



## RESOLUTION Rental Policy

*By affirmative vote, the Board of Directors (the "Board") of the Power Ranch Community Association (the "Association"), an Arizona nonprofit corporation, hereby adopts the following resolution as an official action of the Board and hereby direct that this action be filed with the minutes of the proceedings of the Board of the Association:*

**WHEREAS**, Article 5, Section 5.3 of Covenants Conditions and Restrictions for the Power Ranch Community Association ("Declaration") allows the Board of Directors to adopt, appeal and amend rules and regulations pertaining to (ii) minimum standards for any maintenance of Lots and Parcels ("Property") (iii) the health, safety or welfare of the Owners and Residents. Upon adoption, the Power Ranch Rules shall have the same force and effect, and shall be enforceable in the same manner and to the same extent, as if they were set forth in and a part of this Declaration; and

**WHEREAS**, Article 3, Section 3.9.1 of the Association Bylaws provides that the Board shall have all the powers and duties necessary for the administration of the affairs of the Association and;

**WHEREAS**, Article 5, Section 5.1 of the Bylaws states that the Board shall have the right to impose reasonable monetary penalties against an Owner for a violation of the Project Documents by the Owner, a Lessee of the Owner or, in the case of a Residential Lot, by any Resident of the Owner's Lot, provided the Owner is given notice and an opportunity to be heard; and

**WHEREAS**, there are now numerous residential units in Power Ranch which have been rented by Owners; and

**NOW, THEREFORE, BE IT RESOLVED THAT** it is the intent of the Board and Association to be aware of homes that are intended to be used as Rentals and that the following procedures and practices are established to reduce nuisance issues and to enforce use restrictions and violations as they pertain to Rentals by adopting the following "Rental Policy" ("Policy"), and that Policy shall be effective December 05, 2022.

### 1. Rental Policy

A Rental is defined as a rental or lease to any Tenant for any period during the calendar year. The following policy applies to all rental property.

- a. The Association requires all Owners who intend to rent their Property during any period of a calendar year to register their Property as a Rental pursuant to A.R.S. § 33-1806.01(E)(4);
- b. Owners must list the following Nuisance Policy on sites and materials marketing the Property and provide the Nuisance Policy directly to each Tenant prior to the commencement of the contract or lease:

*Power Ranch is a master-planned residential community controlled by the Homeowner Association's Covenants, Conditions and Restrictions. The following local and community rules will be enforced by local police or community security:*

- The Town of Gilbert prohibits unnecessary, excessive, and offensive noises from all sources for a period of more than 15 minutes between the hours of 10:00 p.m. and 5:00 a.m.
- Tenants and their guests shall not park on community streets between the hours of 10:00 p.m. and 5:00 a.m.
- Tenants and their guests shall not park on landscaped areas at any time.
- Tenants and their guests shall use minimal outdoor lighting between the hours of 10:00 p.m. and 5:00 a.m.
- c. Tenants are only entitled to use the Master Common Area during the term of the contract or lease. Owners are responsible for retrieving any amenity access cards to the Master Common Area from the Tenant at the end of the contract or lease;
- d. Rentable Association amenities are available to rent by Tenants only where such rentals are available to non-residents at the non-resident rates;
- e. Rental Registration must be submitted to the Association and shall include:
  - a. A one-time \$25 registration fee;
  - b. Acknowledgment that the Owner has read this Policy;
  - c. Contact information for a representative that can be onsite within thirty (30) minutes, if needed, and that is available to address concerns and communicate with the Association at all times;
  - d. Acknowledgment that the Owner will place the Nuisance Policy on marketing materials and will provide each Tenant with the Nuisance Policy; and
  - e. Acknowledgment that the Owner will retrieve amenity access cards to the Master Common Area from Tenants;
- f. All Tenants of the rental Property must be members of a single family.

