

MINUTES

LEGACY PARK COMMUNITY ASSOCIATION, INC. – BOARD OF DIRECTORS PLANNING SESSION APRIL 15, 2008

Attendance:

Allen Massey
Tom King
Michael Shambaugh

Mike Sesan
Tom Cavanaugh
Lisa Neff

Joanne Weaver
Trasey Welton

Meeting opened at 6:40 p.m.

Motion 2008-014: Allen Massey made a Motion to allow any non-profit organization to approach the Legacy Park Activities Director in order to sell concessions during the garage sale.

Motion Approved Unanimously 4 – 0.

The board agreed to ask the Marketing Committee to make some recommendations regarding marketing open houses that are for sale and possibly allowing limited signage on common property, but does not become a burdensome project for the HOA staff.

The board discussed the request of completely fencing in the Madison Playground and agreed that the additional fencing is not necessary.

Motion 2008-015: Tom Cavanaugh made a Motion to provide the following amended Lease Addendum to Michael Rome, the Association's Attorney for review, the original provided by the Rental Committee is attached hereto:

1. Tenant agrees and acknowledges that Legacy Park is a Covenant enforced community, is aware of the Legacy Park Design Guidelines and Community Rules & Regulations that can be located at www.legacypark.org.
2. Tenant agrees and acknowledges that they must abide by the Legacy Park Covenants, Design Guidelines, and Community Rules & Regulations, and that Pursuant to the By-Laws of Legacy Park Community Association, Inc. 3.22, in the event that any occupant, guest or invitee of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association.
3. Notwithstanding any term designation to the contrary in this agreement, the initial term of this lease is a minimum of 12 months.
4. A deposit in the amount of at least one month rent is due to the property owner upon inception of this lease, notwithstanding any deposit amount specified elsewhere in this agreement. Such deposit will be returned to the tenant by the property owner only upon successful completion of the full lease term as specified in this agreement, and only after any repair or unusual maintenance expenses has been deducted by the property owner.

Motion Approved 3 – 2, Yay: Allen Massey, Tom Cavanaugh, Tom King; Nay: Mike Sesan and Mike Shambaugh. Mike Shambaugh provides the following explanation: I voted no because, in my opinion, the addendum language was weakened significantly by the changes made at the planning session. I whole-heartedly support the stronger language in the original addendum recommendations as delivered to the Board by the rental committee.

Motion 2008-016: Tom Cavanaugh made a Motion to provide the following Owner Acknowledgment which was provided by the Rental Committee and has not been amended to Michael Rome, the Association's Attorney for review:

As a property owner in Legacy Park who intends to offer their property for rent, I acknowledge and agree to the following:

- 1) Pursuant to the Covenants and Bylaws of Legacy Park, the Association Board has enacted rules and regulations governing the lease/rental of properties within the neighborhood. As a property owner who intends to lease/rent their property, it is my responsibility to follow those rules and regulations.
- 2) The rules and regulations governing leased/rental properties are published by the Association via the design guidelines, the Legacy Park web site, and postal mail, as well as being available for any property owner from the HOA office, and I have received a copy of those rules and regulations.
- 3) I have received a copy of the required lease addendum, and will incorporate it into all leases initiated on property I own within Legacy Park that is offered for rent or lease.
- 4) It is my responsibility as a property owner to ensure that the HOA has on file my full and correct mailing address and telephone number, whether or not I reside within Legacy Park.
- 5) Subject to the Association's responsibility to notify property owners of all changes, it is my responsibility as a property owner within Legacy Park to stay informed about the current rules and regulations.
- 6) Per the Bylaws of the Association, any fine or penalty imposed upon a tenant in a Legacy Park property which is not satisfied by the tenant becomes the responsibility of the property owner.

Motion Approved Unanimously 4 – 0.

Motion 2008-017: Tom Cavanaugh made a Motion to approve the Employee Handbook provided by Administaff. **Motion Approved Unanimously 4 – 0.**

Meeting adjourned at 10:00 p.m.

As requested, the Rental Committee has come up with some suggested elements for the lease addendum specified in the rental rules.

Recommended Addendum Elements as Submitted by the Rental Committee

- 1) Tenant agrees and acknowledges that Legacy Park is a Covenant enforced community, and has received a copy of the Legacy Park Design Guidelines and Community Rules & Regulations.
- 2) Tenant agrees and acknowledges that they must abide by the Legacy Park Covenants, Design Guidelines, and Community Rules & Regulations, and that the Legacy Park Bylaws require that the Association first collect any fines or penalties for violations committed by the tenant from the tenant.
- 3) Notwithstanding any term designation to the contrary in this agreement, the term of this lease is a minimum of 12 months.
- 4) A penalty in the amount of at least three months rent will be due to the property owner upon early termination of this lease, notwithstanding any penalty amount specified elsewhere in this agreement.
- 5) A deposit in the amount of at least two months rent is due to the property owner upon inception of this lease, notwithstanding any deposit amount specified elsewhere in this agreement. Such deposit will be returned to the tenant by the property owner only upon successful completion of the full lease term as specified in this agreement, and only after any repair or unusual maintenance expenses has been deducted by the property owner.

Owner Acknowledgment

As a property owner in Legacy Park who intends to offer their property for rent, I acknowledge and agree to the following:

- 1) Pursuant to the Covenants and Bylaws of Legacy Park, the Association Board has enacted rules and regulations governing the lease/rental of properties within the neighborhood. As a property owner who intends to lease/rent their property, it is my responsibility to follow those rules and regulations.
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- 3) I have received a copy of the required lease addendum, and will incorporate it into all leases initiated on property I own within Legacy Park that is offered for rent or lease.
- 4) It is my responsibility as a property owner to ensure that the HOA has on file my full and correct mailing address and telephone number, whether or not I reside within Legacy Park.
- 5) Subject to the Association's responsibility to notify property owners of all changes, it is my responsibility as a property owner within Legacy Park to stay informed about the current rules and regulations.
- 6) Per the Bylaws of the Association, any fine or penalty imposed upon a tenant in a Legacy Park property which is not satisfied by the tenant becomes the responsibility of the property owner.

Signature: _____

Date: _____