

Angler Mountain Ranch Townhomes Neighborhood Committee

Situated in Summit County, Colorado

RESOLUTION # -2018

A RESOLUTION ADOPTING RULES AND REGULATIONS SPECIFICALLY FOR THE TOWNHOMES NEIGHBORHOOD, RESTRICTING RENTALS OF TOWNHOMES LOCATED IN THE TOWNHOMES NEIGHBORHOOD

As used in this Resolution and the attached Rule, the term “Townhome” shall mean a Home (as defined in the Declaration) that is located in the Townhomes Neighborhood.

WHEREAS, pursuant to Article VI of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Angler Mountain Ranch (“Declaration”), recorded March 3, 2008 as amended, the specific constituent neighborhoods located within Angler Mountain Ranch are authorized to form a Neighborhood Committee, and vote on the adoption of rules and regulations in accordance with the Declaration; and

WHEREAS, pursuant to Section 1(E) of the Angler Mountain Ranch Homeowners Association Rules and Regulations (“Rules and Regulations”), as amended and adopted on July 14, 2015, the specific constituent Neighborhood Committees located within Angler Mountain Ranch are authorized to adopt supplemental rules and regulations for the specific neighborhood that such committee represents, provided that such rules and regulations are not in conflict with or abatement of the Rules and Regulations adopted by the Angler Mountain Ranch Homeowner’s Association (“Association”), or the dictates of the Declaration; and

WHEREAS, Article III, Section 3.4(f) of the Declaration provides that “the Association or the Board may require a minimum lease term of up to 3 months and may limit the number of times per year a Home may be leased.” The Association may require that Owners “use lease forms approved by the Association and may impose administrative fees and reserve assessments on the lease or transfer of any Home in such amount as the Board may reasonably determine. Such fees may be graduated based on length of the lease, type of occupancy, or other factors which the Board deems appropriate.”

WHEREAS, Article III, Section 3.5(b) of the Declaration further addresses leasing requirements, and the Townhomes Neighborhood Committee (“Committee”) would like to utilize these permissible restrictions to regulate and limit short term rentals of Townhomes; and

WHEREAS, the Association has declined to adopt any such rules and regulations to date for Angler Mountain Ranch, and accordingly, no restriction on rentals, on either a short term or long-term basis, presently exists; and

WHEREAS, in accordance with the aforementioned sections of the Declaration and Rules and Regulations, the Committee sought to adopt a restriction on rentals that limits rentals of any length to four times per calendar year specifically for the Townhomes Neighborhood only; and

WHEREAS, after several Association and Committee meetings to discuss this issue, including a discussion during the annual Townhomes Neighborhood Owners meeting dated June 9, 2018, and after consideration of all evidence and testimony presented therein, the Committee has decided to proceed with an election regarding the adoption of such rules and regulations restricting the frequency and duration of rentals of Townhomes; and

WHEREAS, the Committee desires to protect the character of the Townhomes Neighborhood by restricting the number of times a year a Townhome may be leased or rented to avoid the nuisances that commonly arise from typical short-term rental usage; and

WHEREAS, Article III, Section 3.2(b) of the Declaration allows the members of a Neighborhood Association to modify, cancel, limit, create exceptions to or expand the Rules and Restrictions which apply only to that Neighborhood; and

WHEREAS, additionally, Article III, Section 3.4(a) states Rules and Restrictions may vary by Neighborhood; and

WHEREAS, Article III, Section 3.4(d) of the Declaration states the Association may prohibit activities that generate excessive noise or traffic or that create an unreasonable source of annoyance; and

WHEREAS, the Committee finds that such issues related to excessive noise and traffic are typically associated with multiple rentals, and the constituent Townhomes Neighborhood Owners would like to restrict leasing to avoid these issues.

WHEREAS, the Committee further finds that the restriction of rentals of Townhomes to 4 times per year is a reasonable restriction which does not prohibit the reasonable use and enjoyment of the affected property and does not serve to affect any prohibited restraint on the alienation of property of any Townhome.

NOW THEREFORE, BE IT RESOLVED by the Angler Mountain Ranch Townhomes Neighborhood Committee that the following rental Rules and Regulations, as attached hereto as Exhibit A to this Resolution, and incorporated herein as if referenced in full, shall be presented for election and adoption to all Townhome Owners, for adoption of supplemental regulations specifically restricting the frequency of rentals of Townhomes.

