

Galena Lofts Condominium Owners Association, Inc.
Leasing Policy

Pursuant to Section 13.2.1, of the Declaration of Grants, Covenants, Conditions and Restrictions Establishing a Plan for Condominium Ownership of Galena Lofts Condominiums (the “Declaration”), which grants Galena Lofts Condominium Owners Association, Inc. (the “Association”), through its Board of Directors (the “Board”), the authority to exercise any powers necessary and proper for the governance of the Association. Section 8.3.5 of the Declaration further permits the Association to promulgate rules and regulations concerning and governing the use of the Units. Pursuant to the authority granted by the Declaration, the Association, through its Board, desires to adopt this Leasing Policy to establish rules and regulations for the leasing of Units.

The Association hereby adopts the following policies, rules and regulations to address the leasing of Units within the Property and to ensure that the administrative costs of regulating leases by the Association are recovered through fees. For the purpose of this Policy, “lease” shall include any lease, rental, tenancy, or occupancy agreement, regardless of term.

- A. Supplement to Declaration. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration, including without limitation, Section 14.2 which states, “An Owner may elect to lease his/her Unit for use by a third party, subject to Section 15.3, provided the third party agrees to use the Unit and Common Elements for purposes consistent with this Declaration. Owner remains responsible to the Association for any loss, damage or destruction which occurs during any such period as if such Owner were occupying the assigned Unit. Nothing herein shall limit the ability of such Owner from asserting claims against such tenants or other third parties who may be responsible to the Owner.” Article 15.3 provides that an Owner may provide for the short-term or long-term rental of its Condominium Unit, subject to the following restrictions. No Condominium Unit Owner shall be obligated to rent a Unit, however, if such owner desires to rent such Unit, then, in such event, the rental manager of said Unit shall be undertaken either by the owner and/or by and through a qualified rental manager. The Association may establish criteria for a qualified rental manager, and reserves the right to designate and approve an exclusive rental manager. If using a rental manager, all Owner's choosing to rent must use a qualified rental manager that may be required to be approved by the Association. The Association may designate the Management Agent as the exclusive rental manager. The Association reserves the right to remove approval of a rental manager at any time.
- B. Solicitations for Leases. All solicitations by an Owner or an Owner’s agent to lease a Unit shall include a statement notifying prospective tenants and the rental manager, whether the owner or a designated, qualified, and approved manager subject to Section A, that the unit is located in the Galena Lofts Condominium Owners Association, that all occupants and the rental manager must abide by all Association guidelines, governing documents, and rules and regulations, and that all will be subject to the governing documents of the Association.
- C. Tenant Registration. For each leased Unit, prior to the commencement date of the lease term, an Owner must: (1) submit a copy of the written, executed lease agreement to the Association; and, (2) submit a signed or otherwise Association-approved Tenant and Annual Lease Registration Form. The Tenant Lease Registration Form shall include:

- 1) The names and contact information for all tenants;

- 2) Acknowledgment by the occupants and rental manager of the receipt of, and agreement to comply with the Association's Governing Documents;
 - 3) Waiver and release of liability;
 - 4) Registration information for any service animals to be allowed on the Property; and,
 - 5) Any other information or acknowledgements reasonably required by the Association.
- D. Tenant Registration Fee. For each leased Unit, simultaneously with the submittal of the signed Tenant Registration Form, an Owner must pay a Specific Lease Administration Fee of zero Dollars (\$0.00) to the Association.
- E. Annual Lease Registration. Each Owner wishing to lease a dwelling unit for any period of time during a calendar year must submit, prior to the commencement of each lease term and continuing on an annual basis, an Annual Lease Registration Form to the Association. Among other requested information, each Owner shall identify on the Annual Lease Registration Form any changes from the initial Tenant Registration and the contact information for a "Local Representative" that resides in the Roaring Fork Valley (which may be the Owner) that shall be on-call and responsible for responding to any issues with leases of the Unit during the term of any lease.
- F. Annual Lease Registration Fee. Each Owner wishing to lease a dwelling unit must submit, on an annual basis, simultaneously with the Annual Lease Registration Form, an Annual Lease Administration fee of one hundred fifty dollars (\$150.00) to the Association.
- G. Reimbursement Assessment. Any fines, fees imposed, or costs and expenses incurred in enforcing this or another policy, including but not limited to Association management time, is not covered by the Annual Lease Registration Fee, and may be levied as a Reimbursement Assessment to the Owner, pursuant to the Declaration.
- H. Pets and Service Animals. Pets of any kind are explicitly prohibited for renters. Pursuant to Section 8.3.1 of the Declaration, short-term tenants (under thirty (30) consecutive days) shall be prohibited from having Emotional Service Animals of any type on the Property. Full-Service Animals, which may only be a dog or small pony, must be disclosed to the Association in accordance with items 1 below, in advance of any tenant occupancy and on the Tenant Registration Form and Annual Lease Registration Form. Emotional Service Animals, for long-term tenants only (over thirty (30) consecutive days), must be disclosed to the Association in accordance with items 2 below, in advance of any tenant occupancy and on the Tenant Registration Form and Annual Lease Registration Form. Any permitted animal shall be subject to the applicable provisions of the Declaration, and must be under direct control at all times. The definition of "direct control" includes but is not limited to the animal not violating any provision of the Association's governing documents.
- 1) Full-Service Animals. Full-Service Animals need not be approved, but must be disclosed to the Association along with:
 - a. whether the animal is required due to a disability; and
 - b. what work or task has the animal been trained to perform.
 - 2) Emotional Service Animals. Emotional Service Animals are only available for long-term (over thirty (30) consecutive days) tenants. These animals must be approved by

the Association. The tenant must provide the following documents, dated within one year of the application:

- a. A recommendation from a qualified professional, trained in the diagnosis of a need that qualifies for service, of whom the tenant is a patient, that the person in need be allowed to house an ESA for a qualifying need or needs. The letter should list the treating person's qualifications to show that they are able to make the diagnosis and request; and
- b. A written request from the tenant identifying that the written request comes from the person in need, to the Association that the person requiring the animal(s) has a need that qualifies for an ESA that is the same need that is outlined in the professional's letter, and that they request the animal(s) be approved.

I. Enforcement. Owners shall be liable for any violations of the Association's Governing Documents, including this Leasing Policy, by a tenant. Violations of this Leasing Policy shall be enforced pursuant to the Association's Enforcement Policy and shall carry a minimum fine schedule of the following per violation:

1) First violation of this agreement: \$500.00.

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

K. 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 and the State of Colorado governing the Association.

L. Replacement. This policy supersedes and replaces any prior policies adopted by the Board dealing with the subject matter herein.

M. Definitions. Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.

N. Amendment. This policy and procedure may be amended at any time by the Board, pursuant to its policies and procedures.

This policy is effective immediately.

The undersigned, being the President of the Association certifies that the foregoing resolution was adopted by the Board at a duly called and noticed meeting of the Board of Directors held on this ____ day of _____, in the year _____ and in witness thereof, the undersigned has subscribed his/her name.

Joshua Landis

09/09/2022

President

Galena Lofts Condominium Owners Association, Inc.