

RULES AND REGULATIONS FOR THE COUNTRY CLUB HEIGHTS HOMEOWNER'S ASSOCIATION

PREPARED BY THE BOARD OF DIRECTORS

October 2008

INTRODUCTION

The social success of a planned community depends in large part on the rules, regulations and restrictions that govern how residents are expected to conduct themselves. The overriding objectives for these regulations are: residential security, a positive and attractive living environment, and the maintenance of property value for owners who are investing tens of thousands of dollars in their living unit. Typically, the Covenants, Conditions, and Restrictions (CC&Rs), subject all unit owners to general covenants, while the Bylaws and Rules and Regulations provide specific guides for day to day living. Without these restrictions and a means to enforce them, the community living experience could become chaotic indeed. Your Board of Directors has adopted the following rules and regulations in an effort to facilitate the enjoyment and tranquility of all persons living in the community. It should be noted that it takes all owners and tenants cooperating and working together to truly facilitate a reasonably secure and positive environment. In addition, the monthly maintenance assessments by the Homeowners Association on common property will depend, in large measure, on the care and consideration exercised by each and every owner and their guests. If the maintenance costs are high and the current budget is not sufficient to meet these costs, association dues will have to be raised accordingly. *Members should also recall that the monthly assessment includes insurance coverage for the common areas of the entire CCH property as well as the operations, maintenance, and capital improvements of the property.*

If you are looking at these rules with the thought of buying property in our community, please be advised that we have adopted the standards of the Mesa Police Crime Free Multi-Housing Program, and as such, have strict requirements for owners choosing to rent or lease their units. Also, contact the property manager for additional information or for answers to questions if you are planning to rent out or sub-let your unit. A packet of information will be provided.

These Rules and Regulations do not supersede or change the CC&Rs or Bylaws. However, they are equally enforceable under the law. Whenever the word "owner"

or “homeowner” appears in this document, it will include tenants and/or occupants. All Rules and Regulations herein will apply to all owners, and/or occupants.

Owners are responsible for their tenants’ and occupants’ actions or misconduct and adherence to the Rules and Regulations of the Association. Each owner shall be responsible for providing their tenants with a current copy of the Association Rules and Regulation.

Property Manager:

**Snow Property Services
4135 S. Power Rd. #122
Mesa, AZ 85212**

Phone: 480-635-1133

Fax: 480-507-2822

www.SnowPropertyServices.com

MAKE INQUIRIES OR REPORT VIOLATIONS TO THE PROPERTY MANAGEMENT COMPANY- Do not take complaints directly to board members.

The Rules and Regulations herein may be changed or added to at any time by the Board of Directors.

MEETINGS OF THE BOARD OF DIRECTORS AND PROPERTY MANAGER

- 1. A Majority of the Board of Directors must be owner-occupants of CCH properties.**
- 2. The Board will select a property manager to manage the day to day operations of the Association.** The property manager will be bonded and subject to annual audits.
- 3. The Board of Directors and the Property Manager will hold a meeting once a month.** The day and time is posted on the bulletin board near the mailboxes. Meeting times and other information and guidelines are available on the website. The website address is www.countryclubheightsmesa.com. We hope this will facilitate communications.

Rules and Regulations

ENFORCEMENT OF RULES AND REGULATIONS

In order to enforce the CC&Rs, Bylaws, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs as established by the Board of Directors. The fines will be assessed against the Homeowner for violations by the owner, members of his or her family, invitees, tenants, or lessees of such owners. (Whenever the word "owner" is used in this document, the word "tenant" shall also apply.)

I. STANDARD FINES

1. THE STANDARD FINES TO BE LEVIED IN THE CASE OF VIOLATIONS ARE AS FOLLOWS:

- A. First Offense: \$100.00 Fine
- B. Second Offense: \$250.00 Fine
- C. Recurring Offenses: \$500.00 every ten (10) days until problem is remedied.
- D. Vehicles Parking in Fire Lanes are subject to immediate tow. Towing company costs will be charged to the owner.
- E. *Fines involving violations of the Association Crime Free Lease addendum, including the owner's failure to notify the Association of a change in the unit's residents by filing the required paperwork with the management agent:*

- a. *First Offense: \$500.00 per incident*
- b. *Second and Subsequent Offenses: \$1000.00 per incident*

ADDITIONAL NOTES ON FINES:

1. Any fine is due and payable immediately.
2. With exception of attorney's fees or charges imposed for the late payment of assessments, all other monetary charges, penalties, or fines imposed against a Member for violation of the community's documents shall include a notice and an opportunity to be heard before the charge, penalty, or fine is deemed binding and collectable. The notice requirement is satisfied by mailing a copy of the amount due and payable to the applicable Member at the Member's last address appearing on the books and records of the Association, or supplied by such Member to the Association for such notices, to the extent provided in the Declaration. The hearing requirement is satisfied by allowing an opportunity for the Member to be heard at the next scheduled meeting of the Board of Directors or as otherwise set forth in the notice of violation. The Member so notified has the obligation to find out when and where the next scheduled board of Directors meeting will be held or to satisfy the requirements set forth in the notice. Failure to satisfy the requirements of the notice or to attend said meeting will constitute a waiver of the right to a hearing by the Member. In the event of a hearing, any determination by the Board of Directors or designated committee shall be deemed conclusive.
3. The list of fines above is not intended to be all-inclusive. Additions may be made as determined to be necessary. Fines may vary and may increase depending upon the circumstances. Fines may be at the discretion of the Board of Directors. The amounts shall be predicated upon the severity of the violation and may include legal action. A clerical fee may also be assessed in addition to the fine for processing the violation notice.
4. It is each owner's sole responsibility to inform their tenants of the Rules and Regulations. The owner is responsible for any and all damage caused by their tenants.

RULES AND REGULATION

GENERAL COMMUNITY

I. AREA DEFINITIONS

1. COMMON AREAS

Common areas are those outside your front door, gate, and patio fence/wall. They include the recreation areas, walkways, lawns, landscaping, exterior surfaces of buildings, patio walls and fences, parking areas, pool area, rooftops, roadways, etc.

2. OWNER AREAS

Owner areas are all interior surfaces of perimeter walls, ceilings, floors, windows, added features such as patio covers and doors of each unit. While interior areas are owner areas, anything that is exhibited beyond the interior affects the community and is subject to regulation.

II. COMMON AREA REGULATIONS

LOITERING AND TRESPASSING ARE STRICTLY PROHIBITED AT ALL TIMES

1. Any common sidewalks, driveways, landscaped areas or passageways shall not be obstructed or used by any owner for any purpose other than entrance to and exit from the units.
2. Any damage to buildings, recreational area or equipment, or any other common area property caused by an owner, his family or guests, or employed contractors of tenants or other occupants or guests of same shall be at the expense of the applicable owner.
3. Parents and guardians shall be held responsible for the actions of their children and their guests.
4. Trespassing is prohibited by Association rules and Arizona State statute (it is posted at all entrances to the property). Owners and tenants are encouraged to report to the police any suspicious activity and the presence of any questionable persons in the common areas of Country Club Heights.

III. PROTECTIONS OF THE COMMON AREAS

1. Organized games and other activities played in the common areas should be appropriate for the space provided. Damage caused by any activity or equipment shall be the responsibility of the owner. The climbing of trees is prohibited.
2. Homeowners are responsible for any common area damage caused by them, or a member of their household, their tenants, their guests and/or pets.
3. Children under eight (8) must not be left unattended in any common area.
4. All hanging items must be kept out of view and below the fence or wall level of patios.
5. The Board of Director's architectural committee must approve all shade structures. Any approved improvements to the property must be kept maintained and in good repair and are the responsibility of the owner.
6. Climbing up to and walking on roofs is prohibited except for emergencies and repair (such as heating/cooling units) or approved

maintenance or with the board's permission. If in question, call the property manager.

