

CACTUS PARK ESTATES

Homeowners Association

Rental Rules

The Board of Directors sets high standards for the appearance of our community. Our goals include well-maintained homes, common areas and the implementation of regulations to secure a crime free neighborhood for residents and their guests. Oftentimes, investment properties are neglected and/or not maintained to the level of owner occupied homes. Tenants do not always share the community's high standards created to improve and protect property values. In an effort to maintain these standards, the Board of Directors has implemented the following rules for rental properties. Owners and their tenants shall comply with the Association's Rental Rules, as well as the Declaration of Covenants, Conditions, and Restrictions, Bylaws, and Architectural Committee Rules (the "Community Documents"). The Association will assess monetary penalties against the Owner's Unit for violations of the Community Documents. Compliance with these Community Documents is a vital part of the Association's success as a crime free neighborhood. Each Owner who rents a unit within the Association must comply with the Rental Rules and assist in our goal for a crime free neighborhood. The Association seeks everyone's cooperation in making the community a desirable place to live.

Each Owner who rents/leases a residential unit/lot or renews or revises an existing rental, lease or occupancy agreement ("Lease Agreement") on or after January 01, 2009 is required to comply with the following rules:

1. Written Lease Agreements are required.
2. All Lease Agreements must restrict occupancy to no more than three unrelated persons or a single family.
3. All Lease Agreements executed as of January 1, 2009 shall be for a minimum term of thirty (30) days.
4. To help Owners make the right decision regarding their rental applicants, the Association **suggests** that all Owners perform a criminal background check on the Tenant applicants.
5. The Owner shall furnish the Board of Directors with a copy of the Lease Agreement, and the original Crime Free Lease Addendum signed by the Owner(s) and the Tenant(s). The Owner(s) and Tenant(s) shall certify that the Owner has furnished the Tenant(s) with copies of the community Documents; that the Tenant(s) has agreed to be bound by the Community Documents; and that the Owner accepts responsibility for the Tenants' violations of the Community Documents. The Community Documents consist of the Declaration of Covenants, Conditions, and Restrictions, Bylaws, Architectural Committee Rules. A copy of the Crime Free Lease Addendum is attached.
6. The Owner shall furnish the Board with a copy of (i) the signed Lease Agreement and any renewals or revisions; (ii) the completed Crime Free Lease Addendum within fifteen (15) days of signing the lease, renewal, or revision.
7. In the event the Owner and/or Tenant(s) are in **continued or constant violation** of the landscaping maintenance requirement of the Association, the Owner shall be required to hire a licensed and bonded landscaping company for landscape maintenance that is effective on the date of the violation and shall continue through the date of the lease. The Owner shall furnish the Board with a copy of the landscaping contract. The Owner shall ensure that the Board has a current copy of the landscaping contract on file at all times during the term of the lease.
8. If the Owner does not provide a copy of (i) the signed Lease Agreement and any renewals or revisions; (ii) the completed Crime Free Lease Addendum after written request from the Board, the Association shall assess a monetary penalty of \$100.00 per month until these documents are provided.