

Lanai Lease Rider

All leases of units at the Lanai shall be in writing and include the following provisions and will be signed by lessee and lessor. Failure to include this Lease Rider on any lease will result in the Association declaring the lease void.

1. This Lease is subject to the right of the Association to remove and/or evict the occupant and to assess fines or other penalties for failure to comply with the terms of the Articles of Incorporation, the Declaration, Bylaws of the Association, and the Rules, Resolutions, Regulations and Policies of the Association or applicable law all of which shall be considered incorporated herein and made a part of this Lease.
 - a. The occupants acknowledge and affirm that they have received and read, and agree to be bound by, the Articles of Incorporation, the Declaration, Bylaws of the Association, and the Rules, Resolutions, Regulations and Policies of the Association and applicable law.
 - b. The occupants acknowledge and affirm their understanding that this lease shall not be valid unless it complies with the terms of the Association's Rental Policy and the Association has approved in writing the rental of the unit.
 - c. The occupants acknowledge and affirm that the Association may act as agent or attorney-in-fact to enforce the terms of this Lease and/or the Articles of Incorporation, the Declaration, Bylaws of the Association, and the Rules, Resolutions, Regulations and Policies of the Association.
 - d. Remedies: In the event of any violation of the terms of this policy, the Association shall have the following remedies:
2. The Association may take any action authorized by the Articles of Incorporation, the Declaration, Bylaws of the Association, and the Rules, Resolutions, Regulations and Policies of the Association and applicable law.
3. The Association, as agent and attorney-in-fact, may commence an eviction action directly against the occupant of the unit pursuant to Colorado Revised Statutes, Section 13-40-101, et seq. and shall be considered an agent of the unit owner for that purpose.
4. The Association may assess fines pursuant to the Articles of Incorporation, the Declaration, Bylaws of the Association, and the Rules, Resolutions, Regulations and Policies of the Association.
5. The Association may seek damages, injunctive or other relief against both the unit owner and the occupant, including all costs and reasonable attorney fees.
 - a. Attorney Fees: As an additional expense, the Association shall be entitled to recover from both the unit owner and any occupants all costs, including its reasonable attorney fees, incurred in enforcing or complying with this policy. The reasonable attorney fees incurred by the Association shall be due and payable immediately when incurred and shall constitute an assessment against the unit.
 - b. Association's Authority: All leases shall be subject to the right of the Association to remove and/or evict the occupants and to assess fines or other penalties for failure to comply with the terms of the Articles of Incorporation, the Declaration, Bylaws of the Association, and the Rules, Resolutions, Regulations and Policies of the Association all of which shall be considered incorporated into and made a part of this lease.
 - c. Appointment of a Receiver: The Association may seek the appointment of a receiver pursuant to the Declaration and Colorado law. A receiver is a disinterested person, appointed by the court who manages the rental of the property, collects the rent and disburses the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessment; correct any violations of t the Articles of Incorporation, the Declaration, Bylaws of the Association, and the

Rules, Resolutions, Regulations and Policies of the Association and prevent the waste and deterioration of the property.

- d. Defenses: Failure of the Association to comply with any provision in this policy shall not be deemed a defense.
- e. Amendment: This Rental Policy may be amended from time to time by the Association.
- f. Survival: In the event a court of competent jurisdiction finds a provision of this policy void or otherwise unenforceable, the other provisions shall remain in full force and effect.

Signatures:

Unit Owner: _____ Lessee: _____ Date: _____

Unit Owner: _____ Lessee: _____ Date: _____

Unit Owner: _____ Lessee: _____ Date: _____

Unit Owner: _____ Lessee: _____ Date: _____

Unit Owner: _____ Lessee: _____ Date: _____