7. Unit patio areas must be maintained to preserve and protect the attractive appearance of the complex.
8. Fasteners of any type (wire, nails, screws, etc.) must not be used to secure or support any item (plant hangers, security alarm boxes, etc.) to any exterior common area surface of buildings or patios without prior approval. As an exception, limited seasonal decorations are permissible.
9. It is prohibited to discard any item onto the common area. This regulation shall include all discards out of the front door, the patio gate, over patio fences, or discarded out any window. All trash shall be properly discarded into trash bins.
10. No owner is permitted to paint, repair, maintain, alter, or modify any exterior wall, railing, exterior door surface, roof, or any installation of the common area except where improvements to an owner's particular unit have been permitted or where a repair has been required by the architectural committee. If you have questions, contact the property manager and/or coordinate with the architectural committee.
11. Business usage of any unit is strictly limited to phone and/or Internet activity only and must be in compliance with City of Mesa Zoning and other applicable laws.
12. Private/Individual patio/yard sales are prohibited unless it is an association activity or written permission is received from the Board of Directors before the activity.
13. Driving or parking of a vehicle of any kind on the lawns or in landscaping is strictly prohibited.
14. Social activities in the common area involving more than four (4) non-residence guests requires advanced notification to the property manager. Depending on the nature of the proposed event, the property manager may want to contact the Board of Directors by phone and/or email to get further approval. Homeowners shall be responsible for the activities and behavior of their guests, their tenants and tenants' guests- including such areas of community concern, such as making sure public laws and association regulations are observed, noise is not excessive and parking does not interfere with the access of unit owners to their assigned parking spaces.
15. **Curfew:** No one under sixteen (16) years of age shall be allowed in any common area from 10:00 P.M. to 5:00 A.M., unless accompanied by an Owner or lessee. Any person between sixteen (16) and eighteen (18) years of age may not be in common area from Midnight to 5:00 A.M. unless accompanied by an owner or lessee. No owner, tenant, occupant guest or invitee is permitted in any common area after Midnight except for entering or exiting his or her personal unit.

Anyone found in the common area in violation of this is subject to arrest.

IV. WATER USAGE

- 1. Vehicle washing is prohibited in the complex.**
2. Your Board of Directors may add other parameters that define water usage in the Association's continuing effort to conserve water.
3. Each unit pays for its own water and the services related to that area are provided by **Water Submetering Systems** in Phoenix. For questions regarding billing, etc., call 602-200-9205. To report water leaks and sewer or water system problems within the complex but not in your unit call the property manager. Owners are responsible for plumbing within their unit.
4. Common area landscaping will be hereinafter designed to encourage water conservation plants and shrubbery.

V. NOISE

1. Noise should be kept to a minimum. That is an attractive feature of this property. Occupants (owners, tenants, and guests) need to avoid making loud noises which might disturb their neighbors- including but not limited to loud music, automobiles, barking dogs, guest entertainment, etc. To report noise violations, contact the City of Mesa Police Department, non-emergency number (480) 644-2211. Each month the Mesa Police will provide to the HOA management a report of all warnings and citations made in the complex and those units warned and/or cited will also be subject to Association fines.

VI. POOL

**WARNING: NO LIFE GUARD ON DUTY
ANYONE USING THE POOL DOES SO AT THEIR OWN RISK**

1. The pool is for the enjoyment of all owners, residents, and their guests.
- 2. Anyone using the pool area must obey the posted "Pool Rules", or they may, at the discretion of the Board of Directors, have their pool privileges suspended or revoked.**
3. Children under the age of 12 must be accompanied by an adult within the fenced area of the pool.
4. No glass containers are permitted in the fenced area of the pool.
5. Proper swimming attire is required in the pool.
6. No animals are permitted in the fenced area of the pool. This is an Arizona Department of Health regulation.
7. The pool gate must be kept closed and locked. City of Mesa ordinances do not allow gates to be left open at any time except for immediate

entrance or departure. These regulations are necessary to protect all owners.

8. Property owners may have lost pool keys replaced by contacting the property management company. There will be a fee of \$35.00 and a delivery charge to unit of \$15.00 if it has to be delivered in person.

VII. REFUSE REMOVAL AND TRASH

1. Trash is picked up every Monday and Friday. This is a service provided by the City of Mesa. Any complaints regarding this service should be directed to the City of Mesa.
2. Homeowners and tenants are encouraged to help keep the complex looking nice. Picking up loose papers and debris in the vicinity of your unit and parking area will help this process.
3. If you will be away for an extended period, cancel all newspapers and deliveries or request a friend or neighbor to pick them up for you to discourage vandalism or attract undesirables. Newspapers and other such items accumulating send a clear signal to vandals that your unit, for the moment, is unattended.
4. All trash must be bagged and tied before being deposited in the trash receptacles.
5. **No large items such as furniture, appliances, plumbing fixtures, etc. are to be replaced in or near dumpsters.** The trucks are not designed to handle these items. The City of Mesa will pick up large items. The owner/occupant is responsible for any fees associated with that service. Contact the City of Mesa for this service at (Phone: 480-644-2688). Donations of some furniture and other items can be made at Goodwill and other public service providers. In some instances they will pick up items (the phone numbers of these services are regularly posted on the bulletin board near the mail boxes).
6. No trash or any other debris is permitted to be left outside the doors or patio gates of any unit or in any common area or adjacent to the trash bins. Please dispose of these items properly.
7. **No one shall dispose of any toxic material within the complex- either in the sewer, on the grounds, or in the trash. Contact appropriate authorities to make such disposals.**

