

CORTA BELLA HOMEOWNERS ASSOCIATION

“Association Rules & Regulations”

In accordance with the Corta Bella Homeowners Association Bylaws, Article 3, Subsection 3.9.7, and the Covenants, Conditions & Restrictions (CC&R's) Article 5, Subsection 5.3 the following are the current Association Rules and Regulations. These Rules and Regulations may be amended from time to time as needed.

Corta Bella was developed as a planned community and structured with a Homeowners Association (HOA). As with all HOA's there are Covenants, Conditions & Restrictions (CC&R's) plus By-Laws that everyone is expected to abide by, whether Owner; Owner/Landlord or Tenant.

It is to everyone's mutual benefit that these rules and restrictions are in place to keep the development as a whole appearing presentable and well maintained. They also assist in protecting property values, which is a benefit to all owners. When a community is well maintained it is easier to sell a property because buyers appreciate the curb appeal of the neighborhood.

The CC&R's help all residents, whether owner or tenant, to live in harmony because everyone knows what is expected when living in a HOA Community.

The following is to be considered as an explanation and clarification of certain rules and restrictions contained within the CC&R's that are the most problematic and constitute the majority of violations of the CCR's. This is in no way to be construed as the complete set of rules & restrictions. The CC&R's contain all the rules and restrictions and a copy was provided to each owner upon the purchase of their property.

Due to several incidents in the recent past, the HOA Board is updating the Lot File for all 120 properties in the Corta Bella Development to assist in contacting homeowners in case of an emergency, e.g. broken water lines, water running from under garage door, found pets with unknown owner, etc. To assist in this much needed update, we are asking you to complete the attached Property Owner Information Form and return it to the address printed on the form.

- There is a section to explain the Rules & Regulations regarding Rental Properties, Landlords and Tenants.

With 120 properties files to update we are asking you to return the completed form within 15 calendar days from the post mark on the envelope.

Attachment(s)

- A) Property Owner Information Form for Lot File (Form "A")
- B) Tenant Information Form (Form "B")
- C) Arizona Crime Free Lease Addendum

These Rules & Restrictions are to be used in conjunction with and a continuation of the Corta Bella Homeowners Association's Covenants, Conditions & Restrictions (CC&R's)

INTRODUCTION:

These Rules and Restrictions represent explanations and clarifications of several of the most problematic issues within Corta Bella Homeowners' Association CC&R's. The purpose and intent is to provide:

- A) A more comprehensive explanation of several Rules & Regulations
- B) A better understanding of these Rules and Regulations
- C) A reduction of violations of the governing documents
- D) Provide for the safety, health, protection and welfare of all homeowners and residents
- E) To provide the uniform architectural aesthetics of the community and common good of the Association
- F) To protect and enhance property values

Not all decisions made by the Board of Directors are easy, but it is their job to make all decisions based on what is in the best interest of all owners for maintaining the integrity and assets of the community and the property values of all homeowners.

It is in the interest of protecting property values and minimizing violations and subsequent fines, that it was decided to clarify some of the more problematic Rules & Restrictions.

=====

ARCHITECTURAL CHANGES and/or MODIFICATIONS TO PROPERTY:

Any plans for any work to the exterior structure of the home contemplated by the owner must be submitted to the Architectural Committee for review prior to the commencement of any work. Architectural Submittal Forms may be obtained by contacting Kinney Management Company at: 480-820-3451

Although "Landscaping" has its own heading and will be covered later, it should also be noted that an Architectural Committee Submittal Form must also be submitted for any large landscaping project.

TRASH and RECYCLE CONTAINERS:

Your Trash and Recycle containers are to be placed curbside (not on the sidewalk) no earlier than the evening prior to collection. Trash and Recycle containers must be stored "out-of-sight", either behind your side-yard gate or in your garage as soon as possible after collection, but no later than the day of collection.

Large boxes, furniture, appliances and other large items must be hauled away by the residents and are not permitted to be stored along the curb or along the side of the house or in front yard. This rule will be strictly enforced and violations will not be tolerated.

