

**RENTAL CONTROL AGREEMENT
RUBY RANCH
LOT ___ FILING ___**

GENERAL UNDERSTANDINGS

1. The Ruby Ranch Owners Association at its annual meeting on Saturday, September 2, 2006 adopted a rental policy to provide for the control of home rentals on the Ranch in accordance with the general requirements and limitations of Article VII Section 17 of the Ruby Ranch Covenants.

2. The adopted rental rules require each Owner to enter into a Contract with the Ruby Ranch Owners Association in conformity with the adopted rules prior to undertaking to rent his or her property.

3. The purpose of the rental rules is to ensure that the Ruby Ranch Covenants are complied with and the seclusion, security and protection of all of the other property Owners on the Ranch is ensured.

4. At numerous points the Ruby Ranch Covenants stress that their purpose is to protect the single family residential character of the subdivision.

5. Rentals that do not conform to the single family character required by the Covenants are not contemplated by nor approved through the existence of this Contract.

RENTAL RULES

1. The rental rules adopted by the Owners Association are incorporated herein and as if set forth in their entirety. A copy of the rules is attached hereto.

2. This Agreement serves as the Contract required by the rules.

DEFINITIONS

1. Short term rental is a rental for any period less than or equal to thirty (30) days.

2. Long term rentals are rentals occurring for a period of greater than thirty (30) days.

3. Single family residential character means groups related by blood or marriage and their close friends. It specifically does not apply to rentals to individuals or groups having no close family tie. This includes renting to business groups, social groups and unrelated individuals. Solicitation for rentals through advertising, including online web sites, or print media should include reference to those restrictions.

CONTRACT TERMS

1. The Ruby Ranch Owners Association acting through its Board of Directors enters into this Contract with the Owner of the lot stated in the heading of this Agreement.

2. The Owner specifically agrees to comply with the single family character described in the Covenants in making rentals.

3. The Owner acknowledges responsibility for all acts or omissions of any renters and agrees to indemnify the Association and the Willow Brook Metropolitan District and any affected individual homeowners against damages to property or person as well as claims brought by any renters of the Owner.

4. If homes are rented on a short term basis, their occupancy in that capacity shall not exceed 180 days per year.

5. Rentals for commercial activities such as corporate retreats and weddings are not allowed and are not permitted pursuant to this Contract.

6. Owners shall ensure that renters shall not be permitted to trespass on private property within Ruby Ranch or enter into any fenced common areas, the hay fields prior to mowing and baling or the Ruby Ranch stable. Entry into the stable may only be arranged through the stable Contractor responsible for its operation.

7. Renters shall not be permitted to create a disturbance through objectionable noise, light or driving too fast on Ranch roads. If activities of this sort occur, the Owner acknowledges that the Ruby Ranch and its Owners are entitled to call the Summit County Sheriff and agrees to hold the Ranch, the Metro District, and the other Owners harmless from the results of any call or complaint.

8. The Owner agrees that the maximum number of cars permitted to be parked is dependent on the condition of the rental property, considering available parking spaces, snow conditions, etc. All cars must be parked within the rented property and shall not be parked on roads or common areas. Temporary daytime parking at trailhead access points (as designated on the Ruby Ranch map) is allowed. Car placards must be used to avoid towing.

9. Permanent gate codes shall not be disclosed to short term renters. The Owner agrees to supply short term renters with remote control units.

10. Owners shall ensure that short term renters do not bring animals onto the Ranch. Long term renters are entitled to keep animals so long as all of the terms and conditions of the Covenants are complied with.

11. The Owner shall notify the Willow Brook Metropolitan District manager by e-mail and/or phone of their intent to rent their home for a short or a long-term rental and to provide a contact number for the Owner to be placed on the Ranch website, which neighbors may use to report any problems created by renters to the Owner.

12. If a dispute arises between neighbors resulting from rentals under this Agreement, the matter must first be addressed to the Owner using the contact information specified above. If the dispute or concern cannot be resolved in that manner, the objecting homeowner will provide the basis for the dispute in writing or by e-mail to the Homeowners Association Board of Directors at least two (2) weeks prior to the next regular meeting at which time the complaint will be reviewed and a resolution proposed. The Board of Directors may, at its sole discretion, decide to schedule a special meeting to consider a dispute prior to the next regular meeting.

13. The Owner agrees to post the rental rules of the Association in the home and to provide renters with a map of the Ranch showing the location of private property, hay meadows and areas that are not to be entered.

14. In consideration of the above described agreements and understandings, the Ruby Ranch Owners Association Board of Directors and the undersigned landowner agree that both short and long-term rentals are authorized on the subject property so long as to the terms and conditions of the Ranch Rental Policy and the Covenants are complied with.

15. Nothing herein shall limit the authority or ability of the Ruby Ranch Owners Association Board of Directors from enforcing the Ruby Ranch Covenants in accordance with their terms to the extent the same have been violated.

16. Once executed, copies of this Agreement will be provided to the Owner, the Association and the Manager of the Willowbrook Metropolitan District.

Dated this ___ day of _____, 200__.

**RUBY RANCH OWNERS ASSOCIATION
BOARD OF DIRECTORS**

**HOMEOWNER
LOT ___**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: