

Residential Lease Addendum The Carriages at Pine Creek

This Residential Lease Addendum, (“Addendum”), is attached to, and by this reference incorporated in, the written residential lease agreement, dated _____, regarding the townhome at (street address): _____, Colorado Springs, CO 80920, (the “Property”), between the Owner-Landlord: _____, and the Tenant(s): _____.

- 1. Governing Documents:** The lease of the Property is expressly subject to formal Governing Documents filed in the El Paso County, CO, Public Record and adopted by Pine Creek Village at Briargate, Pine Creek Village Association, (“PCVA”), and The Carriages at Pine Creek, (“The Carriages”). See the “**Note**” at the bottom of this Addendum for a list of all Governing Documents and directions on how to view them.

Some key topics relating to the Owner-Landlord and Tenant(s) are highlighted below:

- 2. Leasing.** The Carriages minimum rental period is 90 days. Short term rentals (e.g., VRBO, Airbnb), time sharing and/or subletting by Tenants are not permitted. **Notes (a), (b) and (f).**
- 3. Residential Use Only.** The Property shall be used exclusively for residential purposes of a single family. Any business, trade or similar activity is limited. **Notes (a) and (f).**
- 4. Parking.** All resident vehicles must be parked in the Property’s garage. Resident or visitor garage apron/driveway parking is permitted for a maximum of 48 hours. Visitor parking short term (less than 7 days) is also permitted in the designated, striped parking areas. For parking needs exceeding the above, a variance is needed in advance from The Carriages Neighborhood Committee and PVCA. Parking along the street or in native areas is prohibited, except RV’s may be parked along the street adjacent to the resident’s garage for up to 24 hours for loading and unloading so long as such parking is not a traffic hazard. Otherwise, RV’s and/or commercial vehicles must be parked in a garage or off site. **Notes (a), (e) and (f).**
- 5. Garage Doors.** Garage doors must remain closed at all times, except during ingress and egress from the garage and such other reasonable periods of time, as determined in the PCVA’s sole discretion. **Notes (a), (c) and (f).**
- 6. Trash and Recycling.** The Carriages is served by a single waste and recycling provider. See the PCVA web site (www.pcva.org) home page for the pick up schedule. Trash and recycling totes shall be stored inside the Property’s garage. Secure totes with a bungee cord or secure items inside the totes in plastic bags in windy conditions. Bring totes in as soon as possible after pick-up or arrange for a neighbor do so. **Notes (c) and (f).**

7. **Pets.** Domestic dogs and cats must be on a leash reasonably controlled by, and in the presence of, the resident at all times when outside the dwelling. Owners must pick up after their pets in all areas (including the native areas) within The Carriages. **Notes (a), (c) and (f).**
8. **Marijuana and Hash Oil.** Unless otherwise expressly prohibited in the lease agreement, Marijuana is permissible with limitations. Hash Oil processing, production or use is expressly prohibited, whether for personal use or distribution. **Notes (b) and (f).**
9. **Winter Holidays Decorations.** May be installed on or after November 1, however, lighting may not be lit until November 15 and continue up through January 15. All Decorations must be taken down and stored inside the dwelling by January 31. **Notes (c) and (f).**
10. **Nuisance.** All residents are responsible to prevent the development of any unclean, unsightly, unkempt condition or any odor, visual disturbance or noise on the Property, other properties or any common area which will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or visitors of other properties within The Carriages. **Notes (a), (c) and (f).**
11. **Occupants Bound.** All provisions of the Governing Documents governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants, including Tenants and visitors, even though those 3rd parties are not specifically mentioned. **Notes (a) through (f).**

The Governing Documents contain details on all matters relating to Owner-Landlords and Tenants. Unless expressly set forth to the contrary in this Addendum, all terms, conditions, agreements and covenants of the lease agreement remain in full force and effect and shall be binding upon the Owner-Landlord and Tenant(s). In the event any of the language in this Addendum is in conflict with the residential lease agreement, this Addendum shall override and control.

TENANT:

OWNER-LANDLORD:

 (Signature) (Date)

 (Signature) (Date)

 (Signature) (Date)

 (Signature) (Date)

Note: Governing Documents include: **(a)** the Declaration of Covenants, Conditions and Restrictions For Pine Creek Village At Briargate, (the "Declaration"); **(b)** the Limited Amendment To The Declaration ("Limited Amendment"); **(c)** the Pine Creek Village Association, ("PCVA"), Community Guidelines; **(d)** the Twenty-Sixth Supplemental Declaration (Supplemental Declaration) (The Carriages at Pine Creek Filing No. 1); **(e)** the Resolution of PCVA Carriages Neighborhood, dated July 24, 2018 (the "Resolution"); and **(f)** The Carriages at Pine Creek, ("The Carriages"), Community Guidelines. View these documents at www.pcva.org. On the home page, click on the "Documents" tab. Scroll down to "Governing Documents" and click. On the Governing Documents page, scroll down to the find the desired document.