VIII. RENTALS

1. **Homeowners are responsible for keeping their information current with the Management Company, including filing a current and up to date copy of the "Crime Free Lease Addendum" as provided by the property management company. The Homeowner must also provide their tenant(s) with a current copy of the Association Rules & Regulations and a pool key. Pool keys may be obtained from the Management Company at the owner's expense.**

2. Owners must notify the management company immediately when their unit is vacant. If the community has off-duty police officers or courtesy patrol personnel on the property at the time, the unit will be checked periodically.
3. Tenants, like Owners, are obligated to observe all policies, rules, and regulations governing Country Club Heights HOA.

IX. OPEN HOUSE SIGNS

1. One (1) "For Sale" or "For Rent" sign may be placed in a front window or on a patio gate of a unit being sold or rented. Signs placed elsewhere must be approved by the Board of Directors in writing before installing the sign or they will be removed. The Homeowners Association shall not be responsible for the care or maintenance of any sign installed by a homeowner. No other signs are permitted in the complex.

X. PETS

1. **DOGS MUST BE KEPT ON A LEASH OR CONFINED WITHIN THE OWNER OR OCCUPANT'S UNIT.** Owners and tenant should be reminded that if their pet(s) harm or endanger any fellow tenant or visitor they may well be subject to serious criminal and liability problems.
2. If any pets become a general nuisance, appropriate action will be taken. All animals shall be the exclusive responsibility of the unit owner. The pet owner is responsible for the clean up and disposal of their animal's waste products immediately. **Control should be exercised over the noise made by pets.**
3. No animals of any kind shall be raised, bred, or kept in any unit, or in the common areas of the Association property, except that dogs, cats, or other household pets may be kept in units provided they are not kept for breeding or for any commercial purpose. The number of dogs or cats shall not exceed two (2). Please do not feed or encourage stray animals- they become a nuisance for everyone else.

XI. WINDOW COVERING AND FRONT ENTRANCE DOORS

1. All windows, sliding doors (when visible to the common areas) etc., shall be properly covered with appropriate window dressing.
 - a. Sheets, blankets, boards, or other such items are specifically prohibited. Window dressing shall be of a reasonable quality and shall compliment the property. Curtains, drapes, blinds, etc. are recommended.
 - b. Aluminum foil, bedspreads, sheets, cardboard, etc. may not be used if visible from the outside.
2. Torn, damaged, and/or unsightly screens and blinds (if they are visible to the common area) must be repaired or replaced.

3. For security reasons, it is highly recommended that all entrance doors have a peephole installed. Dead bolts with no less than 2 ½ inch screws for strike plates are strongly advised for any doors leading to the outside (most modern door frames and doors have these standard). Also, owners are encouraged to install motion lights next to their entryways or develop the practice of leaving their entryway light on during the nighttime hours. Security is a responsibility of all residents of this property.

XII. PARKING RULES

1. **The Association's rules permit each unit (owner or tenant) to park one (1) vehicle in the owner assigned numbered spots (under the parking carports or parking awnings) with the exception of the single story patio homes (Units 33 through 52) which each have 2 covered parking spaces directly outside of their unit. ALL VEHICLES ON THE ASSOCIATION PROPERTY MUST HAVE CURRENT STATE LICENSE PLATES AND BE IN RUNNING ORDER. Additional parking is available on a first come first serve basis. Typically it is expected that a unit will have no more than two vehicles except when guests are present.**
2. Assigned parking is for vehicles, not storage.
3. Parking is not allowed in the common area driveways, red zones, or in front of stairways. **Fire lane violations are subject to immediate towing per instructions of the Fire Marshall of the City of Mesa.**
4. **The speed limit for traffic is 10 MPH.**
5. No trailer, camper, recreational vehicle larger than 1 ton, boat, or inoperative automobile shall be parked in the complex. Contractors and service personnel engaged during daylight hours are a recognized exception.
6. Vehicles leaking gasoline, oil, or other fluids may, at the discretion of the Association, be prohibited from parking in the complex. Any clean up or damage expense caused by such leakage will be charged to the vehicle owner. Vehicles in violation are subject to a fine or removal at the owner's expense.
7. Mechanical work on cars in the complex common areas is not permitted at any time except for emergencies.
8. **The vehicle(s) owner shall be totally responsible for any vehicle parked upon the Association property including personal and/or private property in the vehicle.**
9. The use of unlicensed gasoline powered vehicles including dirt bikes, ATVs, and motorized scooters is prohibited on the roadway or common area within the Association's property.
10. Unlicensed motorists are prohibited from driving vehicles anywhere on the premises.

