



Leasing Permit Application

Date of Application: Unit Number:

Owner's Name:

Owner's Home Address:

Owner's Phone Number: Owner's Email:

Name of Potential Lessee* Lessee's Email:

This is: ☐ A New Lease ☐ An Extension of an Existing Lease approved on Date:

Lease Terms (Month/Day/Year): From To

☐ If this Leasing Permit is approved, I understand a \$150.00 Permit Fee will apply,

☐ I have read Colony Park Covenants and Rules and Regulations and agree to comply with them.

☐ I have run a background check on this tenant and will retain records to provide if requested.

Owner Signature: _____ Date _____

☐ I have read Colony Park Covenants and Rules and Regulations and agree to comply with them.

Lesee Signature: _____ Date _____

Return this Application to: Colony Park Unit Owner's Association
2702 Whatley Ave. Suite A-3
Savannah, GA 31404
Admin@ecoastalmgt.com

Association Use Only:

- ☐ The above application has been approved for the time frame indicated
- ☐ The above application has NOT been approved for the following reason(s):
- _____ Colony Park currently has exceeded its allotted number of rental homes.
 - _____ Owner has been placed on a Waiting List
 - _____ Owner has previously failed to provide HOA with a copy of the Rental Agreement
 - _____ Repeated failure to comply with Covenants and Rules
 - _____ The following is required by the Unit Owner prior to approval:

Signature of Representative: _____ Date: _____

COLONY PARK UNIT OWNERS ASSOCIATION

SAVANNAH, GEORGIA

LEASING PERMIT FOR CONDOS UNDER AMENDMENT 4 OF DECLARATIONS, COVENANTS, BY-LAWS AND AMENDMENTS

In 2006 the unit owners of Colony Park passed an Amendment to the DECLARATIONS, COVENANTS, BY-LAWS of the community in order to protect the equity of the individual unit owners at Colony Park, to carry out the purpose for which the community was formed by preserving the character of the community as a homogeneous residential community of predominately owner-occupied condos and by preventing the community from assuming the character of a renter occupied apartment complex, and to comply with any eligibility criteria for financing in the secondary mortgage market insofar as such criteria provide that the community be substantially owner-occupied, leasing of units shall be governed by restrictions imposed in this section.

Owners desiring to lease their units may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit". Such a permit, upon its issuance, will allow an Owner to lease his or her unit provided that such leasing is in strict accordance with the terms of the permit and the Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Article. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific unit owner and unit and shall not be transferable between either units or unit owners, but shall be transferable to successors in title to the same unit.

A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the failure of a unit owner to lease his or her unit within one hundred eighty (180) days of the Leasing Permit having been issued; (2) the failure of a unit owner to have his or her unit leased for any consecutive one hundred eighty (180) day period thereafter; (3) the occurrence of the date referenced in a written notification by the owner to the Association that the owner will, as of said date, no longer need the Leasing Permit; or (4) the owner is more than sixty (60) days delinquent on any Association dues, assessments or fines at a time when the unit is not leased.

Owners who have been denied a Leasing Permit shall be automatically 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 issued falls to twenty-five percent (25%) or less of the total number of units in the condominium. The issuance of a Hardship Leasing Permit to an owner shall not cause the owner to be removed from the waiting list for a Leasing Permit.

The unit owner must provide the tenant copies of the Rules and Regulations, and the lease shall provide that the owner has done so. All occupants and guests must comply with the Declaration, By-Laws and Rules and Regulations.

Tenants are restricted to the hours between 9 am -11 pm for move in/move out.

