

KNOLLS VILLAGE TOWNHOUSE ASSOCIATION, INC.
RULES AND REGULATIONS REGARDING THE OWNERSHIP OF PETS
Adopted September 2, 2008

Subject: Rules and restrictions pertaining to homeowner pets.

Purpose: To memorialize the consideration and adoption by the Board of Directors of the Association of the following Rules and Regulations Regarding the Ownership of Pets.

Authority: Section 302 (1) (a) of the Colorado Common Interest Ownership Act; Article VIII Section 1 (A) of the Association's Bylaws.

WHEREAS, for the health, safety, welfare, comfort, and convenience of all residents in the community, the Board wishes to establish rules regarding the ownership and maintaining of household pets and animals.

NOW, THEREFORE, BE IT RESOLVED THAT the following rules and procedures are adopted by the Board:

1. No household pet or animal shall be left unattended outside a Unit or without adequate supervision.
2. Except within its owner's Unit, an animal must be on a leash not more than eight (8) feet in length controlled by a person physically competent to control the animal.
3. No animal may be leashed to any stationary object on the Common Areas.
4. No animal is permitted in or on any community facilities.
5. Owners will be held responsible for any litter, waste, mess or property damage created by their animals in the Common Areas. Owners shall immediately remove and dispose of excrement left by the owner's animal in the Owner's trash receptacle, so as to maintain a healthy environment, and to eliminate nuisance from odor or otherwise. The right to keep animals as household pets shall be coupled with the responsibility to pay for any damage caused by such animals.
6. No dog shall be permitted to bark, howl, or make other loud noises for such an unreasonable time as disturbs neighbors' rest or peaceful enjoyment of their Unit or the Common Areas.
7. Miscellaneous.
 - (a) Failure by the Association to enforce any provision of these Rules shall in no event be deemed to be a waiver of the right to do so thereafter.
 - (b) The provisions of these Rules shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
 - (c) The provisions of these Rules shall super-cede and replace any and all previous rules and regulations regarding the keeping of household pets and animals.

(d) Nothing in these Rules shall prohibit or limit the use of qualified service Animals as permitted or required under federal, state, or local law, including but not limited to the Americans With Disabilities Act, or the Fair Housing Amendments Act.

(e) These Rules shall be effective thirty days following written notification to Owners of the Association of their adoption.

The Knolls Village Townhouse Association, Inc.

By: (Signed) Loren Rohl
President

These Rules and Regulations Regarding the Ownership of Pets were adopted by the Board of Directors on the 2nd day of September, 2008 and is attested to by the Secretary of The Knolls Village Townhouse Association, Inc.

(Signed) Cheryl Sher
Secretary

ARTICLES OF INCORPORATION AS AMENDED
of
The Knolls Village Townhouse Association

In compliance with the requirements of Article 24, Chapter 31 of the Colorado Revised Statutes, 1963, as amended, the undersigned, all of whom are residents of the State of Colorado and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is The Knolls Village Townhouse Association.

ARTICLE II

The principal office of the corporation is located at *(As changed on November 24, 1978) 2701 East Geddes Place, Littleton, Colorado, 80122.*

ARTICLE III

The address of the initial registered office of the Corporation is 7605 S. Trenton Drive, Englewood, Colorado, 80110 Arapahoe County, and the name of the initial registered agent at such address is William E. Nollsch. *(On February 3, 1983 Joan Rowe at 7493 South Quince Street, Centennial, CO 80112 was designated registered agent for the Association and remains its register agent today.)*

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Knolls Village Townhouse Association, hereinafter called the "Association" does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for administration, maintenance, preservation and architectural control, of the lots and common property within that certain tract of property described as:

"All lots, blocks, tracts and outlots in the Knolls West Filing Number 2, Arapahoe County, Colorado "

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this association by annexation, as provided in Article IX herein, and for this purpose to:

(A) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions, hereinafter called the "Declaration" , applicable to the property and recorded or to be recorded in the office of the clerk and recorder of Arapahoe County, Colorado, and as the same may be amended from time to time as therein provided, said declaration being incorporated herein as if set forth at length;

(B) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(C) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(D) Borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(E) Have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation law of the State of Colorado by law may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the

Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE VI
VOTING RIGHTS

The Association shall have two classes of voting membership: Class A. Class A members shall be all those owners as defined in Article V with the exception of the declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article V. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the developer (As defined in the Declaration). The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article V, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(A) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class b membership; or

(B) July 1, 1983.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this association shall be managed by a Board of seven (7) directors, who need not be members of the Association. The number of directors may be changed by Amendment of the by-laws of the Association. The names and Addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
William E. Nollsch	8288 E. Long Pl., Englewood, Colo.
John Osborn	8403 E. Jamison Pl., Englewood, Colo.
Samuel P. Davis Jr.	3100 Zinnia Ct., Golden, Colo.
Edgar W. Nichols	7049 S. Steele, Littleton, Colo.
Susan M. Foley	420 Fillmore St., Denver, Colo.
William T. Troppmann	3068 S. Dexter Way , Denver, Colo.
Ronald S. Loser	6932 S. Spotswood, Littleton, Colo

At the first annual meeting the members shall elect

three directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect directors for a term of three years, as required to replace those directors whose terms expire.

ARTICLE VIII LIABILITIES

The highest amount of indebtedness or liability, direct or contingent, to which this association may be subject at any one time shall not exceed 150 percent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of each class of the membership.

ARTICLE IX ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The Association may, at any time, annex additional residential properties and common areas to the properties described in Article IV, provided that any such annexation shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

Section 2. If within seven (7) years of the date of incorporation of this association, the developer should develop additional lands within the following described area:

Section 25, Township 5 South, Range 68 West, of the 6th Principal meridian, County of Arapahoe, State of Colorado. Such additional lands may be annexed to said properties without the assent of the Class A members provided however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to the Federal Housing Administration and Veterans Administration with the processing papers for the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration or the Veterans Administration prior to such development. If the federal housing administration or Veterans Administration determine that such detailed plans are not in accordance with the general plan on file, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of

the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE X
MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any.

ARTICLE XI
AUTHORITY TO MORTGAGE

Any mortgage by the Association of the common area defined in the declaration shall have the assent of two-thirds (2/3) of the entire Class A membership and two-thirds (2/3) of the Class B membership, if any.

ARTICLE XII
AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of the entire Class A membership and two-thirds (2/3) of the entire Class B membership, if any, agreeing to such dedication, sale or transfer.

ARTICLE XIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire class a membership and two-thirds(2/3) of the entire Class B membership, if any. Upon dissolution of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other

organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

ARTICLE XIV
DURATION

The corporation shall exist perpetually.

ARTICLE XV
MEETINGS FOR ACTIONS GOVERNED BY ARTICLES VIII THROUGH XIII
In order to take action under Articles VIII through XIII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all member not less than 30 days, nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum, except for Article IX, Section 2, where the quorum requirement is specifically set forth. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership, if any, are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE XVI
AMENDMENTS

Amendment of this certificate shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE XVII
FHA APPROVAL

As long as there is a Class B membership the following actions will require the prior approval of the Federal Housing Administration or Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of common area, dedication common area, dissolution and amendment of these articles.

ARTICLE XVIII (*Added in 1983*)

Effective upon the issuance of a certificate of amendment by the secretary of state, the personal liability of a director to the corporation or to its members for a fiduciary duty as a director is eliminated except for liability of a director to the corporation or its members for

**BY-LAWS
OF
THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION**

ARTICLE I

NAME AND LOCATION.

The name of the corporation is The Knolls Village Townhouse Association hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2701 South Geddes Place, Littleton, Colorado 80122 but meetings of members and directors may be held at such places within the State of Colorado, County of Arapahoe as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

SECTION 1 "Association" shall mean and refer to The Knolls Village Townhouse Association its successors and assigns.

SECTION 2 "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants and restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

SECTION 3 "Common Properties" shall mean all real property owned by the association for the common use and enjoyment of the members of the association.

SECTION 4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common properties.

SECTION 5 "Member" shall mean and refer to every person or entity who holds a membership in the association.

SECTION 6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 7 "Developer or Declarant" shall mean and refer to the writer Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the developer or declarant for the purpose of development.

SECTION 8 "Declaration" shall mean and refer to the declaration of covenants and

restrictions applicable to the properties recorded in the office of Clerk and Recorder of Arapahoe County, Colorado.

ARTICLE III

MEMBERSHIP

SECTION 1 MEMBERSHIP Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the association, including contract sellers, shall be a member of the association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the association. Ownership of such lot shall be the sole qualification for membership.

SECTION 2 SUSPENSION OF MEMBERSHIP During any period in which a member shall be in default in the payment of any annual or special assessment levied by the association, the voting rights and right to use of the recreational facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed 30 days, for violation of any rules and regulations established by the Board of Directors governing the use of the common properties and facilities.

ARTICLE IV

PROPERTY RIGHTS: RIGHT OF ENJOYMENT

SECTION 1 Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided in the declaration. Any member may delegate his rights of enjoyment of the common properties and facilities to his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of such delegee are subject to suspension to the same extent as those of the members.

SECTION 2 Irrespective of the fact that Section I (D) of Article V of the Declaration gives the association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common area, this right shall not be exercised as to members for a period of five years from the date of the recordation of the declaration, and after this period, only upon written approval of two-thirds (2/3) of the entire Class A membership.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

SECTION 1 NUMBER The affairs of this association shall be managed by a board of seven (7) directors. All newly re-elected or board appointed directors shall be members of the association beginning October 14, 1980.

SECTION 2 ELECTION At the first annual meeting the members shall elect two directors for a term of one year, two directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect directors to replace those directors whose terms expire that election year.

SECTION 3 REMOVAL Any director may be removed from the board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

SECTION 4 COMPENSATION No director shall receive compensation for any service he may render to the association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5 ACTION TAKEN WITHOUT A MEETING The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETINGS OF DIRECTORS

SECTION 1 REGULAR MEETINGS Regular meetings of the board of directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

SECTION 2 SPECIAL MEETINGS Special meetings of the board of directors shall be held when called by the president of the association, or by any two directors, after not less than three (3) days notice to each director.

SECTION 3 QUORUM A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or mad a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1 NOMINATION: Nomination for election to the board of directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nomination committee shall consist of a chairman, who shall be a member of the board of directors, and two or more members of the association. The nominating committee shall be appointed by the board of directors, and two or more members of the association. The nominating committee shall be appointed by the board of directors three (3) months prior to each annual meeting of the members, to serve until the close of the annual meeting. Nominating committee members shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members only.

SECTION 2 ELECTION: Election to the board of directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWER AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1 POWERS The board of directors shall have the power to:

(A) Adopt and publish rules and regulations governing the use of the common properties and facilities. and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof. Suspend the rights and right to use of the recreation facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the association. Such rights may also be suspended after notice and hearing, for a period not to exceed 30 days for infraction of published rules and regulations;

(B) Exercise for the association all powers, duties and authority vested in or delegated to this association and not reserved to the membership by other provisions of these by-laws, the articles of incorporation, or the declaration;

(C) Declare the office of a member of the board of directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the board of directors; and

(D) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties. However, the board of directors may not place this association under a property management system unless such change shall have the assent of two-thirds (2/3) of the homeowners (members) of the association, who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members of the association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

(E) Supervise all officers, agents and employees of this association, and to see that their duties are properly performed.

SECTION 2 DUTIES It shall be the duty of the board of directors to:

(A) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(B) Supervise all officers, agents and employees of this association and to see that their duties are properly performed;

(C) As more fully provided herein, and in the declaration, to:

(1) Fix the amount of the monthly assessment against each lot at least thirty (30) days in advance of the initial monthly assessment, and in advance of a change in subsequent monthly assessment as hereinafter provided in Article XII, and

(2) Send written notice of the assessment to every owner subject thereto at least 10 days in advance of the initial assessment and 10 days in advance of the effective date of any assessment changes.

(D) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(E) Procure and maintain adequate liability and hazard insurance on property owned by the association;

(F) Cause all officers or employees having fiscal responsibilities to be bonded, and

(G) Cause the common properties to be maintained.

ARTICLE IX

COMMITTEES

SECTION 1 The association shall appoint an Architectural Control Committee, as provided in the declaration, and a Nominating Committee, provided in these by-laws. In addition, the board of directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

(A) A RECREATION COMMITTEE which shall advise the board of directors on all matters pertaining to the recreational program and activities of the association and shall perform such other functions as the board, in its discretion determines;

(B) A PUBLICITY COMMITTEE which shall inform the members of all activities and functions of the association, and shall, after consulting with the board of directors, make such public releases and announcements as are in the best interests of the association; and

(C) An AUDIT COMMITTEE which shall supervise the annual audit of the association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI. Section 8(D). The

treasurer shall be an Ex Officio member of the committee.

SECTION 2 It shall be the duty of each committee to receive complaints from members on any matter involving association functions, duties, and activities within its field of responsibility. It shall dispose of such Complaints as it deems appropriate or refer them to such other committee, director or officer of the association as is further concerned with the matter presented.

ARTICLE X

MEETINGS OF MEMBERS

SECTION 1 ANNUAL MEETINGS The first annual meeting of the members shall be held on the 2nd Tuesday, October, 1977 and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2 SPECIAL MEETINGS Special meetings of the members may be called at any time by the president or by the board of directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A Membership.

SECTION 3 NOTICE OF MEETINGS written notice of each meeting of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the association or supplied by such member to the association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

SECTION 4 QUORUM The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the articles of incorporation, the declaration, or these by-laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5 PROXIES At all meetings of members each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE XI

OFFICERS AND THEIR, DUTIES

SECTION 1 ENUMERATION OF OFFICES The officers of this association shall be a president and vice-president, who shall at all times be members of the board of directors, a secretary, and a treasurer, and such other officers as the board may from time to time by resolution create.

SECTION 2 ELECTION OF OFFICERS The election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

SECTION 3 TERM The officers of this association shall be elected annually by the board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

SECTION 4 SPECIAL APPOINTMENTS The board may elect such other officers as the affairs of the association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the board may, from time to time, determine.

SECTION 5 RESIGNATION AND REMOVAL Any officer may be removed from office with or without cause by the board. Any officer may resign at any time by giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6 VACANCIES A vacancy in any office may be filled by appointment by the board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

SECTION 7 MULTIPLE OFFICES The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

SECTION 8 DUTIES The duties of the officers are as follows:

PRESIDENT

(A) The president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(B) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be

required of him by the board.

SECRETARY

(C) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the association and affix it on all papers requiring said seal; serve notice of meetings of the board and of the members; keep appropriate current records showing the members of the association together with their addresses, and shall perform such other duties as required by the board.

TREASURER

(D) The treasurer shall receive and deposit in appropriate bank accounts all monies of the association and shall disburse such funds as directed by resolution of the board of directors; keep proper books of account; cause an annual audit of the association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. The treasurer shall sign all checks and promissory notes of the association.

ARTICLE XII

ASSESSMENTS

SECTION 1 CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS By the declaration each member is deemed to covenant and agrees to pay to the association: (1) monthly assessments or charges, and (2) special assessments for capital improvements. The monthly and special assessments, together with such interest thereof and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

SECTION 2 PURPOSE OF ASSESSMENTS The assessments levied by the association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common area, and of the homes situated upon the properties.

SECTION 3 BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS Each lot shall be subject to a monthly assessment of not more than \$50.00. The board of directors shall fix the monthly assessment within the maximum amount, and may raise or lower said monthly assessment amount within said maximum as they may deem necessary in their discretion.

(A) From and after July 1, 1979, the maximum monthly assessment may be increased or

decreased by vote of the members, as hereinafter provided.

(B) The association may change the maximum of the assessment fixed by Section 3 hereof provided that any change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 4 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS In addition to the monthly assessments authorized above, the association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

SECTION 5 UNIFORM RATE Both monthly and special assessments must be fixed at a uniform rate for all lots, provided that the rate set for the lots owned by developer shall be fixed at one-third (1/3) the assessment rate for the other lots.

SECTION 6 QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 and 4 At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7 DATE OF COMMENCEMENT OF MONTHLY ASSESSMENTS: DUE DATES The monthly assessment provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common properties. The board of directors shall fix the amount of the monthly assessment against lot at least thirty (30) days in advance of said commencement date and any change in the monthly assessment must be fixed by the board of directors at least thirty (30) days in advance of the commencement of the changed assessment amount. Written notice of the assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The association shall upon demand at any time furnish a certificate in writing, signed by an officer of the association, setting forth whether said monthly assessments are current. A reasonable charge may be made by the board for the issuance of these certificates. Such certificate shall be conclusive evidence of the facts stated therein.

SECTION 8 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION If the assessments are not paid on the date due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as

hereinafter provided thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) percent per annum, and the association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

SECTION 9 SUBORDINATION OF THE LIEN TO MORTGAGES The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property –from liability for any assessments thereafter becoming due, nor from the lien –of any such subsequent assessment.

SECTION 10 EXEMPT PROPERTY The following property subject to the declaration shall be exempt from the assessment charges and liens created herein: (A) All properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use; (B) all common properties as defined in Article II, Section 3 hereof.

ARTICLE XIII

BOOKS AND RECORDS

The books, records and papers of the association shall at all times during reasonable business hours, be subject to inspection by any member. The declaration, the articles of incorporation and the by-laws of the association shall be available for inspection by any member at the principal office of the association, where copies may be purchased at reasonable cost.

ARTICLE XIV

CORPORATE SEAL

The board of directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation.

ARTICLE XV

AMENDMENTS

SECTION 1 These by-laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration and Veterans Administration shall have the right to veto amendments while there is Class B Membership.

SECTION 2 In the case of any conflict between the articles of incorporation and these by-laws, the articles shall control; and in the case of any conflict between the declaration and these by-laws, the declaration shall control.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

This is an amended set of By-Laws prepared this 6th day of October, 1983 which are now incorporated with the original By-Laws dated August 20, 1976.

IN WITNESS WHEREOF, WE, BEING ALL OF THE DIRECTORS OF THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION, HAVE HEREUNTO SET OUR HANDS THIS 6th DAY OF OCTOBER 1983.

(signed) Mary Sue Tate

(signed) Albert J. Bauer

(signed) Philip R. Wolf

(signed) Robert J. Van Male

(signed) D. R. Smiley

(signed) Carrol B. Snodgrass

(signed) Gordon Y. Conley

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

That I am the duly elected and acting secretary of the Knolls Village Townhouse Association, a Colorado Corporation, and, that the foregoing By-Laws constitute the original By-Laws of said association, as duly adopted at a meeting of the board of directors thereof, held on the 6th day of October, 1983.

(signed) Mary Sue Tate

Secretary

**The Knolls Village Townhouse Association
Covenants and Restrictions as Amended**

ARTICLE I

DEFINITIONS

SECTION I. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(A) "Association" shall mean and refer to THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION, its successors and assigns.

(B) "The Properties" shall mean and refer to all such properties as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(C) (*As Amended in 1976*) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common area to be owned by the Association at the time of the conveyance of the first lot is described as follows: Lots 108 and 109, The Knolls West - Filing No. 2 Amended, Arapahoe County, Colorado.

(D) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of common properties as heretofore defined.

(E) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(F) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(G) " Architectural Control Committee" shall mean the committee appointed by the Board or Directors of THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

SECTION I. The real property which is, and shall be, held, transferred, sold, conveyed and

occupied subject to this Declaration is located in the County of Arapahoe, State of Colorado, and is more particularly described on Exhibit A which is attached hereto and made a part hereof, all of which real property shall hereinafter be referred to as "The Properties".

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION I. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

SECTION 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Section I. When more than one person holds such interest or interests in any lot all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section I. Article III, provided that the CLASS B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) July 1, 1983.

ARTICLE IV

ANNEXATION OF ADDITIONAL PROPERTIES

SECTION I. Annexation of additional property shall require the assent of two thirds (2/3) of the Class A members and two-thirds of the class B members in any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30

days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat. Annexation under this Section requires that consent of two-thirds (2/3) of each class of members.

SECTION 2. If within 7 years of the date of the incorporation of this Association, the Developer should develop additional lands within the area described on Exhibit B which is attached hereto and made a part hereof, such additional lands may be annexed to said properties without the assent of the Class A members, and said lands on the date of annexation shall be deemed a part of the properties, provided, however, that the development of the additional lands described on Exhibit B shall be in accordance with a general plan submitted to the Federal Housing Administration and Veterans Administration with the processing papers of the first section. Detailed plans for the development of additional lands must be submitted to the Federal Housing Administration or the Veterans Administration prior to such development. If the Federal Housing Administration or Veterans Administration determine that such detail plans are not in accordance with the general plan on file, the development of the additional lands must have the assent of two-thirds of each class of members.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common properties and such easement shall be appurtenant to and shall pass with the title to every lot:

SECTION 2. Title to Common Properties. The Developer agrees to convey title to the common properties to the Association free and clear of all liens and encumbrances prior to the conveyance of any lot described on attached Exhibit A.

SECTION 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (A) The right of the Association, as provided in its Certificate of Incorporation and

by-laws, to suspend the voting rights and right to use of recreational facilities by a member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations and,

(B) The right of the Association to dedicate or transfer all or any part of The common properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes or each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action taken.

(Note: There is no subparagraph (C) in the recorded Declaration)

(D) The right of the Association, in accordance with its Articles and by-laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said common properties and the rights of such mortgage in said common properties shall be subordinate to the rights of the homeowners hereunder.

SECTION 4. Any Member may delegate, in accordance with the by-laws, his right or enjoyment to the common properties to his tenants, or contract purchasers who reside on the property.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION I. Creation of Lien and Personal Obligation of Assessments and Special Assessment: Declarant for each lot owned within the properties shall be deemed to covenant and agree, and each owner of any lot, except those exempt under Section II of this Article, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association monthly assessments or charges and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, and said amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or special assessment is made. Each such assessment and special assessment, together with such interest thereon, cost of collection and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment or special assessment fell due. The personal obligation for delinquent assessment

or special assessment shall not pass to his successors in title unless expressly assumed by them

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the common properties and of the homes situated upon the properties.

SECTION 3. Basis and Maximum of Annual Assessments: Each lot shall, as of the date set under Section 8 hereof, be subject to a monthly assessment of not more than \$50. The Board of Directors shall fix the monthly assessment within the maximum amount and may raise or lower said monthly assessment amount within said maximum as they may deem necessary in their discretion. The initial monthly assessment is established at \$30 for each lot.

SECTION 4. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, the Association may change the maximum of the assessment fixed by Section 3 hereof provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided, that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

SECTION 6. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all lots, provided that, the rate set for the lots owned by Developer shall be fixed at one-third (1/3) the assessment rate for the other lots.

SECTION 7. Quorum for an Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If The required quorum is not

forthcoming at any meeting another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 8. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common properties. The Board of Directors shall fix the amount of the monthly assessment at least 30 days in advance of said commencement date and any change in the monthly assessment must be fixed by the Board of Directors at least 30 days in advance of the commencement of the changed assessment amount. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. Such certificate shall be conclusive evidence of the facts stated therein.

SECTION 9. Effect of Non-Payment of Assessment: The Personal Obligation the Owner: The lien Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The Personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within 30 days after the delinquent date, the assessment shall bear interest from the date of delinquency at the rate of eight percent per annum, and the Association may bring an action at law against the owner personally obliged to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any executory land sales contract owned by the Veterans Administration or its assigns, wherein the named seller is the administrator of Veterans affairs, whether such contract is recorded or not. The lien of the assessment shall be superior to any homestead exemption now or

hereafter provided by the laws of the State of Colorado. Sale or transfer of any lot shall not affect the assessment liens. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from Liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 11. Exempt Property. The following property subject to the Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All common properties as defined in Article I. Section I hereof.

ARTICLE VII

PARTY WALLS

SECTION 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this article. the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of this article, an Owner who by his negligent or willful act causes the party wall to be exposed to The elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

SECTION 6. Arbitration, In the event of any dispute arising concerning a party wall. or under the provisions of this Article, each party shall choose one arbitrator. and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Review by Committee No structure, whether residence, accessory building, tennis court, swimming pool, antenna (on a structure or on a lot), flag poles, fences, walls, exterior lighting, or other improvements, shall be constructed or maintained upon any lot and no alteration or repainting to the exterior of a structure shall be made and no landscaping performed unless complete plans, specifications, and lot plans therefore, showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways. the general plan of landscaping, fencing, walls and windbreaks, and the gardening plan shall have been submitted to and approved in writing by the Architectural Control Committee, and a copy of such plans, specifications, and lot plans as finally approved deposited with the Architectural Control Committee. When furnished, only those house numbers and mail boxes which are installed by the Developer shall be used and maintained in the properties. The Architectural Control Committee shall be composed of three or more representatives appointed by the Board of Directors of the Association.

SECTION 2. The Architectural Control Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on lands within the properties conform to and harmonize with existing surroundings and structures.

SECTION 3. Procedures. The Architectural Control Committee shall approve or disapprove all plans and requests within thirty (30) days after submission. In the event the Architectural Control Committee fails to take any action within thirty (30) days after requests have been submitted, approval will not be required, and this Article will be deemed to have been fully complied with.

SECTION 4. A majority vote of the Architectural Control Committee is required for approval or disapproval of proposed improvements.

SECTION 5. The Architectural Control Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

SECTION 6. The Architectural Control Committee shall not be liable in damage to any person submitting requests for approval or to any owner within the properties by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

ARTICLE IX
(As Amended in 2003)

EXTERIOR MAINTENANCE

Section 9.1. Association's Responsibilities. The Association shall manage, operate, insure, maintain, repair and replace as necessary all of the following improvements within the Properties:

A. Common Areas. All Common Areas and improvements thereon, including, without limitation, identification and monumentation signs, landscaping, outdoor lighting, retaining walls, perimeter fences, and common parking areas, alleys, garage aprons, sidewalks, curbs and gutters, association streets and any drainage structure or facility or other public improvements required by local governmental entities.

B. Painting Exterior of Townhouses. Painting and preparatory work for painting (including minor repairs necessary to paint) the exterior of the dwelling and garage units, including entry and garage doors and the outside of the privacy gates, shall be performed by the Association. Each homeowner will pay to the Association a combined monthly fee for painting as well as Common Expense Assessments (ref Article 6.1.B). The amount of the monthly paint fee will initially be \$12.50 per month, commencing on Jan 1, 2004. This monthly paint fee will be deposited in an escrow account in the name of the Association and used for the sole purpose of painting the exterior of the dwelling units. The board of directors is authorized to adjust the monthly fee as necessary to cover the actual expected change in the cost for contracting the painting.

Section 9.2. Owner's Responsibilities. Except as specifically set forth above, each Owner shall maintain, repair and replace, as necessary, at their own expense, all portions of their Lot and the improvements thereon, including, without limitation, all glass, doors (including garage doors) and windows (including window frames, trim and shutters), siding, (including battens, soffit and fascia) roofs, gutters and downspouts, foundations, decks, patios, privacy fencing, railings, stairways and concrete flatwork other than the garage aprons. All such items shall be kept and maintained in a neat and attractive manner.

Section 9.3 Owner's Failure to Perform. Upon the owner's failure to carry out his or her obligation as required in section 9.2 above, the Architectural Control Committee shall issue the owner six (6) months written notice to correct the deficiencies. If the owner fails to correct the deficiencies in accordance with the notice, the Association shall be entitled to perform the necessary work on the Lot; and the cost of such work performed by the Association shall be assessed against the Owner's Lot, and shall be added to and become additional assessments owed by the Owner, subject to all of the provisions of Article VI hereof

Section 9.4. Right of Access. Any person authorized by the Board shall have the right of

access to all portions of any Lot for the purpose of performing emergency repairs, subject to the provisions of section 9.3 above, or to do other work reasonably necessary for the proper maintenance of the Properties, for the purpose of performing installations, alterations or repairs, provided that notification of entry is made in advance and that any entry is at a reasonable time. In case of an emergency, no request or notice is required and the right of entry shall be immediate, and with as much force as is reasonably necessary to gain entrance, whether or not the Owner is present at the time.

Section 9.5. Repairs Resulting From Negligence. Each Owner will reimburse the Association for any damages caused intentionally, negligently or by the failure to properly maintain, repair or make replacements to a Lot or improvements thereon, together with reasonable attorneys fees incurred by the Association in the enforcement of this Article IX, and all amounts owed shall become a lien against such Owner's Unit and the Association shall have all rights to collect all amounts due in accordance with the Declaration. If damage is inflicted on any Lot or the improvements thereon as a result of entry thereon by the Association, except if the Association is exercising its rights under Section 9.4 above, the Association will be responsible to repair such damage.

ARTICLE X

COMMON SCHEME RESTRICTIONS

The following restrictions are imposed as a common scheme upon Lot and Common Properties for the benefit of each other Lot and Common Properties, and may be enforced by any Owner of Lot or of the Common Properties.

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road, or Common Properties, and not on any Lot unless placed in a suitable container suitably located.

No building material of any kind of character shall be placed upon any Lot except in connection with construction approved as hereinafter provided. As soon as building materials are placed on any lot in such connection, construction shall be promptly commenced and diligently prosecuted.

No clothes lines, drying yards, service yards, wood piles or storage areas shall be so located as to be visible from a street, road, or Common Properties.

Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so not to disturb the residents of the adjacent property.

Ornamental posts lights shall be designed to be in keeping with the lighting fixtures at the street or road corners.

No animals or poultry shall be kept on any residential lands within the Properties except ordinary household pets belonging to the household. Only signs advertising the sale or rental of a lot and which are approved by the Architectural Control Committee shall be allowed in the Properties.

No used or previously erected or temporary house, structure, house trailer or non-permanent outbuilding shall ever be placed, erected or allowed to remain on any lot within the Properties except during construction.

Boats, trailers, trucks, campers or commercial vehicles shall not be parked or maintained in the properties; however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or in the Properties, nor shall this restriction restrict trucks or commercial vehicles within the Properties which are necessary for the construction of residential dwellings or maintenance of the Common Properties.

None of the Lots may be improved, used or occupied for other than private single family residential purposes, other than the Common Properties; however, the Developer or Declarant may use one or more lots for temporary office building, and use the same as an office during the development and sale of the Lots.

No structure shall be built upon any Lot that exceeds a height of twenty-five feet.

The exterior colors of the individual townhouse are important to the architectural integrity of this planned unit development. No change of paint or stain colors is permitted. Repainting shall be with the same brands of paint or stain and with the same colors as originally applied.

ARTICLE XI

GENERAL PROVISIONS

SECTION 1. Duration. The Covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these Covenants and restrictions signed by the then Owners of seventy-five percent of the Lots has been recorded prior to the commencement of any ten-year period.

SECTION 2. Amendments. These Covenants and restrictions may be amended during the first twenty years from the date of the Declaration, by an instrument signed by not less than

ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than sixty-seven percent (67%) (*as changed by Section 38-33.3-217(1), Colorado Revised Statutes on June 6, 2005*) of the Lot Owners. Any amendment must be properly recorded.

SECTION 3. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 4. Construction Easement. If any portion of an exterior wall of a residence is situated within three feet of any adjoining lot line, a valid easement shall and does exist, three feet in width along the adjoining lot and adjacent to the said lot line which easement may be used for the purpose of construction, reconstruction and maintenance of said exterior wall of a residence that is situated within three feet from the nearest point of said easement. The Owner of any lot subject to this easement shall not erect or build any structure upon or over said easement which will interfere with the purposes of said easement.

SECTION 5. Maintenance Easement. If any portion of a residence encroaches upon the Common Properties or upon the easement of any adjoining lot established under the provisions of Section 4 above, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist.

SECTION 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 8. Water Service. Every Member shall have water service provided to their Lot within the Properties served from the Association's common water meters.

SECTION 9. Separate Bank Account. The Treasurer will establish a bank account separate from the general account to be used exclusively for monies collected for the payment of water and sewer charges and for no other purpose.

