

Valley Income Properties, Inc.

315 South 48th Street • Ste 101 • Tempe, AZ 85281
(602) 600-0847



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Residency and Financials

1.1 LOCATION

Owner:

Wasko Modern, LLC

Management Company:

Valley Income Properties, Inc.

315 South 48th Street
Ste 101
Tempe, AZ 85281

(602) 600-0847

Tenant(s):

Alexander H. Jackson, Sysaïresse Davis

Alexander H. Jackson

Financially Responsible
(773) 372-0276 (Mobile)
jalex6419@gmail.com

Sysaïresse Davis

Financially Responsible
(312) 402-5770 (Mobile)
Sysaïresse_d@yahoo.com

Michael A. Miller

Other Occupant
(312) 402-5770

2302 E Fort Lowell Rd - 2115
Tucson, AZ 85719

Whereby Tenant(s) agree to jointly and severally rent the premises situated at

Wasko Modern Apartments

2302 E Fort Lowell Rd - 2115
Tucson, AZ 85719
the "Premises."

Bedrooms: 2 / **Bathrooms:** 1.0

Unit: 2115

This Lease is governed by the Arizona Residential Landlord and Tenant Act (Arizona Code Title 33, Chapter 10) (the "Act") and any other applicable Federal, state or local laws. You are advised to read the Act before signing this lease. In case of any conflict between the terms of this lease and the Act, the terms of the act will control.

We hereby disclose and you understand that copies of the Act are available for free from the Arizona Secretary of State's Office.

Notwithstanding anything to the contrary in the lease, you do not have the right to withhold Rent except in accordance with Sections 33-1362, 33-1363, and 33-1364 of the Act.

1.2 NOTICES AND DISCLOSURES

The owner or person authorized to act for and on behalf of the owner, authorized to accept service of process and receiving and receipting for notices and demands, is the Management Company listed above. The Management Company is authorized to manage the Premises. The parties agree that pursuant to ARS 33-1313, that Notice may be given to each party by email to the email address above, or as changed in writing; such email Notice is reasonably calculated to inform the other party in the ordinary course and such Notice shall be deemed received on the date the email is confirmed, or one calendar day after being sent, whichever is earlier.

1.3 LEASE DURATION

The term of tenancy created under this Rental Agreement shall commence on 12/01/2022 and shall expire on 11/30/2023, the "Expiration," and thereafter month to month as provided hereunder. Your month to month tenancy will increase your rent to current market rate plus \$100.00 per month. This month to month increase does not apply to any lease contract with outside housing assistance programs (HAP). Written Termination Notice 60 Days prior to any Expiration is required.

1.4 RENTS AND CHARGES

Deposits and One-Time Charges (Due upon signing):

Prorate Charges (Due upon signing):

Monthly Payment Breakdown:

RUBS Income	\$54.00
Rental Income	\$1,095.00
Total:	\$1,149.00

You cannot occupy your Premises until we receive all sums required to be paid before you move in *and* have completed and executed all lease documents and the Guaranty, if required.

RENT: Tenant rental payment as indicated above is per month plus all applicable taxes and may be adjusted pursuant to A.R.S. 33-1314(E). Rent is due and payable in advance, on the 1st day of each calendar month for which rental is due, and must be received no later than 4:00 p.m. local time, by the Landlord at their address, as listed above. Landlord may designate another place for payment but such designation must be in writing. Any rent received after

the due date and time will be considered delinquent and will be subject to charges hereinafter defined. Delinquent rent must be paid by money order or certified funds, in full, including all charges detailed below, plus all charges allowed by law. Any rent or charges not paid (Balance) become due and payable, as rent, on the subsequent periodic rental due date. In the event this Rental Agreement commences on a date other than the day the Rental is due, the Rental for the partial month shall be calculated upon a prorated rate of the monthly rental multiplied by the number of days until the next Rental due date and shall be payable at the execution of this Rental Agreement. Landlord may, at any time, require future rental and/or other sums due Landlord be paid by money order or certified funds. Tenant assumes the risk of loss for any payment not hand-delivered to Landlord.

1.5 LATE FEES & OTHER CHARGES

Tenant(s) also agrees to pay as additional rent:

1. \$ 75.00 initial late fee
2. \$ 10.00 per day for each day, or portion thereof, that Rent is delinquent.
3. \$ 50.00 for each Tenant(s) check returned by the bank for any reason;
4. \$ 20.00 for each notice served upon Tenant(s) plus any cost associated therewith.

ALL LATE PAYMENTS MUST BE PAID BY MONEY ORDER OR CERTIFIED FUNDS

The acceptance by Landlord of any late or partial payment shall not change the due date or the amount of any required payment in the future nor shall it relieve Tenant(s) from any obligation to pay the balance of any Rent and applicable late fees or charges on the next periodic rent due date.

1.6 DEPOSITS, FEES & CONCESSIONS

\$500.00 represents a refundable security deposit, the "Deposit" which Tenant(s) shall pay to the Landlord upon execution of this Rental Agreement. Such Deposit will be refunded to Tenant(s) as provided herein. Tenant(s) acknowledge that they are not entitled to apply the Deposit toward Rent. All deposits shall be held by Landlord without interest or accounting. Additionally, a non-refundable administration fee of \$150.00 shall be paid by Tenant(s) to the Landlord upon execution of this Rental Agreement to compensate Landlord for administrative costs of the tenancy.

Any concession given at the time of move in will be due and payable to Landlord as rent if the terms of this lease are not fulfilled.

1.7 UTILITIES

Tenant(s) agrees to pay for all utilities, including but not limited to, heating, cooling, electric, gas, sewer, water, and trash removal. Landlord agrees to pay for only the following utilities:

Water/Sewer/Trash \$54

Tenant(s) agrees that all utilities must be maintained and in service at all times; failure to maintain service is a material non-compliance of this Agreement.

