



NOVEMBER 28, 2016

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
6:30 PM

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE TO THE FLAG**
- IV. NEW BUSINESS**
 - A. City Center: Consideration of Master Declaration Agreement**
- V. PUBLIC COMMENT**
- VI. REPORTS**
- VII. ADJOURNMENT**



STAFF REPORT

Submitting Department: Legal

Submitted By: Sam Thomas

Meeting Date: November 28, 2016

I. AGENDA ITEM TITLE: CITY CENTER: CONSIDERATION OF MASTER DECLARATION AGREEMENT

II. RECOMMENDATION:

Approve and adopt a resolution of the Mayor and Council to authorize the execution, consent, and joinder of the City of Alpharetta into that certain declaration of covenants, conditions, restrictions, and easements for Alpharetta City Center; to provide for repealing conflicting resolutions; to provide for an effective date; and for other purposes.

III. REPORT IN BRIEF:

Please reference attached resolution.

IV. ALTERNATIVES:

V. ATTACHMENTS:

Resolution Authorizing Execution Of Declaration

RESOLUTION OF THE MAYOR AND COUNCIL TO AUTHORIZE THE EXECUTION,
CONSENT AND JOINDER OF THE CITY OF ALPHARETTA (THE "CITY") INTO
THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR ALPHARETTA CITY CENTER (THE "DECLARATION");
TO PROVIDE FOR REPEALING CONFLICTING RESOLUTIONS; TO PROVIDE
FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Alpharetta (the "CITY") and MMS Alpharetta, LLC ("MMS") have heretofore entered into that certain Agreement of Purchase and Sale, as amended (the "Agreement"), regarding certain outparcels adjacent to City Hall; and

WHEREAS, the Agreement provides that the CITY and MMS shall become parties to a Declaration to govern, among other things, the management of common grounds within Alpharetta City Center, with MMS as Declarant, and the CITY executing a Consent and Joinder to the Declaration; and

WHEREAS, the parties have agreed to the form of the Declaration and by this Resolution wish to authorize the execution of the Joinder and Consent to the Declaration by the CITY;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

Section 1. Authorization of Declaration. The execution and delivery by the Mayor of the City of the Declaration is hereby authorized and approved. The Declaration shall be in substantially the form attached hereto as Exhibit "A", subject to such changes, insertions, and omissions as may be approved by the Mayor, the City Attorney and the Clerk of the City of Alpharetta, Georgia (the "Clerk"), executing the same, and the execution of the Declaration by the Mayor and the Clerk as herein authorized shall be conclusive evidence of such approval.

Section 2. Repealing Clause. All resolutions or parts thereof of the Council of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO RESOLUTION
TO AUTHORIZE EXECUTION OF DECLARATION]

SO RESOLVED this _____ day of _____, 2016.

CITY OF ALPHARETTA, GEORGIA

By: _____
David C. Belle Isle, Mayor

COUNCIL MEMBERS

Jason Binder

Jim Gilvin

Mike Kennedy

Dan Merkel

Donald Mitchell

Chris Owens

(SEAL)

Attest:

City Clerk
2229538

Exhibit "A"
to Resolution

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR ALPHARETTA CITY CENTER**

TABLE OF CONTENTS

ARTICLE I.	DEFINITIONS	1
Section 1.1	Additional Property	1
Section 1.2	Approve, Approved or Approval	1
Section 1.3	Bikeways	1
Section 1.4	Building	1
Section 1.5	Building Encroachment Easement	Error! Bookmark not defined.
Section 1.6	City	1
Section 1.7	City Parcels	1
Section 1.8	City Parking Deck	1
Section 1.9	City Parking Deck Parcel	1
Section 1.10	City Parking Deck Site Plan	1
Section 1.11	City Roads	2
Section 1.12	Code	2
Section 1.13	Declarant	2
Section 1.14	Declarant Control Period	2
Section 1.15	Declaration	2
Section 1.16	Design Guidelines	Error! Bookmark not defined.
Section 1.17	Development Parcels	2
Section 1.18	Development Parcel 1	2
Section 1.19	Development Parcel 1 Owner	2
Section 1.20	Development Parcel 2A	3
Section 1.21	Development Parcel 2A Owner	3
Section 1.22	Development Parcel 2B	3
Section 1.23	Development Parcel 2B Owner	3
Section 1.24	Development Parcel 3	3
Section 1.25	Development Parcel 3 Owner	3
Section 1.26	Development Parcel 4	3
Section 1.27	Development Parcel 4 Owner	3
Section 1.28	Development Parcel 5	3
Section 1.29	Development Parcel 5 Owner	3
Section 1.30	Development Parcel 6	3
Section 1.31	Development Parcel 6 Owner	3

Section 1.32	Development Parcel 13	3
Section 1.33	Development Parcel 13 Owner	3
Section 1.34	Development Parcel Owner	3
Section 1.35	Drain and Trail Easement Agreement	4
Section 1.36	Drainage Facilities	4
Section 1.37	Effective Date	4
Section 1.38	Emergency	4
Section 1.39	Encroaching Building Easement	4
Section 1.40	Environmental Laws	4
Section 1.41	Foreclosure	5
Section 1.42	Georgia Condominium Act	5
Section 1.43	Governing Instruments	5
Section 1.44	Governmental Authority	5
Section 1.45	Governmental Requirements	5
Section 1.46	Hazardous Substances	5
Section 1.47	Improvements	5
Section 1.48	Initial Improvements	6
Section 1.49	Initial Infrastructure	6
Section 1.50	Majority	6
Section 1.51	Master Development Plan	6
Section 1.52	Mortgage	6
Section 1.53	Mortgagee	7
Section 1.54	Mortgagor	7
Section 1.55	Occupant	7
Section 1.56	Official Records	7
Section 1.57	Owner	7
Section 1.58	Parcels	7
Section 1.59	Parking Agreement	7
Section 1.60	Parking Deck B	7
Section 1.61	Parking Deck Expansion Easement Agreement	7
Section 1.62	Parking Decks	7
Section 1.63	Pathways	7
Section 1.64	Permittee	8
Section 1.65	Person	8
Section 1.66	Project	8
Section 1.67	Proposed Plans	Error! Bookmark not defined.
Section 1.68	Proposed Work	Error! Bookmark not defined.
Section 1.69	Public Events	8
Section 1.70	Rules and Regulations	8

Section 1.71	Sidewalks and Streetscapes.....	8
Section 1.72	Sidewalk Encroachment Zone	8
Section 1.73	Signage.....	8
Section 1.74	Site Plan.....	8
Section 1.75	Supplementary Declaration	8
Section 1.76	Town Green Parcel.....	9
Section 1.77	Unit.....	9
Section 1.78	Utilities Systems	9
Section 1.79	Zoning Conditions.....	9
ARTICLE II.	PURPOSE OF THIS DECLARATION; PROPERTY SUBMITTED TO THIS	
DECLARATION	9	
Section 2.1	Purpose.....	9
Section 2.2	Property Hereby Subjected to this Declaration.....	9
Section 2.3	Run With the Land.	9
Section 2.4	Annexation of Additional Property.	10
Section 2.5	Withdrawal of Property.	10
ARTICLE III.	EASEMENTS.....	10
Section 3.1	Easements Burdening and Benefitting All Parcels.	10
Section 3.2	Other Easements Burdening the City Parcels.	11
ARTICLE IV.	APPROVALS AND APPROVAL PROCESS; CONSTRUCTION REQUIREMENTS;	
ARCHITECTURAL CONTROLS	15	
Section 4.1	General Principles.	15
Section 4.2	Legal and Other Requirements.	15
Section 4.3	Plan Approval.	Error! Bookmark not defined.
Section 4.4	Construction After Approval.....	Error! Bookmark not defined.
Section 4.5	Plan Submittals to Governmental Authority.....	Error! Bookmark not defined.
Section 4.6	Design Criteria.	Error! Bookmark not defined.
Section 4.7	Requirements and Restrictions Regarding Construction, Maintenance and Repair.	15
ARTICLE V.	COMPLIANCE WITH LAWS AND ZONING	16
Section 5.1	Compliance with Laws and Covenants.....	16
Section 5.2	Environmental.	16
Section 5.3	Indemnification.....	17
Section 5.4	Zoning Compliance and Changes in Zoning.	17
Section 5.5	Subdivision.....	17
ARTICLE VI.	OWNERSHIP AND MAINTENANCE OF THE PROJECT	17
Section 6.1	Ownership.....	17
Section 6.2	General Maintenance and Operation of Parcels.	18
Section 6.3	Initial Infrastructure; Charges and Lien Rights.	19
ARTICLE VII.	USE RESTRICTIONS.....	20

Section 7.1	General	20
Section 7.2	Rules and Regulations Affecting the Project.	20
Section 7.3	Prohibition of Damage, Nuisance and Noise.....	20
Section 7.4	Prohibited Uses.	21
Section 7.5	Requirements and Restrictions Regarding Use and Operation.	21
Section 7.6	Use of the City Parcels.	22
Section 7.7	Operation, Administration and Use of the Surface Parking Spaces on the City Parcels, the City Parking Deck and Parking Deck B.	23
ARTICLE VIII.	INSURANCE.....	25
Section 8.1	Insurance – General.	25
ARTICLE IX.	CASUALTY AND EMINENT DOMAIN	28
Section 9.1	Casualty.....	28
Section 9.2	Condemnation.	29
ARTICLE X.	ENFORCEMENT	29
Section 10.1	Responsibility of Development Parcel Owner.	29
Section 10.2	Default.....	29
Section 10.3	Notice of Default.	29
Section 10.4	Remedies Cumulative.....	30
Section 10.5	Failure to Enforce Not a Waiver.	30
Section 10.6	Inspection.....	30
Section 10.7	Attorney's Fees; Charges.	30
Section 10.8	Interest.	31
Section 10.9	Certain Limitations on Remedies.....	31
ARTICLE XI.	DECLARANT RIGHTS	31
Section 11.1	Right to Transfer or Assign Declarant Rights and Obligations.	31
Section 11.2	Declarant Control Period.	31
ARTICLE XII.	AMENDMENT.....	32
Section 12.1	During the Declarant Control Period.....	32
Section 12.2	After the Declarant Control Period.....	32
Section 12.3	Effectiveness of an Amendment.....	33
Section 12.4	Consent of Occupants and Permittees Not Required.	33
ARTICLE XIII.	MISCELLANEOUS	33
Section 13.1	Dispute Resolution.....	33
Section 13.2	Estoppel Certificates.....	34
Section 13.3	Governing Law.....	34
Section 13.4	Severability.	34
Section 13.5	Declaration Shall Continue Notwithstanding Breach.	35
Section 13.6	No Waiver.	35
Section 13.7	Conflicts.	35

Section 13.8	Unavoidable Delays.....	35
Section 13.9	No Reverter.....	36
Section 13.10	Terminology.....	36
Section 13.11	Titles.....	36
Section 13.12	Grants and Agreements.....	36
Section 13.13	Interpretations.....	36
Section 13.14	Duration.....	36
Section 13.15	Rules Against Perpetuities.....	36
Section 13.16	Mortgagee Rights.....	37
Section 13.17	Exhibits.....	37
Section 13.18	Binding Effect.....	37
Section 13.19	Effective Date of Declaration.....	37
Section 13.20	No Rights for Third Persons.....	37
Section 13.21	Negation of Partnership.....	37
Section 13.22	Limitation of Liability.....	37
Section 13.23	Notices.....	38
Section 13.24	Security.....	39
Section 13.25	Time of Essence.....	39
Section 13.26	Title Disclosures.....	39
Section 13.27	Role of the City.....	39
Section 13.28	No Indemnification or Obligation to Pay Attorneys' Fees by City.....	40

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR ALPHARETTA CITY CENTER**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ALPHARETTA CITY CENTER ("Declaration," as further defined in Section 1.17 of this Declaration) is made and entered into as of the ____ day of _____, 201____, by MMS Alpharetta, LLC, a Georgia limited liability company ("Declarant," as further defined in Section 1.15 of this Declaration).

PREAMBLE:

WHEREAS, Declarant is the owner of certain real property located in Land Lot(s) _____ of the _____ District, City of Alpharetta, Fulton County, Georgia, as more particularly described on Exhibit "A" ("Development Parcels," as further defined in Section 1.21 of this Declaration);

WHEREAS, the City of Alpharetta, a political subdivision of the State of Georgia ("City," as further defined in Section 1.7 of this Declaration), has entered into this Declaration as the owner of certain real property located in Land Lot(s) _____ of the _____ District, City of Alpharetta, Fulton County, Georgia, as more particularly described on Exhibit "B" ("City Parcels," as further defined in Section 1.9 of this Declaration), as evidenced by the consent and joinder executed by the City and attached to this Declaration;

WHEREAS, the Development Parcels and the City Parcels are located within the Master Development Plan (as defined in Section 1.60 of this Declaration) for "Alpharetta City Center" ("Project," as further defined in Section 1.79 of this Declaration), which Master Development Plan has been adopted by the City;

WHEREAS, Declarant intends to develop on said Project, with the consent of the City with respect to the City Parcels, a vibrant mixed-use development (but not as a planned or common interest development) comprised of complementary uses, including, but not limited to, retail, restaurant, office, residential, and other ancillary uses, that are integrated by a network of streets, sidewalks, and paths designed to encourage pedestrian travel and communal gathering in the heart of the downtown district of the City of Alpharetta;

WHEREAS, the Master Development Plan employs "connectivity" throughout the Project to encourage natural, positive, social interaction, and to promote a strong sense of community;

WHEREAS, Declarant desires to subject the Project, with the consent of the City with respect to the City Parcels, to the covenants, conditions, restrictions and easements set forth in this Declaration in order to provide a general plan for development, improvement, use, operation and occupation of the Project in an orderly manner, with appropriate construction, architectural, use, operation and maintenance controls to maintain the value and functionality of the Project as well as to preserve the City's original vision for the Project as a "city center"; and

NOW, THEREFORE, Declarant hereby declares, with the consent of the City with respect to the City Parcels, that the Project is now and shall be hereafter owned, held, developed, transferred, sold, conveyed, leased, subleased, used, maintained, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, and easements hereinafter set forth in this Declaration, and every grantee of any interest in any portion of the Project, by acceptance of a deed or other conveyance, whether or not such deed or other conveyance shall be signed by such grantee and whether

or not such grantee shall otherwise consent in writing, shall take subject to this Declaration and shall be deemed to have assented to and agreed to the same.

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO CREATE A CONDOMINIUM REGIME SUBJECT TO THE GEORGIA CONDOMINIUM ACT, O.C.G.A. § 44-3-70, *ET SEQ.*

THIS DECLARATION DOES NOT AND IS NOT INTENDED TO SUBMIT THE PROJECT TO THE TERMS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, *ET SEQ.*

ARTICLE I. DEFINITIONS

As used herein, the following terms shall have the meanings set forth in this Article I (such meanings to be applicable to both the singular and plural forms of the terms defined). All capitalized terms used in this Declaration that are not defined in this Article I shall have the meanings set forth elsewhere in this Declaration.

Section 1.1 Additional Property shall mean and refer to any and all real property lying and being within a one thousand (1,000) foot radius of the Project, as measured from the exterior boundary lines of the Project. Nothing in this Declaration shall be construed to require Declarant or any successor or assign to develop any portion of the Project or the Additional Property in any manner whatsoever.

Section 1.2 Alcoholic Beverage Ordinance shall have the meaning ascribed to that term in Section 7.5(e) of this Declaration.

Section 1.3 Approve, Approved or Approval shall mean and refer to an express prior approval in a written statement signed by the approving Person.

Section 1.4 Arbitrator shall have the meaning ascribed to that term in Section 13.1(a) of this Declaration.

Section 1.5 Bikeways shall mean and refer to bike lanes and bike paths that are used for recreational purposes, as the same are actually constructed and installed on the Project.

Section 1.6 Building shall mean and refer to and include, but not be limited to, both the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to, outside platforms and docks, balconies, porches, decks, and patios.

Section 1.7 City shall mean and refer to the City of Alpharetta, a political subdivision of the State of Georgia.

Section 1.8 City Parcel Percentage Share shall have the meaning ascribed to that term in Section 3.1(b) of this Declaration.

Section 1.9 City Parcels shall mean and collectively refer to the City Roads, the City Parking Deck Parcel, the Town Green Parcel, and Development Parcel 13. The term "City Parcel" shall mean and refer to any of the City Parcels. Notwithstanding the foregoing, Development Parcel 13 shall be deemed to be a City Parcel only for the period of the City's ownership thereof, and shall be deemed to be a "Development Parcel" for all purposes of this Declaration upon the City's disposition thereof. Further, if at any time the City owns or hereinafter acquires title to a Parcel that would otherwise be deemed to be a Development Parcel hereunder, then for the period of the City's ownership only, such Development Parcel shall be deemed to be a City Parcel.

Section 1.10 City Parking Deck shall mean and refer to the existing parking deck located on the City Parking Deck Parcel.

Section 1.11 City Parking Deck Parcel shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "L." The City Parking Deck Parcel is subject to the Parking Agreement.

Section 1.12 City Parking Deck Site Plan shall mean and refer to the site plan of the City Parking Deck and the allocation of the parking spaces located therein that is attached to this Declaration as Exhibit "P" and incorporated herein by this reference. Notwithstanding anything to the contrary stated in this Declaration, the City Parking Deck Site Plan may be amended by the City with the written Approval

of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Development Parcel Owners, in each case not to be unreasonably withheld, conditioned or delayed.

Section 1.13 City Roads shall mean and collectively refer to those publicly dedicated roads and streets located within the Project, including, but not limited to, Academy Street, Main Street, Park Plaza, North Broad Street, South Broad Street, Market Street, and Commerce Street, as well as any other unnamed public interior roads and streets, in each case as shown on the Site Plan and designated as a "City Road."

