

# 4400 WEST TOWNHOMES

## **Rules and Regulations & Architectural Guidelines**

June 2018

**RULES AND REGULATIONS  
&  
ARCHITECTURAL GUIDELINES**

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## I. INTRODUCTION

4400 West Townhomes is designed to respect the visual character of its site, minimize environmental impacts and maximize water and energy conservation principles. In order to preserve and enhance these principles, these Rules and Regulations & Architectural Guidelines (“Rules and Regulations”) are established to maintain certain standards by which the Community may grow and develop.

The Rules and Regulations provide an overall framework to allow the Community to develop and progress in an orderly, cohesive and attractive manner, implementing planning concepts and philosophy which are required by regulatory agencies and desirable to residents. The Rules and Regulations include minimum standards for the design, size, location, style, structure, materials, color, mode of architecture, and mode of landscaping and relevant criteria for the construction or addition of improvements of any nature. They also establish a process for judicious review of proposed new developments and changes within the Community.

The Rules and Regulations have been adopted by the Board of Directors of **4400 West Townhome Association, Inc.** (the “Association”) pursuant to the Declaration of Protective Covenants for 4400 West Townhomes, recorded in Deed Book 15484, Page 5932 *et seq.*, of the Cobb County, Georgia land records (hereinafter, as may be amended and/or supplemented from time to time, the “Declaration”). The Rules and Regulations will be enforced by the Association as outlined in the Declaration. The Reviewing Entity shall be the Board of Directors or the Architectural Review Committee (“ARC”), which the Board of Directors has established and empowered in writing to perform specific functions and make recommendations to the Board of Directors.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Rules and Regulations or the Declaration, the government standards shall prevail. To the extent that the local ordinance is less restrictive than these Rules and Regulations, and any standard contained therein, or the Declaration, these Rules and Regulations and the Declaration shall prevail.

Owners are responsible for all cleanup of any improvement project. All debris shall be removed from the Limited Common Area and hauled to the proper waste sites. If the project causes damage to any neighboring property, public or private, the Owner is responsible for any necessary repairs.

## II. RESIDENTIAL RULES AND REGULATIONS

### A. Architectural Character

1. The architectural design of any and all additions, alterations, and renovations to the exterior of an existing residential dwelling shall strictly conform to the design of the original dwelling in style, detailing, materials, and color. Any such improvement shall be made only after an application is

given to the Reviewing Entity, and written approval is obtained/received from, the Reviewing Entity.

2. Pursuant to the Declaration, the Board may amend the Rules and Regulations, which shall apply to all regulated work within the 4400 West Townhomes Property. Once requests have been submitted and approved by the Reviewing Entity, and modification has commenced, any subsequent changes of the Rules and Regulations shall not affect or delay the approved project. Any work that has commenced prior to the approval of the Reviewing Entity not conforming to the Declaration will not constitute approval of the project.
3. All additions to dwellings shall be built within the building setback lines originally established or as modified by Pulte Homes with the requisite approval of the County, regardless of any more lenient requirements of any local government authority.
4. All materials used in maintenance, repair, additions and alterations shall match those used by Pulte Homes as to color, composition, type, and method of attachment. The Reviewing Entity may allow substitute materials if such materials are deemed by the Reviewing Entity, in its sole discretion, to be compatible with the theme of the Community.
5. Window treatments must be backed in white or off-white including, but not limited to, shades, drapes or curtains. Blinds and/or shutters may be white, off white. Other colors of blinds/shutters (*e.g.*, brown stain) will be reviewed on a case by case and approval will be determined by the Board. The use of foil, paper, plastic, towels, sheets, or any other temporary covering will not be permitted.
6. Decorative components added to the exterior of the dwelling (*e.g.*, door ornaments, wreaths, potted plants, and porch decorations) shall conform to the Community-Wide Standard. The Reviewing Entity reserves the right to limit the number decorations.
7. Altering the original condition of a dwelling's exterior will void its warranties from Pulte Homes.
8. No additions, alterations or renovations shall be permitted if it is determined to have an adverse material impact upon neighboring property and/or the Community. The size of any project shall be determined by the available space per Lot subject to any and all easements. The Reviewing Entity reserves the right to limit the size and location of certain modifications.
9. Approved deck stain color is to match Sherwin Williams Woodscapes – Hawthorne SW 3518.

