

MOHA RENTAL / LEASE AGREEMENT

This Rental / Lease agreement is made _____ (date)
by and between _____ (hereinafter called "Lessor")
and _____ (hereinafter called "Lessee")
for the lease of the property located at _____ ("Address"):

1. Lessee and Lessor acknowledge that the property is in an HOA controlled community and that this Lease is subject to the Bylaws, Covenants, Rules & Policies of the Mountain Oaks Homeowners Association.
2. Lessee shall comply with the Bylaws, Covenants, Rules & Policies of the Mountain Oaks Homeowners Association. The foregoing may be lawfully amended from time to time.
3. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that a violation by Lessee, or any occupant or person living with Lessee, of any provision of the rules and regulations adopted thereunder, shall constitute a default under this Lease.

In order to enforce the provisions of this Agreement, the Association may bring an action against the Lessor or Lessee for damages or injunctive relief or may impose any other sanction authorized by the Declaration or Bylaws or available at law or in equity including, without limitation, the right to suspend the Lessee's use of Common Area, to impose fines upon Lessor or Lessee for such violations, and/or to terminate the lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter.

Lessee and Lessor hereby represent that Lessee has been given a copy of or been given access on the website to the Bylaws, Covenants, Rules & Policies, that Lessee has read them, and that Lessee is bound by them. If Lessee or a person living with Lessee violates these provisions for which a fine is imposed, the Association shall have the option to assess a fine against the Lessee, provided, however, if the fine is not paid by Lessee within the time period set by the Board of Directors of the Association, Lessor shall pay the fine upon notice from the Association of Lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

The following Policy applies when there is a violation of Article VII, Section 701, Private Residential. If the Association requests the property owner to evict the residents and owner fails to commence action within 30 days of the Association's request and notice, the Association may commence eviction proceedings. If the Association evicts the residents, any costs including but not limited to reasonable attorney fees and court costs associated with the eviction, will be an assessment against the property and may result in a lien placed on the property.

4. This Addendum shall remain in effect for the duration of Lessee's tenancy, whether by renewal of the lease or as a holdover tenant.

5. If there is a conflict between the Lease and this Agreement, this Agreement shall control. All unaffected provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first written above.

LESSOR: _____
(Signature)

Name: _____
(Please Print)

LESSEE: _____
(Signature)

Name: _____
(Please Print)