



Seven Oaks Association Rental Notification to the Board

Home Owners Information			
Date:		Lease Expiration Date:	
Legal Name:			
Current address:			
City:	State:	ZIP Code:	
Rental address:			
City:	State:	ZIP Code:	
Home Phone:	Cell Phone:	Email Address:	
Tenant Information			
Legal Name:			
Current address:			
City:	State:	ZIP Code:	
Home Phone:	Cell Phone:	Email Address:	
Association Dues Payment			
Who will be responsible for the payment of the annual Association dues?			
Address to be billed:			
City:	State:	ZIP Code:	
Signature of Homeowner:			Date:
Signature of Tenant:			Date:

Tenant agrees to abide by the Seven Oaks Homeowners Association, while living within the addition.

The rules and regulations for this Association are specified in the by-laws located at: <http://sevenoaksassociation.com>

Regular repair and maintenance responsibilities will be up to the homeowner and the tenant. Rental rights could be terminated if the home is not properly maintained.

This rental agreement or residential lease shall evidence the complete terms and conditions under which the parties whose signatures appear have agreed. Landlord/ Lessor/ Agent, _____, shall be referred to as "OWNER" and Tenant (s)/ Lessee, _____, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at _____ in the city of Fort Wayne, Indiana.

Please fill out the form completely and mail to Seven Oaks Association, 429 E. Dupont Road, PMB 240, Fort Wayne, IN 46825 or email the form to sevenoaksassociation@yahoo.com.

Section 11. Owner-Occupancy /Leasing.

