

**AVONDALE ESTATES CONDOMINIUM ASSOCIATION, INC.**

**BOARD OF DIRECTORS RESOLUTION**

**LEASING ADMINISTRATIVE RULES**

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WHEREAS the Board of Directors of the Avondale Estates Condominium Association, Inc. (the "Association") is empowered to adopt reasonable rules and regulations pertaining to its administration of leasing and the enforcement of the provisions of 'Paragraph 14 – Leasing' found in the Amended and Restated Declaration of Condominium for The Condominium of Avondale Estates (the "Declaration"), recorded on the real estate records of DeKalb County at Deed Book 28337, Page 635.

WHEREAS Paragraph 9 of the Declaration provides the Board to make and enforce reasonable rules and regulations governing the use of the Association;

WHEREAS Paragraph 13 of the Declaration provides the Board to adopt rules and regulations relating to Use Restrictions, including leasing;

WHEREAS Paragraph 14 of the Declaration prescribes limitations on leasing including, *inter alia*, strictly prohibiting short-term renting such as AirBnB, VRBO, and HomeAway rentals, and prohibiting any leasing for an initial term of less than one year and fractional leasing (or room-only "Partial Unit Leasing") subject to exceptions permitted by the Board in its reasonable discretion;

WHEREAS Paragraph 14 of the Declaration entitled Leasing provides that leasing and the nature of occupancy in the community is subject to all rules, restriction and regulations pertaining thereto;

WHEREAS, it is understood by the Board that efforts are sometimes employed to evade and violate the leasing restrictions in the Community and the plain meaning of the leasing provisions found in the Declaration and therefore certain leasing administrative rules would benefit the enforcement of Paragraph 15 of the Declaration and the Association's regulation of leasing overall;

WHEREAS, the Board believes it to be in the best interest of the Association to adopt regulations to prohibit and curtail such actions;

NOW, THEREFORE, BE IT RESOLVED that the "Approved Leasing Period" is defined in accordance with Paragraph 14(d) of the Covenants as 'The minimum allowed leasing period for a Unit, which is one (1) year except with advance written permission (per new lease) of the Board of Directors', and which in no case shall be a short-term period of less than 6 months;

BE IT FURTHER RESOLVED that "Short-Term Listing" is defined as any advertisement or listing of a Unit which gives the impression, explicitly or implicitly, that a Unit may be able to be leased for less than the Approved Leasing Period;

BE IT FURTHER RESOLVED that "Partial-Unit Listing" is defined as any advertisement or listing of a Unit which gives the impression, explicitly or implicitly, that a Unit may be able to be leased in a manner consistent with Partial Unit Leasing;

BE IT FURTHER RESOLVED that "Short-Term Listing Site" is defined as "Any site - be it virtual or physical - which allows searching or viewing rental availability by day or week rather than month, or which allows reservations or requests to be made for any rental for less than the Approved Leasing Period, or which has on offer any rentals available for other than a 6-month or 1-year minimum lease period, or which gives the impression explicitly or implicitly that a Unit might be able to be leased for less than the Approved Leasing Period. This includes but is not limited to short term-rental websites (for example, VRBO, AirBnB, PadSplit, FurnishedFinder), and any other websites, mobile applications, web pages, web ads, newspaper ads, trade magazine entries, mobile app entries, or paper list entries which meet any of the four criteria above);

NOW, THEREFORE, BE IT RESOLVED that Owners shall not offer their Units for less than the Approved Leasing Period or as Short-Term Listings or as Partial-Unit Listings;

BE IT FURTHER RESOLVED that Owners shall not list their Units on any Short-Term Rental Site;

BE IT FURTHER RESOLVED that in the event of ambiguity or dispute over whether a desired Unit listing or listing site meets the definition of Short-Term Listing or Short-Term Listing Site, the Board shall have sole discretion to approve or reject the listing and its listing site;

BE IT FURTHER RESOLVED that Owners shall not engage any action, communication effort, or be complicit therewith, to breach any lease agreement so as to induce a Short Term rental or Short Term Leasing situation despite a written lease that ostensibly conforms to the Association's provisions on Short Term Listing;

BE IT FURTHER RESOLVED that Owners shall not have the ability to re-lease a Unit until the expiration of the Approved Leasing Period of the initial lease should early termination of the subject lease occur resulting in a leasing term of less than the Approved Leasing Period by the tenant(s) or occupant(s) of the Unit. The Owner shall promptly notify the Board of the termination within ten (10) days of the departure of the tenant(s) or occupant(s) to prevent revocation of the Leasing Permit pursuant to Paragraph 14(a)(ii).

BE IT FURTHER RESOLVED THAT violations of Paragraph 14 including this Resolution as described, *supra* shall be subject to a single occurrence fine of up to \$1,000.00 and daily fines of \$25/day; and

BE IT FURTHER RESOLVED THAT failure to comply with any of the foregoing rules and regulations shall result in a suspension of (1) the Owner's right to vote in Association matters,

(2) the Owner's and any Occupant's or Tenant's right to use the Association's Common Property, including, without limitation, all amenities and parking and (3) the imposition of fines consistent with Paragraph 21 of the Declaration, as further described above. The Association further reserves all additional enforcement remedies allowed under Georgia law, the Nonprofit Corporation Code or the Association's governing instruments.

SO ADOPTED AND EFFECTIVE by the Board of Directors of the Association, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**AVONDALE ESTATES  
CONDOMINIUM ASSOCIATION, INC.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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