ADOPTED this 27th day of August 2018.

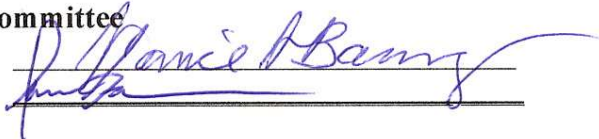
Angler Mountain Ranch Executive Board

President Dave Servinsky
Secretary Janice Barringer



Angler Mountain Ranch Townhomes Neighborhood Committee

President Janice Barringer
Secretary Kevin Bemis



Effective Date for all rules except 2A: September 1, 2018

Effective Date for rule 2A: September 1, 2020

“Owners may lease or rent their Townhome a maximum of four (4) times per calendar year, regardless of length of stay. A lease or rental agreement that crosses from one year to the next shall be attributed to the year in which it began.

Angler Mountain Ranch Homeowners Association
Townhomes Neighborhood
Exhibit A: Rules & Regulations for Leasing

The following Rules and Regulations (“Rules”) have been created by the Townhomes Neighborhood of the Angler Mountain Ranch Homeowners Association (“Association” or “Community”) in order to protect and enhance the investment of the Members of the Association and contribute to the harmonious and enjoyable living environment of all who own property and/or reside in the Angler Mountain Ranch Townhomes Neighborhood (“Owners” and/or “Residents”).

1. OVERVIEW

A. Townhomes Neighborhood Committee as Sole Interpreter. The interpretation of the Rules will be subject to the exercise of the reasonable discretion of the Townhomes Neighborhood Committee.

B. Failure to Act. No failure or forbearance of the Townhomes Neighborhood Committee to insist on the strict adherence to any provision of the Rules shall constitute a waiver of such provision unless such waiver is made in writing by the Townhomes Neighborhood Committee. Furthermore, no failure to enforce any provision of the Rules shall prevent the Townhomes Neighborhood Committee from subsequently exercising any of the rights and remedies found in these Rules for any subsequent breach.

C. Applicability and Responsibility.

i. **Applicability.** These Rules shall apply to all Owners, residents, and Tenants of the Townhomes Neighborhood specifically.

ii. **Responsibility.** In all cases, Owners are responsible for the activities of their family, guests, and invitees, as well as the activities of their Tenants and their Tenant’s family, guests, and invitees. Moreover, any Tenant and resident of any of the Townhomes shall also hold individual responsibility for their individual activities.

iii. **Tenants.** Tenants are a person or group that rents and occupies a Townhome from Owner for a period of time for monetary compensation. Tenants must receive a copy of the Rules and expressly agree, in writing, to abide by the Rules, by means of an acknowledgement included in their lease or rental agreement.

iv. **Initial Developer Purchase and Sale Agreement between Compass Homes and Buyers.** These Rules shall have universal application throughout the Townhomes Neighborhood regardless of any disparate or inconsistent provisions expressed in any past or future sales agreements, or any other writings or representations to the contrary whatsoever. Every Owner is obliged to keep themselves updated as to the status of the existing rules and regulations applicable to the Neighborhood.

v. **Payment of Fines.** Each Owner is responsible for payment to the Association for fines levied as a result of violation of these Rules. All past due accounts will be addressed by following AMR’s collection policy.

vi. **Amendment of this Rule.** Subsequent to official adoption of this Rule, any amendment thereof must be approved according to the then current requirement for Rules adoption in the Townhomes Neighborhood.

D. Effective Date. This Rule will go into effect immediately upon passage of the rule by Townhome Owners and ratification by the Angler Mountain Ranch Executive Board with the following exceptions:

- i. The maximum number of rentals per calendar year will go into effect 24 months following passage of the rule and ratification.
- ii. The Association shall have the right, but not the obligation, to grant hardship exceptions in its sole and absolute discretion upon application outlining the reason(s) for the request for a hardship exception.
 - a) Each Owner may receive a maximum of one hardship exception for a maximum period of 12 consecutive months.
 - b) A “hardship” includes, but is not limited to, the following situations: (a) an Owner cannot, within six months from the date that the Townhome was placed on the market, sell the Townhome except at a price below the current appraised market value, after having made reasonable efforts to do so; (b) an Owner dies and Owner’s estate is administering the Townhome; (c) a full-time Owner has a medical situation that requires off-site care, but the Owner or co-Owner intends to return and reside in the Townhome; (d) a full-time Owner is deployed in the military and intends to return and reside in the Townhome; or (e) a full-time Owner takes a leave of absence or temporarily relocates out of the Summit County area and intends to return to reside in the Townhome within one year.