2. Notice of First Violation

- a. The Association will send one courtesy Notice of Violation to an Owner if a Property is suspected or discovered to be a Rental and is not registered.
- b. The Association will send one courtesy Notice of Violation to an Owner of a Rental if discovered that the Nuisance Policy is not specifically listed on materials marketing the Property or provided directly to the Tenant.
- c. The Association will send one courtesy Notice of Violation to an Owner of a Rental upon receiving a written complaint from a resident of a nuisance violation. Common complaints include excessive noise during prohibited hours, on-street parking during prohibited hours, and excess lighting during prohibited hours. The burden of proof will fall on the Owner to establish the nuisance was not created by their Tenant and/or did not occur on their Property.

3. Notice of Second Violation

- a. The Association will send a Second Notice of Violation to the offending Owner pursuant to the Violation Enforcement Policy dated May 30, 2018. The Notice will inform the recipient as follows:

- i. The nature, description of the violation; and
  - ii. A request to remedy the violation, if possible; or
  - iii. A request to contact the Association immediately upon receipt of the violation letter to inform them of the Owner's intent to correct the violation or remedy the situation, and
  - iv. The Owners right to contest the action.
- b. The Owner should remedy the violation, if possible, as monetary fines of \$500 per day/occurrence for second violations may be imposed.
- c. Notices will be re-set every six months from the date of the Second Notice, however, courtesy notices will only be sent once. For example, Owner receives a Second Notice in March and a \$500 monetary fine is imposed. Owner receives a Third Notice in November for a separate violation, but since this additional Notice is more than six (6) months from date of the Second Notice, this additional Notice is treated as a Second Violation and a \$500 fine may be imposed.

#### **4. Third and Final Notice of Violation, Notice of Fine and Corrective Action**

- a. A Third Notice of Violation will be sent to the Owner informing the recipient as follows:
  - i. The nature, description of the violation, and the opportunity to correct the violation if possible.
  - ii. A fine may be levied by the Association against the Owner if they fail to correct the violation.
  - iii. The offending Owner and/or original complaining resident may request a mediation hearing through an outside third-party agency sponsored by the Association.
- b. The Owner should remedy the violation, if possible, as monetary fines of \$1,000 per day/occurrence for third violations may be imposed.

#### **5. Repeat, Re-occurring or Continued Violations**

- a. If the violation persists, either after the fine has been levied or mediation has recommended a course of action that has not been successful, the Association will treat as a re-occurring violation. The Association requires confirmation of a repeat, re-occurring or continued nuisance violation in writing by at least two (2) residents.
- b. Should an Owner fail to remedy the violation or fail to adhere to a mediation outcome, the Association will treat the violation as a Re-occurring Violation pursuant to the Enforcement Policy, and monetary fines of \$2,500 per day/occurrence for subsequent violations may be imposed.

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Power Ranch Community Association  
Board President

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Date



## Rental Registration Process

The Power Ranch Community Association ("Association") Rental Policy applies to the Owners and Members of the Association ("Owners") who rent their Residential Lot ("Property"). The term Tenant shall refer to a Tenant under contract or lease, either oral or written, of any Property, including an assignee of a contract or lease.

### Purpose

The purpose of this policy is to establish a registration process so that the Association is aware of Property that is intended to be used as a Rental, to provide contact information to the Association, to ensure that the Association's Covenants, Conditions and Restrictions are adhered to, and to confirm that the Owner has regained control of prior Tenant's access to Master Common Areas.

### Registration Process

1. Owners who rent or lease their Property must complete the Association's "Rental Registration Form" and submit it to the Association within 15 days of the start of the first contract or lease.
  - a. Registration is required for any Property that is intended to be rented or leased to a Tenant.
  - b. Registration shall include Owner's acknowledgment of the Rental policy, including fine schedule.
  - c. Owners shall provide contact information for a representative that is able to be onsite for emergencies within 30 minutes and must be available to address concerns and communicate with the Association at all times.
  - d. Owners must pay a one-time fee of \$25.00 at the time of registration.
  - e. Owners must submit a copy of the filed registration form for the Town of Gilbert's Vacation Short-Term Rentals Registration Form (if the property is required to be registered with the Town of Gilbert as a Short-Term Rental.)

2. The following Nuisance Policy must be listed on websites and materials marketing the Property and provided to each Tenant prior to occupancy.

