



APPENDIX A

LANDLORD AND TENANT AGREEMENT

For rental property located at _____

(Lot number _____) In Desert Meadows 1 Property Owners Association

Landlord _____

Tenant _____

Home Address

Home Address

Phone _____

Phone _____

E-mail _____

E-mail _____

TERMS AND CONDITIONS

Upon execution of a Lease (Rental) Agreement by and between Landlord and Tenant, Tenant hereby acknowledges the following terms and conditions.

TERM: The term of the lease is for _____ months commencing on _____ and expiring on _____.

AGE RESTRICTION: Tenant hereby acknowledges that for the entire term of the lease at least one of the occupants of the Rental Property identified above is fifty-five (55) years or older. No occupant is allowed who is less than 19 years of age.

COVENANTS, CONDITIONS & RESTRICTIONS (CC&Rs)

Tenant hereby acknowledges that prior to occupancy, it has received from the Landlord a copy of the Association's CC&Rs together with, if applicable, a copy of the Association's By-laws and Rules and Regulations. During the term of the lease, Tenant hereby agrees to abide by the terms and conditions as state in the aforementioned documents received and failure to do so following verbal notification by the Landlord or the Association, vacate the Rental Property within three (3) days following receipt of said notice. In such even, the Tenant shall be considered in default of the Lease (Rental) Agreement and any prepaid rent or security deposit shall be retained by the Landlord and deemed to be forfeiture by the Tenant.

ASSIGNMENT OR SUBLETTING: During the term of lease, Tenant agrees to not assign or sublet all or any portion of the Rental Property.

OCCUPANCY: During the term of lease, occupancy of the Rental Property shall be limited to _____ persons. Overnight guests shall be permitted.

EXECUTED this _____ day of _____, 20 _____.

LANDLORD

TENANT



The Board of Directors sets high standards for the community's appearance in * Association ("Association"). The goals for the appearance of the properties are well-maintained homes and common areas and to implement regulations to secure a crime free neighborhood for families and their guests. Residents in the Association take pride in their community. Customarily, investment properties are less attended to than owner occupied homes. Tenants do not always share the community's high standards created to improve and protect long term property values. In an effort to maintain these standards, the Board of Directors has implemented the following rules for rental units. Owners and their tenants shall comply with the Association's rules and other Community Documents. The Association shall impose monetary penalties assessed against the Owner's unit for violations of the Community Documents. Compliance with these Rental Rules and 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.

Rental Rules

1. All leases shall be for a period of not less than _____.
2. In no event may less than the entire Unit/Lot be rented.
3. Within fifteen (15) days of signing the lease, renewal, or revision, the Owner shall complete and return the attached Tenant Information Form, which includes the following information:
 - a. The names of the tenants;
 - b. Contact information for all adult occupants;
 - c. The time period of the lease including the beginning or ending dates of the tenancy;
 - d. A description of the tenants' vehicles;
 - e. The license plate numbers of the tenants' vehicles; and
 - f. ***AGE RESTRICTED COMMUNITIES ONLY*** Government issued identification that bears a photograph and confirms that the tenants meet the community's age restriction.

4. If the Owner does not provide the information in Section 3 above within fifteen (15) days of signing the lease, the Owner shall be fined \$15.00 after notice and opportunity for a hearing.

5. For each new tenancy, the Owner will be charged an administrative fee of \$25.00. The Owner shall not be charged an administrative fee for the renewal of an existing lease.

6. Within fifteen (15) days of signing the lease, the Owner shall certify that the Owner has furnished the tenant with copies of the Community Documents; that the tenant 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 CC&Rs, the Bylaws, and Rules and Regulations.