SECTION 10. FHA/VA Approval. As long as there is a Class B membership, the following

actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants and restrictions:

EXHIBIT A
(As Amended in 1976)

Lots 1 through 109, The Knolls West--Filing No. 2 Amended, Arapahoe County, Colorado.

EXHIBIT B

Section 25, Township 5 south, Range 68 west, of the 6th principal meridian, County of Arapahoe, State of Colorado.

(End of Covenants)

Public Record of Covenants

The original covenants and all amendments are recorded in the Arapahoe County Clerk and Recorder's office, except the change to Article XI, Section 2, on June 6, 2005 that was made by Section 38-33.3-217(1), Colorado Revised Statutes. The original Declaration of Covenants and Restrictions was recorded in Book 2485 Pages 256 to 276 on August 20, 1976. The original Declaration is all upper case letters; that was changed in the above document. The first amendment, titled, CERTIFICATE OF AMENDMENT, was recorded in Book 2491 at Page 631 on September 8, 1976. The next amendment was recorded as reception number 8323831B on October 30, 2003. It consists of 60 pages, the last 57 pages are signatures of lot owners. The text of the amendment is on the first 3 pages.

This document was prepared by Fred Langford.

Clubhouse Rules & Regulations

This document includes:

- A. Clubhouse General Rules and Regulations**
- B. Special rules for parties by/for minors**
- C. Procedure to reserve club house facilities**
- D. Clean up of clubhouse facilities**

A. CLUBHOUSE GENERAL RULES AND REGULATIONS

1. The club house facilities are for the use of homeowners and their guests, only.
2. Any homeowner may delegate their right of enjoyment of the club house facilities to their tenants who reside on the property. Such member shall notify the secretary of the association in writing of the name of any such tenant. The rights and privileges of such tenant are subject to suspension to the same extent as those of the member.
3. During any period in which a member is in default in the payment of monthly dues or special assessment levied by the association, the right to use will be suspended by the board of directors until dues or assessment are paid.
4. For violation by the homeowner (s) or their guests of any rules and regulations established by the board governing the use of the club house facilities, the right to use of a member will be suspended for a period to be determined by the board.
5. No illegal substance will be allowed at any time in the club house (including grounds.)
6. The homeowner (or tenant as provided in rule A.2) must be present for the entire time the club house facilities are in use. A homeowner/tenant or parent must accompany children while in the club house.
7. The club house facilities must be vacated by 12:00 midnight. Exception: see Rule B.3.
8. The club house cannot be used for money raising purposes by an individual or organization other than the association.
9. No political, religious, commercial or outside organization is permitted use of the club house facilities, even though a homeowner/tenant is a member of the organization.
10. No animals (pets) are allowed in the club house at any time.
11. No homeowner/tenant may reserve the club house facilities on a regular basis more than once a month for a group that is not comprised of at least 50-per cent Village residents.
12. Absolute maximum number of people allowed in club house is 50.
13. Barbecues are allowed, however use of cookers is restricted to the concrete in front (east side) of the club house, only. (Not on the inside fenced pool area or wood deck.)
14. The outside doors must be kept closed when the air conditioner is on.
15. The homeowner/tenant is responsible for the conduct of his/her guests and proper behavior to prevent damage and excessive noise. 16. Any resident of the Village may stop in during a party if there is any indication rules and regulations are being violated. Proper authorities (sheriff) will be notified immediately.
16. No smoking in the Clubhouse.

Rev: 2.28.01

B. Special rules for parties by/for minors:

1. One (1) adult must be present at all times for every five (5) minors. The homeowner/tenant must be included, as provided in Rule A.6.
2. In addition to Rule A.5, no alcoholic beverages of any kind are allowed at any time in the club house (including grounds.)
3. The club house facilities must be vacated by 11:00 pm.

Rev: 2.28.01

C. Procedure to reserve club house facilities:

1. Phone the KVTA club house (303.796.0540) and leave message addressed to the club house committee chairperson.
2. For tenant usage, the association must have notification in writing from homeowner of delegation of right of common properties and facilities (see Rule A.2.)
3. Reservation may be made up to a maximum of six (6) months in advance.
4. A security deposit of \$200.00 is required payable to Knolls Village Townhouse Association.

The security deposit may be retained by the association as part payment of any expense for cleaning, damage and/or loss to the association property. If the deposit is not sufficient to cover the fair value of such cleaning and property, then the homeowner/tenant will be responsible to reimburse the association for any additional expense as determined by the board.

5. The club house key is released to the homeowner/tenant when the following occurs:
 - a. Club house reservation agreement is read and signed.
 - B. Security deposit is received.
6. The security deposit is refunded when the following occurs:
 - a. The key is returned to club house committee chairperson (or designate.) The key must be returned within 2 hours after daytime party, or by 12:00 noon following an evening party.
 - b. The club house facilities are inspected for damage or loss by a member of the club house committee and found in acceptable condition.
 - c. The club house reservation agreement is signed (again) acknowledging if any damage or loss to the association property or personal injury has occurred.
7. The homeowner/tenant is responsible for clean-up of club house facilities (including grounds) immediately after the party.

Rev: 8.2.05

D. CLEANUP OF CLUBHOUSE FACILITIES

1. Users must supply towels, dishcloths, paper towels, trash bags, and vacuum cleaner.
2. Remove all trash (inside and outside club house) to personal property for disposal. DO

NOT leave trash at club house.

3. Clean all club house areas used: bath room, kitchen, sinks, appliances, tables, etc.
4. Vacuum carpeting.
5. Return furniture to original location.
6. Set thermostat at 60 degrees (winter heat), or 85 degrees (summer air conditioning.)
7. Leave refrigerator turned ON with door closed.
8. Turn OFF stove burners and oven.
9. Turn OFF all inside lights.
- 10 Lock all doors and windows. (See Rule C.6.a regarding return of key.)

Rev: 2.28.01

This form is displayed for specimen purpose only. You will be provided a form to fill out and sign when you meet with the Chairperson of the Clubhouse Committee to reserve the clubhouse

KNOLLS VILLAGE TOWNHOUSE ASSOCIATION

Clubhouse Reservation Agreement

(This agreement is not valid until signed by the Chairperson of the Clubhouse Committee.)

Date of Reservation _____

A \$200.00 security deposit is required and retained by the association as a partial payment for cleaning, damage, and/or loss to the association property. I agree that if the deposit is not sufficient to cover the fair market value of such cleaning and/or property damage, that I will be responsible for reimbursement to the association for any additional expense as deemed appropriate by the board of directors.

As the user of the clubhouse, I will be responsible for the proper conduct of my guests to not be destructive or noisy. I further agree that my guests and I will use the clubhouse and premises at our own risk and that we will not bring any claim or other legal action against the association for any personal injury to us or property damage arising out of the use of the clubhouse.

I agree that the following is my responsibility:

- Bring my own dish cloths and dish towels for cleaning
- Remove all trash (bathroom, kitchen, and outside the clubhouse) to my own home for disposal
- Replace clean trash bags in kitchen and bathroom
- Clean all areas of clubhouse, bathroom floor, kitchen floor, kitchen appliances (if use stovetop and oven- **clean up spills**)
- Wipe off all tables and chairs if they are used
- If furniture is moved, return to original position
- **Clean up spills** on carpet... and vacuum
- Set thermostat at 60° (winter heat) or 85° (summer heat)
- Leave refrigerator turned ON with door closed
- Turn stove oven and burners OFF
- Turn inside lights and ceiling fans OFF
- Lock outside doors

I have read, understand, and will comply with the clubhouse rules and regulations as defined above.

Signature of user _____ Date _____

User's name (print) _____ Homeowner ___ Tenant _____

Address _____ Phone # _____

The reservation is acknowledged and was recorded on this date _____ .

Chairperson of the Clubhouse Committee

* * * * *

I hereby acknowledge the following damage and/or loss to association property, or personal injury at the clubhouse on _____ as described on the reverse side.

I hereby acknowledge that no damage/injury occurred at the clubhouse on _____ and I have returned the deposit check to the user of the clubhouse.

Signature _____ Date _____

**THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION
ENFORCEMENT POLICY AND PROCEDURES**

Adopted June 5, 2007

The following procedures have been adopted by The Knolls Village Townhouse Association ("Association") pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Enforcement Policy and Procedures ("Policy") for the enforcement of the Declaration of Covenants and Restrictions of The Knolls Village Townhouse Association ("Declaration"), the Association's Articles of Incorporation, Bylaws, and rules and regulations promulgated thereunder (collectively referred to herein as the "Documents"):

1. Power. The Board of Directors shall have the power and duty to hear and make decisions regarding violations and written Complaints filed with the Board pursuant to this Policy. The Board may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Documents, and to create a safe and harmonious living environment.

These enforcement provisions may be in addition to other specific provisions outlined in the Documents, and the Association is not required to follow these enforcement provisions before seeking such other remedies. The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.

2. Complaint. A proceeding to determine if the Documents have been violated and any enforcement measures and remedies that may apply shall be initiated by the filing of a written complaint with or by the Association's Board. The complaint shall state the specific provision(s) of the Documents alleged to have been violated and as many specifics as are available as to time, date, location and persons involved.

3. First Notice of Complaint. Upon receipt of a complaint, if the Board determines that the allegations in the complaint are sufficient to constitute a violation of the Documents and that action is warranted, the Association shall send a notice to the person(s) (the "Respondent") alleged to have violated the Documents, by prepaid, first class United States mail addressed to the mailing address of the Respondent appearing on the records of the Association. The notice shall advise the Respondent of the details of the complaint and request that the Respondent remedy the alleged violation within fifteen days.

4. Second Notice of Complaint. If the Respondent fails to remedy the alleged violation or otherwise respond to the first notice within fifteen days, the Association shall send a second notice to the Respondent advising him/her of the details of the complaint and that legal action may be taken if the alleged violation is not immediately remedied. The notice shall also advise the Respondent of his or her right to be heard, either orally or in writing, by the Board or by a tribunal or committee appointed by the Board, at a meeting of the Board which is at least fifteen (15) days after the date of the notice.

5. Dispute Resolution. If the Respondent fails to remedy the alleged violation or otherwise respond to the second notice within fifteen days, or if the alleged violation remains unresolved after thirty days from the date of the first notice, the Association shall have the option to proceed with an enforcement action pursuant to its Policy Regarding Dispute Resolution.

6. Enforcement; Attorney's Fees. The provisions of this Policy shall not limit, or be a condition precedent to, the Association's right to enforce the Documents by any means available to the Association. The Association shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the Association in connection with any enforcement action, including any proceeding under this Policy.

