

# Prestwick Homeowners Association, Inc.

## Request for Leasing Permit

**Leasing Permit is requested for the following address:**

**Prestwick Property Address:** \_\_\_\_\_

**Owner's Name:** \_\_\_\_\_

**Owner's Contact Info (email/phone):** \_\_\_\_\_

**Date of Request:** \_\_\_\_\_

**Please Provide the Following Information:**

- **How long has the Owner lived in the Prestwick Lot?**  
\_\_\_\_\_
  
- **Is the Owner current on all payment obligations to the Prestwick HOA?**  
 Yes  No
  
- **Is the proposed lease term 12 months or longer?**  
 Yes  No
  
- **Is the proposed lease being submitted to the Prestwick Board of Directors at least fifteen (15) days before entering into a lease?**  
 Yes  No
  
- **Does the proposed lease contain the language required by Article 9(b)(8)(iii) (see attached Exhibit "A" for required lease language) of the Prestwick Covenants?**  
 Yes  No
  
- **Have you attached a copy of the Homeowner's Insurance Policy's Declarations Page or certificate of insurance (with at least Replacement Cost Value coverage) covering the Lot?**  
 Yes  No
  
- **Is a copy of the proposed lease attached?**  
 Yes  No

**Submitted By (Print Name):** \_\_\_\_\_ **Signature:** \_\_\_\_\_

Email the completed form and necessary document to Prestwick HOA Board of  
Directors: [PrestwickHOA1@gmail.com](mailto:PrestwickHOA1@gmail.com)

## EXHIBIT "A"

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Permit, an Owner must keep and maintain at all times homeowners' insurance coverage sufficient to cover the Replacement Cost Value of the Lot, in the event of damage or destruction to the portions of the Lot for which he or she is responsible to maintain and repair. Any Owner seeking a Leasing Permit or Hardship Leasing Permit must, at the time of his or her application for such a Permit, deliver to the Board of Directors a certificate of insurance, Declarations Page, or other sufficient evidence of a valid and enforceable policy of insurance. Failure to submit such evidence with an application for a Leasing Permit or a Hardship Leasing Permit shall be grounds for denial of a Leasing Permit or a Hardship Leasing Permit.

(iii) Liability for Assessments; Compliance. 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 existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Compliance with Declaration, By-Laws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration, By-Laws and Association Rules and Regulations and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his or her Lot to comply with the Declaration, By-Laws and Association Rules and Regulations, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased or occupied in violation of this Article or if the Owner, lessee, or a person living with the lessee, violates the Declaration, By-Laws, or Rules and Regulations, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner, to suspend all voting and/or Common Element use privileges of the Owner. Occupants and unauthorized tenant(s) and to suspend all common services to the Lot paid for by the Association as a common expense, if any, subject to the provisions of this Declaration and the By-Laws, and to immediately revoke

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any Leasing Permit or Hardship Leasing Permit granted to such Owner.

If a Lot is leased or occupied in violation of this Article, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, By-Laws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, 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, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf of the Owner, in accordance with the terms hereof. This power and authority in favor of the Association is irrevocable by death or otherwise, coupled with an interest, and cumulative of any other rights and remedies available to the Association. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs incurred by the Association, including but not limited to all reasonable attorney's fees actually incurred, all costs of collection, all costs of performing a physical eviction, and all court costs associated with the eviction action shall all be both a personal obligation of the Owner and Lessees, and a lien against the Lot.

(2) Liability for Assessments. When an Owner who is leasing his or her Lot fails to pay any annual or special assessment, or any other charge, for a period of more than thirty (30) days after it is due and payable, then without prior notice or demand, the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, the lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, said lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of

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the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If said lessee fails to comply with the Board's request to pay assessments or other charges, said lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.