



330 MCGILL PLACE

EST. 1986

Thank you for your interest in joining the 330 McGill Place community. Below are portions of the 330 McGill Place Declarations that address our community's rental restrictions to help inform your purchase decision. Please feel free to reach out to Sentry Management if you would like further details or clarification. We look forward to having you join our community of owners.

Can I lease my Unit?

Leasing is the regular, exclusive occupancy of a Unit by any person other than the Owner. In order to obtain approval to lease a Unit, the owner must join the rental waitlist. [Section 6.8 (b)] The rental waitlist currently has approximately 50 owners awaiting the opportunity to receive Open Leasing Status. You may join the rental waitlist as soon as your closing day. On average it takes 2-5 years (depending on demand) for owners to move off the waitlist.

If I am approved for Open Leasing Status, what are the next steps?

Once you are approved for Open Leasing Status, you must secure a tenant within ninety (90) days of notification of your status. Any Unit in Open Leasing Status shall automatically be converted to Restricted Leasing Status if the Unit is not subject to an approved lease for ninety (90) or more consecutive days. [Section 6.8 (b)] Within ten (10) days after entering into the lease of a Unit, the Owner shall provide the Board of Directors with the name and phone number of the lessee and all other people occupying the Unit, the Owner's address other than at the Condominium, and such other information as the Board may reasonably require. [Section 6.8 (d)(ii)]

Will my tenants have full access to community amenities?

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Condominium, including, but not limited to, the use of any and all recreational facilities and other amenities. [Section 6.8 (d)(iii)(A)]

Can I lease my Unit for short term rental?

Units approved for Open Leasing must secure a tenant for an initial lease term of at least one (1) year. All leases must be in writing. There shall be no subleasing or assignment of leases unless approved in writing by the Board. Units may be leased only in their entirety; no fraction or portion may be leased. No transient tenants shall be accommodated in a Unit. [Section 6.8 (d)(i)]



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Can I have short term roommates?

Roommates occupying the Unit along with the Owner shall not be deemed to be leasing, but shall be subject to all other provisions and requirements of the 330 McGill Place Declaration. [Section 6.8 (a)(i)]. Currently there are no written restrictions regarding the term length of occupancy for roommate(s). However, to preserve the character of the Condominium as a homogenous residential community of predominantly owner occupied homes and prevent the Condominium from assuming the character of a renter- occupied apartment complex, we encourage owners to have long term roommates.

How many people can occupy my Unit?

The number of persons occupying a Unit shall be limited as follows: one bedroom Units shall contain a maximum of three (3) persons; two bedroom Units (as such bedrooms are depicted on the original plans filed in the Fulton County, Georgia Records) shall contain a maximum of four (4) persons; and three bedroom Units shall contain a maximum of six (6) persons. "Occupancy," for purposes of this Section, shall be defined as staying overnight in a Unit for a total of more than thirty (30) days, either consecutive or non-consecutive, in any year. [Section 6.18]

Can my Unit be used for business purposes?

Each Unit shall be used for residential purposes and may also be used for business purpose so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Unit; (b) the business activity does not involve visitation of the Unit by employees, clients, customers, suppliers or other business invitees; (c) the business activity conforms to all zoning requirements for the Condominium; (d) the business activity does not increase traffic in the Condominium (other than by deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services); (e) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (f) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the sole discretion of the Board of Directors; and (g) the business activity does not result in a materially greater use of common element facilities or Association services. [Section 6.1]