

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

Subject: *Rights and Responsibilities* pertaining to renting and leasing of Units.

Purpose: To provide clarifications 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 By-Laws; Article X of the Covenants and Restrictions of the Association as Amended.

Effective: 4 / 1 / 2008 Amended: 3/ 3/ 2020

NOW, THEREFORE, IT IS RESOLVED that the following *Rights and Responsibilities* regarding the renting and leasing of Units have been adopted by The Knolls Village Townhouse Association at a regular meeting of the Board of Directors.

- A. For the purposes of this Rental Policy, an Owner’s Unit (as these terms are defined in the By-Laws) shall be referred to as a Unit.
- B. An Owner shall have the right to rent or lease his or her Unit, *either in part or in whole*, upon such terms and conditions set by the Owner.
- C. The Unit may be rented or leased only for the uses and purposes provided for in the Declarations (as it has been or may be amended from time to time), or as restricted herein:
- D. *As provided in the Declarations the Unit may only be used for private single-family residential purposes.*
- E. *While Owners may set their own renting and leasing terms the Board would encourage nothing less than 6-month terms.*
- F. The leasing *or renting* of any Unit, and the tenants and occupants of a Unit, shall be subject to the provisions of the Declarations (as it has been amended from time to time), the Association’s Articles of Incorporation, By-Laws, 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.

- 1. All leases and rental agreements should be in writing and provide for the following:
 - a. That the lease or rental agreement is subject to the terms of the Association Documents. A copy of the Association Documents (*including specifically but not limited to this Rental Policy, Pet Policy, Parking Policy, and Tenant Release Form*) should be provided to the tenant.
 - b. That the primary parking space for motor vehicles used by tenants is in the garage of the unit. *Renters may only use one guest parking space at any given time.*

c. The tenants are only entitled to the use of the Association's clubhouse and recreational facilities if the Owner relinquishes his or her rights to use said facilities (pursuant to Article IV, Section 1 of the By-Laws), *and submits the necessary completed forms including the Tenant Release Form, the Pool Use Agreement and the Tennis Registration Form.*

2. Within ten (10) days of execution of the lease *or rental agreement* the Owner should provide the association with the names of each of the tenants and primary contact information including daytime and evening phone numbers *and email address* 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 recreation facilities *along with the completed forms mentioned above.*

3. 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 by written proxy on behalf of the Owner.

4. The Owner, as member of the Association, shall be responsible for the conduct of his or her tenants.

5. The cost of compliance with the Americans with Disabilities Act, or the Fair Housing Amendments, 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 and 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 of Directors in the same manner as the Board is entitled to enforce collection of other assessments.

6. Enforcement of this Rental Policy shall be in accordance with the Enforcement Policy *and Procedures* adopted by the Board *and shall apply to all Owners and their tenants.*

The Knolls Village Townhouse Association

By: _____
David Kaiser *President*

This Rental Policy was amended and adopted by the Board of Directors on March 3, 2020 and is attested to by the Secretary of The Knolls Village Townhouse Association.

By: _____
Cindy Kiel *Secretary*