

Attachment A
Cobblestone at Cheyenne Mountain Ranch, Inc.
LEASE ADDENDUM (7-07co1)

**Any Owner who rents their Dwelling Unit must execute this form,
upon initial execution of a lease, upon renewal or any extension
or modification and by the tenant.**

This Addendum is attached to and made part of the lease by and between _____ (Owner”) and _____ (“Tenant”) dated _____ for the lease of the premises located at _____ (“Dwelling Unit”) located in the Cobblestone community.

1. Owner shall provide Tenant with copies of the Declaration of Covenants, Conditions and Restrictions, the Rules and Regulations, any Resolutions (together “Governing Documents”), which are enforceable against a Tenant. The lease is subject to and consistent with the provisions of the Governing Documents, as the same may be amended from time to time. Owner shall promptly provide Tenant with any amendments to the Governing Documents. Tenant acknowledges he/she has received copies of these Governing Documents. The Governing Documents are attached to this Lease Addendum and made a part hereof.

2. The names of all residents in the Dwelling Unit, whether identified as “Tenant” or not, are: _____

3. Tenant and all other occupants shall comply with all the terms of the Governing Documents and this Lease Addendum. Notwithstanding the foregoing, Owner shall remain responsible for the payment of assessments and other charges which become due Association pursuant to the terms of the Governing Documents.

4. Tenant’s and/or other occupant’s failure to abide by the terms of the Governing Documents shall constitute material breach of the Lease.

5. The covenants and agreements contained in this Lease Addendum shall be deemed to be part of the lease and incorporated entirely therein as if included originally. In case of a conflict between the terms of this Lease Addendum and the lease, the terms of the Lease Addendum shall take precedence. In case of conflict between this Lease Addendum and the Governing Documents, the Governing Documents shall control.

6. The Owner transfers and assigns to Tenant and other occupants for the term of the lease any and all rights and privileges that the Owner has to use the Association’s Common Areas, including, but not limited to, the use of any and all recreational facilities and amenities. The Owner and Tenant acknowledge that the Association may suspend such rights of Tenant and/or other occupants for any reason that it would, under the terms of the Governing Documents, be authorized to suspend Owner’s rights, including the Tenant’s or other occupant’s failure to comply with any of the provisions of the Governing Documents, the Owner’s failure to comply with any of the provisions of the Governing Documents, or the Owner’s failure to pay assessments in a timely manner.

7. Tenant and all other occupants must follow all of the Association's parking rules, as may be amended from time to time, and are subject to the penalties therein for any violations, including towing at Tenant's/occupant's expense.

8. If Tenant or other occupant violates any of the terms of the Governing Documents, Association shall notify Owner in writing of the violation and demand that the violations be corrected through the Owner's efforts within thirty (30) days of the date of notice or such shorter time frame as may be appropriate in the event of a health/safety matter. Association may also send a copy of such notice to the Tenant. Tenant shall promptly comply with any orders for correction. If the violation is not corrected within the time frame established by the Association, the Tenant shall be in default of the lease and shall be subject to an eviction action by Owner.

9. Tenant acknowledges and agrees that the Association shall have the right, but not the duty, to enforce the terms of this Lease Addendum, including but not limited to instituting and prosecuting an eviction action as attorney-in-fact for the Owner. Owner irrevocably names, constitutes, appoints and confirms the Association as his or her attorney-in-fact to take all such actions, as it deems appropriate on his/her behalf. Both the Owner and Tenant acknowledge that the Association is a third-party beneficiary of the Lease Addendum.

10. This Lease Addendum shall not be modified without the written consent of the Association.

11. This Lease Addendum shall remain in effect for the duration of Tenant's tenancy, whether by renewal of the lease or as a holdover tenant.

12. A copy of this Lease Addendum and the lease shall be provided to the Association within ten (10) days of its execution by the Owner and Tenant.

By my signature below, I (Owner's Name _____) do hereby certify that I have complied with the Governing Documents and this Lease Addendum and further state that my Lease is subject to and adhering to same, and in the event there is a violation, I (Owner) may be subject to fines and any other legal remedies provided by the Governing Documents and my tenants will be subject to eviction by the Owner or the Association.

Owner Name	Unit	Signature	Date
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By my signature below, I/we (Tenant's Name _____) do hereby acknowledge that I/we are subject to the terms of this Lease Addendum and the Governing Documents and agree that I/we shall comply with such terms. I/we acknowledge and agree that the Association has the right to enforce this Lease Addendum and the Governing Documents and that such enforcement rights may involve termination of the lease and an eviction action.

Tenant(s) Name	Signature	Date
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Attachment B
Cobblestone at Cheyenne Mountain Ranch, Inc.
RULE REGARDING LEASE ADDENDUM (7-07co2)

OWNERS' RESPONSIBILITIES FOR PROVIDING ALL
ASSOCIATION GOVERNING DOCUMENTS & RULES TO TENANTS

The Owner of a Dwelling Unit shall have the right to lease or rent Dwelling Unit, subject to the terms of the Declaration and the Rules and Regulations.

