

## KENSLEY NEIGHBORHOOD ASSOCIATION

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### Notice of Lease & Lessee Acknowledgment

In accordance with Section 8.1 (b), "Leasing Permits" as contained in the Association's Covenants/By-Laws, "Owners desiring to lease their Unit may do so only if they have applied for and received from the Board a "leasing permit", or "hardship leasing permit" pursuant to an application process to be promulgated by the Board."

THEREFORE: Pursuant to Section 8.6, "Leasing Provisions:"

- (a) Notice: At least 7 days prior to entering into the lease of a Unit, the Owner shall provide a copy of the proposed lease agreement to the Board.
- (b) Form of Lease: The Board may approve or disapprove the form of said lease. If the lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.
- (c) General: Units may be leased only in their entirety. No fraction or portion of a Unit may be leased. There shall be no subleasing of Units or assignment of leases without prior written Board approval. Any lease must provide a term of at least one year. Within 10 days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease, the name of the lessee and all other people occupying the Unit and the Owner's address and other contact information other than at the Unit. The Owner must provide the lessee copies of the Governing Documents.

**The Lease Agreement must contain the complete name(s) and contact information for each tenant** and must include the following language:

"We/I the tenant(s) agree to be subject to the terms and conditions of the Association's governing documents, rules and regulations. We/I understand that failure to comply will result in applicable fine(s) to be levied due and payable in full to the Association within ten (10) days of such assessment. We/I also understand that repeated failure to comply with any aspect of said Association governing documents may result in termination of this lease."

**Please review this document, Kensley's Community Covenants, and Rules and Regulations to ensure compliance with all neighborhood requirements and provisions.**

**8.2. Maximum Allowable Leases.** An Owner's application for a leasing permit shall be considered if the number of then current, outstanding leasing permits for Lots, including the request then under consideration, does not exceed the "Maximum Allowable Leases." The Maximum Allowable Leases is defined as 7 Lots.

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

### LESSEE ACKNOWLEDGEMENT

This Lessee Acknowledgement shall become incorporated in and a part of the Lease Agreement entered \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, the Owner of a Lot in Kensley and \_\_\_\_\_ (hereinafter referred to as "Lessee"), regarding the property located at \_\_\_\_\_.

The purpose of this Lessee Acknowledgement is to ensure that both the Owner and the Lessee comply with the governing documents for Kensley Neighborhood Association, Inc., including, without limitation, the Declaration of Protective Covenants for Kensley ("Declaration"), the Bylaws of Kensley Neighborhood Association, Inc. ("Bylaws"), and the Kensley Rules and Regulations ("Rules and Regulations").

Owner and Lessee hereby agree to abide by the terms and conditions of the governing documents, and Lessee acknowledges receipt of the Declaration, Bylaws and Rules and Regulations.

The above Property Owner(s) and Tenant(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 Kensley Neighborhood. Said 'notice' shall be subject to the prevailing rules and restrictions regarding rental property at the time of request.

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

Offsite Address: \_\_\_\_\_

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

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

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

**PLEASE SEND COMPLETED DOCUMENT WITH FULLY EXECUTED OWNER-TENANT LEASE INCLUDED  
TO YOUR COMMUNITY MANAGER**