Section 1.14 Code shall mean and refer to the Code of Ordinances of the City of Alpharetta.

Section 1.15 Declarant shall mean and refer to MMS Alpharetta, LLC, a Georgia limited liability company, and its successors and assigns pursuant to Section 11.1 of this Declaration. Notwithstanding anything to the contrary stated in this Declaration, there shall be only one (1) Person entitled to exercise the rights and powers of the "Declarant" hereunder at any time. The City is joining in the recording of this Declaration solely as the Owner of the City Parcels. All duties and responsibilities of Declarant hereunder or as may now or in the future be required of Declarant under the Governing Instruments shall be performed solely by MMS Alpharetta, LLC, a Georgia limited liability company, and its successors and assigns.

Section 1.16 Declarant Control Period shall mean and refer to the period of time during which Declarant owns any property that is subject to this Declaration or has the right to subject Additional Property to this Declaration in accordance with Section 2.4 of this Declaration. Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Declarant Control Period by recording a written instrument evidencing same in the Official Records.

Section 1.17 Declaration shall mean and refer to this Declaration of Covenants, Conditions, Restrictions, and Easements for Alpharetta City Center, including the exhibits attached to this Declaration, as amended and in effect from time to time. **Decorative Landscaping Area** shall have the meaning ascribed to that term in Section 7.5(a) of this Declaration.

Section 1.19 Defaulting Owner shall have the meaning ascribed to that term in Section 10.2 of this Declaration.

Section 1.20 Delayed Party shall have the meaning ascribed to that term in Section 13.8 of this Declaration.

Section 1.21 Development Parcels shall mean and collectively refer to Development Parcel 1, Development Parcel 2A, Development Parcel 2B, Development Parcel 3, Development Parcel 4, Development Parcel 5, and Development Parcel 6, less and except any portions of such Development Parcels that are dedicated to and accepted by the City; provided, however, nothing in this Declaration shall prohibit the creation of additional Development Parcels. The term "Development Parcel" shall mean and refer to any of the Development Parcels existing within the Project from time to time. Notwithstanding the foregoing, Development Parcel 13 shall be deemed to be a "Development Parcel" hereunder immediately upon the City's disposition thereof. Further, if at any time the City owns or hereinafter acquires title to a Parcel that would otherwise be deemed to be a Development Parcel hereunder, then for the period of the City's ownership only, such Development Parcel shall be deemed to be a City Parcel.

Section 1.22 Development Parcel 1 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "D" and shown on the Site Plan.

Section 1.23 Development Parcel 1 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 1.

Section 1.24 Development Parcel 2A shall mean refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "E" and shown on the Site Plan.

Section 1.25 Development Parcel 2A Owner shall mean and refer to the Development Parcel Owner of Development Parcel 2A.

Section 1.26 Development Parcel 2B shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "F" and shown on the Site Plan.

Section 1.27 Development Parcel 2B Owner shall mean and refer to the Development Parcel Owner of Development Parcel 2B.

Section 1.28 Development Parcel 3 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "G" and shown on the Site Plan.

Section 1.29 Development Parcel 3 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 3.

Section 1.30 Development Parcel 4 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "H" and shown on the Site Plan.

Section 1.31 Development Parcel 4 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 4.

Section 1.32 Development Parcel 5 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "I" and shown on the Site Plan.

Section 1.33 Development Parcel 5 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 5.

Section 1.34 Development Parcel 6 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "J" and shown on the Site Plan.

Section 1.35 Development Parcel 6 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 6.

Section 1.36 Development Parcel 13 shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "K" and shown on the Site Plan. Development Parcel 13 will be a "City Parcel" under this Declaration until such time as the City disposes of same.

Section 1.37 Development Parcel 13 Owner shall mean and refer to the Development Parcel Owner of Development Parcel 13. As of the date hereof, the City is the Development Parcel 13 Owner but is not a "Development Parcel Owner" under this Declaration.

Section 1.38 Development Parcel Owner shall mean and refer to any Person or Persons (including, without limitation, Declarant) who owns or holds a fee simple interest in a Development Parcel, a long-term ground leasehold interest in a Development Parcel, or a leasehold interest in a Development Parcel pursuant to an Incentives Lease, as shown by and in the Official Records, subject to the following special rules:

(a) Any Person having an interest in such real property solely as security under a Mortgage shall not be deemed a Development Parcel Owner for purposes of this Declaration, unless such Person shall have excluded the Mortgagor from possession thereof by appropriate legal proceedings following a default under such Mortgage or has acquired fee simple title to such property by Foreclosure;

(b) Individual tenants or lessees (other than tenants or lessees holding pursuant to a long-term ground lease or Incentives Lease) of any portion of a Development Parcel shall not be deemed a Development Parcel Owner thereof, unless otherwise agreed by the fee simple or remainder title holder thereof and Approved by Declarant, in which case the fee simple or remainder title holder shall not be deemed a Development Parcel Owner for purposes of this Declaration;

(c) The lessee under any Incentives Lease of a Development Parcel shall be deemed to be the Development Parcel Owner thereof, and the fee simple owner of such Development Parcel shall not be deemed the Development Parcel Owner thereof for purposes of this Declaration;

(d) Any Person holding or owning any easements, rights-of-way or licenses that pertain to or affect any such Development Parcel shall not be deemed a Development Parcel Owner for purposes of this Declaration;

(e) If any of the Development Parcels is owned by more than one (1) Person, the Person or Persons holding at least fifty-one percent (51%) of the collective ownership interests in such Development Parcel shall designate in writing one (1) Person to be deemed to be the Development Parcel Owner of the Development Parcel for purposes of this Declaration;

(f) Notwithstanding anything to the contrary stated in this Declaration, in the event that any of the Development Parcels is submitted to the condominium form of ownership pursuant to the Georgia Condominium Act or any other declaration of covenants, the Development Parcel Owner of such Development Parcel for purposes of this Declaration shall mean and refer to the respective association created on behalf of the owners of the applicable Units. The term Development Parcel Owner shall not be construed to include any Person that owns title to any Unit; and

(g) The City is not the Development Parcel Owner of Development Parcel 13.

Section 1.39 Development Parcel Percentage Share shall have the meaning ascribed to that term in Section 3.1(b) of this Declaration.

Section 1.40 Drain and Trail Easement Agreement shall mean and refer to that certain Drain and Trail Easement Agreement dated as of May ____, 2016, by and between the City of Alpharetta and Newhall Land Co., a Georgia corporation, recorded in Deed Book ____, Page ____, *et seq.*, of the Official Records, as amended.

Section 1.41 Drainage Facilities shall mean and refer to those certain storm water drainage facilities to be located in the "Stormwater Drainage Easement Areas" as depicted on the Site Plan.

Section 1.42 Drainage Maintenance Expenses shall have the meaning ascribed to that term in the Drain and Trail Easement Agreement.

Section 1.43 Effective Date shall mean and refer to the date of recording of this Declaration in the Official Records.

Section 1.44 Emergency shall mean and refer to a situation or condition that poses, or if continued to exist, is reasonably likely to pose, a substantial risk to the life, health, safety or property of any Owner and/or its Permittees.

Section 1.45 Encroaching Building Improvements shall have the meaning ascribed to that term in Section 3.2(b) of this Declaration.

Section 1.46 Environmental Laws shall mean and refer to all present and future federal, state or local laws, rules, orders, ordinances, common law principles, and regulations pertaining to protection of human health from Hazardous Substances, protection of natural resources, protection of the

environment, environmental regulation or the use, processing, storage, disposal, generation, treatment, release, reclamation, handling, manufacture, or transportation of Hazardous Substances or any contamination, investigation, response, damage, cleanup or disclosure or other liability related thereto, including, but not limited to, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.* (each as may be amended) and such regulations as may be promulgated with respect thereto, including, but not limited to, the regulations contained in Title 40 of the Code of Federal Regulations.

Section 1.47 Estoppel Certificate shall have the meaning ascribed to that term in Section 13.2 of this Declaration.

Section 1.48 Foreclosure shall mean and refer to, without limitation (i) the judicial foreclosure of a Mortgage; (ii) the exercise of a power of sale contained in any Mortgage; (iii) conveyance of the property encumbered by a Mortgage in lieu of foreclosure thereof; or (iv) any action commenced or taken by a lessor to regain possession or control of property leased to a lessee in a transaction commonly known as a "sale/leaseback."

Section 1.49 Georgia Condominium Act shall mean and refer to O.C.G.A. § 44-3-70, *et seq.*, as the same may be amended from time to time.

Section 1.50 Governing Instruments shall mean and refer to this Declaration and all Exhibits to this Declaration, the Master Development Plan, and with respect to the Development Parcel Owners but not the City, and the Rules and Regulations, all as may be supplemented or amended from time to time.

Section 1.51 Governmental Authority shall mean and refer to any federal, state, county, city or local governmental or quasi-Governmental Authority, entity or body (and any agency, authority, court, department, commission, board, bureau or instrumentality of any of them) that exercises jurisdiction over a particular subject matter, including, but not limited to the Development Authority of Fulton County.

Section 1.52 Governmental Requirements shall mean and refer to all applicable laws, statutes, ordinances, codes, rules, regulations, orders, and applicable judicial decisions or decrees, and zoning conditions, including, without limitation, the Code and the Zoning Conditions, and other terms and conditions contained in the applicable zoning case for the Project, as presently existing and as hereafter amended, of any Governmental Authority.

Section 1.53 Hazardous Substances shall mean and refer to those substances now or hereafter regulated as or otherwise included within (whether as a result of such substance's inclusion on a list, physical characteristics or otherwise) any of the definitions of "hazardous substances," "hazardous waste," "Hazardous Substances," "pollutant," "contaminant" or "toxic substance" under or otherwise regulated by, any Environmental Laws; including, but not limited, to (i) mixtures containing listed Hazardous Substances and waste generated from the use, treatment, storage or disposal of Hazardous Substances, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) radioactive materials, and (v) petroleum (including crude oil or any fraction thereof or any waste oil or petroleum), natural gas, natural gas liquids, liquefied natural gas and synthetic gas. "Hazardous Substances" shall not include commercially reasonable amounts of such materials used in the ordinary course of development or operation of the Project, including the Development Parcels that are used and stored in accordance with all applicable Environmental Laws.

Section 1.54 Improvements shall mean and refer to and include every structure and all appurtenances thereto of every kind and type and any other man-made or man-caused physical change upon, over, across, above or under the Project or any portion thereof. Improvements shall include, but not be limited to, the following facilities and activities: any and all Buildings, outbuildings, streets, roads, access roads, driveways, Sidewalks and Streetscapes, Pathways, Bikeways, pedestrian malls, traffic control devices and signs, the Parking Decks, parking lots and other parking areas, loading areas,

Signage, canopies, awnings, trellises, fences, lawns, landscaping, open space, patios, recreational facilities such as tennis courts and swimming pools, shelters, security and safety devices, bridges, construction trailers and other temporary construction outbuildings, screening walls, retaining walls, stairs, decks, benches and other exterior furniture, hedges, windbreaks, plantings, planted trees and shrubs, poles, exterior air conditioning, heating or air-handling equipment or fixtures, ventilation equipment or fixtures, water softener fixtures or equipment, aerials, antennas, lighting fixtures, drainage structures, communications equipment, including, without limitation, microwave dishes and relay equipment coaxial and fiber optic cables, satellite transmitting and/or receiving ground stations, poles, pumps, wells, tanks, reservoirs, pipes, conduits, ducts, chutes, flues, lines, meters, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities, and the color, texture, or material or other change to any Improvement. The terms "Improvement" and "Improvements" shall refer to all Initial Improvements and any and all future Improvements, and shall include Improvements that may be permanent or temporary, stationary or moveable, or that may be above, on or below ground level.

Section 1.55 Incentives Lease shall mean and refer to any lease or rental agreement entered into by and between a Governmental Authority, as landlord or lessor, and an Owner, as tenant or lessee, to facilitate an Incentives Transaction.

Section 1.56 Incentives Transaction shall mean and refer to any transaction by and between an Owner and a Governmental Authority that is structured for the purpose of providing such Owner (or such Owner's Parcel) with tax abatements or other economic incentives.

Section 1.57 Initial Improvements shall refer to all Improvements shown on the Site Plan and the Master Development Plan, which the Development Parcel Owners shall perform and complete with due diligence and dispatch at their sole cost and expense (except as provided to the contrary herein or in other written agreements entered into by the City) after the date of this Declaration. The term "Initial Improvements" shall include the Initial Infrastructure. The term "Initial Improvements" shall also include the work necessary to reduce the width of Academy Street and to relocate certain parallel parking spaces that are currently part of the City Roads, all as shown on the Space Plan and Master Development Plan.

Section 1.58 Initial Infrastructure shall refer to the Utilities Systems, traffic control devices and signs, City Roads, landscaping and lighting systems on the Project, landscaping along the periphery of the Project, entry features for the Project, and other Improvements, existing on the Project as of the Effective Date or as initially installed by or at the direction of the City or Declarant to service the Project, and as the same may be altered from time to time pursuant to the provisions of this Declaration.

Section 1.59 Licensee shall have the meaning ascribed to that term in Section 7.5(e) of this Declaration.

Section 1.60 Majority shall mean and refer to more than fifty percent (50%) of the total eligible number.

Section 1.61 Master Development Plan shall mean and refer to that certain Master Development Plan for Alpharetta City Center, dated _____, 201__, last revised _____, 201__, and Approved by the City, as the same may be amended by the City from time to time with the consent of Declarant, which consent shall not be unreasonably withheld, conditioned or delayed. The Project is subject to the Master Development Plan.

Section 1.62 Mortgage shall mean and refer to any security deed or deeds to secure debt, mortgage or other similar instrument filed in the Official Records that encumbers all or a portion of any of the Development Parcels as reflected in the Official Records, including, without limitation, any leasehold mortgage encumbering an Incentives Lease; provided, however, the term "Mortgage" shall not be construed to include any security deed, deed to secure debt or similar instrument that solely encumbers a particular Unit.

Section 1.63 Mortgagee shall mean and refer to the holder of a Mortgage.

Section 1.64 Mortgagor shall mean and refer to the grantor of a Mortgage.

Section 1.65 Non-Defaulting Owner shall have the meaning ascribed to that term in Section 10.2 of this Declaration.

Section 1.66 Non-performing Owner shall have the meaning ascribed to that term in Section 6.2(f) of this Declaration.

Section 1.67 Occupant shall mean and refer to a Development Parcel Owner or any other Person from time to time entitled to the use and occupancy of any portion of any of the Development Parcels, under an ownership right or under any lease, sublease, license, concession, or other similar agreement.

Section 1.68 Official Records shall mean and refer to the official real estate records of the office of the Clerk of the Superior Court of Fulton County, Georgia.

Section 1.69 Outdoor Dining Area shall have the meaning ascribed to that term in Section 7.5(a) of this Declaration.

Section 1.70 Owner shall mean, in context as applicable, the City (with respect to the City Parcels), and each Development Parcel Owner (with respect to the Development Parcels).

Section 1.71 Parcels shall mean and collectively refer to the City Parcels, Development Parcel 1, Development Parcel 2A, Development Parcel 2B, Development Parcel 3, Development Parcel 4, Development Parcel 5, Development Parcel 6, Development Parcel 13, and any other Development Parcels existing within the Project from time to time, less and except any portions of such Development Parcels that are dedicated to and accepted by the City. The term "Parcel" shall mean and refer to any of the Parcels.

Section 1.72 Parking Agreement shall mean and refer to that certain Parking Agreement dated as March 3, 2014, by and between the City of Alpharetta, a political subdivision of the State of Georgia, and Fulton County, Georgia, a political subdivision of the State of Georgia, recorded in Deed Book 53744, Page 442, *et seq.*, of the Official Records, as amended.

Section 1.73 Parking Deck B shall mean and refer to the parking deck to be constructed on Development Parcel 6, as shown on the Site Plan, as the same is actually constructed and installed on the Project in accordance with the Parking Deck Expansion Easement Agreement.

Section 1.74 Parking Deck Expansion Easement Agreement shall mean and refer to that certain Parking Deck Expansion Easement Agreement dated as _____, 201____, by and between the City of Alpharetta, a political subdivision of the State of Georgia, and MMS Alpharetta, LLC, a Georgia limited liability company, recorded in Deed Book _____, Page _____, *et seq.*, of the Official Records, as amended.

Section 1.75 Parking Decks shall mean and collectively refer to the City Parking Deck and Parking Deck B. The Parking Decks are subject to the terms and conditions of the Parking Deck Expansion Easement Agreement.

Section 1.76 Pathways shall mean and refer to pedestrian walkways, trails, and paths within the Project, as the same are actually constructed and installed on the Project.

Section 1.77 Permittee shall mean and refer to any Occupant, any tenant, subtenant, successor or assignee of an Occupant, or any officer, director, agent, employee, licensee, guest, invitee, independent contractor, or Mortgagee of an Owner.

Section 1.78 Person shall mean and refer to a corporation, partnership, limited liability company, co-tenancy, joint venture, individual, business trust, real estate investment trust, trust, banking association, federal or state savings and loan institution, or any other legal entity, whether or not a party hereto.

Section 1.79 Project shall mean and refer to the "Alpharetta City Center," which is comprised of real property containing approximately ____ acres described on Exhibit "L," which includes the Development Parcels and the City Parcels, and all Improvements located thereon.

Section 1.80 Public Events shall have the meaning ascribed to that term in Section 7.6(a) of this Declaration.

Section 1.81 Released Owner shall have the meaning ascribed to that term in Section 8.1(d) of this Declaration.

Section 1.82 Releasing Owner shall have the meaning ascribed to that term in Section 8.1(d) of this Declaration.

Section 1.83 Requesting Party shall have the meaning ascribed to that term in Section 13.2 of this Declaration.

Section 1.84 Rules and Regulations shall mean and refer to any rules and regulations for the Development Parcels adopted by Declarant that specify the desired criteria for the maintenance and operation of the Development Parcels and all Improvements located thereon, as well as the marketing and operational requirements for the Development Parcels, as the same may be amended unilaterally from time to time by Declarant.

Section 1.85 Sidewalks and Streetscapes shall mean and refer to the pedestrian sidewalks located on the City Parcels that abut the City Roads (but excluding those sidewalks located on the Development Parcels) and streetscapes within the Project, as the same are actually constructed and installed on the Project.

Section 1.86 Sidewalk Encroachment Zone shall mean and refer to those portions of the City Parcel depicted as the "Sidewalk Encroachment Zone Easement Area" on the Site Plan. Notwithstanding anything to the contrary stated in this Declaration, the Sidewalk Encroachment Zone shall not extend beyond two feet (2') of the inside edge of pavement.

Section 1.87 Signage shall mean and refer to any structure, device or other marketing media, temporary or permanent, portable or stationary, which is erected or used for advertising or communications purposes, by or upon which any numbers, lettering, printing, graphics, symbols, or other communication is placed or created, including, without limitation, banners, streamers, flags, advertising or marketing media, billboards, political placards, window coverings, exterior wall coverings, or any other similar form of expression.

Section 1.88 Site Plan shall mean and refer to the site plan for the Project attached to this Declaration as Exhibit "P," as the same may be amended from time to time pursuant to Article 12 hereof.

Section 1.89 Supplementary Declaration shall mean and refer to an amendment or supplement to this Declaration, which imposes additional restrictions, covenants, conditions, easements, and obligations on any portion of the Project. Any such Supplementary Declaration may supplement,

create exceptions to, or otherwise modify the terms of this Declaration as it applies to the annexed property in order to reflect the different character and intended use of such property.

Section 1.90 Town Green Parcel shall mean and refer to that certain parcel of land which is a portion of the Project, as further described on Exhibit "O."

Section 1.91 Unavoidable Delays shall have the meaning ascribed to that term in Section 13.8 of this Declaration.

Section 1.92 Unit shall mean and refer to any single non-residential space, residential apartment, condominium unit, townhouse, or other similar residential structure or space located within any of the Development Parcels.

Section 1.93 Utilities Systems shall have the meaning ascribed to such term in Section 3.1(b).

Section 1.94 Zoning Conditions shall mean and refer to the zoning ordinances and related terms and conditions presently or hereafter applicable to the Development Parcels, including, without limitation, the "MU" (Mixed Use) land use category, designation and all modifications, amendments, variances, special uses or special exceptions thereto hereafter made or granted by a Governmental Authority. Each Owner and the City acknowledge and agree that the development rights on the Project, such as density and parking requirements, have been aggregated together without regard to individual parcel requirements for zoning and building permit purposes.

ARTICLE II. PURPOSE OF THIS DECLARATION; PROPERTY SUBMITTED TO THIS DECLARATION

Section 2.1 Purpose. The purpose of this Declaration is to ensure the appropriate use, maintenance, development and improvement of all property that comprises and constitutes the Project so as to: (i) provide an integrated and harmonious development that will promote the general welfare of the Occupants thereof and protect the present and future value of the Project; (ii) ensure the orderly and attractive development and use of the Project; (iii) provide for the effective and orderly operation, maintenance, repair and/or replacement of the Project; and (iv) preserve the architectural integrity, aesthetic appearance, and economic value of the Project and the Improvements constructed thereon from time to time.

Section 2.2 Property Hereby Subjected to this Declaration. Declarant, for itself and its successors and assigns, does hereby submit the Project to this Declaration. The Project shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration, including, but not limited to, the lien provisions set forth herein. No provision of the Governing Instruments is intended to interfere with Declarant's ability to develop, market, sell and convey the Development Parcels (or any portion thereof) or any Improvements made thereon.

Section 2.3 Run With the Land. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Development Parcels shall be a permanent charge thereon, and shall run with the Development Parcels. To that end, this Declaration shall be deemed incorporated into all deeds and conveyances hereinafter made by Declarant and/or any other Owner of any of the Development Parcels. Every Person, including a Mortgagee, acquiring or holding any interest or estate in any portion of the Project shall take or hold such interest or estate, or the security interest with respect thereto, with notice of the terms and provisions of this Declaration, and in accepting such interest or estate in, or a security interest with respect to, any portion of any of the Development Parcels, such Person shall be deemed to have consented to this Declaration and all of the terms, provisions, and conditions hereof.

Section 2.4 Annexation of Additional Property. Declarant may, at any time, and from time to time, prior to ten (10) years from the Effective Date, subject all or a portion of the Additional Property to the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration by executing and recording in the Official Records a Supplementary Declaration describing the portion of the Additional Property being annexed. From and after such recording, the annexed property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions of this Declaration, including, without limitation, all lien provisions set forth in this Declaration, and all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration shall be a permanent charge on, and shall run with, such annexed property. Other than the consent of the City (which consent may be granted or withheld by the City in its sole discretion) and the owner of the Additional Property that is to be subjected to this Declaration (if such owner is not Declarant) no Approval from any Owner or from any other Person shall be required for Declarant to subject Additional Property to this Declaration.

Section 2.5 Withdrawal of Property. Declarant reserves the right to amend this Declaration during the Declarant Control Period for the purpose of removing any portion of the Project that is owned by Declarant from the coverage of this Declaration, provided that such withdrawal is not contrary to the Master Development Plan. This provision includes, but is not limited to, Declarant's right to convey property to any conservation or land trust or Governmental Authority as deemed desirable in Declarant's discretion. Other than the consent of the City (which consent may be granted or withheld by the City in its sole discretion) and the Owner of the portion of the Project that is to be withdrawn (if such Owner is not Declarant), such amendment shall not require the consent of any other Person.

ARTICLE III. EASEMENTS

Section 3.1 Easements Burdening and Benefitting All Parcels. The City and the Declarant hereby declare, establish, create, grant, reserve, and convey to and for the benefit of one another and their respective successors, assigns and Permittees, the easements appurtenant to the City Parcels and the Development Parcels that are outlined below in this Section 3.1; provided, however, the rights under these easements shall be exercised in accordance with this Article III and shall be expressly subject to and limited by all of the provisions of this Article III:

(a) Stormwater Drainage Easement. A non-exclusive, permanent, perpetual easement over, across and upon those portions of the City Parcels and the Development Parcels designated on the Site Plan as "Stormwater Drainage Easement Areas," solely for the discharge of surface storm water and/or runoff from any of the Parcels into the Drainage Facilities located on the burdened Parcel in accordance with the engineering design of such Drainage Facilities. After the initial construction of the Drainage Facilities, no Owner shall modify the same in a manner that reduces the function or capacity thereof or that violates the Drain and Trail Easement Agreement. No Owner shall construct or alter any Improvement upon its Parcel in a manner that overburdens the Drainage Facilities or otherwise causes the Drainage Facilities to exceed their design specifications.

(b) Allocation of Drainage Maintenance Expenses. Pursuant to the Drain and Trail Easement Agreement, the City Parcels and the Development Parcels are collectively responsible for paying eighty-nine percent (89%) of the Drainage Maintenance Expenses, and Newhall Land Co. or its successors in interest is responsible for paying the remaining eleven percent (11%) of the Drainage Maintenance Expenses. The Drain and Trail Easement Agreement further provides that the City may further apportion responsibility for paying its eighty-nine percent (89%) share of the Drainage Maintenance Expenses pursuant to a future recorded instrument such as this Declaration. As such, the parties hereby acknowledge and agree that the Owners of the Development Parcels shall hereinafter collectively pay a total of thirty-three percent (33%) of the Drainage Maintenance Expenses ("Development Parcel Percentage Share"), which such Owners may hereinafter further divided and apportion among themselves pursuant to a further recorded instrument, and the City shall pay, on behalf of itself and on behalf of the Library Property (defined in the Drain and Trail Easement Agreement) a total of fifty-six percent (56%) of the Drainage Maintenance Expenses ("City Parcel Percentage Share").

(c) Utility Easements. A non-exclusive, permanent, perpetual easement over, across and upon those portions of the City Parcels and the Development Parcels designated on the Site Plan as "Utility Easement Areas," solely for the purpose of installing, maintaining, repairing and replacing water, electricity, sanitary sewerage, gas, telephone, television and other customary utilities and services by means of underground pipes, wires, ducts, cables, conduits, equipment and other underground apparatus (hereinafter, collectively, the "Utilities Systems"). The aforesaid utility easement shall include the right to connect and tap into existing Utilities Systems for which sufficient capacity exists so long as the consumption of such utility is separately metered for consumption and further so long as the prior written consent of the Owners who then use such existing Utilities Systems has been obtained (such consent not to be unreasonably withheld, conditioned or delayed).

Section 3.2 Other Easements Burdening the City Parcels. The City hereby declares, establishes, creates, grants, and conveys to and for the benefit of the Persons stated below, the easements outlined below in this Section 3.2, provided that the rights under these easements shall be exercised in accordance with this Section 3.2 and shall be expressly subject to and limited by all of the provisions of this Section 3.2.

(a) Temporary Construction Easement. Subject to the prior and superior right of the City to construct its own Improvements upon the City Parcels, a temporary, non-exclusive easement in gross in favor of the Declarant over, across and upon all then-unimproved portions of the City Parcels (but including the City Sidewalks and Streetscapes) for the sole purpose of permitting the Declarant to perform the initial construction of those portions of the Initial Improvements for which the Declarant is permitted by or contractually obligated to the City to perform under this Declaration or otherwise, including, without limitation, installation of electrical receptacles in certain tree wells (as shall be mutually agreed upon by City and Declarant) that are located on the City Parcels.¹ Upon completion of such Improvements, the Declarant shall repair, restore and/or replace any damaged or other affected portion of the applicable City Parcels to a condition equal to or better than existed at the time of the commencement of the applicable work. The aforesaid easement shall automatically expire without further action of the Parties upon the final completion of such Improvements.

(b) Building Encroachment Easement. Permanent non-exclusive easements over each of the severable portions of the Sidewalk Encroachment Zones that are located immediately adjacent to a Development Parcel, such easement being appurtenant only to that particular Development Parcel, for the sole purpose of permitting Improvements appurtenant to and benefitting such Development Parcel to be constructed, maintained, repaired and replaced within such easement area (including but not limited to storefront bay windows, pre-cast concrete building balconies, and roof overhangs) ("Encroaching Building Improvements"). The Owner of the benefitted Development Parcel shall be responsible for any and all labor, expense and materials required in connection with the installation, construction, erection, and location of the Encroaching Building Improvements. Upon completion of the Encroaching Building Improvements, the Owner of the applicable Development Parcel shall submit to the City as built drawings of the Encroaching Building Improvements.

(c) Sidewalk Easement. Permanent non-exclusive easements over each of the severable portions of the Sidewalk Encroachment Zones that are located immediately adjacent to a Development Parcel, such easement being appurtenant only to that particular Development Parcel, solely to use such portion of the Sidewalk Encroachment Zones for the uses set forth in Section 7.5(a) of this Declaration.

Section 3.3 Easements Burdening the Development Parcels

(a) Enforcement and Self-Help. Each Development Parcel Owner hereby declares, establishes, and creates for its benefit and the benefit of any other Owner, non-exclusive, permanent, perpetual easements in, over, and/or through any applicable areas of the Development Parcels for and of access to undertake any inspections authorized pursuant to Article X and to take any cure, self-help and

¹ MMS to provide the City with the anticipated scope and cost of tree well receptacles.

other enforcement actions authorized pursuant to Article X. Any entry and access pursuant to this Section 3.3 shall not constitute a trespass.

(b) Access Easement. Each Development Parcel Owner hereby declares, establishes, and creates for its benefit and the benefit of any other Development Parcel Owner and their respective Occupants and Permittees the following access easements: (i) non-exclusive, permanent, perpetual easements appurtenant to any of the Development Parcels over, across and upon the paved walkways and open space located on any of the other Development Parcels (including the open space areas located on Development Parcels 1 and 3) for pedestrian ingress, egress and access; and (ii) non-exclusive, permanent, perpetual easements appurtenant to any of the Development Parcels over, across and upon the paved driveways located on any of the other Development Parcels for vehicular ingress, egress and access; and (iii) non-exclusive, permanent, perpetual easements appurtenant to any of the Development Parcels over, across and upon the surface parking areas located on any of the other Development Parcels (including the surface parking area located on Development Parcel 4) for vehicular parking, subject to the parking limitations as may be set forth by the Owner of the Development Parcel improved with a surface parking area.

(c) Maintenance Easement. Non-exclusive, permanent, perpetual easements appurtenant to each of the Development Parcels for access and temporary encroachments by contractors and subcontractors (and the equipment and employees thereof) in, on, and/or through another Development Parcel to the extent reasonably necessary to perform general and ongoing maintenance work to and with respect to the Improvements on any of the Development Parcels and any appurtenant easement areas; provided, however: (i) the party exercising such rights shall provide the Owner of the affected Development Parcel with at least five (5) days (or such lesser notice as is practical under the circumstances in the event of an Emergency) written notice of the need to perform such work; (ii) any access and encroachment activities permitted by this Section 3.3(c) shall be completed as soon as reasonably possible; (iii) no easements are granted in this Section 3.3(c) for the storage of materials or equipment in or upon the affected Development Parcel, except as may be required in connection with the maintenance, repair, and when necessary, replacement of Improvements on any of the Development Parcels that is adjacent to the affected Development Parcel; and (iv) upon completion of the applicable work, the party exercising such rights shall repair, restore and/or replace any damaged or other affected portion of the affected Development Parcel to a condition equal to or better than existed at the time of the commencement of the applicable work.

Section 3.4 Use of Easement Areas and No Liens. The exercise of any easements, licenses and/or other rights granted in this Article III by any Occupant and/or its Permittees shall be subject and limited in all events as follows:

(a) any such rights shall be exercised only in such a manner so as to minimize the disruption of the enjoyment, use and operation of the burdened Parcel, shall be subject to any reasonable rules and regulations imposed by the Owner of the burdened Parcel and enforced in a non-discriminatory manner and in all events in compliance with applicable Governmental Requirements.

(b) the Owner of each benefited Development Parcel and its Permittees agree to and do hereby indemnify the Owner of each burdened Parcel from any losses, costs, damages, and expenses incurred by the Owner of the burdened Parcel as a result of the exercise by the indemnifying parties of their rights under this Article III unless such losses, costs, damages, or expenses are incurred as a result of the negligence or willful misconduct of the indemnified party or its Permittees.

(c) the easements and rights granted herein are intended to be used in connection with the Utilities Systems and Improvements that are to be developed in accordance with the Master Development Plan as such Utilities Systems and Improvements may be modified from time to time; provided, however, in the event that any Owner desiring to exercise its rights under Section 3.1(b) in such a manner that would necessitate the use of substantially larger utilities, telecommunications lines, equipment or devices or that would place such lines, equipment or devices in substantially different

locations, then any such usage shall be subject to the Approval of the Owner of the burdened Parcel, including any reasonable conditions imposed in connection therewith.

(d) the Owner of any property that is subject to any easements established, created, and/or reserved herein shall retain all right, title, and interest in and to such property subject to the easements herein established, created, and/or reserved incident to the fee simple estate thereof and for any and all purposes not inconsistent with the use of the easement areas as expressly permitted herein. All work performed by or at the request of any Person in any easement area as provided in this Declaration shall be performed in a manner, which will not cause, suffer, or permit any lien, notice of lien, or claim of lien to attach to or encumber any such easement area. In the event such lien, notice of lien, or claim of lien is filed, the Person at whose request the services were performed or the materials were supplied shall remove, or cause to be removed, or bond, or cause to be bonded, such lien, notice of lien, or claim of lien within fifteen (15) days of the later of (i) the date of the filing of such lien, notice of lien, claim of lien, or (ii) demand to remove the same. If such Person fails to remove, or cause to be removed, or bond, or cause to be bonded, such lien, notice of lien, or claim of lien as required herein, the Owner of the Parcel which is the subject of the lien, notice of lien, or claim of lien, in addition to any other right or remedy it may have at law or in equity, may, but shall not be obligated to, remove such lien, notice of lien, or claim of lien by paying the amount claimed to be due. Within thirty (30) days after receiving written notice of the payment of the amount claimed to be due by such Owner, the Person at whose request the services were performed or the materials were supplied shall reimburse such Owner all amounts paid by such Owner in connection with the removal of such lien, notice of lien, or claim of lien, including any and all reasonable costs and expenses (including attorneys' fees) actually incurred by such Owner in conjunction with the same.

(e) the Owner of any property that is subject to any easements established, created and/or reserved herein reserves the right to prohibit access to any portion of its Parcel for such reasonable period of time as may be legally necessary, in the opinion of such Owner, to prevent the acquisition of prescriptive rights by anyone; provided, however, prior to closing off any portion of its Parcel, such Owner shall give written notice to each other Owner of its intention to do so, and shall attempt to coordinate such action with each other Owner so that no unreasonable interference with the passage of pedestrians or vehicles shall occur.

Section 3.5 Transfer of Easements. Each Owner shall have the right and power: (i) to grant easements over and across any of its Parcels for access, ingress, and egress to and from any portion of any of the Parcels; (ii) to grant easements on, in, under, over, through and across any of its Parcels for the purposes of installing, replacing, repairing, maintaining and using Utility Systems, including, but not limited to, storm sewers and electrical, gas, telephone, water and sanitary sewer lines; (iii) to grant such other easements over its Parcels as such Owner may Approve so long as such easements do not materially and adversely affect rights expressly granted to other Owners hereunder; (iv) to grant as security for the payment of any loan a security interest in all or any part of its Parcel, or assign any rights or easements thereon; provided, however, the lien and encumbrance of any such Mortgage shall be subject and subordinate to any and all rights, interest, options, easements, and privileges herein reserved or established for the benefit of the other Owners, Declarant and such Owners' Permittees; and (v) to permit any Governmental Authority or utility provider to exercise any of the rights and easements reserved and established in this Declaration.