Various Restrictions and Association Rules (as per CC&R's and Article 5, Section 5.3)

- It should go without saying, but parking on the granite stones/grass in front yards is strictly prohibited.
- "For Sale" or "For Rent" signs are prohibited along Power Rd
- Noise from stereo's, pets, vehicles, etc. including abusive and obscene language must not be imposed on other residents. If you are having a party, please be a courteous neighbor and keep the noise to minimum especially after 9:00-PM. Stucco covered houses and concrete walls do not absorb or

deaden noises which can become an annoyance to the surrounding residents. Parents of young children are usually putting their children to bed between 7:00PM and 9:00PM.

- The gates to the Lake/Park area are to be kept locked at all times. It is not permitted to block the gates open by any means. Access to the Lake/Park area is only permissible with a key. Residents are highly discouraged from opening the gates to anyone who cannot produce their own key unless personally known to be a resident of the Corta Bella community. Climbing over the gates or walls around the lake/park shall be considered trespassing and Mesa City Police may be summoned.
- The use of the Lake/Park area is restricted to current residents and their guests only. For liability purposes, this Rule will be strictly enforced. When in the Lake/Park area, you will be responsible to remove your own trash. Please pick up after your own pet – it is a Mesa City Law // Code Book: Chapter 4, Section 6-4-30 : Dog Fecal Matter”.
- No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot or any structure thereon which in any manner will allow light to be directed to or reflected on any other House, Lot or the Common Areas, or any part thereof.

LANDSCAPING & GROUNDS:

It is the responsibility of the Corta Bella Homeowner Association to maintain the Common Areas of the development. It is the responsibility of the property owner to maintain the landscaping on their lot. All trees are to be kept trimmed, and if bordering a public sidewalk or street, the trees must be kept trimmed to a height of eight (8) feet to allow for unencumbered movement for pedestrian and vehicular traffic. It is the homeowners' responsibility to ensure that all trees, plants and shrubs are watered to prevent browning and dying. All trees, plants and shrubs must be kept trimmed and not permitted to encroach upon the driveway or sidewalks or neighboring properties. It is the owners' responsibility to insure the front yard is kept free of weeds. Weeds are not only unsightly, but many go to seed and are blown into neighboring properties.

Regarding all properties that border a common wall, such as on the West side of Silverado; the East side of Sunaire and the East side of Ebony streets: It is the responsibility of the homeowners to maintain the area between the Common Wall and the Sidewalk. If there are plants or bushes in this area, they need to be kept trimmed and weeds must be removed. If the owners will notice, the granite stone in this area is a continuation of the same stone in your front yards.

Landscaping, trimming of trees, shrubs and plants as well as removal of weeds are considered “curb appeal” of properties in a neighborhood and are a very important factor in maintaining property values for every home in the Corta Bella Development and violations of this rule will not be tolerated.

ANIMALS:

Pets are not allowed to become a nuisance. Persistent barking and whining for extended periods of time will not be tolerated. Please be considerate of other residents. Everyone in our community deserves peace and quiet in their homes and not to be aggravated by persistent noise of a barking dog for extended periods of time. .

Please DO NOT feed the feral cats. In the recent past, this has caused a problem within our development. It is not permissible to allow your cat to roam freely within the Corta Bella development. Cats are to remain within your house or your own yard. Cats, like dogs must be on a leash if going beyond your property.

Pet fecal matter is not permitted to accumulate on any area of any lot, including the rear yard causing odor and/or health related issues by attracting bugs, insects, rodents and the like.

Pet owners are responsible to clean up after their pets when walking in the neighborhood. Mesa City Code Book: Chapter 4, Section 6-4-30: Dog Fecal Matter, states the following; "Any person owning, possessing, harboring or having the care, charge, control or custody of any dog shall immediately remove and thereafter dispose of any fecal matter deposited by the dog on a public or private property unless the property owner has given prior approval to use said property for this purpose. PENALTY: Starts at \$250.00 (as per Mesa City Dog Law Enforcement Officer)

SHADE STRUCTURES:

It needs to be clear, the following Rule/Restriction will be on a "Trial Basis" to see if the accompanying Rules are followed and exactly how and if this will be accepted by all the Owners.

"Article 3, Section 3.1.2 of the CC&R's refers to not constructing or installing anything in the rear yard that would be visible from any neighboring property". By enforcing this Rule, Owners have been prohibited from using items like Gazebo's for shade in the summer months. This has been brought to the attention of the Board of Directors and after deliberation; it has been decided to offer the following on a Trial Basis prior to becoming a permanent change or substitution to the restriction in the above mentioned Article 3.

