Knolls Village Townhouse Association 2701 E. Geddes Place - Centennial, CO 80122 www.knollsvillage.com Association's Message Center (303) 796-0540

If you are a renting your townhome please notify KVTA with names of tenants/occupants within 10 days by (see item 6 of Rental Policy) by email to: bookkeeper@knollsvillage.com or by U.S. Mail.

The following pages contain the following documents:

**Rental Policy** 

Pet Policy

Parking Policy

## **Tenant Release Form**

(This form provides KVTA with contact information and is used to delegate your rights of use and enjoyment of the common properties and facilities to the tenant(s) residing on your property.)

More documents are available on www.knollsvillage.com under the *Governing Documents* link on the site's home page. Documents include:

- Articles of Incorporation
- By-Laws
- Covenants and Restrictions
- Enforcement Policies and Procedures
- and more.

Clubhouse, Pool and Tennis information is also available under the respective sections on the home page.

# 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: 4/1/2008

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 <u>shall</u> 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/hertenant.

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.

12. 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 1<sup>st</sup> 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, 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

#### **RESOLUTION OF THE BOARD OF DIRECTORS OF**

## THE KNOLLS VILLAGE TOWNHOUSE ASSOCIATION, INC.

#### **REGARDING PARKING**

Adopted April 2, 2019

Subject: Rules and Regulations pertaining to vehicle parking and restrictions thereto on Knolls Village Townhouse Association, Inc. (KVTA) owned property, i.e. driveways, KVTA owned streets, and all perpendicular parking spaces (commonly referred to as guest parking spaces).

Purpose: To memorialize the consideration and adoption by the KVTA Board of Directors as to the following Rules and Regulations regarding parking in areas stated above and to give the Board of Directors the authority to have vehicles removed, i.e. towed, from such spaces when vehicles are in violation.

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 and guests in the community, the Board wishes to establish rules regarding parking on KVTA owned property and to establish Board authority to have vehicles towed when they are in violation of said rules.

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

#### A. Parking on KVTA Owned Property:

1. Long term storage of vehicles, i.e. 21 days or more without being used, is prohibited.

2. Storage of equipment, i.e. any non-vehicle occupying a parking space(s) such as a dumpster, is prohibited at all times unless granted written permission by the Board for a designated period of time.

3. Vehicles not properly or currently licensed and/or determined inoperable, e.g. flat or missing tire(s), are prohibited as adopted by this resolution.

4. Boats, trailers, trucks, campers or commercial vehicles are prohibited as per Article X of the Association's Covenants. As adopted by this resolution, recreation vehicles (RVs) are prohibited from overnight parking on KVTA property.

5. Vehicles blocking, impeding or in any way preventing access to other parking spaces or garages are prohibited and shall constitute an emergency for towing purposes.

6. The parking of any vehicle or equipment that blocks or limits access by fire or other emergency vehicles on the Knolls Village Townhouse Association roads is expressly prohibited and shall constitute an emergency for towing purposes.

#### **B.** Towing:

1. The Board may enforce these rules in accordance with any other policies and enforcement provisions adopted by the Board, which may include, without limitation, the right to impose fines or tow the vehicle. All enforcement remedies are cumulative and non-exclusive, and any remedy may be invoked at any time, in any order, without invoking any other remedy.

2. Subject to applicable laws and ordinances, any vehicle or equipment parked or stored in violation of these rules may be towed by the Association at the sole risk and expense of the owner of the vehicle without notice or hearing except

as provided for in this paragraph.

a. No notice is required to be given to an owner, resident or guest if a vehicle or equipment is parked or stored in areas required for access to fire hydrants provision or emergency services, or vehicles or equipment blocking access to an Owner's garage.

b. In other cases, the Association will provide notice to the owner of the vehicle or equipment violating these rules (if the owner can be determined) of the intent to tow at least twenty-four (24) hours before the vehicle or equipment is towed. If the Association is unable to determine the owner of the vehicle or equipment, notice shall be sufficient if a written notice is posted on the vehicle or equipment. The Association shall not be liable to the owner of such vehicle for trespass, conversion, damage to the vehicle or equipment, or its contents or otherwise and such towing shall not be grounds for relief of any kind.

3. An owner or resident who accumulates three (3) or more violations within a twelve (12) month period will be deemed to be a repeat offender. Repeat offenders will not be notified in advance of towing in the event that notice would have otherwise been required.

4. In all cases, cost of towing will be borne by the vehicle's owner and the Association will not be held liable for any costs or damages.

## C. Miscellaneous:

1. 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.

2. The provisions of these Rules shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgement of court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which shall remain in full force and effect.

3. This Resolution shall supersede and replace any and all previous rules and regulations regarding parking restrictions on KVTA owned property.

4. These rules shall be effective thirty (30) days following written or published notification to the Owners of the Association of their adoption.

The Knolls Village Townhouse Association, Inc.

By:

(Signed) A. Scott Ward \_\_\_\_\_ President

These Rules and Regulations pertaining to parking and restrictions thereto on KVTA owned property adopted on the 2nd day of April, 2019 and are attested by the Secretary of The Knolls Village Townhouse Association, Inc.

(Signed) Cynthia Kiel \_\_\_\_\_\_Secretary

# Knolls Village Townhouse Association 2701 East Geddes Place · Centennial, CO 80122 Message Center - (303) 796-0540 www.knollsvillage.com

# **Notification Form - Ownership/Tenant Occupancy**

Please complete and return this form to Knolls Village Townhouse Association. It provides the Board of Directors the necessary information to send notices to proper addresses and to enforce the provisions of the Covenants, Restrictions, and By-laws.

# Section A.

CURRENT OWNER(S) OF RECORD			
NAME			
ADDRESS			
TELEPHONE	CELL PHONE		
EMAIL ADDRESS			
Section B.			
TENANT'S CONTACT INFORMATION			
NAME			
ADDRESS			
TELEPHONE	CELL PHONE		
EMAIL ADDRESS			

# Section C.

COMPLETE THIS SECTION IF YOU AS A HOMEOWNER WISH TO DELEGATE YOUR RIGHTS OF USE AND ENJOYMENT OF THE COMMON PROPERTIES AND FACILITIES TO YOUR TENANT(S) RESIDING ON YOUR PROPERTY.

I hereby delegate my use and enjoyment of the common properties and facilities in the Declaration of Covenants and Restrictions to the tenant(s) listed in Section B.

Signature	Date
	Date
-	

Note: Homeowners dues must be current to transfer privileges.

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