

RESIDENTIAL LEASE
(Receivership)

THIS LEASE is made this 14th day of October by and between Ryan Gulick/Todd Brophy, Receiver, Brophy & Associates and its' Agents ("Landlord") and _____ ("Tenants").

1. Descriptions and Term. In consideration of the payment of rent and the keeping, performance and observation of the following covenants, conditions and agreements by Tenant, the Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises situated in **BLANK COUNTY**, State of Colorado, legally described as **PROPERTY LEGAL DISCRPTION, County of Blank, State of Colorado**, Located at address:

STATE ADDRESS

This lease is a month to month contract, commencing on the **14th day of October, 2011** and expiring at midnight on the **31st day of October, 2012** unless renewed or extended pursuant to the terms herein. Either Landlord or Tenant may terminate this lease at the expiration of said Lease and Term or any extension thereof by giving the other **30 days written notice** prior to the due date. Possession is granted as of **10/14/2011**.

2. Rent. Tenant agrees to pay landlord at **Ryan Gulick/Todd Brophy, Receiver at Brophy & Associates, Ltd., 4800 S. Dayton Street, Greenwood Village, CO 80111**, or such other address designated by Landlord, as base rent ("Base Rent") for the term of the lease, the sum of **X-amount of Dollars (\$X00.00)**. Tenant agrees that all installments of Base Rent shall be due and payable on or before the 1st day of each calendar month, without notice, demand or setoff.

A pro-rated rent amount of X-Amount of Dollars (\$X00.00) will be collected prior to possession for the period of October 14th, 2011 through October 31st, 2011.

3. Security Deposit Upon execution of this Lease, Tenant shall deposit with Landlord, the total sum of **X-Amount of Dollars (\$X00.00)** as a security deposit to be paid upon the signing and execution of the lease. Receipt of the deposit is hereby acknowledged, to be held by Landlord, without interest as a security deposit for the faithful performance by Tenant of all terms and conditions of this Lease. The security deposit is a payment by the Tenant which may be retained by the Landlord, in part or wholly, in the event that the rent is not paid to the extent of "actual loss" to the Landlord. The amount of the deposit recognizes the large value of the property and the fact it has been fully cleaned including the carpets. The damage deposit is a payment by the Tenant which may be retained by the Landlord, in part or wholly, in the event that damage is done to the property beyond normal wear and tear to the extent of "actual loss" to the Landlord. The deposit paid by the Tenant is defined as a security/damage deposit for the purpose of this Lease and may be used for either in the event of nonperformance of obligations by the Tenant. The disposition of the security deposit shall be governed and constructed in accordance with the laws of the State of Colorado.

4. Quiet Enjoyment. Landlord covenants that upon paying the Base Rent and performing the covenants contained herein, Tenant shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.

5. Use of Premises. The Property shall be used and occupied by Tenant exclusively as a private single-family residence and neither the Property nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession or trade of any kind for any purpose other than as a private single-family residence. Tenant shall comply with all applicable laws, ordinances, rules and regulations or governmental authorities having jurisdiction over the Property.

6. Occupancy. The premises shall be occupied by no more than **(X) adults and (X) children**, without the prior written consent of the Landlord.

7. Condition of Property, Tenant Examination and Acceptance of Premises. The Tenant acknowledges that he/she has examined the leased premises and his/her acceptance of this agreement is conclusive evidence that said premises is in good and satisfactory order and repair unless otherwise specified herein and the Tenant agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable State law. Tenant takes premises in its **"As-Is"** condition. Tenant agrees **NOT** to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licenses, and /or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for nonpayment identical to those for nonpayment of rent described herein.

8. Assignments and Subletting. Tenant shall not assign this Lease nor sublet all or any portion of the Property.

9. Alterations and Improvements. No alterations, improvements or additions to the Property shall be done without the prior written consent of the Landlord. All alterations, improvement or additions to the Property, with the exception of fixtures removable without damage to the Property and removable personal Property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the Property of Landlord and remain on the Property at the expiration or earlier termination of this Lease.

10. Utilities. Tenant shall be responsible for payment of all utility service to the Property, including telephone, electric, and gas service. It shall be the responsibility of Tenant to contact the various utilities to arrange for such services. The landlord will be responsible for the HOA fees and any of the utilities covered under the HOA assessment which may include water, trash and sewer. Electric & Gas Service is provided by or Xcel Energy and must be transferred to the tenants name as of the date of possession.

11. Association Covenants and Restrictions. Tenant understands that the Property and the use thereof are subject to the Declaration of Covenants, Conditions and Restrictions for **Name of HOA Association** ("Declaration"). Tenant agrees to comply with all provisions of the Declaration and the rules and regulations promulgated there under, as applicable to Tenant's use and occupancy of the Property, and any common areas and amenities of the Association. Any breach of any of the covenants or conditions of the Declaration or rules and regulations of the Association shall be deemed a breach of the Lease. Tenant agrees to pay any fines assessed by the Association as a result of the conduct, activities, or omissions of Tenant or Tenant's guests, agents, or invitees.

12. Maintenance and Repair. Tenant, at Tenant's sole expense, shall keep and maintain the Property, the appliances provided and all appurtenances in good and sanitary condition during the term of this Lease and any renewal hereof. Tenant shall be responsible for payment of any expenses incurred in connection with the maintenance and all appurtenances, including changing any and all filters, specifically the furnace filter, monthly. Tenant is responsible for payment of repairs to the Property arising from the misuse, waste or neglect of Tenant or Tenant's guests, agents and invitees. Major maintenance and repairs to the Property not the result of misuse, waste or neglect of Tenant and Tenant's guests, agents and invitees, shall be the responsibility of the Landlord.

13. No Animals. No pet, animal, bird will be allowed, even temporarily, without written permission from Landlord or Agent. Tenant expressly agrees and understands that Landlord's permission may be conditional upon an additional deposit to be paid prior to the pet being kept on the leased premises. With written permission, tenant will be responsible for providing non-refundable deposit per pet, to be negotiated at that time.

13. Animals. Tenant and Landlord agree that only one (1) dog is allowed to live on the property. Tenant is expected to take full responsibility of the animal. These responsibilities include picking up after the animal and keeping all noise levels at an appropriate level which will not disturb other residents.

14. Right of Inspection. Landlord shall have the right to inspect the Property at all reasonable times during the term of this Lease and any renewal hereof. Landlord shall attempt to give Tenant prior notice of such inspection, but in the event Landlord is unable to give such prior notice, Landlord shall have the right to enter the Property.

15. Late Charge and Delinquent Rent. In the event Landlord shall not have received the monthly rental installments due hereunder on or before the third (3rd) day of each month, Tenant shall pay to Landlord, in addition to the Base Rent, a late fee in the amount of Fifty Dollars (\$50.00) and a fee of \$25 per day (in addition to the \$50.00 flat rate fee) each day after the 5th that a delinquency exists. In the event a check tendered by Tenant is returned to Landlord for insufficient funds or not paid for any other reason, then in addition to any other rights and remedies granted by the Lease or applicable law, Tenant agrees to pay the Landlord a return check fee of Sixty Dollars (\$60.00) in addition to the late fees noted herein.

16. Default. In the event of any default or breach of this lease agreement or for defense of unwarranted claims, the non-breaching party shall be entitled to recover all costs, and expenses including a reasonable sum for attorney fees expended or incurred by reason of any default or breach of any of the terms of this Agreement or defense of unwarranted claim, whether or not suit is filed. The parties agree that venue for any dispute shall be proper in the county in which the premises are located, the parties waive any right to jury trial, and Resident hereby grants to landlord authorization to obtain information from credit reporting agencies for the purposes of locating the resident. Any outstanding amounts owed by the Resident shall bear interest at the rate of eighteen (18%) percent per annum from when due.