Required Lease Terms

1. Each owner covenants and agrees that any lease of a unit shall comply with the following provisions or contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the tenant, by occupancy of the unit, agrees to the applicability of this covenant and incorporation of the following language into the lease.
2. Units may be leased only in their entirety, no fraction or portion may be leased without prior written Board approval.
3. There shall be no subleasing of units or assignment of leases without prior written Board approval.
4. All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship.
5. The lease must list all occupants and their relationship to the tenant, and shall provide that no other persons will occupy the unit without owner's consent.
6. Copy of Lease Agreement must be given to the Board of Directors upon initial lease and upon renewal.
 - a. Must include a copy of tenant's current driver's license or photo ID

**Fourth Amendment to
DECLARATION OF CONDOMINIUM
for
Colony Park Residences
(A Condominium)**

Savannah, Chatham County, Georgia

This Fourth Amendment to Declaration of Condominium is made this ____ day of _____, 2007, by Colony Park Unit Owners' Association, Inc., a Georgia corporation (hereinafter referred to as the "Association").

RECITALS:

A. The Association is the designated condominium association pursuant to that Declaration of Condominium for Colony Park Residences (a Condominium), dated September 16, 1985, and recorded in Deed Book 128A, page 379, Chatham County, Georgia records (the "Initial Declaration").

B. The Association desires to amend the Declaration with this Fourth Amendment to provide for restrictions on the leasing of the Condominium Units, as set forth herein.

C. The Unit Owners have approved this Amendment to Declaration as required by the Initial Declaration, and as certified on Exhibit "A", incorporated herein and made a part hereof by this reference.

NOW, THEREFORE, The Association, by this Declaration, does hereby amend the Initial Declaration as indicated herein.

I. Article IX, Use and Restriction, Paragraph A of the Initial Declaration is hereby amended and restated as follows:

A. Units: Each Unit of the Condominium may be utilized solely for residential usage or purposes, provided such usage is authorized by all applicable governmental regulations and zoning laws. As of the date of this Fourth Amendment to Declaration, the units may NOT be leased or rented by the Unit Owner, except in accordance with the express provisions set forth in this Section:

1. Definition. "Leasing," for purposes of this Declaration, means regular, exclusive occupancy of a Unit by any person or persons other than the Owner (the "Tenant") for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

2. Leasing Program. In order to preserve the character of the Condominium

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as predominantly owner-occupied and to comply with the eligibility requirements for financing in the secondary mortgage market, the leasing of Units shall be governed by the restrictions imposed in this Section. Except as provided herein, the Leasing of Units shall be prohibited as of the date of this Fourth Amendment to Declaration.

3. General. Owners desiring to lease their Units may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit". Such a permit, upon its issuance, will allow an Owner to lease his or her Unit provided that such Leasing is in strict accordance with the terms of the permit and the Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Article. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferable between either Units or Unit Owners, but shall be transferable to successors in title to the same Unit.

4. Leasing Permits. An Owner's request for a Leasing Permit shall be approved if current outstanding Leasing Permits have not been issued for more than twenty-five percent (25%) of the total number of Units in the Condominium, and the Owner is current on all Association dues, assessments and fines. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the failure of a Unit Owner to lease his or her Unit within one hundred eighty (180) days of the Leasing Permit having been issued; (2) the failure of a Unit Owner to have his or her Unit leased for any consecutive one hundred eighty (180) day period thereafter; (3) the occurrence of the date referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit; or (4) the Owner is more than sixty (60) days delinquent on any Association dues, assessments or fines at a time when the Unit is not leased. If current Leasing Permits have been issued for more than twenty-five percent (25%) of the total number of Units, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below twenty-five percent (25%) of the total number of Units in the Condominium. Owners who have been denied a Leasing Permit shall be automatically 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 issued falls to twenty-five percent (25%) or less of the total number of Units in the Condominium. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

5. Hardship Leasing Permits. If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Condominium if the permit is approved, (3) the number of Hardship Leasing Permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein shall include, but not be

limited to, the following situations: (1) where the Owner dies and the Unit is being administered by his or her estate; and (2) the Owner takes a leave of absence or temporarily relocates or is a member of the armed forces and is deployed to a location outside of Chatham County and intends to return to reside in the Unit. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit.