Gazebo type structures (see picture below) may be placed in the rear yard to provide a shade area with the following restrictions:

- A) A picture of the proposed structure including measurements must accompany an Architectural Committee Approval Form and submitted to Kinney Management. Written approval must be received prior to installation.
- B) The structure MUST be fastened/staked to the ground to prevent being blown over in high winds and possibly causing damage to neighboring properties.
- C) When or if there is deterioration or damage to any part of the of the structure that is visible from neighboring properties, whether caused by sun-rot, wind damage, vandalism, or other means, the damage must be repaired within 30 days or the structure must be removed.
- D) Structure must be free standing, meaning it cannot be attached to the home by any means.
- E) This type of structure will be considered "semi-permanent shade structure" and may be kept up year-round, until it deteriorates or is damaged and must be removed.

Temporary shade structure as shown below as a "Canopy" may be used to provide shade for parties or events with the following restrictions:

- A) Canopy must be staked to prevent it from being blown over in high winds.
- B) Structure will be considered a "temporary one day shade structure" and must be removed by the end of the day it was set up.

Canopy:

Gazebo:



RENTAL PROPERTIES:

Considering the amount of rental properties located within Corta Bella, it is necessary that the tenants of these rental properties as well as the landlords/managing agents read, understand, and agree to the Rules and Regulations of the Corta Bella HOA community in which the tenants live.

*** Homes may not be rented for less than 30 days.

*** Prior to lease signing, each landlord is responsible for informing their tenants of the Rules & Regulations which govern the Corta Bella Homeowners Association by supplying each new tenant with a hard copy of the Rules & Regulations

*** The Rules and Regulations shall become part of the Lease Agreement

*** The "Arizona Crime Free Lease Addendum" shall become part of the Lease Agreement.

*** The Corta Bella Homeowners Association "Tenant Information Form" shall be completed by the Landlord and Tenant and sent to Kinney Management within 15 calendar days of Lease signing to prevent a penalty of \$15.00 (A.R.S. 33-1260.01) **Important:** This "Tenant Information Form" is to be completed each time there is a change of tenant.

*** In all cases, tenants like the Owners are obligated to observe and comply with the governing documents, which include the By-Laws, CC&R's and the Rules & Regulations. Owners will be responsible for the actions of all renters/tenants, their children and their guests while at Corta Bella.

*** Tenants shall communicate requests to the HOA through the landlord or Rental Agent.

*** Landlords within Corta Bella are responsible for ensuring their tenants abide by the Rules & Regulations as set forth by the Association. If your tenant should violate any policy or Rule, you, as the property owner, will need to remedy the situation using resources available to you in your lease agreement. If the violation should result in fines, it is the landlords responsibility to pay the HOA and then to be reimbursed by your tenant. If the landlord is unable to correct the issue, the HOA may pursue appropriate legal action against the landlord/owner.

*** Owner/landlords may designate "in writing" a third party (e.g., rental agent, property manager) to act as the owner's agent with respect to all Association matters relating to the rental property, including the official recipient of legal matters.

*** Homes may NOT be rented or leased to anyone who will be using the home as a business office or for illegal activities.

*** Landlords and/or Rental Agents are required to notify:

Kinney Management Company PO Box 25466 Tempe, Arizona 85285-5466 Phone: 480-820-3451

in writing when tenants move or change. A tenant information form must be completed and signed by the tenant, landlord or managing agent specifying that the tenants have received, read, understand and agree to abide by the Rules and Regulations and the Arizona Crime Free Lease Addendum. The Owner or rental agent is responsible for providing the tenants with a copy of these Rules and Regulations prior to completing and signing of the lease agreement. When the information form has been completed, it must be faxed to 480-820-7441 or mailed to the address listed above within 15 calendar days so that it becomes part of the lot file and to avoid a \$15.00 penalty. A copy of the information form is attached to this package for your convenience.

