

**BARRINGTON HILLS CONDOMINIUM ASSOCIATION, INC.
LEASING & TENANT SCREENING POLICY**

Paragraph 8 of the Declaration of Condominium for Barrington Hills Condominium regulates leasing of Units at the Condominium and grants the Board of Directors the authority to make and enforce additional policies and regulations governing leasing. The Board believes that it is important to define and outline procedures and additional rules for leasing Units. These procedures and rules are set forth below. If you have questions about these provisions or leasing regulations at the Condominium, the Board encourages you to ask any Board member or the Association's managing agent to avoid any unfortunate violations of these regulations.

A. General Leasing Provisions:

1. **"Leasing"** is defined by the Declaration as the regular, exclusive occupancy of a Unit by any person other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. It is not necessary that rent be paid to the Owner for occupancy to be considered leasing; an occupant's payment of assessments, utilities or maintenance expenses for an Owner makes that occupancy constitute leasing if the Owner does not also occupy the Unit as his or her principal and primary residence.
2. **Information to be Provided.** When a Unit is leased as defined above, it must be done pursuant to a written lease, with an initial lease term of at least 6 months, and every lease of a Unit signed, executed, started or renewed after the date of this Policy must include the Lease Addendum form attached to this Policy.

At least 7 days before any occupancy of the Unit by a tenant, the Owner must provide the Board with:

- emergency contact information for the Owner, including the Owner's phone number, email address and physical address of residence, and failure to provide this information makes the Owner liable to the Association for all costs and damages related therefrom, including but not limited to damages from delay in responding to emergency situations;
- a copy of the fully completed and executed lease and Lease Addendum; and
- a receipt confirming the Tenant Screening and Background Check provided for below.

If the Owner fails to do so, the Association may declare such lease to be unauthorized, remove and/or deny common element access to the tenant, levy a fine of \$250 against the Owner for failure to provide such lease and/or Lease Addendum, levy daily fines of \$25 against the Owner for each day the unauthorized leasing continues or the lease is not provided, and/or exercise any other rights available under Georgia law, the Declaration and the Association Bylaws.

3. **Tenant Screening and Background Check.** Any Owner who is seeking to lease his or her Unit must engage a Tenant Screening Service to provide a background report on all proposed adult tenants and occupants prior to entering into a lease agreement; provided, however, this screening requirement shall not apply where the tenant is a parent, child or sibling of the Owner. An Owner seeking exemption from Tenant Screening must provide written certification of the relationship to the Board. The Tenant Screening Service must take, at a minimum, the following steps:
 - Obtain a consumer credit report on the prospective tenant(s) and occupant(s);
 - Verify employment of the prospective tenant(s) and occupant(s) for the last two years;
 - Verify the legal residency status of the prospective tenant(s) and occupant(s);
 - Check the rental history of the prospective tenant(s) and occupant(s) with all landlords during the last two years, either as reported by the prospective tenant(s) or disclosed by the Service's investigation;
 - Check the public records in Fulton County and the Northern District of Georgia for bankruptcy and unlawful detainer actions involving the prospective tenant(s) and occupant(s);
 - Perform a criminal background check on the prospective tenant(s) and occupant(s); and
 - Report such information as is disclosed by its investigation to the Unit Owner.

If any of the above is not a part of the screening report, the Owner will separately verify this information and provide the Board written confirmation of having done so. The Owner will provide the Board a receipt from the Tenant Screening Service indicating the screening performed on the prospective tenant(s) and occupant(s).

The Board will not evaluate the information or make any determination or recommendation as to the suitability of any prospective tenant. The selection of a suitable and appropriate tenant is the sole responsibility of the Unit Owner. The Board and the Owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws.

If the Tenant Screening Report indicates that the potential tenant is a sex offender and/or convicted felon, the Owner must disclose this information in writing to the Board prior to the tenant's occupancy of the Unit.

4. **Roommates.** At the Board's discretion, if an Owner is suspected of leasing a Unit, but is claiming that the occupant is a roommate in order to bypass the Declaration, the Board may require such Owner to provide proof to demonstrate such claim, including but not limited to current motor vehicle registration, voter registration, employment verification, utility or other service invoices and/or driver's license, to establish a current residence address. Fines, termination of occupancy and/or other enforcement actions may result until the request for verification is satisfied.

C. Compliance with Association Governing Documents:

1. Any Owner leasing a Unit must provide the lessee with copies of the Declaration, Bylaws and rules and regulations governing the Condominium, including these Leasing Regulations (collectively the "Condominium Instruments").
2. All terms defined in the Condominium Instruments are incorporated herein by this reference. The Owner and each occupant of a leased Unit shall comply with all provisions of the Condominium Instruments. The Owner and the occupants of the Unit are responsible for violations by any guests visiting the Condominium and may be sanctioned for any such violation.
3. If a Unit is leased or occupied in violation of the Condominium Instruments, or if the Owner, an occupant or guest violates the Condominium Instruments, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner and/or occupant authorized under the Condominium Instruments or Georgia law, including but not limited to, terminating any leasing and/or lease, levying fines against the Owner and/or occupant(s), suspending common element use privileges, and/or removing or compelling the removal of any lessees and/or unauthorized occupants from a Unit.
4. The Board, in its reasonable discretion, may grant variances to this Policy as it determines to be appropriate.

Barrington Hills Condominium Leasing Addendum

[This Addendum is required with all leases of Units at Barrington Hills Condominium]

This Addendum is made and entered into this ____ day of _____, 201____ by and between the undersigned parties, and this Addendum hereby amends that Lease Agreement between the undersigned Landlord and Tenant dated _____, 201____, for the lease of Landlord's unit ("Unit") at Barrington Hills Condominium, by adding the following provisions thereto:

1. ASSOCIATION IS THIRD-PARTY BENEFICIARY; CONFLICTS. Tenant and Landlord acknowledge and agree that Barrington Hills Condominium Association, Inc. (the "Association"), is a third-party beneficiary of the promises made in this Addendum to the Lease Agreement, and that the Association may enforce any of the provisions of this Addendum against Landlord and Tenant. Landlord and Tenant also acknowledge and agree that Landlord and Tenant have been provided copies of, have read, are fully aware of, fully understand, and will strictly comply with all provisions of this Addendum, and with the Declaration of Condominium for Barrington Hills Condominium, the Association's Bylaws and rules and regulations, as may be amended. If there are any conflicts between the provisions of the Lease Agreement and this Addendum, then the provisions of this Addendum shall control. Except as expressly amended hereby, the Lease Agreement shall continue in full force and effect.

2. COMPLIANCE AND ENFORCEMENT BY ASSOCIATION. Tenant shall control the conduct of his or her family and guests to assure compliance with the Association's legal documents and shall indemnify and hold Landlord and the Association harmless for any such person's failure to comply. Landlord and Tenant agree that the violation by Tenant, or any occupant or person living with Tenant, of any provision of this Addendum, the Declaration, Bylaws or Association rules shall constitute a default under this Lease, and that the Association is hereby granted the authority and power to declare the Lease in default and terminated for any such violation. The Association may bring an action against the Landlord and/or Tenant for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, Bylaws or Georgia law, including all remedies available to a landlord upon breach or default of a lease (including eviction of Tenant), for violations of the Declaration, Bylaws, Association rules or this Lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. Landlord delegates and assigns to the Association, at the Board's discretion, the power to evict Tenant on behalf of and for the benefit of Landlord. If the Association proceeds to evict Tenant, any costs associated therewith, including attorneys' fees and court costs, shall be specially assessed against Landlord's Unit and shall be a personal obligation of Landlord, being deemed as an expense which benefits the leased Unit and Landlord. If Tenant, or any guest, invitee, licensee or family member of Tenant violates the Declaration, Bylaws or Association rules for which a fine is imposed, such fine may be assessed against Tenant and/or Landlord, as provided in the Declaration and Bylaws.

3. PAYMENT OF ASSESSMENTS. Upon request by the Association, Tenant shall pay to the Association all unpaid annual and special assessments which come due or are due during the term of the Lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or before the due dates for, Tenant's normal monthly rental payments to Landlord under the Lease. All such payments made under this Paragraph shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to Landlord. If Tenant fails to comply with such request, Tenant shall pay the Association all late or delinquent charges, interest, costs of collection and reasonable attorneys' fees actually incurred, to the same extent Tenant would be required to make such payments to the Association if Tenant were the owner of the Unit during the term of this Lease and any other period of occupancy by Tenant.

4. MAINTENANCE AND INDEMNIFICATION. Tenant shall promptly advise the Landlord of any condition of the Unit which requires repair or maintenance by Landlord, and Tenant shall promptly advise the Association of any condition of the Common Area affecting the Unit which requires repair or maintenance by the Association. Tenant shall be liable for and shall indemnify, release and hold Landlord and the Association harmless from any damage or injury to the person or property of Tenant or any other person if such damage or injury is due, in whole or in part, to: (1) the act or negligence of the Tenant, Tenant's guests, family, licensees or invitees, or (2) any failure of Tenant to report in writing to Landlord and the Association any defective condition which Landlord or the Association would be required to repair under the terms of the Declaration and this Lease.

5. USE OF COMMON ELEMENTS. Landlord transfers and assigns to Tenant for the term of this Lease all privileges that Landlord has to use any Association amenities. Landlord and Tenant agree that delinquency by Landlord in the payment of assessments or other charges to the Association authorizes the Association to suspend Common Element use privileges. Landlord and Tenant agree that the Association may notify the Tenant of any such suspension of privileges caused by the Landlord's delinquency.

6. SECURITY. Landlord and Tenant acknowledge and agree that the Association may, but shall not be required to, periodically provide measures or take actions which improve safety at the Condominium. However, Landlord and Tenant, for themselves and their guests, licensees and invitees, acknowledge and agree that the Association is not a provider of security and shall have no duty to provide security on or at the Condominium. Landlord and Tenant shall be responsible to protect their person and property and to provide such security as they deem appropriate. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

TENANT: _____
(Signature)

LANDLORD: _____
(Signature)

TENANT: _____
(Signature)

Name: _____
(Please Print)

NAME(S): _____(Please Print)