All units owners who are leasing their units as of the date of this Fourth Amendment to Declaration shall be issued Hardship Leasing Permits which shall terminate only upon the sale or transfer of the Unit to someone who is not an immediate family member. "Immediate family member" shall include a spouse, parent, child or stepchild. Transfers to parties who are not immediate family members shall void the leasing permit and subject the unit to the leasing restrictions set forth in this Fourth Amendment to Declaration. Hardship Leasing Permits shall also be issued for Units that have been foreclosed by the holder of a security deed.

6. Lease Form. All leases shall be in writing. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the Tenant and all other people occupying the Unit. The owner must provide the Tenant copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Board the right to approve or disapprove of a proposed Tenant.

7. Required Lease Terms. Each Owner covenants and agrees that any lease of a Unit shall comply with the following provisions or contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the Tenant, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(a) Units may be leased only in their entirety, no fraction or portion may be leased without prior written Board approval.

(b) There shall be no subleasing of Units or assignment of leases without prior written Board approval.

(c) All leases must be for an initial term of not less than one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship.

(d) The lease must list all occupants and their relationship to Tenant, and shall provide that no other persons will occupy the Unit without Owner's consent.

(e) The Tenant shall comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the Tenant, or a person living with the Tenant, violates the Declaration, Bylaws, and the rules and regulations for which a fine is imposed, notice of the violation shall be given to the Owner, and the Tenant, and such fine may be assessed against the Tenant as if he were the Owner of the Unit as provided herein. If the fine is not paid by the Tenant within 30 days or other time period set by the Board, then the Board may demand that the Owner pay the fine upon notice from the Board of the Tenant's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit and shall also be the personal responsibility of the Unit Owner.

(f) Any violation of the Declaration, Bylaws or rules and regulations adopted pursuant thereto by the Tenant, or any guest of Tenant, 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 Tenant 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 Tenant for breaches resulting from the violation of the Declaration, bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the Tenant as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the Tenant, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Unit, shall be the personal responsibility of the Unit Owner.

IN WITNESS WHEREOF, the Association has executed this Fourth Amendment to Declaration on the day and year above first written.

(Signatures on following page)

Signed, sealed and delivered this 12th day of
March, 2007 in the presence of:

Susan D. Leung
Unofficial Witness

Chedick
Notary Public

The Association:

Colony Park Unit Owners' Association, Inc.,
a Georgia corporation

By: [Signature]
Its: President

My Commission Expires: **CHRISTINE R. REDDICK**
~~Notary Public, Bryan County, GA~~
My Commission Expires May 19, 2008 [Corporate Seal]
[NOTARIAL SEAL]



Signed, sealed and delivered this 12th day of
March, 2007 in the presence of:

Susan D. Leung
Unofficial Witness

Chedick
Notary Public

Colony Park Unit Owners' Association,
Inc., a Georgia corporation

By: Judy Newsome
Its: Secretary

[Corporate Seal]

My Commission Expires: **CHRISTINE R. REDDICK**
~~Notary Public, Bryan County, GA~~
My Commission Expires May 19, 2008
[NOTARIAL SEAL]



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EXHIBIT "A"

Certification of Approval by Unit Owners

We hereby certify that the foregoing Fourth Amendment to Declaration was duly adopted in accordance with the procedures set forth in the Declaration of Condominium and By-Laws of Colony Park Residences (A Condominium) dated September 10, 1985 and recorded in Deed Book 128A, Page 379.

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**Colony Park Unit Owners' Association, Inc.,
a Georgia corporation**

Signed, sealed and delivered this 12th day of March, 2007 in the presence of:

Susan D. Wenzlick

By: [Signature]

Its: President

Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

[NOTARIAL SEAL]

CHRISTINE R. REDDICK
Notary Public, Bryan County, GA
My Commission Expires May 19, 2008

Signed, sealed and delivered this 12th day of March, 2007 in the presence of:

Susan D. Wenzlick

By: Judy Newsome

Its: Secretary

Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

[NOTARIAL SEAL]

CHRISTINE R. REDDICK
Notary Public, Bryan County, GA
My Commission Expires May 19, 2008