

ELK STREAM RANCH

A Colorado Common Interest Community
Located in T36N R13W, T35N R13W, T36N R12W and T35N R12W, N.M.P.M
Montezuma County and La Plata County, Colorado

Elk Stream Ranch Property Owners Association, Inc.
A Colorado Non-Profit Corporation

POLICIES

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POLICY #11-2010: TENANT POLICY

Adopted August 6, 2010

Amended: 10-24, 2018

The following policy has been adopted by the Elk Stream Ranch Property Owners Association, Inc., a Colorado Non-Profit Corporation ("Association") pursuant to the provisions of C.R.S. 38-33.3-209.5, in accordance with the Association's policy regarding adoption and amendment of policies.

Purpose: To adopt a standard procedure to be followed by the Board and Owners when a parcel is rented by the Owner.

NOW, THEREFORE, IT IS RESOLVED that the Board of Directors does hereby adopt the following policy regarding the rental of Parcels:

1. Tenants as Guests of Owner. All tenants of Parcels in the Elk Stream Ranch are the Guests of the Owner as defined in the Declaration.

2. Governing Documents. As required by Section 9.02 of the Declaration, the Governing Documents including all Rules and Regulations apply to all tenants/Guests to the same extent they apply to Owners, and each Owner shall comply with, and shall require its Guests to comply with all provisions of the Governing Documents that apply to such Owner or such Owners Parcel.

3. Owner Requirements.

a. No Short-Term Rentals. In accordance with Section 9.05(a)(i) of the Declaration, no Owner shall lease its residence for less than a period of one (1) month.

b. Rental Restriction. Based on existing easement restrictions affecting all Lot Owners, residential buildings, Guest quarters, ancillary buildings, ranch buildings and pasture must be rented or leased together to the renting party and no building may be rented or leased separately, no guest housing or domestic help quarters shall be rented or leased separately from the residence, and no pastures may be rented or leased separately from the residence.

4. Leases.

a. **Lease Provision Regarding Governing Documents.** Every lease of a Parcel must contain a provision stating that the tenant/Guest acknowledges receipt and review of the Governing Documents.

b. **Verification by Association.** Every Owner shall provide the tenant's/Guest's contact information to the Association for emergency contact purposes and to verify the required lease provision. A copy of the fully executed lease provided to the Association by the Owner containing the required provisions and the tenant's contact information shall fulfill these requirements. A copy of all modifications, renewals or other changes to any lease shall be provided to the Association by the Owner.

5. Communication with the Association.

a. **Written Authorization Required.** No tenant/Guest may communicate with the Association on behalf of the Owner in the absence of written authorization of the Owner, specifying the extent of authority granted by the Owner to the tenant/Guest.

6. Use of Common Elements. In accordance with Section 9.05(b) of the Declaration, all Owners and their Guests may use the General Common Elements and the Limited Common Elements designed to serve their Parcels for the purposes for which such Common Elements are intended. Neither an Owner nor a Guest may use any Common Element in any manner that unreasonably interferes with the rights of other Owners in and to the Common Elements. No Owner shall cause, or permit its Guests to cause waste to any Common Element. The Owners' rights to use the Common Elements are subordinate and subject to all of the rights and powers of the Association with respect to the Common Elements, including, without limitation, the Association's right and power to adopt rules regulating the use of the Common Elements.

7. Default Assessments Against Owners. In accordance with Section 6.06 of the Declaration, if any Common Expense is caused by the negligence or misconduct of an Owner or an Owners Guest; or a violation of any covenant or condition of a Governing Document by an Owner or an Owners Guest, the Association may levy an Assessment for such Common Expense against such Owners Parcel. Any such Assessment levied by the Association and each fine, penalty, fee or other charge imposed upon an Owner for the Owners violation of any covenant or condition of any Association Document shall be a Default Assessment.

8. Association Responsibilities. The Association shall take no actions regarding tenants/Guest that would constitute a violation of the Fair Housing Act or other applicable law.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Elk Stream Ranch Property Owners Association, Inc., a Colorado Non-Profit Corporation, certifies that the foregoing Resolution was approved and adopted by the Board, at a duly called and held meeting of the Board on (date) 10-24-18 and in witness thereof, the undersigned has subscribed his name.

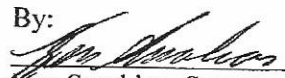
Elk Stream Ranch Property Owners Association, Inc.,
a Colorado Non-Profit Corporation

By: 

Tom Olson, President

Tom Olson

ATTEST

By: 
Ken Surabian, Secretary / Treasurer

*KEN SURABIAN SECRETARY
TREASURER*