

Crestview Court HOA - Rental Rules and Regulations

1. Purpose

To preserve the residential integrity, safety, and overall quality of life within Crestview Court HOA, these rules and regulations establish clear guidelines for the rental of homes within the community.

2. Rental Restrictions

a. **Short-Term Rentals Prohibited:** Homes within Crestview Court HOA may not be rented for short-term stays, defined as any lease or rental agreement lasting less than Thirty (30) consecutive days. This includes, but is not limited to, rentals through platforms such as Airbnb, VRBO, or similar services.

b. Long-Term Rental Requirements:

i. Owners may lease their property for a period of thirty (30) days or longer only if they comply with all HOA requirements, Arizona State and local laws and regulations. Homeowners **must** request approval Board thirty (30) days prior to actually renting their home.

ii. All rental agreements **must** be in writing, and a copy **must** be provided, within Forty Eight (48) hours to the HOA Board, upon request.

iii. The homeowner remains responsible for ensuring tenants comply with all HOA rules, Arizona State and local law and regulations.

c. **Unauthorized Leasing:** The homeowner must not allow any person who is not the legal owner to rent or sublease the property on their behalf. Any unauthorized leasing activity is strictly prohibited.

3. Violations and Enforcement

a. **Fines:** A homeowner found in violation of this rental policy will be subject to the following fines:

- **First Offense:** Written warning and a fine of **Five Hundred Dollars (\$500.00.)** To be paid within Five (5) working days of notification.

- **Second Offense:** Fine of **One Thousand and Five Hundred Dollars (\$1,500.00)** and mandatory corrective action. To be paid within Ten (10) working days of notification.

• **Third and Subsequent Offenses:** Fine of **Five Thousand Dollars (\$5,000.00)** per occurrence, possible legal action, and revocation of HOA privileges. To be paid within Fifteen (15) working days of notification.

b. **Legal Action:** The HOA reserves the right to pursue any legal action, including injunctive relief and recovery of all associated legal and other fees, against any homeowner who violates or continues to violate these rental restrictions.

c. **Suspension of HOA Privileges:** Homeowners in violation may have their HOA privileges (such as access to common areas and voting rights) suspended until compliance is achieved.

d. **Violent Crime Clause:** If a **violent crime** (such as a shooting, assault, or any criminal act resulting in serious bodily harm) occurs at a rented property, **the HOA Board reserves the right to immediately suspend any approved rental for an indefinite period.** The Board will evaluate the circumstances and determine whether and when the homeowner may resume renting the property. And, under what conditions.

4. **No Grandfather Clause**

There is **no grandfathering** of prior rental arrangements. **All homeowners must comply with these regulations immediately, regardless of any past rental agreements, approvals, or prior leasing history.** Any homeowner currently renting in violation of this policy must take immediate action to come into compliance.

5. **Reporting Violations**

Any resident aware of a potential rental violation is encouraged to report it to the HOA Board in writing. All reports will be investigated promptly, and appropriate action will be taken.

6. **Homeowner Responsibility**

Homeowners are fully responsible for ensuring that their property is occupied in accordance with these rules and regulations. Failure to comply with rental rules and regulations will result in strict enforcement as outlined above.

7. **Effective Date**

This rule and regulation take effect immediately upon adoption by the HOA Board and will be enforced without exception.

For any questions regarding this policy, please contact Vision Property Management at: crestviewcourt@wearevision.com / (480) 759-4945

By order of the Crestview Court HOA Board, dated March 10, 2025

Appendix A: Rental Approval Requirements

All homeowners wishing to rent their home **must** submit the following information in their request for approval:

1. Homeowner Information

- Full name(s) of property owner(s)
- Property address
- Mailing address (if different from rental property)
- Contact phone number and email

2. Tenant Information (if already selected)

- Full name(s) of all adult tenants
- Contact phone number and email

3. Lease Agreement

- A fully executed lease agreement meeting the HOA's minimum rental period of 30 days
- Lease start and end dates
- Statement confirming that the lease includes provisions requiring tenant compliance with HOA rules and regulations and CC&R's.

