

Durango Park Homeowners Association

668 N. 44th St. Suite 256-E

Phoenix, AZ 85008

Phone: 602-863-3600 | Fax: 480-393-4361

www.360propertymgmt.com

ATTENTION: PLEASE READ AND COMPLETE IF YOU WILL BE LEASING YOUR PROPERTY AT DURANGO PARK

Per the Governing Documents of the Association, upon the leasing or renewal of lease of a dwelling unit, the owner shall promptly notify the Association and shall advise the Association of the terms of the lease and the name of each lessee. Recently, changes which affect leased units within your community were made to the Arizona Revised States (ARS 1260.01 & 33-1806.01). We have included the applicable statute with this letter for your review.

A Rental Property Information form must filled out for each new tenant at a unit or property. This completed form is required back in our office within fifteen (15) days of the emailed date or postmarked date of our first notice. For your convenience, this letter includes all the necessary documents to be filed in association with the law when leasing your property. These completed forms can be returned either by mail to: 360 Community Management, 668 N. 44th St., Suite 256-E, Phoenix, AZ 85008, by email at: info@360propertymgmt.com, or by fax at: 480-393-4361.

When filing a Rental Property Information form, there will be a \$25 fee (also in reference to ARS 33-1260-01 & 33-1806.01) which will be assessed to your account. This fee is limited by the law to be assessed once per tenancy. Owners are responsible for updating this form upon the addition or removal of a tenant or the commencement of a new lease. If the lease is a month to month renewal, please indicate the start date for the month to month agreement. We will request this information again at the 6 month anniversary of the date indicated. **Late Fee Warning:** If we have not received the properly completed form(s) back by the due date described above, a late fee of \$15 (in reference to ARS 33-1260-01 & 33-1806.01) will be assessed. If you have electronic pool keys, the Association may elect to have them be deactivated until such time that these forms are properly completed and returned to us. A \$25.00 pool key reactivation fee may be assessed to the owner's account at the time of reactivation.

Please note: A copy of the old completed form with the notation "same tenants" showing the new lease start and end dates WILL NOT be accepted. A whole new form, even if the tenant information is still the same, will need to be completed, signed, dated and sent in indicating the new lease dates, even if the lease has switched to a month to month agreement. If the leased is in a month to month status, the commencement date of the month to month lease will need to be indicated. 6 (Six) months from that commencement date, a new Rental Property Information form will be sent to the owner and will need to be completed in its entirety again.

Example 1: An owner, leasing to a family with two adult residents on a twelve month lease, would be required to provide both the adults information on the Rental Property Information form, and only have to pay one \$25 fee. If the lease is renewed after the twelve months, the fee will not be rebilled, but a new form, completed in its entirety (even if the contact and vehicle information is the same), detailing the new lease start and end dates will need to be filed. In this example, since there are not new tenants, the \$25 fee would not be charged again. If these tenants moved out and a new lease, with new tenants was executed, then the \$25 would be assessed to the owner's account.

Example 2: An owner, leasing to a family with two adult residents on a twelve month lease, would be required to provide both the adults information on the Rental Property Information form, and only have to pay one \$25 fee. If after the twelve months, the tenants begin a month to month lease, the fee will not be rebilled, but a new form, completed in its entirety (even if the contact and vehicle information is the same), indicating the month to month start date will need to be filed. 6 months from that month to month start date, a new Rental Property Information form will be sent to the owner. In this example, since there are not new tenants, the \$25 fee would not be charged again, regardless of the fact that the lease is month to month.

Respectfully,

360 Community Management
Agent for Durango Park Homeowners Association

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Single Family Homes/ Arizona Revised Statutes: 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.

Please Note: The other statute referenced in this letter (33-1260.01) is only applicable for Condominiums