

Kensington Courts Community Association Covenants & Conditions Policy Statement #3

Leases

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended state in Article IX, Section 3(a) that, “No portion of a dwelling unit, other than an entire dwelling unit, may be leased or rented unless the prior written approval of the Covenant Committee or the Board of Directors is obtained. All leases shall be on forms approved by the Association and shall (i) contain provisions advising the tenant of his/her obligation to comply with all provisions of this Declaration, the Bylaws and the Rules of the Association; (ii) provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Bylaws or Rules of the Association, or of any other document, agreement or instrument governing the dwelling units and/or the Property. The Owner(s) of a leased or rented dwelling unit shall be jointly and severally liable with his tenant(s) to the Association to pay any claim for injury or damage to persons or property caused by any action or omission, including, without limitation, the negligence of the tenant(s). Every lease shall be subordinate to any lien filed by the Association, whether before or after such lease was entered into. The minimum term any dwelling unit may be rented or leased shall be six (6) months, and in no event may a transient tenant be accommodated in any dwelling unit.”

The KCCA Declaration of Covenants, Conditions & Restrictions, as Amended state in Article VII that, “The owner of each Lot shall keep the Lot, and the buildings and other improvements thereon, in good order and repair, and free of debris. Lawns shall be seeded and mowed at a height of 6” or less, shrubbery trimmed, and painted exterior surfaces repainted, all in a manner and with such frequency as is consistent with good property management. In the event the Owner of a Lot shall fail to maintain the Lot and the buildings and other improvements thereon as provided herein, the Association, after notice to the Owner and with the approval of the Board of Directors, shall have the right to enter upon the Lot to perform such work as is reasonably required to restore the Lot and the buildings and other improvements thereon to a condition of good order and repair as well as the right to remove garbage and other debris from a Lot. All costs including legal fees incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Lot, upon demand. All unreimbursed costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment levied in accordance with Article VI of this Declaration.”

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Board Evaluation- Owner Responsibilities.

The meaning of this provision is fairly self-evident. Therefore it is the policy of this board to interpret this restriction as follows:

COVENANT COMPLIANCE RULE 3-1: Property owners are required to submit copies of any proposed lease use forms to the Association Board for review and approval, prior to the actual use of those documents. No lease agreement may be executed unless it is by way of a form that has been approved by the Board.

No lease form shall be approved unless it clearly informs the tenant of his/her obligation to adhere to all of the covenants and conditions of the community. An owner shall provide a copy of these covenants and conditions to the tenant, in order to provide for the reasonable opportunity for the tenant to be complaint. In particular, a lease must inform the tenant of the obligations to (1) maintain the property in reasonably good condition, including the avoidance of “clutter”; (2) abide by the animal control restrictions; (3) not operate any ATVs anywhere within the development; (4) not obstruct the roadways; (5) not make any alterations to the outer structural appearance of the house or add sheds, decks, pools, fences, or playground equipment without formally documented association approval, (6) and otherwise avoiding creating any public nuisances.

The owner shall provide the association’s website address and an association contact number to any new tenant, and shall provide to the association upon execution of a lease (1) a copy of the executed lease; (2) a statement affirming that a copy of the covenants and conditions has been provided to the tenant; and (3) a statement affirming that the required association contact information has been provided to the tenant.

It is the continuing obligation of a Leasing Property Owner to keep in contact with the Association Board, so that the name, address, and phone contact information for the owner is kept current, and so that the association can readily contact the owner in the event of any problem with a tenant.

It is also the continuing obligation of a Leasing Property Owner to keep the Board continuously current, as to the names and status of all tenants.

Failure of a Member to comply with these requirements shall constitute a violation, subject to fines & other enforcement measures, up to and including termination of lease, pursuant to Refs # 2.4 & 2.5 of the KCCA Fine Table, as last published.

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This policy may be updated or amended as necessary, as the requirement to do so becomes apparent.

The Board of Directors, KCCA, Inc.