

Boulder Canyon Homeowner Association Lease Requirements and 30 Day Rental Policy

In September 2015, at its monthly meeting, the Board of Directors of Boulder Canyon Homeowners Association approved this amendment to the Association's existing **30 Day Minimum Rental Policy** which imposes a penalty fine of **\$300.00 for each** violation by any owner or corporate owner who does not comply with this policy. Policy revised inclusive of revised AZ Statutes A.R.S. Section 33-1301.

Pursuant to Article VII Section 7.21 of the Boulder Canyon Covenants, Conditions and Restrictions (CC&R's) a **Minimum Rental Period of 30 Days** is required for each lease period and will be strictly enforced. **This means that only ONE lease per Unit may be executed during any 30 day lease period; that NO additional weekly or bi-weekly leases or subleases for that unit will be allowed by Owners, Occupants, Tenants, or Agents during that 30 day period. The month of February, while less than 30 days, is considered a 30 day rental period for this purpose. Violations will be assessed a fine for EACH infraction found.**

No Unit Owner may lease less than his entire Unit. All leases shall be in writing, shall provide that the terms of the lease, shall be subject in all respects to the provisions of the Condominium Documents and that any failure by the lessee to comply with the terms of the Condominium Documents shall be a default of the lease. Upon leasing his unit, a unit owner shall promptly notify the Association of the commencement date and termination date of the lease and the names of each lessee or other person who will be occupying the Unit during the term of the lease by submitting a Declaration of Lease/Rental Agreement. The agreement may be obtained at <http://bouldercanyonhoa.com/Documents.html>

In addition to the \$300.00 fine imposed on 30 day minimum lease policy violations, and in accordance with Article X Section 10.8 of Boulder Canyon CC&R's, violations of the Section 7.21 will result in the following:

- Privileges and access to Common Areas will be suspended until the violation is corrected and the fine is paid in full. This includes pool, spa, clubhouse and fitness center.
- All expenses related to the collection of fines, including attorney fees and collection agency fees, will be the Unit Owner's responsibility.

If you are an owner of a Unit at Boulder Canyon Condominiums and lease your Unit(s) you are REQUIRED to comply with the following (this includes current long term pre-existing leases):

1. Rent for a minimum of 30 days (same tenant for entire lease period - no subleasing)
2. Rent the entire Unit (not individual rooms)
3. Execute a written lease, subject in all respects to the Condominium Documents. Lease document must be provided PRIOR to occupancy or face \$15 fine pursuant to ARS Section 33-1301*
4. Remit payment of Association Administration Fee of \$25 for each new tenancy (excluding a renewal of lease) To be paid within 15 days after postmarked request for payment.*
5. Adhere to standard "single family" use as defined in Section 1.32 of the CC&R's
6. To be in compliance with the Rental Policy requirements, all landlords AND tenants must complete and submit a Boulder Canyon Declaration of Lease/Rental stating that they have received, read, and agree to abide by the CC&R's, Bylaws and Rules of Boulder Canyon.

Completion of the Declaration of Lease / Rental Roster form is required for every New or Existing Lease. Completed, signed and dated form(s) must be submitted PRIOR to EACH occupancy.

For classification purposes, the Declaration of Lease/Rental Agreement must be received no sooner than ten (10) days prior to EACH lease occupancy or extension of lease but no later than initial occupancy date to: Boulder Canyon Condominiums Homeowners Association, c/o Paul Ash Management, 3499 N. Campbell Ave, Ste 907, Tucson, AZ 85719 or FAX to (520)795-9849.

*Additional information provided in attachment:

BC Board of Directors Policies and Procedures RE: Rental Units.

THE BOULDERS AT LA RESERVE CONDOMINIUM ASSOCIATION
Board of Director's Policies and Procedures Re: Rental Units

At a meeting of the Board of Directors of The Boulders at La Reserve Condominium Association (the Association), an Arizona non-profit corporation, duly called and held on the 16th day of September, 2015, a quorum being present and voting, the following resolution was unanimously adopted pertaining to rental units in the Condominium:

Each Owner shall have the right to lease his/her Unit, subject to the following conditions and restrictions:

1. **Obligations of Tenants.** All provisions of the Condominium Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to tenants. The Owner shall provide his/her tenant with copies of the Condominium Documents. In the event the Owner fails to do so, the Association may provide copies to the tenant and charge the Owner the cost of doing so.
2. **Requirements for Leases.** All leases shall be in writing and shall specifically provide:
 - 2.1. The lease is subject in all respects to the provisions of the Condominium Documents.
 - 2.2. Any failure of the tenant to comply with the terms and conditions of the Condominium Documents constitutes a material default of the lease, and the Owner shall be entitled to reenter and retake possession of the premises pursuant to the provisions of the Arizona Landlord Tenant Act, A.R.S. Section 33-1301 et seq.
 - 2.3. All leases shall be for a term of not less than 30 days.
3. **Notification to Association.** Within 15 days of lease inception, an Owner leasing his/her Unit shall give the Association, in writing, the following information:
 - 3.1. The name and contact information for any adults occupying the Unit;
 - 3.2. The time period of the lease, including the beginning and ending dates of the tenancy; and
 - 3.3. A description and the license plates of the tenants' vehicles.
4. **Penalty for Failure to Comply with Notification Requirements:** If an Owner or managing agent fails to provide all of the information required under Paragraph 3 within 15 days of lease inception, a monetary penalty in the amount of \$15.00 shall be imposed by the Association as authorized by A.R.S. §33-1260.01(E)(4). In addition, swimming pool access will not be permitted through the electronic card system without the required notification.
5. **Rental Fee:** In accordance with A.R.S. §33-1260.01(D), the Association or its managing agent shall charge a fee of \$25.00 for each new tenancy for the Unit (excluding a renewal of a lease). The \$25.00 fee shall be paid within 15 days after the postmarked request for payment.
6. **Enforcement of Leasing Restrictions:** An Owner shall be responsible for any violation of the Condominium Documents by his/her tenant or any other persons residing in the Unit, and their guests or invitees. In the event of any violation, the Owner, upon demand of the Association, shall immediately take all necessary action to correct any such violations.

7. Owner's Agent.

- 7.1. An Owner may designate in writing a third party to act as the Owner's agent with respect to all Association matters relating to the rental unit, except for voting in Association elections and serving on the Board of Directors.
- 7.2. The Owner shall sign a written designation of agent, and shall provide a copy to the Association.
- 7.3. Any notice given by the Association to an Owner's designated agent on any matter relating to the rental unit constitutes notice to the Owner.

8. Abatement of Criminal Activity. An Owner of rental property shall abate criminal activity as authorized in A.R.S. §12-991.

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