

**FOX CROSSING HOMEOWNERS ASSOCIATION
RESOLUTION TO ADOPT RENTAL ENFORCEMENT POLICY**

WHEREAS, Fox Crossing Homeowners Association (“Association”) is governed by the Master Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements for Fox Crossing, recorded at Instrument Number 97-0833411, official records of the Maricopa County Recorder (“Declaration”);

WHEREAS, the Declaration at Section 6.4 authorizes the Association’s Board of Directors to adopt rules that restrict and govern the use of any Master Common Areas, Lots or Parcels by any Member, Lessee or Resident;

WHEREAS, A.R.S. § 33-1803 authorizes the Board of Directors to impose reasonable monetary penalties for violations of the Declaration, Bylaws and the Association’s rules and regulations;

WHEREAS, pursuant to A.R.S. §33-1806.01, the Association or its managing agent may request the following information from an Owner in connection with the leasing of his/her Lot: (i) the name and contact information for any adults occupying the Lot; (ii) the time period of the lease (including the beginning and ending dates of the tenancy); and (iii) a description and the license plate numbers of the tenants vehicles (hereafter, the “Tenant Information”);

WHEREAS, pursuant to Section 4.23 of the Association’s Declaration, all tenants are subject to the terms and conditions of the Declaration, the Articles, the Bylaws and the rules and regulations of the Association. Furthermore, each Owner shall cause his, her or its Residents, Lessees or other occupants to comply with this Declaration, the Articles, the Bylaws and the rules and regulations of the Association and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such Residents, Lessees or other occupants, notwithstanding the fact that such Residents, Lessees or other occupants are also fully liable for any violation of each and all of those documents. No Owner may lease less than his, her or its entire Lot, and no Lot may be leased for a period of less than thirty (30) days.

WHEREAS, the Association desires to define its policies and procedures for enforcement of the restrictions contained in Section 4.23 of the Declaration;

THEREFORE, be it resolved that the Board of Directors hereby adopts the Rental Enforcement Policy for Fox Crossing Homeowners Association, Inc. The Board of Directors further instructs the managing agent to notify all Owners of the implementation of the said policy effective December 5, 2019.

IN WITNESS WHEREOF, the undersigned, after full deliberation and a majority affirmative vote of the Board of Directors of the Fox Crossing Homeowners Association, Inc., have executed this Resolution as of this 5th day of December, 2019.

By: Teresa Torpis

Name: Teresa Torpis
President

FOX CROSSING HOMEOWNERS ASSOCIATION, INC.
RENTAL ENFORCEMENT POLICY
Effective 12/05/2019

As of the effective date, this policy supersedes any and all prior fine and fining policies for short term rentals.

LEASING OF LOTS

The Association's Declaration at Section 4.23 provides that no Owner may lease less than his, her or its entire Lot, and that no Lot may be leased for a period of less than thirty (30) days.

In addition, Section 4.23 provides that all tenants shall be subject to the terms and conditions of the Declaration, the Articles, the Bylaws and the rules and regulations of the Association. Each Owner shall cause his, her or its Residents, Lessees or other occupants to comply with this Declaration, the Articles, the Bylaws and the rules and regulations of the Association and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by Such Residents, Lessees or other occupants, notwithstanding the fact that such Residents, Lessees or other occupants are also fully liable for any violation of each and all of those documents.

An Owner renting or leasing his, her, or its property must comply with the follow provisions:

1. Owners are required to observe all covenants, conditions, restrictions, rules and regulations regarding the use of their property.
2. Owners shall be liable for any violation of this policy or the Association's governing documents by its Residents, Lessees, or other occupants and their guests or invitees. In the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.
3. The rental term may not be less than thirty (30) consecutive days in duration. Short term rentals for terms of less than thirty (30) consecutive days are prohibited.
4. Evidence of short term rentals will be determined by any and all relevant information which may include but shall not be limited to a review of pertinent vacation rental, short term rental and similar websites. Violations of this policy may be based on posted available and non-available dates on such websites. Dates that are either available and/or unavailable for less than 30 days are considered a violation and subject to penalties set forth by the Board.
5. All leases must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of the Declaration, Articles, Bylaws and the Association's rules and regulations, and the lease must state that failure by any Resident, Lessee, occupant, or tenant to comply with the terms of said governing documents shall constitute a default under the lease.
6. At or prior to the commencement of any tenancy, Owners must provide the Resident, Lessee, occupant, or tenant with a copy of the Declaration and the Association's rules and regulations, including this policy.

7. Pursuant to A.R.S. § 33-1806.01, Owners must register Tenant Information with the Association at least ten (10) days before commencement of the least term. Owners are not required to provide a copy of the lease. The following information must be provided to the Association at:

Premier Community Management
3930 S Alma School Road Suite 10
Chandler AZ 85248
jtruman@premieraz.com
480 704-2900

- a. The name and contact information for any adults occupying the property;
 - b. The time period of the lease, including the beginning and ending dates of the tenancy
 - c. A description and the license plate numbers of the tenants' vehicles.
8. A registration fee of \$25.00 will be imposed with each tenant registration. In the event the Owner fails to provide Tenant Information and/or provides late or incomplete Tenant Information, the Association or managing agent may impose a charge of \$15.00, or such higher amount as may be allowed by law.

APPLICABLE FINES AND MONETARY PENALTIES

If an Owner is in violation of Section 4.23 of the Declaration as further described above, the Association may issue a Notice of Violation informing the Owner of: (1) the violation, (2) the Board's intent to levy a **fine in the amount of \$500.00**, and (3) the Owner's right to request a hearing within ten days from the date of the letter. If the violation continues, all subsequent notices of continuing violations may be mailed to the Owner and may request immediate compliance. A **\$750.00 per day fine** will be levied for continuing or recurring violations of Section 4.23, until the violation is cured.

The fines set forth in this Resolution have been determined by the Board, as damages sustained by the Association and as necessary to compensate the Association for the administrative burden of addressing the violation and the adverse impact of the violation on the community, as well as warranted to minimize further damage to the Association from continued noncompliance.

The Board reserves the right to deviate from the fine amounts set forth herein if, after a hearing on the matter, the Board finds good cause to decrease the amount of the fine levied in a particular case. The Board also reserves the right to pursue any and all other remedies set forth in the Declaration at the same time or in lieu of levying the fines set forth in this Resolution.

**CERTIFICATE OF PROMULGATION OF
RENTAL ENFORCEMENT POLICY**

I, Teresa Torpis, the President of the Fox Crossing Homeowners Association, Inc., hereby certify that I sent by mail to all of the Owners of record as of the 5th day of December 2019, the RENTAL ENFORCEMENT POLICY adopted by the Board on the 5th day of December, 2019.

DATED this 5th day of December, 2019.

By: Teresa Torpis
Printed Name: Teresa Torpis