- (A) No Owner may lease less than the entire Dwelling Unit;
 - (B) All leases shall be in writing;
 - (C) All leases shall provide that the terms of the lease and lessee's occupancy of the Dwelling Unit shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, and the By-laws, the Rules and Regulations and any Resolutions of the Association. Any failure by the lessee to comply therewith shall be a default under the lease. Any Owner who leases Dwelling Unit shall, within ten (10) days after the execution of such lease, forward a copy of same to include the Lease Addendum to the Association or the Association's Management Contractor; and
 - (D) Any Owner who leases Dwelling Unit shall, and hereby does, appoint the Association his attorney-in-fact and grant to the Association the right to terminate such lease by a written notice to the tenant, in the event that such Owner's tenant shall fail to comply with any of the terms and provisions hereof, or the Association's By-laws, Rules and Regulations.
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- It is the obligation of the owner to provide the Property Management Company with the current contact information for the Tenants. Notice sent to a Dwelling Unit address or the last address furnished by the owner shall be binding upon the Dwelling Unit or owner.
 - Each Owner will advise the Association of the Owner's off site address and provide a **copy of the lease** to include a copy of the Association's Lease Addendum within 10 days of executing the lease and Lease Addendum. The Lease Addendum must list the names of all the occupants of the Dwelling Unit. The Owner and tenant(s) will comply with all the terms of the Declaration of Covenants, Conditions and Restrictions, Bylaws, the Rules and Regulations, any Resolutions (all herein referred to as the Governing Documents) and the Lease Addendum. Each Owner who rents his or her Dwelling Unit must attach all Association Governing Documents to the lease and Lease Addendum.
 - The Tenant(s) must acknowledge they have received copies of these Governing documents and the Lease Addendum by signing the addendum and returning it to the Owner/Landlord.
 - The term "Lease" is defined as both the primary lease and the lease addendum.
 - Tenant must agree to abide by all provisions of the Governing Documents. Tenant must acknowledge receipt of a copy of the Governing Documents and that Tenant's failure to abide by the terms of the Governing Documents shall constitute material breach of the Lease Addendum and the Lease.
 - The Owner transfers and assigns to Tenant for the term of the Lease any and all rights and privileges that the Owner has to use the Association's Common Areas, including, but not limited to, the use of any and all recreational facilities and amenities. The Lease Addendum will state that the Association may suspend the Tenant's access to Common Area amenities for any reason that it would, under the terms of the Governing Documents, be authorized to refuse an Owner such access, including the Tenant's failure to comply with any of the provisions of the Governing Documents, or the Owner's/Landlord's failure to comply or pay assessments.

- Tenant must follow all of the Association’s parking rules and is subject to the penalties therein for any violations, including towing at the Tenant’s expense.
- In the event of a default by the Tenant in the performance of the terms of the Lease Addendum or the Governing Documents, then, in addition to all other remedies which it may have, the Association or its representative shall notify the Owner of the default(s) and demand that the default be corrected through the Owner’s efforts within thirty (30) days of the date of the notice or shorter time frame in the event of a health/safety matter. If the default(s) is not corrected within the 30-day period or other such time frame established by the Association, the Owner shall immediately, at his or her own expense, institute and diligently prosecute an eviction action against the Tenant. The eviction shall not be settled without the prior written consent of the Association or its representative.

In the event the Owner fails to fulfill the foregoing obligation, the Association shall have the right, but not the duty, to institute and prosecute an action as attorney-in-fact for the Owner, at the Owner’s sole cost and expense, including all legal and other fees incurred. All costs and attorney’s fees incurred by the Association to enforce the terms of the Lease Addendum or of any of the Governing Documents, or to evict a Tenant pursuant thereto, will be assessed against the Dwelling Unit and the Owner thereof, and shall be deemed to constitute a lien on the Dwelling Unit involved. The Association may enforce collection of the lien in the same manner as an assessment.

By my signature below, I (Owner’s Name _____) do hereby certify that I have complied with the Governing Documents and this Lease Addendum and further state that my Lease is subject to and adhering to same, and in the event there is a violation, I (Owner) may be subject to fines and any other legal remedies provided by the Governing Documents and my tenants will be subject to eviction by the Owner or the Association.

Owner Name	Unit	Signature	Date
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By my signature below, I/we (Tenant’s Name _____) do hereby acknowledge that I/we are subject to the terms of this Lease Addendum and the Governing Documents and agree that I/we shall comply with such terms. I/we acknowledge and agree that the Association has the right to enforce this Lease Addendum and the Governing Documents and that such enforcement rights may involve termination of the lease and an eviction action.

Tenant(s) Name	Signature	Date
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