

Leasing & Occupancy Regulations for Legacy Park

The Leasing & Occupancy Regulations for Legacy Park originally adopted by the Board of Directors the *17th day of January, 2008*, pursuant to the Declaration of Covenants for Legacy Park subdivision (“Declaration”), are here by amended by the Board of Directors this *17th day of December, 2019*, by modifying the administrative fee and adding paragraph 8 to the Landlords Acknowledgment, effective *January 1, 2020*.

1. **Minimum Lease Term.** All leases shall be in writing, and the minimum lease term is 12 months. Month-to-month leases are strictly prohibited.
(Pursuant to authority under Section 12.4(f) of the Declaration.)
2. **Lease Addendum & Owner Acknowledgment.** Property owners shall include and attach a mandatory lease addendum to leases executed after March 1, 2008, the form and substance of which shall be promulgated and as is amended from time to time by the Board, regarding reasonable rules and obligations. Property owners shall sign an acknowledgment regarding attachment and receipt of said addendum by the lessee(s), and regarding certain obligations of the property owner.
(Pursuant to authority under Paragraph 4 of Exhibit “C” to the Declaration.)
3. **Copy of Lease.** Within ten days of the inception of a lease, the property owner must submit a copy of the fully executed lease to the Association.
(See Paragraph 4 of Exhibit “C” to the Declaration.)
4. **Additional Required Information.** Within ten days of the inception of a lease, and upon any change in lessees of a property under an existing lease, the property owner must submit to the Association the full and legal names, dates of birth, and a photocopy of a government issued photo ID of all lessees named in the lease and other tenants, 18 years and older living in the house, as well as the property owner’s current physical mailing address and any subsequent changes to the mailing address.
(Pursuant to authority under Paragraph 4 of Exhibit “C” to the Declaration.)
5. **Administrative Fee.** Within ten days of the inception of a lease, the property owner must pay an administrative fee of \$200 to the Association. This fee shall include an issuance of amenity access ID cards to the tenant(s) listed on the lease. Said fee shall continue to be paid on an annual basis on the anniversary date until expiration or termination of the lease. This fee is non-refundable. Existing leases that are on file in the HOA office by March 1, 2008, shall be exempt from the initial fee; otherwise they are subject to the fee.
(Pursuant to authority under Section 12.4(f) of the Declaration.)
6. **Occupancy Limitation.** No single property shall be occupied by an average of more than two persons per bedroom, as a bedroom is defined on the house blueprints and design. *Example:* A three-bedroom house shall not contain over six occupants.
(Pursuant to authority under Section 12.4(c) of the Declaration.)

Any Violation of the above Regulations will result in a daily fine of \$25 per violation.

LEGACY PARK COMMUNITY ASSOCIATION, INC.
LEASE ADDENDUM
TENANT ACKNOWLEDGMENT

1. Tenant agrees and acknowledges that Legacy Park is a Covenant protected community, and acknowledges receipt of a copy of the Legacy Park Design Guidelines for Modifications & New Construction and Community Rules & Regulations (Revised December 17, 2019), and further acknowledges that a copy of the Legacy Park Declaration and Bylaws, as amended, can be located at www.legacypark.org.

2. **Tenant agrees and acknowledges that they must abide by the Legacy Park Covenants, Bylaws, Design Guidelines, and Community Rules & Regulations**, and that pursuant to the By-Laws of Legacy Park Community Association, Inc. (Section 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 the main Lease Agreement, the initial term of this Lease is a minimum of twelve (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 the main Lease 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 Lease Addendum and only after any repair or maintenance expenses have been deducted by the property owner.

Lessee Name(s): _____

Lessee Signature(s): _____

Property Address: _____

Date: _____

**LEGACY PARK LANDLORD
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.
2. The Leasing & Occupancy Regulations for Legacy Park enacted on January 17, 2008, and amended May 15, 2008, March 19, 2009, January 20, 2011, and December 17, 2019, governing leased/rental properties are attached to this Acknowledgement, as well as published by the Association at the Legacy Park web site, and I acknowledge that I have received a copy of those Leasing Regulations.
3. I have also 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 and obtain the signatures of my lessees on this document.
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, and to provide copies of the current Rules and any amendments to my tenants.
6. I specifically acknowledge that 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.
7. I acknowledge that per the Bylaws of the Association, any violation letter received will serve as 10 days notice that the Association *may* exercise its right to come onto my property to correct the violation. If it is necessary for the Association to correct the violation, the owner will be charged all related expenses and costs, ***including a 25% administrative fee.***
8. I acknowledge that I will not place any marketing signage, such as "For Rent" signs, on any property within Legacy Park. I acknowledge that I will receive one written warning violation and all further offenses on any property I own will incur a \$500 fine.

Owner's Name(s): _____

Owner's Signature(s): _____

Property Address: _____

Mailing Address: _____

Date: _____