

**Olde Woodward Mill Homeowners Association, Inc.**

**Notice of Request for Open Leasing Status**

Property Owner(s) Name	(Please Print)
Property Owner(s) Intended Off-site Address	
Olde Woodward Mill Property Address:	
Property Owner(s) Email Address	
Owner must initial this section Acknowledging once property is entering a lease agreement, the executed copy of the contract with the lessee will be provided to the property manager within 10 days	
Property Owner understands by initialing this section that a Leasing Period Start and End will be provided within 10 days to the property manager	
Property Owner understands by initialing this section that all contact information for lessee will be provided within 10 days to the property manager, along with vehicle identification	

The above Property Owner(s) agree to submit to the Board of Directors through the property manager, a new 'Notice of Intent to Lease' for each occurrence of proposal to lease this or any other property owned by same in the Olde Woodward Mill Homeowners Association. Said 'notice' shall be subject to the prevailing rules and restrictions regarding rental property at the time of request.

Owner(s): \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_  
Signature

Contact Address: \_\_\_\_\_

Day Phone: \_\_\_\_/\_\_\_\_ Emergency Phone: \_\_\_\_/\_\_\_\_

**Olde Woodward Mill Homeowners Association, Inc.**

Article 7:

7.29 Leasing. Lots may be leased for residential purposes only. Unless otherwise provided by the Board of Directors, all leases shall have a minimum term of at least twelve (12) months. Any lessee shall abide by and comply with all provisions of the Declaration, Bylaws, Architectural Guidelines, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guest of the leased Lot in order to ensure such compliance.

(a) Compliance with Declaration, Bylaws, Rules and Regulations, and Architectural Guidelines. Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by the existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease.

Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, rules and regulations and Architectural Guidelines adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, rules and regulations and Architectural Guidelines adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule, regulation or Architectural Guideline for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the less in accordance with the provisions contained herein. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

(b) Notice. Within seven (7) days of entering into a lease agreement for the lease of a Lot, the Owner shall provide the Board with the following information: (i) a copy of the fully executed lease agreement; (ii) the name of the lessee and all other Occupants of the Lot; (iii) the name, address and telephone number of the Owner other than at the Lot; and (iv) such other information as the Board may reasonably require.

(c) Delegation of Use. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, without limitation, the right to use and enjoy the Community recreational facilities.

(d) Payment of Assessments; Assignment of Rent. If an Owner who is leasing his or her Lot fails to pay any general, special or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee shall during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid general, special and specific assessments and other charges payable

**Olde Woodward Mill Homeowners Association, Inc.**

during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by the lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

For Office Use:

\_\_\_\_\_ Approved \_\_\_\_\_ Officer Signature \_\_\_\_\_ Date

\_\_\_\_\_ Disapproved (See attached support documentation)