

Renting Provisions:

The City of Bloomington has zoned Hawthorne II Subdivision R1A (Hawthorne Acres), R1B, or R2 (Hawthorne Commons). Each of these classifications provides exclusively for single-family dwellings, except in the case of Hawthorne Commons, where “high single-family and a low multiple-family dwelling unit density “properties are permitted. A “dwelling” is defined in the Code and adopted by our By-Laws as a “building designed or used principally for residential occupancy....” No part of the subdivision is permitted to be used as a “bed and breakfast establishment.” Consistent with the City of Bloomington Zoning Code, and in furtherance of the Covenants of Hawthorne II HOA and the goals and objectives stated therein, this amendment was added to our covenants.

No residence or property may be used as a short-term rental or living facility. “Short-Term” is defined as a period of less than 90 days, except as provided below, and which may include as a purpose the objective of generating income for the owner or renter of the property. Examples of “short-term” uses include, but are not limited to, businesses such as Airbnb, VRBO, other residential or vacation rental marketplaces, and bed and breakfast facilities. A property used as an event location (a property for which a fee is charged for the use of said property) is neither a single-family dwelling, nor a multi-family dwelling and is not permitted.

Renting requests over 90 days must be approved by the HOA Board per occurrence. This type of request is designed to allow relief for homeowners transitioning to or from other primary real estate and not income generation.

No short-term rentals of less than 90 days are allowed, unless approved in writing by the H2 HOA Board. Additionally, no approval shall be granted for any use which does not comply with the City of Bloomington Zoning Code. No current owner is permitted to violate this provision after its enactment on the basis that its property was already used as short-term rental or living facility prior to the enactment of this Article. Homeowners are required to reside on their property a minimum of 3 months per year. Exceptions must be approved by the H2 HOA Board annually.

Homeowners are required to provide long term renters or lessees with a current copy of the Hawthorne II HOA Covenants and By-Laws (current version on the H2 website) and to include the following provision in all rental or lease contracts:

“I acknowledge that I have been provided a copy of the Hawthorne II HOA Covenants and By-Laws, or a reference to the webpage containing the Covenants and By-Laws, and agree that I am bound by said Covenants and By-Laws during the entirety of my rental or lease period.”

Homeowners are required to provide each rental or lease agreement to the H2 HOA Board.

Any property owner who fails to comply with this notice provision is liable for the fines listed below for the failure of any renter or lessee to comply with the Covenants and By-Laws.

Group Homes for Parolees:

No owner may petition the city for a permit to operate a group home for parolees, unless notice is mailed to every Association Member not less than 60 days before such permit request is filed. If

litigation is filed opposing said permit and is successful, then the property owner agrees to pay all costs and legal fees of the litigation. No member nor the Association is liable for any fees or costs incurred by or awarded to any successful permit applicant. Every potential purchaser of a property within the Association is on notice that it must comply with this provision, and may not seek a special use permit at any time prior to ownership, or within the first 60 days of ownership of property within the Association. No person may operate such facility without a permit issued by the City of Bloomington. Any person or entity that fails to comply with this paragraph agrees to forego any request for a special or other use permit for a group home for parolees. Any property owner who complies with these conditions and is granted a permit, special or otherwise, to operate a group home for parolees agrees to be liable for any damages caused by any occupant of said home, and for any damages awarded any Association member in tort against any person occupying said home. Property owners operating said homes must obtain a \$25,000 bond to pay any damages owed and maintain the bond continually in force while operating the group home. A copy of the bond shall be provided to the Association not less than annually. In the event the City of Bloomington changes its Zoning Code to exclude such group homes within the permitted use of single-family dwellings, then in that event no property owner may operate any such facility, even if use was previously granted or authorized.

Any property owner who fails to comply with this notice provision is liable for the fines listed below for the failure of any renter or lessee or parolee to comply with the Covenants and By-Laws.

Other Group Homes:

No other group homes are permitted. A "group home" is a dwelling where unrelated persons are living on a short-term basis, or if living there for more than 90 days, a dwelling where more than four persons are living who are not related by blood, marriage, or adoption.

Any property owner who fails to comply with this notice provision is liable for the fines listed below for the failure of any renter or lessee or resident to comply with the Covenants and By-Laws.

Penalty for homeowner's not following the above stated rules:

Homeowners in violation of this Article, including the renting provisions, will be fined accordingly:

Those doing short term rentals for the purpose of earning income (such as Airbnb, VRBO, other residential or vacation rental marketplaces, Bed and Breakfast, Event Location) will be fined \$750 per occurrence and invoiced monthly. An "occurrence" is defined as each day a person or organization is using or paying a fee for short-term or long-term use. Fines must be paid within 30 days of notice from the HOA Board. Similar to our late dues process, the homeowner is financially responsible for the fine, late fees, past due interest, as well as all legal fees associated with failure to pay any fine in a timely manner. All dues, penalties, fines, assessments, liens, and reasonable attorney fees assessed under this Article are the responsibility of the homeowner.

Those operating a group home will be fined \$3,000 per month per individual. Prorating will be done by the week based on proof of absence. Fines must be paid within 30 days of notice from the HOA Board. Similar to our late dues process, the homeowner is financially responsible for the fine, late fees, past due interest, as well as all legal fees associated with failure to pay any fine in a timely manner. All dues, penalties, fines, assessments, liens, and reasonable attorney fees assessed under this Article are the responsibility of the homeowner.