

**RUBY RANCH OWNERS ASSOCIATION  
RULES FOR HOME RENTALS**

**Adopted by the Ruby Ranch Owners Association  
at the Annual Meeting on September 2, 2006**

**Adopted as Revised by the Ruby Ranch Owners Association  
at the Annual Meeting on September 10, 2016**

**Introduction**

Taken as a whole, the Covenants have been interpreted differently by different homeowners with regard to rentals. The rules below are designed to accommodate the competing Owner interests at issue. Below are pertinent excerpts from the Covenants.

The Ruby Ranch Covenants state:

“Article VII, Section 17. Rental.

Owners shall have the right to periodically rent their residence so long as the rental activity does not result in any objectionable noise, fumes, dust, or electrical disturbance, nor does it increase traffic volumes or amount of parking within the property and so long as such rental conforms with the single-family residential character of the subdivision.”

“ARTICLE 1 - PURPOSE OF COVENANTS

Section 1. General Requirements. It is the intention of the Declarant expressed by its execution of this instrument, that the lands within the subdivision be developed and maintained as a highly desirable rural residential area. It is the purpose of these covenants that the present natural beauty, the natural growth and native setting and surroundings of the subdivision shall always be protected insofar as it is possible in connection with the uses and structures permitted by this instrument. It is of primary intent that the seclusion of each home site in the subdivision from neighboring home sites shall be protected insofar as is possible.”

The draft revisions to the rental rules were proposed by a special committee created by the Owners Association Board. They were reviewed by the Owners Association Board and then presented at the Annual Owners meeting for comment, discussion, and possible adoption. The Homeowners unanimously adopted the Revised Rules at the September 10, 2016 Annual Meeting.

**Rental Control Committee**

To assist in the management of these Rules, a Rental Control Committee shall be established having two members, a Renting Owner and a non-Renting Owner. The mission of the Rental Control Committee shall be to receive information concerning disputes and resolutions of disputes relating to rental activity and to provide reports no less than once a year to the Owners Association Board of Directors of this information.

## **Rental Rules**

1. No Owner may engage in a rental of property of any kind (short-term or long-term) without first executing a contract with both the Ruby Ranch Homeowners' Association and the Willow Brook Metropolitan District that, among other things, acknowledges the Owner's responsibility for all the acts or omissions of any renters and indemnifies the Association and District and individual homeowners against damages to property or person as well as claims brought by renters. With the submission of this contract the Renting Owner shall provide evidence of insurance that includes specific provisions acknowledging the rental activities to be conducted in the rented property.
2. Long-term rentals are bound by the covenants. "Short-term rentals" are rentals of less than or equal to 30 days, as defined by the county. Short-term Rentals are permitted provided that the Renting Owner and Rental Tenants conform to the requirements of the covenants, these Rules and any additional conditions set forth in the Contract.
3. Homes shall not be occupied by renters in Short Term Rentals for more than 180 days in a calendar year.
4. All Rentals (short- or long-term) must be consistent with the single-family residential character of the Ruby Ranch subdivision as set forth in the covenants. It is the responsibility of each Renting Owner and their management company if any, to make appropriate inquiries to ensure that the nature of Rental Tenants is consistent with this requirement. The maximum number of occupants in a rented home shall be three (3) times the number of bedrooms, as determined by county tax records. Children aged 12 and under are not included in the determination of the number of occupants.
5. Rental for commercial activities, such as corporate retreats, seminars and the like, weddings, and events such as receptions or parties that would reasonably be expected to increase traffic at the rented property is not allowed.
6. Renters shall not trespass on private property or enter into any fenced common areas, the barn, or the hayfields, whether fenced or unfenced.
7. Renters shall not create a disturbance.
8. The maximum number of cars allowed per rental is dependent on the rental property. All cars shall fit within the confines of the rental property. All cars shall be parked on the rented property and shall not be parked on any roadway or in any common areas. Notwithstanding the foregoing, temporary daytime parking at trailhead access points (as designated on the Ruby Ranch map) is allowed. Car placards must be used to avoid towing.
9. Owners that intend to rent their homes shall notify the WBMD manager and provide a contact number to be placed on the website that neighbors may use

to report problems with renters. In addition, Renting Owners shall provide immediate neighbors personally with this information at the time the rental contract is submitted.

10. Permanent gate codes shall not be disclosed to Short-term Renters. Homeowners shall supply their renters with remote control units. In addition, a rental gate code may be provided and changed quarterly, which may be provided to Short-term renters.
11. Homeowners shall not allow renters to bring animals onto their property. Service Animals, as defined by Federal and State Law are exempt from this provision, and may be permitted at the Renting Owner's discretion. Any permitted Service Animals must conform to the covenant restrictions concerning animals on the property, including limitations of the number of animals and leash restrictions.
12. Disputes between neighbors arising from rentals must first be addressed by direct communication between the involved property owners or designated representatives. In addition, the complaining property owner is requested to provide a written notice, preferably by e mail, of the nature of the dispute and resolution, if any. In the event a dispute is not resolved in this way, the complaining property owner shall provide a written statement of the dispute to the Homeowners Association Board and to all other involved property owners at least 2 weeks prior to a scheduled meeting at which the complaint will be reviewed and a resolution proposed.
13. Renting Owners and/or their management companies shall not place trash or recycle outside the dumpsters.

### **Rental Recommendations for Renting Owners**

Homeowners should:

- Post rental rules inside the rental property.
- Provide their renters with the provided map of the ranch showing private property and location of hiking trail access point. <<we will only include the Emerald trailhead by the tanks, since it is not adjacent to any private property>>
- Make sure their contract with renters includes penalties/consequences for instances in which renters break the rental rules.
- Make sure their rental listing and/or rental contract specifically prohibits loud parties, weddings, corporate retreats, events and commercial activities.
- As a courtesy to their neighbors, not place trash or recyclables at the end of a rental in the dumpsters if it will substantially fill the available space

in the dumpsters unless the trash or recyclables are being deposited on the morning of a scheduled trash pick-up. The trash pick-up schedule can be obtained through a call to the district manager. Call Summit County Dispatch (668-8600) to learn if any fire restrictions are in place. If there are fire restrictions in place, the homeowner should ensure that their renters are aware of and follow the fire restrictions.