

**MOUNTAIN SHADOWS
CONDOMINIUM ASSOCIATION, INC.**

LEASE RIDER

This Rider to the Lease between _____
("Landlord" / "Unit Owner") and _____ ("Tenant") for
the Condominium Unit located at _____ entered into this _____ day of
_____, 20____ (the "Lease").

IT IS HEREBY AGREED to as follows:

1. **LEASE SUBJECT TO MASTER DEED, BY-LAWS AND RULES AND REGULATIONS.** The governing documents of the Mountain Shadows Condominium Association, Inc. (the "Association"), including the Master Deed, By-Laws, Rules and Regulations, and Association Resolutions, and any amendments thereto (the "Governing Documents"), constitute material provisions of the Lease and are incorporated by reference in the Lease. By signing this Rider, Tenant has been provided all the Rules and Regulations and agrees to comply fully with the provisions of all the Governing Documents. If any provision of the Lease is inconsistent with the Governing Documents, the Governing Documents shall control.
2. **VIOLATION OF THE GOVERNING DOCUMENTS IS GROUNDS FOR EVICTION.** Failure to comply with the Governing Documents constitutes a material breach of the Lease and grounds for termination and eviction. In the event Tenant fails to comply with any provision of the Governing Documents, then, in addition to all other remedies which it may have, the Association may notify Unit Owner of such violations and demand that the same be remedied through Unit Owner's efforts, at the Unit Owner's sole expense.
3. **FINES AND CHARGES.** Unit Owner is responsible for paying to the Association any fines, costs and expenses and remedial assessments properly assessed against the Unit by the Association as a result of the actions or inactions of Tenant.
4. **NO AMENDMENTS OR SUBLET.** Tenant shall not sublet, assign or transfer all or any part of the Lease or the Unit without the prior written consent of the Landlord and the Association.
5. **NO RENTAL FOR TRANSIENT OR HOTEL PURPOSES.** Tenant expressly acknowledges that the Governing Documents provide that no Unit shall be rented by a Unit Owner or otherwise utilized for transient or hotel purposes. Transient or hotel purposes are defined as any rental if the users or occupants of the Unit are provided customary hotel services, including but not limited to room service for food and beverages, maid service, laundry and/or linen service, and bellboy service. Unit Owner and Tenant warrant and represent to the Association that the Unit is not being and shall not be rented or utilized for transient or hotel purposes, as so defined. All leases shall be for a minimum of one year.

6. **EXECUTION OF LEASE RIDER.** Unit Owner and Tenant acknowledge and agree that a copy of this Lease Rider shall be furnished to the Association no later than fourteen (14) days prior to the commencement of the term of the Lease or any renewal thereof.
7. **OCCUPANTS.** The Unit must be occupied in accordance with applicable law. Accordingly, for identification purposes and Association recordkeeping, the following individuals will be occupying the Unit.

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

IF PERSONS OTHER THAN THOSE LISTED ABOVE OCCUPY THE UNIT, TENANT WILL BE IN VIOLATION OF THIS LEASE AND SUBJECT TO TERMINATION AND EVICTION.

9. **COUNTERPARTS.** This Lease Rider may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have set their hands on the date(s)
noted below.

Dated:

Unit Owner

Unit Owner

Dated:

Tenant

Tenant