

SOMERSET ESTATES HOMEOWNERS ASSOCIATION, INC.

RENTAL RULES

Adopted August 13, 2019 – Rev 1 Adopted January 17, 2023

The following rules have been adopted by Somerset Estates Homeowners Association, Inc. ("Association") pursuant to Section 3.4.4(1), Section 6.2.1, and Section 6.2.6 of the Consolidated, Amended and Restated Declaration for Somerset Estates ("Declaration"), recorded on August 14, 2018, at a regular meeting of the Executive Board ("Board").

Purpose: To establish reasonable rules to regulate the renting or leasing of Dwelling Units in Somerset Estates.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Rental Rules:

1. Compliance with Applicable Laws and Regulations. As stated in Section 6.2.1 of the Declaration, any rental or lease agreements and activity must comply with all applicable local, state and federal laws and regulations. Any Owner operating short-term rentals (i.e., rentals of fewer than 30 days in duration) must have a valid, local license (a "Rental License") issued by Boulder County Community Planning & Permitting, and such Rental License must be provided to the Association upon request. Boulder County Ordinance No. 2020-01 (the "Rental Ordinance") stipulates that short-term rentals of a Dwelling Unit that is not the primary residence of the Owner are limited to 60 days per year and a maximum of 8 guests, in addition to other requirements. The Rental Ordinance prohibits in platted subdivisions, including Somerset Estates, vacation rentals of fewer than 30 days in duration but totaling more than 60 days per year. In addition, Rental Licenses require compliance with certain safety and health requirements and other important requirements.

2. Rental as Single Unit to Single Family Only. As stated in Section 6.2.6 of the Declaration, no room or rooms in any Dwelling Unit or parts thereof may be rented or leased and no paying Guests shall be quartered in any Dwelling Unit. Any rental or lease must be of an entire Dwelling Unit as a single unit to a single person or family of closely related persons, and any such rental shall be regulated by these rules. Therefore, any rentals, including short-term rentals, of rooms in a Dwelling Unit that is the primary residence of the Owner are prohibited. Short-term rentals to groups of unrelated parties are also prohibited, and short-term rentals by properly licensed Owners to groups of related parties must be limited to 8 guests pursuant to the Rental Ordinance.

3. Short-Term Rentals Generally. Short-term rentals made without a Rental License are prohibited in Somerset Estates and are a violation that threatens public safety or health. The Association shall consider any unlicensed Owner who makes any advertisements of short-term rental availability on transient, hotel, short-term vacation websites, or any other form of media, to be in violation of these rules, and the advertisement shall be evidence of such violation, constituting inspection of the Owner's Lot. Temporary removal of such advertisements or intermittent listings shall not constitute cure of the violation. Should a listing be removed as a result of a notice of violation from the Association, and subsequently be reactivated within a 365-day period without a Rental License, the violation will be considered to be continuing with associated escalated fines.

4. Minimum Rental or Lease Period. Other than short-term rentals in compliance with these rules, the rental or lease of a Dwelling Unit as a single unit to a single person or family of closely related people may not be for a term of less than six (6) consecutive months (unless it is a lease extension) without prior written approval from the Board. Approval of any rental for a shorter term may be withheld for any reason.

5. Rental or Lease Agreement. The Owner must inform the Association, through its Property Manager, of all rentals or leases prior to the start of the lease, including providing the name and contact information for the renter or lessee and the initial lease period. The rental or lease agreement shall be in writing and shall provide that the lease is subject to the terms of the Declaration, Articles of Incorporation, Bylaws, and the Rules of the Association ("governing documents"), and that any failure of the renter or lessee to comply with the terms of the governing documents shall constitute a default of the lease. Upon request, a copy of the rental or lease agreement shall be furnished to the Board, as well as any lease extensions, including the

renewed lease period.

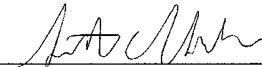
6. Owner Responsibility. During the rental or lease period, the Owner shall continue to be responsible for the maintenance of the Lot and Dwelling Unit, in accordance with the Declaration and Architectural and Landscaping Standards, and for the performance of all other obligations of an Owner as set forth in the governing documents. Violation of the governing documents by a renter or lessee will also be the responsibility of the Owner, as if such violation was done by the Owner personally.

7. Enforcement. If these rules are violated, the Owner shall be subject to the enforcement process documented in the SEHOA Enforcement and Fines Policy, including enforcement of violations that threaten public safety or health.

8. Miscellaneous. Failure by the Association to enforce any provision of these rules in one instance shall in no event be deemed to be a waiver of the right to do so thereafter.

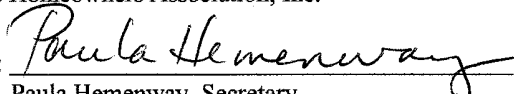
9. Severability. If a provision of these rules is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provisions of these rules.

Somerset Estates Homeowners Association, Inc.

By: 

Scott Abrahamson, President

These Rental Rules were adopted by the Executive Board on the 17th day of January, 2023, effective immediately and is attested to by the Secretary of the Somerset Estates Homeowners Association, Inc.

By: 

Paula Hemenway, Secretary