

Villa Fiesta

Revised 07/22/2024

1. Rent is due on the first day of each month and is considered delinquent on the fifth at 10:00 am. Under no circumstances will cash or money orders be accepted for monthly rent payment. We will only accept one form of payment, we are not in a position to accept multiple checks, or cashier's check or card transactions. If you wish to pay with guaranteed funds, such as a cashier check, the full amount of rent is to be in the form of one payment. A late charge of fifteen dollars (\$15.00) will be assessed for rent paid after the first day of the month and an additional charge of fifteen dollars (\$15.00) per day shall be assessed for each day rent is not paid from and after the first day of the calendar month. If rent is not paid by the fifth day of the month and Resident is issued a Notice of Non- payment of Rent a thirty five dollar (\$35.70 with tax) fee shall be due in addition to rents and late fees from the Resident. This notice may be hand delivered and if you are not home it will be posted on the door and sent certified mail.
2. Your apartment home is made available to you only after our careful inspection and satisfaction that it is free from fault and ready for your enjoyment. Should any items be missing or if the need for service arises, please contact the office without delay. Except in emergencies, we ask that you call during normal business hours (Mon-Fri 9am-6pm, Sat 10am-5pm, Sun 12pm-5pm, these hours are subject to change). The office has provided you an inventory sheet in your move in packet. Please fill it out and submit to the office.
3. Should you lose you key or find yourself locked out, contact the office. There is a **thirty five-dollar (\$35.00) charge to replace locks.** Residents agree, residents shall not alter any lock or install a new lock on any door on the premises without written consent of the management. Any additional or different locks approved and installed shall be considered to be permanently affixed. If written permission is not obtained, you will be charged Sixty-five Dollars (\$65.00) for Materials and Labor in removal of un-approved locks in order to return the premises to its original condition and access to the apartment unit.
4. Please conduct your activities in and about the area in a manner not to interfere with rights, comforts, or conveniences of other residents. staff, and vendors. Article 3 33-1341 line 7 of the landlord and tenant act The Tenant shall: Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises. **NO MUSICAL INSTRUMENTS, RADIOS, TELEVISION, STEREOs, OR HOUSEHOLD APPLIANCES SHALL BE OPERATED IN A MANNER THAT IS DISTURBING OR ANNOYING TO OTHER RESIDENTS NOR WILL LOUD, DISTURBING, OR OBJECTIONABLE CONDUCT BE TOLERATED.** After 9 pm, please be considerate of those trying to sleep. At 10pm all noises need to be kept to a bare minimum. Loud noise can consist of: radios surround sound/TV, using your washing machine or dryer, or vacuuming.
Under any circumstances, verbal, or physical abuse toward residents, guests, staff members, or vendors can not be tolerated. Severe violations can result in an immediate eviction as stated in the crime free section of your lease agreement between lines 203-219 "Resident agrees that Resident, or any member of Resident's household, family, occupant, guest, invitee, or any other person under who, is living, visiting, inhabiting, dwelling, staying, frequenting, with/in/at the Resident's unit, shall not engage in any criminal activity (including all Arizona Revised Statutes regarding crimes), including, but not limited to, any felony crime whatsoever; nor any misdemeanor crime involving drugs or drug related activity, violence, weapons, gang activity, theft (of any type), or any other criminal activity, in, on, near, or in Resident's and Resident's occupant's case, even off of the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession, or the 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]). **VIOLATION OF ANY OF THE ABOVE PROVISIONS IS CONSIDERED A SERIOUS, MATERIAL AND IRREPARABLE VIOLATION AND NON-COMPLIANCE OF THIS LEASE AND IS GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** It is understood and agreed that a single violation shall be good cause for immediate termination of the lease." Depending on the severity of the

violation other results can be 10 day non-compliance notices that can result in eviction if violations continue, notices prohibiting entering the office and/or correspondence to be through solely written letters dropped in the office drop box or emails.

5. If minor children reside with you or visit your apartment, Residents are solely responsible for the supervision of the children at all times! If your child, children, or guest's child or children cause damages to Villa Fiesta property, you will be held responsible for the repair of and all damage.

6. Bicycles are to be parked either in bicycle racks or inside your apartments. **UNAUTHORIZED BIKE RIDING, SKATEBOARDING, OR VEHICLE OF ANY TYPE IS NOT PERMITTED ON THE SIDEWALKS.**

7. Renter's insurance is not required, but highly recommended to cover any damages to personal property and damages caused as a result of Resident's negligence.

