

**LEASING POLICY
OF THE
COURTYARDS AT MIRAMONT P.U.D. COMMUNITY ASSOCIATION**

SUBJECT: Leasing Policy

PURPOSE: To provide notice of the Association's adoption of a leasing policy

AUTHORITY: The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law

EFFECTIVE DATE: August 22, 2018

RESOLUTION: The Association hereby gives notice of its adoption of a policy establishing rules and regulations regarding the leasing and rental of Lots. The policy adopted is as follows:

INTRODUCTION

1. WHEREAS, On June 5, 2018, the Association recorded the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Courtyards and Cottages at Miramont Association (the "Declaration") in the Larimer County Clerk and Recorder's Office at Reception No. 20180033497, which subjected all of the property in the Courtyards and Cottages at Miramont community ("Community") to its provisions.
2. WHEREAS, the Declaration provides for regulation of leasing and rental of properties within the Community.
3. WHEREAS, Article 5, Section 5.4 of the Declaration provides certain leasing and occupancy restrictions for Lots. Specifically, it prohibits the Leasing of Lots, as defined therein, except as allowed in Section 5.4.
4. WHEREAS, Article 5 Section 5.18 of the Declaration provides that the Board may adopt, amend and repeal rules and regulations concerning and governing the Community, which would include regulations that clarify the provisions of Article 5, Section 5.4.
5. NOW, THEREFORE, the Board adopts the following policy regarding the leasing and rental of Lots ("Policy"):

LEASING POLICY

1. **Definition of Leasing:** The term "leasing" is defined as regular, exclusive occupancy of a Lot by any person other than the Owner. However, leasing shall not include occupancy of a Lot by: (i) the child or parent of an Owner, or (ii) a roommate of an Owner who occupies the Lot as such Owner's primary residence.

2. **Leasing Permits Required:** Owners must have a Leasing Permit or a Hardship Leasing Permit in order to lease their Lots. If issued a permit, the Owner may lease his or her Lot provided that such leasing is in strict accordance with the terms of the permit, Section 5.4 of the Declaration, and this Policy.

All Leasing Permits and Hardship Leasing Permits shall be valid only as to specific Owners and Lots and shall not be transferable between either Lots or Owners; provided, however if a valid lease is in place at the date of transfer of the Lot, that lease may continue until the expiration of the lease term or for a maximum of one year, whichever is earlier.

3. **Issuance of Leasing Permits:**

- a. *Current Owners:* Any Owner who was already the record Owner of a Lot as of June 5, 2018 (“Current Owner”), which is the date Declaration was recorded, shall be entitled to a Leasing Permit, subject to the following:
 - i. For a Current Owner who was already leasing a Lot on June 5, 2018, upon renewal of the existing lease or at the time a new lease is entered the Current Owner must provide the Association with a copy of the lease and the Addendum referenced in Paragraph 6.a.i. below;
 - ii. For a Current Owner who was not leasing a Lot on June 5, 2018, at the time a lease is entered the Current Owner must provide the Association with a copy of the lease and the Addendum referenced in Paragraph 6.a.i. below.

Upon presentation of the lease and copy of the signed Addendum, the Association shall provide the Current Owner with a Leasing Permit, which shall be effective until the Current Owner conveys or otherwise transfers the Lot to a grantee.

Current Owners shall not be subject to the 20% cap on leases, as clarified in Paragraph 4 below, as long as the Current Owner strictly complies with all other leasing regulations set forth in Section 5.4 of the Declaration and this Policy.

- b. *New Owners:* Any Owner who purchased a Lot after June 5, 2018 (“New Owner”) is not automatically entitled to a Leasing Permit. New Owners are subject to the 20% leasing cap, set forth in Paragraph 4 below. New Owners must submit an application and be granted a Leasing Permit or a Hardship Leasing Permit prior to leasing. Leasing without such permit will be deemed a violation of this Policy and the Declaration, enforceable by the Association.
- c. *Revocation of Leasing Permit:* Except as otherwise provided above, a Leasing Permit shall be automatically revoked upon the sale, transfer or other conveyance of the Lot to anyone other than the Owner’s spouse.

4. **Leasing Cap.** An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for twenty percent (20%) of the total Lots in the Community.

If current Leasing Permits have been issued for 20% of the total Lots, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below 20% of the total Lots in the Community. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued the same if they so desire when the number of current outstanding Leasing Permits issued falls less than 20% of the total Lots in the Community. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

5. **Hardship Leasing Permits.** If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Association for a Hardship Leasing Permit. The Association shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (i) the nature, degree, and likely duration of the hardship, (ii) the harm, if any, which will result to the Community if the permit is approved, (iii) the number of Hardship Leasing Permits which have been issued to other Owners, (iv) the Owner's ability to cure the hardship, and (v) whether previous Hardship Leasing Permits have been issued to the Owner.