7. Violations or Offenses that Constitute a Present Danger. If, in its sole discretion, the Board deems that any violation is or may be an immediate or substantial threat to the health, safety or welfare of the community or an individual, the Board may take any appropriate action necessary to abate the threat to health, safety or welfare of the community or individual without prior compliance with Sections 1 through 5 above.

8. Miscellaneous.

(a) Failure by the Association to enforce any provision of this Policy shall in no event be deemed to be a waiver of the right to do so thereafter.

(b) The provisions of this Policy shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

(c) As used herein, the term "Board" shall include any tribunal or committee appointed by the Board consistent with the Documents or consistent with the Colorado Revised Nonprofit Corporation Act.

(d) The provisions of this Policy shall supercede and replace any and all previous policies and rules regarding the enforcement of the Association's restrictive covenants.

The Knolls Village Townhouse Association

By: (signed) Loren Rohl
President

This Enforcement Policy and Procedures was adopted by the Board of Directors on the 5 day of June, 2007, effective the 5 day of June, 2007, and is attested to by the Secretary of The Knolls Village Townhouse Association.

(signed) Cheryl Sher
Secretary

This form is displayed for specimen purpose only. The form is form is for this exclusive use of the **Board of Directors.**

Date: _____

Via Certified Mail - Return Receipt Requested

Re: Covenant Violation

Dear _____

Recently it has come to our attention that your property is in violation of the Declaration of Covenants and Restrictions of the Knolls Village Townhouse Association. Specifically, the following violation(s) have been reported:

The Board of Directors of the Association requests that within fifteen (15) days from the date of this letter you take appropriate action to respond to this notice and bring your property into compliance with the Declaration. If you have any questions or desire to discuss this matter you may leave a message with the Board at (303) 796-0540. Please let the Board know when is the best time to return your call.

It is the duty of the Association to enforce the provisions of the governing documents and provide a safe and aesthetically pleasing environment for the residents of the community. We would appreciate your cooperation by promptly complying with the requirements contained in this letter. Thank you for helping to keep the Village looking its Best!

THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION

This form is displayed for specimen purpose only. The form is form is for this exclusive use of the **Board of Directors.**

This form is displayed for Specimen purpose only. The form is for the exclusive use of the Board of Directors

Date: _____

Via Certified Mail - Return Receipt Requested

Re: Covenant Violation - **SECOND NOTICE**

Dear _____

You have previously been contacted by the Board of Directors regarding a covenant violation concerning your property. Specifically, the following violation(s) have been reported:

Request is hereby made that within fifteen (15) days from the date of this letter you take appropriate action to respond to this notice and bring your property into compliance with the Declaration. In the alternative, a hearing at the next Board of Directors meeting has been set for _____ at _____, If you fail to appear at this specified date and time or otherwise respond to this Notice, the Board of Directors have the right to proceed with or without a hearing, at its discretion, and make its determination based on all relevant facts and circumstances before it. The Board may also determine that your failure to respond or appear at the hearing constitutes a no-contest plea.

Your failure to correct the violations on your property or attend the hearing may result in fines assessed to your account. Additionally, the Association may take further legal action to enforce the covenants and restrictions on your property, including suspending your membership privileges and recording a lien on the property. **Please be aware that the Association may seek the recovery of all of its attorney fees and costs related to this matter.**

Again, it is the duty of the Association to enforce the provisions of the governing documents and provide a safe and aesthetically pleasing environment for the residents of the community. We would appreciate your cooperation by promptly complying with the requirements contained in this letter. Please contact the Board immediately at (303) 796-0540 if you have any questions or desire to discuss this matter.

Very truly yours,

THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION

This form is displayed for Specimen purpose only. The form is for the exclusive use of the Board of Directors

ACC USE ONLY
 APPROVED DENIED
 DATE _____
 ACC CHAIR _____

APPLICATION FORM

Architectural Improvements and/or Exterior Changes
THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION
 2701 E. Geddes Place, Centennial, CO 80122
 303-796-0540

UNIT OWNER _____ DATE _____

UNIT ADDRESS _____

PH. NOS: Daytime () _____ - _____ Evening () _____ - _____ Pager/Cell () _____ - _____

TENANT NAMES (if rented) _____

TENANT PH. NOS: Daytime () _____ - _____ Evening () _____ - _____ Pager Mobile () _____ - _____

Identify proposed improvements. (Place an X in each box that applies.)

- Replacement of Windows
- Replacement of Garage Door: Overhead Door Side Entry Door
- Replacement of Front Door: Main Door Storm Security
- Installation of: Skylight Solar Tube Satellite Dish
- Other _____

Please attach manufacture's literature showing design, materials to be used, colors, and your description. Where applicable, attach a diagram or photos to identify intended location and visibility from outside your property. *Attachments will NOT be returned. If needed, copy for your records. Return application to Black KVTA Box in front of Village Club House or mail to 2701 E. Geddes Pl. Centennial, CO 80122 Attn: ACC.*

Your application will be processed within the next 30 days.
 Questions? Please leave a message at the Association phone number above.

Do not write below this line

The following is APPROVED: _____

Additional provisions of APPROVAL are as follows: _____

Please refer to the attached Guidelines regarding requirements for changes and improvements to your townhouse property.

The following is DENIED: _____

Reason: _____

 Architectural Control Committee Representative

 Date

**THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION
POLICY REGARDING THE ADOPTION AND AMENDMENT OF POLICIES**

Adopted June 5, 2007

The following procedures have been adopted by The Knolls Village Townhouse Association ("Association") pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To adopt a policy setting forth procedures for the adoption and amendment of policies, procedures, and rules.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing adoption and amendment of policies, procedures and rules:

1. Pursuant to the Association's governing documents and Colorado Revised Statutes 38-33.3-302, the authority to create, adopt, enforce, amend and repeal policies, procedures, rules and regulations (hereinafter collectively referred to as a "Rule") lies with the Board of Directors of the Association. The Board may adopt certain Rules as may be necessary to facilitate the efficient operation of the Association, including clarification of ambiguous provisions in other documents. The Board has the right, but not the obligation, prior to adopting any new Rule, to conduct an informational meeting of the owners and solicit their input regarding any new or existing Rule.
2. When the Board, in the exercise of its discretion, determines that a Rule should be adopted, amended or repealed, as appropriate, it shall do so at a meeting of the Board. At the meeting at which the Board intends to adopt the proposed Rule, at an appropriate time determined by the Board, but before the Board votes on the adoption of the Rule, members or their agents shall be permitted to speak regarding the Rule. If more than one person desires to address the Rule and there are opposing views, the Board shall provide for a reasonable number of persons to speak in favor of and against the Rule.
3. The Board shall then give notice of the adoption, amendment, or repeal of the Rule in writing by first class mail, postage prepaid, to each Member of the Association at the address for notices to Members as provided for in the Association's Declaration or Bylaws, and shall publish the Rule by any reasonable means available, including but not limited to posting the Rule in the community or on its web site, if any, by e-mail, mail, newsletter, or personal delivery. The Rule, along with all other Rules of the Association, shall be available for inspection and copying in accordance with the Association's policy regarding inspection and copying of Association records.

4. Any owner's failure to receive the Rule shall not be a defense to any attempt by the Association to enforce the Rule or to levy fines, expenses, or attorneys' fees as a result of a violation of the Rule.

The Knolls Village Townhouse Association

By: (signed) Loren Rohl

President

This Policy Regarding the Adoption and Amendment of Policies was adopted by the Board of Directors on the 5 day of June, 2007, effective the 5 day of June, 2007, and is attested to by the Secretary of The Knolls Village Townhouse Association.

(signed) Cheryl Scher

Secretary

**THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION
COLLECTION POLICY**

Adopted June 5, 2007

The following Collection Policy has been adopted by The Knolls Village Townhouse Association ("Association") pursuant to C.R.S. 38-33.3-209.5 at a regular meeting of the Board of Directors.

Purpose: To establish a uniform and systematic procedure for collecting assessments and other charges of the Association, thus ensuring the financial well being of the Association. The provisions of this Policy shall supercede and replace any and all previous policies and rules regarding the collection of Assessments.

Collection Philosophy: All members are obligated by the Declaration of Covenants and Restrictions of The Knolls Village Townhouse Association ("Declaration") to pay all dues and assessments in a timely manner. Failure to do so jeopardizes the Association's ability to pay its bills. Failure of members to pay assessments in a timely manner is also unfair to its other members who do. Accordingly, the Association, acting through the Board of Directors must take steps to ensure timely payment of assessments.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association:

1. Due Dates. The Monthly Assessments, as determined by the Association, shall be due and payable monthly in equal installments due on the first day of the month. Special Assessments or other fees may be assessed from time to time by the Association and are due and payable as specified by the resolution authorizing such Special Assessment or fee. Assessments or other fees not paid to the Association when due shall be considered past due and delinquent.
2. Interest Charges. Any Assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the rate of eight percent (8%) per annum. All such charges shall be due and payable immediately, without notice, in the manner provided for payment of assessments.
3. Return Check Charges. A twenty dollar (\$20.00) fee shall be assessed against an owner in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. If two or more of an owner's checks are returned unpaid by the bank within any twelve month period, the association may require that all of the owner's future payments, for a period of one year, be made by certified check or money order.
4. Attorney Fees on Delinquent Accounts. The Association shall be entitled to recover its

reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner.

5. Application for payments made to the Association. The Association reserves the right to apply all payments received on account of any owner first to payment of any and all legal fees and costs (including attorney fees), then to costs and expenses of enforcement and collection, late charges, interest, returned check charges, lien fees, and other costs owing or incurred with respect to such owner, and any remaining amounts shall be applied to the assessments due with respect to such owner.

6. Collection Letters.

(a) After an installment of the common assessment or other charge owed to the Association becomes one month past due, the Association shall cause a notice of delinquency to be sent to the unit owner who is delinquent in payment.

(b) If payment in full is not received within thirty (30) days after the notice of delinquency, the Association may, but shall not be required to send a notice of default to the owner.

7. Liens. If payment in full of any assessment or other charge is not received within sixty (60) days after it became due, the Association may cause to be filed a notice of lien against the property of the delinquent owner. The lien shall include fees, charges, late charges, attorney fees, fines and interest owed by the delinquent owner.

8. Referral of Delinquent Accounts to Attorneys. If payment in full is not received within sixty (60) days after its due date, the Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. After an account has been referred to an attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney. After consultation with the Board of Directors or the Association's managing agent, the attorneys shall be entitled to exercise all available remedies to collect the amounts due, including judicial foreclosure and appointment of a receiver of the delinquent owner's property.

9. Referral of Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to assign delinquent accounts to one or more collection agencies for collection.

10. Waivers. Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis. The Association may grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the

procedures contained herein, as the Association may determine appropriate under the circumstances.

11. Order of Remedies. The Association may pursue any actions or remedies, including actions for personal judgment, foreclosure or receivership, to collect amounts owed in any order or contemporaneously, and cumulatively, and in the case of a foreclosure by the holder of another security interest in the owner's property, may immediately proceed to file actions for personal judgment, foreclosure or receivership without the necessity of following the procedures set forth in paragraphs 6, 7 and 8 above.

12. Delinquencies Constitute Covenant Violations. Any delinquency in the payment of assessments shall constitute a violation of the covenants contained in the Declaration, and without notice and an opportunity to be heard being required, the Association shall be entitled to impose sanctions on the delinquent owner consistent with the Association's Notice and Hearing and Enforcement Policy and Procedures.

The Knolls Village Townhouse Association
By: (signed) Loren Rohl
President

This Collection Policy was adopted by the Board of Directors on the 5 day of June, 2007, effective the 5 day of June, 2007, and is attested to by the Secretary of The Knolls Village Townhouse Association.

(signed) Scheryl Sher
Secretary

**KNOLLS VILLAGE TOWNHOUSE ASSOCIATION
POLICY REGARDING CONDUCT OF MEETINGS**

Adopted June 5, 2007

The following procedures have been adopted by The Knolls Village Townhouse Association ("Association") pursuant to the provisions of C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To establish a uniform and systematic protocol for conducting meetings of the Association, including Members' meetings and Board meetings; to ensure equitable participation by Members while permitting the Board to conduct the business of the Association; and to memorialize the circumstances under which the Board may convene into executive session.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing the conduct of meetings of the Members and meetings of the Board:

1. Members' Meetings. All meetings of the Association are open to every Member, or to any person designated by a Member in writing as the Member's representative, and Members or designated representatives so desiring shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings; except that at regular and special meetings of the Board, Members who are not Board members may not participate in any deliberation or discussion except as provided below.
2. Board Meetings. All regular and special meetings of the Board, or any committee thereof, shall be open to attendance by all Members or to any person designated by a Member in writing. At regular and special meetings of the Board, except as stated below, Members who are not members of the Board may not participate in any deliberation or discussion unless expressly so authorized by a vote of the majority of a quorum of the Board.
3. Members' Right to Speak at Board Meetings. At Board meetings, the Board shall permit Members or their designated representatives to speak before the Board takes formal action on an item under discussion, in addition to any other opportunities to speak, and the Board shall provide for a reasonable number of persons to speak on each side of an issue. However, the Board may place reasonable time restrictions on those persons speaking during any meeting.
4. Agenda; Open Forum. The President of the Board of Directors, and in his absence, the Vice President, shall be chairman of all meetings. The agenda for all meetings shall follow the order of business specified by the Association's Bylaws, and if none, in accordance with the order of business determined by the Board. The agenda for Members' meetings shall include a Member Open Forum during which any Member or Member's designated representative who wishes to speak will have the opportunity to do so, subject to the remaining provisions of this policy. The agenda for Board meetings shall include a Member Open Forum, subject however, to the Board's right to dispense with or limit the Member Open Forum at the discretion of the Board, except that such limits on Member Open Forum shall always be subject to the provisions of paragraphs 2 and 3 of this policy.
5. Limits on Right to Speak. The Board shall have the right to determine the length of time of the Open Forum. The chairman of the meeting may place reasonable limitations upon the time given to each

member seeking to comment, to allow sufficient time for as many members as possible to comment within the time permitted. Unless otherwise determined by the chairman, the time limit will be three minutes per member. The chairman shall, to the best of his/her ability, allocate time to each Member for comment so as to allow as many Members as possible to speak within the time permitted. Each Member will only be allowed to speak more than once during Open Forum at the discretion of the Board. No member may speak a second time until all members wishing to speak have had an opportunity to speak once.

6. Sign-Up Sheets. A sign-up sheet will be made available to members immediately prior to the meeting. Any Member wishing to comment at the ensuing meeting may add his/her name to the sign-up sheet. Subject to the remaining provisions of this policy, Members will be recognized for comment at the meeting in the same order as their names appear on the sign-up sheet. All Members wishing to comment who have not placed their names on the sign-up sheet will nonetheless be permitted to speak, time permitting.

7. Attorney/Client Privileged Communications. Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

8. Recording of Meetings. Note taking is permitted, however, video or audio recording of all or any portion of any meeting by Members is prohibited.

9. Member Conduct. No Member is entitled to speak until recognized by the chairman. There shall be no interruption of anyone who has been recognized by the chairman except by the chairman. Specific time limits set for speakers shall be strictly observed. Personal attacks, whether physical or verbal, and offensive language will not be tolerated. All comments are to be directed to the chairman and not other individual participants. All comments are to be restricted to the agenda item being discussed. Courteous behavior is mandatory.

10. Curtailment of Member Conduct. Should the chairman determine that any Member has spoken for the allocated amount of time or longer, or determine that the Member is in violation of the provisions of this policy, the chairman shall have the authority to instruct that member to yield the floor, and that member will be obligated to comply with the chairman's instruction.

11. Disruptive or Unruly Behavior. If a member refuses to stop talking after his/her allotted time has ended, or otherwise disrupts the meeting, or is otherwise in violation of the provisions of this policy, the following procedure will be followed:

(a) The chairman will issue an oral warning that if the member continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, either the meeting will be adjourned or law enforcement/security will be called to remove the individual.

(b) If the member continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this policy, the chairman will call a recess and speak directly to the member, reiterating that either the meeting will be adjourned or law enforcement/security will be called to remove the individual.

(c) If the member still refuses to cooperate, the chairman may choose whether to adjourn the meeting to another time or to call law enforcement/security.

12. Executive Session. Notwithstanding the foregoing, the Board or a committee thereof may hold an executive or closed door session and may restrict attendance to Board members and other persons specified by the Board; provided that any such executive or closed door session may only be held in accordance with the provisions and requirements of the Act, as amended from time to time, or other applicable law. The matters to be discussed at such an executive session are limited to:

(a) Matters pertaining to employees of the association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;

(b) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) Investigative proceedings concerning possible or actual criminal misconduct;

(d) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;

(f) Review of or discussion relating to any written or oral communication from legal counsel.

Prior to the time the members of the Board convene in executive session, the chairman shall announce the general matter of discussion as enumerated in paragraphs (a) to (f) above. No rule or regulation of the Board shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or special meeting or after the Board goes back into regular session following an executive session.

The Knolls Village Townhouse Association
By: (signed) Loren Rohl
President

This policy regarding conduct of meetings was adopted by the Board of Directors at a regular meeting held on the 5 day of June, 2007, effective the 5 day of June, 2007, and is attested to by the Secretary of The Knolls Village Townhouse Association.

(signed) Cheryl Scher
Secretary

**KNOLLS VILLAGE TOWNHOUSE ASSOCIATION
POLICY REGARDING DISPUTE RESOLUTION**

Adopted June 5, 2007

The following procedures have been adopted by The Knolls Village Townhouse Association ("Association") pursuant to the provisions of C.R.S. 38-33.3-209.5 at a regular meeting of the Board of Directors.

Purpose: To provide a more efficient means of resolving disputes or claims involving the Association and/or the Association's governing documents and to reduce the costs and fees associated with dispute resolution.

WHEREAS, the Colorado Common Interest Ownership Act, in C.R.S. 38-33.3-124, encourages common interest communities to adopt protocols that make use of mediation in resolving disputes between the Association and one or more unit owners.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policy governing the resolution of disputes:

1. Dispute Resolution Procedures. The following procedures will be followed in all disputes or claims involving the Association and/or the Association's governing documents.

A. Prior to proceeding with any claim, the party asserting the claim ("Claimant") shall give written notice of such claim to all opposing parties ("Respondent"), which notice shall state plainly and concisely:

(i) the nature of the claim, including all persons involved and Respondent's role in the claim;

(ii) the legal or contractual basis of the claim (i.e. the specific authority out of which the Claim arises); and

(iii) the specific relief and/or proposed remedy sought.

B. After the Respondent receives the notice of claim, the parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the claim by good faith negotiation. Such efforts may include inspections of the Claimant's or the Respondent's lot for purposes of evaluating any alleged violation. Any party may be represented by attorneys and independent consultants to assist in the negotiations and to attend meetings.

C. If the parties do not resolve the claim through negotiations within sixty (60) days after submission of the claim to the Respondent, the Claimant shall have an additional sixty (60) days to submit the Claim for mediation. In the event the parties are unable to agree on a mediator, such that a mediator must be appointed by the District

Court, the Claim shall be deemed to be submitted upon filing the petition for appointment of the mediation.

D. If the Claimant fails to submit the claim to mediation within such time, or fails to appear at the mediation, the claimant shall be deemed to have waived the claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than Claimant.

E. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If a termination of the mediation occurs, the mediator shall issue a written statement advising that the parties are at an impasse.

F. Unless otherwise agreed, each party shall bear its own costs of the mediation, including attorneys fees, and each party shall share equally all charges of the mediator.

G. Upon termination of mediation, if Claimant desires to pursue the claim, Claimant shall thereafter be entitled to initiate final, binding arbitration of the claim with the American Arbitration Association or such other forum as may be agreed upon by the parties. Any award rendered may be entered in and enforced by any court having jurisdiction over the claim. Unless otherwise mutually agreed to by the parties to the claim, there shall be one arbitrator who, to the extent feasible, shall have expertise in the area(s) of dispute.

H. The award of the arbitrator shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all parties to the claim. Any award shall be enforceable in accordance with C.R.S. 13-22-201 et seq., as amended from time to time.

2. Exclusions. Unless all parties thereto otherwise agree, the following disputes or claims shall not be subject to the provisions of this policy:

A. An action by the Association relating to the collection or enforcement of the obligation to pay assessments or other charges set forth in the Association's governing documents; and

B. An action by the Association to obtain a temporary restraining order or preliminary injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to enjoin any immediate threat to persons or property, except that, once any temporary restraining order or preliminary injunctive relief is obtained, resolution of any permanent injunction claims shall be through arbitration as set forth herein; and

C. Any action between or among unit owners, which does not include the Association as a party, if such action asserts a claim which would constitute a claim for relief independent of the Association's governing documents; and

D. Any action in which any indispensable party is not the Association, its officers, directors, or committee members, or a person subject to the Association's governing documents, or their officers, directors, partners, members, employees and agents.

E. Any action to enforce a settlement agreement or arbitration award made under the provisions of this policy.

3. Judicial Enforcement. If the parties agree to a resolution of any claim through negotiation or mediation in accordance with this policy, and any party thereafter fails to abide by the terms of such agreement, then any other party may file its action in court to enforce such agreement without the need to again comply with the procedures set forth in this policy. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties as the court may determine) all costs incurred in enforcing such agreement, including without limitation, reasonable attorneys fees and court costs.

4. Statute of Limitations. No claim may be initiated after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitation or statute of repose.

The Knolls Village Townhouse Association

By: (signed) Loren Rohl
President

Attest

(signed) Cheryl Sher
Secretary

This Policy Regarding Dispute Resolution was adopted by the Board of Directors on the 5 day of June, 2007, effective the 5 day of June, 2007, and is attested to be the Secretary of The Knolls Village Townhouse Association.

(Signed) Cheryl Scher
Secretary

This is for specimen purpose only! The form to sign will be provided by the Association representative when you register for a pool pass for you and your family.

SWIMMING POOL AGREEMENT

I understand and agree that I use the pool and pool area at my own risk and sole responsibility. The use of the pool and pool area is a privilege granted by the Knolls Village Townhouse Association to the residents of the Village and their guests for their convenience and enjoyment.

In consideration of being permitted to enter and use the pool, I agree that all persons who own, operate and manage or maintain the pool and pool area are not liable to me if I am injured or my property is lost or damaged, and I will not make any such claims.

I further stipulate that I have read the pool rules for this pool season, and I agree to comply with all pool rules, and to see to it that all members of my household and guests comply with these rules.

RESIDENT ADDRESS

RESIDENT NAME

please print

RESIDENT SIGNATURE

OWNER SIGNATURE,

if resident is renter

DATE _____

This is for specimen purpose only! The form to sign will be provided by the Association representative when you register for a pool pass for you and your family.

**PLEASE TAKE NOTE OF THESE POOL REGULATIONS AND
ENJOY OUR FACILITY**

- 1) Running splashing, or activities of a nuisance nature will not be permitted.
- 2) No glass or other breakable containers will be permitted in any of the pool areas.
- 3) No alcoholic or tobacco products will be allowed in any of the pool areas.
- 4) No pets, leashed or otherwise, will be permitted inside the pool areas.
- 5) No individual under age 18 will be allowed to sponsor guests.
- 6) Children under 13 must be accompanied by a parent or other authorized person.
- 7) All guests must be accompanied by the homeowner of whom they are a guest.
- 8) Proper swimming attire must be worn for either adult or wading pool use.
- 9) Wading pool use is reserved for children age 5 or under and must be accompanied by a parent or authorized person age 18 or older
- 10) Children not yet toilet trained must wear a special swim diaper.

We encourage everyone to help keep our pool areas safe and clean. and we caution that your use of these facilities is at your own risk.

**POOL ATTENDANTS HAVE SOLE RESPONSIBILITY FOR THIS
FACILITY AND ALL OF THE FACILITY RESOURCES**

THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION

2701 E. Geddes Place
Centennial, Colorado 80122-1726

This brief outline is prepared as a quick reference for owners and especially NEW residents. This is based on the Covenants, By-laws and standing rules adopted by the Board.

Quick Reference Menu.

- [1. Common area emergencies.](#)
- [2. Association Message Center.](#)
- [3. Board of Directors.](#)
- [4. Committees.](#)
- [5. Meetings.](#)
- [6. Dues.](#)
- [7. Mailboxes.](#)
- [8. Unit Maintenance - Interior and Exterior](#)
- [9. Insurance.](#)
- [10. Operation ID](#)
- [11. Recreational Privileges.](#)
- [12. Pool.](#)
- [13. Clubhouse.](#)
- [14. Tennis.](#)
- [15. Parking.](#)
- [16. Planting](#)
- [17. Trash Collection Schedule.](#)
- [18. Recycling](#)
- [19. Newsletter.](#)
- [20. Animal Control.](#)

-- **1. For emergencies in the common area call (303) 304-8976**

-- **2. ASSOCIATION MESSAGE CENTER - (303) 796-0540**

All calls to the Association concerning comments, complaints, questions or a need to talk to someone on the Board or a Committee will be answered by an answering machine. Please give all the information requested and state the nature of your call. Emergency calls are routed via pager to the Resident Maintenance Manager. All other calls are collected twice daily by the Resident Maintenance Manager. Calls are returned as soon as possible.

-- **3. BOARD OF DIRECTORS**

The [seven members of the Board](#), who are homeowners, serve, without compensation, for terms of three years. The Board elects its officers each year. ([By-laws, Art. V](#)).

-- **4. COMMITTEES**

Homeowners and renters are encouraged to volunteer for Committees which are: Architectural Control, Clubhouse, Finance, Hospitality, Pool, Publicity, Newsletter and Web Site. Call a [Board member](#) or [Committee chairman](#) for information.

-- **5. MEETINGS**

The [Board](#) and [Committee Chairpersons](#) meet regularly on the first Tuesday of each month at 6:30 PM in the club house. Quarterly Association Meetings for all residents and homeowners are held on the first Tuesday of January, April, and July. The Annual Meeting of the Association is held at 7:30 PM on the second Tuesday in October at a location announced in The Back Gate Villager. ([By-laws, Art X](#)). [More...](#)

6. DUES

The monthly dues, \$120.00, and painting fee, \$15.00, for a total of \$135.00, is payable on the first day of each month and can be mailed to the Association at 2701 East Geddes Place, Centennial, CO 80122-1726, OR you may drop your payment in the FREE Association mailbox located at the top of the walk leading to the Clubhouse. (Please Note: This is NOT a Post Office mailbox).

7. MAILBOXES

If you need to have a lock on your mailbox replaced or repaired, place a note for the letter carrier in your mailbox or on the back of the cluster of mailboxes, requesting that he/she disengage the lock so you can remove it. Take it to a locksmith for service or replacement. **DO NOT CALL THE POST OFFICE OR ASSOCIATION.** By order of the U.S.P.S. (U.S. Postal Service) we are forbidden to post signs on our mailboxes.

8. UNIT MAINTENANCE - Interior and Exterior

The Association is responsible for painting the outside of units and the outside of the privacy gate, but not the privacy fence. The homeowner is responsible for all other maintenance of his or her unit, including the upkeep of the individual patios, privacy fence, front porches, roofs and the area between garages. For details see [Art. IX of the Covenants](#). Exterior changes **MUST BE APPROVED** by the [Architectural Control Committee](#). See [Covenants, Art. VIII, Sec 1](#), and [Covenants, Art. X](#).

9. INSURANCE

Homeowners are responsible for insurance coverage on their own unit and on their household goods. **The Association insurance covers common areas only. It does not cover townhouses**

10. OPERATION I.D.

This is a system of marking your household goods for identification in case of theft. The Association has special forms and equipment which can be borrowed.

11. RECREATIONAL PRIVILEGES

Every unit owner in good standing (that is, one not delinquent in his/her dues) is entitled to use of the [pool](#), [tennis courts](#), or [Clubhouse](#). Renters must have a letter of delegation of these privileges from the owner in order to use the facilities. ([Covenants, Art. V, Sec. 4](#)) Forms are available from the Board. This letter may be renewed each year.

12. POOL

The pool is open from Memorial Day weekend through Labor Day. A key is needed to enter the pool area. Each member of the homeowner's (or tenant-designates) family must have a pool identification card (children under 6 excluded). Pool agreement forms are renewed annually. Dates and times are published in The Villager each Spring. Renter's must present the letter of transfer of privileges from the unit owner when applying for ID. Cards. ([Covenants, Art. V, Sec 4](#)). [More...](#) (3/7/2005)

13. CLUBHOUSE

The Clubhouse at 2701 E. Geddes Place is for the use of homeowners and qualified renters, and their guests. A damage deposit is required. Make reservations for its use by calling the Association Message Number, (303) 796-0540 ([see Section 2](#)). Religious, political or fund raising organization activities are NOT permitted. [More...](#)

__ 14. TENNIS

The courts are locked at all times. Keys may be acquired, for a charge at Pool Registration time in the Spring, or from a pool attendant when the pool is open. [More...](#)

__ 15. PARKING

Each unit provides parking space in the garage for residents' cars. All other parking areas in the Village Common Areas are for temporary parking only. Vehicles found stored in one or more of these areas will be towed away at owner's expense. Parking is NOT allowed in front of overhead garage doors. Be a good neighbor. Your cooperation is greatly appreciated. Fire lane laws are enforced by the local sheriff.

__ 16. PLANTING

The planting of trees and/or shrubs should only be done with prior approval of the [Architectural Control Committee](#), as it may interfere with the sprinkler system, underground cables, or overall landscape theme.

__ 17. TRASH COLLECTION SCHEDULE

Trash is picked up once a week, on Fridays, by Waste Management. The company observes six holidays per year. They are New Year's day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If one of these holidays falls during the week on or before Friday, trash will be picked up on Saturday. Put your trash in a suitable container and limit the weight to 40 pounds each. Trash should be put out before 7:00 AM on pickup day and no earlier than the evening before pickup day. Do not put hazardous waste in your trash.

!8. Recycling

Recycling is picked up every other Friday. The company observes six holidays per year. They are New Year's day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If one of these holidays falls during the week on or before Friday, recycling will be picked up on Saturday. It is picked up only from those residences registered with Waste Management to participate in the recycling program. Register at [Waste Management](#), 2400 West Union Avenue, Englewood. There is a charge of \$15.00 for two recycling bins. No charge to you thereafter for pickup.

__ 19. NEWSLETTER

The Back Gate Villager is published by Kathy Quirk ten times a year and is delivered to your back gate. It contains announcements, events, news of the community and local ads by residents.

__ 20. ANIMAL CONTROL - 720-874-6750 The city of Centennial limits households to 3 dogs. They require licensing and rabies shots annually by January 1. Dogs are not permitted to run at large, be noisy, or be vicious. Dogs that are not in compliance are subject to being impounded at the owner's expense. The Centennial Municipal Code with amendments is located on the [Centennial web site](#). Be considerate of Village property and carry a scoop and bag to remove any "accidents". If a dog is running loose repeatedly, you should report it to the Animal Control Center - 720 874-6750. If a dog is barking too much, discuss the problem with the owner. Call Animal Control only if the dog barks for more than a 20 minute period - AND if you and a witness are willing to sign a complaint.

**RENTAL POLICY
OF
THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION**

Subject: Rules and restrictions pertaining to renting and leasing of Units.

Purpose: To provide clarification as to the rights and responsibilities of landlords and tenants in the community.

Authority: Section 302(1)(a) of the Colorado Common Interest Ownership Act; Article VIII, Section 1(A) of the Association's Bylaws.

