

Kissing Camels Property Owners Association, Inc.

March 16, 2016

Dear Homeowners,

The Policy on Leasing Units in Kissing Camels Estates has been adopted effective June 1, 2016, except for leases that were entered into on or before that date. A copy of the new policy is enclosed.

We have incorporated ideas in the policy that were presented to us by concerned Owners. This policy is not intended nor does it restrict an Owner's right to rent a Unit. The purposes are 1) to put into one place the KCPOA Covenant requirements for rental of personal residences within Kissing Camels Estates; 2) to ensure that lessees are aware of their obligations to live by the same Rules in Kissing Camels Estates as the owners; and 3) to notify both the Community Manager and our Security Service which residences will have inhabitants when the owner is absent.

Adherence to this policy will enable the Community Manager to contact a lessee quickly and directly should the need arise. It will also facilitate lessee's entry through our gates. We feel that adherence to this policy will enhance the safety and security of our residents.

This was the first time that the Board used the new notice of proposed rulemaking procedure. We were gratified by the civil and constructive comments at the hearing on March 9, 2016. The policy is much improved as a result of Owner input.

Phil Schmidt, Vice President

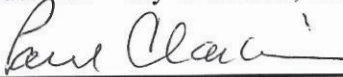
Kissing Camels Property Owners Association

Policy on Leasing of Units

RESOLUTION OF THE KISSING CAMELS PROPERTY OWNERS ASSOCIATION REGARDING LEASING OF UNITS

On motion made and seconded, the Executive Board adopted the following Policy on Leasing Units in Kissing Camels Estates.

Executed 16th day of March, 2016



Paul Clarkin, President

[The copy of this resolution approved by the Executive Board and signed by the Association's President, Paul Clarkin, is in the files of the Association in the Community Manager's Office]

Policy on Leasing Units in Kissing Camels Estates

1. Authority: This Policy is adopted pursuant to the authority granted to the Association by §38-33.3.302(1)(a) of the Colorado Common Interest Ownership Act to adopt rules and regulations. This Policy interprets §8.6.10 of the Amended Covenants, Conditions and Restrictions (hereafter "Master Declaration") of the Association relating to leasing Units. Section 8.6.10 provides:

8.6.10. An Owner may lease his Unit in compliance with all the provisions of the Governing Documents. Any Owner who leases his Unit shall be required to provide copies of the Governing Documents and any Sub-association's Governing Documents to all tenants of the Unit. Leases must be in writing and shall be subject in all respects to the provisions of the Governing Documents. Leases must specifically provide that any failure by any Related User to comply with the terms of such documents shall be a default under the lease. Failure of an Owner to comply with the terms of this Section and with applicable Rules may, at the discretion of the Executive Board, result in that Person's forfeiture of the right to lease the Unit.

2. Purposes: The purposes are to ensure that Lessees are aware of their obligations to live by the same Rules in Kissing Camels Estates as Owners and to inform the Association that a Unit is rented or will be rented. This policy will enable Property Management to quickly contact a Lessee directly if needed and will facilitate Lessees entry through the Gate. This Policy is not intended to nor does it restrict the right of Owners to rent their Units.

3. Provision of Governing Documents: Section 8.6.10 requires an Owner to provide to the Lessee the "Governing Documents" as defined in §2.2.18 of the Master Declaration. In recognition of the fact that most of those voluminous documents do not pertain to the conduct of residents in Kissing Camels Estates, the Owner is only required to provide the Lessee copies of the (i) the Association's Rules Handbook, (ii) Association's Gatehouse Access Procedures, and (iii) Association's Parking Policy. If other components of the Governing Documents become relevant to a lease, the Lessor will make those documents available to the Lessee.
4. Definition of Lease and Lessee: The term "lease" as used in this policy refers to any agreement to permit a Person who is not an Owner of the Unit to live in the Unit for any period of time in exchange for monetary consideration. The term "Lessee" refers to the person or persons who are financially responsible for renting the property.
5. Provision of Lease to KCPOA: An Owner who regularly leases his Unit and uses a standard lease may file that form with the Community Manager. In all other cases, an Owner is required to provide a copy of the lease to the Community Property Manager's Office at least five (5) days prior to commencement of the rental each time the Unit is leases.
6. Notification: The Lessor will provide the Community Manager with a completed Notification Form that includes the address of the Unit, the name, home address and telephone numbers of the Lessee, the beginning and ending dates of the lease, and the number of vehicles the Lessee will park at the Unit. On the Notification Form, the Lessee also shall certify to the Community Manager that the Lessee has been provided a copy of the Rules Handbook, Gatehouse Access Procedures, and Parking Policy, has read these policies, and understands that failure to comply with said requirements may result in termination of the lease. A copy of the Notification Form is attached to this Policy as Exhibit A.
7. Short Term Online Rentals: Owners utilizing an online short term rental service shall provide the Community Manager with a Short Term Online Rental Notification Form attached as Exhibit B. All of the requirements in this Policy shall apply to online short term rentals.
8. Parking: A Lessee is required to comply with the Association's Parking Policy; vehicles may not be parked in the street overnight.
9. Gatehouse Access Procedures: A Lessee is required to comply with the Association's Gatehouse Access Procedures. In the case of leases of three months or longer, the renter may obtain a RFID tag from the Property Manager for a fee set by the Association.
10. Failure to Comply with this Rule: Failure to comply with the requirements of this Policy shall be treated as a covenant violation. Enforcement shall be pursuant to the Association's "Policy and Procedures for Covenant Enforcement."

Effective Date of the Policy: This Policy is effective on the 1st day of June, 2016 except for leases entered into on or before that date.

EXHIBIT A

KISSING CAMELS RENTAL NOTIFICATION FORM

Rental Address: _____

Number in Party: _____

Number of Cars in the Party: _____

Dates of Stay in Kissing Camels Estates: _____

Lessee Information:

Name: _____

Home address: _____

Telephone numbers: _____

Number of Occupants of Leased Premises: _____

I have received, read, and agree to abide by the rules as set forth in (I) the Association's "Rules Handbook", (ii) "Gatehouse Procedures", and (iii) Parking Policy. I understand a violation of these rules by someone in our rental party may result in termination of our Lease.

Signature: _____

Date: _____

EXHIBIT B

KISSING CAMELS SHORT TERM ONLINE RENTAL NOTIFICATION FORM

Rental Address: _____

Online Company Listing Information: _____

Lessor's Telephone Contact Information:

Landline: _____

Work: _____

Mobile: _____