

FOXHAVEN HOMEOWNERS ASSOCIATION, INC.

Notice of Intent to Lease

In accordance with Article 7 of the Declaration of Covenants, Conditions and Restrictions, and Easements for the FOXHAVEN HOMEOWNERS ASSOCIATION, INC. all Owners who intend to lease their Lot must first obtain a 'Leasing Permit' from the Association. Per Article 7.29.

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 guests 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 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 any 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 lessee 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.

(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 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 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 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.

FOXHAVEN HOMEOWNERS ASSOCIATION, INC.

Property Owner(s):	(Please Print)
Property Address:	
Lessee:	
Lessee Phone:	
Lessee Email:	

The above Owner(s) agree to submit to the HOA Board a new 'Notice of Intent to Lease' for each occurrence of proposal to lease this or any other property owned by same in the FOXHAVEN HOMEOWNERS ASSOCIATION, INC. Said 'notice' shall be subject to the prevailing rules and restrictions regarding rental property at the time of request.

Owner signature: _____ Date: ____/____/____

Owner Address: _____

Owner Email: _____

Day Phone: ____/____/____ Emergency Phone: ____/____/____

**Leasing Permit for the
FOXHAVEN HOMEOWNERS ASSOCIATION, INC.**

For Office Use: ____ Approved _____ Officer Signature ____ Disapproved (See attached support documentation) Date: _____	FOXHAVEN HOMEOWNERS ASSOCIATION, INC.
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