

**ROBERT DREW  
PROPERTY  
MANAGEMENT, INC.**

905 Little Leaf Court  
Longmont, Colorado 80503  
303-485-9818 303-485-7655 (fax)  
rdpm.amyscott@gmail.com

December 31, 2015

Dear Knollwood Village Owner,

Your board of directors has made plans for the annual members' meeting to be held on **Monday, January 25, 2016, at 7:00 P.M.** The Press/Osterkamp residence has graciously offered to host the gathering at their fourplex home at **254 Spruce.**

There will be an election of directors to the board. We encourage you to consider serving your HOA. The board meets about every two months, in the evening, for a couple of hours. The role of director is primarily one of decision making, since there is a property manager who gathers information and then implements those decisions. If you would like more information about what the job entails, please give our office a call in advance of the meeting.

The proposed amendment to the Declaration, which was distributed in November, was passed by the required amount of owners and has been recorded with the Boulder County Clerk. This amendment creates a 30-day minimum for all rentals in the HOA. Now that the covenants have been amended, we are updating the rules and regulations and will distribute them in January, by both mail and e-mail.


At the meeting, we will review the past year's highlights, upcoming projects and the association's financial status. In addition, the board will assess interest from the membership in the formation of an Architectural Control Committee (ACC). The board has been acting as the ACC. The governing documents provide them with the ability to appoint a separate committee, if desired.

Enclosed is the 2016 budget spreadsheet. Your board has determined that the association can operate effectively with fees remaining at their current levels for 2016. HOA monthly fees will remain at \$236 for the fourplex owners and \$339 for the duplex owners. Please bear in mind, however, that as Knollwood Village continues to age, there will likely be future financial challenges to be met. The dues have not increased since 2009, and may well need to be raised next year, in 2017.

Many of you are using your banks' "automatic bill pay" for your monthly fees, and find coupon booklets superfluous. However, if a coupon book helps you to keep track of your monthly HOA payments, we will gladly provide one, upon request.

Please don't hesitate to contact our office with questions you may have about any of these matters. We hope to see you on January 25<sup>th</sup>!

Very truly yours,

  
Amy Scott  
Managing Agent

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MANAGEMENT, INC.**

905 Little Leaf Court  
Longmont, Colorado 80503  
303-485-9818 303-485-7655 (fax)  
rdpm.amyscott@gmail.com

To: Knollwood Village Homeowners  
From: Amy Scott  
Date: December 31, 2015  
Re: Annual Meeting & Board Elections

Please be advised that the annual meeting of the Knollwood Village Association members will be held Monday, January 25, 2016 at 7:00 p.m., at 254 Spruce. There will be an election to the Knollwood Village Board of Directors. We encourage you not only to attend the meeting, but also to consider proposing yourself or anyone else you know who is willing to contribute time and energy toward the betterment of the Knollwood Village Homeowners Association.

*If you will be unable to attend the meeting, please complete the proxy form below and mail it (or fax it to 303-485-7655) to our office immediately. The proxies are essential to meet the quorum.*

PROXY

I/We, \_\_\_\_\_  
being the owner(s) of the property located at

\_\_\_\_\_, Boulder, Colorado, in the  
Knollwood Village Association, authorize and appoint

\_\_\_\_\_ \* of \_\_\_\_\_,  
(name of proxy) (address of proxy)

(or in the event of that person's absence, I/we appoint the board president) to be my/our proxy, to vote on my/our behalf at the membership meeting of the Knollwood Village Association to be held on Thursday, January 25, 2016 at 254 Spruce, and to vote on my/our behalf, in the event a quorum shall fail to attend, at such time and place as the adjourned meeting shall be resumed. The proxy shall remain in full force and effect until such time as it shall be revoked by me/us in writing.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature of owner)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(signature of owner)

\* You may name as a proxy any homeowner who will be attending the annual meeting, such as a neighbor, or a board member.

