

When Recorded Return To:

Stonebridge Gardens, Inc.
c/o Vision Community Management
16625 S. Desert Foothills Pkwy
Phoenix, AZ 85048

AMENDED CRIME FREE RESOLUTION OF
STONEBRIDGE GARDENS, INC.

The STONEBRIDGE GARDENS, INC. (the "Association") adopts the following Resolution in an effort to prevent criminal activity in the community. Adopting this Resolution does not mean that this community is completely free of crime, nor is this Resolution intended to guarantee, assure, and/or warrant that this community is completely crime free. Nothing in this Resolution shall create or assign liability to the Association or its Board of Directors for any damages arising from violations or this Resolution.

The Association and owners of real property therein, are governed by the (1) the Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") and any amendments thereto, (2) Articles of Incorporation, (3) Bylaws and (4) Rules and Regulations (collectively referred to herein as "Governing Documents").

The CC&Rs and Arizona law grant a general power to the Board of Directors to adopt, amend, and repeal rules related to criminal activity, health and safety and other nuisance issues. 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 Resolution:

Owners and Tenants shall participate in the Association's Crime Free Program as outlined below. 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.

Violations of any of the Association's provisions, memorialized herein and in the Resolution, shall be cause for immediate termination of any lease.

Owners and their agents are required to submit the following documents to the Association 10 days prior to the tenant(s) move-in date:

- (1) First and last name of all tenants
- (2) Contact phone numbers of all tenants
- (3) Beginning and ending dates of the tenancy
- (4) All tenant vehicle years, makes, models and license plate information.

Owners must ensure that any prospective Tenant(s) know that the Association is governed by Crime Free Rules, and Owners must provide the following documents to any prospective Tenant before finalizing any lease: (1) Crime Free Lease Agreement, (2) the Resolution, (3) Declaration of Covenants, Conditions and Restrictions, and (4) all Rules and Regulations, including these Rules.

Owners must have all prospective Tenants and Residents over the age of 18 sign the Crime Free Lease Agreement before finalizing any lease.

Prior to renting to any Tenant, Owner must conduct a background/criminal investigation performed on all prospective Tenants and Residents over 18 years of age. The Association has the right to verify all of the information submitted and if found to be false or misleading may demand immediate eviction of the Tenant or Resident.

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 or felony criminal offense involving drugs, weapons, gangs, theft, prostitution, violence, crime against person or property; or, any crime that endangered the health, safety or welfare of others.

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

Any Owner that fails to comply with these Rules and the Resolution 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 \$500 fine to be assessed every 10 days until the violation is cured, after notice and an opportunity to be heard.

Any Owner, Tenant or other Invitee of Owner that commits a Crime while owning or residing in the Association shall be subject to including, but not limited to, the Fines Schedule herein and all other remedies authorized by Arizona law.

The Owner shall be subject to a \$500.00 fine to be assessed every ten (10) days until the Tenant or Resident is evicted, after notice and an opportunity to be heard.

CRIME FREE VIOLATIONS AND FINES

CLASS 1

Activities on or 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 on or off the Association 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 on or off the Association 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

CERTIFICATION

I HEREBY CERTIFY that the foregoing is true and correct and was regularly presented to and adopted by the Board of Directors of the Association at a meeting duly called and held on the _____ day of _____, 2023, at which a quorum was present, and that such Resolution is duly recorded in the minute book of this corporation.

By:
Its: President

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the President of the Stonebridge Gardens, Inc. on behalf of the Corporation.

Notary Public

My Commission Expires: