

Unit Acceptance Agreement

The Columns at East Hill

Purchaser(s) NONE BLANK

Unit: NONE

Date and Company who performed Pre-Purchase inspection: _____ **SOMEPro Home Insp.**
Copy of report attached: **On File** _____

I acknowledge that I have had an opportunity to inspect the dwelling unit prior to the closing of the sale of membership and signing of the occupancy agreement. Upon making such inspection I have found the dwelling unit in substantially the same condition as is described in the purchase agreement and *I accept the dwelling unit in its condition as of this date.*

I further understand that under the occupancy agreement the Cooperative does not provide interior decorations, painting, wall coverings, furnishings, molding, hardware, floor covering, interior doors or their moldings or hardware, bath fixtures, mirrors or light fixtures.

Personal Insurance Advisory

The cooperative advises the undersigned member that the cooperative carries general hazard and liability insurance to protect the property of the cooperative but does not insure the personal property or interests of the undersigned member.

The undersigned member acknowledges that he/she has been advised that the cooperative does not insure the member's personal property or interests.

The member is further required to carry homeowner's or renter's contents insurance which covers replacement cost of the member's personal property, temporary housing, and liability insurance to reimburse the cooperative or other members for any losses caused by the undersigned member.

Member further acknowledges that he/she has been advised that he/she is liable to the cooperative for any uninsured loss caused by fire, flood or any act of the member to the extent such loss is not covered by the hazard or liability insurance carried by the cooperative. Member is responsible to obtain a homeowner's insurance policy to protect his/her property.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on the date written below.

Member: _____	Date: _____
Member: _____	Date: _____
Cooperative: N/A	Date: _____

Lease/Occupancy Agreement

The Columns at East Hill

Member(s) NONE BLANK

Unit: NONE

This agreement, made by and between the Cooperative, a Georgia non-profit corporation located in the County of **Dekalb** Georgia, and the Purchaser(s) named above (hereinafter referred to as "Member");

Whereas, the Cooperative has been formed for the purpose of acquiring, owning and operating a cooperative housing community with the intent that its members shall have the right to occupy a dwelling unit thereof under the terms and conditions hereinafter set forth by O.C.G.A Title 44-7; and

Whereas, the Member is the owner and holder of a certificate of membership of the Cooperative and has a bona fide intention to reside in the community; and

Whereas, the Member has certified to the accuracy of the statements made in his application and family income and agrees and understands that family income and other eligibility requirements are substantial and material requirements of his initial and of his continuing occupancy.

Now Therefore, in consideration of One Dollar to each of the parties paid by the other party, the receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, the Cooperative hereby lets to the Member and the Member hereby hires and takes from the Cooperative the dwelling unit which is located at:

Unit: 0
135 East Hill Street
Decatur, Georgia 30030

To have and to hold said dwelling unit unto the Member, his Executors, Administrators and authorized assigns, on the terms and conditions set forth herein and in the By-laws of the Cooperative and any rules and regulations of the Cooperative now or hereafter adopted pursuant thereto, from the date of this agreement until such time as the membership is terminated and the Member has fulfilled all his obligations under the occupancy agreement.

The Member agrees to pay to the Cooperative a monthly sum referred to as "Carrying Charges" and until further notice from the Cooperative, the total monthly carrying charges and loan payments, if you have a loan, for the dwelling unit are: **\$950.00**

The Member Represents that without further written consent from the Cooperative only those persons named here below shall occupy the dwelling unit. **none**

Initial Here:

The Cooperative discloses that the cooperative is managed by CornerStone Cooperatives and its employees and agents are authorized to accept payments on its behalf. CornerStone Cooperatives is a licensed real estate broker in Georgia.

ARTICLE 1. MONTHLY HOUSING CHARGES AND FEES

Commencing on the date stated in the Occupancy Agreement the Member agrees to pay to the Cooperative Carrying Charges each month equal to one-twelfth of the Member's proportionate share of the sum required by the Cooperative as estimated by its board of directors to meet its annual expenses pertaining to the community or other facilities which the Member is entitled to use, including but not limited to the following items:

- (a) The cost of all operating expenses of the project and services furnished.
- (b) The cost of necessary management and administration of the Cooperative.
- (c) The cost of any utility provided by the Cooperative.
- (d) The amount of all taxes and assessments levied against the Cooperative that it is required to pay.
- (e) The cost of fire and extended coverage insurance and such other insurance as the Cooperative may put into effect or as may be required by any mortgagee.
- (f) All reserves set up by the Board of Directors.
- (g) The estimated cost of repairs.
- (h) The amount of mortgage principle, interest and insurance premiums and other payments.
- (i) Any Cooperative expense approved by the Board of Directors, including operating deficiencies.

The Board of Directors shall determine the amount of the Monthly Carrying Charges annually, but may do so at more frequent intervals should circumstances so require. No member shall be charged with more than his proportionate share thereof computed as the unit value factor as determined by the Board of Directors.

ARTICLE 2. MEMBER'S OPTION FOR AUTOMATIC RENEWAL

It is covenanted and agreed that the term herein granted shall be extended and renewed from time to time by and against the parties hereto for further periods of three years each from the expiration of the term herein granted upon the same covenants and agreements as herein contained unless (1) notice of the Member's election not to renew shall have been given to the Cooperative in writing at least four (4) months prior to the expiration of the then current term, and (2) the Member shall have on or before the expiration of said term (a) endorsed his or her membership certificate for transfer in blank and deposited same with the Cooperative, and (b) met all his or her obligations and paid all amounts due under this agreement up to the time of said expiration, and (c) vacated the premises, leaving same in good state of repair. Upon compliance with provisions (1) and (2) of this Article, the Member shall have no further liability under this agreement and shall be entitled to no payment from the Cooperative.

ARTICLE 3. PREMISES TO BE USED FOR RESIDENTIAL PURPOSES ONLY

- A. The Member shall occupy the dwelling unit covered by this agreement as a private dwelling unit for himself and/or his immediate family and for no other purpose, and may enjoy the use in common with other members of the Cooperative all community property and facilities of the entire cooperative community so long as he continues to own a membership certificate of the Cooperative, occupies his dwelling unit, and abides by the terms of this agreement. Any sublessee of the Member, if approved pursuant to Article 5 hereof, may enjoy the rights to which the Member is entitled under this Article 3.
- B. The Member represents that only the persons listed above in this agreement shall occupy the dwelling unit and that no additional persons, adult or minor shall be added to the Member's household without the prior written consent of the Board of Directors.

Lease/Occupancy Agreement

- C. The Member shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. The Member shall comply with all the requirements of the Board of Health and of all other governmental authorities with respect to the premises.

If by reason of the occupancy or use of said premises by the Member the rate of insurance on the building shall be increased, the Member shall become personally liable for the additional insurance premiums.

ARTICLE 4. MEMBER'S RIGHT TO PEACEABLE POSSESSION

In return for the Member's continued fulfillment of the terms and conditions of this agreement, the Cooperative covenants that the Member may at all times while this agreement remains in effect, have and enjoy for his sole use and benefit the dwelling unit herein above described, after obtaining occupancy, and may enjoy in common with all other members of the Cooperative the use of all community property and facilities of the cooperative community.

ARTICLE 5. NO SUBLETTING WITHOUT CONSENT OF COOPERATIVE

The Member hereby agrees not to assign this agreement or to sublet his dwelling unit without the written consent of the Cooperative. The liability of the Member under this Occupancy agreement shall continue notwithstanding the fact that he may have sublet the dwelling unit with the approval of the Cooperative and the Member shall be responsible to the Cooperative for the conduct of his sub-lessee. Any unauthorized subleasing shall, at the option of the Cooperative, result in the termination and forfeiture of the member's rights under this Occupancy Agreement. Non-paying guests of the Member may occupy Member's unit under such conditions as may be prescribed by the Board of Directors.

ARTICLE 6. TRANSFERS

Neither this agreement nor the Member's right of occupancy shall be transferable or assignable except in the same manner as may now or hereafter be provided for the transfer of membership in the bylaws of the Cooperative. The Member hereby certifies that neither he nor anyone authorized to act for him will refuse to sell his membership, after the making of a bona fide offer, or refuse to negotiate for the sale of, or otherwise make unavailable or deny the membership to any person because of race, color, religion, sex, national origin, handicap, or familial status. Any restrictive covenant on cooperative property relating to race, color, religion, sex, national origin, handicap, or familial status is recognized as being illegal and void and is hereby specifically disclaimed. Civil action for preventive relief may be brought by the Attorney General in any appropriate U.S. District Court against any person responsible for a violation of this certification.

ARTICLE 7. MANAGEMENT, TAXES, AND INSURANCE

The Cooperative shall provide necessary management, operation and administration of the project; pay or provide for the payment of all taxes or assessments levied against the project; procure and pay or provide for the payment of fire insurance and extended coverage, and other insurance as required by any mortgage on property in the project, and such other insurance as the Cooperative's Board of Directors may deem advisable. If an insured loss is caused by Member's negligence or abuse, then Member shall reimburse the cooperative for, an amount not to exceed the cooperative's deductible amount that is in force at the time of the loss.

Although the cooperative does not insure the personal property of the member, it may, but shall not be obliged to provide for occupancy life insurance and basic homeowner's insurance for the Member. The Board of Directors at its own discretion, if any, shall determine the determination of the terms and amount of such insurance.

ARTICLE 8. UTILITIES AND APPLIANCES

(a) By Member.

- (1) The Member shall pay directly to the supplier for electricity, telephone, and other utilities not otherwise provided by the Cooperative.
- (2) The Member shall furnish and maintain at his own expense all the household appliances: kitchen range, refrigerator, and any household appliances not furnished and maintained by the Cooperative.
- (3) The Member shall furnish all floor covering, wall & ceiling finishes, cabinetry, doors and plumbing & electrical fixtures.

(b) By Cooperative.

- (1) The Cooperative shall pay for, water and sewer in amounts it deems reasonable.
- (2) The Cooperative shall provide and maintain a central heat & cooling system and water heater.
- (3) The Cooperative shall provide and maintain the plumbing and electrical systems, as well as the fixtures in the dwelling unit exclusive of any changes or alterations made by the Member.
- (4) The Cooperative shall provide reasonable amounts for garbage collection, grounds care.

ARTICLE 9. REPAIRS

(a) By Member. The Member agrees to repair and maintain his dwelling unit at his own expense as follows:

- (1) Any repairs or maintenance necessitated by his own negligence or misuse.
- (2) Any decoration of his own dwelling unit, including floor covering, interior walls, ceilings, and trim.
- (3) Any repairs, maintenance or replacements required on items not furnished by the Cooperative.

(b) **By Cooperative.** The Cooperative shall provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause (a) of this Article. The officers and employees of the Cooperative shall have the right to enter the dwelling unit of the Member in order to effect necessary repairs, maintenance, and replacements, and to authorize entrance for such purposes by employees of any contractor, utility company, municipal agency, or others, at any reasonable hour of the day and in the event of emergency at any time.

(c) Right of Cooperative to make repairs at Member's expense. In case the Member shall fail to effect the repairs, maintenance, or replacements specified in clause (a) of this Article in a manner satisfactory to the Cooperative and pay for same, the latter may declare a default under the terms of Article 11 herein or may effect the repairs and add the cost thereof to the Member's next Monthly Housing Charges payment.

(d) The Member agrees that in the event of a loss to his own or any other property of the cooperative, which is caused by the member, a member of his household, or his guest, he shall pay for the cost of any and all repairs to damages that are not otherwise reimbursed to the Cooperative.

ARTICLE 10. INSURED CLAIMS

Member hereby waives all claims, causes of actions and rights of recovery against the Cooperative and its officers, agents and employees, for any death, bodily or personal injury, or damage to or destruction of property, including but not limited to Member's property, which shall occur in or about the dwelling unit and shall result from any of the perils insured under any and all policies of insurance maintained by Member, regardless of cause, including the negligent or intentional wrongdoing of the Cooperative or its officers, agents, or employees.

ARTICLE 11. INDEMNIFICATION

Member hereby agrees to indemnify and hold the Corporation harmless from any and all claims, damages, liabilities or expenses arising out of (a) Member's use of the dwelling unit or the project, (b) any and all claims arising from any breach or default in the performance of any obligation of Member, or (c) any act, omission or negligence of Member, its agents or employees.

ARTICLE 12. ESTOPPEL CERTIFICATE

At any time and from time to time, Member, on or before the date specified in a request therefore made by the Cooperative, which date shall not be earlier than ten (10) days from the making of such request, shall execute, acknowledge and deliver to the Cooperative a certificate evidencing whether or not (i) this agreement is in full force and effect, (ii) this agreement has been amended in any way, (iii) there are any existing defaults on the part of the Cooperative hereunder to the knowledge of Member and specifying the nature of such defaults, if any, and (iv) the date to which Monthly Carrying Charges, and other amounts due hereunder, if any, have been paid. Each certificate delivered pursuant to this Paragraph may be relied on by any prospective purchaser or transferee of the Cooperative's interest hereunder or of any part of the project.

ARTICLE 13. MISCELLANEOUS

This agreement shall be construed and interpreted under the laws of the State of Georgia. The title of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. No amendment to this agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought. Time is of the essence of this agreement. This agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. The representations, warranties, definitions, and agreements set forth in this agreement shall survive.

ARTICLE 14. ALTERATIONS AND ADDITIONS

The Member shall not, without the written consent of the Cooperative, make any structural alterations in the premises or in the gas, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements, or fixtures from the premises.

If the Member for any reason shall cease to be an occupant of the premises he shall surrender to the Cooperative possession thereof, including any alterations, additions, fixtures and improvements.

The Member shall not, without the prior written consent of the Cooperative, install or use in his dwelling unit any appliances. The Cooperative may require the prompt removal of any such equipment at any time, and that his failure to remove equipment upon request shall constitute a default within the meaning of Article 15 of this agreement.

ARTICLE 15. DEFINITION OF DEFAULT BY MEMBER AND EFFECT THEREOF

It is mutually agreed as follows: Member shall be in default hereunder should any one or more of the events specified in clauses (a) to (m) of this Article occur and should said default not be cured within ten (10) days following written notice by the Cooperative to Member of such default. Should such a default occur and remain uncured, then the Cooperative, at its option, may terminate this agreement, in which case all of the Member's rights hereunder will expire on the date specified in the written notice from the Cooperative to the Member, and, in addition to any other rights and remedies it may have, the Cooperative shall have the option to exercise any one or more of the following remedies, it being agreed that pursuit of any remedy provided in this agreement shall not preclude pursuit of any other remedy or remedies herein provided or provided by law, and that any of such remedies may be pursued regardless of whether or not the default continues to exist and whether or not the Cooperative accepts or has accepted payment of Monthly Carrying Charges subsequent to the occurrence of such default:

- 1) The Cooperative may terminate this agreement pursuant to O.C.G.A. 44-7-50 in which event Member shall immediately surrender possession of the dwelling unit to the Cooperative and the Cooperative may re-enter the dwelling unit and remove all person and personal property therefrom, either by summary dispossessory proceedings or by suitable action or proceeding at law or in equity or by any other proceedings which may apply to the eviction of tenants by force or otherwise, and repossess the dwelling unit in its former state as if this agreement had not been made, and the Cooperative may use such force as may be necessary, without being guilty of trespass, forcible entry, detainer or other tort; and
- 2) The Cooperative may bring an action for monetary damages against Member; and
- 3) The Cooperative may pursue any and all other rights and remedies available at law or in equity.
 - (a) In case at any time during the term of this agreement Member shall cease to be the owner and legal holder of a membership of the Cooperative.
 - (b) In case the Member attempts to transfer or assign this agreement in a manner inconsistent with the provisions of the bylaws.
 - (c) In case at any time during the continuance of this agreement the Member shall be declared a bankrupt under the laws of the United States.
 - (d) In case at any time during the continuance of this agreement a receiver of the Member's property shall be appointed under any of the laws of the United States or of any State.
 - (e) In case at any time during the continuance of this agreement the Member shall make a general assignment for the benefit of creditors.
 - (f) In case at any time during the continuance of this agreement the membership rights of the Member in the Cooperative shall be duly levied upon and sold under the process of any Court.
 - (g) In case the member shall fail to allow entrance to the dwelling unit as defined in Article 18 below.
 - (h) In case the member shall fail to comply with cooperative regulations as defined in Article 16 below.
 - (i) In case the Member fails to effect and/or pay for repairs as provided for in Article 9 hereof.
 - (j) In case the Member fails to pay any sum due pursuant to Article 1 or Article 8 hereof, or shall fail to pay any charge which, if not paid, could become a lien against the Cooperative.
 - (k) In case the Member shall default in the performance of any of his obligations under this agreement.
 - (l) In case at any time during the continuance of this agreement the Member or other adult member of the household shall plead or be found guilty of any felony crime under any court of jurisdiction for a crime committed on or off the property of the Cooperative.
 - (m) In case at any time during the continuance of this agreement any juvenile occupant of the Member's dwelling unit shall plead or be found guilty under any court of jurisdiction of a crime which would have been considered to be a felony if the juvenile were an adult.

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The Member hereby expressly waives any and all right of redemption in case he shall be dispossessed by judgment or warrant of any Court or judge; the words "enter," "re-enter," and "re-entry," as used in this agreement are not restricted to their technical legal meaning, and in the event of a breach or threatened breach by the Member of any of the covenants or the provisions hereof, Cooperative shall have the right of injunction and the right to invoke any remedy allowed at law or law or in equity, as if re-entry, summary proceedings, and other remedies were not herein provided for.

The Member expressly agrees that there exists under this Occupancy Agreement a Landlord-Tenant relationship and that in the event of a breach or threatened breach by the Member of any covenant or provision of this agreement, there shall be available to the Cooperative such legal remedy or remedies as are available to a landlord for the breach or threatened breach under the law by a tenant of any provision of a lease or rental agreement.

The failure on the part of the Cooperative to avail itself of any of the remedies given under this agreement shall not waive or destroy the right of the Cooperative to avail itself of such remedies for similar or other breaches by the Member.

ARTICLE 16. MEMBER TO COMPLY WITH ALL COOPERATIVE REGULATIONS

The Member covenants that he will preserve and promote the cooperative ownership principles on which the Cooperative has been founded, abide by the Articles of Incorporation, Bylaws, rules and regulations of the Cooperative and any amendments thereto, and by his acts of cooperation with its other members bring about for himself and his co-members a high standard in home and community conditions. The member acknowledges receipt of the rules and regulations now in effect and the Cooperative agrees to make any changes in its rules and regulations known to the Member by delivery of same to him or by promulgating them in such other manner as to constitute adequate notice.

ARTICLE 17. EFFECT OF FIRE LOSS ON INTERESTS OF MEMBERS

In the event of loss or damage or condemnation by fire or other casualty to the above-mentioned dwelling unit without the fault or negligence of the Member, the Cooperative shall determine whether to restore the damaged premises and shall further determine, in the event such premises shall not be restored, the amount which shall be paid to the Member to redeem the membership of the Member and to reimburse him for such loss as he may have sustained.

If, under such circumstances, the Cooperative determines to restore the premises, Monthly Housing Charges shall abate wholly or partially as determined by the Cooperative until the premises have been restored. If on the other hand the Cooperative determines not to restore the premises, the Monthly Housing Charges shall cease from the date of such loss or damage.

ARTICLE 18. INSPECTION OF DWELLING UNIT

The Member agrees that the representatives of any mortgagee holding a mortgage on the property of the Cooperative, the officers and employees of the Cooperative, and with the approval of the Cooperative the employees of any contractor, utility company, municipal agency or others, shall have the right to enter the dwelling unit of the Member and make inspections thereof at any reasonable hour of the day and at any time in the event of an emergency.

ARTICLE 19. SUBORDINATION CLAUSE

It is specifically understood and agreed by the parties hereto that this agreement and all rights, privileges and benefits hereunder are and shall be at all times subject to and subordinate to the lien of a first mortgage or deed of trust and the accompanying documents executed by the Cooperative and to any and all modifications, extensions and renewals thereof and to any mortgage or deed of trust which may at any time hereafter be placed on the project or any part thereof.

Lease/Occupancy Agreement

The Member hereby agrees to execute, at the Cooperative's request and expense, any instrument which the Cooperative or any lender may deem necessary or desirable to effect the subordination of this agreement to any such mortgage or deed of trust, and the Member hereby appoints the Cooperative and each and every officer thereof, and any future officer, his irrevocable attorney-in-fact during the term hereof to execute any such instrument on behalf of the Member. The Member does hereby expressly waive any and all notices of default and notices of foreclosure of said mortgage that may be required by law. In the event a waiver of such notices is not legally valid, the Member hereby appoints the Cooperative his agent to receive such notices on the Member's behalf.

ARTICLE 20. LATE CHARGES AND OTHER COSTS IN CASE OF DEFAULT

The Member covenants and agrees that, in addition to the other sums that have become or will become due, pursuant to the terms of this agreement, the Member shall pay to the Cooperative a late charge in an amount to be determined from time to time by the Board of Directors for each payment of Monthly Housing Charges, or part thereof, more than 10 days in arrears.

If a Member defaults in making a payment of Monthly Housing Charges or in the performance or observance of any provision of covenants and agrees to pay to the Cooperative any costs or fees involved, including reasonable attorney's fees, notwithstanding the fact that a suit has not yet been instituted. In case a suit is instituted, the Member shall pay the cost of the suit, in addition to other aforesaid cost and fees.

