

MAGNOLIA POINTE CUSTOM HOMEOWNERS ASSOCIATION

Owner Rental

AGREEMENT TO COMPLY

As the owner of the home located at _____, do hereby state that I (we) have read the Amended and Restated Declaration of Covenants, Rules and Restrictions, the Bylaws, and all Board approved Rules and Regulations that govern the Magnolia Pointe Custom Homeowners Association and the Magnolia Pointe Master Association Governing Documents and understand that I (we) am(are) responsible for the conduct of my(our) tenants and their guests/visitors while renting or occupying my(our) unit. I (We) also understand that any misconduct on the part of my(our) tenants or the guests/visitors of said tenant; will be reported directly to me(us) and that I (we) am(are) ultimately responsible for any and all fines, fees, costs, or restrictions levied because of my(our) tenant or their guests/visitors which is associated with violating the governing documents and/or Rules and Regulations of the association. I (We) also understand that if the tenants or guests/visitors continue to violate the Covenants and/or Rules and Regulations of this Association or the Master Association, including any County, State, or Federal laws, the Magnolia Pointe Custom Homeowners' Board of Directors has the authority, with a majority vote at a properly noticed meeting, to require the Unit owner to cancel their tenant's lease and provide the tenant a thirty-day notice to vacate the occupied unit. The thirty days will commence from the day the Owner is officially notified of the Board's decision. Notice will be sent via certified mail.

Further, I (we), as owner(s) do hereby appoint Magnolia Pointe Custom Homeowner's Association, Inc. as limited power of attorney for the sole purpose of commencing and pursuing an eviction action as Landlord, pursuant to Chapter 83 and/or Chapter 720, Florida Statutes, if Tenant fails to comply with the aforementioned governing documents and Board adopted Rules and Regulations OR if Tenant fails to forward rents to Magnolia Pointe Custom Homeowners Association, Inc. pursuant to a demand letter per Chapter 720, Florida Statutes, should the Owner fail to pay required assessments.

_____ Owner(s) Name(s): Please Print

_____ Owner(s) Name(s): Please Print

Witness: _____

_____ Signature:

_____ Signature:

Date: _____

MAGNOLIA POINTE CUSTOM HOMEOWNERS ASSOCIATION

Tenant

AGREEMENT TO COMPLY

I (We), _____, as tenant of the home located at _____, hereby state that I have been provided a copy of the Amended and Restated Declaration of Covenants, Rules and Restrictions, including all Board approved Rules and Regulations of the Magnolia Pointe Custom Homeowners Association and the Magnolia Pointe Master Association Governing Documents (copy to be provided by the unit owner); and hereby agree to abide by them while living at the above mentioned address. I(We) also fully understand that any violation of the Amended and Restated Declaration of Covenants, Rules and Restrictions, and all Board approved Rules and Regulations, including any County, State, or Federal laws, will result in notification to my(our) landlord of the violation(s) which may result in possible fines, fees, costs, or restrictions levied against my(our) landlord. Further, I(we) fully understand that the Owner/Landlord has the right to consider such violation a breach of the lease contract and can exercise the right to cancel the contract with a thirty-day notice to vacate the premises. Additionally, I(we) fully understand that the Magnolia Pointe Custom Homeowners Association Board of Directors has every right, through a majority vote at a properly noticed Board meeting, to require the owner of the unit to issue me(us) a thirty-day notice to vacate the premises because of a pattern of misconduct, abuse, and/or violation of the aforementioned governing documents and Board adopted Rules and Regulations on the part of myself(ourselves), family members, guests and/or visitors; and that I(we) will abide by such request if given. Finally, if I(we) am(are) required to vacate the unit by such actions taken by the Board of Directors to protect the interests and integrity of the community as a whole, I(we) acknowledge and agree that I(we) have no recourse against the Board of Directors or Owner, with respect to cancelling the signed lease between myself(ourselves) and the Owner/Landlord.

Signed on _____
Rental Agreement/Lease/Occupancy dates: _____ to _____.

_____ Tenant(s)/Occupant(s)

_____ Owner(s)/Landlord

_____ Board Member