11. All parking must be with the front of the vehicle toward the sidewalk or complex (except for the convenience of unloading materials etc.). Vehicles that are backed in are subject to immediate tow away.
12. Vehicles are subject to noise regulations.

XIII. ARCHITECTURAL RULES

1. Any exterior modifications or additions must be approved in writing by the Board of Directors Architectural Committee. A sketch of requested changes and a timetable for completion of the project must be submitted to the Board for review. Homeowners are responsible for building code compliance. Proposals can be submitted to the Property Manager or directly to the Board at a regular meeting.
2. Homeowners do not need Board approval to replace a roof mounted air conditioning unit or to have *other services such as cleaning the roof spaces*. However, homeowners are responsible for any damage done during the removal or installation of the air conditioning unit, including damage done to the pad underneath the A/C unit, and to the roof surface. Make sure your contractor(s) know what is expected of them when making repairs or replacements. If there is a question, call the Property Manager. Licensed and bonded service personnel are strongly encouraged for your protection and the Association's.

XIV. NOTICES

1. Notices and advertisements (if excessive space is not required by the latter) may be posted on the board provided near the mailboxes. Posting of notices, advertisements, and signs anywhere else in the complex is prohibited. To place a notice or advertisement, contact the Property Manager.

XV. CRIMINAL OR SUSPICIOUS ACTIVITY

1. Homeowners are encouraged to be active participants in the neighborhood watch. If you observe any suspicious or illegal activity, **call the Mesa Police immediately at 480-644-2211 (Do Not Call 911)**. Keep the police number by your telephone or in auto dial. You do not need to give your name. Give your report in calm, slow, and precise language. If you observe or hear activity in the pool after hours, notify the police. **DO NOT CONFRONT THE PERSONS INVOLVED.**
2. **You also need to notify the Property Manager as soon as possible of the activity you reported and any activity in the unit that concerns you. A unit-by-unit record will be compiled of activity occurring in the complex from member reports and complaints and monthly reports from the Mesa Police Department.**

3. A \$200 reward is offered for information leading to the successful arrest, prosecution, and conviction of anyone vandalizing any Association property.
4. Property Damage is defined as, but not limited to, willful damage to common grounds and property, damage to landscaping material, plants, trees, or shrubbery, water and/or drop irrigation systems. Bicycle, skateboard, or other vehicle damage is also a part of the list. Likewise, markings made or painted on any common area property surfaces such as sidewalks and brick, block, or stucco walls.

The landscaped planter areas enclosed by short, stucco walls are for the enjoyment of all homeowners, and are not to be used as play or recreation areas.

XVI. CRIME-FREE PROGRAM & LANDLORD REQUIREMENTS

THIS ITEM APPLIES ONLY TO THOSE OWNERS WHO CHOOSE TO RENT OR LEASE THEIR UNITS!!

VACANCIES: Owners are required to notify the management company immediately when their rental/lease unit has become vacant!

CRIME FREE PROGRAM: Owners and Tenants agree to participate in the Crime Free Program as outlines in the following rules and regulations as approved by the Country Club Heights Homeowner's Association Board of Directors.

The Country Club Heights HOA has adopted the standards set forth in the City of Mesa Crime Free Multi-Housing Program. Toward that end, the Country Club Heights HOA has implemented and agreed to actively enforce the following:

1. An Owner (or Owner's agent) must notify prospective Tenants that the Country Club Heights HOA has rules and regulations regarding residents other than owners on properties managed by the association.
2. Owners must present prospective Tenants the Crime Free Lease Addendum and the rules and regulations and explain to the Tenant that the Tenant must sign the agreement and the Rules and Regulations before finalizing any lease with the owner and receiving possession and keys to the Owner's unit for rent.
3. The Owner must have the Crime Free Lease Addendum signed by any NEW tenants and must make it a part of the lease. **The owner is also required to submit a signed Crime Free Addendum to the Homeowner's Association property management firm within 10 days of leasing their premises.** A copy of the lease agreement addendum is attached to this document.