1.8 APPLIANCES

The following appliance(s) are located at the property:

Refrigerator/Stove/Microwave/Dishwasher and In unit Washer and Dryer

This/these appliances are personal property which have been left at the Premises for your convenience. Should one or more of these appliances need repair or any maintenance as the result of tenant neglect or misuse, the property owner will not be responsible for the cost of such repairs/maintenance. The Tenant may have the appliance(s) repaired at their own cost. The appliance(s) must be left in the same working condition when the Tenant vacates the property. The Tenant will assume the cost of maintenance and/or repairing the appliance(s) if it/they are non-working or needing repair/maintenance upon vacating the property.

1.9 INTERPRETATIONS

It is understood by the parties to this Agreement, both Landlord and Tenant(s), that the tenancy is governed by the Arizona Residential Landlord & Tenant Act, the "Act," contained in Title 33 Chapter 10, A.R.S. " 33-1301 et seq., as amended. It is the intent of the parties to this Agreement that no duties shall be created or imposed nor rights withheld which shall be contrary to the Act.

1.10 ADDITIONAL LEASE INFORMATION

NONE

By initialing below, you acknowledge and agree to the terms in Section 1.

X SD
Sysaressse Davis

X AHJ
Alexander H. Jackson

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Policies and Procedures

2.1 USE AND ENJOYMENT

The Premises shall be used and occupied exclusively as a private single family residence. No business, trade, profession or commercial activity of any sort shall be conducted therein. Tenant(s) shall not permit the premises, or any portion thereof, including any common areas adjacent to the Premises, to be used in such a manner as to create or maintain a private or public nuisance, to violate any of the applicable Federal, State or local regulations or use the premises for immoral purpose, or to obstruct, interfere with or infringe upon the rights of others. The use or storage of Fireworks as defined in A.R.S. § 36-1601 are prohibited on the premises and a violation hereof shall be considered a material and irreparable breach. The use of the premises or the occurrence of any conduct as described in A.R.S. 33-1368(A), by tenant or tenant's guests or invitees, including, but not limited to material and irreparable breaches shall entitle Landlord to immediate possession of the premises. Tenant(s) agree not to store or place, any items, on the exterior or patios of the Premises other than furnishings

manufactured for exterior use, in good repair, and in actual use; laundry, whether drying or not, is not permitted on the exterior; any exterior property offensive to Landlord must be removed upon request. Vehicles must be licensed, running, and properly parked (no parking on grass or unapproved areas, no backed in parking); no boats, trailers, commercial, RV's, or ATV, vehicles allowed. Tenant(s) shall maintain the Premises in a neat and undamaged condition and, in particular, shall comply with all applicable provisions of the city codes and ordinances. Tenant(s) agrees to 1) dispose of all rubbish, garbage or other wastes in a clean and safe manner; 2) use all plumbing, electrical, sanitary, heating, ventilating, air conditioning facilities and appliances in a safe and reasonable manner; 3) generally conduct themselves and others in their charge, guests and invitees, as to not to interfere with the rights of others, including but not limited to consuming alcohol in the common areas. 4) change air filters on a monthly basis and smoke alarm batteries as needed. Tenant(s) also agree not to keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any reasonable insurance company. Household chemicals shall be kept in appropriate containers and safely stored, and in such minimal amounts as necessary for normal household cleaning and use. Tenant(s) agree to be responsible and repair and/or replace any door or window damaged during the tenancy, regardless of cause.

2.2 NUMBER OF OCCUPANTS

Tenant(s) agrees that the Premises shall be occupied by no more than those specific persons who are listed in the Tenant(s) box, without the written permission of Landlord; only those listed or approved in writing may occupy the premises. Failure to comply with this paragraph shall constitute a material breach and default of this Rental Agreement, as well as a material falsification of the Rental Application and/or Rental Agreement.

2.3 CONDITIONS OF PREMISES, FIRE OR CASUALTY

Tenant(s) stipulate and agree that they have examined the Premises, including all common areas, and at the time of the Rental Agreement it is in good order and repair and the Premises are in a clean, habitable, and tenant-able condition, and as represented in any written materials. Upon termination or Expiration of this Rental Agreement, Tenant(s) agree to surrender the Premises to Landlord in the same condition, reasonable wear and tear excepted. In the event of fire or casualty damage to the premises, the tenant shall have the rights as provided under A.R.S. 13-1366; the parties agree that in the event of partial or total damage to the premises, additionally the Landlord shall have the right to terminate the rental agreement on ten days notice of termination whereupon any prepaid rent or concessions shall be prorated based upon the term completed and the prorated rent due. The parties agree that Tenant(s) shall remain liable for all damages to the premises caused by Tenant(s) or Tenant(s) invitees whether or not this Rental Agreement is terminated, including, but not limited costs to repair, and the lost rent and related charges through the original Rental Agreement Term on page 1 hereof.

IF YOU FAIL TO OBTAIN INSURANCE, YOU BEAR THE FULL RISK OF YOUR OWN LOSS.

2.4 RULES AND REGULATIONS

Tenant(s) hereby agree to abide by the rules and regulations promulgated for the Premises by either the Landlord and/or the

applicable homeowners' association. Tenant(s) hereby acknowledge that they have received a copy of said rules and regulations. Any rule may be added, deleted or amended by Landlord in accordance with law.

By initialing below, you acknowledge and agree to the terms in Section 2.

X SD
Sysaisresse Davis

X AHJ
Alexander H. Jackson

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Responsibilities

3.1 REPAIRS, ALTERATIONS & IMPROVEMENTS

Tenant(s) shall not make repairs, alterations, additions, improvements, change locks, or paint the Premises without first obtaining Landlord's written consent. Said repairs, alterations, additions or improvements shall be at Tenant(s)' sole expense and will become the property of the Landlord unless otherwise agreed to in writing by the parties at the time of Landlord's written consent. Tenant(s) agree that they will not charge or be entitled to receive any reimbursement for any repairs, alterations, or improvements performed without prior WRITTEN consent.

3.2 ACCESS / LOST OR MISPLACED KEYS

As required by law, Tenant(s) shall not unreasonably withhold consent for Landlord to enter the Premises in order to inspect the Premises, make necessary repairs or services, deliver legal notices and verify occupancy. Landlord may also allow a licensed exterminator to enter the Premises for the purposes of pest control. Tenant(s) agrees to permit Landlord to show the Premises to proposed Tenants upon two days notice and give Landlord access as provided by law.

Lost / misplaced keys are not considered an emergency. In the event that a tenant cannot gain entry to the premises, it is Tenant's sole responsibility to regain entry including costs associated with professional assistance and any damages during the process. If locks are changed, tenant must provide landlord with a copy of the key within 24 hours. Furthermore, if the property is master keyed, the tenant will be required to pay followup expenses to add the changed locks to the master key.

3.3 DEFAULT AND ATTORNEY'S FEES

If either the Tenant(s) or Landlord fails to perform any obligation required by this Rental Agreement, including, but not limited to, the timely payment of Rent, the non-defaulting party may exercise all rights and remedies against the defaulting party as shall be allowed by law and equity. In the event legal action is required to enforce any provision of this Agreement or other provisions at law, Attorney's fees and costs are to be awarded to the prevailing party in addition to actual damages sustained and all amounts recoverable by law. In the event of collection action to enforce payment of a

judgment granted, the cost of collection shall be borne by the defaulting party.

3.4 ASSIGNMENT AND SUBLETTING

Tenant(s) have no right to sublet or assign their rights under this Agreement. Any sublease or assignment shall be null and void and Tenant's actions shall be a material breach of this Agreement.

3.5 ABANDONMENT

If Tenant(s) abandons, as defined by A.R.S. 33-1370, the Premises, or vacates the Premises, leaving personal property within the Premises and Landlord reasonably believes that the value of such property is insufficient to cover the costs of moving and storage, as provided in A.R.S. 33-1370, and as it may be amended, Tenant(s) specifically and irrevocably waive any and all title and interest Tenant(s) had to such personal property and grants Landlord full authority to dispose of such personal property without notice, court order or accountability. Should the value of the personal property left within the Premises exceed the costs of moving and storage, in Landlord's opinion, Landlord shall be granted a security interest in such personal property as provided in A.R.S. ' 33-1370, and as it may be amended. Abandonment of the Premises, vacating prior to Expiration, or termination of the Rental Agreement for Tenant(s) breach will subject Tenant(s) to liability for two (2) months rent.

3.6 SUBORDINATION OF RENTAL AGREEMENT

This Rental Agreement and Tenant(s)' leasehold interest here under is subordinate, inferior, and subject to any liens and encumbrances now or hereinafter placed on the Premises by the Landlord; all advances made under any such lien or encumbrance; the interest payable on any such liens or encumbrance; and any and all renewals or extensions of such liens and encumbrances. Tenant agrees not to record this Agreement with the County Recorder. Tenant shall notify Landlord immediately upon receipt of any notice of trustee's sale (foreclosure). Tenant acknowledges that pursuant to law, Tenant's rights under this Agreement may be terminated in the event of a trustee's sale. In the event of a scheduled trustee sale, which has not been canceled within 60 days after written notice of said sale by Tenant to Landlord, Tenant may terminate the rental agreement by a written notice to the Landlord, 60 days prior to the periodic rental date specified in the notice.

3.7 EXPIRATION

At Expiration, this Rental Agreement shall automatically create a month-to-month tenancy unless: (a) Landlord has provided Tenant(s) with written notice of intent not to extend this Rental Agreement on a month-to-month basis, which notice must be delivered to Tenant(s) at least sixty (60) days prior to the Expiration; or (b) Tenant(s) have delivered written notice to Landlord of Tenant(s)' intent to vacate the Premises on the Expiration, at least sixty (60) days prior. Failure of Tenant(s) to provide such written notice of intent to vacate shall be deemed an election to continue the Rental Agreement on a month- to-month basis. Tenant(s) acknowledge that Rent may increase at the renewal of the Rental Agreement or at any time during the month-to-month tenancy. Landlord will give Tenant(s) written notice of any such increase at least sixty (60) days prior to its effect. Landlord reserves the right to deny renewal of this Rental Agreement or to extend the Expiration on a month-to-month basis. Terms of the month-to-month tenancy shall be governed by the terms of this Rental Agreement but Landlord may require a new Rental Agreement to be entered. Should a month-to-month tenancy be created, either party may

cancel the tenancy as provided by law, 60 day Notice of termination may not be revoked by the party giving said notice without the written permission of the recipient. Tenant(s) agree that any 60 day termination notice is applicable to all Tenant(s), even if only a portion of the Tenants authorize said notice; Tenant may not terminate the tenancy of a portion of the Tenants by delivering notice applicable only to a portion of Tenants, any such notice shall terminate the Tenancy of all. Tenant(s) hereby waive any and all ownership interest and title in all personal property left on the Premises after vacating.

3.8 DISPLAY OF SIGNS

During the last sixty (60) days of this Rental Agreement, or at any time Tenant is in Default herein, Landlord, or their agent, shall have the privilege of displaying the usual "For Sale," "For Rent," or "Vacancy" sign on the Premises and to show the Premises upon notice to Tenant(s). Tenant(s) agrees not to place, or to allow anyone to place, any sign on or about the Premises.

3.9 PETS

No pets of any kind, or by whatever name they are called, are permitted on the Premises at any time, except by prior written consent of the Landlord. For a pet to be approved a separate agreement must be signed and a deposit will be required. The keeping of a pet, or allowing a pet on the premises (visiting), for any duration of time shall constitute a breach of this Rental Agreement and may result in the termination of this Rental Agreement and eviction of Tenant(s).

3.10 BINDING EFFECT

The covenants and conditions herein shall apply and bind the heirs, legal representatives and assigns of the parties hereto and all covenants are to be construed as conditions of the Rental Agreement.

3.11 CRIME FREE HOUSING

Tenant(s), Tenant's Guests or invitees, shall not engage in any criminal activity, or any activity intended to facilitate criminal activity, including but not limited to the activities enumerated in A.R.S. '33-1368(A) and/or as prohibited by law. If the Tenant(s), or Tenant's guests, engage in any criminal activity on the premises or in close proximity thereto, such criminal conduct shall be cause for immediate termination for material and irreparable breach of this agreement. Tenant(s) understands and agrees that in any legal proceeding resulting from criminal activity that Tenant's, or Tenant's guests, conduct may be proved by a preponderance of the evidence. Tenant(s) understands and agrees that Tenant's tenancy may be terminated whether or not any criminal charges are filed, pursued or dismissed, and that an eviction will not be delayed for criminal prosecution or determination. Tenant(s) understands and agrees: 1) that Tenant's tenancy may be terminated here under for a single criminal act or violation of this provision, and 2) the issuance of a medical marijuana card does not authorize or allow the use of marijuana on the Premises .

By initialing below, you acknowledge and agree to the terms in Section 3.

X SD
Sysairesse Davis

X AHJ
Alexander H. Jackson

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General Clauses

4.1 SECURITY DEPOSIT POLICY

The Security Deposit is to ensure Tenant(s) compliance with this Rental Agreement. The Security Deposit shall be held, applied and refunded pursuant to law. If any portion of the Security Deposit is retained by Landlord, written notice will be given to Tenant(s) detailing the reason for retention, which shall be provided within the time as allowed by law and only after delivery of possession of the Premises by Tenant(s), and written demand by Tenant(s). The application of any Security Deposit toward Rent, damages, or other charges does not constitute a limit on Landlord's legal rights to all sums due.

TENANT MAY NOT APPLY THE SECURITY DEPOSIT TO THE LAST'S MONTH'S RENT.

Landlord will refund to Tenant(s) all refundable Deposits held upon the following events: (a) Tenant(s) have complied with the terms and conditions of this Rental Agreement including the payment of all sums due for Rent, late fees and damages; (b) a written notice of intent to vacate as provided herein or by law; (c) Tenant(s) make an appointment with Landlord for inspection of the Premises on the move out date; (d) Tenant(s) deliver possession of the Premises to Landlord in as good order and repair and in a clean, habitable, tenable condition as the time the Premises were leased with reasonable wear and tear excepted; (e) Tenant(s) surrenders to Landlord, in person, all keys, openers, permits and property owned by Landlord; and (f) Tenant(s) make written demand for the remaining security deposit. Tenant(s) agree that Landlord may refund said deposit to any or all person(s) named in the Tenant(s) box, Tenant(s) agree Landlord shall have no liability or responsibility for issuing deposits to any particular tenant in full or making a division thereof; Tenant(s), each of them, shall indemnify, and hold harmless, the Landlord from any expenses, claims, or liabilities due to Tenants' deposit apportionment.

4.2 HOLDOVER TENANTS

A holdover tenancy is created if the Tenant(s) fails to deliver possession of the Premises to the Landlord on or before Expiration Date as provided in the Landlord's or Tenant's 60 day notice. A holdover tenant will be assessed the greater of: 1) rent due plus two months rent, or 2) rent due plus twice the Landlord's actual damages.

4.3 LANDLORD'S LIABILITY

Landlord shall not be liable for any injury to any person or to damage to any property unless such harm or damage is due to the specific negligence of Landlord or arises under law. Landlord

recommends that Tenant(s) secure renter's insurance to protect against liability, flood, leaks, property damage or loss. Should Landlord agree to provide Tenant(s) with any service not required by law, Tenant(s) agree to hold Landlord harmless for all liability in connection with said services.

4.4 MOLD INFORMATION AND PREVENTION

It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth within your home. This document contains important information pertaining to the responsibilities of both Landlord and Resident.

(1) PREVENTING MOLD:

- Keep your dwelling clean - particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines - especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off the shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and this rental agreement to repair or remedy the situation, as necessary.

(2) AVOID MOLD GROWTH: It is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level.
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged A/C condensation lines.
- Leaks from plumbing lines or fixtures, leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks.
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking.
- Leaks from clothes dryer discharge vents (which can put excessive moisture into the air).
- Insufficient drying of carpets, carpet pads, shower walls and

bathroom floors.

(3) IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine scented), Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach, which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint prior to cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets - provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothing.

(4) DO NOT CLEAN OR APPLY BIOCIDES TO: (a) visible mold on porous surfaces such as sheetrock walls, ceilings or (b) large areas of visible mold on non-porous surfaces. Instead, notify us in writing and we will take appropriate measures.

(5) COMPLIANCE: Complying with this portion of your lease agreement will help prevent mold growth in your home, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this section of your lease agreement, please contact us at the management office.

If you fail to comply with the above, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling
INTERPRETATIONS: It is understood by the parties to this Agreement, both Landlord and Tenant(s), that the tenancy is governed by the Arizona Residential Landlord & Tenant Act, the "Act," contained in Title 33 Chapter 10, A.R.S. §§ 33-1301 et seq., as amended. It is the intent of the parties to this Agreement that no duties shall be created or imposed nor rights withheld which shall be contrary to the Arizona Residential Landlord & Tenant Act.

4.5 MISCELLANEOUS

(1) If any provision of this Rental Agreement is held to be invalid or unenforceable, such unenforceable provision shall not affect the validity or enforceability or the other provisions hereof.

(2) Where required by law, copies of Federal, State or local regulations will be furnished to Tenant(s) and upon delivery will become an integral part of this Agreement.

(3) It is specifically agreed that each obligation of the Rental Agreement is material and that a violation of any obligation shall constitute a material breach of the Rental Agreement. Tenant(s) are fully aware that this Rental Agreement may not be canceled or otherwise terminated or modified prior to its expiration, except as provided herein, without the written consent of the Landlord. Each Tenant is jointly and severally liable for all terms, conditions, and liabilities of this tenancy, whether by law and/or under the terms hereof, whether residing in the premises or not. Tenant(s)

hereby appoint each other as agents of one another and any notice, direction, or agreement by any portion of Tenants with Landlord shall be enforceable against all Tenants. This Agreement constitutes the entire agreement between the parties, all prior negotiations are hereby merged herein. Tenant(s) acknowledge that there are no oral representations on which they rely unless contained herein.

(4) Tenant(s) agree to abide by any restrictions concerning the property, including but not limited to CC&R's. Landlord does not represent that Tenant(s) occupancy, parking, authorized pets, or other provisions here under, is (are) allowed under said restrictions. In the event said restrictions prohibit any material provision of Tenant(s) occupancy, this agreement shall become a month to month tenancy, terminable by either party as provided by law. Notice of violation from the home-owners association or other proper organization shall be deemed conclusive.

(5) Tenant(s) agree to insure, with "Renters Insurance," the personal property listed below from any and all loss from any cause whatsoever. Tenant(s) shall be responsible for said property, whether insured or not. The following Landlord's personal property is located on the Premises and shall not be removed from the Premises:

(6) **JURY TRIAL WAIVER.** Tenant(s) are hereby notified that in the event of legal action, they would have, as well as the Landlord, the right to a trial by jury. The parties, in a desire for speedy and affordable legal proceedings, if any, HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL in any proceedings arising under this agreement, or the tenancy created hereby, including, but not limited to forcible/special detainer.

Emergency Contact and Authorization for Entry can be provided on your online portal or move-in checklist:

Pursuant to A.R.S. 33-1314(F), please provide us the name and contact information of a person authorized by you to enter your dwelling unit to retrieve and store your personal property if you die, and to whom you authorize entry for in any other event of an emergency. I hereby designate the following person as my emergency contact person ("Emergency Contact"), and authorize the Landlord to grant entry to said person under any circumstances believed by Landlord to be an emergency. My estate and I hereby agree to be fully responsible for the actions of the Emergency Contact, and to indemnify and hold Landlord harmless from all claims relating to the entry and/or removal of personal property from the Premises by the Emergency Contact or any person therewith.

THIS RENTAL AGREEMENT CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCEABLE BY LAW. IF YOU DO NOT UNDERSTAND IT, DO NOT SIGN IT. EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN. THIS AGREEMENT CAN NOT BE MODIFIED EXCEPT IN WRITING.

Tenant(s) hereby states and acknowledges a copy hereof containing the Lead Warning Statement and Lessor's Lead Disclosure, along with any Rules, a move-in form specifying any existing damages, and a pamphlet Protect Your Family from Lead in Your Home, all of which have been delivered to Tenant(s).

If the Premises contain a pool, Tenant acknowledges receiving the Arizona Department of Health Services approved Private Pool Safety Notice as required by A.R.S. '36-1681(E).

Tenant(s) may be present at the move-out inspection. A free copy of the Arizona Residential Landlord and Tenant Act is available through the Arizona Department of Housing office.

Tenant(s) acknowledges that the Tenant(s) may not apply the security deposit towards any rent due in any month. Upon vacating the Premises, Tenant(s) agree to deliver possession of the Premises by returning the keys, with identification of premises attached (address), to the Landlord, in person or at the address as provided herein (unless changed in writing); keys may not be left in the Premises, or given to any person who is not an authorized agent of Landlord.

The Parties hereto hereby certify that they have reviewed this Agreement and the Disclosures, Acknowledgments and Statements herein and that such disclosures, acknowledgments and statements are true and accurate to the best of their knowledge.

By initialing below, you acknowledge and agree to the terms in Section 4.

X SD
Sysaiesse Davis

X AHJ
Alexander H. Jackson

5

Bed Bug Addendum

5.1 GENERAL

If there are any conflicting provisions between this Addendum, the lease agreement or any other agreement between the parties, this Addendum shall control. This addendum is entered into in compliance with A.R.S. § 33-1319, and is intended to govern the rights and obligations of Landlord and Tenant as to bed bugs.

5.2 OBLIGATIONS OF LANDLORD

THE LANDLORD SHALL NOT ENTER INTO ANY LEASE AGREEMENT WITH A TENANT FOR A DWELLING UNIT THAT THE LANDLORD KNOWS TO HAVE A CURRENT BEDBUG INFESTATION. When a unit is known to the Landlord to have bedbugs prior to entry of a lease, Landlord agrees to treat the unit for bedbugs. Upon successful remediation as reasonably determined by the Landlord, the landlord may enter into a lease for the unit. In the event that bed bugs are detected in the unit, and reported proper notice is given by the tenant, the Tenant complies with all of the obligations of this addendum, the Landlord agrees to take all reasonable steps necessary to control or destroy the bedbugs, which may include following the recommended protocol as determined by a licensed pest control service. This requirement in no way limits the landlord's right to use staff to remedy the situation, nor does it relieve the Tenant of liability for the costs to remediate any infestation, or exacerbation thereof, caused by Tenant's act, omission or negligence.

5.3 OBLIGATIONS OF TENANT

BY SIGNING THIS LEASE, TENANT HEREBY REPRESENTS AND AVOWS TO LANDLORD THAT TENANT DOES NOT CURRENTLY HAVE, AND HAS NOT HAD WITHIN THE PREVIOUS SIX (6) MONTHS, A BED BUG INFESTATION. Tenant agrees not to move any items into a unit that the tenant knows, believes or should know that contains bed bugs. The tenant agrees to take reasonable steps to prevent, control and provide notice of any signs of bed bugs within three days of when the bed bugs should have first been recognized by an occupant. Tenant agrees to routinely inspect for signs of pests, including after Tenant has visited another home or a hotel. Tenant agrees to prepare their unit for treatment and comply with all recommendations and requests from management and pest control exterminator prior to the professional treatment including but not limited to: placing all food in properly sealed containers, cleaning the home and all food preparation areas on a daily basis.

5.4 COMPLIANCE

If bedbugs are discovered in the unit or in a surrounding unit, the tenant agrees to comply with additional steps including but not limited to:

1) Placing all bedding, drapes, and rugs in bags to be transported for laundry or dry cleaning. Washing and drying all machine-washable items in the hottest setting. Dry cleaning any items that are not washable and notify the drycleaner of the issue so that proper steps may be taken to remedy the issue.

2) Removing or destroying all infected mattresses in sealed plastic and away from the common trash disposal area. Discard any other items that can not be treated in the same manner.

