

# PACE EAST TOWNHOUSE ASSOCIATION, INC.

c/o LOSMAN SERVICES, 7650 S McClintock Dr, Ste 103 – 412, Tempe AZ 85284 (480) 831-5027 FAX: (480) 838-1633 E-mail: losman\_k@msn.com

## RESIDENCY FORM

### **NOTE: ALL OWNERS MUST COMPLETE THIS FORM**

**Requirements:** A Residency Form is provided to owner with the Resale Statement, as part of the resale package, at some time just prior to close of escrow. Owner must complete, sign and submit this Residency Form to Management within fifteen (15) days of close of escrow as prescribed by Arizona law. If for any reason owner has misplaced, lost or otherwise needs a new blank Residency Form, it is the responsibility of owner to immediately contact Management to obtain a form in order that it can be completed, signed and submitted to Management within the fifteen (15) day time limit. If the form is not received within this time limit, owner may be subject to a late fine. (See "On-Site Owners" and "Off-Site Owners", R&Rs.)

**Change in Occupancy or Any Other Information:** After first Residency Form provided after close of escrow as described above, Owner must submit a new completed, signed Residency Form to the association, through Management, each time there is a change in occupancy (change in tenancy, additional resident, etc.) at owner's unit by start of the new occupancy period, and each time there is a change in any other information contained in the existing Residency Form within fifteen (15) days of said change. If owner has misplaced, lost or otherwise does not have a form, it is the responsibility of the owner to immediately request a blank Residency Form from Management in order to comply in a timely manner. If the form is not submitted within this time limit, owner may be subject to a late fine. (See "On-Site Owners" and "Off-Site Owners", R&Rs.)

**Delegation of Use Information:** Each owner shall be entitled to the use and enjoyment of the facilities as set forth in the governing documents of Pace East Townhouse Association, Inc. Any owner may delegate his/her rights of enjoyment of the Association facilities to co-occupant(s) or guest(s) who reside at owner's property (hereinafter known as "unit"). Owner must provide the information requested below as to all authorized delegates (occupants and/or guests); any change in this information must be submitted timely as set forth above.

**[PLEASE COMPLETE FORM BELOW BY PRINTING ALL INFORMATION REQUESTED AND THEN SIGN WHERE APPLICABLE]**

### **OCCUPANCY:**

**Landlord** (PER LEASE or RENTAL AGREEMENT) **Offside Owners:** Rebecca Adams, Robert Adams

**PHONE:** 4805604800/4802251804 **E-MAIL ADDRESS:** [Becca@beccahomes.com](mailto:Becca@beccahomes.com) / [badams@lynxpm.com](mailto:badams@lynxpm.com)

As of {TBD} the current occupants of my unit **Lot No.5** located at 2233 W Farmdale 1 Mesa AZ 85202 , include and are limited to the following short term household members:

#### Short Term Occupants

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Guest Name/Phone #) (Guest Name/Phone #) Guest Name/Phone #)) Guest Name/Phone #))

**TOTAL AUTHORIZED OCCUPANTS:** Total Number of Occupants authorized to reside in this unit: 2

### **POOL AUTHORIZATION:**

The above-named adults (18 years old and older) are hereby authorized to use of the pool key and my rights of enjoyment of the pool area. Any child above-named may use the pool only with an adult responsible for said child present at all times as described in the Pool Rules section of the Rules & Regulations of this Association. In accordance with the Rules & Regulations, I understand that as the owner of this unit, I am responsible for the actions of any and all occupants and/or guests at this unit. I further understand that:

1. Only ONE (1) pool key per unit is available. If a special circumstance exists and one (1) additional key is needed, a written request must be made to Management requesting Board approval for the additional key. If approved, the fees for the original key as set forth below apply to the additional key. Only an owner or owner's legal representative may request and obtain a pool key.
2. Pool keys are subject to the terms and conditions of the Association's governing documents and, therefore, must be returned to the Board of Directors or Management upon request..
3. If the pool key is lost or stolen, the *first-time replacement fee* is \$35.00; *thereafter the replacement fee* is \$50.00.
4. If the pool key is lost or stolen, the owner must advise the Board of Directors, through Management, *in writing*, of the loss or theft prior to being provided with a replacement key.

Paid \$25.00 for first Pool Key: \_\_\_\_\_ Pool Key Tag No. \_\_\_\_\_ Homeowner(s) Initials: \_\_\_\_\_

**Page Two - RESIDENCY FORM (Continued)**

**PETS:** There is a **TWO (2) PET LIMIT PER UNIT** pursuant to the Rules & Regulations (R&R's). [For example, a unit may NOT have 2 dogs AND 2 cats; may NOT have 2 dogs and 1 cat; and may NOT have 1 dog and 2 cats]. Please refer to all Rules & Regulations of this association regarding PETS. NO EXOTIC PETS (i.e. no snakes, no alligators, no pigs, no rabbits, no monkeys, no ferrets, no farm or "wild" animals", etc.; no pigeons or other birds except for indoor species such as canaries). There are NO exceptions to this rule.

**DOGS:** Reminder, dogs MUST be with a responsible adult and on a leash at all times while anywhere within the common area. Dogs must be currently registered and vaccinated (i.e. Rabies vaccination) per state law requirements at all times while residing at this Association. Vicious dogs are strictly prohibited.

**How many dogs at this unit total** \_\_\_\_\_

Dog #1 Name: \_\_\_\_\_ License Tag No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Male or Female \_\_\_\_\_ Approx Height: \_\_\_\_\_ Approx Weight: \_\_\_\_\_

Breed (if mixed, state primary mix; i.e. Cocker Spaniel/Poodle): \_\_\_\_\_

General Description (i.e. brown w/ black markings; white, brown & black; white w/black spots; short-haired, long-haired, curly -haired, etc.):

40# Schnauzer/Lab Mix

Dog #2 Name: \_\_\_\_\_ License Tag No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Male or Female \_\_\_\_\_ Approx Height: \_\_\_\_\_ Approx Weight: \_\_\_\_\_

Breed (if mixed, state primary mix; i.e. Cocker Spaniel/Poodle): \_\_\_\_\_

General Description (i.e. brown w/ black markings; white, brown & black; white w/black spots; short-haired, long-haired, curly -haired, etc.):

**CATS:** Reminder, all cats must be INDOOR cats. Cats are NOT allowed to roam loose; loose cats are subject to pick-up by animal control and cat owner may be subject to a fine. **How many cats at this unit total** \_\_\_\_\_

Cat #1 Name: \_\_\_\_\_ General Description: \_\_\_\_\_

Cat #2 Name: \_\_\_\_\_ General Description: \_\_\_\_\_

**Total Number of Pets at this unit** (may NOT be more than TWO (2) PETS total) \_\_\_\_\_

**VEHICLES:**

**NOTICE:** There are **two (2) parking spaces** allotted to each unit. If the resident(s) of this unit have more than two (2 vehicles), in accordance with Rules & Regulations of this Association, the \*additional vehicles must be parked in "open" parking areas on premises or parked off-premise. No more than **FOUR (4) vehicles** permitted per unit; all other vehicles must be parked off-premises.

**Total Number of Vehicles authorized at this unit** (cannot be more than four (4)): \_\_\_\_\_

(NOTE: Unauthorized vehicles may be subject to towing pursuant to the Rules & Regulations.)

**Vehicle #1:**

Make, Model & Year: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate State & Number \_\_\_\_\_ Tag\* Expiration Date: \_\_\_\_\_ (\*must always be current to be parked on premises)

Name & Address on Registration: \_\_\_\_\_

**Vehicle #2**

Make, Model & Year: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate State & Number: \_\_\_\_\_ Tag\* Expiration Date: \_\_\_\_\_ (\*must always be current to be parked on premises)

Name & Address on Registration: \_\_\_\_\_

**Vehicle #3**

Make, Model & Year: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate State & Number \_\_\_\_\_ Tag\* Expiration Date: \_\_\_\_\_ (\*must always be current to be parked on premises)

Name & Address on Registration: \_\_\_\_\_

**Vehicle #3**

Make, Model & Year: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate State & Number \_\_\_\_\_ Tag\* Expiration Date: \_\_\_\_\_ (\*must always be current to be parked on premises)

Name & Address on Registration: \_\_\_\_\_

**Page Three - RESIDENCY FORM (Continued)**

**NOTICE TO ALL RESIDENTS:** It is the responsibility of each resident to **KNOW AND ABIDE** by the Rules & Regulations of this Association. Any resident who does not comply is subject to actions by the Board pursuant to the terms and conditions of the governing documents of this Association, and/or pertinent municipal, county, state or federal laws or other controlling regulations.

**CONFIRMATION OF RECEIPT OF GOVERNING DOCUMENTS; AND AGREEMENT TO ABIDE BY SAME:**

**RESIDENT OWNER(S):**

As Owner of the property herein described on page 1 of this document, I hereby confirm by my signature below that I have received, as required by law, the governing documents of this Association along with the Resale Statement at or before close of escrow of the subject unit; and that I have specifically read, in its entirety, each of the following documents of Pace East Townhouse Association, Inc.:

