|  |  |
| --- | --- |
| **GOLD PEAK RESIDENT INFORMATION** | **Date:** |
| **Names:**  | **(circle one): PRIMARY, SECONDARY, OR RENTAL RESIDENCE** |
| **Address:** | **Mailing Address (If Different)** |
| **Preferred Method of receiving Gold Peak Informational Updates: (circle) Email, Garage Clip or US Mail****Permissions: OK to Display in Website Directory YES NO**  |
| **E-mail Addresses: Primary:** | **E-mail Addresses: Secondary** | **Home Phones:** **Work Phones:** | **Cell Phones:** |
| **Emergency Phone Number:** | **Emergency Contact Name:** |
|  **Additional Persons Living at address:**  **Name, Relationship & PHONE NUMBER**  | 1. (ex. Jane Doe-Daughter)  | 2. |
| 3. | 4. |
| **VEHICLE INFORMATION**  |
|  | **Vehicle No. 1** | **Vehicle No. 2** | **Vehicle No. 3** | **Parking In:** |
| **Registered Owner** |  |  |  | **Garage** |
| **Year** |  |  |  | **Reserved Permit** |
| **Make (Ford, etc.)** |  |  |  | **Overflow Permit** |
| **Model (Bronco, etc.)** |  |  |  |  |
| **Color** |  |  |  |  |
| **License Plate # &** **State** |  |  |  |  |
| **PET INFORMATION** |
| **Gold Peak Pet Policy: An completed and signed Pet Agreement, Permit issued by Manager and Certificate of Insurance is Required. Pets cannot exceed 75 pounds (combined total if owner has more than one pet). Reptiles, ferrets and rabbits are strictly prohibited by PPOA.****Rottweilers, Pit Bulls, Dobermans, American/European Bull Terriers, Chow Chows, German Shepherds, Akitas, or mixes containing these breeds are prohibited. In addition, owners must also comply with PPOA Rules and Regulations which may have additional restrictions.** |
| **Pet No. 1 Name and Breed:** | ***Agreement Executed:***Y or NPicture ID: Y or N | ***Insurance Provided* YES NO****Weight\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Pet No. 2 Name and Breed:** | ***Agreement Executed:***Y or NPicture ID: Y or N | ***Insurance Provided* YES NO****Weight**\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |

**Resident Access**

**To Be Filled Out by Each Adult**

**Activation/Deactivation Form**

**Gold Peak/ TENANT**

|  |  |
| --- | --- |
| **Name:** |  |
| **Address:** |  |
| **Unit #:** |  |
| **Village:** | **Gold Peak**  |
| **Cell/Home phone #:** |  |
| **Work Phone #:** |  |
| **Email address:** |  |
| **Vehicle License Plate #:** |  |
| **Vehicle YR/Make/Model/Color:**  |  |

***If you require other types of parking/access, please indicate below.***

**Purple Pass (Frequent Visitors) N/C**

**6am-10pm**

**------------------------------------------------------------------------------------**

**Key Fob (Frequent Visitors) $30**

**------------------------------------------------------------------------------------**

**Yellow Pass (Monthly Permit) *Renewable for additional resident parking***

**------------------------------------------------------------------------------------**

**“G” Decal (Residents Only) N/C**

**6am-1am**

**------------------------------------------------------------------------------------**

**-For Office Use Only-**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  | **Horse Tag#:** |  |  |
|  | **ID #:** |  |  |
|  | **Activation Date:** |  |  |
|  | **Deactivate/Move Out Date:** |  |  |
|  | **Date Faxed Move In:** |  |  |
|  | **Date Faxed Move Out:** |  |  |
|  | ***SPECIAL INSTRUCTIONS:*** |  |  |
|  | ***Issued By:*** |  |  |

ADDENDUM TO LEASE AGREEMENT

 FOR LEASING OF OWNER UNITS AT GOLD PEAK

HOA Property address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner name/email/phone number: Linda Airy/ lmairy@hotmail.com/ 303-949-0681