3) Emptying all closets and furniture from the area during treatment and not returning any of those items until they have been cleared by the pest control exterminator. Following instructions on how to properly clean or destroy any infected items.

4) Deeply vacuum all areas of the unit including but not limited to closets and furniture. Follow instructions on how to properly discard vacuum contents.

5) Move all of the furniture away from the walls and leave access to closet areas.

6) Dispose of personal property, including but not limited to, furniture, clothing or other items that may be infested by bed bugs and their eggs, if deemed necessary, by a pest control exterminator.

7) Any further directions from the pest control exterminator.

5.5 BREACH OF AGREEMENT

In the event of a breach of this addendum by Tenant, Landlord may invoke its legal remedies including but not limited to, holding the tenant liable for the cost of remediation and seeking possession of the premises upon giving 5 day health and safety notice. Conduct that constitutes such a material health and safety breach includes failure to promptly notify Landlord of evidence of any pest infestation, refusal to permit Landlord to enter to inspect for infestation or to perform eradication treatments, and failure to complete all required pre-treatment and post-treatment activities, including a failure to report ineffective treatment or re-infestations.

The tenant acknowledges that the Owner is not an insurer of tenant's property and is encouraged to have insurance to cover any losses. Furthermore the tenant agrees to indemnify and hold harmless the Owner and its agents from any claims, including attorney fees, which the tenant may incur as a result of the negligence of the tenant or their guests. Tenant may be liable for failing to comply with this addendum. Owner and its agents shall not be liable to tenant or their guests for any harm as a result of any pest issue other than for the intentional failure to address a pest issue.

By initialing below, you acknowledge and agree to the terms in Section 5.

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Sysaisresse Davis

X AHJ
Alexander H. Jackson

6

Protect Your Family From Lead In Your Home

6.1 SIMPLE STEPS TO PROTECT YOUR FAMILY FROM LEAD HAZARDS

If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978? Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly. By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

Landlords will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

If you want more information on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

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Important!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

Fact: Lead exposure can harm young children and babies even before they are born.

Fact: Even children that seem healthy can have high levels of lead in their bodies.

Fact: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

Fact: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

Fact: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets In The Body In Many Ways

1 out of every 11 children in the United States has dangerous levels of lead in the bloodstream.

Even children who appear healthy can have dangerous levels of lead.

People can get lead in their body if they:

- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contain lead.
- Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:

- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.
- Children's growing bodies absorb more lead.
- Children's brains and nervous systems are more sensitive to the damaging effects of lead.

Lead's Effects: If not detected early, children with high levels of lead in their bodies can suffer from:

- Damage to the brain and nervous system
- Behavior and learning problems (such as hyperactivity)
- Slowed growth
- Hearing problems
- Headaches

Lead is also harmful to adults. Adults can suffer from:

- Difficulties during pregnancy
- Other reproductive problems (in both men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Lead affects the body in many ways.

Checking Your Family For Lead

Get your children tested if you think your home has high levels of lead.

A simple blood test can detect high levels of lead. Blood tests are important for:

- Children who are 6 months to 1 year old (6 months if you live

- in an older home that might have lead in the paint).
- Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. Treatment can range from changes in your diet to medication or a hospital stay.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. In 1978, the federal government banned lead-based paint from housing. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint, or other sources such as past use of leaded gas in cars.)

Where Lead Is Likely To Be A Hazard

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead-based paint that is in good condition is usually not a hazard.

Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, and banisters.
- Porches and fences.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see below) to find out about soil testing for lead.

Checking Your Home For Lead Hazards

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead hazards in one of two ways, or both:

- A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. The federal government

is writing standards for inspectors and risk assessors. Some states might already have standards in place. Call your state agency for help with locating qualified professionals in your area (see below).

Trained professionals use a range of methods when checking your home, including:

- Visual inspection of paint condition and location.
- Lab tests of paint samples.
- Surface dust tests.
- A portable x-ray fluorescence machine.

Home test kits for lead are available, but the federal government is still testing their reliability. These tests should not be the only method used before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead.
- **Remember: Never Mix Ammonia And Bleach Products Together Since they Can Form A Dangerous Gas.**
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.

How To Significantly Reduce Lead Hazards

- Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.
- Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions like repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will not eliminate all risks of exposure.
- To permanently remove lead hazards, you must hire a lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

Always hire a person with special training for correcting lead problems--someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. If possible, hire a certified lead abatement contractor. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see below) for help with locating qualified

contractors in your area and to see if financial assistance is available.

Remodeling Or Renovating A Home With Lead-based Paint

If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined above in this brochure.

Other Sources Of Lead

While paint, dust, and soil are the most common lead hazards, other lead sources also exist.

- Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your clothes separately from the rest of your family's.
- Old painted toys and furniture.
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- Lead smelters or other industries that release lead into the air.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

6.2 FOR MORE INFORMATION

The National Lead Information Center

Call 1-800-LEAD-FYI to learn how to protect children from lead poisoning.

For other information on lead hazards, call the center's clearinghouse at 1-800-424-LEAD. For the hearing impaired, call, TDD 1-800-526-5456 (FAX: 202-659-1192, Internet:

EHC@CAIS.COM).

EPA's Safe Drinking Water Hotline

Call 1-800-426-4791 for information about lead in drinking water.

Consumer Product Safety Commission Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772. (Internet: info@cpsc.gov). For the hearing impaired, call TDD 1-800-638-8270.

State Health And Environmental Agencies

Arizona

(602) 542-7307

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices
(303) 293-1603

Region 9 (Arizona, California, Hawaii, Nevada) 75 Hawthorne Street
San Francisco, CA 94105
(415) 744-1124

CPSC Regional Offices

Eastern Regional Center
6 World Trade Center
Vesey Street, Room 350
New York, NY 10048
(212) 466-1612

Central Regional Center
230 South Dearborn Street
Room 2944
Chicago, IL 60604-1601
(312) 353-8260

Western Regional Center
600 Harrison Street, Room 245
San Francisco, CA 94107
(415) 744-2966

By initialing below, you acknowledge and agree to the terms in Section 6.

