





## Terms & Conditions

- A. Lease must be in writing and contain:
- a) A Property description that must cover the entire residence of the Property. No Leases of bedrooms alone or otherwise covering less than all the residence, other than a room in an allowed caretaker unit.
  - b) The length/term of the lease.
  - c) The rental amount to be paid. (General Dec 5.9.2 (b)) If over \$ 500.00 in any calendar year, the Real Estate Transfer Assessment payable shall be 3% of the consideration, payable to the HOC.
  - d) That the use of the residence shall be subject in all respects to the provisions of the Declarations, Articles, the Bylaws and the Rules and Regulations and the Policies and Procedures of the Aldasoro Ranch and the San Miguel County short term rental policy.
  - e) The Renter/Occupant has received and reviewed copies of said documents.
  - f) Any failure by the Renter/Occupant to comply with any of the aforesaid documents or any governing documents that apply to the Aldasoro Ranch, in any respect, shall be a default by the Renter/Occupant and any remedies shall be enforced against the Owner.
  - g) The lease shall expressly provide that the HOC shall have the right to give the Renter/Occupant written notice that the Renter/Occupant is in violation of one or more of the governing documents. This notice shall specify a period in which the Renter/Occupant may cure the violation. If there are 3 notices of violation by the Renter/Occupant of a Property, the lease shall provide that the Owner gives the HOC an irrevocable power of attorney to act on the Owners behalf to take such actions as may be necessary or appropriate to terminate the lease and to evict the Renter/Occupant from the Property. If a lease does not contain such provisions, the Owner hereby irrevocably appoints the HOC as its attorney-in-fact to act on its behalf as set forth herein, which power shall be deemed coupled with an interest.
- B. The lease shall not include times where an Owner allows use and occupancy of their Property for no consideration.
- C. The Property can only be rented 6 times in any calendar year.
- D. Provide the HOC with a copy of the San Miguel County short term rental license.
- E. Dogs are not allowed in short-term-rentals, (except service dogs supported by the appropriate documentation and copies provided to the HOC in advance of a reservation).



**The application must be updated every 2 years.**

My signature below is acknowledgement that I will be bound by the above conditions.

Property Owner(s) Signature:

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Return to HOC Director of Operations: [Director@aldasororanch.com](mailto:Director@aldasororanch.com)

Office: 970-728-5191