If default is made in the payment of Base Rent or any part thereof or in the event of any default in the performance of or compliance with any other terms of conditions of this Lease, Tenant shall be in default. In the event of default, it shall be lawful for Landlord, its agents, attorneys, successors or assigns, to re-enter the repossess the premises for the purposes of removing and expelling Tenant. Notwithstanding any such re-entry and repossession of the Property, Tenant shall remain liable for the full amount of rent

and other sums due under the Lease by Tenant.

17. Display to Prospective Tenants or Purchasers. Landlord and Agents of the Owner shall have the right to enter the Property during reasonable hours having given advance notice to the Tenant for the purpose of showing the same to prospective Tenants or purchasers. This provision recognizes the special position of a property being in Receivership. Landlord shall also have the privilege of displaying "For Rent", "For Sale" or "Vacancy" signs on the Property as the rules and regulations of the HOA allow.

18. Tenant's Responsibilities and Duties In Compliance with Applicable State Law, Tenant Covenants.

- (1) To keep that part of the premises which he/she occupies and uses clean and sanitary as the condition of the premises permits including lawn maintenance.
- (2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.
- (3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
- (4) Not to permit any person on the premises, with his/her permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself/herself do any such thing.
- (5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancy.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

19. Surrender of Premises. Upon the expiration of the term of this Lease, or any earlier termination thereof, Tenant shall quit and surrender the Property in good condition as at the commencement of this Lease, reasonable wear and tear accepted.

20. Holdover Tenancy. Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other 30 days written notice prior to the due date. If Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable CO Law, at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect. In the event Tenant becomes a month-to-month tenant in the manner described above, Tenant shall be required to provide Landlord, in advance, thirty (30) days written notice of Tenant's intention to surrender the Premises. Landlord, at Landlord's discretion, at any time during a month-to month tenancy or lease may terminate this lease by serving Tenant with a written notice of termination, or by any other means allowed by applicable CO Law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration to the period of notice.

21. Release of Landlord from Liability. Tenant hereby releases Landlord and Landlord's agents, employees, heirs, successors, and assigns from any and all claims and damages for loss or theft of Tenant's personal property and/or any and all claims and damages arising out of any accidents or injuries connection with Tenant's use of the Property or any facilities or amenities provided by Landlord in connection with this Lease.

22. Insurance. Tenant acknowledges and agrees that Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God. Tenant is required to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

23. Foreclosure. Tenant and Landlord acknowledge that this property is currently **NOT** in foreclosure according to the **Blank County Trustee's** office, however such event is possible during the lease period and this lease may be terminated through such actions as per Colorado Law.

23. Foreclosure. Tenant and Landlord acknowledge that this property **IS** currently in foreclosure with an expected sale date of **3/28/2012** according to the **Blank County Trustee's** office.

24. Receivership. Tenant understands that Landlord is the Receiver for the Property in accordance with that certain Order of the **COUNTY OF BLANK, Court Case #** ("Receivership Court") dated **Order Date** ("Order"). A copy of the Order is attached to and part of this lease. Tenant further acknowledges and agrees that this Lease and Tenant's right hereunder are subject to termination by Order of the Receivership Court.

25. Property For Sale. Tenant and Landlord acknowledge that this property is currently **NOT** listed for sale however may be listed for sale at any time during the lease period. Should the property be listed for sale, tenant and Landlord agree that tenant shall allow reasonable access to any licensed Realtors for the purposes of showing the unit to prospective buyers and that tenant will allow showings provided that reasonable advance notice is given by a showing agent. Tenant shall be allowed to deny showings during the hours of 6:00pm to 8:00am Monday through Saturday and all day on Sunday. Tenant will make every attempt to allow showings all other times. A lockbox shall be allowed to be placed on the door for showing purposes if necessary. The lease is a binding contract and will transfer with the sale of the property to the new owner of record.

25. Property For Sale. Tenant and Landlord acknowledge that this property **IS** currently listed for sale. Tenant and Landlord agree that tenant shall allow reasonable access to any licensed Realtors for the purposes of showing the unit to prospective buyers and that tenant will allow showings provided that reasonable advance notice is given by a showing agent. Tenant shall be allowed to deny showings during the hours of 6:00pm to 8:00am Monday through Saturday and all day on Sunday. Tenant will make every attempt to allow showings all other times. A lockbox shall be allowed to be placed on the door for showing purposes if necessary. The lease is a binding contract and will transfer with the sale of the property to the new owner of record.

