

# Carriage Mill Homeowners Association Request for Permission to Lease Property

**CARRIAGE MILL IS A TOWNHOME RESIDENTIAL COMMUNITY – RENTALS / LEASES MUST CONFORM TO THIS RESTRICTION AND TO ALL APPLICABLE CC&R RULES.**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CARRIAGE MILL  
ARTICLE IX – GENERAL PROVISIONS**

**Section 1. Provisions:** The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration.

**Section 6. Noxious or Offensive Activity:** No noxious or offensive activity shall be carried on or upon any Lot or any part of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, ow which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit.

**Section 9. Restrictions on Transfer:** No Townhouse leased initially for less than a (6) month term other than Townhouses owned by the Declarant. No portion of a Townhouse (less than the entire Townhouse) may be leased for any period. All Leases must be written and must be provided, that failure to comply with these covenants, condition and restrictions with the Bylaws and Articles of Incorporation shall constitute a default under the leased. The owners Association may adopt further restrictions on lease, at their option, all of which will be incorporated in the Rules and Regulation of the Association.

**RULES AND REGULATIONS**

**Section 2. Rules for Leasing:** No Owner may lease or rent his/her Dwelling during the first one year of ownership. For purposes of this section, a Dwelling is deemed to be leased or rented if it is occupied by any person other than the owner of that Dwelling who does not have a residence elsewhere. All leases and renewals of leases after said period requires Board approval, based on the current rental cap status.

**Date:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
Virginia Beach, VA 23464

**Mail to: Carriage Mill Homes Association   OR   Email to: carriagemillhoa@gmail.com**  
**PO Box 65055**  
**Virginia Beach, VA 23467**

Pursuant to Article IX Section 1 of the Declaration of Covenants, Conditions, and Restrictions and Section 2 of the Rules and Regulations of Carriage Mill I / we request approval to lease / rent our property for a term of not less than 1 year and herewith confirm that the property will be occupied by a single (i.e. "one") family.

(For Renewals) The Renter / Lessee) name(s) and current address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I/We acknowledge that:**

**1) As the Owner(s) I/we are responsible for continuing compliance with the Declaration of Covenants, Conditions, and Restrictions, Rules and Restrictions, Amendments and Bylaws of Carriage Mill Homeowners Association.**

**2) Homeowner contact information is:**

(Address) \_\_\_\_\_  
(Phone) \_\_\_\_\_ (eMail) \_\_\_\_\_

**3) A copy of the lease / rental agreement will be provided upon approval.**

**Signed:** \_\_\_\_\_ (Signature) \_\_\_\_\_ (Signature)

=====

\_\_\_ **Approved**    \_\_\_ **Disapproved**    \_\_\_\_\_ **Date**

(President) \_\_\_\_\_ (1<sup>st</sup> Vice President) \_\_\_\_\_

(2<sup>nd</sup> Vice President) \_\_\_\_\_ (Secretary) \_\_\_\_\_

(Treasurer) \_\_\_\_\_ *(Board approval requires 3 or more signatures)*