4. Proof of Homeowner Compliance

- Confirmation that the homeowner is in good standing with the HOA (no outstanding dues, violations, or fines)
- Acknowledgment that the homeowner remains responsible for tenant compliance with HOA rules

6. Emergency Contact Information

- A local emergency contact who can respond within 24 hours in case of urgent property issues

7. Acknowledgment of Violent Crime Clause

- Signed acknowledgment by the homeowner that **if a violent crime occurs at the property, the HOA Board reserves the right to immediately revoke rental approval indefinitely.**

Appendix B: Rental Approval Process

1. **Submission:** Homeowners **must** submit the required documentation at least **Thirty (30) days prior to the proposed lease start date** for review.
2. **Review:** The HOA Board will review the submission and may request additional information.
3. **Decision:** The homeowner will receive written approval or denial within Fifteen (15) business days. If additional information is requested, the Fifteen (15) business days start after the new information is received.
4. **Ongoing Compliance:** Approved rental properties remain subject to periodic review and **must** maintain full compliance with all HOA CC&R's, rules and regulations

Failure to submit required documentation or receive HOA Board approval **prior** to renting will be considered a violation and subject to immediate enforcement actions and a fine of **One Thousand and Five Hundred Dollars (\$1,500)**. The fine is to be paid within Fifteen (15) working days of notification.

By order of the Crestview Court HOA Board, dated March 10, 2025

Crestview Court HOA

Signed Acknowledgment of Rental Regulations and Homeowner Responsibility

I/We, _____,
the legal owner(s) of the property located at the below "Homeowner Address," hereby **acknowledge, fully understand, and agree to abide** by the Crestview Court HOA CC&R's, Rental Rules and Regulations as set forth by the HOA Board.

By signing this document, I/we specifically acknowledge and agree to the following:

1. Prohibition of Short-Term Rentals

- I/we understand that short-term rentals (less than 30 consecutive days) are **strictly prohibited** within the Crestview Court HOA community.
- I/we will **not rent or allow** any unauthorized individual to rent or sublease my/our property in violation of this policy.

2. Long-Term Rental Compliance

- I/we will submit all required rental approval documentation to the HOA and receive written approval before leasing my/our home.
- I/we will ensure that all tenants comply with the HOA's governing documents, including CC&Rs, Bylaws, and Rules & Regulations.

3. Responsibility for Tenant Conduct

- I/we understand that **I/we am/are responsible** for the actions and behavior of my/our tenants.
- Any violations of HOA's governing documents, including CC&Rs, Bylaws, and Rules & Regulations by my/our tenants may **result in fines, penalties, or legal action against me/us as the homeowner(s)**.

4. Violent Crime Clause

- I/we acknowledge that if a **violent crime** (such as a shooting, assault, or any criminal act resulting in serious bodily harm) occurs at my/our rental property, the HOA Board reserves the right to **immediately suspend any approved rental for an indefinite period**.

Crestview Court HOA

Signed Acknowledgment of Rental Regulations and Homeowner Responsibility

- I/we understand that the HOA Board will determine if and when rental approval may be reinstated.

5. Enforcement and Penalties

- I/we acknowledge that failure to comply with the HOA's rental policies may result in fines of up to **Five Thousand Dollars (\$5,000)** per violation, suspension of HOA privileges, and/or legal action.
- I/we understand that **all enforcement actions**, including legal costs incurred by the HOA, **will be my/our financial responsibility**.

6. No Grandfathering Clause

- I/we acknowledge that there is **no grandfathering of prior rental agreements or approvals**.
- I/we understand that all homeowners, regardless of past leasing history, **must** comply with these rules immediately.

7. Duty to Update HOA

- I/we will notify the HOA **immediately** of any changes to my/our rental status, including new tenants or lease renewals, upon request.
- I/we **will** provide **updated contact information and emergency contacts** to the HOA.

By signing below, I/we confirm that **I/we have received, read, fully understand, and agree to all terms and conditions outlined in the Crestview Court HOA governing documents, including CC&Rs, Bylaws, and Rules & Regulations.**

Crestview Court HOA

Signed Acknowledgment of Rental Regulations and Homeowner Responsibility

I/we further acknowledge that **failure to comply may result in enforcement actions** by the HOA.

Homeowner(s) Name(s):

(Print Name)

(Print Name)

Homeowner(s) Signature(s):

(Signature) _____

(Signature) _____

Date: _____

Property Address: _____

Phone Number: _____

Email Address: _____

For HOA Use Only:

Reviewed by: _____

(HOA Board Representative)

Date: _____

Approved: **Yes** **No** (If No, Reason: _____)