

If You Want to Rent Your Home:

You must write to the Board of Directors clearing stating your intention to rent your home, either in its entirety or which specific part of the home. If our quota of homes is full you will be notified and given the option of being placed on a waiting list. Sub-leases and multiple family leases are strictly prohibited. When/if you are given the approval to proceed as a rental, you must follow the procedure detailed below.

1. To be eligible to rent your home you MUST:
 - Be in good standing with the HOA (no outstanding fees, violations, etc.)
 - Have owned and PHYSICALLY LIVED IN the home for a minimum of one year.

2. After receiving approval to lease your home, and before placing a tenant, you MUST:
 - Submit the tenant application (included in this document).
 - Submit the tenant's form confirming they will abide by our covenants (included in this document).
 - Submit the required addendum (included with the tenant application).
 - Submit current copies of government issued IDs for ALL adults that will be in the home.
 - Submit a copy of your lease, which must be for a minimum of one year, no longer than two years, and there cannot be a "month to month" option.
 - Submit copies of both the background check and credit check.
 - Include the administrative fee (currently \$650 as of 09/01/2023), payable to Martins Farm HOA (fee will be returned if the applicant is denied).

3. You must initial that you understand and agree with the "three strike rule" as defined in the addendum and also below:

THREE STRIKE RULE: Homeowner(s) AND tenant(s) acknowledge that three violations of Martins Farm covenants within a 12 month period will serve as grounds for non-renewal of lease, OR the tenant leaving the property within 12 months of the third strike, whichever is shorter. Violations shall exclude items that are the responsibility of the homeowner as agreed upon in their approved lease.

Homeowner(s)' Initial(s): _____ . Date: _____

Once EVERYTHING is submitted to the Board of Directors, the Board has 15 business days to review and respond. Our mailing address is PO Box 725, Suwanee, GA 30024, and our email is MartinsFarm.HOA.BOD@gmail.com. The 15 business days do not begin until all required items are received and acknowledged.

IF A RENTER IS PUT IN PLACE WITHOUT FOLLOWING THE ABOVE PROCESS:

- The owner will be required to evict the tenant at the owners' expense.
- Pay a fine of \$5,000 to Martins Farm HOA.
- The privilege of renting the home is suspended for one (1) year. At that time the owner may apply as a rental home, but there is no guarantee of approval.

Any questions should be submitted to the Martins Farm Board of Directors at MartinsFarm.HOA.BOD@gmail.com. By signing below you agree you have read and understand all items listed above and agree to follow the process as described.

Homeowner(s)' Signature(s): _____ . Date: _____

Martins Farm Homeowners' Association
PO Box 725
Suwanee, GA 30024
MartinsFarm.HOA.BOD@gmail.com

Required Forms for Leasing

Date:

This form must be completed in its entirety; incomplete forms will be returned and not processed. The Board of Directors has 15 business days from date of receipt of this form AND all required corresponding documents to respond to this request. The 15 business day period does not begin until all completed documents are received and acknowledged by the Board of Directors, as listed further below.

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If the owner of the property does not reside in the home, anyone living in the home is considered a tenant / renter regardless of the amount of rent or family affiliation. This form must be completed and fee paid as noted.

Signature of Homeowner: I agree with all terms set forth on this form and understand I am responsible for all actions of my tenant(s) and any costs the HOA may incur due to my tenant's actions (including but not limited to damage to common areas, etc.):

Homeowner Signature:
Homeowner Printed Name:
Homeowner Email Address:
Homeowner Street Address:
Homeowner Phone Number:
(Sign this digitally by typing in your name)

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== If homeowner is using a property management company the following information must be completed:

Name of Property Management Company (PMC): _____

Email Address of PMC: _____

Contact Person and Phone Number at PMC: _____

Address of PMC: _____

Required Information regarding New Tenant:

Tenant(s) Name:

Name of Additional Family Members Residing in Home:

Tenant(s) Email Address(es):

Tenant(s) Phone Number(s):

— AFTER receiving approval to lease your home, and BEFORE placing a tenant, you MUST include the following paperwork with this form:

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- Submit the required addendum (included with the tenant application).
- Submit current copies of government issued IDs for ALL adults that will be in the home.
- Submit a copy of your lease, which must be for a minimum of one year, no longer than two years, and there cannot be a “month to month” option.
- Submit copies of both the background check and credit check.
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You must initial that you understand and agree with the “three strike rule” as defined in the addendum and also below:

THREE STRIKE RULE: Homeowner(s) AND tenant(s) acknowledge that three violations of Martins Farm covenants within a 12 month period will serve as grounds for non-renewal of lease, OR the tenant leaving the property within 12 months of the third strike, whichever is shorter. Violations shall exclude items that are the responsibility of the homeowner as agreed upon in their approved lease.

Homeowner(s) Initial(s): _____ . Date: _____

THIS ADDENDUM MUST BE SIGNED AND INCLUDED WITH ALL LEASES FOR PROPERTIES IN MARTINS FARM / MARTINS FARM ESTATES.

Any lease of a Lot at the Community shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall 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 the existence of this covenant.

Any lessee, by occupancy of a Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

Liability for Fines and Other Charges: Lessee agrees to be jointly and severally liable to the Association with the Lot Owner for payment of all fines and other charges which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the Rules and Regulations adopted pursuant thereto.

Compliance With Declaration: Bylaws, and Rules and Regulations: Lessee agrees to abide by and comply with all provisions of the Declaration, Bylaws and Rules and Regulations adopted thereto. Any violation by lessee of the Declaration, Bylaws, or Rules and Regulations adopted pursuant thereto may subject the Lessee and the Owner jointly to fines as provided in this Declaration, and such violation may be deemed a violation of the terms of the lease which 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 (Martins Farm HOA), acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto. In the event grounds for eviction exist, upon notice by the Association, the Owner shall be required to evict its tenant.

The Owner's failure so to do, within a reasonable time specified in the notice, shall give the Association the power and right to evict the tenant on behalf of the Owner. All Owners irrevocably appoint the Association as agent for the Owner for this purpose. **In the event the Association proceeds to evict the tenant, all costs incurred by the Association for such proceeding, including attorney's fees and court costs, shall be specially assessed against the Lot Owner thereof,** such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof, and shall be collectible from that Lot Owner in the same fashion as other assessments levied against him.

THREE STRIKE RULE: Homeowner(s) AND tenant(s) acknowledge that three violations of Martins Farm covenants within a 12 month period will serve as grounds for non-renewal of lease, OR the tenant leaving the property within 12 months, whichever is shorter. Violations shall exclude items that are the responsibility of the homeowner as agreed upon in their approved lease.

Signed: Owner:

Signed: Lessee:

Date:

Approvals from the Board of Directors are valid for 90 days. If tenant does not move in within this time frame, the approval forms must be resubmitted to the Board of Directors along with the admin fee. Please contact the Martins Farm HOA Board of Directors at the email address above with any questions.