A "hardship" as described herein shall include, but not be limited to the following situations: (i) an Owner must relocate his or her residence outside Colorado and cannot, within six months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (ii) where the Owner dies and the Lot is being administered by his or her estate; and (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot.

Hardship Leasing Permits shall be valid for a term not to exceed one year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a Leasing Permit.

6. **Leasing Provisions.** Leasing which is authorized, pursuant to Leasing Permit or a Hardship Leasing Permit, hereunder shall be governed by the following provisions:
 - a. **General Regulations:**
 - i. All leases shall be in writing and accompanied by an Addendum signed by the Owner and Lessee. **A copy of the required Addendum is attached to this Policy.** Within 10 days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease, the Addendum, and the name of the lessee and all other people occupying the Lot. The Owner may redact financial terms of the lease.
 - ii. Lots may be leased only in their entirety. No fraction or portion may be leased without prior written Board approval.

- iii. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Rules and Regulations.
 - iv. No lease term shall be for less than six months.
 - v. There shall be no subleasing of Lots or assignment of leases without prior written Board approval.
 - vi. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.
- b. Language Required to be in the Lease: Each Owner covenants and agrees that any lease of a Lot shall contain the following language, and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant; and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

- i. Compliance with Declaration, Bylaws and Rules and Regulations.
The lessee shall comply with all provisions of the Governing Documents adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his or her Lot to comply with the Governing Documents adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee. The fine may be assessed against the Owner after both parties are provided notice and an opportunity for hearing. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Governing Documents adopted pursuant thereto by the lessee, any occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Colorado law. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration and the Owner fails to commence such action within 30 days of the date of the Association's notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner for breaches resulting from the violation of the Governing Documents adopted pursuant thereto. If the Association evicts the lessee, any costs, including but not limited to reasonable attorney fees actually

incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.


ii. Use of Common Area. *The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area.*

7. **Enforcement and Attorneys' Fees.** It is hereby declared to be the intention of the Association to enforce the provisions of this Policy by any and all means available to the Association at law or in equity, and to seek recovery and reimbursement of all attorneys' fees, Association expenses and costs incurred by the Association in connection therewith.
8. **Definitions.** Unless otherwise defined in this Policy, initially capitalized or terms defined in the Declaration shall have the same meaning herein.
9. **Supplement to Law.** The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Community.
10. **Deviations.** The Board of Directors may deviate from the procedures set forth in this Policy if in its sole discretion such deviation is reasonable under the circumstances.
11. **Amendment.** This Policy may be amended from time to time by the Board of Directors.

**PRESIDENT'S
CERTIFICATION:**

The undersigned, being the President of The Courtyards at Miramont P.U.D. Community Association, a Colorado nonprofit corporation, certifies that the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 8-22, 2018 and in witness thereof, the undersigned has subscribed his/her name.

**THE COURTYARDS AT MIRAMONT P.U.D.
COMMUNITY ASSOCIATION**
a Colorado non-profit corporation

By: 
Charles R. Skilling President

LEASE ADDENDUM

This Lease Addendum is made a part of that certain Lease Agreement dated _____ between _____ (“Landlord/Owner”) and _____ (“Tenant”) concerning the property commonly known as _____ Fort Collins, Colorado, _____ (“Premises”).

The following terms and conditions are hereby incorporated into, and made a part of, the Lease Agreement:

The Tenant understands that the Premises are located within a community association known as the Courtyards and Cottages at Miramont Association.

The Tenant has received a copy of the: (i) Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Courtyards and Cottages at Miramont Association (“Declaration”), (ii) Amended and Restated Bylaws of The Courtyards at Miramont P.U.D. Community Association (“Bylaws”), and (iii) Rules and Regulations of The Courtyards at Miramont P.U.D., Community Association (“Rules”).

The Tenant hereby agrees:

- To comply with the terms, conditions, restrictions, rules, regulations, and covenants set forth in the Declaration, Bylaws, and Rules and Regulations.
- To ensure that the Tenant’s guests comply with the terms, conditions, restrictions, rules, regulations and covenants set forth in the Declaration, Bylaws, and Rules and Regulations.
- To not sublease the Lot or assign a lease without prior written approval by the Board of Directors of the Association.
- To not lease any individual room or rooms of the Lot, and to only lease the Lot in its entirety.
- That the lease or other occupancy is for a term of at least six months.
- That a violation by the Tenant and/or the Tenant’s guests of any term, condition, restriction, rule, regulation, or covenant contained within the Declaration, Bylaws, or Rules and Regulations will be a breach of the Lease Agreement, which will authorize the Landlord/Owner to terminate the lease without liability and to evict the lessee in accordance with Colorado law.
- That if the Association requests that the Owner evict the Owner’s tenant, and the Owner fails to take such action within 30 days of the date of the Association’s notice, the Association may commence eviction proceedings, as attorney-in-fact on behalf of and for the benefit of the Owner for breaches resulting from the violation of the governing documents.
- The following language is hereby incorporated into the Lease Agreement:

Compliance with Declaration, Bylaws and Rules and Regulations. The lessee shall comply with all provisions of the Governing Documents adopted pursuant thereto and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his or her Lot to comply with the Governing Documents adopted pursuant thereto, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee. The fine may be assessed against the Owner after both parties are provided notice and an opportunity for hearing. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Governing Documents adopted pursuant thereto by the lessee, any occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Colorado law. If the Association requests that the Owner evict the Owner's tenant based on the terms of this Declaration and the Owner fails to commence such action within 30 days of the date of the Association's notice, the Association may commence eviction proceedings. Upon failure by the Owner to comply with the Association's request to evict, the Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Owner for breaches resulting from the violation of the Governing Documents adopted pursuant thereto. If the Association evicts the lessee, any costs, including but not limited to reasonable attorney fees actually incurred and court costs associated with the eviction shall be an Assessment and lien against the Lot.

Use of Common Area. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area.

In the event that any provision of this Lease Addendum conflicts with any provision contained within the Lease Agreement, this Lease Addendum shall control.

IN WITNESS WHEREOF, the Landlord and Tenants have executed this Lease Addendum the day and year set forth below.

LANDLORD/OWNER:

TENANTS:

Print Name: _____
Date: _____

Print Name: _____
Date: _____

LEASING PERMIT

THIS LEASING PERMIT ("**Leasing Permit**") is made this ___ day of _____, 20__, by the Courtyards at Miramont P.U.D. Community Association, a Colorado nonprofit corporation ("**Association**") for the benefit of _____ ("**Owner**"), whose current address is _____.

The Association hereby gives permission to the Owner to lease his/her Lot at _____ on the basis of the Owner's application for a Leasing Permit. In consideration of the Association providing this Leasing Permit to the Owner, the Owner agrees to comply with the following conditions with respect to leasing of the Lot as well as all other covenants, conditions, and restrictions set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Courtyards and Cottages at Miramont Association ("**Declaration**") as well as the Association's Leasing Policy and applicable Rules and Regulations.

1. Permission to Lease. Owner is hereby granted permission to lease the Lot subject to the terms and conditions of this Leasing Permit and the Declaration. A Leasing Permit has been approved for the following reasons:

2. No Transfer of Leasing Permit. This Leasing Permit shall be valid only between the Owner and the Association and shall not be transferable from the Owner to a subsequent owner of the Lot (except as provided herein), to another Lot, or to an owner of another Lot.

3. Leasing Permit Term. This Leasing Permit shall be valid until revoked upon the sale, transfer, or other conveyance of the Lot to anyone other than the Owner's spouse. Notwithstanding the above, if a valid lease is in place on the date of a sale or transfer of the Lot, that lease may continue until the expiration of the lease term or for a maximum of one year, whichever is earlier. In such a case, this Leasing Permit shall remain valid until the expiration of the existing lease term or for a maximum of one year, whichever is earlier.

Signature Page Follows.

IN WITNESS WHEREOF, the parties have executed this Leasing Permit this _____ day of _____, 20__.

ASSOCIATION:

The Courtyards at Miramont P.U.D. Community Association,
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

OWNER:

Signature: _____
Name: _____

Owner's offsite address: _____

Signature: _____
Name: _____

The Courtyards at Miramont P.U.D. Community Association

Leasing Permit Application

NAME: _____

ADDRESS: _____

RENTAL PROPERTY ADDRESS: _____

LANDLORD'S OFFSITE ADDRESS: _____

Home Phone: _____ Work Phone: _____ Email: _____

I/We understand that leasing is authorized pursuant to Article 5, Section 5.14 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Courtyards and Cottages at Miramont Association and the Association's Leasing Policy. I have read the aforementioned documents, desire to lease my Lot, and shall comply accordingly.

Homeowner's Signature: _____ Date: _____

Approved Date: _____

Denied because

For Internal Use only:

Form Received on _____ Returned on: _____

Return to: Courtyards at Miramont P.U.D. Community Assoc.
c/o Poudre Property Services
706 S. College Ave., Suite 207
Fort Collins CO 80524