26. Smoking in Unit. Smoking inside the rental property is strictly prohibited. Smoking in common areas must comply with the Association Rules and Regulations as well as all State and local ordinances regarding smoking in public and common areas.

27. "2009 Protecting Tenants at Foreclosure Act". Under PTFA, tenants living in foreclosed rental units must be given a minimum 90-day pre-eviction notice by the "successor of interest" – the entity that takes clear legal title after foreclosure. This covers renters with "month-to-month" leases, renters with leases terminable at-will, and even renters without formal leases but verifiable rent payment history. This statute may provide you with some protection should a foreclosure occur, please consult a legal professional for clarification and advice. Public Law 111-22, Effective Date May 20, 2009, TITLE VII-- PROTECTING TENANTS AT FORECLOSURE ACT.

28. This lease is transferable at any time by the Landlord and is assignable upon the sale and or transfer of title.

By:

Landlord: _____, **Agent to Receiver** Date: _____

Brophy & Associates, Ltd. 303-736-6291
Heather Nagle, Agent to Receiver 720-878-3480
Ryan Gulick, Receiver 303-521-4860
Todd Brophy, Receiver 303-699-2501 x15
4800 South Dayton Street - Greenwood Village, CO 80111

Tenants:

Signature: _____

Date: _____

Signature: _____

Date: _____

SSN:

DL #:

Exp:

Cell phone:

Work phone:

Email:

Receivership Property - Security Deposit Agreement

Received from _____ paid \$X-Amount

This deposit will be held for: ADDRESS

Receiver agrees that, subject to the conditions listed below and the terms of the lease dated 10/14/2011, this security deposit will be returned in full.

Undersigned agrees that this security deposit may not be applied to rent at any time unless otherwise provided for in the terms of the lease dated 10/14/2011.

Signature

Tenant's' Signature

Date

Date

Tenant's' Signature

Date

Release of the security deposit is subject to the following provisions.

- 1. Full term of lease has expired – October 31st, 2011 _____
- 2. A **FULL30 DAY WRITTEN NOTICE** of intent to vacate must be given **BEFORE** move out. _____
- 3. No damage to property beyond normal wear and tear. _____
- 4. Entire apartment, including appliances, bathrooms, closets, cabinets, baseboards, windows, carpets, hard floors, light globes, vent hoods, A/C vents, furnace closet, water heater closet, window sills, inside windows and switch plate covers are **cleaned thoroughly**. _____
- 5. No unpaid charges such as rent, late fees or others. _____
- 6. Return **All** keys.
 - a. Unit keys not returned will be billed at \$30.00 each.
 - b. Building keys not returned will be billed at \$50.00_____
- 7. All trash, furniture, personal items, etc., must be removed. _____
- 8. Forwarding address left with Receiver. Refunds will not find you without an address. _____

CRIME FREE/DRUG FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner/Agent for Owner and Resident agree as follows:

1. Resident, any members of resident's household, a guest or other person affiliated in any way with the Resident shall not engage in any criminal activity (as defined in Title 18, C.R.S.), including drug related criminal activity, on or near the dwelling unit, the surrounding area or the area of the complex (hereinafter collectively referred to as the "premises"). "Drug related activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Article 18 of Title 18, C.R.S.).
2. Resident, any member of the Resident's household, a guest or other person affiliated in any way with the Resident shall not engage in any act which facilitates criminal activity, including drug related criminal activity, on or near said premises.
3. Resident or any member of the Resident's household will not permit the premises to be used for or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household.
4. Resident, any member of the Resident's household, guest or other person affiliated in any way with the Resident shall not engage in the unlawful manufacturing, selling, using, storing, or giving of a controlled substance (as defined in Article 18 in Title 18, C.R.S.) at any location, whether on or near the premises or otherwise.
5. Resident, any member of the Resident's household, guest or other person affiliated in any way with the Resident shall not engage in any illegal activity, including prostitution (as defined in Article 7 in Title 18, C.R.S.), criminal street gang activity (as set forth in Title 16 or 18, C.R.S), threats or intimidation (as prohibited in Title 18, C.R.S.), assault, (as prohibited in Article 3 of Title 18, C.R.S.), including but not limited to the unlawful possession or discharge of firearms or illegal weapons (as prohibited in Article 12 of Title 18, C.R.S.), on or near the premises, or any other violation of the Criminal Statutes of the State of Colorado or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord their agent, or the tenant, or guest or that which involves imminent or actual serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE CONSIDERED A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND SUFFICIENT CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation, as outlined above, shall be considered sufficient cause for immediate termination of the lease and notice of such termination shall be given in accordance with Article 40-107.5 of Title 13, C.R.S. Unless otherwise provided by law, proof of violation/breach of this agreement resulting in a termination of the lease shall not require criminal conviction, but shall require only a showing by a preponderance of the evidence.
7. In case of a conflict between the provisions of this lease addendum and any other provisions of the lease, the provisions of this addendum shall govern. Should any provision of this Lease Addendum be declared invalid by any Court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect regardless of such declaration.
8. This Lease Addendum is incorporated into the lease, executed or renewed on the date set forth below.

Property Manager	Date
Property Resident	Property Resident Date
Property Resident	Property Resident Date



BROPHY & ASSOCIATES, LTD

4800 S. Dayton Street
Greenwood Village, CO 80111

EMERGENCY CONTACT INFORMATION:

IF YOU HAVE AN URGENT MEDICAL EMERGENCY CALL 911 IMMEDIATELY

** Note, please inform us if you have to call a handyman for an emergency **

- | | | |
|---------------------------|--------------|-----------------------|
| • HANDYMAN #1 | 303-960-9862 | Jeff Bramwell |
| • HANDYMAN #2 | 720-628-9391 | Chris Tinnes |
| • XCEL electric emergency | 800-895-1999 | xcelenergy.com |
| • XCEL gas emergency | 800-895-2999 | xcelenergy.com |
| • IREA EMERGENCY | 303-688-3100 | intermountain-rea.com |

PLEASE NOTIFY OUR OFFICE PRIOR TO CALLING A HANDYMAN IF IT IS NOT AN EMERGENCY. WORK CONTRACTED WITH OUR KNOWLEDGE AND APPROVAL WILL NOT BE PAID FOR OR REIMBURSED BY THE LANDLORD.

IF YOU HAVE A WATER EMERGENCY, TURN OFF THE NEAREST WATER LINE AND CALL ONE OF THE HANDYMAN NUMBERS ABOVE.

IF YOU HAVE A POWER OUTAGE CALL XCEL OR IREA FOR INFORMATION.

FOR ALL EMERGENCIES, DURING NORMAL BUSINESS HOURS PLEASE CALL OUR OFFICE AT (303) 736-6291, IF YOU HAVE ANY EMERGENCY AFTER HOURS PLEASE LEAVE US A MESSAGE SO WE ARE AWARE OF THE PROBLEM.

BROPHY AND ASSOCIATES OFFICE:	(303) 736-6291
HEATHER NAGLE – CELL	(720) 878-3480
RYAN GULICK – CELL	(303) 521-4860
TODD BROPHY - DIRECT LINE	(303) 736-6291
BROPHY AND ASSOCIATES FAX	(303) 496-0969

ATTACHMENT TO RESIDENTIAL LEASE
(Receivership)

“SCHEDULE A”

THIS ATTACHMENT made this 14th day of October 2011 is part of this lease dated October 14th, 2011 by and between Ryan Gulick/Todd Brophy, Brophy & Associates, Ltd. and its Agents ("Landlord") and _____ ("Tenants").

Condition of property & items of note with a pre-existing condition at the time of possession:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Landlord Signature: _____ Date: _____