



IRON HORSE RANCH IS A SINGLE FAMILY RESIDENTIAL COMMUNITY – RENTALS / LEASES MUST CONFORM TO THIS RESTRICTION AND TO ALL APPLICABLE CC&R RULES.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS of IRON HORSE RANCH HOA (EXCERPTS)

ARTICLE I – DEFINITIONS

1.26 “Single Family” shall mean and refer to one or more individuals each related to the other within one degree by blood, marriage, or legal adoption, or a group of not more than three individuals not all so related, who maintain a common household in a Residence. An individual within a Single Family shall also include a domestic servant (such as a nurse, maid, cook, housekeeper, butler, nanny, “au pair”, or companion for a Single Family member who has a physical or mental limitation requiring same).

ARTICLE III – PROPERTY RIGHTS

3.3 Rentals of Lots. An Owner who leases a Lot or Residence within Iron Horse Ranch Development to any third-person shall be responsible for ensuring compliance by the third-person with all of the provisions of this Declaration, and shall be jointly and severably responsible for any violations by such third-person and any damages to the Association resulting from the lease. The rental or lease of any Lot or Residence within Iron Horse Ranch Development shall require the approval of the Board of Directors. Rentals or leases requiring approval include both short-term and long-term leases and rentals such as those secured through venues including but not limited to VRBO and AirBNB.

SECTION 1. GENERAL INFORMATION

The rental or lease of any Lot or Residence within Iron Horse Ranch Development shall require the approval of the Board of Directors. The following form should be completed for Iron Horse Ranch HOA members wishing to seek IHR BOD approval of all rental agreements.

In accordance with the IHR CC&Rs short term leases such as those typically listed on sites such as VRBO or AirBnB will not be approved. Additionally, lease terms/arrangements that might result in high turnover of tenants will not be allowed.

As the property owner, I understand that it is ultimately my responsibility to ensure compliance of all tenants to the IHR CC&Rs. Furthermore, all other responsibilities outlined by the CC&Rs such as payment of assessments, repair of damages to common areas, maintenance of the lot, behavior of the tenants, notification of tenants to new rules and regulations, etc. are the responsibility of the property owner.

SECTION 2. PROPERTY/OWNER INFORMATION

Iron Horse Ranch Property Address: _____

OWNER CONTACT INFORMATION (REQUEST FOR HOA MEMBER RECORD UPDATE):

Property Owner’s Name: _____

Property Owner’s (forwarding) Address: _____

Property Owner’s Home Phone: _____

Property Owner’s Daytime Phone: _____



SECTION 3. AGENT AND TENANTS INFORMATION

LISTING AGENT INFORMATION:

Listing Agent Name: _____

Listing Agent Phone Number: _____

TENANT INFORMATION:

Total number of tenants: _____ Adults _____ Children

of Tenant Vehicles: _____

Tenant Name: _____

Tenant Daytime Phone: _____

Email 1: _____

Email 2: _____

Tenant consents that above email addresses may be used for the purpose of HOA-related communications

List all other tenants below:

NAME	Age	RELATIONSHIP TO TENANT

LEASE TERMS:

Estimated Start Date: _____ Estimated End Date: _____

Required Notice of Termination (days): _____

Amount of Security Deposit Retained: \$ _____

Amount of Renters insurance coverage : \$ _____



SECTION 4. THE APPROVAL PROCESS

In the event that a change to the tenants of the property occurs subsequent Lease Approval requests to IHR BOD of the lease terms under the new tenants will need to be submitted/granted from the IHR BOD.

A minimum of 15 days should be allowed for the IHR BOD to consider this approval request. You should be notified of the disposition of your request in writing once an approval/disapproval has been granted. Factors that may impact the approval of your request include but are not limited to:

- 1) The total number of properties currently under lease within the HOA
- 2) The proposed duration of the lease, generally short term leases (less than 30 days) will not be allowed
- 3) How long the property has been under lease
- 4) Tenants that do not meet the definition of "single family" as per IHR HOA CC&Rs

I understand that as the owner of the property it is ultimately my responsibility under the IHR CC&Rs to ensure adherence of the tenants of my property to the CC&Rs. And that no arrangement with any third party leasing agent, management company, or other entity will allow me to abdicate this responsibility. **As the property owner I have provided tenants with a current copy of the IHR CC&Rs**

(<http://www.ironhorseranchhoa.com/forms/ihrccr>).

I understand that if approval of this lease agreement is granted, that I will indemnify the IHR HOA and hold it harmless from any damages or costs of a lawsuit that are filed due to the rental activity I am choosing to engage in.

I acknowledge that should it be found at any point that there are any errors, omissions to the above submitted request that the BOD reserves the right to revoke said approval. In the event that approval is revoked, I agree to indemnify and hold harmless the HOA and any expenses that I may have incurred pertaining to the proposed rental activity.

I understand that it is my responsibility to retain a copy of this approval (if granted) with the permanent records of the above stated property and to render a copy of said document in the event that a request by the HOA is made.

A copy of the lease agreement has been attached (REQUIRED)

Property Owner's Signature Date

Property Owner's Signature Date

-----**(BOD use only)**-----

BOD disposition: (Approved/ Approved with modifications/ Disapproved/ Other)

Comments:

BOD President Signature of Approval Date