ARTICLE 21. NOTICES

Whenever the provisions of law or the By Laws of the Cooperative or this agreement require notice to be given to either party hereto, any notice by the Cooperative to the Member shall be deemed to have been duly given, and any demand by the Cooperative upon the Member shall be deemed to have been duly made if the same is delivered to the Member at his unit or to the Member's last known address; and any notice or demand by the Member to the Cooperative shall be deemed to have been duly given if delivered to an officer of the Cooperative. Such notice may also be given by depositing same in the United States mails addressed to the Member as shown in the books of the Cooperative, or to the President of the Cooperative, as the case may be. The time of mailing shall be deemed to be the time of such notice.

ARTICLE 22. ORAL REPRESENTATION NOT BINDING

No representations other than those contained in this agreement, the Charter and the bylaws of the Cooperative shall be binding upon the Cooperative.

ARTICLE 23. REMEDIES

The exercise of any of the rights or remedies as herein provided with respect to any default shall not preclude or affect the subsequent exercise of such rights or remedies at different times for different defaults.

The respective rights or remedies, whether provided by this agreement or by law, or available in equity, shall be cumulative and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or at different times, or any other rights or remedies for the same or different failures of the Member to perform or observe any provision of this agreement.

ARTICLE 24. Drug Free Housing Amendment.

- a) **Definition:** The member acknowledges that drug-related activity includes but is not limited to possession, usage, distribution, transportation, sale, manufacture, or storage of illegal drugs and or drug paraphernalia; or conviction of violating any state or federal laws relating to illegal drugs and or drug paraphernalia.
- b) **No criminal/unlawful activity.** The Member agrees that the Member and members of the household or guests must not engage in or permit any unlawful or any criminal activity, including drug-related activity, whether in the unit or elsewhere on or near the premises.
- c) **Member Responsible for Household and Guests.** With respect to unlawful or criminal activity, including drug-related criminal activity, the Member acknowledges responsibility for the actions of himself/herself, all individuals listed in this agreement or listed on a household composition and income certification, and guests while said individuals are within the confines of the Member’s dwelling unit or on the property of the Cooperative.
- d) **Default.** The member agrees that any single violation of this drug free policy shall constitute an immediate default under the occupancy agreement and any of its amendments without right to cure and shall constitute grounds for the immediate termination of the occupancy agreement and membership in the cooperative. The member further agrees that conviction in a court of law is not required to create a default under this policy but that the cooperative has the sole right to make such a determination based on information known and available to it.

This agreement shall be construed and interpreted under O.C.G.A 44-7 of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed on the day and year written below.

Member: _____

Date: _____

Member: _____

Date: _____

For Cooperative____ N/A

Date:

The Columns at East Hill

Member(s): NONE BLANK

Unit: NONE

These House Rules have been promulgated by the cooperative under authority granted in the bylaws and referenced in ARTICLE 16 of the occupancy agreement.

A. House Guests and Household Members

Definitions:

A *Member* is the individual(s) in whose name the membership has been issued and whose name and signature appears on the original occupancy agreement.

Subletting is occupancy of a dwelling unit by any person other than the Member while the Member is not actively residing therein as his or her primary residence and constitutes a violation of Article V of the Occupancy Agreement.

Minor Children are persons under the age of 12 years.

Rules:

- A1. Members are always responsible for the behavior of their guests and household members.
- A2. Persons who are not named in the occupancy agreement as members of the household or formally added thereto, are not allowed to use the common areas of the property unless accompanied by a member who is responsible for their actions.
- A3. Guests and household members are subject to receive a *No Trespass* notice as a result of violations of these house rules.
- A4. New persons may not be added to the occupancy agreement except with the written consent of the cooperative.
- A5. The cooperative requires that adult persons who wish to be added to the occupancy agreement complete an application, submit to a background check, and be interviewed by the Board of Directors.
- A6. Parents are required to provide parental supervision of their minor children.
- A7. Minor children are not allowed on the common property of the cooperative except under the immediate supervision of a parent or other designated competent adult.
- A8. The common areas of the cooperative are closed between 9:00pm and 6:00am. Members and their guests are not permitted on the common areas during these hours except as needed to enter or leave from their residence.

Instructions:

Application forms to add persons to the occupancy agreement are available from the management/sales office. Members are advised to inform their guests of these house rules and require compliance.

B. Prohibited Behavior

Definitions:

Fighting is any loud or abusive language or physical contact toward another person while on the common areas of the cooperative.

Weapons are any type of firearm or air gun, knife or other instrument that is used to threaten another person while on the property.

Noise Disturbance is any noise either in the private dwelling unit or on the common grounds of the Cooperative that reasonably disrupts or offends other members.

Loitering is defined as any hanging out in groups or individually in parking lots, driveways, or playgrounds, or sitting on walls and fences or any other common area, or otherwise behaving in a manner which arouses reasonable suspicion.

Common Area is any part of the cooperative that is not the interior of a member's dwelling unit, its patio or its stoop.

