



## **Rental Policy and Rules**

Pursuant to ARS §33-1806.01; Its Declaration of Covenants, Conditions and Restrictions (CC&Rs); and any Rules adopted by its Board of Directors, Casas Adobes Terrace Homeowners Association (CATHOA) through its Board of Directors adopts this policy as set forth in the procedures and rules below to protect property values; and to assist Tenants in becoming familiar with their new community and in complying with its practices, rules and regulations; and to make their transition a helpful and friendly experience while promoting harmony and maintaining the high quality of life, safety, and other Owner vested interests existing within our Community.

1. Homeowners are permitted to let their homes for rent and are not required to provide advance notice to CATHOA before offering their property for rental. At no time will less than the whole property be leased to a single family tenant. CATHOA defines a single family as one or more persons related by blood, marriage, or adoption; or a group of not more than three persons not so related. 'Sub-letting' by an existing lease holder (tenant) is not permitted and all tenants (residents, occupants) must have a lease agreement with the Homeowner. Leases shall be for no less than six consecutive months. Homeowners are encouraged to include the attached Crime Free Lease Addendum offered by the Pima County Attorney's office in the lease.
2. Homeowners remain accountable for their Tenant's compliance with CATHOA's CC&Rs; Architectural Standards; and any Rules, including but not limited to maintenance and upkeep, improvements, parking, and nuisances. Homeowners will make the requirement to comply with CC&Rs, Architectural Standards and other CATHOA Rules a part of the written rental agreement binding all parties. Violations may result in fines or other legal remedies (may extend to tenant) being levied against the Homeowner as specified in CATHOA's Violation and Fine policies. Tenants will be copied on violation notices to facilitate compliance.
3. Within 15 days of signing a rental agreement the Homeowner shall inform CATHOA in writing that the property has been leased and provide the legally required disclosure information by completing and submitting the attached 'Tenant Information Form' to CATHOA's Management Company. If any of the information changes e.g., tenants added or leaving, change of vehicles, renewal of the lease, the updated information will be provided to CATHOA's Agent in writing within 15 days of taking effect. Failure to provide this information completely and within 15 days may result in assessment of a \$15 fine to the homeowner.
4. Each time new tenants take up residence, either by creation of a new lease or adding a new tenant to an existing lease, CATHOA will charge a \$25 administrative fee as an assessment. Payment is due within 15 days of being billed. No fee is charged for renewal of an existing lease without a change of tenants.
5. CATHOA will provide new tenants with a Welcome Letter / Friendly Reminders that include contact information; address for Community website; a summary of key rules and practices such as vehicle parking, trash collection, maintenance, Architectural Control, and information on Neighborhood Watch; and, from time to time, may send other written materials such as newsletters and event notices, etc. It is the obligation of Homeowners to provide any additional documentation such as CATHOA's CC&Rs and Policies to their Tenant which will be provided at a fee per the established cost schedule for printed media. Or, these materials are available for free from CATHOA's Community website – [www.casasadobesterrace.com](http://www.casasadobesterrace.com).
6. Homeowners may designate an agent or manager to act on their behalf in managing the leased property. Such agent may also be designated to act on their behalf in dealing with CATHOA. Such designation must be made in writing. Homeowners should be aware of and agree that once such designation is made all contacts with CATHOA, whether by mail, telephone, or electronic media would be directed to the designated agent and that constitutes legal notice to and does not absolve the Homeowner from any liabilities or obligations that go with their membership in CATHOA.



## Tenant Information Form

Homeowner (Landlord) Name: \_\_\_\_\_ Lot #: \_\_\_\_\_

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

Homeowner Telephone Number and Email: \_\_\_\_\_ / \_\_\_\_\_

Name of Designated Agent (if applicable): \_\_\_\_\_

Address of Designated Agent: \_\_\_\_\_

Telephone Number and Email of Designated Agent: \_\_\_\_\_ / \_\_\_\_\_

Length of Lease: \_\_\_\_\_ Beginning Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Tenant Name(s): \_\_\_\_\_

Tenant Telephone Number and Email: \_\_\_\_\_ / \_\_\_\_\_

Tenant's Vehicle Information (license to include State of Issue and Number):

