

CRIME FREE LEASE ADDENDUM ROGERS RANCH UNIT 5 HOMEOWNERS ASSOCIATION

All Owners who rent or lease their home within the Association and their Tenants are required to complete, sign and return this Crime Free Lease Addendum to the Board of Directors.

In consideration of the execution or renewal of a Lease, Rental or Occupancy Agreement between Owner(s) and Tenant(s) of the dwelling unit within Rogers Ranch Unit 5 Homeowners Association (“Lease Agreement”), the Owner(s) and Tenant(s) agree as follows:

CRIME FREE NEIGHBORHOOD AGREEMENT

1. Tenant, any member of the tenant’s household or a guest or other person under the tenant’s control 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 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, or a guest or other person under the tenant’s control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near said premises.

3. Tenant or any member of the tenant’s household will not permit the dwelling to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. Tenant, any member of the tenant’s household or guest, or another person under the tenant’s control shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near the dwelling unit, premises, or otherwise.

5. Tenant, any member of the tenant’s household, or a guest or another person under the tenant’s control 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 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 premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the Owner, his or her agent or other tenant or involving imminent serious property damage, as defined in A.R.S. 33-1368.

6. VIOLATION OF THE ABOVE COMMUNITY DOCUMENTS OR THE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. The Owner and the tenant agree that Rogers Ranch Unit 5 Homeowners Association is a third-party beneficiary of the lease and this Addendum and may enforce all the terms of these contracts and may avail itself of all the remedies afforded a landlord under Arizona Law including the forcible detainer laws. A single violation of any provisions 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. 33-1377, 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.

