
LEASING

Section 7.7 of the Kingslee Heights Declaration states the following:

"Leasing of Units shall be allowed, subject to reasonable regulation by the Association, and subject to the following conditions: (i) no Unit shall be leased for transient or hotel purposes; (ii) no Unit may be subleased; (iii) all leases shall be in writing; and (iv) all leases shall provide that they are subordinate and subject to the provisions of the Governing Documents, the Rules and Regulations and the Act, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement procedures for the leasing of Units, consistent with this Section."

All leases at Kingslee Heights must comply with the following Rules and Regulations:

1. Owner must notify the Kingslee Heights Homeowners Association (KHHA), through the management agency, at least 30 days prior to executing a lease on their Unit. Owner must meet all requirements of both the City of Bloomington and of the Association prior to executing a lease.
2. Owner must provide a copy of the Rental Housing License to the Association, through the management agency, as required by the City of Bloomington Code Sec. 14.569, 30 days prior to the execution of a lease, but not later than the commencement of the lease.
3. Owner must conduct and maintain a criminal background check on all tenants above the age of 18 that reside in the Unit during a lease, as required by the City of Bloomington Code Sec. 14.582.
4. All leases must include a Disorderly Behavior and Nuisance Conditions Addendum, as required by the City of Bloomington Code Sec. 14.584
5. No lease shall be less than 12 months.
6. All leases must contain a clause requiring the tenant(s) to abide by all Kingslee Heights Homeowner Association Governing Documents, including the Articles of Incorporation, Declaration, Bylaws, and the Rules and Regulations.

7. A copy of the Association's Rules and Regulations must be provided by the owner to their tenant(s) within 10 days of the execution of the lease, but not later than the commencement of the lease.
8. The Association will hold the owner responsible for any rule violations by their tenant(s).
9. A copy of the lease must be provided by the owner to the Association, through the management agency, within 10 days of the execution of the lease, but not later than the commencement of the lease.
10. Tenant contact information must be provided to the Association through the management agency.
11. Owner's alternate contact information (day and evening telephone numbers and addresses) must be provided to the Association through the management agency.

LEASING POLICY ENFORCEMENT

Any owner found in violation of the aforementioned Leasing Rules and Regulations is subject to a \$100 weekly fine assessed against the unit, until they are found to be in compliance.

DUES AND COLLECTIONS

Monthly Assessment (Dues)

The monthly Association assessment is due on the first day of each month; delinquency begins on the 10th day of the month. It is imperative that all members be current on their monthly assessments. Association members who are delinquent in their assessments shall be assessed a late charge. Please refer to the Kingslee Heights Declaration for additional charges and penalties that may be assessed in a delinquent situation.

The Association uses your monthly assessments to cover the costs of maintenance, including snow removal, lawn care, costs of property management, garbage removal, etc. They are also used to establish and maintain reserve funds for capital improvements and repairs such as roofs, driveways and retaining walls.

Collections

The Collection Policy for Kingslee Heights Home Owners Association shall be executed by the Managing Agent. The following steps will be taken during the Collection Process.

1. For accounts that become more than thirty (30) days past due, the Managing Agent shall send the delinquent member notifying that the account is past due and requesting payment.
2. If there is no acceptable response from the delinquent owner to the initial letter, the Managing Agent shall send the member a second letter giving the member ten (10) days to pay the account in full, and notifying the member that failure to bring the account current will result in the account being referred to an attorney for collection.
3. If there is no acceptable response to the letter referenced in step 2, the Managing Agent shall direct the attorney to send a demand letter to the delinquent member requiring the member to pay the account in full or dispute the debt within 30 days. If an account is sent two demand letters from the attorney within a calendar year, dues may be accelerated (all dues remaining for the calendar year) at the time the second demand letter is sent from the attorney.
4. If the account remains delinquent, the Managing Agent shall advise the attorney to prepare lien documents to be recorded against the delinquent member's unit. Thereafter, the Association and/or the Managing Agent, in consultation with the retained attorney, shall determine what additional process may be necessary to see collection of the delinquent assessments, including but not limited to pursuing a judgement against the delinquent owner and foreclosing the lien.