- 1) ~~The "Rules & Regulations", which are the rules and regulations governing residents at Pace East Townhouse Association, including but not limited to the use of its pool and common areas, and hereby agree to abide by them while residing at this Association. Further, as required by the Rules & Regulations, I hereby accept responsibility for the actions of all other occupants residing at this unit and for any guests to said unit while residing at Pace East Townhouse Association; and~~
- 2) ~~the "Covenants, Conditions and Restrictions" (known as the "CC& R's"), which is also a governing document of this Association the contents of which each and every owner is responsible to know and abide by while residing at this Association. Further, as required by the CC&R's, I hereby accept responsibility for the actions of all other occupants residing at this unit and for any guests to said unit while residing at Pace East Townhouse Association.~~

As owner of this unit, I hereby confirm by my signature below that I have made our co-occupants aware of the Rules & Regulations, and have informed them of the need to abide by them while residing at my unit. As owner of this unit, I hereby confirm that I understand that it is my responsibility to make sure our guests comply with the Rules & Regulations while visiting my unit and while on the premises of this Association.

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
**HOMEOWNER SIGNATURE** \_\_\_\_\_ **HOMEOWNER SIGNATURE** \_\_\_\_\_

\_\_\_\_\_  
Mailing Address \_\_\_\_\_ Mailing Address \_\_\_\_\_

\_\_\_\_\_  
Phone No. \_\_\_\_\_ E-mail address \_\_\_\_\_ Phone No. \_\_\_\_\_ E-mail address \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
**HOMEOWNER SIGNATURE** \_\_\_\_\_ **HOMEOWNER SIGNATURE** \_\_\_\_\_

\_\_\_\_\_  
Mailing Address \_\_\_\_\_ Mailing Address \_\_\_\_\_

\_\_\_\_\_  
Phone No. \_\_\_\_\_ E-mail address \_\_\_\_\_ Phone No. \_\_\_\_\_ E-mail address \_\_\_\_\_

**OFFSITE (Non-Resident) OWNER(S):**

As Owner of the unit herein described on page 1 of this document, I hereby confirm by my signature below that I have been provided with all the governing documents of this Association, along with the Resale Statement, as part of the resale package as required by law, at or before close of escrow of the subject unit; that included in said resale package, I received a copy, have read, in its entirety, and understand each of the following documents of Pace East Townhouse Association, Inc.:

- 1) the "Rules & Regulations", which are the rules and regulations governing residents at Pace East Townhouse Association, including but not limited to the use of its pool and common areas, and hereby agree to abide by them while owning property at this Association. Further, pursuant to the terms and conditions of this document, I hereby accept responsibility for the actions of each occupant residing at my unit including but not limited to any and all guests and/or guests at said unit while owning said unit at Pace East Townhouse Association; and
- 2) the "Covenants, Conditions and Restrictions" (known as the " CC& R's"), which is also a governing document of this Association the contents of which each and every homeowner is responsible to know and abide by while owning property at this Association. Further, pursuant to the terms and conditions of this document, I hereby accept responsibility for the actions of each occupant residing at my unit including but not limited to any and all guests and/or guests at said unit while owning said unit at Pace East Townhouse Association.

**Page Four - RESIDENCY FORM (Continued)**

As an offsite (non-resident) owner of this unit, I hereby confirm by my signature below that, pursuant to the provisions of the governing documents of this Association, I have provided our guest(s) with a copy of the Rules & Regulations; have discussed the contents of said document with my guest(s,) and informed said guest(s) that all guests are REQUIRED to know and abide by these Rules & Regulations while residing at my unit and while on the premises of this Association.

As Owner of the subject unit, I understand and agree that I am subject to the terms and conditions of the governing documents of this Association and that failure to do so may be considered violation(s) of said terms and conditions; that any violation thereof may be the basis for actions against me by the Board of Directors such as assessment of fine(s), withdrawal of pool or other privileges, and/or legal action as set forth in the governing documents.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**HOMEOWNER SIGNATURE**

Rebecca Adams  
2150 E Manhattan Dr. Tempe AZ 85282

Mailing Address

4805604800

Phone No.

[becca@beccahomes.com](mailto:becca@beccahomes.com)

E-mail Address

**HOMEOWNER SIGNATURE (other)**

Mailing Address

Phone No.

E-mail Address

**GUEST(S):**

As a Guest of the above described property (hereinafter "unit"), I hereby confirm by my signature below that Owner has provided me with a copy of the Rules & Regulations of this Association; that I have read this document in its entirety, understand the contents thereof, and agree to abide by these Rules & Regulations while residing at the subject unit and while on the premises of this Association. Further, that I understand that these Rules & Regulations apply to any and all other occupants and guests at said unit during my tenancy of the subject unit; that although the Owner is responsible to the Association for my actions as Guest of said unit, and responsible for any other occupants and/or guests at said unit, I agree hereby that I am responsible to Owner for my actions, the actions of any other occupants, and the actions of any guests to said unit during my tenancy.

