### **Step 3 Letter of Non-Compliance**

If the violation has not been corrected at this point, the Resident may be issued a letter of non-compliance with 24-hours to correct the violation. A \$50 Fine will be issued for most violations or applicable fee to restore the home to its proper condition. The Service Member's Command may become involved, if applicable.

#### Step 4 Fine or Letter of Eviction or Non-Renewal

Depending on the severity of the non-compliance, the Resident may receive a second fine of \$150 and/or the process for eviction or non-renewal may begin.

Fines or fees cover the cost to restore the home to its proper condition. Sample fees can be found at <a href="https://www.soaringheights.net">www.soaringheights.net</a>.

#### 2.8.1 Minor Violations

The processes and penalties for minor violations of the Resident Lease Agreement or the *Soaring Heights Community Guidelines & Policies* are described in the Soaring Heights Community Standards Enforcement Policy chart above. Examples of minor violations which may result in a fine include but are not limited to:

- Parking in front of or within 15 feet of a fire hydrant (may also result in traffic violation by authories)
- Parking in alleyways or other areas where parking is restricted (vehicles may be towed)
- Unauthorized commercial activities, including unapproved home childcare
- Unauthorized or illegal RV, automobile, jet ski, boat or any other recreational vehicle storage at the Resident's home or in surrounding community
- Vehicles parked on the grass, on rocks or on prohibited streets (vehicles may be towed)
- Storage of excessive personal items outside of the home
- · Excessive noise that disturbs others

- Placing storage containers, commonly referred to as "PODS," in driveways, on roads, in open vehicle stalls or on any Soaring Heights property without prior written authorization from community office. Use of PODS is limited to a maximum of seven calendar days
- · Unauthorized vehicle maintenance
- Placement or use of unauthorized storage sheds in common areas without prior written authorization from community office
- Not complying with refuse and recycling policies including placement of trash cans too early or not removing promptly and not complying with bulk trash procedures.
- Failure to allow maintenance staff access to homes for needed work

Repeat occurrences of community guideline violations or standards

Examples of minor violations which may result in a fee to restore the home to its proper condition include but are not limited to:

- Failure to maintain residence, parking areas and surrounding areas in accordance with property appearance and habitability standards. Failure to maintain yard, flower beds and property appearance standards
- Unauthorized construction or alteration to any Soaring Heights structure

- Unauthorized or improper installation of window air conditioner units
- Unauthorized or improper installation of basketball hoops.
- Damage to the home caused by resident, guest or animal

#### 2.8.2 Major Violations

Violations of the Resident Lease Agreement and/or the Soaring Heights Community Guidelines & Policies of a serious nature may result in a notice of default, notice to cure, immediate termination or non-renewal of the lease. If the violation is not immediately corrected after appropriately notifying the Resident of the violation in accordance with Section 2.8, Soaring Heights may proceed with an Eviction or Non-Renewal. In addition, Soaring Heights may contact the Resident's Chain of Command for consultation and appropriate action, if applicable. Violations of a serious nature include, but are not limited to:

- Serious misconduct (including repeat minor offenses involving the Resident, any family member or guest of the Resident)
- Inherently dangerous or criminal actions
- · Domestic disturbances
- Non-payment of rent or damage charges
- Non-payment of utility charges (if applicable)
- Animal policy violations (including Animal abandonment)
- Poor sanitary practices or housekeeping, including failure to properly dispose of refuse or store refuse containers

- Misconduct, which results in injury or property loss to a third party, Soaring Heights or the government Criminal activity by any member of the household or a guest
- Failure to pay rent; failure to authorize (or discontinuance of) allotment
- Misuse, discharging or brandishing a weapon in the housing area
- Improper sublease or assignment of housing agreement
- Failure to comply with a Letter of Non-Compliance for a minor violation
- · Unauthorized guests living in home
- Felony convictions

#### 2.8.3 Corrective Action

Soaring Heights reserves the right to take any corrective action it deems necessary if any violation is not corrected by the Resident after a warning is issued if the violation affects or threatens to affect the health or safety of other Residents or for the protection of the property. Resident will be charged for all costs incurred for taking any for corrective actions.

# 2.9 Dispute Resolution Procedure

Soaring Heights takes resident concerns very seriously and desires to address and resolve any issues in a timely manner to the satisfaction of all parties involved. Residents and their guests shall respect the quiet enjoyment of other Residents. For any resident concerns or questions, the first stop is your community office. If your concerns cannot be resolved at the community office level, our Operations Director, Director of Property Management and Project Director are here to help. If necessary, Soaring Heights will work with the military partners or command throughout the resolution process. Our goal is to address all concerns in a timely manner and resolve them to the satisfaction of everyone involved.

Dispute Resolution Procedure		
	GOAL: Resolve all issues at t	the lowest level in a timely manner
	Resident	Contact
•	Resident addresses issue with his/her community office	Your Community Center
**	If issue cannot be resolved at the community office level, it is elevated to the Property Management	Director of Property Management and Project Director (520) 745-5024
+++	If you do not feel your concerns are being effectively addressed through the informal dispute resolution process outlined above, please contact our corporate office.	WinnResidential Military Housing Services Corporate Office military@winnco.com (617) 239-4596
****	A formal and informal dispute resolution process is available to you should the above escalation process not resolve concerns.  Before initiating the informal and/or formal dispute resolution process, please engage the Military Partner.	Local Military Housing Office www.housing.af.mil/Home/Units/Davis-Monthan www.housing.af.mil/Home/Units/Holloman

The military partner can work with residents to initiate a formal dispute resolution process.

# 2.10 Temporary Absences of Residents from Units

When Residents are planning to be away from their home for more than fourteen days, they must notify their community center in advance by completing an I'll Be Back form, and they must provide a local emergency contact. In the event of an absence from the home, the Resident is required to arrange for adequate care of the residence. Required care includes, but is not limited to, lawn maintenance, collection of mail, removal of newspapers, etc. Animals may not be left unattended. Should an emergency arise, Soaring Heights Property Management may enter the housing unit to ensure the integrity and safety of the unit and surrounding units. Written notice of such entry will be left in a conspicuous location.

# 2.11 Abandonment Policy

Homes are considered abandoned when any of the criteria outlined in the lease defining abandonment are met. Failure to pay rent may be considered evidence of abandonment or extended absence as defined in lease without notification to management. Soaring Heights will determine, in conjunction with the Service Member's Command, if a unit

is abandoned. If a unit is reclaimed by Soaring Heights, the Resident will be responsible for the cost of damages, cleaning, disposal, or storage of personal effects and any unpaid rent. Soaring Heights is not responsible for personal belongings or military equipment left in an abandoned home.

# 2.12 Guest Policy

The Resident is responsible for his or her guests, including any damage, theft, or violations of the Resident Lease Agreement or the Soaring Heights Community Guidelines & Policies and base escort policies caused by guests. Residents shall notify their respective Community Office in writing of all guests staying more than 30 total days within a 12-month period, No guest or visitor may stay in the

home for more than 30 days without the expressed written consent of Soaring Heights. Requests for guest(s) staying longer than 30 days are evaluated on a case-by- case basis and in accordance with any deployment and installation policies. The request should provide specific reasons for the exception. A guest is defined as anyone staying in the residence that is not listed on the lease agreement.

#### 2.13 Access to Homes

Soaring Heights maintains keys for all its homes and has the right to enter a home as specified in the lease including the following reasons:

- a. life-threatening or property-threatening emergency or emergent conditions
- b. if there is concern the property has been abandoned as defined by the lease
- c. to complete necessary or agreed upon repairs, alterations or improvements and preventive maintenance.
- d. safety, habitability and maintenance review or to respond to a complaint

Except in the case of an emergency, advance notice of 24 – 48 hours will be provided (written, email or text notice). After notice has been provided, staff will enter to complete necessary repairs or inspections. For resident convenience, residents can provide "Permission to Enter" either for a specific occurrence or for all maintenance services which allows staff to complete necessary work without impeding on the resident's schedule. Property Management and/or Maintenance staff may enter the home to complete the service request and maintenance event when no one is home. The staff and/or technicians will knock and announce their presence before entry. Staff will not enter the premises with children under the age of 18 present (unless the spouse of an active duty service member) or where animals are not secured, restrained or locked away from areas requiring maintenance or inspection. Management reserves the right to enter the home in the event of an emergency, regardless of whether the permission to enter is granted.

# 2.14 Key Authorizations

Children 10 years of age and older who are identified in the Soaring Heights Resident Lease Agreement and have appropriate government-issued identification, may be given a house key.

### 2.15 In-Home Childcare

Residents desiring to provide childcare services in their private residences only can do so if they are under the direction of Family Child Care (FCC). All childcare programs are subject to regulation by installation child services personnel. Any costs associated with modifications required to sustain business or obtain licensing will be the responsibility of the Resident. Soaring Heights is not responsible or liable for any misconduct, negligence or other

offenses by any childcare provider and is in no way associated with the Family Child Care (FCC) other than allowing their programs to continue to operate. Any modifications or alterations to the building required for certification by FCC must be done in compliance with the Resident Lease Agreement, the Soaring Heights Community Guidelines and will be paid for by the Resident. The Resident must return the home to its original condition prior to move-out.

# 2.16 Commercial Enterprises Policy

Contact your Soaring Heights community center for approval procedures for commercial enterprises.

## 2.17 Noise Control

Excessive noise is prohibited on the installation. Quiet hours are observed between 10:00 p.m. – 6:30 a.m. daily. For enforcement purposes, "excessive" is defined as:

- Music vibrations or other sounds emanating from homes, yards or automobiles that can be heard from a distance of 30 feet or more in any direction of the house
- This includes excessive or consistent barking by animals.

- Noise in a public place that, under the circumstances, is unreasonably disturbing to the quiet and comfort of another person within the housing area
- Residents should be aware that excessive noise travels easily through building structures. Residents should refrain from excessive noise so as not to disturb the quiet use and enjoyment of their neighbors

# 2.18 Housekeeping

Soaring Heights Communities will investigate potential health or safety hazards resulting from poor housekeeping in coordination with:

- The Resident's Chain of Command
- · Family Advocacy Program
- Child Protective Services
- Others as appropriate

POOR HOUSEKEEPING MAY RESULT IN EVICTION OR NON-RENEWAL.

# SECTION 3

# TRAFFIC REGULATIONS, PARKING RESTRICTIONS & VEHICLE PROCEDURES

# 3.1 Operating Areas

Privately owned vehicles (POV) are limited to hard surface roads designed for vehicular traffic. Operating a POV on sidewalks, bicycle paths, grass areas, recreation areas or any area not specifically designed for vehicular traffic is strictly prohibited. Only bicycles and pedestrians may use dirt trails and paths.

# 3.2 Parking

Traffic regulations on the installation are detailed in current installation guidelines. Consult these existing documents for information on punitive measures for traffic regulations enforced by the Security Forces. Additionally:

- Use of cell phones while driving is not permitted on the installation
- Residents must not interfere with the parking rights of other Residents
- Residents may not park oversized vehicles and equipment in housing areas

Recreational vehicles, trailers, campers and boats (including jet skis and motocross bikes) may not be parked in housing areas for more than a 24-hour period. If the Resident has an emergency that requires parking longer than the policy permits, the Resident must notify and receive written permission from their community office. Parking in common parking lots will be on a first-come, first-served basis and vehicles cannot be parked longer than 24 consecutive hours. It is imperative vehicles are parked in their designated locations (examples: garages, driveways, carports, parking pads, assigned parking spots if provided).

Vehicles parked on the street may pose a hazard for children, animals, and other vehicles. In addition, vehicles parked in this manner can restrict access for emergency vehicles and service vehicles such as postal trucks, refuse trucks, moving vans and school buses. Where applicable, Residents will be assigned designated parking spots. Any additional parking spaces are on a first-come, first-served basis. Community parking is for Soaring Heights

Residents and their guests only. Additionally, no parking is allowed in the following areas:

- In a location that interferes with Resident mailbox access
- In a location that interferes with Resident access to their assigned driveway or carport
- Within 15 feet of a fire hydrant or any location marked by a red curb
- On curbs, sidewalks, lawns or grassy areas at any time
- In front of refuse and recycling containers located at curbside pick-up areas
- · Parking against the flow of traffic
- · Where "No Parking" signs are posted.

Abandoned or inoperable vehicles and those not registered are subject to fines and towing. Residents departing permanently or on a temporary basis may not abandon their vehicle on Soaring Heights property.

ATVs are not allowed to be operated or stored in housing areas. Improperly registered vehicles may not be parked in the housing area. Violators may be issued a citation. If the problem is not corrected or presents a traffic or safety hazard, the vehicle will be towed immediately in accordance with installation regulations and at the owner's expense. Residents are permitted to park only those vehicles registered in their name on Soaring Heights property. Residents may not park or store vehicles belonging to another (i.e. storing or watching a vehicle for a friend while he/she is deployed).

# **ANIMAL POLICIES**

#### 4.1 Guidelines for Animal Owners

Any violation of the animal policy may result in fines, loss of animal privileges or Eviction or Non-Renewal. Soaring Heights reserves the right to terminate the Resident Lease Agreement for those Residents failing to comply with animal removal notices. An Animal Addendum must be completed, either at move-in or immediately upon acquiring a new animal. Residents are responsible for any animal in their care including those that may be temporarily in your care or those of guests visiting. Residents must register any animal in their care for more than two (2) weeks with Soaring Heights Communities. The the animal policy for Soaring Heights includes:

- Any modifications to the homes for animals (animal grills, reinforced fence) are strictly prohibited without prior written consent of Soaring Heights. Residents will be required to restore the home to its original condition prior to move-out.
- Residents may have a total of two animals (dogs and cats) in any combination. Dogs and cats are deemed appropriate domestic animals. Small animals such as birds, fish and guinea pigs are allowed as long as they are properly caged and cared for.
- Owners of dogs and cats are strongly encouraged to have an American Veterinary Identification Device (AVID) microschip implanted to assist in returning lost animals to their proper owners. This implant serves as a worldwide identification system and is especially beneficial to military personnel who relocate often.
- In Arizona: All Cats & Dogs, older than 4 months, are required to have vaccination(s) and be registered, licensed & micro chipped within forty five days of home acceptance as per local laws. Cats and dogs must be registered and licensed at the DMAFB Veterinary Clinic

DMAFB Veterinary Clinic 5353 E. Arizola, Bldg 2712 (520) 228-3529

Proof of vaccination, registration, license and micro chipping must be provided to the community

office for each pet. Failure to do so will result in a possible fine or loss of pet privileges.

 In New Mexico: Cats & dogs are required to have vaccination(s) and be registered, & micro chipped within forty five days of home acceptance as per local laws. The Veterinarian Services will provide a Verification of Pet Registration on Holloman AFB. Cats and dogs must be registered in person at the base vet services.

Base Vet Services 649 Yucca Ave., Holloman AFB (575) 572-3303

Proof of vaccination, registration, license and micro chipping must be provided to the community office for each pet. Failure to do so will result in a possible fine or loss of pet privileges.

- Wild animals, exotic animals, farm animals or fish tanks/aquariums larger than 20 gallons are prohibited.
- Pit Bulls (American Staffordshire Bull Terrier or English Staffordshire Bull Terrier), Rottweilers, Doberman Pinschers, Chow- Chows, Wolves, Wolf hybrids, including mixed breeds, are prohibited. This prohibition also extends to other dogs that demonstrate a propensity for dominant or aggressive behavior including
  - Unprovoked barking, growling or snarling unprovoked at people approaching
  - Aggressively running along fence lines when people are present
  - · Biting or scratching people
  - Escaping confinement or restriction to chase people
- Animal owners have the responsibility to control their animals. Unsupervised and unleashed animals are not permitted in common areas.

- Animals that are deemed aggressive or a nuisance are prohibited. Aggressive behavior is defined as unprovoked barking, growling or snarling at people approaching the animal, biting or scratching people and/or escaping confinement or restriction to chase people.
- Reports of unprovoked bites, aggressive and nuisance behavior may be cause for Soaring Heights to request the removal of the animal. Removal notices are on a case-by-case basis and involve a detailed review of all case histories, facts, and future potential safety risks.

All incidents of animal bites must be reported immediately to Security Forces

- Holloman (575) 572-7171 or if emergency call 911
- Davis Monthan (520) 228-6179 or if emergency call 911

Please note that the fences installed at some Soaring Heights homes are not designed to contain a dog. Animals are required to be in the home or in an enclosed backyard if unattended. Dog houses and kennels are permitted within enclosed yards only and should be removed prior to moveout. Kennels or houses must not be taller than the existing fencing.

Positive restraint shall include leashing or chaining the animal in such a manner as to preclude the animal from running free or interfering with pedestrians or the normal flow of traffic. In no case will the restraining line be longer than 8 feet or allow the animal to move outside the owner's backyard. At no time may pets be chained or otherwide attached to trees, bushes or any building structure or appurtenance. When dogs are outside the owner's yard for any purpose, they must be leashed and at all times under control of the owner or another person capable of controlling the animal. Animals other than dogs and cats must be kept in cages or tanks at all times.

- Animals must not be left alone in a home, garage, carport, back yard for more than 12 hours without home owner or caretaker attention.
- Animals must be on a leash at all times when outside the home or enclosed yard.
   Voice command is not an acceptable means of control. Animals are not allowed at bus stops, playgrounds, or tot lots at any time.