*** It is the Owners and/or the managing agents' responsibility to obtain the key (s) to the Lake/Park area when the tenants vacate the rental property. This helps to ensure that only current residents of

Corta Bella have key access to the lake/Park area. Replacement keys for the Lake/Park gate will be provided at a cost of \$10.00 per key. There is a limit of "one" key per property

*** It is the Owners or managing agents responsibility to make certain the exterior of the structure is not in need of any repair and that the landscaping is in compliance with the Rules and Regulations. If the exterior of the structure has been damaged, the Owner must make all repairs prior to re-renting or leasing the property. Any structural repair that requires painting, care shall be taken to match the existing paint in color and sheen. If the landscaping needs to be brought up to the standards set forth in the Rules and Regulations, this shall be completed prior to re-renting or leasing the property. (proper landscaping to standards set forth in the Rules and Regulations shall include, but not limited to the following: trimming of trees and any tree overhanging any sidewalk or street shall be trimmed to a height of 8 feet; shrubs and plants are to be properly trimmed/shaped; removal and replacement of dead/dying trees, shrubs, plants and the reseeding of dead/dying grass or application of granite stone to provide complete and adequate ground cover and total & complete weed removal)

OWNER OCCUPIED PROPERTIES

If you live in your property either full time or part-time and do not have renters/tenants in your property,

Please complete “Form A” (Property Owner Information Form for Lot File)

And see the explanation for requesting the information below.

.....

RENTAL PROPERTIES (Current or in the future)

If the property you own is a rental property or if you decide in the future to rent or lease your property,

Please complete “Form B” (Tenant Information Form) **and see the explanation for requesting that information below.**

Also note that when renting your property, and in accordance with SB 1482 HOA Omnibus Bill A.R.S. 1260.01 & 33-1806.01, you are required to submit a new Tenant Information Form (Form B) every time there is a change of Tenant.

(It is not necessary to complete this form when a lease is renewed with no change in tenants)

Also regarding rental properties, and in accordance with SB 1482 HOA Omnibus Bill A.R.S. 1260.01 & 33-1806.01, you as the landlord will be required to sign, and have your tenant sign, a copy of the Arizona Crime Free Addendum Form

All Forms Must Be Completed and Returned To Kinney Management within 15 days from the Postmark on the envelope

(and avoid a \$15.00 penalty for filing Tenant Information Forms beyond the 15 day limit)

Explanation for requesting the “Property Owner Information Form”

As with most rules imposed by any governing body, they come about as the result of past experiences and actions as well as the desire to prevent situations in the future. Most of the information that is being requested by the Corta Bella Homeowners Association is more for the protection of the property owner than for the Association.

When purchasing a property in the Corta Bella development, the Association is provided with basic information including the property address and the names of all owners and the mailing address if different than the property address which is kept in the “Lot File” for each property.

Several things have occurred in our development that has had effects on neighboring properties and common areas. There have been water leaks on properties that have caused water to run onto neighboring properties and even into the grassy area around the lake causing difficulty for the landscapers when cutting the grass due to their machines sinking into the water soaked soil.

Some of these problems have occurred when the property owner or tenant was at work and still others have occurred and the owner lives in another part of the state and not having emergency contact information available, the association could not notify the owners of the problem.

With this in mind, and other emergencies such as fire, theft, break and enter, water flowing from under the garage door from a ruptured water heater and so on, it was decided to ask all properties to supply the information contained on the attached “Property Owner Information Form” so you may be contacted if such an occurrence happened on your property to assist in keeping damage to your property, neighboring properties and common areas to a minimum.

The first section of the form deals with who is residing in the property. If your property is a rental property, is there a management company in charge of the property?

The second section of the form is for the contact information of all owners so that you may be contacted in emergency or other situations.

The third section of the form is for vehicle information and is optional.

The fourth section of the form is for pet information and is optional, but is requested due to past issues of pets, usually dogs, being found roaming in the neighborhood and no one knowing where it lives or how to contact the owner. Highlighting just one instance, on one of the hottest days in the summer of 2015, a dog was found wondering around in the development. It had a collar but it appeared to be frightened and would not allow anyone to come near. It kept going from one property to another and lying under shrubs or anywhere it could find shade. Obviously it did not have any water. With no way of contacting the owner, the City of Mesa Dog Law Office was contacted and an employee was dispatched. It is hoped that the dog and owner were reunited.

The last section of the form asks about your possible interest in becoming a Board member and if you have an interest in forming a Community Block Watch Program in our development.

With 122 properties in Corta Bella Homeowners Association, and time it will take to add this information to each Lot File, we are requesting that the completed form be sent to Kinney Management within 15 days from the post mark so this task may be completed in a timely manner. Kinney Management’s address is printed on the form above the first section.

FORM "A"

Lot #: _____

CORTA BELLA HOMEOWNERS ASSOCIATION

Property Owner Information Form for Lot File

Please supply the following information to ensure the Lot File for your property has the current information and to assist management in contacting the owners in case of an emergency.

Please Complete & Return within 15 calendar days from Post Mark To:

Kinney Management Company PO Box 25466 Tempe, Arizona 85285-5466 Phone: 480-820-3451

____ Owner Lives in Property _____ I have a Tenant living in this property

____ I have NO Tenant in this property _____ I also have a management company

HOMEOWNER(S) INFORMATION

Property Address: _____

Owner(s): _____ (Please list all owners)

Billing Name: _____ (Only if applicable)

Billing Address: _____ (If different than above)

Mobile Phone – First Owner: _____ Work Phone – First Owner: _____

Mobile Phone – Second Owner: _____ Work Phone – Second Owner: _____

VEHICLE INFORMATION Optional (to assist in contacting owner should the need arise)

Vehicle #1: (attach separate sheet of paper if more space is required)

Year: _____ Make: _____ Model: _____ Color: _____ License #: _____ State: _____

Vehicle #2:

Year: _____ Make: _____ Model: _____ Color: _____ License #: _____ State: _____

PET INFORMATION Optional (assists in locating owner if pet leaves your property without your knowledge)

Breed: _____ Color: _____ Weight: _____ Height: _____ Name: _____

Breed: _____ Color: _____ Weight: _____ Height: _____ Name: _____

INTERESTS IN CORTA BELLA

A) I am interested in serving on the Board of Directors or getting more information _____ YES _____ NO

B) I am interested in forming a Community Block Watch Program _____ YES _____ NO

**Explanation for requesting the “Tenant Information Form”
and the “Arizona Crime Free Lease Addendum”
For Landlord/Tenant Properties**

All information requested in the two page Tenant Information Form as well as the single page Arizona Crime Free Lease Addendum is in accordance with **SB 1482 HOA Omnibus Bill A.R.S. 1260.01 & 33-1806.01 and A.R.S. 33-1377 as provided in A.R.S. 33-1368.**

There are several reasons the Association is requesting this information.

First, to have contact information available in case of an emergency such as a major water leak that could cause damage to your property, neighboring properties or to the common areas. With the contact information of both the tenant and the property owner it is possible for the Association to contact someone to handle the situation and prevent further damage or to handle a situation.

Second, everyone living in the Corta Bella Development, whether homeowner or tenant, is expected to live by the same set of rules. However, there are tenants living here that are not aware they are living in a HOA community and therefore do not even know there are Association Rules for everyone to abide by.

Third, is to update the Lot File for every property within the Corta Bella development

At this time, and until further notice, the \$25.00 processing fee allowed by the above mentioned HOA Omnibus Bill will be waived, however, the \$15.00 penalty fee for returning an incomplete –or- late Tenant Information Form will be strictly enforced as allowed by the same HOA Omnibus Bill.

This two page form is to be completed and returned to Kinney Management.

Regarding the Arizona Crime Free Lease Addendum, this allows the landlord to terminate a lease and evict the tenant if the tenant commits any of crimes listed on the addendum under A.R.S. 33-1377 as provided in A.R.S. 33-1368, and unless provided by law, “proof of violation shall not require a criminal conviction, but shall be a preponderance of evidence”. This addendum protects the landlord and other residents in the neighborhood as well as the Association.

This single page form is to be signed and returned to Kinney Management.

The Board of Directors of the Corta Bella Homeowners Association has made it mandatory that a copy of the CC&R’s and the Association Rules and the Arizona Crime Free Lease Addendum must be added to all current and all future Lease/Rental Agreements as an addendum and sign documents returned to Kinney Management.

A copy of the CC&R’s were provided to all property owners just prior to closing when you purchased the property.

This packet, (less the Forms) is known as the Association Rules and Regulations. It is recommended that landlords and/or property managers make copies of above mentioned documents which you are required to provide to your tenants as well as copies to signed and returned to Kinney Management.