8. You have been assigned one covered parking space. One covered space is assigned per apartment, and there is no re-assignment of parking spaces. Any unauthorized vehicle parked in an assigned covered parking space will be towed at the owner's expense. Unassigned parking spaces are on a first come first serve basis. The vehicle limit per unit is as follows, a one bedroom apartment has a maximum of two vehicles per unit and a two bedroom unit has a maximum of four vehicles. Office staff requests residents to keep management to date on all vehicles parked on the property, a sheet will be provided upon move in and if necessary, during renewal of lease agreements so the office is up to date on the cars belonging to each unit. If there is a change in cars owned please come into the office to fill out a new sheet for car information. Special provisions must be made prior to the parking of commercial vehicles, boats, trailers, or RV's. We also provide information regarding storage places where you can store your commercial vehicles, boats, trailers, and RV's. **Any repairs or maintenance of any kind to vehicles will not be allowed on the property.** In addition, excessive and annoying engine, muffler noise, music must be kept at an absolute minimum. Parking in the center circle next to the manager's office is limited to vehicles that are not high profile (i.e. delivery trucks, oversized vans, jeeps, SUV, trailers, etc.). All Residents and their guests are expected to adhere to the 5-MPH speed limit. Motorized two-wheeled vehicles must be parked in designated zones only. Any unauthorized vehicles using or blocking the egress or ingress of the parking space will be towed away at the vehicle owner's expense. At managements discretion, vehicles not used on a regular basis, damaged or in disrepair, or not maintained, expired license plates, will not be permitted on the premises and will be towed at the vehicle owner's expense.

9. Parking in fire lanes not permitted **AT ANYTIME FOR ANY REASON!** The police and/or the fire department will cite violators and the violation carries up to a \$500.00 fine. **Violator's cars will be towed at owner's expense.** These lanes are not meant for drop of or pick up and for emergency access only.

10. Each apartment is provided with two coax cable jacks.

11. Pictures and other decorative objects should be hung with nails that do not leave large holes. Gummed label hangers should never be used. Permission of the manager should be obtained before using molly bolts or other fasteners.

12. Trash dumpsters are located at strategic points throughout the area and all trash must be placed completely inside these containers. Cardboard boxes should be crushed before being placed in recycle containers. The dumpsters are not for bedroom mattress, furniture, appliances, or cargo objects. The City of Mesa will not service trash containers with these items inside. Therefore if you are suspected of disposing of any of these items during a move in or move out in the dumpsters, you will be charged seventy-five Dollars (\$75) per item for the removal and break down of dumpster in order for the City of Mesa to be able to service that dumpster. If you would like to donate any of the above items, please contact the office for phone numbers. Please do not use the trash receptacles near the mailboxes, office or clubhouse for your household refuses. These containers are intended to support trash generated from the postal service and are not adequate to accommodate household refuse.

13. Your entry porch and private patio is for your enjoyment; however, we are all required to be mindful of other Residents and the general condition of the porches and patios. Please, no signs, metal or wooden lattice, flags, banners, sunshades, clothing, towel lines, indoor furniture, wood, plastic or indoor gates, automobile parts, construction tools, materials and equipment, motorcycles, scooters, trash, recycle aluminum cans or paper material, moving boxes or exercise equipment will not be permitted on the porches or private patios. Magnetic door screens are not permitted. Any and all trash MUST be thrown out and NOT left by the door, any trash bags that have leaked onto the patio will be at the resident's cost for maintenance to clean up (\$75.00). The only type of gate that is permitted on the property is the metal gates that our contractor custom builds and installs at the

resident's cost if the resident would like one. It will be the responsibility of the Resident to maintain the porches and private patios from all bird debris, pet feces, and to replace globe light fixtures bulbs and plastic globes if the globe should fall off the fixture. Colored light bulbs are not permitted in the light fixtures. String lights of any kind are only permitted during the December holidays and are not permitted during the rest of the year. The office will provide pigeon proofing at no charge to the Resident if requested by Resident. Please keep the patios overall uncluttered and in a neat order.

14. If you smoke, make sure that your butts are properly removed and disposed. If they are being thrown downstairs on patios or in the common areas, it is considered a violation of these policies and you will be charged forty Dollars (\$40) per man hour for groundskeeper to clean up the debris. If it becomes a constant problem you will be served with a legal notice to vacate and be held responsible for any and all damages.

15. Do not over load washers and dryers with clothing, large rugs, comforters etc. The washer's and dryers provided by Villa Fiesta are not designed to handle the loads and doing so can causes damage to the machines, water lines, and vent pipes which you will be held responsible for repair or replacement costs.

16. **Pets:** Caged animals are permitted in the units upon approval by management. Ferrets, two cats or dogs, underweight & breed restrictions, will be permitted upon the premises with paid deposit and pet agreement. This does not apply to assistive animals. Residents will be solely responsible for the health and wellbeing of the animal. Residents provide collection bags and shall pick up after the animal at all times. Resident agrees to not leave any animal feces in common areas including but not limited to porches, private patios, concrete sidewalks, grass and granite areas, parking lots. If you or your guest are found to be in non-compliance with this policy a \$(125.00) fine shall be imposed per incident due and payable in the next month's rent. Should this non-compliance continue you will be asked to remove the pet from the property and or given a notice to vacate for non-compliance.

17. Do not obstruct porches, hails, steps or other general areas with bicycle, motorbikes, or other items. You may be asked to remove anything that detracts from the appearance of, or adds hazards to the premises.

18. The clubhouse is exclusively for Resident's enjoyment and may be used for Resident's private parties. The maximum City of Mesa fire code occupancy is 80 people. To reserve the clubhouse, please call and make the reservation with the office. There is a \$200 rental fee including tax for each event and a \$500.00 deposit to cover any damages and additional cleaning fees. If no charges are incurred you will receive your original deposit check back. The rental fee is non-refundable. If the amount of repairs exceeds the deposit amount, you will be expected to pay the additional amount as soon as the cost is determined and the repair completed. The clubhouse is subject to closure without notification.

19. We have posted "NO SOLICITING" signs throughout the community. We ask that you do not post any signs, fliers, or notices on Resident apartment doors, common area fences, walls or private vehicles. If solicitors come to your apartment, please notify the management immediately so we may escort them off the property.

20. Other than blinds installed by the owner and emergency window sticks, no object or window treatment of any kind may be placed on or affixed to the windows or doors so as to be visible from the exterior. By way of example, such objects include, but are not limited to posters, flyers, signs, stickers, decals, aluminum foil, boxes, garbage bags, debris, towels, rugs, clothing, and other similar articles.

21. Unregistered Guests may not occupy the apartment for more than 5 days unless the prior written consent of owner's representatives has been obtained. Unauthorized occupants are grounds for eviction as stated in your signed lease.

22. 24-hour on-call service is provided for emergency maintenance. If you have a maintenance emergency during office hours please call (480) 833-1934. If after hours, you can contact maintenance via our answering service at (888) 850-7260. Please notify our answering service to page MAINTENANCE.

VILLA PARK POLICIES

1. The park facilities are for apartment Residents and their guests. It may become necessary to limit guest privileges, therefore, we request Residents use discretion. At least one Resident must participate in each group using the park facility.

3. Glass containers of any kind are not allowed in the park

4. Please put all refuse in the trash containers provided.

6. Management is not responsible for accidents or injuries as a result of the use of any Villa Fiesta facilities. Residents and Guests shall use these facilities at your own risk.
8. Unsupervised children in the park may be escorted home by management for the safety of the minor child. IF these children are seen throwing rocks or any other type of destructive behavior, parents will be charged for any and all damages to the premises.

POOL AREA POLICIES

1. The pool and recreation facilities are for apartment Residents and their Guests only. It may become necessary to limit guests privileges, therefore, we request residents to use discretion. Guests must be accompanied by their ADULT host at all times when using the pool and other recreation facilities.
2. Rules and regulations use of the swimming pool are posted and strictly enforced.
3. Glass containers of any kind are not allowed within the pool areas.
4. Please put all refuse in the trash containers provided.
5. The pool is for your enjoyment, but care should be taken to consider the rights of others. In accordance with sound safety regulations NO running, pushing, diving, splashing of water and general horseplay will be tolerated.
6. There are no lifeguards on duty and all children under 18 must be accompanied by an adult at all times when in the pool areas. Please read the posted signs at the pools for other restrictions. The pools will be locked and closed at 10:00 p.m. and are open at 7:00 am. Please use discretion when using the pools and spas at night so as not to disturb the neighboring apartment homes. Your apartment key will unlock the pool gates. Please, under any circumstances, do not prop the pool gates open, as this is a costly violation of the health and safety for others and an extreme danger to small children and animals.
7. Children under the age of sixteen (16) are not allowed in the spas at any time.
8. Children under the age of eighteen (18) are not allowed to supervise any child under the age of 18.
9. Management is not responsible for accidents, as use of facilities is at your own risks.

GUIDELINES FOR VACATING AN APARTMENT

A written 30-day notice of termination is required prior to the next periodic rental due date. (Notice to vacate is due **BY THE FIRST DAY OF THE MONTH.**) If turned in after the first, you will be responsible for an additional months rent so Management can receive a full and proper 30 day notice **BY THE FIRST.** For example, if you turn in your notice on the 15th you be held responsible for the full next months rent. When management receives a written 30-day notification, the resident will be expected to vacate on the date specified. The apartment should be left in a condition for immediate occupancy for a new resident. Ordinary wear and tear is expected. The inventory and condition report you signed upon occupancy will be used as a "Check-out Sheet" for your apartment home. Every item on the list will be expected to be cleaned and any damages will be checked against this list and you will be responsible for the expenses involved in repairing damages. If you have any questions with regards to cleaning charges please come into the office and pick up an itemized cleaning charge list.

EXERCISE ROOM

As an amenity for residents of Villa Fiesta, we provide a 24-hour accessible exercise room. You must be 18 years of age or accompanied by an adult to use this facility. Please pick up any debris that was a result of your usage. Also, make sure the door is locked and secure when you leave. Please accompany your guests to the exercise room. They may be asked to leave if you're not with them. The use of the exercise room is at your own risk. Villa Fiesta is not responsible for accidents or injury to you or your guest as a result of your use of this facility. There is a \$25.00 deposit for the key. This deposit will be returned after you move out and the key is returned to Villa Fiesta.

1. We reserve the right to modify these policies. Modification is effective when you receive written notice or when posted in the office.
2. By execution of the Rental Agreement, each resident agrees to be responsible for any violation of any of the foregoing rules by the resident's family members, guests and visitors.
3. As a resident at **VILLA FIESTA**, we hope that you consider your apartment your home. Villa Fiesta wishes your residency with us to be a pleasant one.