The Villages at Meadow Lakes Leasing Rules, Adopted 3/18/2010

- 1. Landlords are required to provide proof of City of Aurora License and exterior inspection results.
 - a. Landlords are required to provide inspection results of any interior inspections if deemed necessary by the City of Aurora.
- 2. An in-person interview with each existing landlord and any new landlords are required to confirm an understanding of these rules.
 - a. Require information meeting with tenant at next HOA meeting to confirm an understanding of these rules.
- 3. An in-person interview with the home owner, landlord and tenant is required if more than 2 HOA violations are reported and confirmed within a 12 month period. Landlord and tenants will be required to attend the next HOA meeting to be questioned by the board during executive session.
 - a. Failure to appear, save extreme circumstances, would result in a fine of \$200.
 - b. Ongoing violations and/or repeated violations (more than 4 in a 12 month period) may result in revoking the landlord's ability to lease that unit.
- 4. Landlords are required to provide proof to the Board that all City of Aurora licensing guidelines are met.
- 5. a. Landlords must provide the Association with a copy of the lease, executed by the tenants not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The lease must include names of all the residents of the unit. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in conformance with, be subject to and make specific reference to, the legal documents of the Association.
 - b. There are several important items that every investor-owner must consider before leasing his/her unit. The Association is a Crime Free Community and has implemented this program:
 - (1) Owners must notify prospective tenants that the Association is a Crime Free Community.
 - (2) Owners must show prospective tenants the Crime Free Lease Addendum. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application.
 - (3) Owners must obtain a completed lease application from prospective tenants, and provide a copy to the Board of Directors, no later than the date of occupancy or ten days after the lease is signed, whichever occurs first, a copy of the application is available through the Board of Directors and/or management.
 - (4) Owners must obtain a criminal background check on prospective tenant and every person, age 18 or older, moving into the unit, and provide a copy to the Board of Directors, no less than ten days prior to occupancy of the unit. Owners must submit

proof to the management company that this was done prior to the tenant moving into the unit.

A VIOLATION OF THE FOREGOING SECTION A AND B 1 THROUGH B 4 MAY RESULT IN A FINE OF \$100.00, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

- (5) No unit owner may lease less than the entire unit. The unit may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The Owner is also required to submit, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, a completed Resident Information form stating the number and name of all tenants, including children, who will be residing at their unit. This information will also include the phone number of the unit, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.
- (6) All leases must be current. The management office must be provided a copy of all updated leases (renewal) and lease riders (to include the Crime Free Addendum attached hereto) not later than the date of occupancy or ten (10) days after the updated lease is signed, whichever occurs first. Additionally, unless otherwise provided by law, any unit owner who fails to provide the Board of Directors with an address other than the unit where the owner is to receive notices or other information from the Association shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by any delays in receiving notice resulting therefrom.
- (7) Discrimination on the basis of age, race, color, creed, national origin, sex or sexual orientation is not allowed.
- (8) If a tenant violates the Declarations, By-Laws or the Rules and Regulations of the Association, the owner shall also be held responsible.
- (9) Sub-leasing of Units is not permitted.
- (10) During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the unit, (a new roommate is someone residing in the unit longer than 30 days). A copy of (1) the new lease, (2) new lease rider and (3) Crime Free Lease Addendum must be delivered to the management office. A background criminal check must be done on the new tenant(s) prior to moving in. All moving rules must be followed during this time.
- (11) Owners may not rent their units to any person or persons who have a) ever been convicted of any violent criminal activity within the last ten (10) years b) been convicted of a drug-related criminal activity within the last five (5) years or been convicted of any form of aggravated sexual assault or been adjudicated a registered sexual offender. "Violent criminal activity" is defined as any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the

person or property of another. "Drug-related criminal activity" is defined as the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

A VIOLATION OF THE FOREGOING SECTION B 5 THROUGH B 11 MAY RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SECOND VIOLATION, AND \$500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

- 6. Any time a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the Board may assess reasonable fines against the owner of the respective unit involved, after notice and an opportunity for a hearing.
- 7. This policy becomes effective March 18, 2010. All lease agreements signed prior to this date will be grandfathered through the term of the lease or for one year from the effective date of these rules, whichever occurs first, in regards to the Crime Free Lease Addendum. Tenants are not subject to another criminal background check at the time of lease renewal, only at the time the initial lease is effected. Owners are immediately responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at the Association.
- 8. Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the matter or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.
- 9. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Unit Owner responsible.
- 10. Landlords or rep of landlord are required to inspect the exterior of the property every month to ensure proper landscaping and house maintenance is being carried out. Also to ensure there are no other violations to the VAML Covenants or Guidelines.
 - a. The landlord will be required to submit the inspection report to PSI no later than 2 business days after the inspection.
- 11. Landlords will not be permitted to enter into new leases unless all fines, assessments, late fees and attorney's fees are paid.
- 12. Landlord must have a licensed property manager if unable to inspect property for any extended length of time (60 days) or if the landlord fails to submit the required inspection report for a 60 day period.