Rules:

- B1. Fighting in the common areas is never permitted by the cooperative.
- B2. Weapons may not be used or discharged on the property of the Cooperative.
- B3. Noise disturbances, obscene or offensive language or music are not permitted.
- B4. Playing radios, televisions, stereos, musical instruments or any electronic sound system between the hours of 10:00 pm and 8:00 am without the consent of immediate neighbors is not permitted.
- B5. Loitering on the common area of the cooperative is not permitted.
- B6. The use, abuse or sale of illegal substances on the property is not permitted.
- B7. The use of the dwelling unit or any common areas of the property by a member or person of a member's household, or guest for any criminal activity as may be defined by any level of government is not permitted.
- B8. The cooperative prohibits gambling in the common areas.
- B9. The cooperative prohibits consumption of alcoholic beverages from open alcohol containers in the common areas.

Instructions: (prohibited behavior)

- Report vagrants or suspicious persons to the police and management.
- Know and communicate with your building neighbors about personal safety issues.

C. Health & Safety

Definitions:

Flammable item: is an item or liquid that is flammable when exposed to an open flame.

Deductible Amount: is the amount of the deductible shown on the insurance policies of the Cooperative that must be paid before the insurance coverage begins in the event of a loss.

Rules: (Health & Safety)

- C1. Smoking inside the building(members units and entry) area is prohibited.
- C2. It is the member's responsibility to keep a fire extinguisher and smoke detectors in good working condition.
- C3. The member is charged the full deductible amount under the cooperative's insurance policies in the event of a fire or other loss unless it is determined that the loss resulted from a failure of the cooperative or its equipment.
- C4. All charges for the repair of damages to a dwelling or common area must be paid within 30 days of notice and, in the case of a fire, must be paid before the member is allowed to resume residency.
- C5. The deductible amount of an insured loss is charged to the member and must be paid within 30 days of demand unless it is determined that the loss occurred as a result of a failure of the cooperative or its equipment.
- C6. Membership in the cooperative may be terminated for cause in cases when a loss has been sustained as a result of any action or inaction by the resident.
- C7. The owner must maintain continuous metered electrical service to the dwelling unit.
- C8. Members may not store gasoline or other flammable liquids inside the dwelling unit.

MEMBERS ARE REQUIRED TO PURCHASE AND MAINTAIN A HOME OWNER'S INSURANCE POLICY.

Instructions: (Health & Safety)

- Contact the management for information on how to insure your personal property and protect yourself from liability claims.
- Report any unsafe condition on the property to the management/sales office.
- Replacement fire extinguishers, smoke alarms, or batteries are available through the sales office at a charge.

D. Autos, Trucks & Trailers.

Effective January 1, 2020

Common Area Parking:

- * Parking area will be limited to **2 registered** vehicles per unit.
- * Vehicles **not** registered to a Member or Tenant will be considered a **guest** vehicle.
- * Guest vehicles parking or using the parking area for periods longer than 24 hours will need to notify management.

Reserved Parking:

- * One marked space per unit is reserved for **registered** vehicles of that coinciding unit.
- * All unmarked spaces are available on a first come basis.

Rules:

- D1. The parking facilities of the cooperative may not be used to store unused vehicles.
- D2. **Inoperable vehicles** will be towed at the vehicle owner's expense with or without notice.
- D3. Vehicles that are parked in "No Parking" zones or "Yellow Curb" zones, or that are parked on the lawn or sidewalk, will be towed and/or booted without notice.
- D4. Boats, trailers, campers and RV's may not be parked on the property.
- D5. Oversized, 18-wheeler, tractor trailers and/or trailers may not be parked on the property.
- D6. Car washing or **mechanical repairs** on the premises is prohibited.
- D7. Space sharing is allowed as long as both vehicles fit within the marking boundary. Vehicles should not overhang beyond markings as to inhibit other vehicles.

Guests, Additional Spaces and Commercial Vehicles:

- * All *Guest, Additional or Special* permits are subject to space availability and approval.
- * Guests vehicles owners name and tag number must be registered with Management.
- * Additional monthly parking space fee is \$50 per month.
- * Commercial work vehicles are limited to 2 axles and 10,000lbs gross weight.

Vehicle Removal:

- * Vehicles parked in areas marked non-parking will be removed without notice. All other violations will have notice attached to driver side window.

Definitions:

Vehicle: is any automobile, motorcycle, scooter, truck, van, pickup, SUV or other motorized means of transportation.

Inoperable Vehicle: is any vehicle with flat tires, broken windows, accident damage, leaking fluids, improper registration, or not in a condition to be legally driven on a public street or road.

Registered Vehicle: is any vehicle that has a State issued Tag and **current** Date sticker visibly located on the rear of the vehicle as prescribed by GA code.

Mechanical Repairs: are repairs to the engine, transmission, brakes, alignment, exhaust, oil changes, exterior body work or **any work that requires jacking** of the vehicle **except to change tires**.

Guest: is any person who is **not** named on the occupancy/lease agreement at The Columns at East Hill Cooperative Inc.

Notice and Contact Information:

- * Contact Management at 404/408-7400

Vehicle Make _____ Tag # _____ Exp _____

Vehicle Make _____ Tag # _____ Exp _____

Tenant certification: _____ Date: _____

E. Pets: Pets are not allowed on the *common area* of the property. Dog breeds(full grown) under 30 pounds and Cats are permitted inside the dwelling units with **prior approval of the Board of Directors.**

*Members must provide the coop a copy of pets rabies and vaccinations registration.(as required by Dekalb Co.)

*Small caged pets do not need to be registered.

F. Yard Care

Definitions:

Balcony is any metal balcony and steps attached to the rear of a building.

Front porch is that area outside the front entrance to the building that also includes the front steps and railings.

