

Winter Rose Homeowners Association

Leasing Prohibition Q & A

This document should only be used to get quick answers to some very common questions regarding the Winter Rose community leasing prohibition. This document should not by any means be the main source of reference regarding this issue. You should refer to the Leasing Prohibition Amendment document for complete information regarding this matter.

What is "leasing"?

In the Amendment "leasing" means that the owner does not live in the house and someone else who is not his or her child, parents or spouse does. The actual financial arrangement between the owner and the non-owning occupant is irrelevant. It could be leasing, caretaking, renting, staying for free, or any other arrangement.

Who can live in the house if the owner is not living there?

- An owner's child.
- An owner's parent.
- An owner's spouse.
- Anyone else as long as the owner has a Leasing Permit approved by the HOA Board.

I own my home, and I live in it. Can I rent out a room to someone who is not my child, parent or spouse?

Yes, subject to other provisions in the Covenants and to County and City law. The key point is that the owner has to live in the house too. No Leasing Permit is necessary in this case.

Mom & Dad own my house, and I live in it. Mom & Dad live someplace else. Can I have a roommate?

The Amendment is not very clear on this situation, but in practice the HOA Board has allowed it.

Can I lease for a short term period?

You can lease for a period of up to twelve months with a written Leasing Permit from the HOA Board. The written Leasing Permit specifies who will rent your home, how the yard will be maintained, and so forth. It is important to note that you can do this only once every five years.

What is "undue hardship"?

If you need more than twelve months in a five year period, you can apply to the Board for a Leasing Permit to avoid undue hardship. Under Georgia case law, it appears that the Board would be expected to grant a hardship waiver in three cases: (1) you are **temporarily** transferred out of town by your employer, who is paying your expenses out of town; (2) you cannot sell your house at "fair market value" and want to lease it until you can; (3) the owner dies, and the house cannot be sold until the estate settles. If these situations apply to you, please contact the Board.

What does "primary residence" mean?

There are no hard and fast answers to this, but there are some things that, put together, indicate that your home in Winter Rose is your primary residence. If you own another home someplace else, your homestead exemption should be for your home in Winter Rose, and you should live here most of the time. Your driver's license should have your Winter Rose address as should your tax return. You should vote here. We do recognize that some owners have jobs that require frequent and sometimes extended travel. If this is the case, please talk to the HOA Board.

What happens if I am in violation of the Amendment?

The HOA Board will make every effort to work with you to bring you back into compliance with the Declaration of Covenants. In the end, however, it is the Board's responsibility to ensure that all homes in the community are in compliance with the Declaration.