\_\_\_\_\_  
DATE: \_\_\_\_\_  
**GUEST NAME/ SIGNATURE/PHONE #**

\_\_\_\_\_  
DATE: \_\_\_\_\_  
**GUEST NAME/ SIGNATURE/PHONE #**

\_\_\_\_\_  
DATE: \_\_\_\_\_  
**GUEST NAME/ SIGNATURE/PHONE #**

\_\_\_\_\_  
DATE: \_\_\_\_\_  
**GUEST NAME/ SIGNATURE/PHONE #**

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

**PEST ADDENDUM TO SHORT-TERM RESIDENTIAL VACATION LICENCE AGREEMENT**

This agreement is an addendum to the SHORT-TERM RESIDENTIAL VACATION LICENCE AGREEMENT between the property owner/agent Rebecca Adams and guest(s) \_\_\_\_\_ for the premises located at **2233 W Farmdale #1 Mesa AZ 85201**. The parties hereby acknowledge that Arizona is located in a desert and, as such, there are many pests that thrive in the desert and some that arrive from other areas. Both parties hereby acknowledge that they each have independent duties to help control pest issues and that each party must work with the other party to address these issues in a timely manner to avoid pest infestations. Use of the word "pest" includes, but is not limited to: roaches, bedbugs, ants, scorpions, spiders & rodents.

**Obligations of the Property Owner:** The Owner agrees to inspect unit prior to renting the unit for pests and to pre-treat home in the event that any pests are detected. In the event that pests are detected and reported by the guest, the Owner agrees to take all reasonable steps necessary to control or destroy the pests by using the proper protocol as determined by a licensed pest control service. This requirement in no way limits the Owner's right to use staff to remedy the situation. Owner agrees to provide the first treatment at no cost to guest, unless there is evidence that the guest and/or their guest created the environment that could have or actually did create the pest problem. Owner agrees to take reasonable steps to address any identified pest issue.

**Obligations of the Guest:** The guest agrees to take reasonable steps to prevent, control and report any signs of pests within **two** days. Notification shall constitute guest's permission for the Owner to enter the unit to inspect. Both parties agree that because a pest issue needs immediate attention, the parties agree that the Owner shall provide a 48-written notice delivered either to the Guest, to the door or electronically to the Guest. Guest agrees to visually inspect for signs of pests routinely, including after they have visited another home or a hotel, all of their shoes, clothing and luggage. Guest agrees to prepare their unit for treatment and comply with all recommendations and requests from management and pest control specialists prior to the professional treatment including but not limited to: placing all food in properly sealed containers and cleaning the home and all food preparation areas on a daily basis. Guest agrees that they will not knowingly or negligently bring any items into the unit that may be infested with pests or create any condition that would cause pest issues. Guest agrees to keep the home in a clean and debris free condition. Guest agrees to pay for any treatments in excess of the first treatment and that amount is due and owing as rent and payable on or before the next rental due date. If the Guest does not have the unit properly prepared for the initial treatment, the Guest agrees to be liable for that service fee. Guest agrees that breach of any of these obligations will constitute a breach of the lease and may result in an eviction action and/or a claim for the damages incurred by Owner.

**Bedbugs:** If bedbugs are discovered in the unit or in a surrounding unit, the guest agrees to comply with additional steps including but not limited to any protocol provided by the pest control company and:

- 1) Placing all bedding, drapes, and rugs in bags to be transported for laundry or dry cleaning. Wash and dry all machine-washable items in the hottest setting. Dry clean any items that are not washable and notify the drycleaner of the issue so that proper steps may be taken to remedy the issue.
- 2) Removing or destroying all infected mattresses in sealed plastic and away from the common trash disposal area. Discard any other items that can not be treated in the same manner.
- 3) Emptying all closets and furniture from the area during treatment and not returning any of those items until they have been cleared by the pest control specialist. Follow instructions on how to properly clean or destroy any infected items.
- 4) Deeply vacuum all areas of the unit including but not limited to closets and furniture. Follow instructions on how to properly discard vacuum contents.
- 5) Move all of the furniture away from the walls and leave access to closet areas.

**Other:** The guest acknowledges that the Owner is not an insurer of guest's property and is encouraged to have insurance to cover any losses. Furthermore, the guest agrees to indemnify and hold harmless the Owner and its agents from any claims, including attorney fees, which the guest may incur as a result of the negligent or intentional acts of the guest or their guests. Guest may be liable for failing to comply with this addendum. Owner and its agents shall not be liable to guest or their guests for any harm as a result of any pest issue other than for the intentional failure to address a pest issue.

**By signing below, the undersigned acknowledge and agree to the above addendums. All occupants over the age of 18 must sign this Addendum. Failure to execute and return the Addendum will constitute a material breach of the Lease.**

\_\_\_\_\_ Date: \_\_\_\_\_  
Guest Signature

\_\_\_\_\_ Date: \_\_\_\_\_  
Owner/Agent