(a) Believing that it is in the best interest of all Owners that those residing in Seven Oaks Addition have similar proprietary (property) interests in their Homes and be Owners, and in order to preserve high standards of maintenance and care, attain a low turnover of occupants, and realize other benefits that are believed to accrue from owner-occupancy, it is agreed that no Home shall be a Nonowner-Occupied Home unless the Board of Directors, in its discretion, approves a Home to be a Nonowner-Occupied Home. (b) A Nonowner-Occupied Home shall mean (i) a Home that is rented or leased by the Owner where during the rental period (1) the Owner of the Home, or (2) the Owner's spouse, or (3) one or more of the Owner's parents or a parent of the spouse of the Owner, or (4) one or more of the children of (a) the Owner, or (b) the Owner's spouse, or (c) a spouse of one of the children of the Owner of the Owner's spouse is not a full-time occupant of the Home; or in the case of a Home owned by a trust, where a settlor or material beneficiary of such trust is not a full-time occupant of the Home during the rental period; or in the case of a Home owned by a for-profit corporation or a limited liability company or other entity (but specifically excluding a not-for-profit corporation), where a person that holds directly or indirectly at least fifty and one one-hundredth percent (50.01%) of the ownership and voting power of such entity is not a full-time occupant of the Home during the rental period; or in the case of a not-for-profit corporation, where a person who is an officer, manager, or director of the not-for-profit corporation's local, regional or national unit or chapter (as determined by the Board, in its discretion) is not a full-time occupant of the Home during the rental period; and (ii) a Home that is being sold on a "Disguised Lease Land Contract" basis. A Disguised Lease Land Contract shall mean a land contract where (1) the Owner has not received in cash as a down payment at the time the land contract is entered into with the land contract buyer at least ten percent (10%) of the price at which the Home has been contracted for sale; and (2) the land contract (irrespective of the amount of consideration received by the Owner as a down payment) was not recorded within sixty (60) days after the date the land contract was entered into by the Owner and the land contract buyer. (c) In determining whether to approve a Home to be a Nonowner-Occupied Home, the matters the Board of Directors may consider, in its discretion, shall include, but not be limited to, the following: (a) the total number of Nonowner-Occupied Homes at the time of consideration of the request; (b) the observations and opinions of the Board of Directors concerning whether homes in and/or outside Seven Oaks Addition are maintained and kept up substantially the same as owner-occupied Homes when they are rented or leased or sold under a Disguised Lease Land Contract; and (c) any other factors or circumstances which the Board of Directors believes appropriate for consideration, in its discretion; provided, however, that the Board of Directors shall not at any time consider the age, race, color, creed, religion, sex, sexual orientation, familial status, disability, national origin of the Owner that has made the request, the person(s) to whom the Home is proposed to be rented or leased or sold under a Disguised Lease Land Contract, or other person, nor may the Board of Directors consider any matter or factor which it may not consider under applicable law. In all instances, the determination of whether a person is a full-time occupant of a Home shall be determined by the Board of Directors, in its discretion. (d) In the event an Owner of a Home would like a Home to be approved as a Nonowner-Occupied Home, a written request (an "Application") must be made and submitted to the Board of Directors. Upon request of the Board of Directors, the Application shall be on a form prescribed by the Board of Directors from time to time and shall state in detail the reasons and basis the applicant desires to rent or lease (or to sell under a Disguised Lease Land Contract, as the case may be) the Home, the name and address of the proposed tenant/occupant and any other persons that will occupy the Home on a regular basis, and such other information as the Board of Directors may lawfully request. A copy of the written lease under which the Owner will be leasing the Home if the Application is granted by the Board of Directors (or a copy of the proposed land contract in the case of a Disguised Lease Land Contract) shall be attached to the Application. The lease (or the proposed land contract, as the case may be) shall affirmatively state in a conspicuous manner in the body of the proposed lease (or in the body of the proposed land contract, as the case may be) in all capital, underlined letters that (i) a copy of the Declaration, By-Laws, and the Rules and Regulations (including all amendments thereto) are attached to the proposed lease (or to the proposed land contract, as the case may be), and that the tenant (or land contract buyer, as the case may be) agrees to abide by such restrictions and By-Laws while the lease or contract is in force and effect, and such documents shall in fact be attached to the proposed lease (or the proposed land contract, as the case may be), and (ii) that there shall be no more than two persons (the same to include adults and minors) who make the Home their regular residence for each bedroom in the Home. The number of bedrooms in each Home shall be determined by the Board of Directors, in its judgment and discretion. (e) Except as expressly limited herein, the Board of Directors shall have the right in its discretion to: (i) approve or disapprove any Application that a Home be authorized to be a Nonowner-Occupied Home, and (ii) make any determinations the Board of Directors deems necessary or appropriate in determining whether to approve or disapprove an Application. The Board of Directors shall not be deemed to have approved a Home to be a Nonowner-Occupied Home unless at least sixty percent (60%) of the then members of the then Board of Directors of the Association sign a written resolution of the Board of Directors approving same. The Board of Directors shall in good faith attempt to meet to begin consideration of an Application within twenty (20) days of receipt of an Application that is in the form contemplated herein, but failure on the part of the Association to take or failure to consider any Application for a Home to be Nonowner-Occupied Home, or any failure of the Association to be active, or to have a Board of Directors shall not provide any basis or grounds for contending that a Home may be leased or rented or sold under a Disguised Lease Land Contract. (f) Notwithstanding anything in this Declaration to the contrary: (i) the Board of Directors shall not have authority to approve a Home to be a Nonowner-Occupied Home for a lease term of less than three (3) consecutive months or more than eighteen (18) consecutive months; - 4 - Allen County Recorder Document #: 2015005601 (ii) the Board of Directors shall have no authority to approve a Home to be a Nonowner-Occupied Home if at that time there are already fifteen (15) Homes which are considered a Nonowner-Occupied Home at such time under this Amendment; (iii) no written land contract entered into prior to the Effective Date shall at any time be deemed a Disguised Lease Land Contract; and (iv) if an Owner of a Home prior to May 1, 2014, documents to the reasonable satisfaction of the Board of Directors that it entered into written agreements for the lease or rental of his/her Home and such lease was in effect a substantial part of the one year period prior to the Effective Date, then such rental or lease shall be permitted for so long as the Home is owned by the party that held fee simple title to the Home on the Effective Date (the "Grandfathered Owner") or by a transferee of such Home that is, directly or indirectly controlled by, under the common control of the Grandfathered Owner or a spouse or descendent of a person that held a documented equity ownership position in the Grandfathered Owner on the Effective Date. (g) In the event the Board of Directors approves a request for a Home to be a Nonowner-Occupied Home, any such approval shall be: (i) of only the proposed lease (or proposed Disguised Lease Land Contract, as the case may be) that was submitted to the Board of Directors as part of the Application, and any leasing (or proposed Disguised Lease Land Contract sale, as the case may be) to any other person or entity other than the person or entity identified in the Application submitted to and approved by the Board of Directors must first be presented to the Board of Directors for consideration for approval in the manner Applications are to be considered pursuant to the Seven Oaks Section I Declaration, and (ii) be for the benefit of only the person, trust, or entity that holds fee simple title to the Home at the time the Owner of such Home delivers an Application to the Board of Directors, and any such approval to lease shall not run with the land and shall not accrue to the benefit of any person, trust, entity, successor or assign that subsequently acquires fee simple title or other interest in the Home, but it is understood that the term of the lease submitted to and approved by the Board of Directors as part of the Application shall be permitted to continue through the unextended date the lease (or land contract, as the case may be) terminates by its terms as established in the lease submitted as part of the Application (which lease termination date shall not be more than eighteen (18) months from lease commencement) notwithstanding any transfer of ownership of the Home. Any renewal or extension of a lease shall require submission of a new Application.