

**LEASING RULES AND PROCEDURES
FOR
DAYBREAK (a.k.a. COLLIERS HILL MASTER
ASSOCIATION), TOWN OF ERIE, WELD
COUNTY, STATE OF COLORADO A/K/A
COLLIERS HILL MASTER ASSOCIATION**

**Adopted: August 8, 2018
Effective: September 1, 2018**

RECITALS:

On June 29, 2013, the Master Declaration of Covenants, Conditions, and Restrictions of Daybreak ("Declaration") was recorded in Weld County which subjected all of the property now owned by members of the Colliers Hill Master Association, Inc. formally known as Daybreak Master Association, Inc. to its provisions.

The Declaration provides, in part that, the terms, covenants, conditions, easements, restrictions, uses, reservations, limitations, and obligations contained in the Declaration shall run with the land, shall be both a burden, and a benefit to the Declarant, its successors and assigns and any person acquiring or owning an interests in the Real Property, their grantees, successors, heirs, executors, administrators, devisees or assigns".

The Declaration represents the Association's primary governing document. Article 9 of the Declaration establishes the use restrictions for the real property subject to the Declaration as amended or supplemented. Although all Units annexed to the Declaration will be subject to this rule, the current real property subject to this rule is described as Daybreak, Filings 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, Town of Erie, Weld County, State of Colorado ("Community").

Section 9.3 of the Declaration restricts the Community, with narrow exception, to residential use only, and prohibits business, commercial, or professional use of the Lots within the Community.

Section 9.15 of the Declaration allows the Owner to lease his or her Lot provided: (1) the lease is in writing and (2) the leased premises and the tenants are subject in all respects to the terms in the Declaration, the Articles of Incorporation, the Bylaws and the rules and regulations of the Association.

LEASING RULES:

1. The Owner of a Lot within the Community shall have the right to lease his or her Lot in subject to the following conditions:

- (a) No Owner may lease less than his entire Lot; except as otherwise herein provided.
- (b) All leases must be in writing.

(c) All leases shall provide that the terms of the lease and lessee's occupancy of the Lot shall be subject in all respects to the provisions in the Declaration, the Articles of Incorporation, the Bylaws, and these rules of the Association. Any failure by the lessee to comply therewith shall be a default under the lease.

(d) Any Owner who leases his or her Lot shall within ten (10) days after the execution of such lease, forward a copy of the same to the Association or the Association's Managing Agent.

(e) No Owner may lease his or her Lot for a term shorter than one month, or in a manner that allows different occupants to occupy the Lot for transient or hotel purposes.

FOR PURPOSES OF THIS RULE, THE TERM "TRANSIENT AND HOTEL PURPOSES" IS DEFINED AS FOLLOWS.

The term "transient and hotel purposes" shall refer to short term rental such as AirBnB, Vacation Rental by Owner, employee housing, and similar short term rentals; specifically "transient and hotel purposes shall be defined as any lease or rental with an initial term of less than six months duration.

2. Owner must submit a copy of the written lease evidencing: (1) the tenant and occupants have received a copy of the Declaration, the Articles of Incorporation, the Bylaws, and these rules; (2) the tenants and occupants have consented to conform with the documents so received; (3) the term of the lease; (4) the name, address, and contact information for the tenant; and (5) contact information for any leasing agent. The lease must be delivered to the Association no later the day the tenant takes possession of the Lot.

3. Responsibility for a positive experience with tenants in the Community rests with both the Owner and tenant of each leased Lot. Owners are responsible for the behavior of their tenants, their family, guests and invitees. In order to preserve the character of the Community, leasing of Properties shall be governed by these Rules and Regulations.

4. 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; provided, however, that Leasing shall not include the occupancy of the Lot by the child or parent of an Owner. Occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall also not constitute Leasing.

IN WITNESS WHEREOF, the undersigned certifies these Rules and Procedures were adopted by the Board of Directors on the date set forth above.


Secretary

Date 3/8/18