

CRIME FREE LEASE ADDENDUM

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

Tenant, any member(s) of the tenant's household, a guest or any other person affiliated with the tenant, on the premises:

1. Shall not engage in criminal activity, including drug-related criminal activity on the 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]).
2. Shall not engage in any act intended to facilitate criminal activity.
3. Will not permit the dwelling to be used for, or to facilitate criminal activity.
4. Shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of an illegal or controlled substances as defined in A.R.S. 13-3451, on the premises.
5. Shall not engage in any illegal activity, including but not limited to 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 the 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.
6. *VIOLATION OF THE ABOVE PROVISIONS BY TENANT OR ANY PERSON FOR WHOSE ACTIONS THE TENANT IS RESPONSIBLE UNDER A.R.S. 33-1368 SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE 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.
7. Tenant agrees that Manager or Owner may use any police generated report as direct evidence without objection in any court action, including but not limited to eviction.
8. "Premises" includes the dwelling unit and all grounds, areas and existing facilities held out for the use of tenants generally or whose use is promised to the tenant, as provided in A.R.S. 33-1310.
9. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
10. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Tenant.

PIMA COUNTY ATTORNEY'S OFFICE

Tenant Signature

Date

Tenant Signature

Date

Owner/Property Manager Signature

Date

Name/Address of Property

Trespass Clause

The management reserves the right to prevent access to this property and to remove any persons, other than tenants, including but not limited to: guests, visitors, and random persons deemed objectionable. Objectionable persons include, but are not limited to:

- A. Any person who has been denied residency at this property for reasons of criminal history background, prior evictions unrelated to non-payment of rent, or similar reasons having to do with unacceptable conduct.
- B. Any person who would not qualify to be a resident at this property for reasons other than a non-ability to pay rent.
- C. Any person who has been evicted from this property for reasons other than nonpayment of rent.
- D. Any person who commits criminal activity, causes a disruptive problem, or violates the community rules for the property.
- E. Any person who has committed criminal activity, has caused a disruptive problem, or violated the rules at this property in the past.
- F. Any known gang members or known gang associates.

It is the tenant's responsibility to make sure all guests are aware of and comply with all the community rules.

If a tenant has a guest that is in violation of this clause, the guest will be asked to leave the property and to not return again. The tenant(s) will also be served with the appropriate violation notice. Continual violations of this or any other lease clause by tenant, or any person whose actions tenant is responsible under A.R.S. 33-1368(G), subjects the tenant(s) to eviction.

Tenant Signature

Date

Tenant Signature

Date

Owner/Property Manager Signature

Date

Name/Address of Property

Addendum B:
MOLD ADDENDUM

Resident acknowledges that it is necessary for residents to keep the Premises clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Resident agrees to clean and dust the Premises on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the ventilation or air-conditioning ducts in the Premises. Resident also agrees to report immediately to the Owner(s), or Owner(s)' rental management agent AND the property management company for Las Colinas:

1. Any and all water leaks; or evidence of a water leak; or excessive moisture in the Premises, as well as in any storage room, or other common area.

2. Any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area.

3. Any failure of windows or doors due to breakage; or inoperable windows or doors; or inadequate or failed seals at and/or around windows and doors.

4. In accordance with the Rules and Regulations of the Las Colinas Condominium Owners' Association, "Unit Maintenance and Architectural Control", Rule A.:

"It is the responsibility of each owner or resident to maintain and keep in good repair all plumbing fixtures and appliances within the unit. This includes toilets, faucets, dishwashers, refrigerators and ices makers, and all pipes and tubing which serve the appliances and plumbing fixtures. Owners or residents must notify the management company [for Las Colinas] of all water leaks. ..."

5. In accordance with the Rules and Regulations of the Las Colinas Condominium Owners' Association "Unit Maintenance and Architectural Control", Rule B., a Resident "is not permitted to install washing machines and dryers in any unit."

Resident further agrees that Resident shall be responsible for damage to the Premises and Resident's property as well as personal injury to Resident and Occupants directly resulting from Resident's failure to comply with these terms. Resident acknowledges receipt of this information.

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 / owner's managing agent and Resident.

Resident's signature _____ Date: _____

Landlord Owner / Agent's signature: _____ Date: _____

Addendum C:
RENTER'S INSURANCE

As a renter you are responsible for the following losses, including but not limited to:

- . Personal injuries to any person at the unit described in this lease, while you are in possession of the rental unit. This includes, but is not limited to bodily injury and medical expenses.
- . Personal property if it is destroyed by fire or other casualty.
- . Personal improvements to the unit if destroyed by fire or other casualty.
- . Damage to personal property of others at the unit described in this lease, while you are in possession of the rental unit.
- . Cost of defense in any law suit involving damages that occur to property or persons at or in the unit described in this lease, while you are in possession of the rental unit.
- . Damages caused to persons and property at or in the unit due to fire, lightning, storms, explosion, theft, smoke damage, accidental leakage and/or overflow, electrical damage, or other casualty, while you are in possession of the rental unit.
- . Broken glass.
- . Damage or injuries to persons caused by pets, or other animals harbored at the unit while you are in possession of the rental unit.
- . Items of personal property lost or stolen anywhere on the premises of Las Colinas - including items left in vehicles, or in common areas (pool, laundry room, on sidewalks, etc.).

Owner(s), owner(s)' rental agent, Las Colinas Condominium Owners' Association, or Las Colinas property management are not responsible for any injury, harm, or damage to Resident, occupants, agents, invitees, licensees, employees, or any other person or their property at or in the rental unit on account of any casualty event or in the event of any theft.

Resident is responsible for obtaining "all-risk" fire-extended coverage-liability-contents insurance, and must provide proof of insurance upon rental and renewals, as well as upon request at any other time. Resident understands Resident's belongings are covered only by Resident's insurance as to loss or damage, and it is recommended that Resident mark, photograph, and maintain a record of personal property (serial numbers, receipts, etc.), as appropriate for all valuables and other personal property, and also store a copy of such records in a safe place away from the Premises.

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 / owner's managing agent and Resident.

Resident's signature _____ Date: _____

Landlord Owner / Agent's signature: _____ Date: _____

Addendum D:

RULES AND REGULATIONS DISCLOSURE

1. I hereby acknowledge that I have either received a copy of the Arizona Residential Landlord and Tenant Act, or have been hereby informed that it may be obtained from the Arizona Secretary of State's office, and that it is found in the Arizona Revised Statutes at Section 33-1301 et. seq.

Initial if Received: _____ Initial if informed only; _____ Date: _____

2. I hereby acknowledge that I have either received a copy of the Association's Bylaws, and the Associations Rules and Regulations, and that I have been hereby informed that additional copies may be obtained from the Association's management company.

Association Bylaws:

Initial if Received: _____ Date: _____

Association Rules and Regulations:

Initial if Received: _____ Date: _____

3. I hereby acknowledge that I have been informed that regardless of any constructive or actual knowledge of any particular Bylaw or Rule and Regulation, I am subject to the Las Colinas Condominium Owners' Association Bylaws and Rules and Regulations and that by mere act of occupancy of a unit have ratified the Bylaws, and I hereby agree to observe and abide by the terms of these documents.

Resident: _____ Date: _____

4. Any changes to the Governing Documents as may be amended, adopted, repealed, or revised by Board, or by action of law, shall apply immediately upon their effective date, and shall prevail not withstanding any conflict with any provision(s) of the lease.

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

6. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner / owner's managing agent and Resident.

Resident's signature _____ Date: _____

Landlord Owner / Agent's signature: _____ Date: _____

Las Colinas
Condominium Owner's Association
1600 N. Wilmot Road
Tucson, AZ 85712
520 390-2310
www.lascalinascondos.net

Rules

Updated September 2011
Addition 9/24/2013

The authority to develop Rules and Regulations is granted to the Board of Directors in Article IV, Section 4.3B of the Bylaws. The purpose of these Rules and Regulations is to protect, preserve and enhance the property values and living experience at the Las Colinas Condominiums. Your commitment to our Community is greatly appreciated.