4. Owners cannot rent or lease their unit(s) to a person or persons who have been convicted of any criminal offense in the last five (5) years, or who have ever pled guilty or no-contest to, or been convicted of a felony that involved drugs, weapons, gangs, theft, violence, or endangering the health, safety, or welfare of others. If you have any questions regarding the specifics, please call the management company.

OWNERS ARE RESPONSIBLE FOR PROVIDING THEIR TENANTS/RENTERS WITH INFORMATION REGARDING THIS PROGRAM AND LETTING THEM KNOW THAT CRIME WILL NOT BE TOLERATED AT COUNTRY CLUB HEIGHTS HOA.. THE DOCUMENTATION IS TO BE UPDATED EVERY YEAR.

SPECIFIC RENTAL REQUIREMENTS FOR OWNERS WHEN SIGNING A LEASE/RENTAL AGREEMENT WITH PROSPECTIVE TENANTS:

- a. The rental application must be completed in the presence of the owner or owner's agent, by the tenant.
- b. All renters must sign the Crime Free Lease Addendum.

XVII. LIMITS OF LIABILITY

The Homeowners Association and Property Management Company are in no way responsible for the security of Owners, Owner's occupants, Owner's invitees, Owner's Guests, Owner's tenants, Tenant's occupants, Tenant's invitees, or Tenant's guests. There is no security furnished by the Association or Management for any of the parties listed above or anyone else while on Association property. Owners and tenants understand that they are solely responsible for any injury that may be sustained by the criminal act of other owners, tenants, any third person, or anyone else while at Association property. Owners and tenants are instructed to obtain insurance coverage for any perceived danger to property or person. Owner and tenant warrant that they shall not rely on the Association or Management for any type of safety for person or property.

Country Club Heights Homeowners Association

MESA CRIME FREE MULTI-HOUSING PROGRAM

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease for the dwelling unit identified in the lease, Owner (or Owner' agent or representative) and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage or in any way be involved in any criminal activity on, near, or even off of the property. Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act {21 U.S.C. 802}).
2. Tenant, any member of the Tenant's household, a guest, or invitee at the unit, in the unit, or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage in any act intended to facilitate or that does facilitate criminal activity, including drug-related criminal activity, on, near, or off of the said property.
3. Tenant and every member of the household shall not permit the dwelling unit to be used for criminal activity, or to facilitate criminal activity in the unit or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest or invitee, and regardless of whether the Tenant is at home during any such offense.
4. Tenant, any member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance as defined in A.R.S. 13-3451, at any location whether in, at, on, near, or off the property.
5. Tenant, any member of the Tenant's household, a guest, or invitee in the unit or on the common grounds, or any other person in the unit or on the common grounds invited there in any way by Tenant or a member of Tenant's household, 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 13-2308, threatening or intimidating as

6. 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 firearms on or near the dwelling unit or common grounds, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other tenant involving imminent or actual serious property damage, as defined in A.R.S. 33-1368.
7. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provision of this 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. 33-1388, as provided in A.R.S. 33-1368. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Tenant consents to venue in any justice court precinct within the county wherein the unit is located in the event Owner initiates legal action against the Tenant. Tenant hereby waives any objection to any venue chosen by owner. Furthermore, Tenant agrees that in any legal proceeding brought by owner against Tenant, that Owner may, at Owner's sole discretion, allege that the rental value of Tenant's premises is less than the actual periodic rental payment Tenant is charged as set forth in the Agreement to that the action may be heard in the justice court system.

Tenant agrees that service of process of any legal proceeding, including but not limited to, a special detainer or forcible detainer action, or service of any notice to Tenant, shall be effective and sufficient for purposes of providing legal service and conferring personal jurisdiction upon any Arizona court as to any tenant, co-signer, occupant, or guarantor, if served upon any residing therein, notwithstanding the fact that a Tenant, co-signer, occupant, or guarantor may reside at a different location other than the property address described in the lease agreement. This agreement regarding service is in addition to, and not in lieu of, any manner of service authorized under Arizona law or rule. By signing this lease the undersigned hereby waives any objection to service carried out under the terms of this agreement. This provision shall be effective for any extension, renewal, or modification of the initial lease.

8. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
9. This LEASE CRIME-FREE ADDENDUM is incorporated into the lease executed or renewed this day between owner and Tenant.

Tenant's Signature

Tenant's Signature

Owner/Manager's Signature

Date