

**RESOLUTION
OF THE
RED HAWK HOMEOWNERS ASSOCIATION, INC.
REGARDING POLICIES AND PROCEDURES
FOR
LEASING OR RENTING A UNIT**

- SUBJECT:** Adoption of a policy regarding the leasing or renting of a Unit within the Association's community as provided for in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Red Hawk recorded in the real property records of Douglas County on September 30, 2014 ("Declaration").
- PURPOSE:** To adopt uniform procedures to be followed when leasing or renting of a Unit or any portion thereof within the Red Hawk community.
- AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.
- EFFECTIVE DATE:** November 30, 2014
- RESOLUTION:** The Association hereby adopts the following procedures to be followed for leasing or renting a Unit within the Association's community.

1. **Generally.** Compliance with the standards of the Community, as set forth in the Declaration of Covenants, Conditions and Restrictions of Red Hawk ("Declaration"), is critical to ensure a quality living environment and to preserve and maintain the value of the property within the Community.
2. **Definitions.**
 - (a) Association – is the Red Hawk Homeowners Association.
 - (b) Governing Documents. – include, but are not limited to, the Articles of Incorporation; Bylaws; and Declaration of Covenants, Conditions and Restrictions of Red Hawk.
 - (c) Lease – the term "lease" as used herein, shall include any agreement for the leasing or rental of a Unit, or any portion thereof.
3. **Responsibility of Owners for Actions of Tenants.** An Owner shall be responsible for violations based on the actions of its tenants (and their guests and invitees). Further, an Owner shall be personally liable and responsible for all fines and penalties assessed for violations based on the actions of the Owner's tenants (and their guests and invitees).
4. **Procedures.** Within ten (10) business days after executing a lease agreement for a Unit, the Owner shall provide the Board of Directors with a copy of the signed lease, the name of the lessee, and all other people occupying the Unit. The Owner may redact the financial terms of the lease.

Upon receipt of the lease agreement, the Association's property management company will submit the names of all proposed occupants (permanent or temporary) to the Castle Rock Police Department or similar governmental entity to run a check against the registered sexual offender list. If one of the tenants is required to register pursuant to the Colorado Sex Offender Registration Act, the Board will notify the Owner that the lease is in violation of the provisions of the Association's Governing Documents and must be defaulted.

All costs and expenses incurred by the Association as a result of a violation of this provision, contained in Article IX, Section 14 of the Declaration, shall be assessed to the Owner of the Unit housing the offender.

5. **Lease Agreements.** The following statements are required to be contained in the lease of any Unit:

(a) "This lease shall be subject in all respects to the provisions of the Governing Documents and the rules and regulations of the Red Hawk Homeowners Association."

(b) "Subleasing or assignment of this lease is not permitted without written approval of the Board."

(c) "I understand that any failure to comply with any of the aforesaid documents, in any respect, shall be considered a default of the terms and conditions of this lease."

(d) "I understand that individuals required to register pursuant to the Colorado Sex Offender Registration Act are prohibited from residing in, temporarily or permanently, any unit within the Association's community."

(e) "I have received a copy of the Association's Governing Documents prior to signing this lease."

As an alternative to altering an existing or standardized lease agreement, the Attachment to this policy document may be used as an addendum to any lease agreement.

6. **Restrictions.** The following restrictions apply to all leases and/or rental agreements within the community.

(a) All leases must be in writing.

(b) All leases must be for an initial term of not less than three (3) months.

(c) No fraction or portion of a Unit may be leased.

(d) No Unit may be subleased or lease assigned without written approval of the Board.

(e) There shall be no leasing of individual rooms within a Unit (i.e., a Unit may not operate as a boarding house).

7. **Deviations.** The Board of Directors may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances and does not conflict with Article IX, Section 14 of the Declaration.

8. **Miscellaneous Provisions.** In the event a Court of competent jurisdiction finds a provision of this collection policy void or otherwise unenforceable, the other provisions shall remain in full effect.

PRESIDENT'S CERTIFICATION: The Undersigned, being the President of the Association certifies that the foregoing Resolution was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on NOV 20, 2014 and in witness thereof, the undersigned has subscribed his/her name.

RED HAWK HOMEOWNERS ASSOCIATION, INC.,
a Colorado nonprofit corporation

By: Ralph J. Jellenstein
President



ATTACHMENT A
LEASE ADDENDUM

**LEASE ADDENDUM
RED HAWK HOMEOWNERS ASSOCIATION, INC.**

This lease shall be subject in all respects to the provisions of the Governing Documents of the Red Hawk Homeowners Association, Inc., including the rules, regulations and policies. The renter/lessee agrees to abide by all provisions of the Governing Documents, as they may be amended from time to time. Renter/lessee acknowledges receipt of a copy of the Governing Documents.

Renter/lessee further acknowledges that failure to abide by the terms of the Governing Documents shall constitute a material breach of this Lease Addendum and the terms and conditions of the lease.

Subleasing or assignment of this lease is not permitted without written approval of the Board of Directors.

I understand that individuals required to register pursuant to the Colorado Sex Offender Registration Act are prohibited from residing in, temporarily or permanently, any unit within the Association's community, and by signing below, acknowledge that the renter/lessee and any other individuals that will be residing with renter/lessee are not required to register pursuant to the Colorado Sex Offender Registration Act.

It is the intention of the parties hereto that the provisions of this Lease Addendum are severable from the lease and from each other so that if any provision is invalid or void under any law or ordinance, the remainder shall be unaffected thereby.

In the event of a default by renter/lessee in the performance of the terms of the lease or this Lease Addendum, or of the Governing Documents of the Association, then, in addition to all other remedies which it may have, the Association or its representative shall notify the Member/landlord of the default(s) and demand that they be corrected through the Member's/landlord's efforts within 30 days after such notice. If the default(s) is not corrected within the 30-day period, the Member/landlord shall immediately thereafter, at his or her own cost and expense, institute and diligently prosecute an eviction action against renter/lessee. The eviction action shall not be settled without the prior consent of the Association or its representative. In the event the Member/landlord fails to fulfill the foregoing obligation, the Association shall have the right, but not the duty, to institute and prosecute an eviction action as attorney-in-fact for the Member/landlord, at the Member/landlord's sole cost and expense, including all legal fees incurred. The Member/landlord releases the Association for any claims relating to the Association's eviction action. The Member/landlord hereby irrevocably names, constitutes, appoints and confirms the Association as his or her attorney-in-fact to take all such actions as it deems appropriate on his/her behalf. All costs and attorney's fees incurred by the Association to enforce the terms of the lease or of this Lease Addendum, or of the Governing Documents of the Association, or to evict renter/lessee pursuant thereto, will be assessed against the Unit and the Owner thereof, and shall be deemed to constitute a lien on the Unit involved. The Association may enforce collection of the amounts that constitute the lien in the same manner as an assessment. Both the Member/landlord and renter/lessee acknowledge that the Association is a third-party beneficiary of the lease and Lease Addendum.

In the event that the violation discussed above is of a continuing nature or if the violation constitutes a threat to the health, safety, or welfare of the residents or the property within the community, the Association acting through the Board of Directors may institute an action in a court of competent jurisdiction seeking injunctive relief to abate the violation without providing notice as set forth above. Nothing in this Lease Addendum constitutes an election of remedies nor precludes the Board from levying fines as set forth in its Enforcement Policy while at the same time seeking injunctive relief for violations of a continuing nature or violations that affect the health, safety, or welfare of the residents or the property.

By: _____
Renter/Lessee

Date: _____

By: _____
Member/Landlord

Date: _____