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Alexander H. Jackson

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Residential Pool Safety Notice

7.1 OFFICE OF ADMINISTRATIVE RULES

AN IMPORTANT NOTICE ABOUT POOL SAFETY

The purpose of this notice is to educate residential pool* owners on proper pool safety and the legal requirements of pool ownership. Each year in Arizona, too many young children are victims of drownings or near drownings. The Arizona State Legislature recognized this threat to the health and safety of children and passed A.R.S. § 36-1681 to prevent children from gaining unsupervised access to residential swimming pools. In A.R.S. § 36-1681(E), the Legislature requires that all pool owners receive a safety notice explaining the Arizona Department of Health Services' recommendations on pool safety and the legal requirements of pool ownership.

Permission to quote from or reproduce this notice for non-commercial purposes is granted when due acknowledgement is made. Quotation from or reproduction of this notice for a commercial purpose is governed by A.R.S. § 39-121.03.

ARIZONA DEPARTMENT OF HEALTH SERVICES POOL SAFETY RECOMMENDATIONS

- A child should never be left unattended in the pool or pool area.
- A child should always be watched when in or around the pool area. Flotation devices and swimming lessons are not substitutes for supervision.
- CPR instructions and the 911 emergency number should be posted in the pool area.
- All residential pool owners should attend water rescue and CPR classes.
- Lifesaving equipment should be easily accessible and stored in the pool area.
- A phone should be located in the pool area or easily accessible in case of an emergency.
- All gate locks and latches should be checked regularly to insure they are working properly.
- A gate should never be left propped open.
- All items that could be used to climb a pool barrier should be removed from around the barrier.

A.R.S. § 36-1681 requires that all residential swimming pools are enclosed by a barrier. Unless a local code** provides otherwise, the barrier must:

- Entirely enclose the pool area,
- Be at least 5 feet high,
- Not have openings, handholds, or footholds that can be used to climb the barrier,
- Have no openings through which an object 4 inches in diameter can pass,
- Be at least 20 inches from the water's edge, and
- Prevent direct access from the house to the pool.

If the wall of the residence forms part of the pool enclosure, there

must be:

- A barrier at least 4 feet high between the residence and the pool, or
- A motorized safety pool cover that requires a key switch and meets the American Society of Testing and Materials (ASTM) standards in F1346-91 (www.astm.org), or
- Self-latching devices on all doors with direct access to the pool, and
- Self-latching devices at least 54 inches above the floor on all emergency or rescue windows with direct access to the pool or pool area, and
- For all other open-able windows with access to the pool or pool area, screwed in place wire more than 4 inches, or self-latching devices at least 54 inches above the floor.

GATE REQUIREMENTS

A.R.S. § 36-1681(B)(3) requires that all gates for the pool enclosure be self-closing, self-latching, and open outward from the pool. The latches must be:

- Located at least 54 inches above the ground; or
- If on the pool side, with a release mechanism, located at least 5 inches below the top of the gate, and so that no opening greater than 1/2 inch is within 24 inches of the release mechanism; or
- Secured at any height if secured by a padlock or similar devices that requires a key, electronic opener, or integral combination.

ABOVE GROUND POOL

A.R.S. § 36-1681(C)(4) requires that the exterior sides of an aboveground pool are nonclimbable and a minimum of 4 feet high. Any access ladder or steps must be secured and locked or removed when the pool is not in use.

REMEMBER

1. Supervision is the only way to prevent drownings.
2. Never leave a child unattended in the water or pool area.
3. And always watch a child when in the water or pool area.

IN AN EMERGENCY

1. Shout for help.
2. Pull the child from the water.
3. Call 911 (or the local emergency number) for help.
4. Check airway and breathing. If needed, start CPR immediately.

* "Pool" means an in-ground or above ground swimming pool or other contained body of water 18 or more inches in depth, wider than 8 feet at any point, and intend for swimming, pursuant to A.R.S. § 36-1681(A).

** Phoenix, Peoria, Tucson, and some other cities and unincorporated areas of Maricopa, Pima, and Pinal counties have different pool barrier requirements. Check with your local city and county governments to see if they have adopted different pool barrier requirements.

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By initialing below, you acknowledge and agree to the terms in Section 7.

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Sysaiesse Davis

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Alexander H. Jackson

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Rules and Regulations

8.1 COMMON AREAS

1. The sidewalks, driveways, passages and common areas shall not be obstructed nor used for any other purpose other than ingress and egress to and from units. Bicycles, skateboards, etc. are not permitted on community sidewalks.
2. Bicycles must be parked in bicycle racks in the parking areas (if provided by your community) or stored in your residence. They are not to be placed on balconies.
3. Most of our complexes do not have recreational facilities for children. At those that do, we request all children be supervised by an adult and that normal safety measures are followed.
4. Children under the age of 14 must be accompanied by an adult when using the pool. Use of pool by guests requires advance permission of the manager. Rules and regulations regarding the use of swimming pools are posted and must be complied with.
5. Digging in any area shall not be permitted.
6. Laundry rooms shall be kept clean at all times. Please turn off the lights when not in use. Close door when leaving.
7. Trash containers are placed in various places in the complex. These dumpsters are provided for your convenience. However, do not place trash on the ground if these are full. Simply proceed to the next dumpster to dispose of your trash.

8.2 CAR WASHING

Do not wash or hose down vehicles in the areas surrounding the building and/or parking areas.

8.3 PARKING

1. For safety and consideration park all vehicles head-in. Do not back in. Only one car is allowed per space.
2. Major auto repairs are not to be done in the parking areas, this includes oil changing. Inoperable vehicles, vehicles without proper registration, or vehicles improperly parked will be towed at the owner's expense without notice.
3. Motorcycles and/or motor bikes are considered vehicles and are to be parked accordingly in a designated parking space.
4. Drinking is not allowed in the public areas of the apartment community including parking lots.
5. Parking is provided as a convenience to our residents. Visitors staying for 1-2 days are allowed to park in the lot without notice to management. Any visitor parking for an extended period of time must provide notice to management indicating the details of the vehicle and the length of the stay. Any resident and/or visitor not following this rule will have their vehicle(s) towed at the owner's expense.

8.4 OTHER

1. Vocal or instrumental music and TVs must not exceed your apartment. Noisy, disorderly or offensive conduct, or conduct annoying or disturbing to other tenants, shall be grounds for termination of occupancy.
2. Pets are prohibited unless otherwise approved by management in writing. Management will not accept more than two (2) pets per unit. Each pet cannot weigh in excess of 25 pounds at maturity. Two photographs of each pet are required. Violation of this will result in retroactive additional fees and deposits in accordance with our pet rider and with the inception of your lease.
3. We suggest residents obtain renters insurance for fire, theft, etc. as our master insurance policy covers only building and contents belonging to us.
4. Generally, internal transfers are not allowed. If such a request is approved, we will have to charge you an amount equal to the cost of cleaning and preparing your apartment for the next resident.
5. You will be responsible for any misconduct or negligence for any member of your family or guests.
6. Overnight house guests must be limited to two persons for two nights only, except by prior permission of manager.
7. Clothing, towels or other personal belongings are not permitted on the hand rails or balcony rails and walkways. Patios and balconies are for your pleasure. Only plants and patio furniture are allowed.
8. Manager cannot take personal telephone calls or personal messages for residents.
9. If refrigerators are damaged during defrosting, repair or replacement is at resident's costs.
10. Waterbeds allowed with certificate of insurance provided to the manager.
11. Adding, changing or in any way altering locks installed on the doors of the apartment is prohibited.
12. No goods or materials of any kind which are combustible or would increase fire risk shall be placed in apartments or storage areas. Bar-b-ques shall be operated only in areas designated by Management, not on covered balconies or covered patios.

8.5 MAINTENANCE

For **NON-EMERGENCY** maintenance service, please submit your request either through or web site at www.valleyincome.com or through your tenant portal.

For **EMERGENCY** maintenance service, please call our main office at (602) 633-1350 and follow the appropriate prompts. If your issue is life threatening, please call 911.

By initialing below, you acknowledge and agree to the terms in Section 8.

X SD
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Alexander H. Jackson

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Pet Policy Addendum

9.1 GENERAL

This is an addendum to the lease dated 11/29/2021, by and between Valley Income Properties as leasing agent and as tenants, for the property located at
2302 E Fort Lowell Rd
Tucson, AZ 85719

9.2 REQUIREMENTS

The following requirements must be met PRIOR to consideration of pet approval by leasing agent: (NOTE: This relates only to prospective new pets, and does not apply to pets grandfathered in by a prior lease.)

Tenant must apply to management in writing of intent to admit a new pet to the community.

1. Only traditional pets are allowed, to include the following: Dogs (under 30 lbs.), cats, rabbits, guinea pigs, hamsters, gerbils, birds, and fish.
2. Dogs and cats over the age of 6 months must be spayed or neutered, and proof thereof provided.
3. Verification that the pet is current on their vaccinations.
4. Provide management with two (2) clear photos of the pet.
5. Pet has functional collar with current identification tags.
6. Birds and small mammals must be caged at all times.

9.3 PET DEPOSIT

Upon approval of pet by management (within 48 hours) tenant shall provide additional deposit of \$300.00, all of which is non-refundable.

9.4 RULES

All approved pets must abide by the following rules of the property.

1. All pets, including cats are to be indoor pets.
2. Pet is to be restrained at all times via a leash, harness, or carrier when outside of the residence.
3. Pet to collar with proper and current tags at all times.
4. Tenant will immediately clean up after the pet and is subject to fines of \$25.00 (per occurrence) for maintenance/management to clean up after pet.
5. Tenant to maintain an active flea control program.
6. Pet is to not disturb other tenants in any way or in any manner. Complaints will be registered.
7. Tenant will not feed or otherwise harbor stray animals.
8. Any pet who causes bodily injury to any resident, shall be immediately and permanently removed from the premises without prior notification.

9.5 LIABILITY

- A resident's liability for damages caused by his/her pet is not limited to the amount of the deposit. The resident will be required to reimburse Valley Income Properties for the actual cost of any and all damages caused by his/her pet.
- Any pet who causes bodily injury to any resident, shall be immediately and permanently removed from the premises without prior notification.
- Any necessary fumigation of an apartment/townhouse will be the responsibility of the pet owner, who will bear the cost.
- Charges for unclogging toilets or clean-up of common areas required because of attributable pet nuisance shall be billed to and paid by the resident pet owner.

By initialing below, you acknowledge and agree to the terms in Section 9.

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Alexander H. Jackson

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By initialing below, you acknowledge and agree to the terms in Section 10.

Crime Free Lease Addendum

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Alexander H. Jackson

10.1 CRIME FREE LEASE ADDENDUM

In consideration for the execution or renewal of a lease of the dwelling unit identified in the lease, Manager or Owner and Resident agree as follows:

1. Resident, any member(s) of the resident's household, a guest or any other person affiliated with the resident at or near the resident premises are prohibited from:

a. Engaging 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 an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).

b. Engaging in any act intended to facilitate criminal activity or permitting the dwelling unit to be used for criminal activity.

c. Engaging 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.

d. Engaging in any 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, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent, or other tenant, or involving imminent or actual serious property damage, as defined in A.R.S. 33-1368.

2. VIOLATION OF THE ABOVE PROVISIONS 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 added 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 provided by law, proof of violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

3. I hereby authorize property management to use any police generated reports against me as direct evidence in all eviction hearings.

4. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.

5. This Lease Addendum is incorporated into the lease or renewal thereof, executed or renewed at any time between Landlord/Manager and Resident/Lessee.

11

Sign and Accept

11.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

X *Sysaïresse Davis*

Lessee

IP Address: 168.174.252.38
11/04/2022 12:48pm MST

X *Alexander H. Jackson*

Lessee

IP Address: 70.172.24.62
11/05/2022 01:23am MST

X *Tami Linkletter Regional
Manager*

Lessor

IP Address: 68.10.46.56
11/07/2022 03:23pm MST