- Authorized animals are housed within the home.
   Garages or balconies are not suitable housing.
- Animals are not to be tied or staked outside the home. All yards and common areas should be kept clean of animal droppings. Owners must pick up and properly dispose of animal droppings immediately in common areas as well as one's own premises. This will eliminate undesirable health and sanitary concerns. Avoid leaving animal food outside for prolonged periods of time, as it will attract insects and wild animals.
- No animal offspring are allowed. Breeding of any animal for commercial purposes is strictly prohibited. Spaying/neutering is strongly encouraged; however, if this is not agreeable; homes must be found for any litters produced prior to the 8 week age. At not time past 8 week age will there be more than 2 pets in a household.
- Animals must not prevent or obstruct employees or associates of Soaring Heights from properly performing their functions, duties and responsibilities. Please secure animals prior to the arrival of maintenance employees for scheduled service. If a family has completed a Permission to Enter form and a maintenance technician arrives and finds a dog is not kenneled, the work order will not be completed.
- Residents May accept responsibility for watching pets for a neighbor, friend or otherwise in their own home if the additional pets do not exceed the maximum allowable of (2) animals. By doing so, the pet sitter is accepting full responsibility and liability for the animal(s) including damage to property, behavior and policies specified above. All violations, fines, police reports involving the animals will be issued to the animal sitter, not the owner, during their watch.
- Animal owners are financially responsible for damages caused by their animals.
- · Abandonment of animals is prohibited.
- Guide Dog and Service Animal regulations will have exceptions to some of the rules as defined by the Title 40, U.S.C., and Section 291.
- Failure to abide by the animal policy will result in fee assessments should animal control services be utilized.

These policies are to be strictly observed and will be enforced by the management staff. These policies have been set forth to ensure a quality living experience for all those living in Soaring Heights homes. Management reserves the right to make such other reasonable policies that may become necessary to protect the care and cleanliness of the premises and community. Failure to adhere to these guidelines will result in fines and/or the termination of the Resident Lease Agreement.

# 4.2 Dog Houses

Animal houses may be placed in a fenced backyard only and Residents must ensure the structure is:

- Of sound construction
- Painted
- · Neat in appearance

- · Cleaned of animal waste daily
- Kept free of ticks, fleas and other parasites
- · Removed prior to move-out

Residents are required to restore grounds where an animal house was present prior to move-out and Residents are responsible for any damages caused by the installation and removal of animal houses.

# **4.3** Disposal of Deceased Animals

Owners are responsible for disposing of deceased animals. In Arizona: Residents should call the Base Veterinary Clinic 520.228.3529 for proper disposal procedures. In New Mexico: Residents should call the Base Veterinary Clinic 575.572.3303 for proper disposal procedures. Deceased animals are not to be buried on the premises.

# **4.4** Stray Animals

Residents who encounter stray animals should report the animal to the following authorities:

- In Arizona: Contact Security Forces at 520.228.3200 to report stray animals. Stray animals picked up by Security Forces will be scanned for microchip. Animals with up-to-date microchips will be returned to their owners. If an animalis owners cannot be identified, Security Forces will temporarily hold the animal until it is transported to the local Humane Society.
- In New Mexico: Contact Security Forces at 575.572.7171 to report stray animals. Stray animals picked up by Security Forces will be scanned for microchip. Animals with up-to-date microchips will be returned to their owners. If an animal's owner cannot be identified, Security Forces will temporarily hold the animal until it is transported to the Otero County Animal Shelter.

# SECTION 5

# **ALTERATIONS, ADDITIONS**& CONSTRUCTION

### 5.1 Alterations to Homes

New construction, additions, or alterations by Residents to Soaring Heights homes, including garages, carports, patios and surrounding grounds are not allowed. Residents will not nail, screw, staple or bolt items into any exterior siding or roof, with the exception of management approved flag and insignia support brackets (please see section 5.16 for approved methods for displaying holiday lighting). This policy is inclusive of satellite dishes. Residents are prohibited from tampering with, altering or replacing thermostats without express written approval from Management. Requests for minor alterations must be submitted in writing to the

Resident's community office for approval prior to any work being done. Additional restrictions apply to historic homes. Please contact your community representative for complete details.

Unless the Resident has written permission from Soaring Heights to leave the alteration in place, alterations will be removed and the cost to restore the area or housing structureto its original condition will be done at the Resident's expense prior to the Resident's move- out. Residents are liable for damages to houses and yard areas resulting from alterations.

## 5.2 Fences

In some communities, Residents may erect a new fence with prior written approval obtained through their community office. See your community office staff for the procedure and approved fencing construction materials for fence installation. Residents are liable for any damages done to underground

utilities. A community representative may perform an inspection after the fence has been erected. Soaring Heights is not responsible for maintaining fences erected by Residents. Historical restrictions may apply. Hanging of any personal items such as carpet, clothing or plastic over fencing is strictly prohibited.

# **5.3** Storage Sheds

Written approval for the placement of sheds or utility structures must be obtained through the community office prior to installation. The request must clearly and accurately define the proposed location in relation to the home, other fences and sheds, playgrounds, roads, parking areas, utilities lines, etc. A utility clearance is required before installing storage sheds to prevent placement of sheds over utility lines. Shed sizes shall not exceed 10' x 12' and the shed must be commercial type, properly constructed and anchored securely to prevent possible overturning from winds. All storage sheds must have metal or plywood floors. If painted, storage sheds must be compatible with the exterior color of the home.

Residents are responsible for:

- Removing personally owned or rented storage sheds prior to move-out
- · Restoring turf upon removal of storage shed
- Damages to any property caused by the installation or removal of a storage shed.
   Additionally, storage sheds are not to be placed in any common area, garage or carport areas.
   Soaring Heights is not responsible for a Resident's personal property stored in Resident installed or existing Soaring Heights storage sheds.

### 5.4 Satellite Dishes

Residents who wish to install a satellite dish must submit a request in writing prior to installation. The equipment must follow the guidelines set forth in Section 5.4.2 and the applicable satellite dish agreement.

#### **5.4.1** Responsibilities

Damages resulting from the installation or removal of a satellite dish are the responsibility of the Resident. It is the Resident's responsibility to ensure that the private company hired to install a dish complies with the guidelines found in Section 5.4.2.

#### 5.4.2 Guidelines

Resident may only install one satellite dish (two if type of service requires two) or receiving antenna within the leased Premises. A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals. Each antenna or dish must be labeled with permanent marker with the corresponding address. \*Some properties have existing installed dishes or antenna's that must be used.

Satellite dishes may not be installed or placed on the roof of any Soaring Heights home or structure. Satellite dishes may not be attached to exterior siding, carports, garages, fences or walls. For Complete Details on Requirements on installation, please review the Satellite agreement prior to ordering new service.

#### Additionally:

- Holes will not be made in exterior siding, fences or walls
- Tree limbs will not be cut in an effort to obtain a better signal
- Cable runs for satellite dishes must not be used or installed in such a manner as to create a safety hazard.
- Vendor or installer will use existing cable wiring from junction box at residence and will not change box location
- Vendor or installer must not install additional junction boxes on exterior wall of the home
- When required to install a second parallel cable, permission must be requested in writing prior to installation. The second parallel cable must be cosmetically acceptable and the existing entrance hole must be used.
- Resident is responsible for removing the satellite dish system and restoring the grounds prior to move-out. Residents will be charged for removal and restoration if not properly completed prior to the move-out assessment.
- Improperly installed systems or systems installed without prior written permission from Soaring Heights will be removed at the Resident's expense.

# 5.5 Locks, Latches, and Dead Bolts

Residents that wish to have their locks changed should contact their community center. Residents must pay for this service unless a copy of a Security Forces blotter is provided indicating the Resident's safety is at risk. Chain locks, flip locks, barrel bolts, surface bolts or other types of security door guards will not be permitted unless requested and approved in advance and in writing by the community manager.

Residents needing assistance due to lock-outs during normal operating hours need to contact their community center. After hours, contact Soaring Heights through the after-hours maintenance. There is a lockout fee for after-hours lockouts.

Residents will not change locks, install deadbolts or duplicate keys for their home and Residents may be charged for the repair or replacement of locks in violation of this policy.

# **5.6** Security Alarm Systems

Resident installed security alarms requiring electrical wiring are not permitted. Security systems not hard wired are permitted, however, security codes must be provided to your community office for access during emergencies or maintenance visits. Residents are

responsible for damages caused by the installation or removal of Resident installed security systems.

### 5.7 Lawn Ornaments

Residents may place lawn ornaments on lawns if decorations are maintained and will not interfere with lawn service provided by Soaring Heights. Lawn ornaments are defined as decorative objects placed in the grassy area of a property and are limited to 18 inches tall and 24 inches wide. Fountains and other water moving ornaments/decorations

are permitted with prior written approval by your community center and are limited to no more than one such feature per home of a size no more than 18 inches tall and 24 inches wide. Holiday lawn decorations are permitted as defined in Section 5.16.

### 5.8 Rocks

Rocks may be used for edging, as stepping-stones or for mulching. Residents are responsible for removal of all rocks installed around the residence prior to move-out unless the Resident has approval in writing from the community manager to leave the rocks in place. Residents are responsible for restoring the yard to move in condition.

# 5.9 Painting

Residents may elect to personalize their home by painting if they comply with the Interior Paint Policy. There are no deposits or fees collected for painting. All Residents must receive approval to paint regardless of the paint option they choose prior to painting.

Soaring Heights has approved paint colors that may be used. Residents must complete a paint request form with their community office to paint their home using no more than 2 of the approved colors. If permission is granted and the home is painted within the approved guidelines and within the quality requirements, the Resident will not be charged to return the home to its original color. Any damage or paint on any fixture, such as carpet, doors, windows, tile, blinds or any other fixtures would be considered damage and can result in charges at move-out.