It is the responsibility of the owner to see that all tenants, guests, invitees, and contractors are made aware of these Rules, which apply to everyone who resides or uses the facilities within Las Colinas.

SANCTIONS

- A. Clean-up fees beginning in the amount of \$25.00 may be assessed.
- B. Fines beginning in the amount of \$25.00 and increasing by \$25.00 increments for continuing violations will be assessed against those units in violation of these Rules. Failure to pay the fines can result in late fees, as well as loss of privileges to vote, run for the Board, or use common area facilities, and collection action by the Association's Attorney.
- C. Violation assessments, beginning in the amount of \$2,500.00, may be assessed for serious violations, along with \$100.00 per day until compliance. This is a matter of contract, so if legal fees become required, they can be assessed in addition.

INJUNCTIVE RELIEF

When it is necessary for the Association to get an injunction against a homeowner, the cost of the injunction will be billed to the owner.

CRIME FREE

- A. Las Colinas is a Crime Free Community. Owners are required under the Governing Documents to observe all Laws and Ordinances, and insure that their family members, tenants, guests, invitees, and contractors do as well.
- B. Las Colinas adopted a Zero-Tolerance Policy for Crime, including Domestic Violence. Suspicious, threats of violence, or violent activity should be reported to the police immediately! Call 911. Please also report such activity to the Association.

DELINQUENCY POLICY

- A. Association fees are due and payable on the first day of every month.
- B. If full payment is not received by the fifteenth day of the month, a late charge of \$25.00 can be assessed against the account, along with 10% interest on unpaid balances.
- C. Failure to pay the statement account can result in additional collection remedies by the Board of Directors. All costs incurred in the collection of the debt will be assessed against the owner's account.
- D. Rules violations and delinquencies can result in loss of use of Homeowner Association facilities, including plumbing systems.

INSURANCE

All owners are required to maintain a Condominium Owner's policy on their unit for contents and liability. Further, they are required to list the Las Colinas COA as a named insured. This provides notice to the Association if insurance is allowed to lapse. Please advise your insurance carrier to mail or FAX your proof of insurance to the Association.

RESERVE ACCOUNT

The Association shall charge the equivalent of two month's assessments at the time of any sale, to fund the Reserve Account.

VEHICLES, PARKING, AND STORAGE

- A. A notice of violation will be placed on any vehicle that is parked outside of designated parking, in a fire lane, in reserved parking areas within the Las Colinas community or in another resident's assigned parking area. Vehicles so noted will be subject to towing without further notice at any time following the first four hours after notice has been placed on the vehicle.
- B. Inoperative vehicles may not be stored or parked anywhere on the property. Flat tires, wrecked or disabled conditions, no plates, expired tags, broken glass, and excessively leaking engine fluids constitute an inoperable vehicle. Such vehicles will be towed, at the owner's expense.
- C. Vehicles which are over 20 feet in length are not permitted to be parked within Las Colinas, as they may create a hazard to other residents and guests attempting to navigate driveways and parking lots within the community. Commercial vans of 1/2 ton or more may not be parked in covered parking spaces.
- D. Parking areas may not be used for anything other than the parking of properly licensed, operable vehicles. The storage of any item or vehicle in the carports or designated parking areas is strictly prohibited.
- E. Vehicle maintenance, including washing of the vehicles, is prohibited.

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NOISE

It is impossible to live peacefully in a densely populated environment unless you are willing to demonstrate courtesy toward your neighbors and other residents. Loud noise can be the single most annoying and discourteous experience in condominium living. Please have respect for the peaceful enjoyment of others!

Noise must be kept to a minimum. Be considerate when using amplifiers or playing musical instruments. Avoid loud noises or disturbances at any time. Disturbances should be reported to the police department.

CHILDREN

- A. Children must be supervised by their parents while on the property. Parents are responsible for any damage caused to or by their children's activities within the complex.

PETS

- A. Domestic pets are permitted to owners at Las Colinas. Farm or barnyard animals are not permitted. Exotic pets must be approved by the Board of Directors.
- B. Any damage to common elements, structures and common areas caused by a resident's pet will be repaired at the unit owner's sole expense. In the event the property is a rental unit, it will be the responsibility of the unit owner to pay for the necessary repairs.
- C. Pets are not permitted to run at large outside of the unit. Pets shall have the necessary licenses, tags, and identification, and shall be leashed at all times.
- D. Pets shall not be tethered and left alone anywhere within the Las Colinas community. Pets may not be left unattended on patios or balconies. Pets must be under the direct control and supervision of their owners at all times.
- E. Barking dogs are considered a nuisance to the peaceful enjoyment of the community. Continuous or after-hours barking will be reported to Animal Control and the management company for the Association. Continuing reports of barking dogs will result in violation letters and fines of not less than \$25.00 per incident being levied against the unit owners.
- F. Pet owners must remove all animal waste immediately from common areas. Clean-up costs of no less than \$50.00 will be billed to the unit owner.
- G. Pets are not permitted in the pool areas at any time.
- H. Pitbulls/mixes and rottweilers/mixes are banned from the property.

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POOL RULES

- A. Hours of Operation are Monday through Sunday 7:00 a.m. to 10:00 p.m.
- B. Children 14 years and younger **MUST** be accompanied by a responsible adult at all times.
- C. Children may not wear diapers or plastic pants in the pools. Proper swimming attire is required for everyone at all times.
- D. No pets are permitted in the pool or pool area at any time.
- E. No food or beverages are permitted in the pool area. No glass items are permitted within the pool area. No alcohol.
- F. No running, rough play or ball games are permitted in the pool area.
- G. Pool rules are posted at both pool areas. Remember, there is no lifeguard on duty. Swim at your own risk.
- H. The Las Colinas pools are for the exclusive use of owners. Guests must be accompanied by an owner or tenant on the lease, at **ALL** times.

CLUBHOUSE AND BBQ AREA RENTAL POLICY

- A. The clubhouse and BBQ facility is for the exclusive use of owners, their guests, and invitees.
- B. The clubhouse and BBQ facility may be used for private functions only if the owner of the property is a member in good standing, with no debts or rules violations recorded against the unit.
- C. Reservations must be made at least 48 hours in advance of the event. Please contact the Association during business hours and complete a reservation form.
- D. A refundable deposit of \$75.00 is required prior to the reservation being accepted.
- E. The clubhouse will be inspected following the event. Failure to restore the clubhouse to its original condition will result in a forfeiture of the deposit and the owner will be assessed all costs to restore the clubhouse to its original condition.
- F. Persons using the clubhouse shall conduct themselves so that their actions will not be offensive to others.

DUMPSTERS

- A. Do not place furniture, mattresses, or carpet in the dumpster. (Leave next to it.)
- B. Do not discard flammable or hazardous materials in the dumpsters. The owner will be subject to charges for cleanup costs and fines for violation of this rule.

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BALCONIES AND PATIOS

- A. Balconies and patios are not to be used as storage areas, and shall be kept clean and uncluttered at all times.
- B. No clothing or household items shall be hung out to dry or otherwise displayed on balconies, patios, railing, stairwells, or parapets.
- C. No appliances of any kind shall be stored, displayed, or used on balconies. (Except for washer/dryers with written approval of the Board.)
- D. No open flame cooking appliances are permitted to be operated on balconies or patios, or within 10 feet of any structure. Propane tanks, or ANY flammable items may NOT be stored on balconies or patios.
- E. Privacy coverings for balconies and patios shall be tasteful and of a neutral color, in order to blend with the overall appearance of the building exteriors. Prior written approval must be obtained from the Board of Directors before such coverings may be installed.
- F. No pets shall be allowed to remain unattended on patios or balconies. These are not meant to be used as "kennels" in the absence of the owner or tenant. Feces and urine may NOT be allowed to damage the buildings, including the concrete or wrought iron. Pet owners are responsible for preventing their pets from depositing feces or urine on the patios and balconies, which are Limited Use Common Area Elements. The barking of unattended dogs on balconies or patios is annoying to the neighbors and is prohibited.
- G. No trash, garbage or other household waste shall be placed or stored on balconies, patios, or stairwells for any amount to time.
- H. No exterior alterations, additions, permanent decorations, or structural improvements of any kind shall be made to any patio, balcony, exterior wall, or common element without prior written approval of the Board of Directors.

UNIT MAINTENANCE AND ARCHITECTURAL CONTROL

- A. It is the responsibility of each owner or resident to maintain and keep in good repair all plumbing fixtures and appliances within the unit. This includes toilets, faucets, dishwashers, refrigerators and ice makers, and all pipes and tubing which serve the appliances and plumbing fixtures. Owners or residents must immediately notify the Association of all water leaks. The Association will arrange the repairs and charge the owner for the material and labor. Costs of repairs for water damage to any unit caused by the intentional or unintentional neglect of the resident will be charged to the unit owner.
- B. Unit owners shall be responsible for the cost of correcting damage to common elements caused by the owner or resident which are exclusive to his or her particular unit.

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UNIT MAINTENANCE AND ARCHITECTURAL CONTROL (cont.)

- C. Washing machines and dryers are permitted, upon submission of an architectural request to the Board. Required plumbing and electrical must be to code, and the equipment must not be placed so that it disturbs the neighbors. A payment of \$10.00 per month, to off-set additional water use, is also required.
- D. All unit owners must submit for architectural approval for any structural alteration or improvement to their units and written approval must be granted by the Board of Directors before any such work can be done. Proper permits must be obtained and it is recommended that the work be performed by a licensed contractor.
- E. No landscaping outside of a unit is permitted without written approval from the Board of Directors.
- F. Unapproved additions or modifications to any unit or violations of the rules regarding unit maintenance and architectural control can result in fines starting at \$25.00 per day, until the violation had been corrected and the property inspected for compliance.
- G. Each unit is responsible for all electrical costs relative to that unit. Unauthorized access of residents to common area utilities is prohibited and will be considered as theft. Such action can result in fines of \$100.00 per day.
- H. Diverter restrictions -Single handled hot and cold valves may not be used to replace the two handled hot and cold valves without written approval of the Board. The Association has the right to inspect the units and require correction of the issue at the owner's expense.
- I. Storage areas in buildings 22, 23, and 24 are actually access areas for Common Area plumbing and access must be available to the maintenance staff when necessary. These areas can be rented to homeowners at the rate of \$25.00 per month. The Association will always retain access to those areas.
- J. Tile Ban - upper floors. Tile is heavy and may be a problem in the upper units. Therefore, the installation of tile on the 2nd and 3rd floors is prohibited. Laminated flooring may be permitted, with sound abatement. In addition, installation of granite and stone tiles is also banned in second and third floor units. The Association may estimate the cost of removal of the tile and notify the owner giving them 30 days to remove the tile or the Association will assess the cost of the tile removal and file a lien on the property if the cost is unpaid.
- K. When a homeowner causes damage to the Association that exceeds 20 hours of maintenance time, the time will be billed at \$100.00 per hour.
- L. Failure to maintain your plumbing such that water damages the building and/or your neighbor's property can result in suspension of water service to your unit.

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USE OF UNITS AS RENTAL PROPERTIES

Las Colinas has governing documents (CC&Rs, Bylaws, and Rules); following them is mandatory; not optional. The Association has had recorded Rules on Leasing Policy since 9-12-1991. In addition, the Association recorded a Rental Ban effective 2-15-2010, prohibiting the rental of any unit purchased after 2-15-2010.

It is the owners' duty and responsibility to observe the provisions of the Rules on leasing, all other policies and rules, and Arizona law.

- A. Leases must be of duration of no less than 6 months.
- B. A background check shall be conducted as part of the Application process.
- C. A copy of the executed lease, including all required Association Addendums, must be provided to the Association upon signing, and prior to tenant(s) moving in. Full names of leasee and all adult occupants, including photo identification and date of birth must be provided.
- D. The landlord is responsible for ensuring compliance by all tenants, guests, and pets with the Association governing documents and rules. The unit owner is responsible for all costs for damages, fines, fees or other costs the Board of Directors may direct to the unit.
- E. The Association has the right to designate an exclusive rental agent for rental units at Las Colinas.
- F. Dogs are prohibited in rented units.