Rules:

- F1. Members are not allowed to store toys, bicycles, furniture or other personal items on the front porch. Such items if found, will be removed by the cooperative at a cost to the member.
- F2. Rear patios and steps may not be used to store unwanted items, laundry, junk or other household items.
- F3. Private flowerbeds and gardens must be properly maintained and delineated or removed.
- F4. Fencing and sheds may not be installed without a Home Improvement Permit issued by the cooperative.
- F5. The Cooperative charges a “cleanup” fee to the member to pick up or remove trash and debris from his or her front porch or balcony.
- F6. Yard Sales on the property are prohibited unless approved and sanctioned in writing by the cooperative. The cooperative may sponsor community yard sales from time to time in which members can participate.
- F7. Household garbage must be properly bagged and disposed of inside the trash receptacles.
- F8. Large items like furniture, appliances and the like must be disposed of at the expense of the member.

Instructions: (Yard Care)

- Garbage, trash and large items not properly disposed of are subject to a \$50.00 disposal fee.
- Contact the Sales Office for instructions on how to dispose of furniture and appliances.

G. General Information

Contact the Sales Office for:

- Common area Pest Control Services
- Cooperative Collection & Credit Procedures
- Membership Sales Notices

I acknowledge receipt of these house rules and undersrtand that they place a duty upon me to comply with them as a condition of my continued membership and occupancy.

Member: _____ Date: _____

Member: _____ Date: _____

Member's Maintenance and Care Responsibilities

The Columns at East Hill

Member(s): **NONE BLANK**

Unit: **NONE**

This Maintenance & Care Policy is issued pursuant to Articles 9 and 16 of the occupancy agreement.

- A. General contents
- B. Exterior common areas
- C. Structural common areas
- D. Private dwelling units

A. General Care and Maintenance

- 1** Unless specifically named herein the cost of care, maintenance, repair or replacement of any item inside the private dwelling unit is the responsibility of the member.
- 2** The cooperative carries general hazard and liability insurance, the member is *required** to carry insurance to protect the members personal property, unit fixtures and temporary housing in the event of loss. Members 'At Fault' will be responsible to pay the deductible in the event of a claim or loss. As of this signed agreement, the blanket policy deductible is: \$10,000.
 - *Ask your insurance agent for HO5 or HO6 coverage for the best protection.**
 - *Temporary housing could be for extended periods over 12 months**
 - *Cooperative blanket coverage does not guarantee membership purchase value.**
- 3** The cooperative respects each member's privacy within the dwelling unit but retains the rights of inspection as provided for in the occupancy agreement and prohibits any member from causing unreasonable interference with other members' rights.

Acceptance: **Member(s):** _____ Date: _____

Member(s): _____ Date: _____

B. Exterior Common Areas

The exterior common areas of the cooperative are those areas that are not part of a private dwelling or building and serve for the common benefit of all the members. The cost of their repair and maintenance is included in the monthly carrying charges and, except for damage or neglect by the member, is an expense of the cooperative and not the member.

- 1 Lawn mowing, trimming fertilizing and weed control.
- 2 Driveways, parking lots, sidewalks and curbs.
- 3 Street lighting.
- 4 Common sanitary and storm sewers and drains.
- 5 Household trash removal.
- 6 Common underground plumbing supply and waste lines.

C. Structural Common Areas

The structural common areas of the cooperative are those parts of the buildings that are not considered as part of a private dwelling space. These features are for the shared benefit of all the members. Except for damage or negligence by a member, the cost of their repair and maintenance is included in the monthly carrying charges and is not an expense to the member.

- 1 Termite treatment and protection.
- 2 Roof decking and shingles, gutters & downspouts.
- 3 Exterior walls, roof covering and foundations.
- 4 Balcony railings, footings, steps & posts.
- 5 Drain lines inside the wall, excluding unstopping clogged drains.
- 6 Electrical service to the breaker box & individual breakers.
- 7 Plumbing supply and waste lines inside the walls.
- 8 Insuring the common structure of the building.

D. Private Dwelling Unit

The private dwelling unit is that portion of the cooperative that is designated for the private use and enjoyment by a member and not considered as common area. Although the cooperative is responsible for the repair or replacement of the items listed below, the member is responsible for their diligent care. The cost of any repair or replacement that is due to or aggravated by a member's inaction, neglect, abuse or failure to exercise reasonable care, is the responsibility of the member and not the cooperative. Members are advised to make periodic inspections of their own dwelling unit to assure that it remains in sound condition. It is the duty and obligation of the member at his own expense to care for, maintain and replace any items not listed below.

- 1 Furnace, flues, filters, fans, plenums, air ducts & thermostats, excluding cleaning.
- 2 Air conditioner, condensers and evaporators, excluding damage or cleaning.
- 3 Wall & ceiling studs, framing and sheetrock.
- 4 Wall and ceiling insulation.
- 5 Ceiling and floor joists.
- 6 Patios & stoops, excluding routine cleaning.
- 7 Water Heater.

Acceptance: **Member(s):** _____ Date: _____

Member(s): _____ Date: _____

Smoke Alarm Addendum

The Columns at East Hill

Member(s): **NONE BLANK**

Unit: **NONE**

This document places a duty upon the resident to regularly test the smoke detector(s) and fire extinguishers and to maintain them in good working order.

This Addendum is a part of the occupancy agreement between the member whose signature appears below and the Cooperative as a condition of occupancy.

