

**RESOLUTION OF THE
TALLYN'S REACH MASTER ASSOCIATION, INC.
REGARDING LEASES AND RENTALS**

SUBJECT: Adoption of a policy and procedure regarding Leasing and Rentals.

PURPOSE: To provide notice of the Association's adoption of a uniform and systematic procedure to enforce the governing documents of the Association.

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

EFFECTIVE DATE: JUNE 18, 2020

RESOLUTION: The Association hereby adopts the following policy:

Declaration Section 9.3.3 Leases provides:

The term "lease," as used herein, shall include any agreement for the leasing or rental of a Unit and shall specifically include, without limitation, a month-to-month rental. Owners shall have the right to lease their Units only under the following conditions...

1. "Tenant" is defined as including any occupant of the Property other than the Owner by any person not on title to the property, including family members, roommates or others, whether or not they pay any rent to the Owner.
2. Any "Lease" or act of "Leasing," for purposes of these Rules, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner.
3. Entire Lot. Lots must only be leased in their entirety. No fraction or portion may be leased without prior written Board approval.
4. All leases:
 - a. Must be in writing;
 - b. Shall provide that the terms of the lease and the tenant's occupancy of the Unit shall be subject in all respects to the

provisions of the Declaration, the Articles of Incorporation, the Bylaws, Rules and Regulations and Design Guidelines, as the same may be amended from time to time (“Governing Documents”).

- c. Must be provided to the Association within ten (10) days of the inception of the tenancy.
- d. All leases and subleases must be for at least 28 days.

5. Owners must provide Tenants copies of each of the current Governing Documents for the Association prior to the time the Tenant(s) first takes possession of the unit.

6. Acts or omissions of tenants, occupants, visitors and invitees that cause loss to the Association are the responsibility of the Owner and will be assessed to the Owner accordingly.

7. Supplement to Law. The provisions of this Resolution 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.

8. Deviations. The Board may deviate from the procedures set forth in this Resolution if its sole discretion such deviation is reasonable under the circumstances.

9. Amendment. This policy may be amended from time to time by the Board of Directors.

10. Severability. Invalidation of one of the foregoing provisions by court order or judgment shall have no effect on the remaining provisions which shall remain in full force and effect.

11. Rescinds and Supersedes

This Policy rescinds, supersedes and replaces all prior policies, rules, and guidelines on this subject.

CERTIFICATION:

The undersigned, being the President of the Board of Directors of The Tallyn's Reach Master Association, Inc., a Colorado nonprofit corporation, certifies that this Policy was adopted by Resolution approved by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on June 18, 2020 and in witness thereof, the undersigned has subscribed his/her name.

**THE TALLYN'S REACH MASTER ASSOCIATION,
INC., a Colorado non-profit corporation**

By: 

Its: President