Residents who do not elect to use the approved color palette must still complete a paint request form prior to starting work. In this case, Residents are required to restore the home to its original condition by selecting one of two options:

- A. Prime all painted surfaces with white primer
- B. Pay per square foot of painted surface, payable at move-out

#### **5.9.1** Painting Restrictions

Residents will not paint interior walls in the kitchen or in bathrooms. Residents will not paint the exterior of housing, including doors, patio, concrete enclosures, sheds, privacy fences, sidewalks or any other Soaring Heights property.

#### **5.9.2** Borders and Wallpaper

Wall paper application is not authorized in any Soaring Heights home. Borders may be installed, but should be temporary and easily removed. Borders cannot be permanently attached. Residents will remove all borders and restore wall area to original condition prior to move-out. Expenses incurred for restoration repairs performed by Soaring Heights are the responsibility of the Resident. Borders and/ or wall paper are not authorized in historic homes

# **5.10** Nails

Residents are asked to leave nails, picture hangers, screws and ceiling hooks in walls at move-out. Residents are not required to fill small holes left by nails or picture hangers prior to move-out.

# **5.11** Appliances

Do not operate or store dishwashers, dryers, freezers, ranges, refrigerators and washers outside. It is not recommended to operate any appliances in the garage. Resident assumes all risk and is responsible for all damages to or resulting from improper appliance installation and location.

#### **5.11.1** Personal Appliances

- Residents are responsible for the connection of Resident owned washers and dryers. Residents may request a service request to confirm proper hook ups and connections of their equipment for \$20. Please contact the MSC for an appointment.
- When disconnecting washers, Residents must ensure that the water connection is turned completely off and does not leak when the hoses are removed

- Residents may install freezers inside the home only.
- Window air conditioners are not authorized without prior written approval from a Soaring Heights community office. Installation guidelines and forms are available on our website.
- Residents are responsible for disposal of Resident owned appliances and window air conditioners in accordance with state and local laws. See your Soaring Heights community representative for locations that accept appliances and window air conditioners for disposal.

# 5.12 Pools, Hot Tubs and Jacuzzi's

Safety First! Small wading pools that allow no more than 18 inches of water are permitted. An adult (18 years or older) must be present to supervise pool use and pools must be emptied after each use. Pools are not to be utilized in the front or sides of homes. Hot tubs, Jacuzzi and spas are not permitted for use in homes except when there is a

documented medical need. Written requests must be submitted to Soaring Heights and approved before installation and use. If a written request is approved by Soaring Heights, the Resident must contact Soaring Heights upon completion of the installation to ensure plumbing installation is in order to prevent potential leaks and damage during operation.

# **5.13** Trampolines

Trampolines are inherently dangerous for the owner and, more importantly, for children. Therefore, Soaring Heights enforces a strict policy surrounding trampolines. All trampolines must have safety netting and meet all safety guidelines for installation as required by the manufacturer. Residents are responsible for damages or personal injury

associated with a trampoline. Trampolines must be installed on a level surface area and be clear of overhead hazards such as roof line, trees and power lines. Soaring Heights will not modify existing ground areas or tree canopy to accommodate a trampoline. Contact your community office for more information.

# **5.14** Waterbeds

Waterbeds are allowed only on the first floor of homes with concrete slabs. Residents are responsible for all damages caused by the installation and/or use of waterbeds.

# 5.15 Patio, Lawn Furniture, Toys & Playground Equipment

Patio, lawn furniture, toys and playground equipment must be placed in the backyard. If there is no backyard, the side yard may be allowed with written permission from your community office. The number of pieces of equipment will be determined based upon safety, available space and overall curb appeal. If playground or other equipment hinders Soaring Heights lawn

services, the Resident becomes responsible for maintaining the area. Playground equipment must be complete and have no defects so as not to cause safety or health concerns. The Resident is completely responsible for the supervision, safety and maintenance of the equipment. The Resident also is responsible for any damage or injury due to installation or use of the equipment.

# **5.16** Ornamental Lighting & Decor for Holidays

#### RESIDENTS ARE NOT ALLOWED ON ROOFS FOR ANY REASON.

Reasonable use of inside and outside electric ornamental lighting is authorized. Do not penetrate roofs, siding or fascia with nails, staples, bolts, screws, etc. to install lighting. Use should be restricted from dawn to dusk. Note the following:

- Residents may use clips or tape that is specifically designed to install temporary holiday lighting
- Residents will carefully inspect and control ornamental lighting to avoid fire
- Extension cords are intended for occasional use and shall not be used on a permanent or semi-permanent basis inside or outside of any Soaring Heights home.

Use of ornamental lighting and holiday decor is authorized as follows:

- Decor must be generally in good taste.
- Be Mindful of Excessive Light and Noise

- Decorations should not be displayed earlier than 45 days before Halloween, Christmas, or New Year holidays, and they must be taken down within 30 days after the holiday.
- Residents will ensure that all selfinstalled lighting will be used in proper applications and meet safety regulations
- Outdoor lighting and electrical cords must be Underwriter Laboratory (UL) approved and designed for outdoor use
- Residents are responsible for any damage and/or liability resulting from the use of ornamental lighting
- Practice energy conservation and limit the use of ornamental lighting to the evening time. Do not leave lighting on during daylight hours

Additional guidelines apply to historic homes. Please contact your community office for more information.

# **5.17** Tents, Tarps and Covers

Tents, tarps, screens, or covers are not permitted anywhere on the exterior of the premises unless written permission is received from a Soaring Heights community office. Temporary, one-day exceptions will be made with written authorization by Soaring Heights for family events. Roll-up shades are prohibited.

# 5.18 Tree Swings, Tree Hammocks, Tree Houses & Signage

Tree swings, tree hammocks and tree houses of any type are strictly prohibited on Soaring Heights property at any time. Residents may not affix anything to trees within Soaring Heights or installation property.

# 5.19 Basketball Backboards

- Portable basketball backboards may only be positioned alongside driveways and should not be placed in common area parking lots
- Backboards that block access for trash collection or lawn service equipment will be removed without notice
- Backboards will not be located within 10 feet of streets, alleyways or cul-desacs and must be moved into a carport, garage or backyard when not in use

- Residents must remove backboards and restore grass areas damaged by basketball hoops prior to move-out
- Damaged backboards or backboards that are found to be unsafe must be removed immediately

## 5.20 Vehicle Care

Vehicle repair and maintenance activities are not allowed in any housing area at any time, except for the replacement of a flat tire or charging of a battery.

Car Washing is prohibited in Family Housing due to storm water, environmental and water restrictions. Please use installation or surrounding community facilities.

Oil Changes are prohibited in Family Housing due to environmental restrictions. Please use installation or surrounding community facilities.

# **5.21** Electric Vehicle Charging

Resident(s) are strictly prohibited from charging an EV from any household or community electrical outlets. This method of charging typically involves a slow and continuous flow of electricity, which may place undue stress on the building's electrical system and compromise the safety and convenience of other residents.

- Residents who own electric vehicles (EVs) may use Level 2 or higher charging stations for their charging needs. If Soaring Heights Communities has entered a Charging as a Service (CaaS) contract with a third-party provider for EV charging infrastructure in the home, residents desiring to charge an EV will be required to enroll in that EV charging program if they wish to charge their EV at the home.
- Additionally, utilizing public EV charging infrastructure, available at various locations near the property, is also an acceptable and convenient option for electric vehicle charging.
- Should Soaring Heights Communities not be entered into a CaaS contract with a thirdparty provider for EV charging infrastructure in the home, and a tenant desire to install a Level 2 or higher electric vehicle charging station within their designated garage, carport or parking space, written consent must be obtained from property management.

Any charging station installation must be performed by a vendor approved by the property management team that includes licensed electricians and complies with all local building codes and regulations.

Liability and Indemnification: By using an electric vehicle charging station on the property, the tenant assumes all responsibility for its safe operation, maintenance, and any associated risks. The tenant agrees to indemnify and hold the property management, property owners, and related parties harmless from any claims, damages, liabilities, or expenses arising from the installation, use, or malfunction of the charging station.

Soaring Heights Communities reserves the right to amend or update this electric vehicle charging clause in adherence to changing technology, regulations, or property requirements. Residents will be notified of any such changes in writing.

Dually, rent is inclusive of average utility consumption. Additional usage is charged to residents. Failure to comply with these regulations may result in fees or fines as outlined in our community guidelines.

# **5.22** Energy and Water Consumption

As a military family, it is of utmost importance to be responsible users of your utilities. This means actively conserving your family's energy and water use. By making a conscious effort to reduce your utility consumption, you will be helping the Department of Defense save natural and financial resources that can be better used in protecting our nation and providing services and support to our service members and families. You also will be an integral part of SOARING HEIGHTS COMMUNITIES effort to create sustainable communities and be good stewards of the environment in which we live and work. For more information about SOARING HEIGHTS COMMUNITIES conservation efforts, log on to www.soaringheights.net

Housing consumes about 30 percent of the total energy used on military installations. The Energy Policy Act of 2005 requires all federal facilities to reduce their energy consumption by 20 percent per gross square foot. This goal requires a concerted conservation effort by both residents and SOARING HEIGHTS COMMUNITIES.

#### Residents must:

- · Comply with installation, DoD and Soaring Heights Communities energy conservation directives and guidelines
- Reduce energy waste
- Conserve water whenever possible

For the most current guidelines and requirements, please visit your community website or contact your Community office.

# SECTION 6

# COMMUNITY RECREATION & FACILITIES

# **6.1** Soaring Heights Amenities

Soaring Heights constructs, manages, and operates facilities that are designed for the Residents of the communities they support. Community centers with activity rooms and exercise rooms are available for all Soaring Heights Residents in all communities. Please observe the rules and regulations noted below that are designed for your convenience and safety. It is your responsibility to be informed of the rules and regulations. Soaring Heights reserves the right to prohibit the use of the facilities to any individual that Soaring Heights, at its sole judgment, determines has failed to comply with any of the rules and regulations herein or posted within the communities. Social and recreational facilities shall be used AT YOUR OWN RISK. The Owner, Operator and Soaring Heights are not responsible for injuries sustained from the use of the facilities. Any Soaring Heights Resident is permitted to use the amenities of all Soaring Heights facilities, regardless of what community they reside in.

#### **6.1.1** Community Centers

Use of the Community Center activity room for functions can be scheduled with Soaring Heights on a "first come, first served" basis. Residents must be present at all times. Residents and guests agree to abide by all Community Guidelines and Policies of the Community and will not use the Community Center for any improper, illegal, dangerous, or offensive use. Residents are responsible for leaving the rooms clean and ready for the next Resident. Residents who do not clean rooms after use may be charged for cleaning. If additional cleaning is required to return the facility to satisfactory condition, additional charges may apply. Residents are also financially responsible for any missing items or damages incurred while they have use of the room. The use of the Community Center for a function does not include use of the splash park unless otherwise reserved.

#### **6.1.2** Athletic Fields & Courts

Court availability is on a "first-come, first served" basis. When others are waiting to use courts, please limit your playing time. Residents are required to wear appropriate attire when using the courts. Animals, strollers, bicycles, skates, skateboards, scooters, riding vehicles and other such equipment are prohibited on the courts. Please dispose of all trash in the proper receptacles.

## **6.1.3** Playgrounds/Tot Lots

All those using the playground do so at their own risk. Only Residents and accompanied quests under the age of 14 may use the playground. Residents are asked to follow all posted rules at playgrounds and tot lots. Residents assume all risks and liabilities associated with any injuries that might occur to themselves, their guests and occupants when using the playground. For safety reasons, all children under the age of 12 must be accompanied and supervised by a responsible adult. Please do not use the playground/tot lot when the equipment is wet or icy. Notify Soaring Heights if equipment is not working properly or if any equipment is missing or damaged. Roller skates, in-line skates, skateboards, bicycles, tricycles, riding vehicles and other such equipment are prohibited.

Animals are not allowed on the playground/tot lots, with the exception of service animals. Please dispose of all trash in the proper receptacles.

Hours of operation for all playgrounds are from dawn to dusk daily. Playgrounds, pavilions, skate parks, basketball courts and tot lots are closed during the hours of darkness. Residents are required to report any vandalism to the Security Forces and community center. Residents are encouraged to identify vandals and report misuse and abuse of playground equipment to the community office.

Reports may be made anonymously to <a href="https://www.soaringheights.net">www.soaringheights.net</a> or to your Community Office.

#### 6.1.4 Dog Parks

Soaring Heights offers Dog Parks at all three locations. Rules for each area are posted and should be abided at all times. Use these facilities at your own risk. **Pet owners are required to clean up after their pet.** All neighborhood parks are equipped with "doggie-bag" dispensers and trash cans. Thanks for your assistance in keeping our parks clean and safe for all park patrons! Dogs must be leashed when entering and exiting the park. Dogs must be current on all vaccinations to utilize the facility. No other animals besides dogs are permitted in the park.

#### 6.1.5 Common Areas

Common areas are for the use and enjoyment of all Residents. All common areas, including but not limited to parking lots, breezeways, jogging trails, courtyard areas, 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 that all items left unattended in common areas may be removed and disposed of by Soaring Heights personnel without notification. Please notify the Soaring Heights team of any burned out streetlights or common area lights for replacement.

# **6.2** Bicycles, Skateboards, Scooters, Tricycles, Roller Blades & Like Equipment

Bicycle riders and other types of road and sidewalk equipment operators must comply with the rules of the roadway for motor vehicles. All should be neatly stored away from front lawns and common areas. Additionally:

- · Abide by traffic signs and signals; pedestrians have the right-of-way
- Bicycles must be secured to a fixed object with an appropriate locking device when not in use
- When present, obey traffic control personnel
- · Use of appropriate safety gear is required
- No equipment may be operated on tennis courts, basketball courts or in and around community centers and office buildings
- No trick riding is allowed on the grounds, including jumping curbs, scraping curbs or riding curbs
- Parents must supervise their children to ensure all rules are followed

# **6.3** Yard and Garage Sales

Soaring Heights and the installation cooperate to offer two (2) yard sale/garage sale weekends each year under the following guidelines:

- Signs may only be displayed for 24 hours and must be promptly removed following the completion of the sale
- Signs may not be affixed to trees, poles, street lights, community signs or mailboxes.
- Items must be removed from yard when sale is over

# **SECTION 7**

# MAINTENANCE PROGRAM

# 7.1 Maintenance and Repair Overview

Soaring Heights provides comprehensive maintenance services to ensure that safe functional homes are provided to all Residents. The maintenance department strives to provide prompt, knowledgeable and convenient maintenance services that ensure Resident satisfaction. The team works to protect and improve the physical assets of Soaring Heights.

Maintenance Solution Center: Davis-Monthan (520) 505-5012 Holloman (575) 479-1175

To submit a routine service request online, visit www.soaringheights.net or submit through the resident app.

Service Request Working Hours		
Category	Day of Week	
Emergency	Monday - Sunday	
Urgent	Monday - Sunday	
Routine	Monday - Friday	

Typical Timelines for Service Requests		
Maintenance Type	Response Times / Completion Goals	
Emergency	Respond within 1 hour; work until resolved, arrested, or contained.	
Urgent	Respond within 8 hours during the daytime; work until urgent issue is contained.	
Routine	Respond by appointment during business hours.	

# **Service Call Classifications**

# Call Type Emergency

## Definition

Immediate danger to life, health or safety. Failures or deficiencies that are an immediate danger or health hazard to resident. A breakage, stoppage or loss of equipment for which life or property may be endangered if repair is not accomplished. Breaks in water, wastewater or gas lines, gas leaks, utility outages, doors or windows that cannot be secured, lock outs. Breaks in water line that cause loss of water supply is an emergency; uncontained water leaks (from roof, toilet overflow, hose bib back up, etc.) other breaks that don't cause loss of water nor imminent damage potential to home are typically classified as urgent, disturbed lead-based paint or exposed asbestos, report of smoke, sparks or arcs, Missing or Inoperative Life, Health, Safety Equipment:

- Fire Extinguishers
- Carbon Monoxide Detectors (less battery failures)
- Smoke Detectors (less battery failures)
- Fire Sprinklers

Complete Loss of Heating with external temperature of less than 50 or complete loss of cooling with external temperatures 85+ or an on file medical exception (Definition: no power, system inoperable, no blowing air)

#### Urgent

Failures or deficiencies that are not an immediate threat to health or safety of residents and do not threaten damage to property. These failures may impact quality of life for resident and may pose a threat if left unattended. One commode clogged in home with multiple commodes, appliance not operating, no hot water, heating and cooling over weather thresholds, drain clogs, investigate mold or mildew growth (active water leaks are emergency), loose or detached handrails and grab bars., pest or rodent infestation. An infestation is defined as the presence of an unusually large number of insects or animals in a place, typically so as to cause damage or disease.

For heating and cooling: Temperature Differentials Not Operating Within Manufacturers Guidelines (Defined as: For Cooling: Manufacturer's guidelines state system should cool at least 20 degrees compared to outside temp. If it does not AND it is above 95 degrees outside, this would be an Urgent service order

For Heating: Outside Temperature is less than 50 degrees and interior temp is less than 65 degrees)

#### Routine

Routine service calls are those that do not meet the definition of emergency or urgent service calls. HVAC system operating but not reaching desired temperature or complete loss of cooling if the outside temperature is less than 85 degrees or complete loss of heating and temperature is greater than 50 degrees. The Maintenance Solution Center will review work requirements and notify Residents of approximate date or time that service can be expected. Residents should promptly report repairs that are beyond the capability of the Resident to Soaring Heights for action.