CORTA BELLA HOMEOWNERS ASSOCIATION

(FORM "B")

Tenant Information Form

(1 of 2)

*** PLEASE PRINT ALL INFORMATION CLEARLY TO AVOID DELAYS ***

Property Address: _____ Lot #: _____

OWNER INFORMATION:

Last Name: _____ First Name: _____ MI: _____ Cell Phone: _____

Work Phone: _____ Email Address: _____

CO-OWNER INFORMATION:

Last Name: _____ First Name: _____ MI: _____ Cell Phone: _____

Work Phone: _____ Email Address: _____

*** All future Newsletters will be delivered by email to the Owners email address listed above. If you wish to continue receiving a hard copy by regular mail instead, please initial here: _____

=====

RENTAL PROPERTY MANAGEMENT COMPANY INFORMATION:

Management Company Name: _____ Phone #: _____

Manager/Contact Name: _____ Email _____

Mgt. Company Address: _____ City _____ State _____ ZIP _____

=====

TENANT INFORMATION: *** Please give information for all Adult Tenants *** Use separate sheet if necessary ***

#1) Last Name: _____ First Name: _____ MI: _____ Cell Ph: _____

Work Phone# _____ Email: _____

#2) Last Name: _____ First Name: _____ MI: _____ Cell Ph: _____

Work Phone# _____ Email: _____

#3) Last Name: _____ First Name: _____ MI: _____ Cell Ph: _____

Work Phone# _____ Email: _____

Vehicle #1: Vehicle information is optional but is preferred

Year: _____ Make: _____ Model: _____ Color: _____ License #: _____ State: _____

Vehicle #2:

Year: _____ Make: _____ Model: _____ Color: _____ License #: _____ State: _____

Vehicle #3:

Year: _____ Make: _____ Model: _____ Color: _____ License #: _____ State: _____

CORTA BELLA HOMEOWNERS ASSOCIATION

(FORM "B")

Tenant Information Form

(2 of 2)

*** PLEASE PRINT ALL INFORMATION CLEARLY TO AVOID DELAYS ***

LANDLORD

I, _____ state that I have provided a complete hard copy of the Corta Bella Homeowners Associations Rules & Regulations to _____ Tenant (s) for the

property located at _____ Lot # _____

and I have added it as an Addendum to the Lease Agreement.Initial here: _____ Date: _____

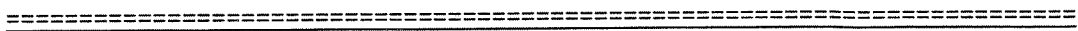
Lease Agreement Start Date: _____ Lease Agreement End Date: _____

I, _____ state that I have provided a hard copy of the Arizona Crime Free Addendum to _____ tenant (s) for above mention property and that this will be added as an Addendum to the Lease Agreement.Initial here: _____ Date: _____

As the Owner(s) of this property I/We understand the I/We are responsible for all the actions of our renters and their guests and my Rental Manager, and that it is my/our responsibility to inform them of all Rules and Regulations, and that all aspects of the Lease/Rental Agreement or any subsequent renewal with them conforms in all ways to the Corta Bella Homeowners Associations' governing documents.

Signed: _____ Date: _____

Signed: _____ Date: _____



TENANT (s)

I / We, _____ state that I/We have received a complete hard copy of the Corta Bella Homeowners Association Rules & Regulations AND that I/We have read, understand and agree to abide by the Rules & Regulations and that said Rules & Regulations shall be an Addendum to my/our Lease Agreement.

I / We, _____ state that I/We have received a hard copy of the Arizona Crime Free Lease Addendum and that it will be considered as an Addendum to my / our Lease Agreement.

Signature: _____ Date: _____

Signature: _____ Date: _____

Crime Free Lease Addendum

Keep Illegal Activity Off Rental Property

Arizona Version

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

Resident, any members of the resident's household or a guest or other persons affiliated with the resident:

- Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802])
- Shall not engage in any act intended to facilitate criminal activity
- Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest
- Shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of an illegal or controlled substance as defined in A.R.S. 13-3451, at any locations, whether on or near the dwelling unit premises
- Shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and A.R.S. 13-2308, threatening or intimidating as prohibited in A.R.S.13-1202, assault as prohibited in A.R.S. 13-1203, including but not limited to the unlawful discharge of a weapon, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease under A.R.S. 33-1377, as provided in A.R.S. 33-1368. Unless otherwise provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern

This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature

Date: _____

Property Manager/Owner's Signature

Date: _____

Property ADDRESS