*Power Ranch is a master planned residential community controlled by the Homeowner Association's Covenants, Conditions and Restrictions. The following local and community rules will be enforced by local police or community security:*

The Town of Gilbert prohibits unnecessary, excessive, and offensive noises from all sources for a period of more than 15 minutes between the hours of 10:00 p.m. and 5:00 a.m.

- Tenants and their guests shall not park on community streets between the hours of 10:00 p.m. and 5:00 a.m.
- Tenants and their guests shall not park on landscaped areas at any time.
- Rear-yard lighting shall be minimal between the hours of 10:00 p.m. and 5:00 a.m.

It is the responsibility of the Owner to ensure that Tenants and their guests adhere to the Power Ranch Nuisance Policy.

3. Tenants are only entitled to use the Master Common Area during the term of the contract or lease. Owners are responsible for retrieving any amenity access cards to the Master Common Area from the Tenant at the end of the contract or lease.
4. Rentable Association amenities are available to rent by Tenants only where such rentals are available to non-residents at the non-resident rates.
5. All Tenants of the rental Property must be members of a single family.
6. Failure of an Owner or their Tenant to adhere to the Rental Policy shall be deemed as non-compliant with the Declaration and subject the Owner to monetary fines starting at \$500 per day.



## Rental Policy Cover Letter

The Power Ranch Community Association (PRCA) has recently established a Rental Registration Policy. A Rental is defined as an owner renting or leasing their property for any length of time. Please note that the Knolls neighborhood has separate Covenants, Conditions and Restrictions that prohibit rentals of less than twelve months.

All owners who rent or lease their property in Power Ranch are required to register their property as a Rental Property. The PRCA Board of Directors believe that this is a necessary step to ensure all owners, residents, tenants and guests fully enjoy Power Ranch and its amenities.

The Board of Directors feel that this policy will create greater accountability for property owners, residents, tenants, and guests to follow community rules resulting in fewer PRCA Policy violations and less fines and fees to the property owner. Existing agreements between owners and tenants will not be grandfathered into this new requirement.

Please complete and submit the fillable form and pay the registration fee through the community website at [www.mypowerranch.com](http://www.mypowerranch.com). If you do not have access to the community website, please return the form to the PRCA office and include a check made payable to PRCA. Please contact the PRCA office at 480-988-0960 or [prfrontdesk@ccmcnet.com](mailto:prfrontdesk@ccmcnet.com) with any questions.

Sincerely,

Power Ranch Board of Directors



## RENTAL REGISTRATION FORM

Please note that the Owner or Member of the Power Ranch Community Association who intends to rent their property must complete and return this form to the Association office.

Property Lot #: \_\_\_\_\_ Neighborhood: \_\_\_\_\_

Property Address:

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Property Owner's Name:

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Property Owner's Mailing Address:

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Property Owner's Telephone: \_\_\_\_\_

Property Owner's Email Address: \_\_\_\_\_

Does Owner reside at another property in Power Ranch? Y \_\_\_\_\_ N \_\_\_\_\_

Emergency Contact's Name: \_\_\_\_\_

Emergency Contact's Telephone: \_\_\_\_\_

Property Management Company:

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Management Company Address:

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Management Company Telephone:

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Property Manager's Name: \_\_\_\_\_ 24 Hour Telephone: \_\_\_\_\_

Property Manager's Email Address: \_\_\_\_\_

I certify the following (please initial):

I am in compliance with the Town of Gilbert Tax Privileges & Ordinances ([www.gilbertaz.gov](http://www.gilbertaz.gov)); Maricopa County Ordinances, Regulations, and Codes ([www.maricopa.gov](http://www.maricopa.gov)), and Arizona Statutes ([www.azleg.gov](http://www.azleg.gov)) governing rental property.

I have submitted a copy of the filed registration form for the Town of Gilbert's Vacation Short-Term Rentals Registration Form (if my property is required to be registered with the Town of Gilbert as a Short-Term Rental.)

I have read the PRCA Rental Policy including the fine schedule.

I will add the Nuisance Policy to sites or materials marketing my property.

I will provide the Nuisance Policy to each Tenant prior to occupancy.

I will retrieve any amenity access cards to the Master Common Area from Tenants.

Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Registration Fee Paid \$ \_\_\_\_\_