

**Foxborough Square West Homeowners Association
APPLICATION TO LEASE/RENT MY PROPERTY**

Instructions:

- 1 – READ the rules dealing with Rentals (attached);
- 2 – COMPLETE and RETURN this application as shown below.

The Foxborough Square West HOA Board of Directors will review the application. Once the resident has been given approval, the homeowner (landlord) then submits the renter (tenant) information using the required form and provide, per HOA Rules, a copy of lease agreement. No rental commitments should be made until the application is approved.

Homeowner Name(s): _____

Property Address in Foxborough Square West: _____

Based on the Foxborough Square West rules pertaining with Lease and Rental policy, I apply to Lease/Rent my property. I have attached my nonrefundable application fee of \$500 (payable to Foxborough Square West HOA).

I do hereby apply for one of the three (3) Lease/Rent slots and if approved, I will provide the resident information and copy of the Executed Lease Agreement.

I purchased my property in Foxborough Square West on: _____

I began living in the property on: _____

I moved out of this property on (if applicable): _____ (There is a requirement that homeowners “must reside on property for at least two (2) consecutive years before applying to rent or lease their property.”)

I may qualify for a special situation and ask for consideration under exception number _____. The exception is related to the limit of 10% leases/rentals.

Homeowners Association Dues must be up to date with a \$0 balance.

Provide any additional information regarding exception request or other information regarding application:

Homeowner Signature(s): _____ RETURN THIS COMPLETED

FORM TO:

Westwood Management
109 International Drive, Suite 220
Franklin, Tennessee 37067
615-794-1411 ext. 107
Email: aroselli@wmco.net

Rental Rules for Foxborough Square West

- 1) No more than three (3) townhomes may be leased or rented at any time.
- 2) In order for an Owner to rent his or her property, an Application TO LEASE/RENT FORM prescribed by the Board of Directors, must be filed with and approved by the Board of Directors of Foxborough Square West to ensure that no more than three (3) of the total number of townhomes in Foxborough Square West are rented or leased.
- 3) The term of any permitted rental agreement shall be for a minimum of one (1) year. Owners must reside on their property for at least two (2) consecutive years before applying to rent their property.
- 4) Requests to rent or lease property require submitting an application accompanied by a nonrefundable application fee of \$500 to Westwood Management (payable to Foxborough Square West HOA). When the limit of three (3) townhomes rented has been reached, a waitlist will be maintained by the Board of Directors and prioritized based on application date. If a property is unrented for six months, the Owner shall forfeit the ability to rent, and that option moves to another Owner on the waitlist. The occupancy of each property in Foxborough Square West shall be limited to one nuclear family or portion thereof, unless otherwise approved by the Board of Directors. If there is a transfer of ownership outside of Family Members (as defined in #6.5), reapplication will be required, and the property will be prioritized as a new application.
- 5) No Lot or Property in Foxborough Square West shall be used for VRBO, Airbnb or other short term rental purposes and in the event an Owner does enter into a short-term rental agreement for the use of his or her Lot or Property, it shall be a violation of the Master Deed of Foxborough Square West and said Owner shall be subject to all fines, fees and penalties prescribed therein for violations of the Master Deed, including an action brought by the Association for injunctive relief in the Chancery Court for Williamson County, Tennessee to enforce this restriction.
- 6) To meet special situations and to avoid undue hardships or practical difficulties, the Board of Directors, shall, upon application, and upon a two-thirds vote of the Board, grant permission to an Owner to rent to one or more specified lessees specified herein. If an exception does cause the number of Lots to exceed the limit of three (3), no waitlist requests will be granted until the total limit is below the limit. Applicable hardship situations shall be limited to the following occurrences and specified lessees will require an annual reapplication to confirm that the exceptional circumstance continues:
 1. Death of Lot Owner-Rental to be allowed during the Probate period.
 2. Loss of job or temporary job transfer. Lease or rental to be allowed while Owner is relocating or is on temporary job assignment more than fifty (50) miles from the Lot.
 3. Owner becomes confined to a nursing care facility or hospital.
 4. Lot Owner who is a reservist in United States Armed Forces and is called to temporary active duty, or Lot Owner who is active-duty personnel in United States Armed Forces is temporarily deployed to post more than fifty (50) miles from the Lot.The aforementioned lease term restrictions shall not apply to leases/rentals permitted under this sub-section 4.

5. A Lot or property may be leased or rented to a “ Family Member” subject to the same approval process as outlined above. The definition of “Family Member” shall mean the following persons who are related to the Owner or Owners: parents, spouses, ex-spouse, siblings, children, stepchildren, grandparents, grandchildren, aunts, uncles, nephews, and nieces.

6. In an unusual or extreme situation as determined by the Board of Directors, at their sole discretion, an additional exception may be made for a three (3) month lease or rental agreement if approved by 100% of the Board of Directors. If any violation of policy occurs, a special three (3) month exception may be granted, as a transition period, to come into compliance with all policies if such period is approved by 100% of the Board of Directors.

7. Only ten percent of the 31 units, three at a time, maximum can be rented. The Board of Directors must receive the lease agreement of rental units, or a standard lease will be provided to the homeowners by the Board of Directors. A unit, one of the ten percent, may be rented for a minimum of one year, unless permission is granted for a shortened lease period by the Board of Directors. (Foxborough Square West Rules and Regulations #17)