

Leasing Policy – Rules Relating to Leases, Lessees and Non-Resident Unit Owners

- A. A Unit Owner shall not lease less than the entire Unit nor may the Unit be leased for transient or hotel purposes. Every lease must be for a minimum period of twelve (12) months.
- B. Every lease shall be in writing and shall contain the following: “THIS LEASE IS SUBJECT TO COMPLAINT BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION OF COVENANTS & RESTRICTIONS, THE BY-LAWS, AND THE RULES AND REGULATIONS OF GINGER WOODS HOMEOWNERS ASSOCIATION.”
- C. The Owner shall give a copy of any lease and the completed Leasing Questionnaire (Exhibit E), together with such additional information as may be required, to the Board and the Property Manager at least five (5) days prior to the occupancy date on the lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner’s account, minimum expense not to exceed \$10.
- D. The Owner must make available to the Lessee copies of the Declaration, By-laws, and the Rules and Regulations, and the Lessee shall be subject to and shall comply with all the terms thereof. The lessee should sign for documents, that they read and understand same. The Owner shall assume responsibility for any violation by his/her tenant of the Declaration, By-laws, or Rules & Regulations. If a tenant violates any provision of the Declaration, By-laws, or Rules & Regulations, the Board at its discretion shall determine what action or actions should be taken against the Owner and/or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions necessary to terminate the lease.
- E. All costs and expenses, including court costs and attorney fees, incurred by the Board in connection with any violations under this leasing policy shall be assessed to the account of the Unit Owner responsible thereof.
- F. All off-site Unit Owners shall provide the Association and the Managing Agent, in writing, their current address(es) and telephone number(s) where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating an Owner who fails to provide such information shall be assessed to that Owner’s account. Any Owner who fails to provide his current mailing address shall be deemed to have waived the right to receive notices at any address other than the address of the unit. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving any notice that may result therefrom. Changes in address should be reported to the Association and the Managing Agent at least seven (7) days prior to the change occurring.
- G. In addition to other rights granted by State law, Unit Owners of unapproved leases may also be assessed a daily fine of up to \$25.00 per day until the situation is remedied.
- H. There shall be a leasing fee of \$250 due to the Ginger Woods HOA that should accompany the copy of the lease and sent to management once lease is signed. The non refundable \$250 fee will be for the term of the lease to cover the Associations administrative fees.
- I. Unit Owner or tenant is responsible for his/her guests’ compliance with the Declaration, By-laws, and Rules and Regulations of the Association. Owner must also be in compliance with the City of Aurora rental ordinances – “City of Aurora Ordinance – 008-97.

Unit Address _____

Owners Name _____

Owners Address _____

Owners Telephone number _____

Tenants Name _____

Other Occupants of the Residence _____

Tenants Prior Address _____

Tenant's Telephone Number _____

Lease Dates _____ to _____

Will the Tenant keep pets in the Residence? _____

Please attach a copy of the lease to this Questionnaire.

I affirm that the information provided on this questionnaire is correct and complete and that the tenant has received a copy of the Declarations, by-laws and rules/regulations for the Ginger Woods HOA.

Tenant date

Owner date