

**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