

MEETING PARK NEIGHBORHOOD ASSOCIATION

Notice of Intent to Lease

In accordance with Article 6, Section 30 (b), "Leasing Permits" as contained in the Governing Documents.

An Owner's application for a leasing permit shall be considered if the number of then current, outstanding leasing permits for Lots, including the request then under consideration, does not exceed the "Maximum Allowable Leases", defined as the maximum number of Lots that may be leased at any one time as established by the then current zoning conditions applicable to the Community (at the time of this Declaration, this maximum is 5% of the total Lots in the Community), but not more than 10% of the total Lots in the Community. A leasing permit shall be automatically revoked upon the happening of any of the following events: (i) the sale or transfer of the Lot to a third party (excluding sales or transfers to (A) an Owner's spouse, (B) a person cohabiting with the Owner, and (C) a corporation, partnership, company, or legal entity in which the Owner is a principal); (ii) the failure of an Owner to lease such Owner's Lot within 90 days of the leasing permit having been issued; (iii) the failure of an Owner to have such Owner's Lot leased for any consecutive 90-day period thereafter; or (iv) an Owner occupies the Lot. If the number of current leasing permits, including the request then under consideration, exceeds the Maximum Allowable Leases, no additional leasing permits shall be issued until the number of outstanding current leasing permits, including the next request under consideration, would fall below the Maximum Allowable Leases. Owners who have been denied a leasing permit shall automatically be placed on a waiting list for a leasing permit and shall be issued the same if they so desire when the number of current outstanding leasing permits, including the next one to be issued, falls to less than Maximum Allowable Leases.

THEREFORE: Pursuant to Section 6.30 (c), "Leasing Provisions-General:"

- (i) Notice. At least 7 days prior to entering into the lease of a Lot, the Owner shall provide the Board with a copy of the proposed lease agreement.
- (ii) General. Lots may be leased only in their entirety. No fraction or portion of a home located on a Lot may be leased. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. In accordance with zoning requirements, all leases must be for an initial term of not more than 1 year. Within 10 days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee copies of the Governing Documents.

The Lease Agreement must contain the complete name(s) and contact information for each tenant and must include the following language:

(A) Compliance with Declaration, Bylaws, and Rules and Regulations. The Owner's lessee shall comply with all provisions of the Governing Documents, and shall control the conduct of all other Occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all Occupants of the Lot to comply with the

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Governing Documents and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any such violation. If the lessee, or a person living with the lessee, violates the Governing Documents for which a fine is imposed, notice of the violation shall be given to the Owner and the Owner's lessee, and such fine may be assessed against the lessee in accordance with Section 3.20 of the Bylaws. If the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

(B) Violations of the Governing Documents. Any violation of the Governing Documents by the lessee, any Occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Governing Documents, including, without limitation, the power and authority as attorney-in-fact on behalf and for the benefit of the Owner to evict the lessee. If the Association proceeds to evict the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be an assessment and lien against the Lot.

(C) Use of Common Elements. The Owner transfers and assigns to the Owner's lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements, including, but not limited to, the use of any and all recreational facilities and other amenities.

(D) Liability for Assessments. If an Owner who is leasing a Lot fails to pay any annual, special or specific assessment or any other charge for a period of more than 30 days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to Owner. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release an Owner from any obligation, including the obligation for assessments, for which an Owner would otherwise be responsible.

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Enclosed you will find a copy of the Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions and Easements for Meeting Park Neighborhood Association. Please review this document to ensure compliance with all leasing requirements and provisions.

You must execute the lease within 90 days of the Board of Directors approval to lease. Lease must be for a minimum period of 12 consecutive months. Any matters that the lessee may have, must be addressed only by the unit owner to the Board of Directors or its agent.

Property Owner(s):	(Please Print)
Property Address:	
Lessee Name(s):	
Lessee Phone Number:	
Leasing Period Start:	
Leasing Period End:	

The above Property Owner(s) agree to submit to the Board of Directors through the property manager, a new 'Notice of Intent to Lease' for each occurrence of proposal to lease this or any other property owned by same in the Meeting Park Neighborhood Association. Said 'notice' shall be subject to the prevailing rules and restrictions regarding rental property at the time of request.

Owner(s): _____ Date: ____/____/20____
Signature

Contact Address: _____

Day Phone: ____/____ Emergency Phone: ____/____

For Office Use: _____ Approved _____ Officer Signature _____ Disapproved (See attached support documentation)	MEETING PARK NEIGHBORHOOD ASSOCIATION
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