

# The Fairways of Sherrill Park Homeowners Association (“Association”) Notice Regarding Proposed Lease of Property

Date: \_\_\_\_\_

Regarding Address: \_\_\_\_\_ (“Property”)

To the Fairways of Sherrill Park Homeowners Association, Attn: HAC, P.O. Box 830341, Richardson, TX 75083-0341

The purpose of this notice is to comply with the Third Amended and Restated Declaration of Covenants, Easements, and Restrictions for the Fairways of Sherrill Park (the “Declaration”). Capitalized terms used herein shall have the same meaning as the corresponding defined terms in the Declaration.

Owner signing below is the Owner of the Property as defined in the Declaration. Owner wishes to Lease the Property to the Lessee indicated below, and to provide the following prior written representations regarding such Lease arrangement, as required by the Declaration. The Owner and Lessee jointly and severally represent the following to the Association:

- The Lease is for residential purposes;
- The Occupants under the Lease comprise a single Household, as defined in the Declaration;
- The Occupants under the Lease are leasing the entire, undivided Lot and all improvements located thereon and all appurtenances thereto;
- The Lease is (a) documented in writing, (b) provides that the Lessee shall be bound by and subject to all terms of the Dedicatory Instruments, (c) provides that failure to perform and abide by the same shall be a default thereunder by said Lessee, and (d) complies with any other requirements of the Dedicatory Instruments ;
- The Lease provides that such Lease may be terminated in the event of a serious or ongoing violation of the Dedicatory Instruments by the Lessee, any Occupant of the leased Lot and Residence, or any of either’s agents, invitees, or licensees, and that the Association, in its sole discretion without incurring or being responsible for any potential cost, fee, and/or expense, may require termination of the Lease by the Owner and eviction of the Tenant and all Occupants in such event (though the Lease of the Lot and Residence shall not relieve any Owner from compliance with the Dedicatory Instruments);
- The Lease specifies that the Owner must provide any Lessee with a copy of the Declaration and any other Dedicatory Instruments under which the Lessee’s conduct is regulated at or before the signing of any Lease, and the Owner must actually provide the Lessee with such documents as indicated;
- The Lease provides that the Occupants may not sublease or otherwise permit a change in Occupants;
- The Lease is for no term shorter than one (1) year and the Lot is not subject to more than two (2) separate leases within a calendar year;
- The Owner has registered with, and received the required permitting from, the City of Richardson and any other legally required regulatory body.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
LESSEE

Names and Ages of all Household Occupants: \_\_\_\_\_

Acknowledged on behalf of the Association

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_