

Cottonwood Square and Cottonwood Commons Homeowners Association, Inc.

PO Box 25466

Tempe, Arizona 85285-5466

Phone (480) 820-3451 Fax (480) 820-7441

Dear Cottonwood Square and Commons Member

The continuing policy adopted by the Board of Directors in conformance with A.R. S. & 33-1806.01 regarding the leasing of property in the community; the full text of that statute which became law July 2014, can be found on the following page. **Noncompliance with this policy may result in violations and fines.**

In the event you own one or more Lots in Cottonwood Square and Commons, which you lease, please fill out and return the Lease/Rental Information Registry form along with \$25.00 payable to the Association for each property under lease as provided for by the statute.

For each new tenancy going forward, you must provide the Association with a new Lease/Rental Information Registry Form within fifteen (15) days from the beginning of each new tenancy along with payment of the \$25.00 fee. Also, for each renewal of a tenancy or for a new tenancy, all leases must include the enclosed Crime Free Lease Addendum.

In the event you own one or more lots in Cottonwood Square and Commons not currently under lease, that in the future become leased property, you must notify the Association by filling out the Lease/Rental Information Registry form within fifteen (15) days from the beginning of the tenancy and send it to the Association along with the \$25.00 fee.

For each renewal of a tenancy or for a new tenancy, all leases must include the enclosed Crime Free Lease Addendum.

The Association requires the following information:

- Name and contact information for any adult (18 and older) occupying the property.
- Time period of the lease including beginning and ending dates of tenancy.
- A description and license plate number of the of the tenant's vehicles.
- Crime Free Lease Addendum

Please feel free to contact me with any questions at Lori@kinneymanagement.com or by phone at 480-820-3451 ext. 227.

Sincerely,

Lori McNerlin

Community Manager

On Behalf of the Board of Directors

33-1806.01. Rental property; member and agent information; fee; disclosure

A. A member may use the member's property as a rental property unless prohibited in the declaration and shall use it in accordance with the declaration's rental time period restrictions.

B. A member may designate in writing a third party to act as the member's agent with respect to all association matters relating to the rental property, except for voting in association elections and serving on the board of directors. The member shall sign the written designation and shall provide a copy of the written designation to the association. On delivery of the written designation, the association is authorized to conduct all association business relating to the member's rental property through the designated agent. Any notice given by the association to a member's designated agent on any matter relating to the member's rental property constitutes notice to the member.

C. Notwithstanding any provision in the community documents, on rental of a member's property an association shall not require a member or a member's agent to disclose any information regarding a tenant other than the name and contact information for any adults occupying the property, the time period of the lease, including the beginning and ending dates of the tenancy, and a description and the license plate numbers of the tenants' vehicles. If the planned community is an age restricted community, the member, the member's agent or the tenant shall show a government issued identification that bears a photograph and that confirms that the tenant meets the community's age restrictions or requirements.

D. On request of an association or its managing agent for the disclosures prescribed in subsection C of this section, the managing agent or, if there is no managing agent, the association may charge a fee of not more than twenty-five dollars, which shall be paid within fifteen days after the postmarked request. The fee may be charged for each new tenancy for that property but may not be charged for a renewal of a lease. Except for the fee permitted by this subsection and fees related to the use of recreational facilities, the association or its managing agent shall not assess, levy or charge a fee or fine or otherwise impose a requirement on a member's rental property any differently than on an owner-occupied property in the association.

E. Notwithstanding any provision in the community documents, the association is prohibited from doing any of the following:

1. Requiring a member to provide the association with a copy of the tenant's rental application, credit report, lease agreement or rental contract or other personal information except as prescribed by this section. This paragraph does not prohibit the association from acquiring a credit report on a person in an attempt to collect a debt.
2. Requiring the tenant to sign a waiver or other document limiting the tenant's due process rights as a condition of the tenant's occupancy of the rental property.
3. Prohibiting or otherwise restricting a member from serving on the board of directors based on the member's not being an occupant of the property.
4. Imposing on a member or managing agent any fee, assessment, penalty or other charge in an amount greater than fifteen dollars for incomplete or late information regarding the information requested pursuant to subsection C of this section.

F. Any attempt by an association to exceed the fee, assessment, penalty or other charge authorized by subsection D or E of this section voids the fee, assessment, penalty or other charge authorized by subsection D or E of this section. This section does not prevent an association from complying with the housing for older persons act of 1995 (P.L. 104-76; 109 Stat. 787).

G. An owner may use a crime free addendum as part of a lease agreement. This section does not prohibit the owner's use of a crime free addendum.

H. This section does not prohibit and an association may lawfully enforce a provision in the community documents that restricts the residency of persons who are required to be registered pursuant to section 13-3821 and who are classified as level two or level three offenders.

I. An owner of rental property shall abate criminal activity as authorized in section 12-991.

COTTONWOOD SQUARE AND COMMONS HOMEOWNERS ASSOCIATION, INC.
P.O. BOX 25466
TEMPE, ARIZONA 85285-5466
PHONE (480) 820-3451 FAX (480) 820-7441

Lease/Rental Information Registry

Please provide the following information to comply with the Association's lease/rental policy and A.R.S. § 33-1806.01. If you own more than one Lot under lease, please copy this form and complete one form for each Lot and mail to the Association at the address above along with \$25.00 for each Lot payable to the Association.

Lot Owner(s): _____

Lot Address: _____ Lot Number: _____

Start date of Lease: _____ End date of Lease: _____

The following must be filled out to include all adult [18 and older] occupants of the Lot regardless of whether or not that adult occupant is a party to the lease.

Name: _____

Phone number: _____

Email address: _____

Name: _____

Phone number: _____

Email address: _____

Name: _____

Phone number: _____

Email address: _____

Name : _____

Phone number: _____

Email address: _____

Vehicle make/model/color _____ License No. _____

Vehicle make/model/color _____ License No. _____

Vehicle make/model/color _____ License No. _____

Vehicle make/model/color _____ License No. _____

Crime Free Lease Addendum

Keep Illegal Activity Off Rental Property

Arizona Version

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

Resident, any members of the resident's household or a guest or other persons affiliated with the resident:

1. Shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C.802])
2. Shall not engage in any act intended to facilitate criminal activity
3. Shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless or whether the individual engaging in such activity is a member of the household, or a guest
4. 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
5. Shall not engage in any illegal activity, including prostitution as defined in A.R.S. 13-3211, criminal street gang activity as defined in A.R.S. 13-105 and 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
6. 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
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

_____ Date: _____
Resident Signature

_____ Date: _____
Property Manager/Owner's Signature

Property Name/Location