Effective

Date: 4 / 1 / 2 0 0 8

NOW, THEREFORE, IT IS RESOLVED that the following rules and restrictions regarding the renting and leasing of Units have been adopted by The Knolls Village Townhouse Association ("Association") at a regular meeting of the Board of Directors:

- A. For purposes of this Rental Policy, an Owner's Unit (as these terms are defined in the Bylaws) shall be referred to as a Unit.
- B. Subject to the remaining provisions of this Rental Policy, an Owner shall have the right to lease his or her Unit in its entirety upon such terms and conditions as the Owner may deem advisable.
- C. An Owner's right to lease a Unit is subject to the following restrictions:
1. The Unit may be leased only for the uses and purposes provided in the Declaration (as it has been or may be amended from time to time), or as restricted herein.
 2. The leasing of any Unit, and the tenants and occupants of a Unit, shall be subject to the provisions of the Declaration (as it has been or may be amended from time to time), the Association's Articles of Incorporation, Bylaws, the rules and regulations adopted by the Association, and this Rental Policy (collectively the "Association Documents"). The Association may enforce the provisions of the Association Documents against the Owner, the tenant and any other occupants of the Unit.
 3. No Unit shall be rented or used for transient or temporary housing purposes. No Unit shall be leased for less than a six-month period.
 4. No portion of a Unit less than the whole Unit may be leased at any time for any duration.
 5. All leases shall be in writing and shall provide for each of the following:
 - a. That the lease is subject to the terms of the Association Documents. A copy of the Association Documents (including specifically this Policy) shall be provided to the tenant with the lease, and the lease shall contain a clause that indicates that the tenant has received a copy of the Association Documents.
 - b. That tenants will not conduct any unlawful activities on the premises.

- c. That the primary parking space for motor vehicles used by the tenants is in the garage of the Unit.
- d. Whether the tenants are entitled to use the Association's clubhouse and recreational facilities, which shall be permitted only if the Owner relinquishes such rights for the duration of the lease pursuant to Article IV, Section 1 of the Bylaws.

6. Within ten (10) days of execution of the lease, the landlord should provide the Association with the names of each of the tenants and occupants, and contact information, including daytime and evening telephone numbers, for both the Owner and the tenants, a permanent address for the Owner, and whether the Owner has assigned to the tenants the rights to use the Association's clubhouse and recreational facilities.

7. No tenant or non-Owner occupant shall be entitled to be a member of the Association's Board of Directors or cast any vote in any matter of the Association, other than under a written proxy on behalf of the Owner.

8. The Owner shall remain responsible for all assessments, insurance deductibles or any other charges permitted or required under the provisions of the Association Documents.

9. The Owner, as a member of the Association, shall be responsible for the conduct of his/her tenant.

10. The cost of compliance with the Americans with Disabilities Act or the Fair Housing Amendments Act, or any other federal, state or local legislation so as to accommodate a tenant or other occupant of a Unit shall be borne by the Owner of the Unit. In the event that the Association incurs any cost or expense to make such accommodation, such cost or expense shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the subject Unit, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of other assessments.

11. Enforcement of this Rental Policy shall be in accordance with the Enforcement Policy adopted by the Board.

D. The provisions of this Rental Policy shall apply to all new tenants or lessees as of the effective date set forth above. This policy shall not apply to any existing tenants or lessees as of the effective date.

The Knolls Village Townhouse Association
By: Signed: / Loren Rohl
President

This Rental Policy was adopted by the Board of Directors on the 1st day of April, 2008 and is attested to by the Secretary of The Knolls Village Townhouse Association.

Signed: / Cheryl Sher
Secretary

**KNOLLS VILLAGE TOWNHOUSE ASSOCIATION
RESERVE FUND INVESTMENT POLICY**

Adopted June 5, 2007

The following Reserve Fund Investment Policy has been adopted by The Knolls Village Townhouse Association ("Association") pursuant to C.R.S. 38-33.3-209.5, at a regular meeting of the Board of Directors.

Purpose: To protect and ensure the safety of the assets and capital improvements of the Association and those volunteers who participate in the investment process and to further provide guidance to those who offer investment services to the Association, including brokers/dealers, banks, consultants, savings institutions, and custodians.

The following Policy addresses the methods, procedures and practices which must be exercised to ensure effective and judicious fiscal investment management of the Association's reserve funds. This policy does not set forth: (1) the minimum reserve fund balance required of the Association; (2) any mandate for an annual reserve fund study, or (3) the tax consequences of the investment options contained herein. The provisions of this Policy shall supercede and replace any and all previous policies and rules regarding the investment management of the Association's reserve funds.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following policies and procedures for the investment of the Association's reserve funds:

1. Investment Objectives

All funds which are held for capital expenditures as a part of the reserve fund shall be deposited and invested by the Association in accordance with Colorado Revised Statutes and resolutions enacted by the Association's Board of Directors in a manner to accomplish the following objectives:

A. Safety of Funds: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital, with the objective of mitigating credit risk and interest rate risk.

1. Credit Risk: The Association will minimize credit risk, the risk of loss due to the failure of the financial institution, by:

a. Limiting investments to the safest types of investments as provided for herein;

b. Pre-qualifying the financial institutions, brokers/dealers, and advisors with which the Association does business; and

c. Subject to the limitations herein, diversifying the investment portfolio so that potential losses on individual investments will be minimized.

2. Interest Rate Risk: The Association will minimize the risk of the market value of investments in the portfolio due to changes in general interest rates by:

a. Structuring the investment portfolio so that investments mature sufficiently close to cash requirements for ongoing operations, thereby minimizing the potential need to sell investments prior to maturity; and

b. Investing all funds primarily in short- to intermediate-term investments.

B. Liquidity of Funds: The investment portfolio shall remain sufficiently liquid to meet all planned reserve fund expenditures for the following fiscal year. To ensure that adequate reserve funds are available to pay the Association's reserve expenditures, annual reserve fund investments shall reasonably match the planned reserve fund expenditures for the following fiscal year.

C. Types of Investments: The reserve fund portfolio shall consist largely of Money Market Accounts, Certificates of Deposits and / or other Federally Insured Instruments

D. Yield: Subject to the restrictions on the types of investments, the Association's portfolio shall earn a competitive market rate of return on available funds throughout budgetary and economic cycles. In meeting this objective, the Association, through the Board of Directors, will take into account the Association's investment risk, constraints, and cash flow needs.

2. Delegation of Authority

Responsibility for conducting investment transactions for the Association resides with the Treasurer. The President of the Board of Directors will be considered an authorized person to assist the Treasurer in performing investment management, cash management, or treasury functions. Persons authorized to transact investment business for the Association are limited to these two officers. The Treasurer will provide a copy of this investment policy to all of the Association's investment service providers. Association Members will receive a copy of this investment policy from the Treasurer upon request. The Treasurer may engage the support services of outside professionals, subject to the availability of budgeted funds and approval from the Board of Directors. The Board of Directors shall provide a copy of this policy to the newly elected Treasurer at the assumption of office.

3. Ineligible Investments and Transactions

The Association shall not invest in the following asset classes:

- A. Individual stocks;
- B. Equity mutual funds, domestic or foreign;
- C. Mutual funds consisting of bonds or mortgages and or derivatives;
- D. Options on equity, debt or commodities;
- E. Floating rate securities; and
- F. Investment in a single institution in excess of FDIC insurance limits.

4. Selection of Banks as Depositories and Providers of General Banking Services

Banks and savings institutions shall be approved by written resolution by the Board of Directors to provide depository and other banking services for the Association. To be eligible for authorization, a bank must be domiciled in the United States and be a member of the FDIC. Banks failing to meet this minimum criteria, or, in the judgment of the Treasurer or Board of Directors, no longer offers adequate safety to the Association funds, shall be unauthorized to provide depository and other banking services for the Association.

5. Reporting

On an annual basis, an investment report shall be prepared and submitted by the Treasurer or an outside advisor, who will provide such report to the Board of Directors in a timely manner, listing the reserve fund investments held by the Association and the current market valuation of the investments. The report shall include a summary of investment earnings during the prior fiscal year. The Board shall make available to requesting Members a listing on an itemized basis as to amount, type and rate of return, of the instruments, funds and accounts in which Association funds are invested or deposited.

6. Policy Revisions

The Board of Directors shall review this reserve fund investment policy periodically and may amend this Policy as conditions warrant. The Treasurer may recommend amendments to this Policy as necessary.

The Knolls Village Townhouse Association

By: (signed) Loren Rohl
President

This Reserve Fund Investment Policy was adopted by the Board of Directors on the 5 day of June, 2007, effective the 5 day of June, 2007, and is attested to by the Secretary of The Knolls Village Townhouse Association.

(signed) Cheryl Sher
Secretary

**PLEASE TAKE NOTE OF THE TENNIS COURT RULES
AND ENJOY OUR FACILITY**

- 1) COURT USE IS FOR RESIDENTS AND ACCOMPANIED GUESTS ONLY.**
- 2) RESERVATION SHEETS WILL BE POSTED ON THE BULLETIN BOARD.**
- 3) RESERVATIONS MAY BE MADE ONLY 24 HOURS IN ADVANCE.**
- 4) RESERVED TIMES ARE LIMITED TO PERIODS OF 90 MINUTES.**
- 5) NO ONE MAY PLAY BEYOND THIS PERIOD IF OTHERS ARE WAITING.**
- 6) COURTS ARE TO BE USED STRICTLY AND EXCLUSIVELY FOR TENNIS.**
- 7) TENNIS SHOES MUST BE WORN ON THE COURTS AT ALL TIMES.**
- 8) CHILDREN UNDER AGE 12 MAY ONLY PLAY IN NON-PRIME TIME.**
- 9) REGISTERED KEYS ARE FOR RESIDENTS USE AND NOT LOANED OUT.**
- 10) THE LAST RESIDENT LEAVING THE FACILITY MUST LOCK GATES.**

TENNIS COURT “PRIME TIMES” ARE AS FOLLOWS:

Before 1:00 PM and after 5:00 PM on SATURDAYS, SUNDAYS & HOLIDAYS

Before 9:00 AM and after 5:00 PM on ALL OTHER DAYS

(RESIDENT VERIFICATION MAY BE REQUIRED AT ANY TIME)

**ADULT RESIDENTS HAVE FULL AUTHORITY FOR THE
ENFORCEMENT OF THESE RULES AND VIOLATORS
WILL BE SUBJECT TO LOSS OF TENNIS PRIVILEGES.**

Tennis Registration

I understand and agree that I use the Tennis Courts at my own risk and sole responsibility. The use of the Tennis Courts is a privilege granted by the Knolls Village Townhouse Association to the residents of the Village and their guests for their convenience and enjoyment.

In consideration of being permitted to enter and use the Tennis Courts, I agree that all persons who own, operate and manage or maintain the Tennis Courts are not liable to me if I am injured or my property is lost or damaged, and I will not make any such claims.

I further stipulate that I have read the Tennis rules, and I agree to comply with all tennis rules, and to see to it that all members of my household and guests comply with these rules.

RESIDENT ADDRESS _____

RESIDENT NAME _____

please print

RESIDENT SIGNATURE _____

OWNER SIGNATURE, _____

if resident is renter

DATE _____