The homeowners of Oak Tree Farm Homeowners Association/Clubhouse Inc. (the “HOA”) voted to amend the Declaration of Restrictions to require all owners of rental properties in Oak Tree Farm register their tenants with the HOA per the terms of a Tenant Registration Policy (the “Policy”) as provided in the following paragraphs. The HOA’s Board of Directors viewed the Policy as necessary to ensure the welfare and accountability of all owners, residents, and tenants. The amendment was recorded July 10, 2012 with the Jackson County, MO Recorder of Deeds.

**1. Registration of Non-Owner Occupied Property:** All properties in which the owner(s) on the deed do not reside, located within the Oak Tree Farm Subdivision must submit a “tenant registration form” to the HOA for each existing tenant/lease and for any subsequent tenant/lease, in a form prepared for the HOA by the Board of Directors, no less than thirty (30) days prior to executing or extending a lease.

**2. Review and Processing Fee:** The HOA may charge a reasonable review and processing fee concerning the above, which will be submitted with the registration form.

**3. Tenant Shall Abide by the Declaration of Restrictions:** In consideration of the execution or renewal of a Lease, Rental or Occupancy Agreement between Owner(s) and Tenant(s) of the dwelling unit within Oak Tree Farm (“Lease Agreement”), the Owner(s) and Tenant(s) agree as follows: The Owner(s) or his/her agent will provide the Tenant(s) a current copy of Declaration of Restrictions, and the tenant must sign an addendum to the lease agreeing to abide by the Declarations of Restrictions. The Tenant, any member of the Tenant’s household or a guest or other person under the Tenant’s control shall not engage in criminal activity, or any act intended to facilitate criminal activity on or near the said premises. Tenant or any member of the Tenant’s household will not permit the dwelling to be used for, or to facilitate, criminal activity or illegal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Tenant, any member of the Tenant’s household or a guest or other person under the Tenant’s control shall not engage in any activity that jeopardizes the health, safety, and welfare of anyone or involves imminent serious property damage. Failure to abide by the above provisions shall be a material and irreparable violation of the lease and good cause for immediate termination of tenancy.

**4. Penalty for failure to register:** Failure to register as required will result in a fine to be determined by the Board of Directors.

**5. Annual Homeowner’s Association Dues:** The Owner agrees that payment of the annual Homeowner’s Association Dues is the responsibility of the Owner.

The processing fee is $150.00. Late fees for failure to submit the registration form and the processing fee upon occupancy of a new tenant shall be an initial late fee of $250.00 at 30 days from occupancy and $50.00 each and every month commencing one calendar month from the initial late fee and continuing until the registration form, processing fee, and all late fees are received by Oak Tree Farm.

Pool access will be granted to EITHER the owner, or the tenant, not both.

There will be no subleases, and all leases must be for a single-family residence.

The tenant registration form is attached to this policy. Return completed registration form and processing fee to:

Oak Tree Farm

P.O. Box 172

Lee's Summit, MO 64063

Owners who rent or lease Oak Tree Farm properties, and the Tenants who occupy such properties, are required to complete, sign, and return this Lease Addendum/Rental Registration and $150.00 processing fee to the following address. Registrations not received within 30 days of occupancy by a new tenant incur an initial late fee of $250.00 and recurring late fees as specified in the Tenant Registration Policy.

Oak Tree Farm, P.O. Box 172, Lee's Summit, MO 64063

**Property address:**

**Lot #:**

**Property owner and management**

|  |  |  |
| --- | --- | --- |
|  | Property owner | Property manager  (If applicable) |
| Name |  |  |
| Mailing address |  |  |
| Phone |  |  |
| Email |  |  |

**Lease**

Start date:

End date:

**Tenant(s)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Name | Phone | Email | Vehicle make, model, color | License Plate |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |

**Issue pool key(s) to:**

**In consideration of the execution or renewal of a Lease, Rental or Occupancy Agreement**

**between Owner(s) and Tenant(s) of the dwelling unit within Oak Tree Farm Homeowner’s**

**Association/Clubhouse, Inc. (“Lease Agreement”), the Owner(s) and Tenant(s) agree as**

**follows:**

1. The Owner(s) or his/her agent has provided Tenant(s) a current copy of the Declaration of Restrictions and the pool rules and the Tenant(s) agree to abide by all association rules.
2. The Tenant, any member of the Tenant’s household or a guest or other person under the Tenant’s control shall not engage in criminal activity, or any act intended to facilitate criminal activity on or near the said premises. Tenant or any member of the Tenant’s household will not permit the dwelling to be used for, or to facilitate, criminal activity or illegal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. Tenant, any member of the Tenant’s household or a guest or other person under the Tenant’s control shall not engage in any activity that jeopardizes the health, safety, and welfare of anyone or involves imminent serious property damage. Failure to abide by the above provisions shall be a material and irreparable violation of the lease and good cause for immediate termination of tenancy.
3. Pool keys are issued to one family per address or only to the tenants listed on this form and those immediate family members who reside at the same address as the tenant listed.
4. Payment of annual dues is the responsibility of the property owner.

I (we), the Owner(s) and Tenant(s) and all adults living in this residence, understand and agree that it is our responsibility to assist in the community’s goal to maintain property appearance and values and to be a safe, attractive and desirable place to live.

Owner(s) and Tenant(s) and adult residents Initials: \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

I (we), the Owner(s) and Tenant(s) and all adults living in this residence, have received, read and agree to abide by the Oak Tree Farm Homeowner’s Clubhouse/Homeowners Association, Inc.’s Association Declaration of Restrictions, knowing that if they are not adhered to, the Owner(s) will be fined for violations. These documents include the Declaration of Restrictions, By-laws, Rules & Regulations and Pool Rules.

Owner(s) and Tenant(s) and adult residents Initials: \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

In case of conflict between the provisions of this Addendum and any other provisions of the Lease Agreement, the provisions of the Addendum shall govern.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |
| Owner Signature |  | Date |  | Tenant Signature |  | Date |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Owner Signature |  | Date |  | Tenant Signature |  | Date |