

**Woodmar IV Association (“Association”)  
Crime Free Lease Addendum**

Being members of the Crime Free Program does not mean that the participating community is completely free of crime. However, in an effort to detect criminal activity at the community level, this Crime Free Addendum is a necessary and crucial element of the lease. Resident hereby agrees to live crime free and ensure that Resident’s guests and invitees live crime free, on and off the property.

Resident understands that crime can and does occur in every segment of life as well as in every community, regardless of the location. No property can or should be considered totally safe and free from crime regardless of the measures taken to the contrary. Hence, Landlord/Manager does not, and cannot, in any way warrant or guarantee Resident, Resident’s occupants, Resident’s guests, or Resident’s invitee’s complete safety or security at, on, near or off the community property. Resident understands that the safety of Resident and Resident’s household is Resident’s responsibility and not the responsibility of the owner, community, association, or Landlord/Manager’s staff.

Therefore, in consideration of the execution or renewal of a lease of the dwelling unit identified in the lease; and for other good and valuable consideration: \_\_\_\_\_ (“Owner”) and \_\_\_\_\_ (“Residents”) agree as follows:

1. Resident(s) acknowledge(s) receipt of the Association’s Declaration of Covenants, Conditions and Restrictions (“CC&Rs”); Articles of Incorporation; Bylaws; Rules and Regulations and Crime Free Program (collectively referred to herein as “Governing Documents”).
2. Resident(s) agree(s) to not violate the Governing Documents, incorporated herein by this reference.
3. Resident(s) shall not engage in any criminal activity whatsoever, including drug-related criminal activity, on or near the dwelling unit or Association. "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]). The Association shall be the sole judge as to what constitutes Criminal Activity.
4. Resident(s) shall not engage in any act intended to facilitate Criminal Activity.
5. Resident(s) 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 Resident or Invitee.
6. Resident(s) 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.
7. Resident(s) shall not engage in any other 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 or near the dwelling unit premises; smoking of marijuana with a state issued medical card violating federal law; any breach of the Lease Agreement that otherwise jeopardizes the health, safety, and welfare of the Landlord, his Agent, other Residents, the Association and its members; any other activity involving imminent or actual serious property damage, as defined in A.R.S. §33-1368.

8. Resident(s) hereby authorize the use of any police generated report(s) against him/her/them as direct evidence of any eviction hearing(s).

9. VIOLATION OF ANY PROVISION OF THE CRIME FREE PROGRAM 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 Agreement shall be deemed a serious violation, and a material and irreparable breach of contract. It is understood that a single violation shall constitute 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.

10. 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.

11. The parties represent that they have had an opportunity to consult with independent legal counsel about the rights and obligations created by this Agreement prior to signing hereunder.

12. The parties understand that this community is a crime-free community but the designation "Crime-Free" is in no way related to any governmental entity, including but not limited to, federal, state, county or local entities.

13. Upon receiving notice from the Association that a Resident is in material breach of this Agreement, the Owner shall immediately initiate an eviction action pursuant to A.R.S. §33-1377, as provided in A.R.S. §33- 1368. After notice and an opportunity to be heard, Owner shall be subject to a \$500 fine to be assessed every 10 days until the violation is cured.

14. Owner understands that the Association shall have the right, but not the obligation, to enforce its Governing Documents against the Owner as Plaintiff in any action, including but not limited to, an action seeking injunctive relief and/or monetary penalties against the Owner for violations of the Governing Documents. Notwithstanding, the Association shall not have the right to bring a detainer action against Resident(s) pursuant to A.R.S. §33-1377, as provided in A.R.S. §33-1368.

\_\_\_\_\_ Date: \_\_\_\_\_ Resident (Print):

\_\_\_\_\_ Date: \_\_\_\_\_ Resident (Print): (if applicable)

\_\_\_\_\_ Date: \_\_\_\_\_ Resident (Print): (if applicable)

\_\_\_\_\_ Date: \_\_\_\_\_ Owner