Section 3.6 Installation, Maintenance and Repair. Declarant, Occupant, and any other Permittee or other Person exercising their respective rights under the easements granted, reserved, and created in this Article III agree to, with and for the benefit of Declarant and the other Owners, that any and all construction, installation, repair, replacement, relocation and maintenance of any Improvements on the Project (i) shall be done by, and at the sole cost and expense of the Person so exercising its rights under this Article III; (ii) shall be done only upon reasonable written notice to Declarant and to all other Owners whose Parcels are so affected; and (iii) shall be done in a manner so as to minimize, to the extent reasonably possible, any interruption and interference to Declarant, all Occupants, the normal operation of the Parcels and the Improvements located thereon. After the completion of any such construction, installation, repair, replacement, relocation and maintenance of any such Improvements on the Project,

any affected Parcel or other area of the Project shall be left in a clean and good condition, with all debris removed therefrom, with trenches and cuts properly filled, with any plants, shrubbery or other landscaping which may have been disturbed by such work restored to their former condition and with all area within which dirt has been exposed, replanted.

Section 3.7 Rights of Permittees. To the extent any easement created by this Declaration is stated to benefit the Permittees, from time to time, of any Owner, such Owner shall be entitled to designate from time to time which, if any, or its Permittees shall be entitled to utilize and enjoy such easements, it being the intent of this Declaration that no independent rights shall be created by this Declaration as to any such Permittees except for those that may be terminated or withdrawn at any time by the Owner through whom such rights were derived. Notwithstanding the foregoing, the easements and rights created in this Article III do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public.

Section 3.8 Scope of Easements. Each of the easements created by this Declaration shall (unless expressly provided in this Declaration to the contrary) be perpetual in duration and shall, both as to the benefits and the burdens thereof, run with the title to, and burden the title to, the Project.

Section 3.9 Relocation of Easements. Any Owner shall have the right to relocate any of the easements burdening its Parcel (and any Pathways, Utility Facilities, Drainage Facilities and other Improvements constructed pursuant thereto) in connection with any expansion, reduction, alteration, modification, re-configuration, relocation or redevelopment of its Parcel permitted under this Agreement, provided that: (i) such relocation shall be at such Owner's sole cost and expense and shall not adversely affect the rights of the benefitted Owners to make use of the easements in any material respect; and (ii) the relocation of any such easement shall be documented in a recorded amendment to this Declaration pursuant to Article 12 hereof.

Section 3.10 Temporary Closings. In order to establish that the ingress and egress easements and any access ways located therein are and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or to the public therein, except as herein specifically granted or as may be reasonably necessary in connection with the performance of any construction, repair, relocation, replacement or maintenance of the Improvements comprising such access ways, any utilities or any other Improvements, located or to be located in or on the ingress and egress easement areas, the Owner of any of the Parcels within the Project on which an ingress and egress easement is located, shall have the right to temporarily restrict access to the general public with respect to all or any portion of any such access way, to the extent and for such limited periods as shall be necessary to prevent such dedication or accrual or to permit such construction, repair, relocation, replacement or maintenance; provided, however, such Owner shall exercise the rights granted in this Section 3.10 in such a manner so as to neither cause any unnecessary interruption of or undue interference with the business use or the residential occupancy of any portion of another Parcel, nor unreasonably interfere with rights and privileges granted herein to the other Owners.

Section 3.11 Cooperation. All easements and licenses granted in this Declaration and the use thereof shall be deemed to be limited to the extent reasonably necessary to accomplish the purposes for which such easements are granted. Each Owner agrees to cooperate with the reasonable requests of the other Owner in furtherance of the spirit and intent of the matters addressed in this Declaration. To this end, in the event that an Owner of any of the Development Parcels limits access to its respective Development Parcel, such Owner shall provide the other Owners having easement rights over such areas a reasonable means of access over the areas to which such easement rights appertain.

Section 3.12 Damages Resulting From the Exercise of Easement Rights. Notwithstanding anything to the contrary stated in this Declaration, and except as provided in Section 13.28, damages caused by the exercise of the easement rights granted in this Article III, including, but not limited to, reasonable attorneys' fees actually incurred, shall be paid by the responsible Owner, provided that the Permittee of an Owner causing such expense shall be jointly and severally liable.

ARTICLE IV. APPROVALS AND APPROVAL PROCESS; CONSTRUCTION REQUIREMENTS; ARCHITECTURAL CONTROLS

Section 4.1 General Principles. The Improvements constructed on any portion of the Project shall at all times be of a high standard and shall be constructed, installed, operated, marketed and maintained, repaired and when necessary replaced, in conformity and harmony with the Master Development Plan.

Section 4.2 Legal and Other Requirements. Each Occupant shall, at such Occupant's sole cost and expense, comply with, and cause their respective Permittees to comply with, the terms and conditions of this Declaration, the Governmental Requirements and any other applicable requirement of any Governmental Authority with respect to the ownership, development, operation and/or maintenance of its Development Parcel in the construction, operation, demolition, reconstruction, and/or alteration of any Improvements located thereon. In addition, nothing in this Declaration shall modify the City's rights or obligations to Approve design aspects of the Project in the City's capacity as a Governmental Authority.

Section 4.3 Requirements and Restrictions Regarding Construction, Maintenance and Repair.

(a) General. All Buildings and other Improvements constructed on any of the Development Parcels shall be constructed in accordance with all Governmental Requirements, and all construction work shall be performed in accordance with Governmental Requirements in a good and workmanlike manner and in accordance with good engineering standards. All construction, maintenance and repair activities on any of the Development Parcels shall be performed (i) so as not to unreasonably interfere with any work being conducted on another Parcel, (ii) so as not to unreasonably interfere with the use, occupancy or enjoyment of another Parcel; and (iii) in a lien-free and good and workmanlike manner.

(b) Staging. When a Development Parcel Owner is constructing, reconstructing, repairing, maintaining, remodeling, or enlarging any Improvements, such Owner shall establish a staging and storage area on its Development Parcel prior to commencing such work, and employ high-quality construction procedures, including, without limitation, silt fences and construction barricades. If substantial work is to be performed, such performing Development Parcel Owner shall fence off such staging and storage area. Except with respect to the Initial Improvements on the Project, upon completion of such work, such staging and storage area shall be restored to a condition which is equal to or better than the condition that existed prior to commencement of such work.

(c) Completion of Work. Each Development Parcel Owner shall diligently complete all work on its Development Parcel as quickly as possible, and shall restore all portions of the Project that were affected by such work to a condition which is equal to or better than the condition which existed prior to the commencement of such work. All Improvements as to which construction has commenced but has subsequently been discontinued without substantial completion of all exterior components thereof for a period of thirty (30) days or more shall promptly be removed and replaced by a hard surface condition or a maintained landscaped condition.

(d) Damage. Any and all work shall be conducted so as to prevent damage to any other portions of the Project that lie outside of the boundaries of the Development Parcel upon which the work is being performed. If any such damage is caused by the work, the applicable Development Parcel Owner shall, at its sole cost and expense, promptly restore, repair and/or replace, as appropriate, such damaged areas and/or Improvements. Moreover, each Development Parcel Owner shall indemnify, defend and save each other Owner and its successors and assigns harmless from any and all claims, losses, damages, liabilities, injuries, costs and expenses, including, without limitation, attorneys' fees, due to personal injury or death of persons or destruction of property arising from or as a result of construction by the indemnifying Development Parcel Owner, except for claims caused by the gross negligence or willful act or omission of the indemnified Owners. In addition, any activity related to establishing a utility

connection to any of the Development Parcels or any Improvements located thereon shall be conducted so as to prevent damage to any other portions of the Project that lie outside of the boundaries of the Development Parcel upon which the work is being performed. If any such damage is caused by the work, the applicable Occupant shall, at its sole cost and expense, promptly restore, repair and/or replace, as appropriate, such damaged areas, existing Utilities Systems, streets, curbs or other Improvements to a condition at least as good as existed prior to the damage, and shall pay any costs or expenses, including reasonable attorneys' fees that are actually incurred by an Person other than such Occupant arising from or as a result of such damage. Any restoration, repair and/or replacement shall be completed within ten (10) days. If the responsible Occupant has commenced the restoration, repair and/or replacement within said ten (10) day period and thereafter has diligently pursued the completion of such corrective work, but is unable to complete the restoration, repair and/or replacement within said ten (10) day period, Declarant, in its sole and absolute discretion, may extend the time period in which such corrective work shall be completed.

(e) Parcel Appearance. Each Owner, including the City, shall keep the exterior portions of its respective Parcel, including all Improvements located thereon, in a safe, clean, neat and attractive condition at all times. Such obligations include, but shall in no way be limited to, the following: (i) all garbage, trash, rubbish or other refuse shall be stored in clean and sanitary solid waste receptacles and shall be promptly removed prior to its accumulation; (ii) all means of ingress and egress shall be kept clean of all construction materials and debris (including, without limitation, sand, trash, and nails); (iii) all landscaped areas shall be maintained in good and attractive condition, with all plants to be watered, trimmed, pruned and replaced as necessary, (iv) all rooftops shall be kept clear of debris; (v) the exterior of all Buildings, including exterior mechanical and other facilities, if any, and the screening for same, shall be kept in good repair, including replacement, if necessary, and same shall be repainted as reasonably needed; and (vi) sound surface water management practices shall be employed during the performance of any and all work in order to prevent runoff sedimentation.

ARTICLE V. COMPLIANCE WITH LAWS AND ZONING

Section 5.1 Compliance with Laws and Covenants. The City and the other Owners and their respective Permittees shall comply with all Governmental Requirements.

Section 5.2 Environmental. The City and the other Owners and their respective Permittees shall not generate, treat, reclaim, transport, handle, store, deposit, use, process, manufacture, dispose of or release or allow any of its agents, employees, contractors or invitees to generate, treat, reclaim, transport, handle, store, deposit, use, process, manufacture, dispose of or release any Hazardous Substance of any kind at, from, on, in, under or in the air above any part of their respective Parcels, including, but not limited to, any surface waters or groundwater located thereon or into public sanitary or storm sewer systems serving the Parcels (collectively referred to as a "Release"), except in accordance with applicable Environmental Laws and except for any Release that are lawful and generally recognized to be appropriate to normal commercial, parking, residential, retail, and restaurant uses and to maintenance and operation of the Project (including, but not limited to, Hazardous Substances in consumer products) made in compliance with all Environmental Laws, including, but not limited to, such compliance activities as performing pre-treatment, obtaining permits and giving notices as required by Environmental Laws. The City and the other Owners and their respective Permittees shall be responsible for and shall pay all costs and expenses related to a Release on such Owner's particular Parcel or Parcels, which costs and expenses shall include, but not be limited to, closure, investigation, removal, remediation, cleanup, containment and other response costs, liabilities (including strict liabilities), compliance costs, injuries to persons (including wrongful death), damages to property, natural resource damages, penalties, fines, legal expenses and interest paid to any Governmental Authority.

The provisions of this Section 5.2 do not affect the rights, liabilities or obligations of any Person under Environmental Laws or other applicable laws, except as may otherwise be expressly provided in this Declaration.

Section 5.3 Indemnification. Each Development Parcel Owner (hereinafter referred to as the "Indemnifying Party") covenants and agrees, at its sole cost and expense, to indemnify, hold harmless and defend Declarant, the City and the other Owners (hereinafter collectively referred to as the "Indemnitee") from and against any and all actions or proceedings by or on behalf of any Person other than the Indemnitee or such Indemnitee's Permittee arising from the Indemnifying Party's use, possession or management of the Indemnifying Party's Parcel or activities therein or arising out of the Indemnifying Party's use, exercise or enjoyment of the easements and licenses granted hereunder and from and against all costs, reasonable attorneys' fees actually incurred, expenses and liabilities incurred with respect to any such claim, action or proceeding arising therefrom. In case any action or proceeding is brought against the Indemnitee by reason of any such claim, the Indemnifying Party, upon notice from the Indemnitee, covenants to resist or defend such action or proceeding with attorneys reasonably satisfactory to the Indemnitee. Any counsel for the insurance company providing insurance against such claim, action or proceeding shall be presumed reasonably satisfactory to the Indemnitee.

Section 5.4 Zoning Compliance and Changes in Zoning. Notwithstanding anything to the contrary stated in this Declaration, each Development Parcel Owner shall comply with the City of Alpharetta Zoning Ordinance and all Zoning Conditions applicable to such Owner's Development Parcel. A Development Parcel Owner may apply for or make any changes to the Zoning Conditions applicable to the Owner's Development Parcel as of the Effective Date provided that such application does not constitute a Material Zoning Change (as defined herein). Notwithstanding the foregoing, no Development Parcel Owner shall seek to alter, modify or limit: (i) the maximum density allowed for such Owner's Development Parcel or any another Development Parcel within the Project; (ii) the building setback requirements applicable to such Owner's Development Parcel or any another Development Parcel within the Project; or (iii) the permitted land uses of such Owner's Development Parcel or any another Development Parcel within the Project (hereinafter collectively referred to as a "Material Zoning Change"). In the event any Development Parcel Owner desires to seek a Material Zoning Change (hereinafter referred to as the "Applicant Owner"), such Applicant Owner must receive the prior written consent of Declarant and all Owner(s) affected by such Material Zoning Change (hereinafter collectively referred to as the "Affected Owner(s)"). Such consent by Declarant and the Affected Owner(s) shall be deemed proper authorization for the Applicant Owner to act on behalf of and as the limited lawful agent of the Affected Owner(s), whereupon Declarant and the Affected Owner(s) shall do all things as may be reasonably requested to obtain Approval of the Material Zoning Change, at no cost or expense to Declarant or the Affected Owner(s). The aforementioned authorization to act as the limited lawful agent shall be limited to the purposes expressly contemplated herein and any attempt to use the authorization in violation of this Declaration shall be deemed null and void.

Section 5.5 Subdivision. An Owner may subdivide (including, but not limited to, a "subdivision by deed"), aggregate or modify the boundaries of Owner's Parcel(s) during Owner's ownership of such Parcel(s), provided that such actions shall comply with all Governmental Requirements. In addition, no Development Parcel may be subdivided, aggregated or modified without the prior written consent of Declarant during the Declarant Control Period. Furthermore, if any amendment to the Governing Instruments is required in connection with a permitted subdivision, aggregation or modification of Development Parcel boundaries, the preparation and recordation of such amendments shall be promptly accomplished at the benefitted Owner's sole expense.

ARTICLE VI. OWNERSHIP AND MAINTENANCE OF THE PROJECT

Section 6.1 Ownership.

(a) Development Parcels. Unless otherwise provided in this Declaration, each Development Parcel Owner shall (i) own all property, both real and personal, located within such Owner's Development Parcel, including, without limitation, all Improvements, subject, however, to the provisions of this Article VI and any easements created, granted, established, and/or reserved in Article III; (ii) be responsible for all costs and expenses related to and arising from the operation, maintenance, repair, replacement and improvements of such Owner's Development Parcel and all Improvements located

thereon; and (iii) be responsible for all insurance requirements, as more specifically set forth in Article VIII, with respect to such Owner's Development Parcel.

(b) City Parcels. Except as otherwise provided in this Declaration, all portions of the City Parcels shall be owned by the City, provided that nothing contained herein shall prevent the City from disposing of any City Parcel that would otherwise be considered to be a Development Parcel but for the City's ownership thereof.

Section 6.2 General Maintenance and Operation of Parcels.

(a) General. Except as otherwise provided in this Declaration, any of the Development Parcels and the Improvements located on any of the Development Parcels shall be operated, maintained, repaired, and, when necessary replaced by the Development Parcel Owner of the applicable Development Parcel in a manner which is consistent with and equivalent to the levels and/or standards of quality existing in and maintained at similar developments located within the metropolitan Atlanta, Georgia area, and shall be in compliance with the Governing Instruments. The foregoing obligation by each Development Parcel Owner to operate, maintain, repair and, when necessary, replace, shall include, without limitation: (i) keeping all portions of the Development Parcel in a clean, uncluttered, orderly and sanitary condition; (ii) removing, to the extent practicable, snow, ice and surface waters, but recognizing that during ice and/or snow storms some amount of ice and/or snow may remain on the Development Parcel and the same may continue to be a hazard; (iii) keeping all Signage (including, but not limited to, marking and directional signs, if any) on the Development Parcel clear, distinct and legible; (iv) performing on a regular basis cleanings of the exterior glass surfaces of the Buildings and other Improvements located on the Development Parcel; and (v) performing on a regular basis cleanings of the grease traps that serve the Development Parcel, as applicable. All of the costs and expenses associated with such maintenance, operational, repair, and replacement activities and actions shall be borne solely by the Development Parcel Owner responsible for undertaking the same, except as otherwise provided in this Declaration. In addition, no Development Parcel Owner shall engage in, perform, omit to perform, or permit any act, which would undermine and/or adversely affect the structural integrity, support, and/or safety of all or any portion of any Improvements on any of the Development Parcels.