Lessee name/email/phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 The following Addendum to the Lease Agreement between the Owner and Lessee must be signed by both the Lessee and the Owner in order for the leasing process to be considered complete. Leases are required to be a minimum of thirty (30) days long and a copy must be submitted to the management company to keep on file. The Owner is required to provide all Lessees with copies of the Governing Documents. Copies of these documents may be obtained from the community management company or by visiting the Gold Peak HOA website. The Undersigned Lessee acknowledges hereinafter that Lessee has received copies of the foregoing Governing Documents, agrees to be bound by them, and any future revisions, amendments, or additions. Failure to abide by such Governing Documents shall result in the management company implementing steps as established by the Enforcement Policy of Gold Peak HOA. By signing this Addendum, the parties agree that all costs of any such enforcement action, including court costs and reasonable attorney 's fees, shall be borne by the Owner.

LESSEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER: Linda Airy DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Lease Agreement signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of submission to HOA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \* If the person signing this agreement is someone other than the Owner, then the Owner must attach a signed and notarized statement certifying that the person signing on his or her behalf is specifically authorized to do so. This statement shall include all of the information for this person that is required of the Lessee in the Policy Regarding Leasing of Owner Units at Gold Peak HOA. NOTICE: UNLESS THIS ADDENDUM ISFULLY SIGNED AND SUBMITTED IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED HEREIN, ANY LESEE OF THE OWNER'S PREMISES IS CONSIDERED A VISITOR NON-RESIDENT AND WILL NOT RECEIVE THE SAME BENEFITS THAT RESIDENTS ENJOY.

# TENANT INFORMATION

Name DOB: \_

Phone Number: Cell Number:

E-mail Address:

Driver’s License # State

Present Address:

City, State & Zip Code\_

Vehicle Owned: Make\_ Model Year

Color License Plate #

Employer: Position

Monthly Income:

**ADDITIONAL TENANTS:**

**Name** DOB:

Phone Number: Cell Number:

E-mail Address:

Driver’s License # State

Present Address:

City, State & Zip Code\_

Vehicle Owned: Make\_ Model Year

Color License Plate #

Employer: Position

**CERTIFICATION AND RELEASE**

By signing below, Applicant represents that the information provided on this application is true and correct. Any information found to be false shall be reason to deny application and retain the required deposit and/or to terminate lease if information is found to be false after acceptance by Owner/Manager.

Applicant hereby grants permission to the Owner/Manager and/or Agent thereof to obtain Credit Reports, Criminal Records, Eviction and Skip History, and all information necessary to verify the information given on this application. If application is denied, Applicant has the right to make a written request within 10 days of denial to receive information about the nature and scope of the investigation and the findings thereof.

**\*Only persons listed on the lease may reside at this residence.**

Signature of Applicant Date

Signature of Co-Applicant Date

ADDENDUM 7

GOLD PEAK HOMEOWNERS ASSOCIATION RULES & REGULATIONS

PET AGREEMENT AND REGISTRATION FORM

Completion of this Form is a requirement of Section 8, Pets, of the *Rules & Regulations* of t h e Gold Peak Homeowners Association. When approved by the Gold Peak Community Manager, this form shall serve as written authorization to allow residents to keep a maximum of two pets on the premises. Noncompliance with all of the following terms and conditions may result in the assessment of fines to the Resident:

1. Residents must register their pets and sign this agreement with management prior to the pets being allowed in Gold Peak. This includes providing proof of liability insurance in the amount of at least $300,000. In addition, Resident must provide a digital image or color headshot photo of the dog that is approximately 1” x 1” in size.
2. The following breeds and mixes are not allowed in Gold Peak: Rottweilers, Pit Bulls, Dobermans, American/European Bull Terriers, Chow Chows, German Shepherds, Akitas, or mixes containing these breeds.
3. Residents may have one pet up to 75 lbs. or two pets with a combined weight of 75 lbs. Owner will also provide certificate of weight issued by a licensed veterinarian if requested.
4. Owners must immediately pick-up after dog, including in the area of the dog run.
5. Dogs must be on a leash at all times when outside the home and under the control of the Owner/Walker, except when inside the dog run. Dogs may be walked, by their owner, around the outer sidewalk of Palomino Parkway. At no time are dogs allowed to be walked within the inner circle of the sidewalk closest to the Park. In addition, no dogs are allowed in the Park. Dogs are not to be tethered to trees, light poles, fences and/or anywhere else within the Palomino Park Property. Dogs are not allowed inside the fenced spa area at any time. Except during large events, dogs are allowed in the cabana area but must be on a leash and under the control of their owner at all times. In addition, dogs are not permitted in the following in the areas: inside the fenced area of the Gold Peak Spa, any and all areas in the Park; the curb, sidewalk or grass on the Park side of the street; the street surrounding the Park and Colorado Club; the Colorado Club; and the main entry road.
6. Owners will be responsible for any and all damage caused by their dog and will be held to strict compliance with ensuring that their dog does not disturb the quiet enjoyment of all Residents, Owners and their guests at Palomino Park.
7. Owners are not allowed to "dog sit" any dog that does not reside within Palomino Park. In addition, guests are not allowed to bring any pets into Gold Peak.
8. All Gold Peak and Palomino Park Rules and Regulations regarding pets are hereby agreed to and will be followed. Copies can be provided upon request or found on the HOA website: [www.goldpeakhoa.com.](http://www.goldpeakhoa.com/)
9. By signing below Resident waives any and all rights, claims, demands and causes of action against Gold Peak Homeowners Association and Palomino Park Owners Association. and Gold Peak HOA's Property Management's officers, directors, and agents for any injury, damage or harm arising out of or
10. related to any dogs in Gold Peak or other Palomino Park Properties including the dog run and acts including bites upon Resident, Resident's guests and invitees, and/or Resident’s pet from any other dog(s) in Gold Peak or other Palomino Park Properties, whether or not the owners of the other dog(s) have executed a Pet Agreement or Registration. Failure to execute this agreement does not release an owner's obligation to follow these rules and regulations as set forth by the Gold Peak Board of Directors and will also result in a violation of covenants action.
11. Resident indemnifies and holds harmless all Parties from all claims, demands, causes of action, attorney fees, injury, damage and/or harm of any kind arising out of or related to Resident's dog.

Name of Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Each Pet Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Each Pet Breed:

Each Pet Color:\_\_\_\_\_\_

Each Pet's Current Weight: \_\_\_\_\_\_\_\_

Each Breed's Anticipated Maxim um Adult weight: \_\_\_\_\_

Photo(s) Attached (circle one) : YES NO

Insurance Proof (circle one) : YES NO

APPROVAL:

Community Manager Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_

*CRIME FREE LEASE*

*In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Tenant agree as follows:*

1. *Tenant, employee and any tenant’s guest, clients or other person(s) under the tenants control shall not engage in criminal activity, including drug-related criminal activity. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Sections 1 through 42 of the Controlled Substance Act (30-31-1 N.M.S.A.]).*
2. *Tenant, employees under tenant’s control, guests, clients or other person(s) shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or about the said premises.*
3. *Tenant or employees, guests, clients or other person(s) under tenants control will not permit the premises to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a client, employee or a guest.*
4. *Tenant, employee, guests, client or another person(s) under the tenants control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance whether on or about the said premises.*
5. *Tenant, employees, guests, clients or other person(s) under tenants control shall not engage in any illegal activity, including but not limited to prostitution, criminal street gang activity, threatening or intimidating, assault, or the unlawful discharge of firearms, on or about the said premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant(s) or involving imminent serious property damage.*
6. *VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.*
7. *In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.*
8. *This LEASE ADDENDUM is incorporated into the lease executed on*  (*Date)*

*between Owner and Tenant.*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Tenant Date*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Tenant Date*