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- Three Strike Rule
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- Reference Form
- Financial Hardship Information

All forms are required, in addition to background check, credit check, government issued IDs for all tenants above the age of 18, signed lease and payment. The BOD reserves the right to require additional information if necessary.

FREQUENTLY ASKED QUESTIONS REGARDING LEASING

Please take the time to read this very important information. Recently the Board of Directors (BOD) has received questions about renting homes. Our website “MartinsFarm.com” has the complete updated leasing covenant. We have summarized some basic information below. If you are not sure about something please ask the BOD at MartinsFarm.HOA.BOD@gmail.com.

— Can I rent my home without notifying the Board of Directors:

NO! There are strict consequences for proceeding without approval, including but not limited to:

- 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.

— Can I rent my home to several families or use it as an AirBnB?

NO! Homes in our subdivision are single family homes only, and may be leased accordingly. Multi-family leases, adult children with significant others/life partners, sub-leases, short term leases, AirBnBs, and similar leases (not limited by those listed) are strictly prohibited.

— If my tenant causes damage to the common areas who is responsible?

The owner of the home is responsible for all costs associated with the damage. The owner may require their tenant to pay them, but the HOA deals with the owner **ONLY**.

— If I have an approved rental, can my tenant(s) use the amenities?

Yes, provided all required paperwork is on file. Only one gate key is provided per home, and the owner is responsible for any and all damages caused by their tenant(s) and their guests.

— Do I have to provide updated information at the end of each lease to the Board?

Yes! It is critical to keep current information on file with the Board. While we will try to remind you as the lease approaches the end, it is the homeowners’ responsibility to be sure they are current in all documentation. Not remaining current endangers the rental approval, which can be withdrawn due to violations of our covenants / policies.

— I do not live in my home but allow extended family members to reside there. Can I still rent to others?

No! 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.

— What if my tenant causes a covenant violation?

The homeowner will be contacted and be responsible for any and all consequences of the violation, including but not limited to fines, deactivation of gate key card, eviction of tenant.

If You Would Like to Rent Your Home:

You must write to the Board of Directors clearly stating your intention to rent your home. If our quota of homes is full you will be notified and placed on a waiting list. Homes in our subdivision are single family homes only, and may be leased accordingly. Multi-family leases, adult children with significant others/life partners, sub-leases, short term leases, AirBnBs, and similar leases (not limited by those listed) are strictly prohibited.

When/if you are given the approval to proceed as a rental, you must follow the procedure detailed below:

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.

After receiving approval to lease your home, and before placing a tenant, you **MUST**:

- Submit the tenant(s) application (included in this document).
- Submit the tenant(s)' form confirming they acknowledge and will abide by our covenants (included in this document).
- Submit the required addendum (included in this document).
- Submit written references from the landlords for the last three years, with contact information for the HOA to verify reference (included in this document).
- Submit current copies of government issued IDs for ALL adults that will be in the home.
- Submit a copy of your signed lease, which must be for a minimum of one year. Leases may be no longer than one year in duration for entire house rental, and two years in duration for owner occupied rentals. There cannot be a "month to month" option in any lease.
- Submit copies of both the background check and credit check.
- Include the administrative fee (currently \$700 as of 01/01/2025 but subject to change), payable to Martins Farm HOA (fee will be returned if the applicant is denied).

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

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 six (6) month period will serve as grounds for non-renewal of lease. The Board of Directors reserves the right to require eviction if the violation(s) are severe enough (at the Board of Director's discretion), as stated in the leasing covenant section iii, page 6: "*....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 full updated leasing covenant is available online at our website MartinsFarm.com.

Violations shall exclude items that are the responsibility of the homeowner.

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

Our email is MartinsFarm.HOA.BOD@gmail.com and the mailing address is PO Box 725, Suwanee, GA 30024. We recommend using the email as the fastest method of communication.

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 to use the home as a rental home, but there is no guarantee of approval. If there is a waiting list for rentals the application will go to the end of the list.

Any questions should be submitted to the Martins Farm BOD 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: _____

APPLICATION FOR POTENTIAL TENANTS

****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.****

Homeowner: I agree with all terms set forth in the forms, policies and rules of leasing my home 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, fines for violations, etc.). I further understand and agree that all communication will take place between the HOA / BOD and homeowner/HOA member. Communication with the tenant(s) will be the sole responsibility of the homeowner/HOA member.

Homeowner Signature:

Homeowner Printed Name:

Homeowner Email Address:

Homeowner Street Address:

Homeowner Phone Number:

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, Email and Phone Number at PMC:

Mailing Address of PMC:

Required Information regarding New Tenant(s)

Tenant(s) Name:

Name(s) and ages of all others residing in home and relation to above named tenant(s):

Tenant(s) Email Address(es):

Tenant(s) Phone Number(s):

THREE STRIKE RULE

THREE STRIKE RULE: Homeowner(s) AND tenant(s) acknowledge that three violations of Martins Farm covenants within a six (6) month period will serve as grounds for non-renewal of lease. The Board of Directors reserves the right to require eviction if the violation(s) are severe enough, as stated in the leasing covenant section iii, page 6: “....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 full updated leasing covenant is available online at our website MartinsFarm.com.

Violations shall exclude items that are the responsibility of the homeowner.

Homeowner/HOA Member: By signing below I affirm that I understand and agree with the three strike rule and have explained it clearly and concisely with my potential tenant(s):

Homeowner(s)' Signature(s):

Date:

Potential Tenant(s) (all tenants over the age of 18 must sign): By signing below I affirm that I understand the three strike rule, the mandatory covenants (available online at MartinsFarm.com and also from your landlord), and will abide by all covenants, rules, policies and regulations of Martins Farm:

Potential Tenant(s) Signature(s):

Date:

MANDATORY ADDENDUM

THIS ADDENDUM MUST BE SIGNED BY ALL HOMEOWNERS/HOA MEMBERS WISHING TO LEASE AND POTENTIAL TENANT(S), AND INCLUDED WITH ALL LEASES FOR PROPERTIES IN MARTINS FARM / MARTINS FARM ESTATES.

This addendum is taken verbatim from the updated leasing covenant located on our website, MartinsFarm.com

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.

Violations shall exclude items that are the responsibility of the homeowner.

Homeowner(s)' Signature(s):

Date:

Tenant(s)' Signature(s):

Date:

Approvals from the Board of Directors are valid for 90 days. **If tenant does not move in within this time frame, approval shall be null and void.** All 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.

REQUIRED REFERENCE FORM

Potential tenant(s) are required to provide references from their landlord(s) for the past three years. Please provide a written statement including the landlord's name, home address, telephone number and email. All references will be verified.

Martins Farm HOA
Financial Hardship Rental Exception Policy
Effective Date: October 21, 2025

Purpose: To provide a fair, equitable, and transparent process for homeowners seeking an exception to the Martins Farm HOA rental cap, as outlined in our leasing covenant 7.5(b), due to financial hardship, while preserving the community's standards.

Definition of Financial Hardship: Financial hardship is defined as a significant, unforeseen reduction in household income or unexpected expenses that severely impair the homeowner's ability to meet essential financial obligations, such as mortgage payments, utilities, or other critical living expenses. Examples include job loss, medical emergencies, or other uncontrollable circumstances.

Eligibility:

To be considered for a financial hardship rental exception, homeowners must demonstrate that:

1. The hardship is significant, unforeseen, and beyond their control.
2. Renting the property is necessary to avoid foreclosure, severe financial distress, or other substantial harm.
3. The request complies with all other Martins Farm HOA covenants, bylaws, rules and regulations.

Application Process:

Homeowners seeking a financial hardship rental exception must submit a complete packet to the HOA Board of Directors via email at MartinsFarm.HOA.BOD@gmail.com . The packet must include:

1. **Written Statement:** A detailed explanation of the financial hardship, including the circumstances leading to the request (e.g., job loss, medical expenses) and why renting is necessary. If applicable, include details for all household members contributing to finances.
2. **Financial Documentation:**
 - Most recent federal tax return or equivalent (e.g., W-2s, 1099s) showing total household income.
 - Bank statements or pay stubs for the past three months to verify income reduction.
 - Expense records, such as mortgage statements, utility bills, disconnect notices, or medical bills, demonstrating financial strain.
3. **Proposed Rental Plan:** Details of the intended rental, agreeing to a one year tenancy ONLY, affirmation that you will follow the tenant screening process as outlined, and commitment to maintaining property standards per HOA rules.
4. **Additional Information:** Any other relevant documents (e.g., termination letter, proof of unexpected expenses) or information the homeowner wishes the Board to consider.
5. **Board's Right to Request:** The Board reserves the right to request additional documentation to verify the hardship, if necessary.

Review Process:

1. Applications will be reviewed by the Board within one week from the time the completed packet is received.
2. The Board will evaluate requests based on the severity of the hardship, completeness of documentation, and impact on the community's rental cap and standards.
3. Decisions will be communicated in writing to the homeowner within ten days of receipt of the information.
4. Approvals are discretionary and not guaranteed, as the Board must balance individual needs with community interests.

Approval Conditions:

1. **Duration:** Approved exceptions are temporary. Once approval is given the homeowner has 90 days to place a tenant, after completing the approval process and receiving written approval from the Board. Leases will last one year; short term or longer terms are not allowed. Approval to continue renting is renewable only with updated documentation proving ongoing hardship.
2. **Compliance:** Homeowners must adhere to all HOA rental regulations, including tenant screening, property maintenance, and timely payment of any applicable rental fees.
3. **Revocation:** The Board may revoke approval if the hardship no longer exists, documentation is found to be inaccurate, or the rental violates HOA rules. If revocation occurs, it will be the responsibility of the homeowner to evict the tenant(s) and end the lease immediately, at the owner's expense.

Confidentiality:

All information submitted for a hardship exception will be kept strictly confidential, accessible only to the Board, and used solely for evaluating the request.

Appeals:

If a request is denied, homeowners may appeal in writing within one week of the decision, providing additional information for reconsideration. The Board's decision on appeal is final.