(b) Failure to Maintain. If any Development Parcel Owner or those claiming by, through or under it, abuses, misuses or fails to operate, maintain, repair or replace in the manner provided in this Declaration any item for which it is responsible hereunder or otherwise creates a situation in any portion of the Project with respect to which non-exclusive easements and licenses have been granted by this Declaration such that said areas require maintenance, repair or replacement in excess of what would be required by normal use of said areas for their intended purposes, the Development Parcel Owner causing the excess use shall be responsible for the excess costs of operating, maintaining, repairing and replacing said areas. Each Development Parcel Owner shall maintain and promptly upon request, from time to time, make available to any other Owner complete maintenance records for its Development Parcel with respect to which easement rights exist under this Declaration. As to any items (such as exterior painting) that require coordination or cooperation as to timing, materials, payment or the like, the parties shall be reasonable in so cooperating and coordinating.

(c) Utilities. Any Utilities Systems servicing solely a single Development Parcel, regardless of where located, shall be constructed, rebuilt, repaired, replaced and maintained by the Development Parcel Owner of such Development Parcel, and the costs of such construction, rebuilding, repair, replacement and maintenance shall not be deemed an expense to be shared among the Development Parcels. Utilities supplied to the Development Parcels shall be separately metered and paid directly by the applicable Development Parcel Owners to the respective utility provider(s).

(d) Trash. All garbage, trash, rubbish or other refuse arising from the use of a particular Parcel (including, without limitation, the City Parcels) shall be disposed of in sealed bags and either removed from the Project or placed in appropriate trash dumpsters, trash compactors, or other trash facilities designed for collection by a trash service provider. Such trash dumpsters, trash compactors, or other trash facilities shall be emptied as often as necessary so as to prevent such

containers from overflowing and as often as necessary to keep any of the Parcels in a neat, clean and sanitary condition. Each Owner shall execute a trash removal/recycling service agreement with a trash service provider (provided that the City may, at its election, self-perform trash removal responsibilities for the City Parcels consistent with the standard of service of other City-owned properties), and each Owner shall be solely responsible for all of the costs and expenses associated with the disposal of such garbage, trash, rubbish or other refuse arising from the use of such Owner's Parcel.

(e) Street Lights. All street lights serving the Project located on the City Parcels and shall be installed, maintained, repaired and replaced by the City.

(f) Property Taxes and Liens. Each Development Parcel Owner shall pay the ad valorem taxes assessed against its respective Development Parcel prior to the last date upon which such taxes may be paid without incurring interest or penalty. Notwithstanding the foregoing, any Development Parcel Owner may make appropriate objections to any taxing authority's assessed valuation upon its Development Parcel for the purpose of reducing taxes. In addition, each Development Parcel Owner shall discharge of record by bond or otherwise, within thirty (30) days following notice of the filing thereof, any liens for unpaid taxes or any mechanic's or similar lien that may be filed against Owner's Development Parcel for ad valorem taxes unpaid by a Development Parcel Owner for work or materials claimed to have been furnished to or for the benefit of such Development Parcel Owner and/or its Development Parcel. If a Development Parcel Owner fails to cause any such lien or claim of lien to be so discharged or bonded within such period ("Non-performing Owner"), in addition to any other right or remedy it may have, Declarant may, but shall not be obligated to, discharge such lien or claim of lien by paying the amount claimed to be due or by procuring the discharge of such lien or claim by deposit to the court of appropriate jurisdiction or by establishing appropriate bonding. Such Non-performing Owner shall pay as a charge, any sum or sums so paid by Declarant and all costs and expenses incurred by Declarant, including, without limitation, reasonable attorneys' fees actually incurred in processing such discharge or defending any such action.

Section 6.3 Initial Infrastructure; Charges and Lien Rights.

(a) Initial Infrastructure. Declarant may, in its sole discretion, elect from time to time to maintain, insure, secure, repair, replace and/or improve all or any portions of the Initial Infrastructure installed by or at the direction of Declarant that may otherwise be the obligation of the respective Owners of the Development Parcels, or to cause such maintenance, insurance, security, repair, replacement and/or improvement to be performed or procured, as applicable, by such companies or under the direction of such management companies as may be designated by Declarant. Such election may be made or rescinded from time to time during the term of this Declaration upon at least thirty (30) days' advance written notice to any affected Owners. Such work shall be performed pursuant to standards that are comparable to other first-class mixed-use developments in the metropolitan Atlanta, Georgia area. Declarant shall perform (and shall have an easement to perform) such maintenance, repair, replacement and/or improvement work in compliance with all Governmental Requirements, in a lien-free and good and workmanlike manner, and in a manner that will not unreasonably interfere with the use or operation of the Development Parcel upon which such work is being performed. Such work may also include maintenance, repair, replacement and/or improvement work required by Governmental Authority pursuant to the zoning, permitting and provision of infrastructure for the Project. All such costs shall be allocated and assessed by Declarant among the Development Parcel Owners in the Project in accordance with a Supplementary Declaration that may be entered into by Declarant and the Development Parcel Owners, and all such charges shall be paid within thirty (30) days following receipt of request for payment and shall be secured by a lien pursuant to this Section 6.3. Declarant shall, if it performs such maintenance, repair, replacement and/or improvement work, or, as applicable, shall cause any maintenance company if designated, to defend, protect, indemnify and hold harmless the Owner of the Development Parcel upon which such maintenance, repair, replacement and/or improvement work is performed from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the exercise of the right to perform such maintenance, repair, replacement and/or

improvement work; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or the willful act or omission of the indemnified Development Parcel Owner.

(b) Charges and Lien Rights. Any sums assessed against any of the Development Parcels by Declarant pursuant to this Declaration, including without limitation, any charges as a result of the exercise by Declarant of its rights under Article XI, together with late charges, interest, costs and reasonable attorneys' fees actually incurred, as provided in this Declaration, shall be secured by a lien on such Development Parcel in favor of Declarant, and Declarant shall be entitled to file such a lien in the Official Records. Such lien shall be superior to all other liens and encumbrances on such Development Parcel, except for (i) liens of ad valorem taxes, or (ii) liens for all sums unpaid on a first-in-priority deed to secure debt, or (iii) liens for all sums on any deed to secure debt to Declarant duly recorded in the Official Records and all amounts advanced pursuant to such deed to secure debt and secured thereby in accordance with the terms of such instrument. All other Persons acquiring liens or encumbrances on any of the Development Parcels after this Declaration shall have been recorded in such records shall be deemed to consent to such liens or encumbrances, shall be inferior to future liens for charges, as provided in this Declaration, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. For the avoidance of doubt, the City Property shall not be subject to any liens and charges set forth in this Section 6.3(b) or elsewhere in this Agreement.

ARTICLE VII. USE RESTRICTIONS

Section 7.1 General. All portions of any of the Development Parcels, including any Unit located therein, shall be used only for such purposes that are lawful and permitted by Governmental Requirements and shall be subject to all of the use restrictions set forth in the Governing Instruments and any other Supplementary Declaration affecting any of the Development Parcels. Moreover, the use of any of the Development Parcels or any portion thereof shall not cause another Development Parcel or any portion thereof to be non-compliant with any Governmental Requirements.

Section 7.2 Rules and Regulations Affecting the Project. Declarant, from time to time and at any time (but without any obligation to do so), may make, establish, abolish, amend, and/or enforce reasonable nondiscriminatory Rules and Regulations (which shall be uniformly applied) concerning the use of the Project in order to facilitate and effectuate the use of the Project. No such Rules and Regulations shall materially and adversely affect the use or operation or otherwise materially and adversely affect any easements or other rights or obligations set forth elsewhere in this Declaration, or be binding upon the City. Such Rules and Regulations shall be binding upon the Development Parcel Owners and their Permittees until and unless such Rules and Regulations are specifically overruled, cancelled or modified by Declarant, in its sole and absolute discretion.

Section 7.3 Prohibition of Damage, Nuisance and Noise. All Occupants and Permittees acknowledge that the Project contains a variety of land uses. While such uses are intended to be a convenience to all Occupants and Permittees and foster a sense of Project and vibrancy, it is acknowledged that the close proximity of such uses and the urban setting in which the Project is located may, at times, result in greater amounts of noise, light, sounds and smells than would exist in other types of communities. Therefore, it is agreed that neither the permitted use of any of the Development Parcels, in and of itself, nor the foreseeable attributes of such a use (i.e., food odors and noise from a restaurant) shall be deemed a nuisance.

Without the prior written consent of Declarant, nothing shall be done or kept on the Project, or any part thereof, by an Occupant or Permittee that would increase the rate of insurance on the Project or any of the Development Parcels or any part thereof, which would be in violation of any Governmental Requirements. In addition, except to the extent permitted in this Declaration, an Occupant or Permittee of any of the Development Parcels shall not (actively or passively): (i) conduct any noxious, destructive or offensive activity on or within any portion of the Project; (ii) conduct any business which, in the reasonable opinion of Declarant or its designee, would jeopardize the soundness or safety of the Project or any Improvement located thereon, reduce the value thereof, or impair any easement or other interest in real

property thereto, without obtaining, in every such case, the unanimous, prior written consent of all Owners and their respective Mortgagees; (iii) permit damage to or waste of the Project; (iv) use or allow the use of the Development Parcel or any portion of the Project at any time, in any manner or for any purpose which may endanger the health, unreasonably annoy or disturb or cause embarrassment, or discomfort to other Occupants, or in such a way as to constitute, in the reasonable discretion of Declarant, a public or private nuisance; (v) use or allow the use of any of the Development Parcels or any portion of the Project at any time, in any manner or for any purpose which may create disturbing noises, including, without limitation, use of stereo speakers or equipment that will in the sole discretion of Declarant interfere with the rights, comfort or convenience of the other Occupants; or (vi) use or allow the use of any of the Development Parcels in any manner which creates disturbing noises, including, without limitation, the use of stereo speakers or equipment that will in the reasonable discretion of Declarant materially interfere with the rights, comfort or convenience of other Occupants; provided, however, activities producing reasonable volumes of audible noise (including music and outdoor speakers) are permitted consistent with Governmental Requirements, subject to the restrictions set forth in Section 7.5(a) below.

Section 7.4 Prohibited Uses. No portion of any of the Development Parcels may be sold, leased, occupied or used for any use or operation that conflicts with the Zoning Conditions or the Master Development Plan.

Section 7.5 Requirements and Restrictions Regarding Use and Operation.

(a) Sidewalk Displays, Outside Sales, and Outdoor Seating and Dining on a Sidewalk Encroachment Zone or Outdoor Dining Area. Sidewalk displays and outside sales shall be permitted on a Sidewalk Encroachment Zone, and outdoor seating and dining shall be permitted within those portions of the Sidewalk Encroachment Zones constituting Outdoor Dining Areas, provided that, unless otherwise authorized by the City, any such sidewalk displays, outdoor sales, and outdoor seating and/or dining: (i) shall not unreasonably interfere with or impede pedestrian or vehicular traffic upon the City Roads, pedestrian traffic on the Pathways, Sidewalks and Streetscapes, or pedestrian ingress or egress to any Building; (ii) shall be conducted on the portion of the Sidewalk Encroachment Zone directly adjacent to the Occupant's premises; and (iii) all merchandise shall be moved indoors during non-business hours. In addition, use of a Sidewalk Encroachment Zone shall be subject to the following: (iv) movable Improvements such as, but not limited to, potted plants, patio tables, patio chairs, umbrellas, host stands, display boards/carts/cases, and similar Improvements shall be permitted on a Sidewalk Encroachment Zone, provided that the owner of such Improvements shall be solely responsible for the procurement, installation, maintenance, repair and replacement therefor; (v) no grills shall be located on a Sidewalk Encroachment Zone without the Approval of the City; (vi) outdoor seating and/or dining, food/beverage services, outdoor speakers, and other activities producing audible noise may be conducted on an Outdoor Dining Area between 12:00 p.m. and 11:00 p.m. on Sundays, 7:00 a.m. to 11:00 p.m. Mondays through Thursdays; and between 7:00 a.m. and 11:59 p.m. on Fridays and Saturdays; (vii) outdoor seating and/or dining, food/beverage services, and activities producing customary and reasonable levels of audible noise (excluding the use of outdoor speakers) may be conducted on an Outdoor Dining Area between 7:00 a.m. to 11:00 p.m. on Sundays; and (viii) enclosure of a Sidewalk Encroachment Zone or Outdoor Dining Area is prohibited without the Approval of the City. The City shall maintain (at City's sole cost and expense) in a neat, clean and orderly condition the Sidewalks and Streetscapes (including the planters that are actually installed on the sidewalks along Commerce Street), excluding: (A) those portions of a Sidewalk Encroachment Zone that are improved by an Occupant for use as an outdoor dining area (the "Outdoor Dining Area"), as shown on the Site Plan, which Outdoor Dining Area shall be maintained by the Occupant of such space; and (B) those portions of a Sidewalk Encroachment Zone measuring +/- two feet (2') from the exterior wall of a Building located adjacent to a Sidewalk Encroachment Zone that may be improved by an Occupant with potted plants, planters, climbing vines, related irrigation equipment, and other similar Improvements (the "Decorative Landscaping Area"), as shown on the Site Plan, which Decorative Landscaping Area shall be maintained by the Occupant of such space.

(b) Lighting. Each Owner grants an irrevocable license to each other Owner for the purpose of permitting the lighting from one Parcel to incidentally shine on the adjoining Parcel.

(c) Deliveries. All deliveries to a Development Parcel shall take place on internal streets and parking areas located within the Project; provided, however, truck deliveries to the Project shall be prohibited within sixty feet (60') of Main Street and Academy Street, as shown on Exhibit "N," unless otherwise permitted by the City, and delivery trucks shall not block both lanes of traffic, block the on-coming traffic lane, or otherwise cause significant stacking of vehicles or other material impediments to the ordinary flow of traffic.

(d) Trash. Owners and their respective Occupants shall be permitted to access the City Parcels for the purposes of transporting garbage, trash, rubbish or other refuse, using the most direct route, from one Development Parcel to another Development Parcel on which trash disposal facilities are located.

(e) Outside Consumption of Alcohol. As of the Effective Date, the Project is located within the "Downtown District," as defined in Section 3-180 *et seq.*, Article XVI of the Code (as may be amended, and together with other applicable ordinances, the "Alcoholic Beverage Ordinance"), which provides for certain exceptions and provisions applicable only to licensees whose establishments are located within the Downtown District holding licenses to sell alcoholic beverages for consumption on the premises ("Licensee"). The exemptions and provisions set forth in the Alcoholic Beverage Ordinance as of the Effective Date support the economic viability of the Project as a mixed-use development as well as the City's original vision for the Project as a vibrant "city center" comprised of complementary uses, including, but not limited to, retail, restaurant, office, residential, and other ancillary uses. Any amendment to the Alcoholic Beverage Ordinance that prohibits, further restricts or impairs a Licensee's right to sell alcoholic beverages for consumption on the Project (subject to the restrictions set forth in the Alcoholic Beverage Ordinance as of the Effective Date) would likely have a deleterious effect upon the Project. The City has no present intention of making or supporting any such amendments to the Alcoholic Beverage Ordinance.

Each Occupant acknowledges and agrees that such Occupant and its Permittees shall be subject to and shall comply with the requirements and restrictions set forth in the Alcoholic Beverage Ordinance. In addition, each Owner (excluding the City) hereby expressly permits Occupants and Permittees of the other Development Parcels to consume alcoholic beverages on the unimproved portions of Owner's Development Parcel (but excluding the City Parcels), subject to the restrictions set forth in the Alcoholic Beverage Ordinance. Notwithstanding the foregoing, the City hereby expressly permits Occupants and Permittees of the other Development Parcels to consume alcoholic beverages on the Town Green and Pathways located on the City Parcels, subject to the restrictions set forth in the Alcoholic Beverage Ordinance.

Section 7.6 Use of the City Parcels.

(a) General. It is understood that the Project is intended to constitute an energetic and vibrant living, working, shopping and recreational environment, and that the City Parcels may be used for entertainment and recreational activities, holiday and seasonal displays and activities, exhibitions, recreational activities, culinary events, organic gardens, concerts and music events, fireworks, competitions and exhibitions, and other activities ("Public Events") that are reflective of a mixed-use project. The Owners of all Development Parcels acknowledge that such Public Events may result in increased noise, light, odors, traffic levels and other conditions as a result thereof, and that such conditions are a natural corollary of the mixed-use environment at the Project and the benefits afforded by such environment and shall not constitute a nuisance or interference with the Occupants of any of the Development Parcels affected by the same provided that they are in compliance with Governmental Requirements. Notwithstanding anything to the contrary stated in this Declaration, the City shall not (i) allow Public Events to be held (or allow decorative and promotional materials, event facilities, and kiosks to be installed and/or maintained) on sidewalks located along Commerce Street or along the eastern right-of-way of Market Street; (ii) allow for the sale of food and/or goods by outside vendors (including, without limitation, street vendors and food trucks) on any portion of the Project other than on the Town Green Parcel; and (iii) close Commerce Street or Market Street (but shall have the right to close North Broad Street and South Broad Street to vehicular access only) in connection with Public Events. In

addition, the City shall not shut down access to any of the sidewalks that are located directly adjacent to occupied buildings located on the Development Parcels in connection with any Public Events.

(b) Public Events Schedule. The City and Declarant, by and through their respective authorized representative(s), shall meet during the fourth quarter of each calendar year to (i) discuss the Public Events schedule to take place on the Project in the following calendar year; and (ii) discuss issues and concerns related to such Public Events schedule, and to establish a plan to address and mitigate the potential adverse effects of Public Events upon the businesses occupying the Development Parcels. Notwithstanding anything to the contrary stated in this Declaration, the City shall be obligated to provide all services to and maintenance of the affected areas of the Project in connection with a Public Event.

Section 7.7 Operation, Administration and Use of the Surface Parking Spaces on the City Parcels, the City Parking Deck and Parking Deck B.

(a) General - Operation and Administration of the Parking Decks.

- (i) The City (as the owner of the City Parking Deck) and Development Parcel 6 Owner (as the Owner of Parking Deck B) shall be required to open and operate their respective Parking Decks seven (7) days a week and twenty-four (24) hours a day, subject to Unavoidable Delays; provided, however, the City and Development Parcel 6 Owner may temporarily close their respective Parking Decks to perform maintenance and repair with ten (10) days' prior notice to the other Owners, except that, in Emergency situations requiring a temporary closing, prior notice shall not be required. Temporary closure of immaterial portions of a Parking Deck for maintenance and repair shall not require prior notice. All maintenance and repairs shall be performed at a time and in a manner reasonably calculated to minimize disruption and inconvenience to the Occupants of the Project and their respective Permittees, but nothing herein shall require the City or the Development Parcel 6 Owner to incur additional costs for overtime labor. In the event that any portion of the Parking Decks is temporarily closed, the Owner of such Parking Deck shall make reasonable efforts to keep one (1) driveway and entrance into the such Parking Deck open (and to place appropriate signage directing traffic to the open entrance).
 - (ii) The City and Development Parcel 6 Owner shall have the right, but not the obligation, to install speed control devices in their respective Parking Decks to help prevent violations of the posted speed limit, if any; provided, however, the City and Development Parcel 6 Owner shall have no responsibility for any damage to any vehicle caused by the placement of such speed control devices.
 - (iii) The City and Development Parcel 6 Owner shall maintain all lighting fixtures that serve their respective Parking Decks in good working order and condition to ensure that the illumination of their respective Parking Decks complies with all Governmental Requirements.
 - (iv) The City and Development Parcel 6 Owner shall have the right, but not the obligation, to employ, at its sole expense, parking attendants to administer and monitor the use of parking on their respective Parking Decks.
 - (v) Development Parcel 6 Owner shall have the right to mark, label or otherwise identify the parking spaces located within Parking Deck B. In addition, Development Parcel 6 Owner may restrict access to the parking spaces located within Parking Deck B with parking gate(s) or other means of access control, and in connection therewith, may issue identifying cards, stickers, tokens or the like as reasonably necessary to monitor, enforce, and regulate parking in Parking Deck B, and charge a parking fee to offset the actual cost of such items. Any income
-

resulting from parking fees associated with Parking Deck B shall be the property of Development Parcel 6 Owner. The costs of any such parking gate equipment or other means of access control, and the installation, maintenance, repair, and replacement of the same shall be borne solely by Development Parcel 6 Owner.

- (vi) The City and Development Parcel 6 Owner shall provide at its own cost and expense its own directional Signage to be located on or within their respective Parking Decks.
- (vii) All costs and expenses associated with the City Parking Deck and Parking Deck B (including, but not limited to, operation, administration, maintenance, repair, replacement, improvement, and insurance) shall be the sole responsibility of the City and Development Parcel 6 Owner, respectively.
- (viii) All public restroom facilities located within the City Parking Deck shall be kept open for use during the hours of operation for retail establishments conducting business on the Development Parcels (subject to closures due to repairs, cleaning, refurbishment, etc.). All costs and expenses associated with the operation, administration, maintenance, repair, replacement, improvement, and insurance of such public restroom facilities shall be the sole responsibility of the City.
- (ix) The City and the Development Parcel 6 Owner shall have the right to control all internal services/systems (i.e., elevator, trash, trash rooms) located within their respective Parking Decks.
- (x) The City and Development Parcel 6 Owner shall have the right, but not the obligation, to make, modify, repeal and enforce reasonable parking rules and regulations on a nondiscriminatory basis to the Occupants and their Permittees, governing the conduct, use, and enjoyment of their respective Parking Decks, including, without limitation, the right to authorize the towing or booting of vehicles illegally or improperly parked.
- (xi) The Parking Decks shall not be used for any other uses other than a parking deck (i.e., craft shows, flea markets, antique sales).
- (xii) The Parking Decks are subject to the terms and conditions of the Parking Deck Expansion Easement Agreement.

(b) City Parking Deck. The use of the City Parking Deck is subject to the terms and conditions of Subsection 7.7(a) above, the City Parking Deck Site Plan, the Parking Agreement and the Parking Deck Expansion Easement Agreement. In addition, the City Parking Deck is part of the City Parcels to be used by the Occupants and their respective Permittees as well as other visitors to the Project. Notwithstanding anything to the contrary stated in this Declaration, the City agrees to the following:

- (i) The City Parking Deck is not intended to provide long-term or short-term parking for (A) employers and their respective employees of business establishments located outside of the Project, other than employees of City Hall or the library, or (B) over-flow parking for events held outside of the Project. In the event that the City receives notice from Declarant or any of the Development Parcel Owners that the City Parking Deck is being utilized for purposes that are in egregious violation of this Subsection, City agrees to exercise its best efforts to address such violation to ensure that the City Parking Deck is being utilized for its intended purpose and for the benefit of the Project and the general public.
-

- (ii) Notwithstanding anything to the contrary stated in this Declaration, the City shall be permitted to designate up to thirty (30) parking spaces on the uppermost level of the City Parking Deck as "VIP" parking spaces for use by persons designated by the City during City-sponsored events or Public Events, which City events shall not be held more than three (3) times during a calendar year. In the event that the City wishes to designate more than thirty (30) parking spaces as "VIP" parking spaces or to implement "VIP" parking during more than three (3) City events or Public Events in any given calendar year, then the City shall obtain the written Approval of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Owners.
- (iii) All parking spaces located within the City Parking Deck shall be on a first-come, first-served basis, other than the fifty (50) parking spaces reserved in the Parking Agreement, as depicted in the City Parking Deck Site Plan. The City shall not enter into any agreements or other arrangements with third-parties (or enter into an amendment to the Parking Agreement) other than Declarant for the use of parking spaces within the City Parking Deck without the written Approval of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Owners.
- (iv) The City agrees not to gate off, restrict access to, mark, label or otherwise identify parking spaces located within the City Parking Deck as reserved or time restricted (except as provided in this Section 7.7, as shown on the City Parking Deck Site Plan, or required under the Parking Agreement) without the written Approval of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Owners.
- (v) Any decision by the City to reduce the total number of parking spaces within the City Parking Deck (existing as of the Effective Date) shall require the written Approval of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Owners.
- (vi) Parking in the City Parking Deck shall be free of charge. Any decision by the City to charge for or restrict and/or limit access to the parking spaces located within the City Parking Deck (except as provided in this Section 7.7, as shown on the City Parking Deck Site Plan, or required under the Parking Agreement) shall require the written Approval of Declarant during the Declarant Control Period, and thereafter, the written Approval of the Owners.

(c) Surface Parking Spaces. All surface parking areas and surface parking spaces located on the City Parcels shall constitute a portion of the City Parcels. The City agrees that there shall be no charge for the use of such surface parking spaces for a period of seven (7) years commencing on the Effective Date.

ARTICLE VIII. INSURANCE

Section 8.1 Insurance – General. Each Development Parcel Owner, with respect to such Owner's Development Parcel, shall maintain or cause to be maintained in full force and effect at least the minimum insurance coverages set forth below.

(a) Commercial General Liability Insurance. Each Development Parcel Owner shall be obligated to obtain and maintain at all times Commercial General Liability Insurance with a combined single limit of liability of One Million Dollars (\$1,000,000.00) for bodily injury, personal injury and property damage, arising out of anyone occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, with excess limits in the amount of Five Million Dollars (\$5,000,000.00) pursuant to an umbrella liability policy.

Declarant and the City shall be "additional insureds" under all such policies pursuant to ISO AI endorsement CG 2026 or an equivalent endorsement.

(b) Worker's Compensation and Employer's Liability Insurance. Each Development Parcel Owner shall be obligated to obtain and maintain at all times Worker's Compensation and Employer's Liability Insurance as required by any applicable law or regulation. The limits of liability shall not be less than One Million Dollars (\$1,000,000.00) each accident for bodily injury, One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease and One Million Dollars (\$1,000,000.00) each employee for bodily injury by disease.

(c) Automobile Liability Insurance. Each Development Parcel Owner shall be obligated to obtain and maintain at all times automobile liability insurance coverage. The limits of liability shall not be less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage.

(d) Property Insurance. Following completion of completion of the Initial Improvements on any of the Development Parcels, and in replacement of the coverage required by Section 8.1(e) below, each Development Parcel Owner shall be obligated to obtain and maintain at all times property insurance by the standard ISO Causes of Loss Special Form, or its equivalent, in the amount of one hundred percent (100%) of full replacement cost thereof (excluding footings, foundations and excavations). Each Development Parcel Owner ("Releasing Owner") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Owner ("Released Owner") from any liability for any loss or damage to all property of such Releasing Owner located upon any portion of the Project, which loss or damage is of the type covered by the insurance required to be maintained under this Section 8.1, irrespective of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. The Releasing Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance and to the policies or insurance carried by its Occupants, with respect to the foregoing release; provided, however, failure to obtain such endorsements shall not affect the release and waiver hereinabove given. The Releasing Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit asserted by or through any Occupant of the Releasing Owner's Development Parcel for any loss or damage to the Project of such Occupant located upon the Releasing Owner's Development Parcel, which loss or damage would have been covered by the insurance required to be maintained under this Section 8.1, irrespective of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. The Releasing Owner agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance and to the policies or insurance carried by its Occupants, with respect to the foregoing release; provided, however, failure to obtain such endorsements shall not affect the release and waiver hereinabove given. The Releasing Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit asserted by or through any Occupant of the Releasing Owner's Development Parcel for any loss or damage to the Project of such Occupant located upon the Releasing Owner's Development Parcel, which loss or damage would have been covered by the insurance required to be maintained under this Section 8.1.

(e) Insurance Required Prior to the Commencement of Construction. Prior to commencing any construction activities contemplated by this Declaration on any of the Development Parcels, the Development Parcel Owner thereof shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:

(i) Workers' compensation and employer's liability insurance, as required by an applicable law or regulation, and with employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) each accident for bodily injury, One

Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease and One Million Dollars (\$1,000,000.00) each employee for bodily injury by disease.

(ii) Commercial General Liability insurance covering all operations by or on behalf of the contractor, as provided by standard ISO CGL coverage form CG 0001 or its equivalent, with minimum limits of liability on a per project basis of:

(A) One Million Dollars (\$1,000,000.00) each occurrence (for bodily injury and property damage);

(B) One Million Dollars (\$1,000,000.00) for Personal Injury Liability;

(C) Two Million Dollars (\$2,000,000.00) aggregate for Products and Completed Operations; and

(D) Two Million Dollars (\$2,000,000.00) general aggregate.

(E) Automobile liability insurance including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage and shall be provided by the standard ISO Business Auto coverage form CA 0001 or its equivalent.

(F) Prior to commencement of vertical construction of Improvements on any of the Development Parcels, fire and extended coverage insurance, in the so-called "Builder's Risk 100% Completed Value Non-Reporting" form, or its equivalent.

(G) The contractor shall also carry umbrella/excess liability insurance in the amount of Five Million Dollars (\$5,000,000.00). If there is no per project aggregate under the Commercial General Liability policy, the limit shall be Ten Million Dollars (\$10,000,000.00).

If the construction activities involve the use of another Development Parcel, then the constructing Person shall cause (x) the Owner of such Development Parcel to be an additional insured on each policy (for the Commercial General Liability policy pursuant to a CG 2010, ongoing operations, endorsement, and a CG 2037, completed operations, endorsement, or their equivalent), (y) with respect to the work on such other Development Parcel, the coverage set forth in Section 8.1(e) above to be extended for a three (3) year period following final completion of work, and (z) each such policy to provide that the same shall not be cancelled, allowed to expire, nor reduced in amount or coverage below the requirements set forth above without at least thirty (30) days prior written notice to the named insured and the constructing Person shall provide at least thirty (30) days prior written notice to any other insured parties. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then the constructing Person shall immediately stop all work on and use of the other Development Parcel until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to the Owner of such other Development Parcel.

(f) Additional Insured. Any insurance that requires another Person to be added as an "additional insured" shall (i) provide that the policy shall not be canceled or reduced in amount or coverage below the requirements of this Declaration, nor shall such policy be allowed to expire without at least thirty (30) days prior written notice by the insurer to the named insured, and without at least thirty (30) days prior written notice to be provided by the insured to each additional insured; (ii) provide for severability of interests; (iii) provide that an act or omission of one (1) of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds; and (iv) provide for contractual liability coverage with respect to any indemnity obligation set forth therein.

(g) Insurance Rating. All insurance required by a Person pursuant to this Article VIII shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide not less than A-/VIII, and which are authorized to do business in the State of Georgia. All insurance may be provided under (i) an individual policy covering the Development Parcel in question, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Development Parcel Owner with aggregate coverage in commercially reasonable amounts as determined in the sole discretion of Declarant, (iii) a plan of self-insurance, in whole or in part, provided that such plan of self-insurance is commercially reasonable based upon the tangible net worth and tangible net current assets of such Development Parcel Owner as determined in the sole discretion of Declarant, such Development Parcel Owner provides all certified financial information as may be required for Declarant to make such determination, and such Development Parcel Owner notifies the other Owners of its intent to self-insure, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by a Development Parcel Owner in compliance with this Article VIII, such Development Parcel Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, in no event shall any deductible exceed Fifty Thousand Dollars (\$50,000.00) unless such Development Parcel Owner complies with the requirements regarding self-insurance pursuant to Subsection (iii) above. Each Development Parcel Owner agrees to furnish to any Owner requesting the same, a certificate(s) of insurance, or statement of self-insurance, as the case may be, or the Web address where such insurance information is contained, evidencing that the insurance required to be carried by such Development Parcel Owner is in full force and effect.

ARTICLE IX. CASUALTY AND EMINENT DOMAIN

Section 9.1 Casualty.

(a) Restoration of Improvements on the City Parcels. In the event of damage to or destruction of Improvements on any portion of the City Parcels, the City may, but shall not be obligated to, restore and reconstruct such Improvements. In the event the City so elects to restore and reconstruct any Improvements, the City shall promptly (and in any event within six (6) months of the event of damage or destruction) restore and reconstruct such Improvements to at least as good a condition as it or they were in immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner, shall conform to and comply with all applicable Governmental Requirements, and shall be completed with due diligence, at the sole cost and expense of the City.

(b) Restoration of Improvements on the Development Parcels. In the event of damage to or destruction of Improvements on any of the Development Parcels, the applicable Owner may, but shall not be obligated to, restore and reconstruct such Improvements within such Owner's Development Parcel; provided, however, the applicable Owner shall be obligated to restore and reconstruct such Improvements if fifty percent (50%) or less of such Improvements has been damaged or destroyed. In the event an Owner so elects to restore and reconstruct any Improvements, such Owner shall promptly (and in any event within six (6) months of the event of damage or destruction) restore and reconstruct such Improvements to at least as good a condition as it or they were in immediately prior to such damage or destruction. All such restoration and reconstruction shall be performed in accordance with the following requirements, as the same are applicable thereto:

- (i) All work shall be performed in a good and workmanlike manner and shall conform to and comply with:
 - (A) all applicable Governmental Requirements;
 - (B) all requirements imposed by Declarant in connection with any Approval granted pursuant to Article IV, if applicable; and
 - (C) all other applicable requirements of this Declaration.
-

- (ii) all such work shall be completed with due diligence, and at the sole cost and expense of the Owner performing the same.

(c) Clearing of Premises. Whenever an election is made, pursuant to this Section 9.1, not to restore, repair or rebuild Improvements located on a Parcel that have been damaged or destroyed, the Owner of such Parcel, at its sole cost and expense, shall promptly (and in any event within ninety (90) days of the event of damage or destruction) raze such Improvements or such part thereof as has or have been damaged or destroyed (in a safe and orderly manner that does not adversely affect the other Parcels), clear the premises of all debris, and all areas not restored to their original use, at the expense of the Owner of the subject Parcel, shall be leveled and cleared, with the soil appropriately stabilized and either re-seeded or landscaped in a manner similar to any unimproved open space located within any portion of the Project. At any time after any such razing, the Owner of the subject Parcel may subsequently rebuild in accordance with the provisions of this Section 9.1.

Section 9.2 Condemnation. In the event any portion of any of the Parcels shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the Owner of such Development Parcel or the Improvements taken, and, subject to the remainder of this Section 9.2, the other Owners hereby waive and release any right to recover any value attributable to the Project interest so taken; provided, however, (i) if the taking includes Improvements belonging to or benefiting more than one Owner (such as Utilities Systems), the portion of the award allocable thereto shall be used to relocate, replace or restore such commonly owned Improvements to a useful condition; (ii) if the taking includes easements rights which are intended to extend beyond the term of this Declaration, the portion of the award allocable to each such easement right shall be paid to the respective grantees thereof; and (iii) if a separate claim can be filed for the taking of any other property interest existing pursuant to this Declaration which does not reduce or diminish the amount paid to the Owner of the Parcel taken, then the owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken, no easement or license set forth in this Declaration shall expire or terminate based solely upon such taking.

ARTICLE X. ENFORCEMENT

Section 10.1 Responsibility of Development Parcel Owner. Each Development Parcel Owner shall be responsible for compliance with the terms, provisions, and conditions of the Governing Instruments by its Permittees.

Section 10.2 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of the Governing Instruments by the non-performing Development Parcel Owner ("Defaulting Owner"): (i) the failure to make any payment required to be made hereunder or to remove any lien required to be removed hereunder within ten (10) days after written notice of default; and (ii) the failure to observe or perform any of the covenants, conditions, or obligations of the Governing Instruments, other than as described in (i) above, within twenty (20) days after the issuance of a written notice by another Owner ("Non-Defaulting Owner") specifying the nature of the default claimed; provided, however, with respect to those failures which cannot with due diligence be cured within said twenty (20) day period, such Development Parcel Owner shall not be deemed to be in default hereunder if such Development Parcel Owner commences to cure such default within such twenty (20) day period and thereafter diligently pursues such cure to completion within sixty (60) days thereafter.

