

HIGH DESERT RESIDENTIAL OWNERS ASSOCIATION
High Desert Rental Policy and Procedure

Adopted 15 December 2015

I. Authority

This policy is adopted in accordance with Article IV, Section 4.3 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for High Desert Residential Properties (the “Declaration”) which sets forth the power of the Board of Directors of the Association to “make and enforce reasonable rules and policies governing the use of High Desert, in addition to further defining or limiting, and, where specifically authorized hereunder, creating exceptions to those covenants and restrictions set forth in this Declaration”, and in accordance with Paragraph (b)(viii) of Exhibit D of the Declaration, as amended, which specifically authorizes the Board to adopt Rental Policies and Procedures that apply to the rental of all Units within High Desert.

II. Background and Purpose

On 21 November 2015, the Use Restrictions set forth in the Declaration were amended by the Association with the intention of limiting the occurrence of short-term rentals within High Desert which were deemed to be disruptive and inconsistent with the character of a stable, single-family residential community. The purpose of this Rental Policy and Procedure is to provide for the implementation, administration and enforcement of the amended Use Restrictions.

III. Definitions

“Landlord” shall mean the Owner of the Unit or the designated agent of the Owner responsible for managing the leasing of the property on his/her behalf.

“Tenant Information Sheet” shall mean a form approved by the Board of Directors that provides all required information on the lessee(s) and/or occupants of the Unit.

All other capitalized terms shall have the same meaning as those terms are defined in the Declaration.

IV. Rental Policy and Procedures

1. The owner shall notify the Association through its management company of the intent to rent/lease their home by providing a copy of the signed lease agreement and Tenant Information Sheet prior to occupancy of the residence by the Tenant. Private information may be redacted from the lease agreement before providing the Association with a copy of the lease agreement.
2. All lease or rental agreements shall contain the Tenant Information Sheet as an addendum to the agreement. The Tenant Information Sheet must include the names of all adults who will occupy the residence.
3. There must be a written lease or rental agreement between the Owner(s) and Tenant. The term of the Lease shall be for a minimum of six (6) months, unless an exception is approved in advance, in writing, by the Board of Directors.
4. All lease agreements shall contain provisions that expressly require tenants to abide by the High Desert Residential Owners Association By-Laws, Declaration, Rules, Policies, and all other governing documents of the Association, in accordance with Article XII, paragraph 12.1 of the Declaration.
5. If an Owner uses an agent to manage the leasing/rental of the Unit, the Owner shall notify the Association in writing of the name and contact information for the agent. The Association may then contact either the Owner or the agent (acting as Landlord) about violations of the Association's governing documents that relate to the Unit.
6. The Landlord shall provide the Association Manager with a copy of the Tenant Information Sheet and shall maintain and update it as required.
7. The Landlord shall provide the Association Manager with Landlord's current address, telephone number(s), and email address.
8. Owners failing to register, obtain prior approval from the Association to lease the Unit for periods of less than six months, and/or comply with the Rental Policy shall be subject to fines per the HDROA Violations Policy.
9. The Owner of the Unit is held responsible for the actions of his or her occupants, tenants, guests and invitees per Article XII, paragraph 12.1 of the Declaration and is responsible for all fines, costs, and attorney's fees and costs incurred by the Association in enforcing violations of the Association's governing documents by the Owner, or the Owner's occupants, tenants, guests, or invitees.
10. Any and all modifications to the lease agreement must be submitted to the Association within ten (10) days of execution.
11. The Association may charge a reasonable review and processing fee for each new lease and/or renewal of an existing lease.

V. Effective Date

This Policy shall be effective for all new leases or renewals of existing leases entered into on, or after 1 February 2016.

Adopted by the Board of Directors on 15 December 2015

By _____, Secretary of the Association
Clay Wright

HIGH DESERT RESIDENTIAL OWNERS ASSOCIATION
TENANT INFORMATION SHEET

Property Address: _____ Village _____

Owner Name: _____

Mailing Address: _____

Home Phone _____ Work Phone _____

Mobile Phone _____ eMail _____

Lease Term: Beginning _____ Ending _____

Property Management Company, if applicable: _____

Agent Name: _____ Phone: _____

Email: _____

Tenant Name #1 _____

Home Phone _____ Work Phone _____

Mobile Phone _____ eMail _____

Name #2 _____ Work Phone _____

Mobile Phone _____ eMail _____

Emergency Contact:

Name _____ Phone _____

I hereby certify that the above information is true and correct, and acknowledge receipt of the Rental Policy and Procedures.

Owner _____ Date _____

Owner Name Printed: _____

I agree to abide by the High Desert Residential Owners Association CC&Rs, By-Laws and Rules and Regulations of High Desert and acknowledge receipt of a copy of these governing documents.

Tenant _____ Date _____