1. Member acknowledges that the member's private residence is equipped with one or more smoke detectors and that the member has inspected such smoke detector(s) and find them in proper working condition. Member agrees to maintain such smoke detector(s) in working order at all times.
2. Member agrees that it is the member's duty to regularly test the smoke detector(s) and agrees to replace any detector in the event of any problem, defect, malfunction or other failure. Member agrees to replace the smoke detector battery if any, at anytime the existing battery becomes depleted or otherwise unserviceable.
3. Member agrees to promptly replace any defective or inoperative smoke detectors in his private dwelling space.
4. Member acknowledges and agrees that the Cooperative or Agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s). Member assumes full and complete responsibility for all risk and hazards attributed in any way to the operation, malfunction of failure of the smoke detector(s), regardless of whether such malfunction or failure is attributable in any way to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s) inside the private dwelling space of the member.
5. The cooperative or its Agents have made no representation or warranty regarding the smoke detector(s) or its performance.
6. The member and the cooperative agree that this written addendum is the entire agreement of the parties relative to the smoke detector(s) in the member's private residence.

I acknowledge I have read this addendum and that it places a duty upon me to regularly test the smoke detector(s) inside my private residence.

Member: _____ Date: _____

Member: _____ Date: _____

The Columns at East Hill

Unit: NONE

Member(s): NONE BLANK

- Keys to Dwelling:**
1. The Cooperative has no keys to the dwelling unit.
 2. The Cooperative has no known master keys to the dwelling unit.
 3. The cooperative confirms that it **has not** installed new door locks to the dwelling unit and does not know if other copies of said keys exist.
 4. The Tenant/Member is responsible to schedule and pay for lock services to the dwelling unit.
 5. The front hall door is master keyed and maintained by the coop.

Dish Antenna: Satellite dish antennas must have the written consent of the cooperative prior to installation.

1. Dish antennas may not be larger than 24 inches in diameter.
2. Dish antennas may not be attached to front porches, or front columns of buildings.
3. Dish antennas may be post mounted on posts not more than 24 inches from the building and not more than three feet above the ground. Posts must be metal, treated 4x4 wood or composite vinyl material.
4. Dishes may not be attached to a brick wall surface.
5. Roof mounted receiver dishes are not allowed.
6. Any dish antenna and its cabling must be located within the lateral extension of the dwelling unit and may not encroach on other dwelling units.
7. Cable entry into the dwelling unit shall be discreet, properly attached at all points and shall in no way damage the building structure.
8. The cooperative retains the permanent right to require that dish antenna that do not meet the above criteria or antenna that are installed without the written consent of the cooperative must be removed and damages repaired and building restored at the expense of the member.

Member: _____ Date: _____

Member: _____ Date: _____

Utility Disconnect Notice

Unit: NONE

The Columns at East Hill

Member(s): NONE BLANK

The Cooperative discloses that no electric service is provided to the dwelling unit and that any service provided in the past will be discontinued within 24 hours of this closing date shown above.

The Member agrees to take the necessary steps to have electric service restored in the name of the Member by that date.

Member: _____ **Date:** _____

Member: _____ **Date:** _____

Emergency Information

By my signature below I authorize the cooperative to contact the person(s) whose names are listed below in the event of an emergency as defined by the cooperative or its management for which I cannot be contacted and to instructions act according to the provided by such person(s). I further acknowledge that the cooperative may contact either the primary or secondary contact in any order but is not obligated to contact any person listed below the event of an emergency.

I further instruct that this authorization shall remain in effect until such time as it is changed or withdrawn in writing by me.

Primary Contact: Name: _____
Address: _____
City: _____ St _____
Phone: Home _____ Work: _____

Secondary Contact: Name: _____
Address: _____
City: _____ St _____
Phone: Home _____ Work: _____

Member: _____ **Date:** _____

Member: _____ **Date:** _____

Late Fee Policy

The Columns at East Hill

Unit: NONE

Member(s): NONE BLANK

Due Date: Monthly carrying charges are due on the first day of the month in advance.

Grace Period: A payment grace period is available to any member without penalty who shall pay his or her account in full before the end of the grace period at 5:00pm on the 15th calendar day of the month.

Late Fees: A Late Fee of \$50 is issued to accounts that are not paid in full by 5:00pm on the 15th calendar day of the month.

Dispossessory: A dispossessory proceeding is filed in the courts on accounts not yet paid by the 20th calendar day of the month. (filing and legal fees are charged to the member) OCGA 44-7-50

Member: _____ Date: _____

Member: _____ Date: _____

The Columns at East Hill

Unit: NONE

Member(s): NONE BLANK

Please indicate the exact name and social security number you wish for the cooperative to use when reporting your portion of deductible taxes and interest payments to the Internal Revenue Service each year.

Name: _____

Social Security Number: _____

Signature: _____

Disclosure of Information on Lead-Based Paint and its Hazards

The Columns at East Hill

Unit: NONE

Member(s): NONE BLANK

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Cooperative's Disclosure

Lead Warning Statement

Presence of lead-based paint or lead-based paint hazards (check one below):

- ☒ **Cooperative has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.**
- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing.

Records and reports available to the Cooperative (check one below):

- ☒ **Cooperative has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.**
- ☐ Cooperative has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

The parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Member has received copies of all information listed above.

Member has received the pamphlet, *Protect Your Family from Lead in Your Home*.

Member's Acknowledgments:

Member: _____ **Date:** _____

Member: _____ **Date:** _____

Agent's Acknowledgment:

Agent has informed the Cooperative of the Cooperative's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

_____ **Date:** ____