Section 10.3 Notice of Default. Upon written request of a Non-Defaulting Owner, Declarant shall send written notice of default to the Defaulting Owner. With respect to any default under Section 10.2(ii) above, Declarant or any Non-Defaulting Owner (to the extent that Declarant has not previously exercised the following cure rights) shall have the right following the expiration of any applicable cure period (if any), but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Owner; provided, however, in the event such default shall constitute an Emergency, Declarant or Non-Defaulting Owner, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under

the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, Declarant or the Non-Defaulting Owner shall have the right to enter upon the Development Parcel of the Defaulting Owner to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Owner. Each Development Parcel Owner shall be responsible for the default of its Occupants. In the event Declarant or any non-Defaulting Owner shall cure a default, the Defaulting Owner shall reimburse Declarant or the Non-Defaulting Owners, as applicable, for all costs and expenses incurred in connection with such curative action, plus interest as provided in Section 10.8, within ten (10) days after receipt of demand therefor, together with reasonable documentation supporting the expenditures made. In the event the Defaulting Owner does not reimburse the Non-Defaulting Owner as set forth above, Declarant and the Non-Defaulting Owner shall have all rights at law and in equity. The rights to cure the default of any other Development Parcel Owner shall not be deemed to: (i) impose any obligation on Declarant or a Non-Defaulting Owner to do so; (ii) render Declarant or the Non-Defaulting Owner liable to the Defaulting Owner of any third Owner for an election not to do so; (iii) relieve the Defaulting Owner from any performance obligation hereunder; or (iv) relieve the Defaulting Owner from any indemnity obligation as provided in this Declaration.

Section 10.4 Remedies Cumulative. Each Non-Defaulting Owner shall have the right to prosecute any proceedings at law or in equity against any Defaulting Owner hereto, or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in the Governing Instruments, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by a Defaulting Owner or Person of any of the terms, covenants or conditions of the Governing Instruments, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. The remedies provided in this Declaration shall be in addition to and not in substitution for any rights and remedies now or hereafter existing at law or in equity. The remedies provided in this Declaration or otherwise available shall be cumulative and may be exercised concurrently.

Section 10.5 Failure to Enforce Not a Waiver. The failure of Declarant or any other Owner to enforce any provisions, covenants, conditions, restrictions, and/or obligations herein contained shall in no event be deemed to be a waiver of the right to thereafter enforce the same as to any continuing or subsequent violation or breach or attempted violation or breach of the same provision, covenant, condition, restriction, and/or obligation, whether occurring prior or subsequent thereto. No suit shall lie against Declarant, Declarant or any Owner for any failure, refusal, or omission to institute or join in any action or proceeding for the enforcement hereof or to restrain the violation of any of the provisions hereof.

Section 10.6 Inspection. Subsequent to reasonable written notice to the applicable Development Parcel Owner and/or Occupant, Declarant and its authorized representatives may, in the company of a representative of such Development Parcel Owner and/or Occupant, to the extent reasonably practicable, from time to time at any reasonable business hour or hours, enter and inspect any Building or Development Parcel to ascertain compliance with the Governing Instruments and any other documents promulgated pursuant hereto.

Section 10.7 Attorney's Fees; Charges. Every Defaulting Owner shall be obligated to pay the reasonable attorneys' fees and related costs and expenses, including court costs, actually incurred by the Non-Defaulting Owner in connection with the bringing of an action against such Defaulting Owner for the enforcement of the provisions of the Governing Instruments, to the extent the Non-Defaulting Owner is a prevailing party in such action. All sums expended by the Non-Defaulting Owner in enforcing the Governing Instruments, including, without limitation, sums expended pursuant to Section 10.4, shall be immediately due and payable by the Defaulting Owner and shall be deemed charges against each Defaulting Owner and such Defaulting Owner's Development Parcel(s). By purchasing or leasing property subject to this Declaration, each Occupant binds itself, its successors and assigns, to pay to any Non-Defaulting Owner the reasonable and actual cost to cure any violation hereunder.

Section 10.8 Interest. Any time a Development Parcel Owner fails to pay any sum payable hereunder within five (5) days of the due date, such Defaulting Owner shall pay interest on such amount, from the due date to and including the date such payment is received by the Owner entitled thereto, at the lesser of: (i) the highest rate permitted by law to be either paid on such type of obligation by the Owner obligated to make such payment or charged by the Owner to whom such payment is due, whichever is less; or (ii) the prime rate, plus three percent (3%). As used herein, "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in the Wall Street Journal under the heading "Money Rates"; provided, however, (iii) if more than one such rate is published therein, the prime rate shall be highest such date, and (iv) if such rate is no longer published in the Wall Street Journal or is otherwise unavailable, the prime rate shall be a substantially comparable index selected by Declarant of short term loan interest rates charged by United States banks to corporate borrowers.

Section 10.9 Certain Limitations on Remedies. None of the Persons comprising an Owner (whether partners, shareholders, officers, directors, members, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any judgment obtained against an Owner. Each Owner agrees to look solely to the interest in the Development Parcel of a Defaulting Owner for recovery of damages for any breach of the Governing Instruments; provided, however, the foregoing shall not in any way impair, limit or prejudice the right of Declarant:

(a) to recover from another Development Parcel Owner all damages and costs arising out of or in connection with or on account of, a breach by such Development Parcel Owner of its obligations under the Governing Instruments; or

(b) to pursue equitable relief in connection with any term, covenant or condition of the Governing Instruments, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance, and recover all costs, including Interest thereon, relating to such enforcement action.

ARTICLE XI. DECLARANT RIGHTS

Section 11.1 Right to Transfer or Assign Declarant Rights and Obligations. Any or all of the rights, powers and reservations of Declarant under this Declaration may be transferred or assigned in whole or in part to other Persons; provided, however, upon acceptance of such assignment by any Person, such assignee shall, to the extent of such assignment, assume Declarant's duties under this Declaration and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant under this Declaration. Furthermore, upon such assignment, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations, and duties under this Declaration arising from and after the date of such assignment. Notwithstanding anything to the contrary stated in this Declaration, the mere conveyance or transfer or ownership of or other interest in land within the Project by Declarant to an Person or Owner, whether by deed to other instrument of conveyance, shall not in any way convey any rights, power or reservation of Declarant hereunder. No such transfer or assignment of Declarant rights shall be effective unless it is evidenced by a written instrument signed by Declarant and the Person to whom such assignment is made and filed in the Official Records.

Section 11.2 Declarant Control Period. Notwithstanding anything to the contrary stated in this Declaration, during the Declarant Control Period, Declarant reserves an easement across the Development Parcels for Declarant and Persons authorized by Declarant to maintain and carry on, upon such portion of the Project as Declarant may reasonably deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's development, construction, and marketing and sales activities related to the Project and the Additional Property, including, but without limitation, the following:

(c) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, across or on the Development Parcels (the portion of which that is not improved with any Improvements);

(d) the right to tie into any portion of the Development Parcels with driveways, parking areas and walkways;

(e) the right to tie into and/or otherwise connect and use (without a tap on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Development Parcels;

(f) the right to grant easements over, under, in or on the Development Parcels (the portion of which that is not improved with any Improvements), for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Project;

(g) the right to carry on marketing and sales, special events and promotional activities on the Development Parcels;

(h) the right to erect and maintain Signage and marketing materials on the Development Parcels;

(i) the right to construct and operate business offices, construction trailers, and marketing and sales offices on the Development Parcels for the use of Declarant and Persons authorized by Declarant; and

(j) the right to conduct any other activities on the Development Parcels that Declarant may deem necessary in connection with the development of the Project and construction of Improvements on the Project.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. This Section 11.2 shall not be amended without Declarant's express written consent.

ARTICLE XII. AMENDMENT

Section 12.1 During the Declarant Control Period. Until the termination of the Declarant Control Period, this Declaration may be amended only by Declarant (who may unilaterally amend this Declaration for any purpose). Notwithstanding the foregoing, any such amendment shall not: (a) adversely affect the title to any Owner's Development Parcel absent the written consent of the Owner thereof; (b) alter the uses of the Development Parcels absent the written consent of the Owners thereof; or (c) alter any license, easement or other contractual rights contained in this Declaration without the written consent of the Person holding such license, easement or other contractual rights. Moreover, any such amendment that affects the City or a City Parcel shall require the consent of the City, which consent the City may grant or withhold in its sole discretion.

Section 12.2 After the Declarant Control Period. After the termination of the Declarant Control Period, this Declaration may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of two-thirds (2/3) of the Owners. Notwithstanding the foregoing, any such amendment shall not: (i) adversely affect the title to any Owner's Development Parcel absent the written consent of the Owner thereof; (ii) alter the uses of the Development Parcels absent the written consent of the Owners thereof; or (iii) alter any license, easement or other contractual rights contained in this Declaration without the written consent of the Person holding such license, easement or other contractual rights. Moreover, any such amendment that affects the City or a City Parcel shall require the consent of the City, which consent the City may grant or withhold in its sole discretion.

Section 12.3 Effectiveness of an Amendment. Any amendment shall become effective upon the recording in the Official Records of the instrument evidencing such change unless a later effective date is specified therein. If an Owner consents to an amendment to this Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any procedural challenge to an amendment must be made within six (6) months of the recording of the amendment or such amendment shall be presumed to have been validly adopted. No action to challenge any such amendment may be brought after such time. Every Owner, by taking record title to any of the Parcels, and each holder of a Mortgage upon any portion of any of the Development Parcels, by acceptance of such Mortgage, hereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided in this Declaration.

Section 12.4 Consent of Occupants and Permittees Not Required. Notwithstanding that certain of the easements created hereby may ultimately run to the benefit of Occupants and their respective Permittees of all or part of the Project or other non-property owners, nothing contained in this Declaration shall imply that the consent of any such other benefited parties is required in connection with an amendment, modification or termination of this Declaration, unless expressly provided in this Declaration.

ARTICLE XIII. MISCELLANEOUS

Section 13.1 Dispute Resolution. Disputes shall be addressed in the following manner:

(a) General. If any dispute or disagreement arises in connection with any interpretation of this Declaration, its performance or nonperformance, or any figures, calculations or charges charged, the disputing parties will make every effort to meet and settle the matter in good faith informally. If, after a period of ten (10) days, the disputing parties are unable to agree to a settlement of the disagreement, then, before initiating litigation or other legal proceedings regarding the same (except in the event of an Emergency that would require immediate resolution), either disputing party may, during the succeeding thirty (30) day period, request in writing that the matter be submitted to arbitration in accordance with this Section 13.1. Arbitration will be conducted following the rules of the American Arbitration Association modified as provided in this Section 13.1. The disputing parties agree to submit the matter to one (1) arbitrator ("Arbitrator") agreed upon by the parties, or selected by the American Arbitration Association if the disputing parties are unable to agree upon such Arbitrator. Any Arbitrator selected by the Owner or the American Arbitration Association shall be a reputable, disinterested individual having no affiliation with any of the parties and having not less than five (5) years' experience in commercial real estate development in the metropolitan Atlanta, Georgia area and willing to act as an Arbitrator of the claim, dispute or controversy in question.

(b) Location of Arbitration. Arbitration shall occur in Alpharetta, Georgia. The disputing parties agree to share in the expense of the costs and expenses of such arbitration, including, without limitation, any administrative filing fees. The presentations of the parties hereto in the arbitration proceeding shall be commenced and completed within thirty (30) days after the selection of the Arbitrator pursuant to Section 13.1(a) above.

(c) Decision of the Arbitrator. The Arbitrator shall render his or her decision in writing within fifteen (15) days after the completion of such presentations. The Arbitrator may award specific performance of this Declaration and/or may also require remedial measures as part of any award. The Arbitrator shall have the authority to apportion the costs and expenses, including attorney's fees, of the arbitration. The award shall be final and judgment may be entered in any court having jurisdiction thereof

(d) Obligation to Perform. Each party is required to continue to perform its obligations under this Declaration pending final resolution of any dispute arising under this Agreement.

(e) Section Not Applicable to the City and the City Parcels. Notwithstanding anything to the contrary stated in this Declaration, the provisions of this Section 13.1 are not applicable to the City and the City Parcels.

Section 13.2 Estoppel Certificates. Declarant and each Owner, within ten (10) days after receipt of written request from any other Owner or Mortgagee, as the case may be ("Requesting Party"), shall execute, acknowledge and deliver to the Requesting Party or to any existing or prospective purchaser or mortgagee designated by the Requesting Party, a certificate ("Estoppel Certificate") stating, to the extent applicable:

(a) that the terms and provisions of this Declaration are unmodified and are in full force and effect or, if modified, identifying any such modifications;

(b) whether there is any existing default hereunder (or grounds therefor after giving the requisite notice hereunder) by the Requesting Party and, if so, specifying the nature and extent thereof;

(c) whether there are any sums (other than those arising out of the normal course of operation of the Project within the previous forty-five (45) days) which the Person executing such Estoppel Certificate owes as a charge or is entitled to receive or demand from the Requesting Party, and if there is any such sum, specifying the nature and amount thereof;

(d) the nature and extent of any set-offs, claims, counterclaims or defenses then being asserted or capable of being asserted after giving notice, if any, required hereunder or otherwise known by the Person executing the Estoppel Certificate against the enforcement of the Requesting Party's obligations hereunder;

(e) the total amount of all sums owed as charges hereunder and all liens being asserted or capable of being asserted after giving notice, if any, required hereunder by the Person executing the Estoppel Certificate under the provisions of this Declaration, describing the applicable provisions and the details of any such lien claim;

(f) the current address or address to which notices given to the Person executing such Estoppel Certificate are to be mailed; and

(g) such other facts or conclusions as may be reasonably requested.

Such Estoppel Certificate shall act to estop the issuer from asserting a claim or defense against a bona fide encumbrances or purchaser for value to the extent that such claim or defense is based upon facts known to the issuer as of the date of the Estoppel Certificate which are contrary to the facts contained therein, and such bona fide purchaser or encumbrances has acted in reasonable reliance upon such Estoppel Certificate without knowledge of facts to the contrary. The issuance of an Estoppel Certificate shall in no event be construed to waive any rights of the issuer to challenge acts committed by other Owners for which Approval by the issuer was required but not sought or obtained. The issuance of an Estoppel Certificate shall in no event subject the party executing such Estoppel Certificate to any liability for the negligent or inadvertent failure of such Owner to disclose correct and/or relevant information.

Section 13.3 Governing Law. This Declaration concerns real property located in the State of Georgia and shall be governed by and interpreted in accordance with the laws of the State of Georgia. The venue for any action or suit brought against any Person relating to this Declaration or the enforcement of any provisions hereof shall be Fulton County, Georgia.

Section 13.4 Severability. The invalidity of any one of the covenants, agreements, conditions or provisions of this Declaration, or any portion thereof, shall not affect the remaining portions of this

Declaration, or any part hereof, and this Declaration shall be modified to substitute in lieu of the invalid provision, a similar and valid provision which reflects the intent of Declarant and the City with respect to the covenant, agreement, condition or provision which has been deemed or determined to be invalid.

Section 13.5 Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall (i) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration, or (ii) affect, impair, defeat, or render invalid the lien of any mortgage or trust deed made in good faith and for value as to any part of the Development Parcels. However, such limitation shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of any such breach.

Section 13.6 No Waiver. No consent or waiver, express or implied, by any Person to or of any breach or default by any other Person in the performance by such other Person of the obligations thereof under this Declaration, shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Person of the same or any other obligations of such other Person under this Declaration. Failure on the part of any Person to complain of any act or failure to act of any other Person or to declare such other Person in default, irrespective of how long such failure continues, shall not constitute a waiver by such Person of the rights thereof under this Declaration. The failure by one Person to pay any amounts due hereunder or perform any obligations hereunder shall not relieve any other Person from paying required charges or otherwise performing under this Declaration.

Section 13.7 Conflicts. All Governmental Requirements shall be observed. In the event of any conflict between this Declaration and any such Governmental Requirements, the provisions which require more restrictive standards shall apply. In the event of any inconsistencies among the terms and provisions of this Declaration and the terms and provisions of any Supplementary Declaration, the provisions of this Declaration shall control if and to the extent that this Declaration imposes more restrictive or additional requirements or limitations over those contained in the applicable Supplementary Declaration. In the event that the provisions of the applicable Supplementary Declaration are more restrictive, the provisions of the applicable Supplementary Declaration shall control. In the absence of a direct inconsistency among the terms and provisions of this Declaration and the applicable Supplementary Declaration, the provisions of both documents shall apply; provided, however, to the extent that the terms and provisions of any Supplementary Declaration confer upon or grant to an Owner and/or Occupant a right or privilege not otherwise prohibited under this Declaration, nothing contained in this Section 13.7 shall be deemed to affect, void, and/or nullify such provision(s) contained in such Supplementary Declaration.

Section 13.8 Unavoidable Delays. Whenever performance is required by any Person, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, if completion of performance shall be delayed at any time by fire or other casualty, materially adverse weather conditions (but only to the extent such weather conditions affect work on the site and exceed adverse weather which can reasonably be expected based upon historical weather data for the vicinity in which the Project is located), national Emergency, governmental or municipal laws or restrictions, enemy action, civil commotion, strikes, inability to obtain labor or materials, war or national defense preemptions, acts of God, delays in obtaining applicable Approvals pursuant to any Governmental Requirement (so, long as such Approvals are being diligently pursued), energy shortages or similar causes beyond the reasonable control of such Person (other than inability to make payment of money) ("Unavoidable Delays"), the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay. The Person unable to perform ("Delayed Party") shall notify the Declarant, the City and the other Owners in writing of the existence and nature of any Unavoidable Delay within a reasonable time after the onset of any such Unavoidable Delay. The Delayed Party shall, from time to time, upon written request of the Declarant, the City or the other Owners, keep such Persons fully informed, in writing, of all further developments concerning any such Unavoidable Delay. The provisions of this Section 13.8 shall not operate to excuse any Person from the prompt payment of any monies required by this Declaration.

