Falls Creek Ranch Association

Property Rental Rules Effective April 17, 2017

This document has been created to restate important requirements from the Falls Creek Ranch HOA Covenants with regard to renting property at Falls Creek Ranch. It is imperative that any Property Owner and Tenant have a working understanding of the Falls Creek Ranch Covenants and Governing Documents.

(For reference, all italicized items below come directly from the Falls Creek Ranch HOA Covenants or other Falls Creek Ranch Governing Documents.)

1.) OWNER SHALL PROVIDE THE HOA WITH TWO COPIES OF THE LEASE AGREEMENT 7 DAYS PRIOR TO COMMENCEMENT:

While the FCR Covenants require a copy of any lease be provided as written below in italics, this improved Rule requires that Two executed copies of any lease, along with this form, be submitted to the Falls Creek Ranch Secretary at least 7 days prior to the commencement of such lease. Please assist your volunteer board by complying with this Rule.

• FROM FALLS CREEK RANCH COVENANT No. 11: An executed copy of the lease agreement, clearly stipulating tenant's privileges and obligations and tenant's knowledge of restrictive covenants and regulations, shall be provided to the secretary of the Association on or before the date of commencement of such lease.

2.) TENANTS AND OWNERS ARE REQUIRED TO ACKNOWLEDGE THE FOLLOWING:

This document must be signed before a Notary thereby acknowledging receipt of same. In doing so, Owner and Tenant represent having a full understanding of the Falls Creek Ranch Covenants, Governing Documents, and the requirement to abide by and be bound by same. Owner hereby acknowledges that the Owner may be liable for actions of the Tenant. Further, Owner and Tenant acknowledge the single family occupancy definition in the Falls Creek Ranch Covenants.

- FROM FALLS CREEK RANCH COVENANTS No. 9: The term "single family occupancy" shall mean a group of individuals living together as a family unit, no more than two of whom shall be unrelated by blood, marriage or adoption.
- FROM FALLS CREEK RANCH Policy for Covenant Enforcement/Fines Policy: Member Obligation. The Member or Members as defined in the Governing Documents has the primary obligation to comply with sanctions and pay fines imposed for their actions and the actions of their tenants, family members, guests, visitors, contractors, employees, or occupants.

• <u>FROM COVENANT #11</u> – Owners may not rent their primary residential structure, or any portion thereof, except during periods of the owners' absence.

3.) THE HOA HAS THE AUTHORITY TO TERMINATE A LEASE:

BY THE TENANT:

Tenant understands that their lease may be terminated by the Association for failure by tenant or landlord to abide by the Falls Creek Ranch Covenants.

• FROM THE FALLS CREEK RANCH COVENANTS #11: Any rental shall be subject to termination by the Association upon ten (10) days written notice to the owner and the tenant in the event the tenant fails to abide by these protective covenants or rules or regulations established by the Board of Directors.

Signed this day of, 20	
 Tenant	
STATE OF COLORADO) ss	
COUNTY OF LA PLATA)	
The foregoing was acknowledged 20_, by	d before me this day of,
WITNESS my hand and official sea	
	Notary Public
BY THE LANDLORD/PROEPERTY OWN	NER
Signed this day of, 20	
 Landlord/Property Owner	
STATE OF COLORADO) ss	
COUNTY OF LA PLATA)	
The foregoing was acknowledged	I hofore me this day of

20, by	
WITNESS my hand and official seal. My commission expires:	
	Notary Public