



**Briargate at Seventeenth Avenue
Owners Association, Inc.**

14901 E. Hampden Ave, Ste 230
Aurora, CO 80014
briargatehoa.com

LEASING AND OCCUPANCY OF UNITS
LETTER OF UNDERSTANDING

This is a letter of understanding between the Briargate at Seventeenth Avenue Owners Association ,
Inc., (“Association”), and _____, (“Owner”), of Unit ____ executed
this ____ day of _____, 20 ____.

Owner is completing this letter of understanding for the following person(s): _____
_____, (“Renters”), whom
will occupy the unit beginning ____ day of _____, 20 ____.

- _____ 1. Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of the Declaration, the Bylaws of the Association, Articles of Incorporation, and the Rules and Regulations of the Association.
- _____ 2. All owners who rent their units at Briargate must complete this letter of understanding and submit a copy of the signed lease agreement to the Association prior to each renter occupying the unit.
- _____ 3. All occupancies, leases and rental agreements of the Units shall state that the failure of the tenant, renter or guest to comply with the terms of the Declaration, Bylaws, Articles of Incorporation or the rules and regulations of the Association shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.
- _____ 4. All occupancies of Units shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation or the Rules and Regulations of the Association.
- _____ 5. Except as restricted in the Declaration, and such Rules and Regulations as the Association may promulgate, the right to lease or allow occupancy of a Unit shall not be restricted.
- _____ 6. Short term occupancies and rentals (of less than six (6) months of Units shall be prohibited.
- _____ 7. Owner has provided the Renter with a copy of the Declaration, the Bylaws of the Association, Articles of Incorporation, and The Rules and Regulations of the Association.
- _____ 8. Owner has reviewed the Association’s *Rules and Regulations*; specifically the Association’s move in/move out policy, prohibition of pets, security, smoking, storage of items in the garage/balconies and noise policies with the Renter.
- _____ 9. Owner understands that they are responsible for any fines or costs of enforcement for including attorney fees associated with Renters failure to follow Declaration, the