## 7.2 Service Calls

Residents may initiate service requests 24 hours a day, seven days a week by calling the Maintenance Solution Center or, for routine requests, by submitting an online service request through the website. Residents can provide Permission to Enter (PTE), which authorizes maintenance to complete repairs in the home requested by the Resident without their presence for their convenience. Residents

who do not authorize PTE must be present at the time service is performed. In this case, a maintenance member will not enter the home without an adult 18 years or older present (unless the spouse of a active duty service member) or with unrestrained pets. Some services may be performed by vendors, particularly pest control.

#### **Minor Maintenance Tasks**

Residents are required to perform minor maintenance tasks in their home before calling the maintenance service desk. By doing so, maintenance personnel will be able to concentrate their efforts on work that requires their special skills. Such tasks include plunging toilets and sinks, tightening screws on hinges, replacing light bulbs, resetting garbage disposals and other simple maintenance tasks that can be done without specialized training or tools.

#### The Resident is responsible for:

- Replacing light bulbs
- Resetting circuit breakers
- Replacing doorstops or bumpers
- Replacing or tightening loose screws on hinges and tightening cabinet hardware
- Replacing air filters in HVAC Systems (filters are provided free of charge through Self Help)
- · Turning off water valve in case a toilet overflows
- Weeding and upkeep of flower and plant beds
- Properly disposing of CFL bulbs; Contact maintenance for guidance

Please visit Section 8.1 for a list of available Self Help Items

## 7.3 Preventive Maintenance Work

All homes are required to have a preventive maintenance service and inspection annually. This work is required to ensure the safe and efficient operation of all installed equipment as well as the exterior structure. Preventive maintenance includes, but is not limited to:

- HVAC units and water heaters are inspected and preventive maintenance is performed as needed
- · Inspection of smoke detectors
- Exterior inspections and informal condition assessments (foundation settling, mildew, roof and gutter, as well as an inspection of bushes and trees) will be performed annually or as needed

Residents will be contacted by a maintenance service coordinator to schedule all preventive maintenance work when access to the interior of the home is required. If Soaring Heights determines that a home is in need of a preventive maintenance service and the maintenance dispatch team is not able to reach

the Resident by phone in a reasonable amount of time, a 48-hour notice of entry will be left at the door. At the end of the 48-hour period, a member of the Soaring Heights maintenance team will enter the home to complete the repairs. No home will be entered if a minor child is present without an adult who is 18 years of age or older at the home (unless the spouse of a active duty service member).

For planned utility outages, affected Residents will be notified at least 48 hours prior to the planned outage if the information is available. Otherwise, Residents will be notified as quickly as Soaring Heights is aware of the utility outage. Notification to Residents may include a combination of the following methods: announcement on the Soaring Heights website or Facebook page, a flyer delivered to each home, information signs posted in the community, a posted notice at a community center or an email, text or telephone message.

## 7.4 Pest Control Services

Residents are required to treat minor pest problems. The Resident is required to keep their residence in clean condition and store food in sealed containers. Failure to properly store food will invite unwanted pests. Soaring Heights staff will treat for infestation after an attempt made by

the Resident to eliminate the problem fails. Pest control for infestation due to Animal ownership will be the responsibility of the Resident.

Residents are prohibited from hiring any other Pest Control provider. Pest Control services are provided exclusively through Soaring Heights.

# 7.5 Refuse Collection & Recycling

Refuse, recycling collections and bulk pick-up are provided to Residents weekly on designated days. Residents will be notified of scheduled refuse and recycling pick-up days at the time of move-in by a community representative. Refuse and recycling cans and bulk items should be placed curbside, not earlier than 5:00 p.m., the evening prior to pick-up.

Refuse and recycling cans must be returned to their storage area immediately following pick-up, but no later than 7:00 p.m. on the day of pick-up.

#### **7.5.1** Refuse

Residents should place all trash/refuse in bags to prevent insects and other pests from being attracted to refuse cans and dumpsters. Residents should periodically rinse out refuse cans/containers to prevent odors. Old cooking oil may be disposed of in regular trash but should be placed in a suitable, non- breakable container prior to placing in trash. Automotive oils may not be placed in refuse cans/ containers at any time unless an approved automotive oil disposal kit is used. As a reminder, automotive repairs including the changing of oils, are prohibited in Soaring Heights housing areas.

For information on the disposal of specific items in Arizona, please contact: (520) 228-5588. In New Mexico, please contact: (575) 572-7608

#### 7.5.2 Recycling

The recycle service accepts: paper, plastic, metal products and items do not need to be separated. A detailed list of recyclable items can be found in the move-in packet and on the Soaring Heights website. It is also available by contacting the Welcome Home Center. Please rinse all containers before placing them into the recycle bin.

#### 7.5.3 Bulk Pick-Up

In Arizona: The City of Tucson provides bulk trash pick-up twice a year, typically in December and June. Some items can be dropped off at the Suburban Miners trailer located by the Self-Help Store; a list of acceptable items can be found online at www.soaringheights.net. Please call Self-Help at 520.748.3326 prior to dropping any items off. Residents must take items such as air conditioners, batteries and propane tanks to an appropriate disposal site. Information can be found on the Soaring Heights website or by contacting the Welcome Home Center.

In New Mexico: Bulk trash pick-up occurs weekly on the same day as refuse (trash) pick-up. Residents must take items such as air conditioners, batteries and propane tanks to an appropriate disposal site. Information can be found on the Soaring Heights website or by contacting the Welcome Home Center.

#### 7.5.4 Green Waste

Residents are encouraged to recycle green waste. Green waste such as limbs and large leaves should be neatly bundled and tied together in a neat package not to exceed 4 feet in length by 2 feet in width. Loose green waste should be placed in a plastic bag or a cardboard box. Green waste should be placed at the curb for pick-up in accordance with your community center recycling schedule.

#### 7.5.5 Hazardous Materials

Hazardous materials may be disposed of at the local Hazardous Waste Disposal site. Small quantities of household cleaner are permitted in household trash. Paint must be left out to evaporate. Empty paint cans and dried paint can be disposed of in normal household trash. Soaring Heights cannot accept propane tanks, refrigerators, air conditioners, tires, batteries or mattresses of any size. Tires, batteries and waste oil may be dropped off at the auto hobby shop located on base.

For information on the disposal of specific items, please contact your community office.

# 7.6 Grounds and Landscape Maintenance Program

Regular grounds maintenance is performed for all common areas, facilities, front, side and backyards of all homes (provided they are not fenced).

- Flowerbeds should be kept free of grass, weeds, dead plants and trash
- Prior written approval from their community office is required before installing personal landscaping features
- Planting of trees and/or bushes, is prohibited. Decorative flowers are permitted, however, the Resident may be required to remove flowers and restore the landscaping to its original condition prior to move-out
- Please remove personal items (toys, bicyles, decorations, etc.) prior to your landscaping service.
- Herbicide application (initial application takes place in the spring typically May)
- Mowing and Edging common areas, facilities, front, side and backyard of all homes (provided they are not fenced) on designtated days (weather dependent). Fenced in yards are the responsibility of the Resident.
- Routine tree- shrub pruning
- Mulching

#### **Residents are responsible for:**

• Watering front and backyard lawns in accordance with Soaring Heights guidelines. Check with the Welcome Home Center for watering guidelines or online at www.soaringheights.net (Resident Forms and Downloads).

# SECTION 8

# **SELF HELP SUPPLIES**

# **8.1** Self Help Supplies

Soaring Heights is pleased to offer residents a convenient self-help option for a number of replacement items for your home. Items may be picked up at the Community Center during normal business hours and include items such as:

- HVAC filters It is recommended that the filter(s) in your home be changed once per month to ensure proper performance of heating and air conditioning units.
- · Light bulbs
- Batteries
- Blind slats
- Grass seed (seasonal)
- · Sink Aerators and baskets
- Toilet plungers

\*Items offered in self-help are subject to change and availability. Contact your community office for a current list of self-help items.

# SECTION 9

# RENTERS INSURANCE

# 9.1 Renter's Insurance

Resident agrees to obtain and maintain at all times during the term of this Agreement, at Resident's expense, renters insurance which provides liability insurance by an authorized insurance company that provides limits of liability in an amount of at least \$100,000 per occurrence (The "Minimum Required Insurance") to protect the Resident from claims for property damage and physical injury caused by or to Resident, or Resident's family member (s) or guests. Upon execution of this Agreement and thereafter upon request of Landlord, Resident will provide Landlord with evidence of the required insurance coverage, which shall name Landlord as an interested party.

Landlord also strongly encourages Resident to obtain property insurance to cover losses or damage to their personal property or the personal property of resident's family or guest(s). Resident acknowledges that: (i) Landlord's insurance does not cover the loss of or damage to Resident's personal property, and (ii) Resident's failure to maintain the insurance required above may result in Resident being liable to Landlord and others for loss or damage caused by Resident's actions or those of any family member(s), invitees or guests of Resident.