No. 1: License: \_\_\_\_\_ Make / Model: \_\_\_\_\_ Color: \_\_\_\_\_

No. 2: License: \_\_\_\_\_ Make / Model: \_\_\_\_\_ Color: \_\_\_\_\_

I (we) at Lot No. \_\_\_\_\_ attested to by our signatures below, have received, read and agree to abide by the CC&Rs, By-Laws and Rules and Regulations (and as altered or amended) of Casas Adobes Terrace Homeowners Association (CATHOA) knowing that if they are not adhered to, the Homeowner will ultimately be fined or other legal remedy (which may extend to Tenants) for violations in accordance with Arizona Revised Statutes §33-1803 and CATHOA's Violation and Fine Policies and CC&Rs Art IV, Sec 1, Para BB.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Homeowner (Landlord)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Designated Agent (if applicable)

\_\_\_\_\_  
Date

I hereby also delegate authority to the above Designated Agent to act on my behalf in dealings with CATHOA regarding this rental property and tenant per ARS 33-1806.01(B) and CATHOA's Rental Policy and Rules(6).

\_\_\_\_\_  
Signature of Homeowner (Landlord)

\_\_\_\_\_  
Date

**This form must be completed and returned to CATHOA's Management Company via mail, fax, or email within 15 days from the signing of any lease for any new Tenancy per CATHOA's Rental Policy and Rules**

Effective 01/01/2015 (This is the initial version of this form)



## Pima County Attorney's Office

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**Barbara LaWall**

Pima County Attorney

### FROM THE PIMA COUNTY ATTORNEY TO ALL LANDLORDS:

*Do you own property in a neighborhood threatened by criminals and drug dealers? Do you want to be a good neighbor, and help make the neighborhood safer for everyone?*

The Pima County Attorney's Office is committed to crime free neighborhoods, and we have a new way to help neighborhoods that suffer from criminal activity. Criminal activity on rental property is grounds to evict tenants. Our office will work with you to remove tenants who break the law. We are asking you to join this partnership now, and work with our attorneys to evict criminals from your property.

Here's what you need to do:

\* *First, landlords should pre-screen tenants.* Landlords have the right to ask prospective tenants to approve public records searches before they accept them as renters. You should know if your prospective renter has a criminal history which might affect their being a law abiding tenant. We can advise you how to do this.

\* *Second, please copy this CRIME FREE ADDENDUM and include it in every lease, with every tenant, whether there is a written lease, or verbal agreement, month to month, or longer term.* It will make clear to your tenants where you stand.

\* *Lastly, you need to follow through, and evict tenants who fail to abide by the law, especially when you learn that illegal drugs or weapons are being housed on your property.* Our attorneys are available to advise you and help you with this step. Criminal activity in neighborhoods makes the good people feel unsafe and afraid for their children.

Please work with us to combat crime in all our neighborhoods and make our community a safer place to live. Call the Community Prosecution Program at 740-5600 for additional information and assistance. We must all work together to increase public safety and reduce crime.

Yours Truly,

*Barbara LaWall*

Barbara LaWall  
Pima County Attorney

## 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:

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:

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. Will not permit the dwelling unit to be used for, or to facilitate criminal activity.
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, 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.
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. Resident agrees that Manager or Owner may use any police generated report as direct evidence without objection in any court action, including but not limited to eviction.
8. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
9. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Manager or Owner and Resident.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Property Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Address of Property

## TRESPASS CLAUSE

The management reserves the right to prevent access to this property and to remove any persons, other than tenants, including but not limited to; guests, visitors and random persons deemed objectionable. Objectionable persons include, but are not limited to:

- A. Any person who has been denied residency at this property for reasons of criminal history background, prior evictions unrelated to non-payment of rent, or similar reasons having to do with unacceptable conduct.
- B. Any person who would not qualify to be a resident at this property for reasons other than a non-ability to pay rent.
- C. Any person who has been evicted from this property for reasons other than non-payment of rent.
- D. Any person, who commits criminal activity, causes a disruptive problem or violates the community rules for the property.
- E. Any person, who has committed criminal activity, has caused a disruptive problem, or violated the rules at this property in the past.
- F. Any known gang members or known gang associates.

It is the tenant's responsibility to make sure all guests are aware of and comply with all the community rules.

If a tenant has a guest that is in violation of this clause, the guest will be asked to leave the property and to not return again. The tenant(s) will also be served with the appropriate violation notice. Continual violations of this or any other lease clause subject the tenant(s) to eviction.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Property Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Address of Property