KNOLLWOOD VILLAGE 2016 BUDGET PREPARATION	2010 ACTUAL	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 estimated	2016 proposed
Dues/month: \$236-4plex / \$339-duplex							
<b>OPERATING INCOME</b>							
Total Homeowners Dues	\$66,528	\$66,528	\$66,528	\$66,528	\$66,528	\$66,528	\$66,528
Dues - Base Amount	\$48,061	\$42,902	\$51,280	\$42,868	\$46,775	\$48,655	\$46,548
Dues - Reserves	\$18,467	\$23,626	\$15,248	\$23,714	\$19,753	\$17,873	\$19,980
Late Fees / Fines	\$20	\$20	\$40	\$10	\$0	\$40	\$20
Interest on Accounts	\$197	\$22	\$302	\$6	\$175	\$133	\$155
<b>TOTAL OPERATING INCOME</b>	<b>\$66,745</b>	<b>\$66,570</b>	<b>\$66,870</b>	<b>\$66,598</b>	<b>\$66,703</b>	<b>\$66,701</b>	<b>\$66,703</b>
<b>OPERATING EXPENSES</b>							
<u>Administration</u>							
Management Fees	\$5,750	\$6,000	\$6,100	\$6,200	\$7,550	\$6,200	\$6,200
Accounting / Bank Charges	\$175	\$187	\$175	\$190	\$192	\$212	\$225
Legal / Professional	\$237	\$18	\$317	\$58	\$1,060	\$2,640	\$700
Printing, Copies, Postage, Website	\$349	\$284	\$312	\$214	\$560	\$515	\$475
Other Administrative	\$0	\$0	\$0	\$27	\$1,350	\$2,084	\$750
Total Administrative	\$6,512	\$6,489	\$6,903	\$6,689	\$10,711	\$11,651	\$8,350
<u>Utilities</u>							
Electricity	\$90	\$0	\$90	\$0	\$90	\$0	\$90
Trash/Recycling	\$6,066	\$6,227	\$6,667	\$6,502	\$7,002	\$7,178	\$7,400
Water & Sewer	\$1,300	\$1,517	\$1,748	\$2,109	\$1,167	\$1,323	\$1,600
Total Utilities	\$7,455	\$7,744	\$8,505	\$8,611	\$8,260	\$8,501	\$9,090
<u>Maintenance</u>							
Landscape Maintenance	\$5,466	\$5,370	\$7,070	\$6,440	\$6,503	\$5,852	\$5,775
Tree/Shrub Maintenance	\$10,156	\$3,935	\$6,220	\$2,966	\$2,470	\$1,666	\$3,200
Concrete/Asphalt Repairs	\$200	\$513	\$292	\$1,220	\$464	\$0	\$600
Roof Maintenance	\$420	\$0	\$170	\$0	\$249	\$700	\$750
Stucco Repairs	\$0	\$396	\$209	\$579	\$489	\$891	\$600
Exterior Carpentry/Fences	\$1,004	\$560	\$1,204	\$1,391	\$727	\$0	\$1,200
Gutter Maintenance	\$3,460	\$4,359	\$3,961	\$4,827	\$5,133	\$5,655	\$4,800
Snow Removal	\$3,256	\$3,580	\$7,635	\$620	\$1,280	\$1,408	\$1,400
Sprinkler System	\$2,621	\$1,682	\$512	\$1,199	\$1,334	\$3,348	\$2,000
Other Maintenance	\$26,583	\$20,394	\$27,273	\$19,243	\$18,649	\$22,250	\$23,325
Total Maintenance	\$26,583	\$20,394	\$27,273	\$19,243	\$18,649	\$22,250	\$23,325
<u>Taxes &amp; Insurance</u>							
Taxes	\$87	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$7,642	\$8,316	\$8,941	\$8,287	\$9,331	\$9,982	\$10,246
Total Taxes & Insurance	\$7,729	\$8,316	\$8,941	\$8,287	\$9,331	\$9,982	\$10,246
<b>TOTAL OPERATING EXPENSES</b>	<b>\$48,279</b>	<b>\$42,944</b>	<b>\$51,622</b>	<b>\$42,830</b>	<b>\$46,950</b>	<b>\$52,384</b>	<b>\$51,011</b>
<b>NET INCOME/RESERVE CONTRIBUTION</b>	<b>\$18,467</b>	<b>\$23,626</b>	<b>\$15,248</b>	<b>\$23,768</b>	<b>\$19,753</b>	<b>\$14,317</b>	<b>\$15,692</b>
KNOLLWOOD VILLAGE 2016 BUDGET PREPARATION	2010 ACTUAL	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 estimated	2016 proposed
<b>RESERVE ACCOUNT ACTIVITY</b>							
Additions to Reserves	\$18,467	\$23,626	\$15,248	\$23,768	\$19,753	\$14,317	\$15,692
Expenses from Reserves	\$14,079	\$1,440	\$6,948	\$0	\$22,583	\$10,672	\$14,000
<b>NET RESERVE ACCT CHANGE</b>	<b>\$4,388</b>	<b>\$22,186</b>	<b>\$8,300</b>	<b>\$23,768</b>	<b>(\$2,830)</b>	<b>\$3,645</b>	<b>\$1,692</b>

(1998: 4plex trim stain, 4plex lighting, duplex downspouts, snowguards, duplex boundary fence)  
(1999: staining, stucco, trash & patio enclosures, balcony roofs, drainage improvements)

(2000: no expenses paid from reserves)  
(2001: fourplex stucco, lighting & drainage improvements)

(2002: duplex stucco & #290 tree removal)  
(2003: duplex stucco)

(2004: landscaping improvements, sprinkler clock upgrades)  
(2005: ROOFS: \$26,350; GUTTERS: \$1,760; STUCCO: \$6,680; PAINT: \$4,030; CONCRETE: \$2,201 )

(2006: STUCCO: \$1,790; GUTTERS: \$1,782; LIGHTING: \$866; PATIO ENCLOSURES: \$1,508; SEAL FOR BATS: \$3,205)

(2007: REBUILD PATIO FENCES, \$427; GUTTER/DOWNSPOUT REPLACEMENT: \$297; LANDSCAPE IMPROVEMENTS: \$1,393)

(2008: DUPLEX ASPHALT: \$26,700; PAINTING: \$14,000; STUCCO, \$4,490; GUTTER/DOWNSPOUT IMPROVEMENT: \$900; TREE PLANTING: \$827)

(2009: ASPHALT, -\$2,800; SPRINKLER UPGRADE, \$381; DUMPSTER BEAR-PROOFING, \$850; #290 STONE UPGRADES, \$2540; CHIMNEY CAP, \$520)

(2010: IRRIGATION SYSTEM: \$4,427; PLANT BED: \$345; CHIMNEY CAPS: \$1,564; BALCONY MODIFICATION: \$3,888; DRAINAGE: \$3,653; SIGN: \$202)

(2011: STUCCO REFURBISHMENT: \$1,440).

(2012: STUCCO REFURBISHMENT: \$4,830; EXTERIOR PAINTING: \$539; FENCE REPLACEMENT: \$1,579)

(2014: STUCCO REFURB: \$1,116; BAT SEALING: \$969; DRAINAGE IMPROV: \$12,755; REBUILD BALC: \$7,343; LANDSCAPE IMPROV: \$400)

(2015: Replace concrete steps: \$1584; Rebuild Balcony: \$4543; Flagstone Patio: \$3300; Tree Replace \$1247)

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rdpm.amyscott@gmail.com

December 31, 2015

Dear Knollwood Village Owner,

At their November board meeting, your directors reviewed your HOA's financial performance for the past year. They have determined that once again your monthly fees will remain the same. A statement of your account, showing HOA charges and payments, is enclosed with this letter. Please look it over and let us know if you notice any discrepancies.

The contact information for your homeowners association is as follows:

**Knollwood Village HOA  
c/o RDPM, Inc.  
905 Little Leaf Court  
Longmont, CO 80503**

**Phone: 303-485-9818 Fax: 303-485-7655 E-mail: rdpm.amyscott@gmail.com**

*If you pay your fees through your bank's "bill pay" program, please make ensure that you are using the correct mailing address.  
If you would like a coupon book, please let us know. We will mail one upon request.*

We also want to remind you about the website for your HOA, which provides access to governing documents, budget and financial reports, meeting minutes, insurance information, architectural improvement request forms, and more.

Website: [www.rdpminc.com](http://www.rdpminc.com)  
select "Community Associations"  
choose "Knollwood Village"  
when prompted, please use the following:  
username: rdpmhoa  
password: kwv7991

Along with being a resource for you, the website is intended to satisfy the requirements of the Colorado real estate sales contract and HOA-related statutes, passed by the Colorado state legislature. We hope you find it useful.

Happy New Year!

Very truly yours,

  
Amy Scott

Managing Agent



Amy Scott <rdpm.amyscott@gmail.com>

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## Knollwood Village HOA - Minutes from November meeting

1 message

Thu, Dec 10, 2015 at 5:25 PM

Amy Scott <rdpm.amyscott@gmail.com>  
To: Amy Scott <rdpm.amyscott@gmail.com>

Hello Knollwood Village owners,  
The minutes from the November 18 Board of Directors meeting are attached here.

Please note that the Annual Members Meeting for Knollwood Village has been scheduled for Monday, January 25 at 7:00 pm. More information, including an agenda, budget and proxy, will be mailed out later this month.

-  
Amy Scott  
Robert Drew Property Management, Inc.  
303-485-9818 (office)

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2154K

# KNOLLWOOD VILLAGE HOA

c/o RDPM, Inc. 905 Little Leaf Court Longmont, CO 80503  
303-485-9818-phone 303-485-7655-fax rdpm.amyscott@gmail.com

November 3, 2015

Dear Homeowner,

The Board of Directors of the Knollwood Village Mutual Improvement Maintenance and Park Association ("Association") seeks Owner approval of the proposed Amendment to the Declaration of Covenants, Conditions and Restrictions of Knollwood Village ("Amendment"). The Amendment revises Article VII, Section 5 (Rentals) of the Declaration by allowing the leasing of Units as long as the lease complies with applicable laws and the rules of the Association. The Amendment also states that leases may not be for a term of less than 30 days without the written approval of the Board of Directors. A copy of the proposed Amendment is enclosed.

If you approve of the proposed Amendment, please return the yellow approval form, with signature, address and date, in the enclosed self-addressed stamped envelope, to the address below. Once an approval form has been signed it may not be revoked or changed.

Return Address:

Knollwood Village Mutual Improvement Maintenance and Park Association  
c/o RDPM, Inc.  
905 Little Leaf Court  
Longmont, CO 80503

Your response is important. The Amendment will require the approval of at least sixty-seven percent (67%) of the Owners in the Association. Please contact the Board of Directors or RDPM, Inc. if you have any questions regarding this matter.

**THE APPROVAL FORM MUST BE RETURNED WITHIN 60 DAYS OF THE DATE OF THIS NOTICE.**

Sincerely,

  
Amy Scott, Managing Agent

*on behalf of the Knollwood Village Board of Directors:*

Allan Press, Cathy Allen, Franklin Cameron, Elizabeth Barton

**AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
KNOLLWOOD VILLAGE**

**RECITALS**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Knollwood Village was recorded on June 7, 1977 at Reception No. 226400 in the office of the Clerk and Recorder of Boulder County, Colorado (the "Declaration").

WHEREAS, XIII, Section 3, states that the Declaration may be amended at anytime by the approval of at least eighty percent (80%) of Owners and seventy-five percent (75%) first mortgagees of Units.

WHEREAS, C.R.S. 38-33.3-217(1)(a)(I) provides that any provision in the Declaration that requires approval of more than sixty-seven percent (67%) of the Owners is hereby declared void as contrary to public policy, and until amended, such provision shall be deemed to specify a percentage of only sixty-seven percent (67%).

WHEREAS, at least sixty-seven percent (67%) of the Owners and seventy-five percent (75%) of first mortgagees have consented to this Amendment.

**NOW THEREFORE**, the Declaration is amended as follows:

1. Article VII, Section 5 (Rentals) of the Declaration is hereby DELETED in its entirety and replaced with the following paragraph:

Section 5. Rentals. An Owner shall have the right to lease his/her Unit as long as the lease or rental agreement is in compliance with all applicable, local, state, and federal laws, including the City of Boulder zoning laws and any rules or regulations of the Association. Notwithstanding the above, an Owner may not lease his/her Unit for a period of less than 30 days without the express written approval of the Board of Directors of the Association.

2. All other provisions of the Declaration shall remain in full force and effect, unmodified, except as expressly modified and amended herein.

3. Unless otherwise defined in this Amendment, capitalized terms defined in the Declaration shall have the same meaning herein.

The above and foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions of Knollwood Village is executed by the Knollwood Village Mutual Improvement Maintenance and Park Association effective the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**KNOLLWOOD VILLAGE MUTUAL IMPROVEMENT  
MAINTENANCE AND PARK ASSOCIATION**

**APPROVAL OF THE  
AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
KNOLLWOOD VILLAGE**

The Board of Directors of the Knollwood Village Mutual Improvement Maintenance and Park Association (the "Association") seeks approval of the Amendment to the Declaration of Covenants, Conditions and Restrictions of Knollwood Village ("Amendment"). The Amendment makes changes to Article VII, Section 5 (Rentals) of the Declaration. By signing this form below, you will indicate your approval of the Amendment.

**IN WITNESS WHEREOF**, the undersigned has signed as of the date indicated by his/her/their respective signatures.

This approval of the undersigned Owner(s) shall be irrevocable and remain valid notwithstanding any Owner's disability, death or conveyance of their Unit prior to the recording of the Amendment. The undersigned hereby affirms that he/she has authority to sign on behalf of all Owners of the Unit.

_____ Signature	_____ Date	_____ Unit Address
_____ Signature	_____ Date	_____ Unit Address

**After signing, return the original of this form to:**

**Knollwood Village Mutual Improvement Maintenance and Park Association  
c/o Robert Drew Property Management, Inc.  
905 Little Leaf Court  
Longmont, CO 80503**

# Knollwood Tennis Courts

## Construction Anticipated Early Sept 2015 - Spring 2016\*

Knollwood Tennis Courts are one of the city's final 2013 flood recovery projects (supported by FEMA, city funds and a USTA grant). The project will begin in early September 2015 with completion anticipated in the spring of 2016 (or earlier)\*.

Thank you in advance for your patience with construction through the next few months. The construction crews will do their best to limit any traffic interruptions although some limited inconveniences are inevitable.

Heavy equipment operation will be limited to the hours of 7am to 5pm.  
Light activity may occur until 9pm.

For any questions or comments please call 303-413-7258.

**Impacts:** The tennis courts will be closed during construction for your safety.

**Dates:** Early September 2015 through Spring 2016\*

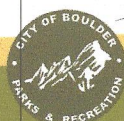
### Project Highlights:

- Two Post Tension Concrete Slab Courts
- New Fencing and Equipment
- New Stairs and an ADA Accessible Walkway Ramp
- Improved Drainage System
  - Raised Elevation of the Courts
  - Low Concrete Wall on South Edge
  - Concrete Swale and Drainage Pipe Adjacent to the Creek

*\*Please Note: Dates are tentative. All park construction and restoration project dates are subject to change due to weather conditions, contractor schedules and material delivery. Updates and progress reports will be posted on the Parks and Recreation website as available.*



For More Information:  
303-413-7258



[www.BoulderParkNews.org](http://www.BoulderParkNews.org)

Parks Planning  
September 2015

## Update on Knollwood Village - rental restrictions

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**From:** "RDPM, Inc." <rdpminc@earthlink.net>  
**To:** Amy Scott - RDPM  
**Subject:** Update on Knollwood Village - rental restrictions  
**Date:** Jul 29, 2015 7:14 PM

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Hello Knollwood Village owners,  
Earlier this summer, the Board of Directors adopted a rule regarding rentals in Knollwood Village. This rule was challenged, and after communicating with the City of Boulder, the board is rescinding the rule as it relates to rentals and the definition of single family units, effective immediately. Knollwood Village properties may be rented out to unrelated adults, and owners may have housemates, within the purview of the City's zoning for the area.

The HOA does not allow short term rentals of less than 30 days. This restriction also complies with the City of Boulder's current rental regulations. We will be updating the HOA's rules and regulations document and will send an revised version to you shortly.

Thank you,

Amy Scott Robert Drew Property Management, Inc. 303-485-9818

Rescinded  
July 2015

**RESOLUTION OF BOARD OF DIRECTORS**

**KNOLLWOOD VILLAGE HOMEOWNERS ASSOCIATION**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Knollwood Village (the Declaration), at Article VII, Section 5 provides that:

Rentals. No room or room [sic] in any Unit or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained [sic], however, shall be construed as preventing the renting or leasing of an entire Unit to a single family;

and,

WHEREAS, the members of the Association have expressed concern about the interpretation and application of this provision; and,

WHEREAS, Article VII, Section 1(c) of the Bylaws of the Association authorizes the Board of Directors to:

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 Bylaws, the Articles of Incorporation, or the Declaration;

and,

WHEREAS, Colorado law, C.R.S. §38-33.3-302(1), empowers the association, acting through its Board of Directors, to adopt rules and regulations and to "exercise any other powers necessary and proper for the governance and operation of the association";

THEREFORE, the Board of Directors finds that the term "single family" as used in Article VII, Section 5 of the Declaration is ambiguous and that it is in the best interests of the Association to provide a more definite interpretation of that term. This interpretation is adopted as a rule of the Association and is binding upon all Unit owners. This interpretation may be amended or repealed by the Board of Directors in accordance with the Bylaws of the Association.

For purposes of Article VII, Section 5 of the Declaration, the Board finds that a "single family" shall include the following:

1. Any two persons who in good faith consider themselves to be a single family unit and who can show an established financial interdependence, together with one or more parents and/or any child or children by blood, marriage, guardianship (including foster children) or adoption of either of said persons;

2. A single adult, alone or together with one or more parents and/or any child or children by blood, marriage, guardianship (including foster children), or adoption of such person; or

3. Two or more persons who are siblings (related by blood or adoption), and any parent or child or children by blood, marriage, guardianship (including foster children) or adoption of either such person.

The Board shall have the authority to impose a fine upon any Unit owner who has been found to be in violation of Article VII, Section 5 of the Declaration and this rule. Prior to imposition of any fine, the Board shall notify the Unit owner of the violation and the facts upon which the Board relies in alleging that a violation has occurred. Notice shall be made by certified mail or personal delivery to the last known address of the Unit owner and shall be deemed to have been given upon mailing or delivery.

The Unit owner shall have 14 days from the date of mailing or delivery of the notice (i) to correct the violation and provide proof of such correction to the Board; or (ii) to request an opportunity to be heard before an impartial fact-finder to determine whether the alleged violation actually occurred. If the Unit owner requests a hearing, the Board shall promptly schedule a hearing before an independent fact-finder, as defined in C.R.S. §38-33.3-209.5(2)(b)(II). The findings of the fact-finder shall be binding upon the Board and the Unit owner.

If it is found that the violation actually occurred, the Board shall assess a fine not to exceed \$500 per day from and after the date of notification to the Unit owner of the alleged violation through the date on which the violation is fully remedied. In such case, the Board may also charge the Unit owner with the costs actually incurred in the fact-finding proceeding, including, without limitation, reasonable attorney's fees. Any fine assessed hereunder shall be deemed to be an assessment upon the Unit owner's Unit and may be enforced accordingly.

These rules on leasing shall be effective as of June 15, 2015. However, existing, binding written leases and other occupancy agreements that may not be consistent with these rules and that are in effect as of the date of the adoption of this rule shall not be affected until the earlier of (i) December 31, 2015, or (ii) the expiration of their present term. Any exceptions must be presented to the Board for approval. If the Board does not approve the exception then the Unit owner has 14 days to appeal as described in the appeal process above.

Date of adoption: May 15, 2015, 2015.

Date of Revision: June 19, 2015

**The following are additional rules pertaining to restrictions on renting and elaboration on some aspects of the restrictions presented above**

The Board has approved **restrictions on short-term rentals**.

- Rentals that are in effect for one month or less are prohibited. Such short-term rentals are prohibited by the City of Boulder. The provision on short-term rentals goes into effect on August 1, 2015.

The Board has approved the following **regulations on leases**:

- Lease provisions are needed that protect the association's as well as the owner's interests. These should be written to ensure the landlord's ability to effectively deal with problem tenants, and the board's ability to deal with problem tenants if the landlord (whose responsibility that is) fails to do so.
- Tenants wishing to sub-lease their unit can do this only with the permission of the owner of the unit and in accord with the rules and restrictions on leasing stated above.
- Landlords must incorporate in their leases a summary of the community's bylaws and rules and regulations, thus making violations of association rules ground for evicting the tenant. The lease should also specify that while landlords are responsible for ensuring that their tenants obey association rules, the board has the authority to evict problem tenants if the landlord fails to do so and can assess the eviction costs to the landlord.
- Landlords must send a copy of each signed lease to the HOA's property management company.

Elaboration of fines assessed for failure to conform to these rental rules:

- Fines shall not exceed \$500/day, not including any additional costs incurred by the HOA in connection with a fine.
- Fines above \$100/day will primarily be used when a short-term rental has occurred, and will not exceed the posted short-term rental fee for that unit.

## Knollwood Village - Important HOA Updates

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**From:** "RDPM, Inc." <rdpminc@earthlink.net>  
**To:** Robert Drew  
**Cc:** Amy Scott - RDPM <rdpm.amyscott@gmail.com>  
**Subject:** Knollwood Village - Important HOA Updates  
**Date:** Mar 24, 2015 11:01 PM  
**Attachments:** [rental update kwv.pdf](#)

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Hello Knollwood Village owners,

Your board of directors has been diligently working on the subject of rental properties in your neighborhood. We want to ensure that all owners are informed about this matter. The attached letter is the result of several meetings and legal consultation. Please read the letter so that you are aware of the HOA's covenant on rental properties.

As you know, the Annual Members Meeting was held in January. Minutes from that meeting, along with financial statements, governing documents and more, may be viewed on the association's website. Here is a reminder on how to access the website:

- 1) [www.rdpminc.com](http://www.rdpminc.com)
  - 2) select "community associations"
  - 3) choose "Knollwood Village"
  - 4) when you attempt to access any document you will be prompted for a username and password
- username: rdpmhoa  
password: kwv7991

A few other items of interest: The City of Boulder will be raising the tennis courts adjacent to Knollwood Village. This work was originally slated to be done in March, but now appears to be scheduled for sometime this summer. The City is working with FEMA funds for a portion of the project. The City requested input from Knollwood as their project will impact the landscaping on our property adjacent to the tennis courts. We will keep you updated as we get more specific information.

Property values continue to increase in your neighborhood! One of the fourplex units is currently under contract for almost \$650,000. A duplex is about to be listed for \$990,000 and we've heard that another duplex may be coming to market at an even higher price. It is good to be an owner at Knollwood Village.

As mentioned in the attached letter, your board of directors is meeting next **Thursday, April 2 around 7:00 pm**. If you have questions or concerns, you are welcome to attend the meeting, which will be held at **295 Spruce Court**. As a courtesy to our hosts, please let us know if you plan to attend. You may call or e-mail our office or any board member for more information.

Thank you,

Amy Scott  
*on behalf of the Knollwood Village Board of Directors*  
RDPM, Inc.  
303-485-9818

Dear Neighbors:

As many of you are no doubt aware, there are very active discussions underway at present in and around Boulder regarding the use of single-family residences for both short and long term rentals. These discussions have centered around the legality of using single-family homes as rentals through such services as VRBO (Vacation Rentals By Owner) and AirBnB. These discussions have been brought to the attention of the Board of Directors of your Knollwood Townhomes Owners Association by several owners, to ensure that Knollwood is operating in compliance with local regulations. Further, as part of the discussion about short-term rentals within our Association, the Board has been asked by members of the Association to enforce the terms of the Declaration of Covenants that applies to our development.

Article 7, Section 5 (Restrictions) of our Declaration provides as follows:

*Rentals. No room or room [sic] in any Unit or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained [sic], however, shall be construed as preventing the renting or leasing of an entire Unit to a single family.*

In the past, the Board was unclear as to whether the specific provisions of Section 5 of the Declaration were enforceable as written. Furthermore these provisions had not been consistently applied (if at all) in the past. The Declaration is clear about this latter point, however. Article 13, Section 1 states:

*Enforcement. The Association, or another Owner, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.*

At the urging of members, the Board engaged expert legal counsel to review and opine on the enforceability of this Section. After a thorough review and analysis, our legal counsel recently informed the Board that, in fact, the provisions of Section 5 of the Declaration are enforceable as written; and that rentals of all or part of a Knollwood unit to individuals who are not members of a single family are not in compliance with our Declaration. Of course, the Board is charged with enforcing the terms and conditions of the Declaration for the good of the entire Association. As such, it is the intention of the Board to enforce the terms of Section 5 of the Declaration.

At present, the Board is considering precisely how to enforce the terms of Section 5 of the Declaration, as well as how the Declaration applies to the issue of short-term rentals through services such as VRBO and AirBnb. You should expect to hear further from the Board in the very near future regarding the specific enforcement

plans relating to these matters. It is clear, however, that renting rooms to individual tenants or boarders, and that renting all or part of a Knollwood unit to any tenants who are not members of a single family unit is in violation of the provisions of our Declaration. This prohibition includes a leasee renting a unit to others such that the renters as a whole are not part of a single family unit. Going forward, any such activity will carry with it sanctions and fines that will be levied by the Board and that, if unpaid, will result in a lien on the affected property, in accordance with the terms of the Declaration.

We urge any owners who may be operating their Knollwood units in violation of the express terms of the Declaration of Covenants to take action to bring their units into compliance with the Declaration. The Board will take into account existing leases between renters and the owners as long as the date of the end of the lease seems reasonable to the Board. It is hoped that picking such a date will avoid the necessity of enforcement action by the Board. It is our sincere hope that we can quickly bring all Knollwood properties into compliance with both local ordinances and with the terms of our Declaration of Covenants.

Thank you in advance for your consideration of these matters. We will be back in touch very shortly with the enforcement plan, including specific timing requirements for bringing all Knollwood properties into full compliance.

For those owners who want to be involved in these discussions the next meeting of the HOA is on Thursday, April 2 around 7 pm at Franklin Cameron's, 295 Spruce Court. Since the meeting is being preceded by our annual inspection of the exteriors of the duplex and fourplex units the exact start time is not known.

We invite all of you to express your opinions on the matters above by e-mail. E-mails sent to some of the Board and/or property manager will be shared with the entire Board.