# **SECTION 10**

# **MOVE-OUT PROCEDURES**

# 10.1 Resident Lease Agreement Termination& Move-Out Procedures

The Resident Lease Agreement includes a clause requiring Residents to notify Soaring Heights of their intent to vacate. Residents must notify their community center in writing 30 days prior to vacating or as soon as notification of transfer to another duty station is received. It is not necessary to have orders to submit a 30-Day notice to vacate. If a service member is not able to provide the written notice to vacate, the spouse must provide the notice with a power of attorney. All other reasons that will result in the termination of the Resident Lease Agreement, such as retirement, also require a 30-day notice. Once notice has been provided, the moveout date may not be extended in most cases as this impacts inbound families. A Special Power of Attorney (SPOA) is required from the Service Member designating an agent to act on his/her behalf in matters regarding Soaring Heights homes if the Service Member is not present for the move out inspection. Once Soaring Heights receives the written notice to vacate, move-out resources are provided, and a final assessment is scheduled.

#### 10.1.1 Move-Out Process

The Resident Lease Agreement requires a 30 day notice be given to the Resident's community office prior to move-out, and Residents are encouraged to provide early notice once their departure date is known. Receipt of early notices will assist in forecasting move-outs; therefore facilitate the notification and processing of incoming Residents.

#### Upon receipt of the move-out notice, Soaring Heights Property Management will:

- · Provide a move-out brochure detailing the move-out process and expectations
- Discuss the move-out process and expectations
- · Discuss cleaning expectations and requirements
- Discuss proper disposal of hazardous materials
- Discuss the difference between normal wear and tear and damage

Upon request, the Property Management team will complete a pre-inspection prior to move-out.

#### 10.1.2 Move-Out Assessment

We have designed a simple move-out process for our military families that reduces the stress of the experience. When a home is cleaned regularly, it should only require a wipe down, sweep and vacuum at move-out. We expect that you leave your home clean throughout (including the kitchen, bathrooms, yard and garage).

In advance of your move-out assessment, please complete the checklist below. These items may help you avoid confusion and unforeseen costs.

#### **Painted Walls**

Residents who elected to paint within the approved color palette, received permission from Soaring Heights and painted their home within the approved guidelines, and within the quality requirements, will not be charged to return the home to its original color.

Residents who did not elect to use the approved palette, but did choose to paint, must still have an approved paint request form. In this case, Residents are required to restore the home to its original condition prior to move-out by selecting one of two options:

- A. Prime all painted surfaces with white primer
- B. Pay per square foot of painted surface, payable at move-out

#### **Cabinets**

Please have all the cabinets and doors in the kitchen and bathrooms open to speed up the inspection process.

#### Personalization

Any home improvements that occurred during the residency (unless otherwise approved by management) must be reversed. The home must be returned to its original condition. Residents are asked to leave nails, picture hangers, screws and ceiling hooks in walls at move-out.

#### **Damage**

Any damage or paint on any fixture, such as carpet, doors, windows, tile, blinds or any other fixtures would be considered damage and can result in charges at move-out.

#### **Mail Forwarding**

Check your mailbox and work with your post office to ensure your mail is forwarded prior to move-out.

#### **During the move-out assessment, Soaring Heights Property Management will:**

- Compare your move-in inspection sheet to the current condition of the home to evaluate normal wear and tear versus Resident damage
- Provide a list of damage or cleaning charges and, if applicable (for excess damage) an additional damage assessment and repair estimate may be necessary
- Collect all outstanding debt including damage and cleaning charges (for Service Members separating from the military, rent for that month must be collected.) No cash payments will be accepted
- Provide a final utility statement to be paid directly to the third-party vendor (if applicable)

#### During the move-out assessment, the Resident will:

- Ensure that all persons and personal property are removed from Soaring Heights property.
- Provide an accurate forwarding address
- Return keys, garage door openers, mailbox keys (if applicable) and other access items.

If a Service Member leaves without paying the full amount due at move-out, collection procedures will start immediately. Collection activities include, but are not limited to, reporting the bad debt to collection agencies, all credit bureaus, and to the Service Member's command.

#### **10.1.3** Cleaning Requirements

Soaring Heights has established cleaning and lawn maintenance move-out guidelines for:

- Floors
- Walls, Ceilings & Doors
- Window Coverings
- Kitchen & Laundry Room
- Appliances

- Bathrooms
- Garage, Patio, Balcony & Basement
- Refuse & Recycling Containers
- Home Exterior & Yard

Soaring Heights will provide Residents with a move-out brochure at time of notice that will provide a detailed description of the required cleaning in each category. A copy of the move-out brochure is also available online at <a href="https://www.soaringheights.net">www.soaringheights.net</a>.

#### 10.1.4 Normal Wear and Tear

Residents are responsible for damage to their home or to equipment and furnishings caused by the abuse or negligence of family members and guests. Normal wear and tear is the amount of deterioration which occurs in the normal use of homes; as such it is anticipated and acceptable. Homes should be used as intended, avoiding any negligence, carelessness, accident, or abuse of the premises by the occupant, members of the household, their animals or guests. For example, small nail holes are expected, large holes are not. For a list of common damage costs, including damage caused by animals, please visit the Departing Residents section of our website. Residents will be required to pay for damages and cleaning costs prior to clearing housing.

# **CARE OF YOUR HOME**

### 11.1 Overview

Care of your home should be an on-going effort throughout your residency. For additional tips on maintaining your home, visit the Soaring Heights website at <a href="https://www.soaringheights.net">www.soaringheights.net</a>.

#### 11.1.1 Bathrooms

Ceramic tile and fixtures should be cleaned with a mild detergent. Use a commercial cleaner to prevent calcium deposit buildup in toilets. Avoid flushing items such as paper towels, flushable wipes, feminine products, or disposable diapers. If plumbing stop-ups occur, first try using a plunger. If this fails to clear the system, then call the Maintenance Solution Center.

#### **11.1.2** Carpets

Vacuum frequently, at least weekly. Clean-up spills immediately, before they become stains. We recommend Residents steam-clean or shampoo carpets at least every 6 months, or more often if they have animals. The use of cleaning or spot remover products containing bleaching agents is not authorized. Residents will be held accountable for stains or damages caused by animals, burns, etc.

#### **11.1.3** Floors

When cleaning the floors in your home, pay special attention to corners and along baseboards for dirt and wax buildup. As you clean, keep in mind that excessive water can cause damage to any floor, especially wood. Vinyl tile and sheet vinyl floors may be waxed. Remove old wax occasionally to prevent wax buildup. Use only quality products to wax or remove old wax. Hardwood floors should be dusted frequently and only occasionally wiped down with a damp, not wet, mop. Do not wax hardwood floors.

#### 11.1.4 Kitchens

Do not use gritty or harsh detergents when cleaning kitchen appliances and fixtures. Ovens, broiler units, top burners, and filters in overhead hood units should be cleaned regularly. The exterior of the range and the oven door gasket should be cleaned frequently. Refrigerators should be cleaned regularly. Avoid use of sharp instruments to remove ice when defrosting. Do not place hot utensils on countertops. Use a cutting board when chopping, slicing, or cutting. Use only regular, nonstick shelf paper in drawers and cupboards. Do not paste decals on kitchen cabinets or drive nails or hooks into cabinets.

#### 11.1.5 Walls

Use mild soap and warm water to keep walls clean. Do not apply adhesive-backed materials, wallpaper, or decals to walls, as these cause damage when removed. Use only small nails or picture hangers to hang items on walls. Make sure there are doorstops on all doors to prevent damage to walls. It is the Resident's responsibility to remove spider webs on a regular basis.

#### 11.1.6 Garbage Disposals

Your garbage disposal should only be used for very minor amounts of food particles when rinsing EMPTY dishes prior to the dishwasher, i.e. if it can go in the trash, put it in the trash. Keep the cover in the stopper position when not in use. This will prevent foreign material from accidentally dropping into the disposal unit. Be sure to have COLD water turned on. It is important to maintain a sufficient flow of water to flush shredded waste through the drains, even after the disposal unit has been turned off. DO NOT put bones, bottle caps, glass, pasta or pasta like materials, foil, rags, cigarettes, string, paper, anything fibrous (i.e., celery, artichokes, corn husks), or grease down garbage disposal, which will build-up and cause clogging. Never use the disposal when the item could go in the trash

#### **Troubleshooting**

- 1. Press the reset button under the garbage disposal unit (located under the sink) and turn on the switch.
- 2. If the disposal still does not operate, in order to repair the unit, please call the Maintenance Solution Center.

# SECTION 12

# ENVIRONMENTAL AWARENESS

## 12.1 Mold & Mildew

#### **Information and Steps for Prevention**

It is our goal to maintain a quality living environment for Residents. To help achieve this, it is important that Residents and Soaring Heights work together to minimize mold growth in their homes. The following important information outlines Resident responsibilities and Soaring Heights responsibilities.

#### **Preventing Mold**

In order to minimize the potential for mold growth in your home, you must do the following:

- Keep your home clean, especially in kitchen and bathroom(s) and including carpets
  and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard
  surfaces are important to remove the household dirt and debris that harbors mold
  spores or food for the mold spores. Immediately throw away moldy food
- Remove visible moisture accumulation on windows, walls, ceilings, floors, showers, and other surfaces. Look for leaks in washing machine hoses and discharge lines; especially if the leak is large enough for water to infiltrate nearby walls
- Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors
- · Experts recommend that after taking a shower or bath you:
  - · Wipe moisture off of shower walls, shower doors, bathtub and bathroom floor
  - Leave bathroom door open and the exhaust fan on until all moisture on mirrors, bathroom walls and tile surfaces has dissipated
- Hang up towels and bath mats so they will completely dry
- Keep your porch and patio clean and free of mold growth by using a mold, mildew, or algae cleaner and
  water solution. Excessive mold on porches and patios can be carried into homes by a person's shoes
  or by pets. Keeping your porch and patio --and sidewalks clean is essential to preventing mold growth.
  Mold, mildew, or algae cleaners are available at most local hardware and home improvement stores
- Promptly notify your community center about any air conditioning system problems you discover.
   Periodically check your hot water heater for leaks. Follow rules regarding replacement of air filters. Also, it is recommended you periodically open windows and doors when the outdoor weather is dry (i.e. humidity is below 50 percent) to help humid areas of your home dry
- Promptly notify your community center about any signs of water leaks, water infiltration or mold. Staff will respond in accordance with state law and the Resident Lease Agreement to repair or remedy the situation, as necessary
- · When operating air conditioning systems, keep all doors and windows closed

### **Removing Mold Growth**

If small areas of mold appear on non-porous surfaces (ceramic tile, formica, vinyl flooring, metal, wood, plastic) the Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray on type of household biocide such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew

Remover or Clorox Clean-up (Note: Only a few of the common household cleaners will actually kill mold). Tilex and Clorox contain bleach, which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area five or six times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold from porous items such as fibers in sofas, chairs, drapes and carpets provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

#### Compliance

Complying with this information will help prevent mold growth in your home, and together Residents and Soaring Heights will be able to respond appropriately if problems develop that could lead to mold growth. If you have questions regarding this information, please contact your community representative.

### 12.2 Lead Based Paint

Residents are provided with a copy of the Lead-Based Paint Disclosure as a part of the Resident Lease Agreement and Resident Welcome Packet. Soaring Heights strongly advises residents to review this document prior to considering any paint work.

Residents should be aware that the presence of lead-based paint is possible in any building built before 1978. Therefore, if you find peeling or chipping paint in your home, please notify your community representative immediately. Please note that the planting of vegetable or fruit gardens or otherwise disturbance of soils within the dripline of residences (including children play areas) is not permitted.

In compliance with Federal law, Soaring Heights provides any residents who may be assigned a home built before 1978 (the last year in which the use of lead based paint in homes was legal) a copy of the current EPA pamphlet "Protect Your Family from Lead in Your Home" (EPA747-K-99-001). On 7 January 2000, the Department of Defense (DOD) signed a policy to manage lead-based paint in a manner protective of human health and the environment and to comply with all applicable Federal, State or local laws regulating lead-based paint and their hazards. All homes constructed after 1978 are free of lead-based paints. For more information about lead based paint, please visit our website at www.soaringheights.net.

# 12.3 Asbestos

Asbestos is a naturally occurring mineral used primarily in fireproofing applications, thermal system insulation, and miscellaneous building materials such as roofing materials, caulking, flooring products, among others. In residential construction, asbestos is located primarily in flooring products (tiles and glues), joint compound "mud" used on seams of sheetrock systems, pipe insulation and mastics "tar" around chimneys or other roof penetrations. Asbestos was used widely in building materials prior to 1990. In various parts of your unit, Asbestos Containing Material (ACM) may have been used in the original construction or renovation prior to the enactment of Federal laws that limit asbestos in certain construction materials.

The United States Environmental Protection Agency (EPA) has determined that the mere presence of ACM does not pose a health risk to residents. These asbestos-containing materials are safe so long as they are not subjected to sanding, grinding, cutting and abrading that causes the asbestos fibers to be released from the construction material. These actions may produce dust and cause asbestos particles to become airborne. Asbestos is a respiratory hazard. The EPA does not require that intact ACM be removed. Instead, the law simply requires that the owner take reasonable precautions to minimize the chance of damage or disturbance of these materials.

Residents must comply with the following:

- Residents may hang pictures and wall ornaments by driving hangers into walls, but holes greater than
  one- quarter inch in diameter shall not be made without the express written approval of Soaring Heights.
- Residents noting damaged or deteriorated flooring, wallboard or ceilings shall notify Soaring Heights, who shall determine what repair, if any, is necessary.
- · Residents shall not make alterations to flooring without the express written approval of Soaring Heights.

## **12.4** PI Soil

Prior to 1989, organo-chlorine pesticides were lawfully applied to the soil underneath and around structures at Soaring Heights to control termites. Although subsequently banned, these pesticides may have persisted in the soil. As a result, there is the potential for pesticide-impacted soil to be present, particularly within the three-foot perimeter surrounding homes and other structures.

If disturbed, pesticide-impacted soil can potentially present health risks depending on the nature and duration of exposure, particularly if ingested or inhaled. Therefore, residents should be aware that digging or otherwise disturbance of the soil within the three-foot perimeter surrounding homes and other structures is not permitted. For more information, please contact your Soaring Heights community center.

## **12.5** Radon

Radon is a naturally occurring gas found in soils, rock, and water. Radon forms from the decay of uranium and radium, elements naturally occurring in rock and soil. Although outdoor concentrations of radon are typically low, it can seep into buildings through foundation cracks or openings and create higher concentrations indoors if the sources (rock and soil) are large enough. Radon is a heavy gas, which accounts for its tendency to collect in the lowest portion of a building such as a basement. You cannot see, smell or taste radon.

Indoor accumulations of radon can pose a health hazard by breathing it over prolonged periods. There are no known short-term health effects of radon exposure, and there is evidence suggesting that high exposures over a short period of time are not more hazardous than low levels of radon experienced over a long period of time (U.S. EPA 2018). There is also no evidence that children are at a greater risk of exposure than adults (U.S. EPA 2018).

The concentration of radon measured in a house depends on many factors, including the design of the house, local geology and soil conditions, and the weather. Radon's decay products are all metallic solids, and when radon decay occurs in air, the decay products can cling to aerosols and dust, which makes them available for inhalation.

Soaring Heights is fully committed to the safety and well-being of all our residents and will periodically test homes ensure the radon is below action levels as set by the Environmental Protection Agency's (EPA) guidelines. If action levels of radon are identified, we will follow the U.S. Environmental Protection Agency's guidelines for mitigation. Soaring Heights works collaboratively with trade partners and subject matter experts to resolve and address any concerns that may arise regarding its residents' living environments.

# **RADON MITIGATION SYSTEM**

Radon mitigation systems may assist in removing the potential buildup of radon and have gauges intended to indicate if the radon mitigation system is operating correctly. A testing program is in place to ensure levels are monitored and stay below the U.S. Environmental Protection Agency (EPA) action level of 4 pCi/L (picocuries/liter), however a visual inspection of the gauges should be conducted by the resident monthly to ensure the device is operating correctly. Your Resident Services Coordinator will provide the location of your radon mitigation system at move-in if applicable to your home.

Please keep in mind that gauges on the radon mitigation system are not designed to tell you the concentration of radon present, these gauges only indicate if the radon mitigation system is operating correctly.

Any concerns with the system should be forwarded to the Soaring Heights Communities
For Davis-Monthan: (520) 505-5012 / For Holloman: (575) 479-1175

The Maintenance Department will check the system periodically when making service calls to ensure that all piping is connected and the system is operating properly.



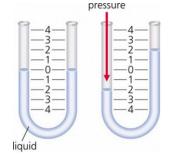
A common gauge found on radon mitigation systems is a U-tube filled with red liquid called a manometer or vacuum gauge.

The U-tube manometer or vacuum gauge primarily indicates the vacuum pressure inside the radon mitigation system. This will let you know if the radon mitigation fan is working properly.

#### **HOW TO READ A MANOMETER**

The readout on the manometer should be between 0.5in - 1.75in. This indicates your radon mitigation system is pulling the right amount of air for your home's system. When your radon system is shut off, the fluid should rest at zero.

Contact the Maintenance Department with questions or to have your system inspected.





The second gauge that may be found on radon mitigation systems is an electric Magnehelic Differential Pressure Gauge (MDPG) and will have a switch indicating "Radon Fan, DO NOT TURN OFF".

This electric MDPG works along the same lines as the manometer. The gauge on the MDPG goes from 0 to 2 inches of water pressure and the readout on the MDPG should be between 0.5in – 1.75in. In most cases these are acceptable levels indicating that your system is operating correctly. If the needle drops below 0.5 the system needs to be evaluated by the Maintenance Department. It is important to understand that these readouts will only indicate if your system is in need of any maintenance and should be serviced.

Do not turn off the switch to these mitigation units. If for some reason the system is not operating correctly or the gauge does not read within the range listed above, please notify the Maintenance Department.

# Notes:

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# Soaring Heights Communities Davis-Monthan AFB

8090 E. Ironwood Street Tucson, AZ 85708 Tel: (520) 745-5024

# Soaring Heights Communities Holloman AFB

2300 Alamogordo Boulevard Holloman AFB, NM 88330 Tel: (575) 479-1175