E. Lease and Rental. A lease or rental agreement is a contract that contains the agreed-upon terms between the Owner and Tenant regarding a specific rental period in consideration of monetary compensation.

F. Local, State and Federal Law. The Rules established by the Association shall not supersede local, state or federal laws and regulations. The Rules shall also not supersede, abridge or conflict with any provision of the Declaration applicable to the entire Angler Mountain Ranch Homeowners Association. Civil complaints and violations of local ordinances or state or federal laws may be pursued through normal legal channels without the involvement of the Association, the Board, or Neighborhood Committee.

2. LEASING AND RENTING

A. Owners may lease or rent their Townhome a maximum of four (4) times per calendar year, regardless of length of stay. A lease or rental agreement that crosses from one year to the next shall be attributed to the year in which it began.

B. All leases and rental agreements shall be effectuated in writing. Leases or rentals that are not effectuated by written document in advance of the lease term or rental period shall be considered to be in violation of this section 2, regardless of compliance with other provisions herein.

C. A standard lease or rental agreement must include, but is not limited to, the following:

- i. The number of persons that may occupy a leased or rented Townhome shall not exceed eight.
- ii. The number of vehicles parked on the driveway at a leased Townhome shall not exceed the number that does not interfere with neighbors’ parking and access, to be determined at the discretion of the Neighborhood Committee prior to any leasing.
- iii. The number of vehicles allowed to park inside the garage is at the discretion of the Owner.
- iv. No parking is allowed on the street.

D. Owners must carry insurance for their home that is appropriate for the rental usage. As insurance company rules in relation to the type of policy can vary; it is important for each

owner to verify with their insurance company that their coverage is sufficient for rental of the home.

- E. Leases or any other form of rental agreement, including emails detailing the agreement, must be forwarded to the Association in advance of Tenant occupancy. The lease/rental amount may be redacted.
- F. Owners must provide a copy of all Association Rules to Tenants; Tenants must agree to abide by them in writing or by email, by means of an express acknowledgement included in the lease or rental agreement.
- G. Owners must comply with all applicable federal, state, town and county laws and regulations regarding leasing.
- H. Subleasing by a Tenant is prohibited.
- I. No animals may be brought onto AMR property by Tenants.
- J. Quiet hours are 10 PM to 7 AM.
- K. No loud parties or commercial activities are allowed.
- L. Turn outdoor lights off when not in use and do not leave them on overnight.
- M. No fireworks, wood fires or charcoal fires are allowed by Tenants.
- N. Tenants may not use the surface of the AMR lake or the community center.
- O. Owners who lease or rent will be charged a fee per lease or rental agreement for the Association's property manager to collect and maintain agreements to document compliance with these Rules. The current fee is \$25 per lease or rental agreement, payable to the Association. The Neighborhood Committee may change the fee upon not less than 30 days written notice.

3. ENFORCEMENT

- A. Article VI, Section 6.1 of the Declaration provides that the Angler Ranch Homeowners Association is the primary entity responsible for enforcement of the Governing Documents, which include Rules and Regulations. Therefore, the Association will enforce these leasing rules on behalf of the Neighborhood. To the extent that the Association incurs expenses or costs, including attorneys' fees, in administering and/or enforcing these leasing rules, those expenses and costs will be levied as Neighborhood Expenses.
- B. Failure to comply with the leasing restriction in Section 2(A) above is subject to a \$250.00 per day fine for each day the violation continues, which fine will be levied and collected in accordance with the Declaration and the Association's Covenant and Rule Enforcement Policy.
- C. Violation of other provisions of this policy will be subject to the following fine schedule:
 - i. First violation: Warning Letter
 - ii. Second violation: \$ 100.00
 - iii. Third violation: \$ 500.00
 - iv. Fourth violation: \$1,000.00
 - v. Subsequent violations: \$1,000.00
- D. Enforcement of the provisions in this Rule will be subject to all enforcement rules and processes adopted by the Angler Mountain Ranch Homeowners Association in the future, with the exception of the fee structure. Fines will be collected in the same manner as assessments as more particularly provided in the Declaration and the Association's Collection Policy.