Section 13.9 No Reverter. No covenant or restriction set forth in this Declaration is intended to be or shall be construed as a condition subsequent, a conditional limitation, or as creating a possibility of reverter.

Section 13.10 Terminology. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular.

Section 13.11 Titles. Titles of Articles, Sections and Subsections of this Declaration are for convenience only, and neither limit nor amplify the provisions of this Declaration, and all references in this Declaration to Articles, Sections or Subsections shall refer to the corresponding Article, Section or Subsection of this Declaration unless specific reference is made to the articles, sections or subdivisions of another document or instrument.

Section 13.12 Grants and Agreements. The grants, reservations, creation and, establishment of the easements, rights and privileges in this Declaration are independent of any contractual agreements or undertakings hereunder and a breach by any Person, Owner or any Occupant of any such contractual agreements or undertakings shall not cause or result in a forfeiture, termination or reversion of the easements, rights and privileges created by this Declaration.

Section 13.13 Interpretations. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the purpose set forth in Article II. No provision of this Declaration shall be construed against or interpreted to the disadvantage of any Person, including, without limitation, Declarant and the City, by any court or other Governmental Authority by reason of such Person's having or being deemed to have structured or dictated such provision.

Section 13.14 Duration. The provisions of this Declaration shall be effective as of the Effective Date and shall run with and bind title to the Project and shall be binding upon and inure to the benefit of Declarant, the City and all Owners, Occupants, and Mortgagees, and their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect perpetually, to the extent permitted by Georgia law. In the event that Georgia law limits the period during which covenants restricting lands to certain uses may run to twenty (20) years, any provisions of this Declaration affected thereby shall run with and bind the Project for a period of twenty (20) years from the Effective Date, after which such provisions shall be automatically extended, if permitted by Georgia law, for successive periods of twenty (20) years, unless a written instrument is filed in the Official Records, which notice certifies that four-fifths of the Owners have voted to terminate such provisions in whole or in part. Such written instrument shall also require the express written Approval of Declarant (if the Declarant then owns any Parcel) and the City. Notwithstanding the foregoing, (i) except for provisions contained in this Declaration, the terms of which may be limited under Georgia law (to the extent such provisions are deemed to constitute covenants restricting the use of land pursuant to O.C.G.A. §44-5-60, *et seq.*), all other terms and provisions of this Declaration, including, without limitation, the easements referred in this Declaration, shall be perpetual and continue beyond the terms of this Declaration and remain in full force and effect, and (ii) notwithstanding the generality of the foregoing, such other matters identified in this Declaration as being perpetual, running with the land, or surviving termination of this Declaration shall continue in full force and effect as provided in this Declaration.

Section 13.15 Rules Against Perpetuities. It is the understanding, intent and desire of Declarant that the provisions of this Declaration are not and shall not be subject to the Rule Against Perpetuities or any other rule of law with respect to remoteness of vesting of property interests, and Declarant hereby covenants not to make any contrary assertion, contention, claim or counterclaim, or seek the benefit of the Rule Against Perpetuities or other such rule of law, in any action, suit or other legal proceeding involving this Declaration. In the event, however, that the Rule Against Perpetuities, or any rule of law with respect to remoteness of vesting of property interests, shall limit the time within which any property interest granted herein must vest, then such vesting shall occur only within the period of time permitted for such vesting by the Rule Against Perpetuities or such other rule of law; which period of time

Declarant agrees, shall be measured as that period commencing on the date of this Declaration and terminating on the date which is twenty-one (21) years from and after the date of the death of the last survivor of the now living descendants of (i) George W. Bush, President of the United States; and (ii) Her Majesty Queen Elizabeth II, Queen of the United Kingdom of Great Britain and Northern Ireland. In the event that the future vesting of such property rights ever shall be so limited in time, Declarant hereby states its further intent and desire to amend or supplement this Declaration, if and to the extent permitted by law, at some future time to cause such future property rights to be valid, enforceable and exercisable throughout the terms of this Declaration.

Section 13.16 Mortgagee Rights. Any Mortgagee shall have the right to enforce or perform any rights or obligations of any Occupant hereunder to the same extent as the Occupant of the portion of the applicable Development Parcel encumbered by such Mortgagee's Mortgage may do so hereunder. The breach of any covenants or restrictions contained in this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith, but all of the provisions, restrictions and conditions contained herein shall be binding upon and effective against any Occupant of any portion of any of the Development Parcels that acquires title by Foreclosure, trustee's sale, or by deed in lieu of Foreclosure.

Section 13.17 Exhibits. All exhibits referred to herein and attached to this Declaration are deemed incorporated herein by reference with the same force and effect as if each exhibit were set forth in the body of this Declaration in its entirety.

Section 13.18 Binding Effect. The terms of this Declaration and all easements created hereunder shall constitute covenants running with the land and shall bind the Project and the Parcels described herein and shall be binding upon and shall inure to the benefit of each of the parties hereto, each Occupant of any of the Development Parcels, and their respective successors, assigns, heirs, administrators, executors, and legal representatives.

Section 13.19 Effective Date of Declaration. The effective date of this Declaration shall be the date of its filing for record in the Official Records.

Section 13.20 No Rights for Third Persons. This Declaration shall be recorded for the benefit of the City, the Owners, and their respective Mortgagees, as herein provided and, by such recording, no adjoining property owner or other Person shall have any right, title or interest whatsoever in any of the Parcels, this Declaration, the operation or continuation of this Declaration or the enforcement of any of the provisions hereof, and this Declaration may be amended, modified or otherwise changed in accordance with its terms without the consent, permission or Approval of any adjoining owner or third Person.

Section 13.21 Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Owner shall be considered a separate Owner, and no Owner shall have the right to act as an agent for another Owner, unless expressly authorized to do so herein or by separate written instrument executed by the Owner to be charged.

Section 13.22 Limitation of Liability. Notwithstanding anything to the contrary stated in this Declaration, any liability for any Owner under this Declaration shall be limited solely to its interest in its respective Parcel (or the applicable portion thereof) and in any action or proceeding related to the acts, duties or obligations of any Owner hereunder, any judgment or decree against such Owner shall not be subject to execution or not be a lien on any assets of such Owner other than its interest in its Parcel (or the applicable portion thereof). Upon the assumption of the duties and obligations of an Owner by any assignees of such Owner hereunder, the preceding sentence shall be of no further force and effect, and the assigning Owner will have no further liability hereunder whatsoever. Neither Declarant nor any Owner shall be liability for a breach of this Declaration by another Owner based upon the prior collective ownership of such Development Parcels.

Section 13.23 Notices. All notices, elections, demands or requests (collectively, the "notice") permitted or required to be made under this Declaration shall be made in writing, signed by the party giving such notice, election, demand, or request and shall be deemed to have been properly given, as of the date of such notice is (i) delivered to the Owner intended; (ii) delivered to the then designated address of the Owner intended; (iii) rejected at the then designated address of the Owner intended, provided such notice was sent prepaid; or (iv) sent by a nationally recognized overnight courier with delivery instructions for "next business day" service and addressed to the then designated address of the Owner intended. Initially, notices to Declarant and the City shall be addressed to:

NOTICES TO DECLARANT:

MidCity Real Estate Partners
5605 Glenridge Drive, NE
Suite 605
Atlanta, Georgia 30342
Attention: Kirk S. Demetrops
Telephone: 678-990-6252
Email: kdemetrops@midcitypartners.com

AND

South City Partners, LLC
3715 Northside Parkway
Suite 1-310
Atlanta, Georgia 30327
Attention: John Long
Telephone: 404-287-0063
Email: jlong@southcitypartners.com

AND

Morris & Fellows, Inc.
4940 Long Island Drive NW
Sandy Springs, Georgia 30327
Attention: Terry E. Morris
Telephone: 404-625-1402
Email: terry.morris@morrisandfellows.com

NOTICES TO THE CITY:

The City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009
Attn: Robert J. Regus, City Administrator
Telephone: 678-297-6000
Email: bregus@alpharetta.ga.us

With a copy to:
C. Sam Thomas, P.C.
200 Ashford Center North, Suite 500
Atlanta, Georgia 30338
Attn: C. Sam Thomas, Esq.
Telephone: 770-391-9100
Email: cst@boviskyle.com

In addition, any Owner of any of the Development Parcels from time to time may, upon delivery of a written notice to Declarant and the other Owners, register its ownership interest in the Project, thereby requesting all notices thereafter due under this Declaration. Each Owner of any of the Development Parcels shall have the right, from time to time, to change the address to which notices, elections, or demands are sent by giving to all other applicable parties at least ten (10) days prior notice of the changed address.

Section 13.24 Security. DECLARANT MAY, BUT SHALL NOT BE OBLIGATED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS THAT DIRECTLY OR INDIRECTLY IMPROVE SECURITY ON THE PROJECT. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF EACH OWNER AND ITS PERMITTEES TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH OWNER AND ITS PERMITTEES. EACH OWNER, FOR ITSELF AND ITS TENANTS, GUESTS, LICENSEES, INVITEES, AND OTHER PERMITTEES, ACKNOWLEDGES AND AGREES THAT DECLARANT AND ITS OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, EMPLOYEES, AGENTS, AND SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING PARTIES SHALL NEITHER BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROJECT, NOR SHALL ANY OF THE FOREGOING PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. FURTHERMORE, EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS OCCUPANTS THAT DECLARANT AND ITS OFFICERS, DIRECTORS, COMMITTEES, MEMBERS, EMPLOYEES, AGENTS, AND SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING PARTIES ARE NOT INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROJECT AND THAT EACH PERSON USING THE PROJECT ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO PROPERTY, TO IMPROVEMENTS, AND TO THE CONTENTS THEREOF RESULTING FROM ACTS OF THIRD PARTIES.

Section 13.25 Time of Essence. Time is of the essence with respect to this Declaration and every provision hereof.

Section 13.26 Title Disclosures. Each Occupant acknowledges that, in addition to being subject to and bound by the Governing Instruments, the Project is subject to those instruments recorded now or in the future in the Official Records, including, but not limited to, the following instruments:

- (a) Drain and Trail Easement Agreement;
- (b) Parking Agreement; and
- (c) Parking Deck Expansion Easement Agreement.

In the event of conflict between the provisions of the above-listed instruments and this Declaration, the above-listed instruments, as applicable, shall control.

Section 13.27 Role of the City. The City enters into this Declaration solely as the Owner of the City Parcels and not as a governing authority. Accordingly, this Declaration shall neither constitute nor be deemed to be a governmental approval for any actions or interests contemplated herein, including without limitation, for the construction or occupancy of the Project. Whenever in this Declaration the City is required to join in, consent, Approve, or otherwise act under this Declaration, such obligations and decisions apply to the City acting in its capacity as the owner of the City Parcels and not in its capacity as a governing authority. Any and all decisions, determinations, consents, notifications or any other actions taken or to be taken by the City pursuant to this Declaration, whether or not specifically contemplated hereunder, may be taken by any City official or body, or by any City employees, agents, contractors or consultants designated by the City, pursuant to any means, mechanism or process as determined by the City in its sole discretion, and Declarant shall have no right to question or challenge the propriety, authority or legality of any such official, body, designee or means, mechanism or process by which any such decision, determination, consent, notification, or other action is taken or to be taken hereunder by

the City. Nothing in this Declaration shall be construed to waive any of the City's powers, rights or obligations as a governing authority or local governing body, whether or not affecting the Project, including, but not limited to its police power, right to grant or deny permits, approvals or licenses, right to collect taxes or other fees, or any other power, right or obligation whatsoever. No director, elected official, council member, officer, employee or agent of the City will be personally responsible for any liability of the City of Alpharetta arising under or related to this Declaration.

Section 13.28 No Indemnification or Obligation to Pay Attorneys' Fees by City. Notwithstanding any other term or provision of this Declaration to the contrary, the City shall have no express or implied obligation to indemnify, defend or hold harmless Declarant, any Owner, any Occupant, or any third party or parties from any liability whatsoever. Further notwithstanding any other term or provision of this Declaration to the contrary, the City shall be exempt from any obligation hereunder to pay attorneys' fees in connection with any dispute or enforcement action pursuant to this Declaration.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed and delivered the date first above written.

DECLARANT:

MMS ALPHARETTA, LLC
a Georgia limited liability company

By: _____
Name: _____
Title: _____

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

CONSENT AND JOINDER
OF THE CITY OF ALPHARETTA

THE UNDERSIGNED, being the fee simple title owner of record of the real property described on Exhibit "**B**" to this Declaration as the "City Parcels," hereby: (i) acknowledges and consents to the terms and provisions of the foregoing Declaration, including the easements and restrictions granted therein; (ii) consents to and joins in the submission of the City Parcels by MMS Alpharetta, LLC, as "Declarant," to the foregoing Declaration; and (iii) consents to MMS Alpharetta, LLC, serving as "Declarant," as such term is defined in the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed on this _____ day of _____, 201__.

Signed, sealed and delivered
in the presence of:

CITY OF ALPHARETTA
a political subdivision of the State of Georgia

Witness

By : _____
Name: _____
Title: _____

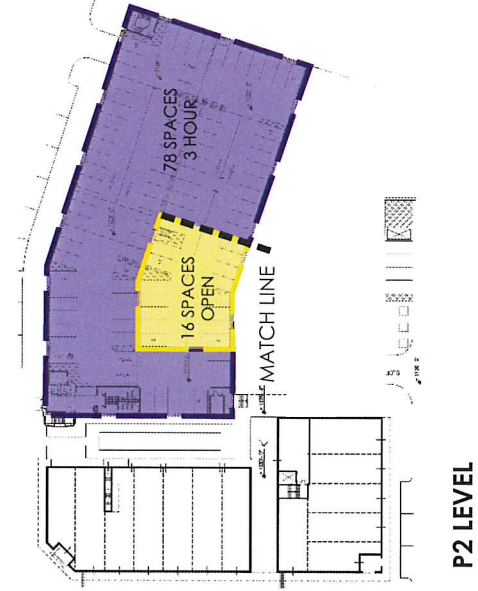
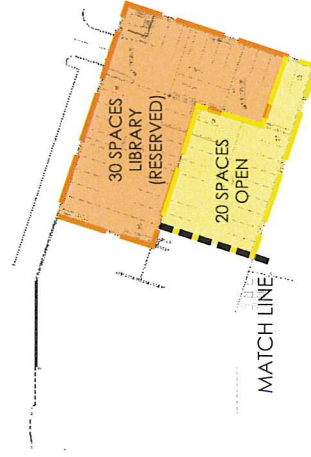
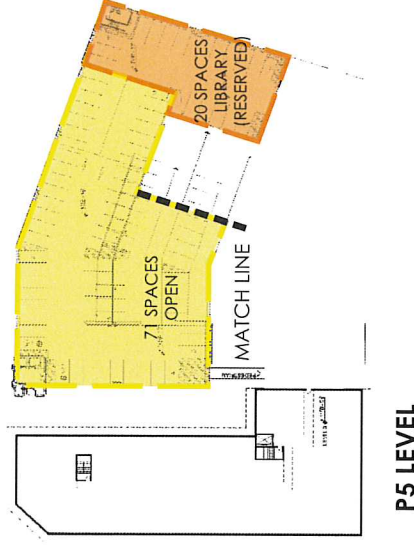
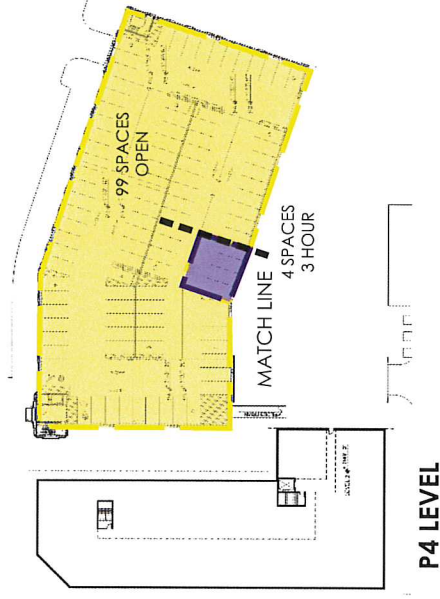
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

SCHEDULE OF EXHIBITS

- Exhibit "A" – Description of Development Parcels**
 - Exhibit "B" – Description of City Parcels**
 - Exhibit "C" – Description of the City Parking Deck Parcel**
 - Exhibit "D" – Description of Development Parcel 1**
 - Exhibit "E" – Description of Development Parcel 2A**
 - Exhibit "F" – Description of Development Parcel 2B**
 - Exhibit "G" – Description of Development Parcel 3**
 - Exhibit "H" – Description of Development Parcel 4**
 - Exhibit "I" – Description of Development Parcel 5**
 - Exhibit "J" – Description of Development Parcel 6**
 - Exhibit "K" – Description of Development Parcel 13**
 - Exhibit "L" – Description of Project**
 - Exhibit "M" – Rules and Regulations**
 - Exhibit "N" – Site Plan**
 - Exhibit "O" – Description of Town Green Parcel**
 - Exhibit "P" – City Parking Deck Site Plan**
-



CITY DECK

UNDESIGNATED	206 SPACES
3 HOUR	185 SPACES
LIBRARY	50 SPACES
TOTAL	441 SPACES

SURFACE PARKING

CITY STREETS	124 SPACES
--------------	------------

ALPHARETTA CITY CENTER (CITY DECK)

10/27/16