

ASHCOMBE FARMS / DOVER HOMEOWNERS' ASSOCIATION

NON-OWNER OCCUPANCY RESTRICTION ACKNOWLEDGEMENT FORM

Dwelling address:

Name(s) of owner(s):

Name(s) of proposed non-owner occupant(s):

Proposed occupancy start date:

Dwelling owner(s) agree(s) and acknowledge(s) the following:

1. S/he/they has/have given to the proposed non-owner occupant(s) a copy of the most recent Declaration (as amended, if appropriate), Bylaws, Rules, and Regulations (jointly referred to as the Governing Documents);
2. Any violation of the Governing Documents by the non-owner occupant(s) shall be deemed a violation by the Owner(s);
3. Signature below constitutes an assignment of rents payable by non-owner occupant(s) under and pursuant to any lease with owner(s) to secure the performance by all parties of the provisions of the Governing Documents;
4. Upon any breach of any lease or the Governing Documents by the owner(s) or non-owner occupant(s) and failure to cure after appropriate notice, the Association shall have the right to remedy the breach, including but not limited to:
 - A. Notifying the non-owner occupant(s) to pay over to the Association future rent payable under any lease with the owner(s), such amount to be applied by the Association to any balance due by owner(s) to the Association, including unpaid assessments, late fees, interest, violation fees, and amounts to repair damage; ~~and~~
 - B. Evicting the non-owner occupant(s) from the dwelling, with the costs therefore, including attorneys' fees and costs, to be charged back to the Owner(s); and
 - C. Removing the dwelling from the list of available non-owner occupied units unless and until such time as space is available on such list and the owner(s) follows the then-applicable procedure for same.

Date:

Printed name:

Date:

Printed name:

Proposed non-owner occupant(s) (age 18 and over) agree(s) and acknowledge(s) the following:

1. S/he/they has/have received from the dwelling owner(s) a copy of the Governing Documents;
2. S/he/they has/have read the Governing Documents;
3. S/he they agree(s) to comply with the Governing Documents throughout her/his/their term of occupancy;
4. Any violation by her/him/them of the Governing Documents shall be deemed a violation of any lease with the owner(s);
5. Upon receipt of a notice from the Association to pay rent over to the Association, and until further notice, all rents thereafter payable under any lease with the owner(s) shall instead be paid to the Association in the amount and on the date(s) as set forth in the lease; and
6. Upon any breach of the lease or Governing Documents, the Association shall have the right to remedy the breach, including but not limited to evicting the non-owner occupant(s) from the dwelling.

Date:

Printed name:

Date:

Ptinted name: