

## **RENTAL OF LAURELWOOD UNITS BY OUTSIDE RENTAL AGENTS**

The Laurelwood Condominium Association, Inc. has operated the Laurelwood Condominiums as a short term, non-permanent residential use condominium project since its inception, and has provided rental services through its affiliated entity Laurelwood Unit Services Association, Inc. (“LUSA”). Some Laurelwood Condominium unit owners, however, desire to independently offer their units on the rental market and employ outside rental agents without utilizing LUSA services. This presents a problem for guests and the Association when Laurelwood management is unaware of the rental arrangements that have been made through outside rental agents in the event of emergencies or other problems that occur during a rental arranged outside of the LUSA rental program. These may include, as examples, miscommunications between the renter and the unit owner, the condition of the unit, authorized occupancy and for how long, and notification of and obtaining information and access during periods of emergencies, such as a fire, water line break, mechanical breakdown or disruption of utilities. These situations can create confusion and a drain on the management and negatively impact other Association amenities. Furthermore, the Fire Marshal has requested that all residents of the Laurelwood are listed on a consolidated, single, daily occupancy list, so that they have knowledge of each unit in the event of an emergency. In view of these difficulties, the Association hereby adopts and imposes the following rules and regulations:

1. Unit owners who offer rentals through rental agents outside of the LUSA rental program shall register the rental agent with the Association, including the name and address of the rental agent, an emergency call number for the rental agent and a certificate of insurance coverage. Additionally, a description of the rental services offered and their description of the unit and property shall be provided, so as to assure accurate representation of The Laurelwood.
2. Unit Owners shall register the names and addresses of renters outside of the LUSA rental program with the Association at least 24 hours in advance of such rental. Renters will be required to check-in at The Laurelwood office, provide ID, contact information, and a form of payment for incidental charges. The Renters will obtain keys to enter the unit, and purchase a parking permit, if needed, from the Laurelwood office. The Renters will now receive the same experience as all guests of The Laurelwood, and be allowed to use the front desk services of LUSA.
3. A surcharge, to cover the incidental costs to the Association and use of front desk service for each rental check-in, shall be billed to the Owner of the unit using management services outside of the LUSA rental program. The charge will be as follows:<sup>1</sup>

Summer Check-in Fee:	\$100
Winter Check-in Fee:	\$150
4. Failure to follow this process may result in a daily fine of the current rate at the time of the infraction. The daily fine for the 2017-18 season is \$50/day.

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<sup>1</sup> See Section 38-33.3-302 of the Colorado Common Interest Ownership Act that provides that an association may adopt and amend bylaws and rules and regulations and impose and receive any payments, fees or charges for the use, rental or operation of the common elements other than limited common elements, including exercising any other powers necessary and proper for the governance and operation of the Association.