**B. Drainage**

1. When any additions, alterations, or renovations are performed to an existing dwelling, the established Lot drainage shall not be altered.
2. Any Owner or Occupant who changes the existing grading or drainages shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes.
3. All roof drainage shall drain to the ground solely within the deeded Lot area and may not be discharged closer than five feet (5') of any neighboring property. Any project (including downspouts) that materially increases drainage of storm water onto adjacent property must receive the consent of the Owner(s) of the affected property. Drain lines that direct roof drainage must be approved by the Reviewing Entity and will comply with the following standards:
  - a. A drain line plan with pipe sizes, discharge locations, emitters, and existing drainage patterns must be submitted on a site plan of the property to the Reviewing Entity for consideration.
  - b. No discharges of storm water may be closer than five feet (5') to any neighboring property.
  - c. Drain line extensions may not discharge water directly perpendicular to a neighboring property or an existing drainage flow-line. Drain line alignments shall be set so that discharge water flows in the same basic direction as existing flow-lines on the Lot. Emitters, water disbursement, and/or erosion control measures must be provided to eliminate erosion of the soil on the Lot.
  - d. Roof drain downspouts, or any surface runoff or groundwater shall never be connected directly or indirectly to any public sanitary sewer system.

**C. Storm Doors**

1. All storm door additions must be full glass or full glass self-store. If installed on the front, these doors must match the color of the doorframe trim, the front door, or white. If installed on the back door, the door trim must match the color of the trim of the dwelling. If other than clear glass is desired, a photograph of the front of the dwelling may be required with the application. Security doors are prohibited.

**D. Landscaping Requirements**

1. Certain areas have been designated as open space, Common Areas, Limited Common Areas, wetlands or preserve on the subdivision plats and shall be maintained as required by regulatory authorities and as described in specific permit conditions and in the Declaration. No Owner or Occupant may mow, fertilize, apply pesticides to, maintain, alter or modify any area not owned by the Owner, including areas set aside as open space or preserve. Without limiting the foregoing, Owners and Occupants are reminded that certain portions of the Common Area may be subject to restrictive covenants as required by the U.S. Army Corps of Engineers, and such covenants prohibit clearing, trimming and other forms of disturbance of the natural vegetation and grade. These prohibitions are carried through in the Declaration, and Owners and Occupants must abide by these provisions and applicable law.
  - a. Individual plantings of vegetables and other seasonal plantings, which do not exceed thirty-six inches (36”) in height, do not require the approval of the Reviewing Entity; provided, however, all such plantings are within the Limited Common Areas, in existing beds, and not in view from the street. Front yard plantings will require written authorization from the Reviewing Entity and the Reviewing Entity may, in its sole discretion, deny any such plantings in the front yard.
  - b. No such plants exceeding thirty-six inches (36”) in height shall be permitted anywhere on the Lot unless otherwise approved by the Reviewing Entity.
  - c. Plantings of trees, shrubs, groundcovers, perennials, grasses and vines shall take into account future growth and be at a reasonable distance from foundation walls and adjacent property lines.
  - d. No decorative rock shall be permitted as ground cover, including but not limited to, white, red, black, and lava rocks. Ground cover or inert material shall not be used to spell out names, nicknames, names of states, city athletic teams, slogans, emblems, geometric patterns or any other communication.

**E. Lawn Accessories**

1. Decorative components such as statues and garden accessories will be allowed in the Limited Common Area if they meet the following criteria:
  - a. Seasonal statues, , lighting and other decorative landscaping items may be allowed in the front and rear of the dwelling within thirty (30) days prior to, and ten (10) days after a holiday season. In the

sole discretion of the Reviewing Entity, this time period may be extended due to extreme weather conditions. During such extended period, lighting may not be illuminated.

- b. Plastic statuary, yard ornamentation and plastic pots will not be allowed. No ornaments or statuary shall be attached to the dwelling unless otherwise approved by the Reviewing Entity.
  - c. The Reviewing Entity reserves the right to require screening of statues and garden accessories from neighboring Lots or the street or deny the placement of any items above in the front yard.
2. Landscape architectural features shall include such items as benches, planters, landscape lights, etc. that are an integral part of a landscape architectural design. Drawings must be provided to the Reviewing Entity, which clearly show the location, size, and materials planned for these features. In addition, a photograph of the dwelling and the relationship of the feature to the existing or proposed landscape must accompany the submittal. Landscape architectural features will be located solely in the Limited Common Area of the dwelling.
- a. There shall be no stand-alone flagpoles allowed on residential dwellings. One (1) flag may be flown on an Owner's Lot. The one flag displayed on the Owner's Lot, whether The United States Flag or a seasonal/decorative flag, may be displayed by a bracket attached to the dwelling. The flag may be up to a size of three feet by four feet (3'x4') and on a removable pole no longer than five feet (5'). Proper flag etiquette must be observed, and no flag may not be torn, tattered, faded or of a controversial type as determined in the sole discretion of the Board of Directors. Any decorative signs or banners require the prior written approval of the Board and may or may not be permitted.

**F. Lawn Maintenance**

1. The use of solid plastic sheeting or polyethylene over ground areas will not be permitted. If landscape fabric is used, it must allow the free flow of water, air, and gases to and from the soil.
2. The Association is responsible for maintaining the grounds surrounding the dwellings, **except for such portion thereof which is located within a fenced easement area.** Such maintenance shall consist of normal grass mowing, and otherwise maintaining all plants, shrubbery, trees, flowers,

bushes, ivy and other foliage that were originally planted on the Common Area by Pulte Homes, all to keep the same in a condition that is consistent with the Community-Wide Standard.

3. The Owner of each Lot shall be responsible for maintaining all portions of his easement which may be enclosed within a fence (the Association shall have no responsibility for maintaining any part of an easement that is enclosed by a fence), and shall maintain and replace all tree, flowers, shrubbery or bushes that shall have been planted in the easement area after the conveyance of the Lot by Pulte Homes to the first Owner thereof (the Association shall have no responsibility for maintaining any trees, flowers, shrubbery or bushes that were not installed by Pulte Homes).

#### **G. Fences**

1. It shall be the duty of the Board of Directors to maintain in effect a standardized design of fence(s) that may be erected along the easement area. The standardized fence design(s) are referred to as the “Approved Fence Details” conforming to Appendix “B” & “C.” Fences must be professionally installed. The approved stain is to match is **Sherwin Williams Woodscapes – Hawthorne SW 3518**.

##### Clarifying Details:

- The width of the fence must be the entire width of the dwelling.
  - The depth of the fenced-in areas noted below are measured from the rear of the dwelling’s base floorplan (not the sunroom).
  - All fences in a given building will align at the same depth (creating a common rear fence line.)
  - The depths of the fenced-in area below are approximate and should be measured from the dwellings in the building with the deepest setbacks.
  - Fences may in no way impede proper drainage of Lots.
  - **Owners are responsible for maintenance inside of private fenced-in area.**
2. Landscape plans which have the effect of creating a “living fence” outside the area eligible for walls or fencing, as described above, will not be approved.
  3. All intended fences must receive written approval by the Reviewing Entity before installation will be permitted.

#### **H. Trash Containers**

All trash containers shall be covered containers and shall be stored in the garage. Trash containers may be left out for collection at dusk on the day prior to collection and must be returned to storage by dusk on the day of collection.

**I. Signage**

The following will apply, unless otherwise restricted by the governing municipality:

1. One (1) “For Sale” sign will be permitted on the Common Area and/or Limited Common Area in front of an individual dwelling within the Community. Such sign shall be located directly in front of the dwelling being advertised “for sale.” The sign shall be of conforming size and design provided by the Association. The overall height of the sign may not exceed six feet (6’). The sign must be removed within two (2) working days following the closing of the property, or the termination of the listing agreement. “Open House” signs leading the public to a dwelling, which is for sale or for lease, are not permitted.
2. “No Soliciting” and security/alarm notifications shall be limited to placards or stickers not to exceed five by seven inches (5” x 7”) in size placed on the front door or door frame or in a window near the front door, or the mulch bed nearest the front door.
3. Other than allowable in accordance with the Declaration (Section 6.3), no other signs are permitted on any Common Area or Limited Common Area.

**J. Prohibited Structures**

1. Pursuant to the Declaration and/or these Rules and Regulations, the following structures shall be prohibited from use and/or installation:
  - Stand-alone flagpoles;
  - Storage buildings or sheds;
  - Clotheslines or clothes poles;
  - Permanent tents;
  - Bird or squirrel houses exceeding the roof eave on the dwelling;
  - Artificial vegetation;
  - Accessory buildings, including gazebos, greenhouses and guesthouses;
  - Children’s play equipment; and
  - Pet houses
2. All intended structures must receive prior written approval from the Reviewing Entity before installation will be permitted.

**K. Open Top Terraces**

The following will apply to the use and modification of the open top/roof top terraces, unless otherwise restricted by the governing municipality:

1. Grills may be used on the open top terrace;
2. Owners are required to submit plans (described below in the Architectural Review Article of these Rules and Regulations) to, and receive written approval from, the Reviewing Entity prior to performing additions, alterations, or modifications to the open top terrace. Examples of items the Reviewing Entity may consider include an outdoor kitchen, installation of an awning (umbrella are not permitted), fire pit and, an option to build out the terrace as part of the heated and cooled square footage of the dwelling.
3. No items shall be placed over any railings or similar portions of the open top terrace such that the item is connected to the railing and/or extends outside the exterior wall/railing without the express written consent of the Reviewing Entity.

**III. ARCHITECTURAL REVIEW**

The architectural review process has been established to maintain the integrity of the architectural and design character the Community. To this end, the Reviewing Entity will review all proposed additions, improvements or alterations on dwellings for conformity with the Rules and Regulations. The Declaration sets forth provisions with respect to the review process, including possible delegation of certain review functions to the Architectural Review Committee to make recommendations to the Board of Directors.

All Owners are required to submit plans to, and receive written approval from, the Reviewing Entity prior to: (1) performing additions, alterations, or modifications to existing dwellings; (2) changing any exterior paint colors to the dwelling, a fence, or other ancillary structure; (3) major landscaping changes; (4) installing a swimming pool, spas or fence; (5) any concrete work or installation of other ancillary equipment or signage; or (6) making any other Lot improvements that not listed in these Rules and Regulations or deviate from these Rules and Regulations. Moreover, it shall be the responsibility of all Owners to comply with the standards and guidelines of Article II of these Rules and Regulations, as well as the requirements contained in the Declaration.

**A. Applications**

1. All Owners shall submit the application form, as provided upon request from the Reviewing Entity and/or the Community's management company, showing the plans for the proposed improvement as follows:

For landscaping plan approval, or amendments to an approved landscaping plan, Owners shall submit a copy of their landscaping plan for the

Lot/Limited Common Area, including a description of all varieties and sizes of trees and shrubs, with the location of each tree and shrub clearly delineated on the plan. It will facilitate the review if Owners can color code the trees and shrubs and provide a legend for the plan. If the submittal is an amendment to a previously approved landscape plan, (1) the existing trees and shrubs shall be marked on the landscape plan with a circle marked with a dashed line and a cross in the center indicating their location, and (2) the proposed additions shall be marked on the landscape plan with a circle marked with a solid line and a dot in the center indicating their location. All deleted materials shall be described as part of the submittal. The initial submittal shall also describe any proposed irrigation system, with the location of the timer box, the valves, and location of each sprinkler head and emitter. All irrigation systems shall have an automatic timer. In the event an Owner desires to install any hardscape, including, but not limited to, brick, masonry, railroad ties, wood trim, concrete, rocks or any other inert material, such items shall be clearly marked on the landscape plan and a legend shall be provided. Lots have been designed and graded to provide positive drainage from the Lot and protect environmental resources; in the event an Owner's plan proposes to alter the grade of the Lot, the location of all drainage structures and the direction and slope of the water flow must be indicated on the plan. All Owners shall hold harmless Pulte Homes and the Association for any and all damage to any party caused by the alteration of the grade by an Owner in connection with the design or installation of that Owner's proposed landscaping, including damage to the dwelling. Owners will also be responsible for any damage caused by any change to drainage by themselves or hired contractors.

For any changes or additions to a dwelling, the Owner shall submit a copy of the site plan for his or her dwelling, as well as a copy of the floor plan showing the proposed changes or additions. On such plans, the Owner shall also draw and/or indicate the proposed impact to the dwelling's exterior elevation. If the Owner has a photograph of another house or a picture out of a magazine, it should be submitted along with the application as it may assist the review process. The application should also contain a description of the materials the Owner intends to use in the proposed changes or additions.

If the change or addition affects the roof or roofline of the dwelling, a roof plan should also be submitted. A building cross-sectional may also be requested depending on the complexity of the change/addition.

All Owners are hereby advised that the governing municipality may require permits, depending on the proposed change or addition. It is the

Owner's responsibility to comply with all the necessary permit requirements. The Owner shall also provide the Reviewing Entity with copies of any such permits if requested.

Prior to requesting a permit from the governing municipality, the Owner should obtain approval of any proposed change or addition from the Reviewing Entity.

Any permit or approval granted by the governing municipality, however, shall not bind the Reviewing Entity with respect to approval or denial of any Owner's proposed change or addition; the Reviewing Entity shall be fully independent and will have full authority for approval or denial of any such matters.

1. The Reviewing Entity shall review such applications without a hearing and based solely on the information contained within each application. Every effort shall be made to respond to the Owner within sixty (60) days. The decision from the Reviewing Entity shall be final on all reviews.
2. Upon completion of review by the Reviewing Entity, one (1) set of plans shall be returned to the Owner accompanied by a letter indicating the decision from the Reviewing Entity and shall be rendered in one of the following three forms:
  - a. **Approved.** Approved means the entire application submitted is approved in total.
  - b. **Conditionally Approved.** Conditionally Approved means the application as submitted is denied; however, if the Owner fulfills the conditions provided by the Reviewing Entity it will be approved. In other words, an Owner may proceed with the work, but he or she must comply with any and all conditions/notations on the returned application by the Reviewing Entity.
  - c. **Not Approved.** Not Approved means the entire application submitted is not approved and no work may be commenced by the Owner.

**B. Fees**

1. Review of applications and all landscaping plans may be subject to a nominal fee structure payable to the Association to cover the costs of review by the Reviewing Entity.

**C. Building Permits**

1. If the plans submitted by an Owner require a building permit, the approval by the Reviewing Entity is not a guarantee that such plans will also be approved by the governing municipality. In addition, if the governing municipality requires a modification to such plans, such modifications must also be approved by the Reviewing Entity for the Owner to remain in compliance with these Rules and Regulations.

#### **IV. LEASE PROVISIONS**

Upon issuance of a leasing permit, an Owner is allowed to lease the townhome unit on his or her Lot (the “Units”) provided that such leasing is in strict accordance with the terms of the leasing permit and the Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such leasing permits consistent with the Declaration. All leasing permits and hardship leasing permits shall be valid only as to a specific Owner and shall not be transferable between either Units or Owners of Units, except as expressly provided for in the Declaration.

In addition, Units may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Units or assignments of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board of Directors with a copy of the lease, the name of the lessee and all other people occupying the Unit, and identify the commencement date and the termination date of the lease. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Rules and Regulations and obtain from the lessee a written acknowledgement (in the lease agreement or a separate instrument) an agreement by the lessee (on behalf of lessee and all other Occupants of the Unit) to comply therewith and be bound thereby (the “Lessee Acknowledgement”). Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

## Appendix A

### STATUES AND ARTIFACTS

Statue and garden accessory guidelines constitute an addition to, and not an exclusion of, the guidelines referenced in Section II. E. 1, above.

#### A. TERMS; DEFINITONS

1. Garden Accessories: Shall include but not be limited to the following:

Clay, masonry, metal or wooden objects including but not limited to birdbaths, animals, cutout objects, and planters. Artifacts may not exceed four feet (4') in height. Pots made from traditional garden materials are encouraged. The Reviewing Entity reserves the right to limit the number of artifacts, type of artifact and location.

2. Statues:

Clay, masonry, metal, or wood statuary, including human figurines, animals, religious figures, etc. Statues may not exceed four feet (4') in height. The Reviewing Entity reserves the right to limit the number of statues, type and location.

3. No ornaments or statuary shall be attached to the dwelling (with the exception of seasonal decorations) without the prior written authorization of the Reviewing Entity.

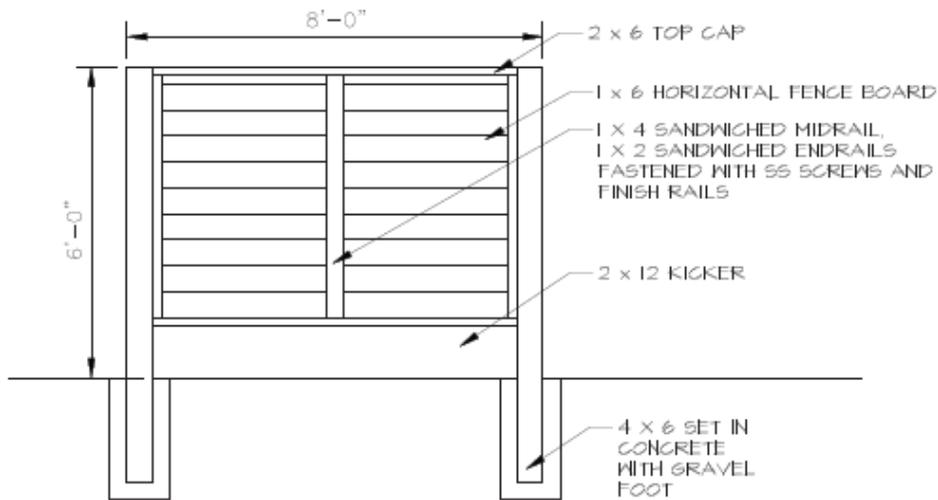
4. Bird Feeder:

Up to one (1) bird feeder not exceeding the roof eave in height may be permitted in the rear easement area. Installation on perimeter walls and under/on dwelling eaves is not allowed. Multiple bird dwellings (*e.g.*, bird coops) are not allowed.

## Appendix B

### FENCE DETAIL

- If stained is to be used, stain color is to match Sherwin Williams Woodscapes – Hawthorne SW 3518
- Fences enclosing the rear easement area shall have a gate (Appendix C) on each side of the fence fire access. An optional rear gate may be installed with Board approval.



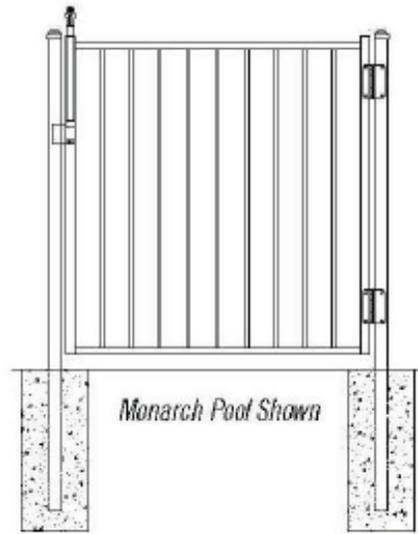
1 6" H CEDAR HORIZONTAL FENCE

1/2" = 1'-0"

P-CO-14

## Appendix C

### SWING GATE



**3** 6'H AMERISTAR ECHELON SINGLE SWING GATE  
1/2" = 1'-0" P-CO-15

## Appendix D

### LEASING PERMIT APPLICATION

This Leasing Permit Application ("Application") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ ("Owner"), who owns the following townhome unit within the 4400 West Subdivision, Unit \_\_\_\_\_ (the "Unit") \_\_\_\_\_ (address). Owner desires to lease Owner's Unit per Section 8 of the Declaration of Protective Covenants for 4400 West Townhomes ("Declaration").

Upon issuance of a leasing permit, Owner is allowed to lease his Unit provided that such leasing is in strict accordance with the terms of the leasing permit and Section 8 of the Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with Section 8. All leasing permits and hardship leasing permits shall be valid only as to a specific Owner of a Unit and shall not be transferable between either Units or Owners of Units, except as expressly provided for in the Declaration.

Leasing Provisions. Units may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one (1) year. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board of Directors with a copy of the lease (along with a copy of the Lessee Acknowledgement, defined below), the name of the lessee and all other people occupying the Unit, and identify the commencement date and the termination date of the lease. The Owner must provide the lessee copies of the Declaration, Bylaws, and the Rules and Regulations and **obtain from the lessee a written acknowledgement** (in the lease agreement or a separate instrument) an agreement by the lessee (on behalf of lessee and all other occupants of the Unit) to comply therewith and be bound thereby (the "**Lessee Acknowledgement**"). Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee.

A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (A) the sale or transfer of the Lot with the leased Unit to a third party (excluding sales or transfers to (i) an Owner's spouse, (ii) a person cohabitating with the Owner, and (iii) a corporation, partnership, company, or legal entity in which the Owner is a principal); (B) the failure of an Owner to lease the Owner's Unit within ninety (90) days of the leasing permit having been issued; (C) the failure of an Owner to have the Owner's Unit leased for any consecutive ninety (90) day period thereafter; or (D) the Owner occupies the Unit. If current leasing permits have been issued for more than ten percent (10%) of the total number of Units in the Community, no additional leasing permits shall be issued (except for hardship leasing permits) until the number of outstanding current leasing permits falls below ten percent (10%) of the total number of Units in the Community. An Owner of a Unit who has been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued the same if he so desires when the number of current outstanding Leasing Permits issued falls to ten percent (10%) or less of the total number of Units in the Community. The number of leasing permits granted will be limited to at least one less than the Maximum Allowable Leases to allow for at least one hardship leasing permit. The issuance of a hardship leasing permit to an Owner of a Unit shall not cause the Owner of a Unit to be removed from the waiting list for a leasing permit.

**OWNER:** \_\_\_\_\_ (Signature)                      Date \_\_\_\_\_

**OWNER:** \_\_\_\_\_ (Signature)                      Date \_\_\_\_\_

*(For Association Use Only)*

**Application Received By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Permit Approved:** \_\_\_\_\_ **Denied (List Reason):** \_\_\_\_\_

**Permit Issued By:** \_\_\_\_\_ (Signature) \_\_\_\_\_ (Title)

**Appendix E**

**LESSEE ACKNOWLEDGEMENT**

This Lease Addendum shall become incorporated in and a part of the Lease Agreement entered \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, the Owner of a townhome unit in the 4400 West and \_\_\_\_\_, (hereinafter referred to as "Lessee"), regarding the property located at \_\_\_\_\_.

The purpose of this Lease Addendum is to ensure the parties comply with the governing documents for the 4400 West Townhome Association, Inc., including, without limitation, the Declaration of Protective Covenants for 4400 West Townhomes, By-Laws and Rules and Regulations.

Owner and Lessee hereby agree to abide by the terms and conditions of the governing documents, and Lessee acknowledges receipt of the Declaration of Protective Covenants for 4400 West Townhomes, By-Laws and Rules and Regulations.

**Agreed to and Accepted on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

_____	Date: _____
Owner's Signature	
_____	Date: _____
Owner's Signature	
_____	Date: _____
Lessee's Signature	
_____	Date: _____
Lessee's Signature	