

# LEGEND VILLAS WEST TOWNHOUSE ASSOCIATION

c/o VISION Community Management  
16625 S. Desert Foothills Pkwy, Phoenix, AZ 85048  
phone: 480-759-4945 fax: 480-759-8683  
LegendVillasWest@WeAreVision.com

Dear Homeowner,

We are pleased to announce that the Legend Villas West Townhouse Association recently adopted Crime Free Rules. Crime Free communities have been around for decades and benefit all of us for many reasons. They help to keep our communities free from crime, increase our property values, and are used by many of us as selling points. For your benefit, we are enclosing the following documents:

1. Crime Free Program Rules
2. Homeowner Information Form
3. Tenant Tracking Form
4. Crime Free Lease Addendum

As required for certification in this program, we need to actively enforce the Crime Free Program. This means that everyone should carefully read the enclosed documents. Here are a few of the Crime Free highlights:

- Prospective Tenants and their Residents must complete a background/criminal investigation by Investigative Screening and Consulting ("ISC") or other comparative service.
- Prospective Tenants and their Residents must sign the Crime Free Lease Addendum. Landlords shall maintain the signed Addendum through the tenancy period.
- Landlords ignoring these requirements may be fined \$100 every 14 days.
- Landlords must evict any Tenant involved in criminal activity.
- Landlords must provide the Association with the name(s) and contact information for any Lessee(s) and other Occupant(s) or Sublessee(s) over 18 years of age, as well as the beginning and ending dates of the tenancy and the license plate numbers of the respective vehicles.

A Homeowner Information Form is enclosed with this packet; please use this form to submit contact information and property status (owner occupied, rental, etc.). If your property is a rental and please also complete and return the enclosed Tenant Tracking Form along with the Crime Free Lease Addendum form and return together with a check or money order in the amount of \$25.00 to Vision Community Management at the address above.

Should you have any questions regarding this notice, please contact the office.

Thank you,

Vision Community Management  
For the Board of Directors

**When Recorded Return To:**

Legend Villas West Townhouse Association  
c/o Vision Community Management  
16625 S Desert Foothills Pkwy  
Phoenix, AZ 85044

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**CRIME FREE PROGRAM RESOLUTION AND RULES OF  
LEGEND VILLAS WEST TOWNHOUSE ASSOCIATION**

Being members of the Crime Free Program does not mean that the participating community is completely free of crime. However, Legend Villas West Townhouse Association ("the Association") adopts the Crime Free Resolution and Rules, in an effort to prevent criminal activity in the community.

The Association, and owners of real property therein, are governed by the (1) Declaration of Covenants, Conditions, and Restrictions, recorded in the Maricopa County Recorder's Office at Docket No. 13893, Pages 218 through 241 and amendments thereto ("CC&Rs"), (2) Articles of Incorporation, (3) Bylaws and (4) Rules and Regulations (collectively referred to herein as "Governing Documents").

The CC&Rs grants a general power to the Board of Directors to adopt, amend, and repeal rules that restrict activities deemed to adversely affect the health, happiness and enjoyment of any other owner or tenant. Arizona law also provides that the Association may (1) maintain its property in a reasonably safe condition (2) take reasonable measures to protect against foreseeable activities creating danger, including criminal attacks, on the land it controls; and (3) ensure members are free from unreasonable interference in the enjoyment of their individual lots or units and the common property.

Therefore, pursuant to the Governing Documents and Arizona Law, the Board of Directors for the Association adopts the following Crime Free Program:

**Crime Free Program**

For purposes of these Rules, the following definitions apply: "Tenant" or "Lessee" is defined as any person who occupies a unit in which the owner lives separately from the property and who pays rent in consideration for the use of such property. "Occupant" or "Resident" is defined as any person who occupies a unit in which the owner lives separately from the property regardless of whether he or she pays for the use of such property.

All Owners, Tenants and Occupants shall participate in the Association's Crime Free Program as outlined below:

1. Criminal Activities performed by any Tenant, Occupant, or Guest on Association property involving disturbing the peace, fighting, harassment, intimidation, property damage, public drunkenness, or vandalism, or any activities performed on or off Association property involving assault, burglary, child abuse, domestic violence, DUI, minors in possession of alcohol, possession of illegal drugs, possession of stolen property, theft, arson, brandishing a weapon, crime related to gang activity, discharge of a firearm, distributing or manufacturing illegal drugs, weapons, kidnapping, or other similar crimes shall be cause for immediate termination of any lease. Proof of violation does not require criminal conviction, but shall be adjudicated by the Association by a preponderance of the evidence.

2. Owners shall notify any prospective Tenant(s) and other Occupant(s), 18 years of age or older, that the Association is governed by Crime Free Rules, and Owners shall provide the following documents

to any prospective Tenant or Resident before finalizing any lease: (1) Crime Free Lease Agreement, (2) Declaration of Covenants, Conditions and Restrictions, and (3) all of the Rules and Regulations of the Association, including the Crime Free Program.

3. Owners shall have all prospective Tenants and Occupants 18 years of age or older sign the Crime Free Lease Addendum approved by the National Association of Residential Property Managers, attached herein, before finalizing any lease and shall maintain the Crime Free Lease Addendum throughout the tenancy.

4. Owners and their agents are required to submit the following information to the Association prior to the tenant(s) move-in date:

- a. Name(s) and contact information for any Lessee(s) and other Occupant(s) or sublessee(s) over 18 years of age.
- b. Beginning and ending dates of the tenancy; and
- c. Vehicle(s) description and license plate numbers.

5. Owner shall conduct a background/criminal investigation on all prospective Tenants, sublessees and Occupants 18 years of age or older. The Association has the right, but is not required, to verify the information through its own background/criminal investigation and if found to be false or misleading may demand immediate eviction of the Tenant or Occupant. A background check is sufficient if performed by Investigative Screening and Consulting ("ISC"), at [www.investigative screening.com](http://www.investigative screening.com).

6. Owners cannot rent their real property to, or allow it to be used by, any person convicted of or having plead guilty or no contest to, the following crimes within the last five (5) years: any misdemeanor criminal offense involving drugs, weapons, gangs, theft, prostitution, violence, crime against persons or property; or any crime that endangered the health, safety or welfare of others.

7. Owners cannot rent their real property to, or allow it to be used by, any person convicted of, or having pled guilty or no contest to, any felony within the last ten (10) years.

8. Owners cannot rent their real property to, or allow it to be used by, any person ever convicted of, or having plead guilty or no contest to, any crime against children, any sex crime, arson, murder or manslaughter.

9. Any Owner that fails to comply with these Rules shall be given notice and an opportunity to be heard on the matter. Should the Owner's violation be supported, the Owner shall be subject to a \$100 fine to be assessed every 10 days until the violation is cured.

10. Any vendor, contractor, employee or representative of an owner, property manager or Association, excluding legal counsel, shall have a background/criminal investigation, not a mere background check through a data base, performed by the owner, property manager, or Association prior to the individual entering onto Association Property. The Association has the right, but is not required, to verify all background/criminal investigations through its own background/criminal investigation.

11. Owners, property managers, or the Association shall not permit a vendor, contractor, employee or representative to enter onto Association property if he/she was convicted of, or plead guilty or no contest to, any crime against children, any sex crime, arson, murder or manslaughter, or if within the last five (5) years to any misdemeanor criminal offense involving drugs, weapons, gangs, theft,

prostitution, violence, or crime against person or property.

12. If the Owner, property manager, or the Association is in violation of employing an ineligible person on Association property, the Owner, property manager, or the Association shall be subject to a \$100.00 fine for every violation, after notice and an opportunity to be heard.

### **CRIME FREE VIOLATIONS AND FINES ASSESSED AGAINST OWNER**

#### **CLASS I**

Activities performed by any Owner, Tenant, Resident, or Guest on Association property or activities performed by any Owner, Tenant, or Resident off the Association property such as disturbing the peace, fighting, harassment, intimidation, property damage, public drunkenness, vandalism, after notice and an opportunity to be heard on the matter: (1) First Offense—\$100 (2) Second Offense—\$150 (3) Thereafter—Will double for each reoccurrence

#### **CLASS II**

Activities performed by any Owner, Tenant, Resident, or Guest on or off the Association property such as assault, burglary, child abuse, domestic violence, DUI, failure to abide by the requirements of the Association's Crime Free Program, minors in possession of alcohol, possession of illegal drugs, possession of stolen property, or theft, after notice and an opportunity to be heard on the matter: (1) First Offense—\$250 (2) Second Offense—\$300 (3) Thereafter—Will double with each reoccurrence

#### **CLASS III**

Activities performed by any Owner, Tenant, Resident, or Guest on Association property or off the Association property such as aggravated assault, arson, brandishing a weapon, crime related to gang activity, discharge of a firearm, distributing or manufacturing illegal drugs, weapons, kidnapping, or other similar crimes, after notice and opportunity to be heard on the matter: (1) First Offense—\$300 (2) Second Offense—\$350 (3) Thereafter—Fines will double with each reoccurrence



**Legend Villas West Townhouse Association**  
**c/o Vision Community Management**  
**16625 S Desert Foothills Pkwy | Phoenix, AZ 85048**  
**Office: (480) 759-4945 Fax: (480) 759-8683**  
**Email: legendvillaswest@wearevision.com**

**OWNER INFORMATION / AGENT AUTHORIZATION FORM**

Please use this form to provide homeowner address and contact information, and/or to authorize your agent/property manager to access your account. The following information will be kept confidential.

Homeowners Name (s): \_\_\_\_\_ Unit/Lot #: \_\_\_\_\_

Property address: \_\_\_\_\_

Off-site mailing address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**Occupancy (Please check one):**

- Owner Occupied-**Full Time**     Owner Occupied-**Part Time**     Vacant     Rental\*

**If this property is owner occupied, please provide homeowner vehicle information:**

1. Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_
2. Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_
3. Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_
4. Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Plate \_\_\_\_\_

**Agent/Property Manager Authorization (Optional):**

Please provide the following information only if you would like to authorize your agent or property manager to access your account.

Agent Name/Company Name: \_\_\_\_\_ / \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Cell Telephone: \_\_\_\_\_

- Please send a copy of all **violations** to my authorized Agent/Property Manager at the address listed above.
- Please send a copy of all **billing statements** to my authorized Agent/Property Manager at the address listed above.

**\*For Rental Properties: If this property is a rental, completion of the Tenant Tracking Form is required.**

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Email: TenantTracking@WeAreVision.com**

**TENANT TRACKING FORM**

Pursuant to Arizona state law §33-1806.01 / §33-1260.01 which went into effect on July 24, 2014, completion of this form is required if you rent out your home. Each time a new tenant moves into your home, a new form must be completed and a \$25.00 fee paid. If the form is not fully completed or not returned within 15 days from the initial mail date, a \$15.00 late fee will be charged.

Owner Name(s): \_\_\_\_\_ Phone: \_\_\_\_\_

Property Address: \_\_\_\_\_ Email: \_\_\_\_\_

When filling out this information, write N/A if the line is not applicable. If this home is no longer a rental, please check here and return the form to the address below:

**Name(s) of Adult(s) Tenants and Contact Information:**

- |    |       |              |              |
|----|-------|--------------|--------------|
| 1. | _____ | Phone: _____ | Email: _____ |
| 2. | _____ | Phone: _____ | Email: _____ |
| 3. | _____ | Phone: _____ | Email: _____ |
| 4. | _____ | Phone: _____ | Email: _____ |

**Lease Term:**

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  New Lease (\$25.00 Enclosed)  
 Previously Paid – Renewal

Check here if you would like violation letters to be sent to your tenant

**Vehicles:**

- |    |            |             |             |             |
|----|------------|-------------|-------------|-------------|
| 1. | Make _____ | Model _____ | Color _____ | Plate _____ |
| 2. | Make _____ | Model _____ | Color _____ | Plate _____ |
| 3. | Make _____ | Model _____ | Color _____ | Plate _____ |
| 4. | Make _____ | Model _____ | Color _____ | Plate _____ |

**New Leases:** Return this completed form together with a check or money order in the amount of \$25.00 to the address below. If mailing more than 15 days after the lease start date, include the \$15.00 late fee for a total of \$40.00. Make checks payable to:

**Vision Community Management  
16625 S. Desert Foothills Pkwy, Phoenix, AZ 85048**

**Legend Villas West Townhouse 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