Foxborough Square West Homeowners Association Checklist to Lease/Rent My Townhome

Please complete the following in order to be considered for a lease / rental in Foxborough Square West.

- Complete and submit the <u>Application to Lease/Rent My Property</u> to <u>aroselli@wmco.net</u>.
 - a. Once you receive "approval" to lease / rent your townhome, continue below.
- Submit a non-refundable application fee of \$500 to Westwood Management (payable to Foxborough Square West HOA or through the Resident Portal).
- Submit a completed copy of the Foxborough Square West Executed Lease Agreement.
- Submit a copy of the tenant's renter's insurance.
- o Submit this completed checklist to aroselli@wmco.net.
- My tenant has read and complied with the "Rental Rules for Foxborough Square West".
 - My tenant has read and complied with the "Foxborough Square West Rules and Regulations Section II-A".

Owner's Name

 \square

Townhome Number

Owner's Signature

Date

FSW Board of Directors Approval

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 townhome, a RENT APPLICATION 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 in their townhome for at least two (2) consecutive years before applying to rent their townhome.
- 4) Requests to rent / lease townhome require submitting: (a) an application accompanied by a (b) non-refundable 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 townhome 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 townhome 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 7.a), reapplication will be required, and the townhome will be prioritized as a new application.
- 5) No townhome in Foxborough Square West shall be used for VRBO, Airbnb or other short term rental purposes. In the event an Owner does enter into a short-term rental agreement for the use of his or her townhome, 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 townhomes 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:
 - a. Death of Owner Lease / Rental to be allowed during the Probate period.
 - b. Loss of job or temporary job transfer Lease / rental to be allowed while Owner is relocating or is on temporary job assignment more than fifty (50) miles from the townhome.
 - c. Owner becomes confined to a nursing care facility or hospital.
 - d. Owner who is a reservist in United States Armed Forces and is called to temporary active duty, or Owner who is active-duty personnel in United States Armed Forces is temporarily deployed to post more than fifty (50) miles from the townhome.

- 7) The aforementioned lease term restrictions shall not apply to rentals / leases permitted under this subsection 4.
 - (a) A townhome may be rented / leased 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, spouse, ex-spouse, siblings, children, stepchildren, grandparents, grandchildren, aunts, uncles, nephews, and nieces.
 - (b) 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 rental / lease 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.
 - (c) <u>Only ten percent of the 31 units, three at a time, maximum, can be rented.</u> The Board of Directors must receive the lease agreement of rental units. <u>A unit, one of the ten percent,</u> <u>may be rented for a minimum of one year</u>, unless permission is granted for a shortened lease period by the Board of Directors. (Foxborough Square West Rules and Regulations #17)

FOXBOROUGH SQUARE HOMEOWNERS ASSOCIATION APPLICATION TO LEASE / RENT MY PROPERTY

÷ ,	ation as shown below. rd of Directors will act on the a	application. Once approval is received, then tments should be made until the application is		
Homeowner Name(s):	Prog	perty Address:		
		Expires on:		
		New Resident Move in Date:		
(One year minimum required)				
I began living in the property on: I moved out of this property on (if app	licable): ers "must reside on property f	or at least two (2) consecutive years before		
	ask for consideration under e	xception #6 of the <i>Rental Rules for Foxborough</i> % leases / rentals.		
Homeowners Association Dues must b	e up to date with a \$0 balance			
Resident Contact Information:				
Name of person on lease, or principal of	occupant:			
Phone numbers: Home	Work	Cell		
Resident Email Address:				
(Resident(s) email address will be used	for emergency / urgent purpo	oses only.)		
Name of other resident(s), if any:				
Other Phone Number:	Other Email	Adress:		
Provide any additional information reg	arding exception request or ot	her information regarding application:		
rules / regulations as enacted by the Fo	exborough Square Homeowner s. I understand that failure to s	ion is true. I understand that I am to abide by all rs Association and to supply the association with any supply correct and true information may result in a by the Board of Directors.		
Signature of Property Owner(s):		Date:		
Printed Name of Property Owner(s):				
Signature of Resident(s):		Date:		
Printed Name of Resident(s):				
Rev. 2/26/24				

LEASE AGREEMENT

(Foxborough Square West Homeowner's Association approved 11-08-23)

THIS	LEASE	AGREEMENT	ENTERED TH	IS	DAY OF	_, 2023,
BETWEEN			, LANDLO	ORD AND		,
THE TENAN	T(S):					

- LANDLORD does hereby lease to TENANT the following described premises situated at #_____ Foxborough Square West, Brentwood, TN 37027: for the term of ______ (___) years beginning on the date of execution of this Lease, and ending on the last day of ______, 20____, except as otherwise specified herein.
- 2. The leased premises shall be used by TENANT for the purpose of a dwelling place and for no other purpose.
- 3. In consideration of this Lease, TENANT hereby covenants and agrees to pay to LANDLORD as rent for the aforesaid premises the sum of \$______ Dollars per month, to be paid in advance on the first day of each such period, except as is otherwise specified herein at an address to be specified by LANDLORD, without any demand or notice for payment of rent from LANDLORD, said demand or notice being expressly waived by TENANT.
- 4. At the commencement of the Lease term, LANDLORD shall deliver possession of the premises and furnishings to TENANT. In the event that LANDLORD is not able to deliver possession of the premises due to persons being in wrongful possession thereof, rent shall be paid by TENANT only from the date that the premises are available, and this LEASE shall not otherwise be affected.
- 5. TENANT agrees to deliver up the said premises and furnishings to LANDLORD or its agent, at the expiration or termination of this LEASE in good order and condition, and to make good all damage to said premises, ordinary wear and tear excepted. TENANT shall continue to be responsible for rent and other damage occasioned by failure to make proper delivery of premises, together with the keys of same, cleared of all persons and property not belonging to same.
- a) In further consideration of this Lease, TENANT agrees to pay a security deposit to the LANDLORD upon the execution of this Lease in the amount of \$
 ______ dollars in cash to secure the LANDLORD against financial loss due to damage to the premises occasioned by the TENANT'S occupancy other than ordinary wear and tear.
 - b) At the termination of occupancy, the LANDLORD shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The TENANT shall then have the right to inspect the premises to ascertain the accuracy of such listing. LANDLORD and TENANT shall sign such listing, which signature shall be conclusive evidence of the accuracy of such

listing. If TENANT shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents and shall sign such statement of dissent and provide one copy to LANDLORD; such dissent must be made within 3 days of receipt of the LANDLORD's listing of damages, otherwise TENANT shall not be entitled to recover any portion of said deposit.

- c) At the termination of occupancy, the TENANT shall return all keys to the LANDLORD. Failure to do so within one day of termination will result in a minimum charge of \$150.00 for the replacing of locks.
- 7. TENANT is required and agrees to notify LANDLORD of any anticipated extended absence from the premises in excess of thirty (30) days' Notice shall be given on or before the first day of any such extended absence. TENANT's unexplained and/or extended absence from the premises for thirty (30) days or more without payment of rent as due shall be prima facie evidence of abandonment.
- 8. TENANT further covenants and agrees that he or she shall: (1) keep the premises as clean and safe as the condition of the premises when TENANT took possession; (2) keep the premises free of infestation by insects; (3) not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so; (4) not engage in any illegal or disorderly conduct on the premises; (5) conduct themselves and require other persons on the premises with his/her consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises. The failure to comply with the covenants shall be an event of default or breach of this Lease. **These covenants shall apply to all portions of Foxborough Square West and any breach of these covenants by the TENANT shall be an event of default which can lead to termination of this Lease at the sole discretion of the Foxborough Square Homeowner's Association. TENANT agrees to hold the Foxborough Square Homeowner's Association harmless from all damage or loss to common elements caused by the TENANT or their invitees and guests.**
- 9. TENANT further covenants and agrees not to create any nuisance on the premises or in the common elements of Foxborough Square Homeowner's Association and to abate any nuisance that may arise promptly and free of expense to LANDLORD. **TENANT agrees** to abide by and conform with the provisions of the Master Deed for Foxborough Square West and the Bylaws of the Foxborough Square West Homeowner's Association at all times.
- 10. Should TENANT require the services of the LANDLORD to gain entrance into the premises for any reason after the issuance of keys to TENANT, the TENANT shall pay a service charge of \$50.00 to LANDLORD. In the even the TENANT loses or damages garage door remotes, TENANT shall be liable to LANDLORD for a fee in the amount of \$50.00 for each remote lost or damaged.
- 11. TENANT **may not** make any changes, alterations, or additions to or about the premises without the written consent of LANDLORD. TENANT shall not permit anything upon said premises that will invalidate or increase the rate of any policy of insurance which LANDLORD may not have or hereafter have upon said building. As part of the consideration for the Lease, the LANDLORD shall be responsible for all property

maintenance, lawn maintenance, appliance repair and payment of hazard insurance premiums and real property taxes during the term of this Lease. However, TENANT shall not take any action which will result in an increase in real or personal property taxes for the LANDLORD.

- 12. TENANT shall not have the right without the written consent of LANDLORD to pledge or assign his/her leasehold interest or to sublet the leased premises or any part thereof.
- 13. LANDLORD and Foxborough Square West Homeowner's Association shall have such rights of access to the premises as are given by law, including the right to enter the dwelling unit without consent of TENANT in case of emergency. TENANT shall not unreasonably withhold consent to LANDLORD or Foxborough Square West Homeowner's Association to enter the premises in order to inspect the premises, make necessary or agreed repairs, decorations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen, or contractors.
- 14. TENANT has examined the leased premises and agrees to take them in their present condition without alteration or repairs. TENANT shall be responsible for making all repairs made necessary by the deliberate and/or negligent acts of the TENANT, their invitees, guests, agents, and employees.
- 15. All covenants, agreements, and obligations herein are to be construed also as conditions. LANDLORD shall have all remedies available at law, without demand or notice to TENANT, demand and notice being specifically waived in the case of nonpayment of rent as well as in the case of any and all other instances of noncompliance with the terms of this agreement.
- 16. If TENANT completes an application at the request of LANDLORD, TENANT'S application for this Lease Agreement is incorporated as part of this agreement. Any misrepresentations, misleading or false statements made by TENANT or later discovered by LANDLORD shall give rise to a right of LANDLORD, at his discretion, to terminate this Lease. TENANT expressly states that he/she is more than 18 years of age.
- 17. In the event of default or breach of this Lease, the TENANT shall pay and be responsible for all past due rent, late fees, actual and compensatory damages, expenses and reasonable attorney's fees and court any collection costs incurred by LANDLORD or the **Foxborough Square West Homeowner's Association** and occasioned by the TENANT'S default or failure to perform any of the obligations, covenants, or provisions imposed by this agreement or by law. In the event of nonpayment of rent or other sums pursuant to this Lease by TENANT, TENANT waives notice of nonpayment of rent. Any check remitted by the TENANT which is returned for insufficient funds or by stop payment shall result in the TENANT being liable to the LANDLORD for a returned check fee in the amount of \$75.00. The remedies described herein shall also be for the benefit of the Foxborough Square West Homeowner's Association and may be pursued by the Association.
- 18. It is agreed that any rent which is accepted by LANDLORD from TENANT which is insufficient to bring TENANT into total compliance with the rent requirements of this Lease, is deemed to be accepted by LANDORD with the specific reservation of

LANLORD'S right to terminate the rental agreement for that breach. The amount accepted is to be applied in mitigation of damages caused by TENANT'S breach. Failure on the part of the TENANT to terminate the Lease for any default or breach shall not be considered as a waiver of LANDLORD'S right of election as to any subsequent breach, the right being a continuing one; or the LANDLORD may at his/her election continue the Lease and recover damages from the TENANT for said default or breach, this right also being a continuing one.

- 19. Should the LANDLORD, at its option, either extend the time for payment of rent or accept partial payment on one or more of said installments, neither of these acts shall be construed as altering the terms of payment of any subsequent rent installments. Should the LANDLORD, at his/her option, accept a partial payment on any installment, LANDLORD expressly reserves the right to re-entry and termination, as in the case of non-payment of rent, at any time after the date to which said partial payment, figured on a pro-rata basis, pays the rent due.
- 20. Should the LANDLORD, after commencement of suit for possession of the premises, accept any rent or other sums owing, such acceptance is deemed to be upon the express reservation of LANDLORD'S right to recover possession of the premises.
- 21. It is agreed that no act, practice, or custom on the part of LANDLORD with respect to giving notice of the time that rent is due, shall ever ripen into any obligation on the part of LANDLORD to give such notice or make any demand for payment, except as otherwise provided by this Lease or by law.
- 22. TENANT agrees to give LANDLORD at least 30 days written notice that the premises will be vacated at the expiration of the term; but in default of such notice or in case said notice be given by TENANT and the premises shall not be vacated at the end of said term and possession thereof not be demanded by LANDLORD within 30 days after the end of said term, this Lease shall continue upon the same terms and conditions as herein contained, for a further period of the same duration as the initial term and so on for additional periods until terminated by either party hereto giving to the other 30 days written notice prior to the expiration of the then current term.
- 23. LANDLORD reserves the right, after the initial term of this Lease has expired, to change the monthly rental charge that is to be paid by the TENANT provided that the TENANT is given 30 days written notice of any proposed change. If the TENANT does not wish to continue to lease the premises and pay the new monthly rental charge, the TENANT, may terminate the Lease only by giving the LANDLORD thirty 30 days written notice immediately upon receiving the notice of the proposed change. If the monthly rental charge is changed, all other terms and conditions of the Lease shall continue as herein contained.
- 24. LANDLORD may, from time to time, adopt reasonable rules or regulations, concerning the use and occupancy of the premises, which rules or regulations shall be binding upon TENANT as a part of this agreement. Current rules and regulations are attached as Exhibit A to this Lease and are incorporated herein by this reference.
- 25. Nothing in the terms of this Lease shall be construed to deprive either LANDLORD or the Foxborough Square Homeowner's Association or TENANT of rights and remedies

available at law but not enumerated herein, or to absolve LANDLORD or TENANT from obligations imposed by law but not enumerated herein.

- 26. This Lease shall not be affected, varied, or modified by any agreements or representations not contained or specifically provided for herein, except such as may be subsequently agreed to by the parties in writing.
- 27. Miscellaneous terms and conditions:
 - a) TENANT may permit or allow pets to live in or about the premises only with the express written consent of the LANDLORD. LANDLORD reserves the right to charge a reasonable pet deposit in an amount to be determined by the TENANT. In the event permission of the LANDLORD is granted in writing, the TENANT shall pay nonrefundable pet deposit in the amount of \$350.00.
 - b) At all reasonable times within thirty days prior to the expiration of this Lease Agreement, LANDLORD may place a sign on or in the rental premises advertising that the premises are for sale or rent and the LANDLORD may show the premises in the last fifteen days of the Lease term to prospective Buyer and/or TENANT(S). Notwithstanding this provision, in the event this Lease is used for real property in Williamson County, Tennessee, the Lease shall be subject to any Williamson County, Tennessee ordinances regarding the listing for sale of residential rental property and notice to the Lessee or tenant.
 - c) TENANT shall be responsible for maintaining in service, cable, phone, and internet services to the premises throughout the term of this Lease and TENANT shall be responsible for the payment, in timely fashion, of these services provided to the premises. LANDLORD shall provide for furnishing and payment of natural gas, water and sewer services and electricity and this utility shall remain in LANDLORDS name. TENANT shall reimburse LANDLORD monthly for these utilities and TENANT agrees to reimburse LANDLORD for these utility costs within 14 days of receipt of notice of the sum due from the LANDLORD. Failure of the TENANT to timely pay for the utility reimbursement as is provided herein shall be a breach and /or default by Tenant pursuant to this Lease.
 - d) LANDLORD shall continue to furnish fire and casualty insurance on the improvements located on the premises, at TENANT'S expense. TENANT shall obtain their own contents insurance coverage, at their own expense and provide copy of insurance certificate to LANDLORD. LANDLORD will provide copy of TENANTS certificate of insurance to the Foxborough Square West HOA Board of Directors. LANDLORD will provide copy of fully executed lease to Foxborough Square West HOA Board of Directors.
 - e) The premises may not be occupied by the TENANT without the express written consent of the LANDLORD.
 - f) No smoking will be permitted inside the house or garage located on the premises. This includes the smoking of CBD vape products.
 - g.) It is agreed that the Foxborough Square West Homeowner's Association is a third party beneficiary under this Lease and has the absolute right to pursue

the termination of this lease if any provision herein benefiting the Foxborough Square West Homeowner's Association is breached by the TENANT.

Additional

provisions:

h) The premises will be furnished by TENANT. A list of furniture m furnishings, furniture and appliances located in the premises is attached as Exhibit A to those Lease and is incorporated herein by this reference. Any damage to these items or malfunction of appliances must be reported in writing to LANDLORD within there (3) days of notice by TENANT. TENANT shall be liable for any damage to the items shown on Exhibit B caused by the TENANT and his or her guests and invitees.

28 If any provision of this Lease is determined to be in conflict with the Uniform Residential Landlord and Tenant Act thereby making said provision null and void, the nullifying shall not affect the other provisions of this Lease which can be given effect without the void provision, and to that end the provisions of this Lease are severable. Otherwise, this Lease expressly adopts all applicable provisions of the Uniform Residential Landlord and Tenant Act (the Act) as it has been adopted and implemented within the State of Tennessee. Notwithstanding the foregoing provision, the provisions of the Act shall not apply in any county to which the Act does not apply.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the day and date above written.

LANDLORD

TENANT

Email address

TENANT

Email address

Phone

EXHIBIT A RULES AND REGULATIONS

TENANT agrees that these Rules and Regulations, which Lessee acknowledges receiving, are made a part of this Lease, and further agrees to abide by and observe such Rules and Regulations and any responsible additions or modifications to same by LANDLORD during the term of this lease.

- 1. NO PETS ALLOWED: No pets allowed in or around the home and buildings. Guests are not allowed to bring their pets with them to visit, not even temporarily. There will be a \$200 fine incurred for each violation with no exceptions if a pet or its belongings are evident. *The only exception is with written permission of LANDLORD*.
- 2. Vehicles: All vehicles, including motorcycles, shall be parked in designated parking locations only. Vehicles shall not be parked on unpaved areas, sidewalks or in front of trash dumpsters. No motorcycles allowed inside rental units. Vehicles must be currently licensed, in operable condition and may not have flat tires or missing exterior parts. TENANT may not make repairs to vehicles or change oil on the Premises. Vehicles in violation of these restrictions will be removed from the Premises at TENANT'S s expense. *NOTE: There is a fine up to \$500 for driving onto grass or sidewalk areas. Permits refer to parking policy.
- 3. **Disturbances and Noise:** At no time shall a TENANT or TENANT'S guest, invitees, family, or dependents use the premises in a manner which annoys, disturbs or otherwise hinders other residents' quiet enjoyment. Excessive noise, loud playing of music, TV's or amplifiers should not be permitted. (Amplifiers are not allowed.)
- 4. **Health and Safety:** TENANT shall keep the Unit and Premises in a safe, clean, and sanitary condition. TENANT shall keep all appliances, fixtures, furnishings, and furniture in a clean condition. TENANT cannot store garbage or combustible items in or on the premises. TENANT is required to report any infestation of vermin, cockroaches, or bedbugs. Refer to the bedbug policy.
- 5. Garbage: Garbage shall be taken directly from the TENANT's dwelling to the trash cans provided by LANDLORD. Trash must be placed in the trash cans and not around them. Do not block the trash cans; this prevents access to the trash cans. Garbage, trash and refuse shall not be kept or stored outside of TENANT's apartment at any time. Trash cans must be rolled to the edge of the street on the scheduled day for trash pickup.
- 6. **Daycare / Babysitting:** TENANT shall not conduct daycare or babysitting on the Premises as a means of employment.
- 7. Locks and Keys: TENANT shall not add or change any locks WITHOUT LANDLORD consent. If TENANT desires a lock change, the TENANT will be charged \$150.00 per lock changed. Replacement apartment keys are \$50 each. Mailbox keys are arranged through the United States Postal Service. Should TENANT be locked out of Lessee's apartment after office hours and require assistance from LANDLORD, TENANT will be charged \$50.00, this charge will not apply to lock outs due to faulty locks.
- 8. **Outside Furniture, Grills, etc.:** Upholstered furniture, grills and provided furniture shall not be placed or used on the front porch.

- 9. Window Coverings / Signs: LANDLORD provided window treatment shall not be removed from windows. No offensive, vulgar, inappropriate, or political signs are allowed to be visible from the exterior of the dwelling are permitted.
- 10. **CARPET:** TENANT are expected to take reasonable care of their carpets. Vacuuming the carpets on a regular basis and cleaning up after food spills. TENANT are responsible for damage to carpets from items such as spilled bleach, cigarette burns, iron burns, "popcorn" pan burns, gum, spray paint, paint, glue, make up, etc. This type of damage is not considered normal wear and tear.
- 11. Satellite Dishes/ Antennas: TENANT shall not install satellite dishes, antennas, or cable without the written permission of LANDLORD. This includes running cable thru walls from one room to another room.
- 12. Attaching Items: TENANT shall not use small nails or nail type picture hangers to hang items on drywall surfaces without the written permission of the LANDLORD. Permanent adhesive hangers are not permitted. No 3M command strips are allowed without TENANT'S permission. Under no circumstances are bolts, drilling in cement block or running cable/wire thru walls ever allowed. Decals, stickers, or paint shall not be placed on appliances, furniture, fixtures, walls, doors, windows, mirrors, or any other surfaces. TENANT'S rugs or carpets shall not be glued, taped or nailed, including tack strip, to the floors.
- 13. Attic Storage: TENANT will have sole access to attic storage and shall have the right to access the attic with reasonable notice to the TENANT.

EXHIBIT B

LIST OF FURNITURE, FURNISHINGS AND APPLIANCES FURNISHED BY LESSOR