

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO
EAST PACES TOWN OFFICES

WHEREAS, Cates Construction Company and Cates Development Co., both of which are corporations existing under the laws of the State of Georgia (hereinafter jointly referred to as the "Company"), are the owners of certain land located in Fulton County, Georgia, on which they are developing nine town office buildings known as East Paces Town Offices; and

WHEREAS, the Company wishes to declare certain restrictive covenants affecting said land;

NOW, THEREFORE, the Company hereby declares that the covenants contained herein shall be covenants running with the land and shall apply to the land described in Exhibit "A" attached hereto.

ARTICLE I

DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

(a) "Association" shall mean and refer to East Paces Town Offices Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

(b) "Common Property" shall mean and refer to certain easements deeded to the Association for the use and benefit of its Members and any personal property acquired by the Association. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners, Occupants, and their invitees, licensees and guests.

(c) "Company" shall mean jointly Cates Construction Company, its successors and assigns, and Cates Development Co., its successors and assigns.

GEORGIA, Fulton County, Clerk's Office Superior Court
OCT 5 1982
at 3:50
Filed & Recorded,
Subany J. Rice

(d) "Declaration" shall mean and refer to this Declaration of Rights, Restrictions Affirmative Obligations and Conditions Applicable to East Paces Town Offices.

(e) "East Paces Town Offices" shall mean and refer to the Lots in Fulton County, Georgia, described in Exhibit A hereof and the Common Property.

(f) "Lot" shall mean and refer to each subdivided parcel of land located within East Paces Town Offices identified as Lots 446, 448, 450, 452, 454, 456, 458, 460 and 462 all on East Paces Ferry Rd. in Exhibit A hereof.

(g) "Office" shall mean and refer to the improvements constructed on each Lot which shall have a common wall with the improvements constructed on each adjoining Lot.

(h) "Owner" shall mean and refer to the Owner (including the Company) as shown by the real estate records in the Office of the Clerk of Superior Court of Fulton County, Georgia, whether it be one or more persons, firms, association, corporations or other legal entities of fee simple title to any Lot and Office located within East Paces Town Offices but, notwithstanding any applicable theory of a mortgage or deed to secure debt, shall not mean or refer to the mortgagee or holder of a deed to secure debt, its successors or assigns, unless and until such mortgagee or holder of a deed to secure debt has acquired title pursuant to foreclosure or by a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia, a long-term contract of sale covering any Lot, the Owner of such Lot shall be deemed to be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the Lot for a period extending beyond nine (9) months from the date of the contract, and where the purchaser does not receive

title to the property until such payments are made although the purchaser is given the use of said property.

(i) "Property" shall mean and refer to all of those Lots described in Exhibit A attached hereto or to any portion thereof.

ARTICLE II

COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL LOTS IN EAST PACES TOWN OFFICES

1. Purpose. The primary purpose of this Declaration and the foremost consideration in the origin of same has been the creation of an office development which is aesthetically pleasing and functionally convenient.

2. Use. The use of each Lot is restricted to the uses permitted by applicable zoning ordinances to which each Lot is subject as such zoning ordinances shall exist from time to time.

3. Permitted Structures. No structure shall be erected, placed or permitted to remain on any Lot other than the following:

(a) One office building;

(b) Driveways, parking areas, sidewalks, walkways and landscaping structures of the type compatible with the Offices built in East Paces Town Offices.

4. Architectural Approvals.

(a) Alterations to Offices: No Owner shall make or allow to be made any modifications or alterations to such Owner's Office which affect the structural integrity or soundness of the improvements located on the Property without previously obtaining the written approval of the Association. No change shall be made, and the Association is not authorized to approve any change, to any Office which would change the appearance of the exterior of the Office unless the change shall be made uniformly throughout East Paces Town Offices. Changes to the interior of an Office

which do not affect the structural integrity or soundness of the improvements located on the Property may be made without the approval of the Association; provided, however, that no changes shall be made to the interior of any Office which increase the area of finished space above that set forth in Exhibit B hereof (for example converting an attic from unfinished storage space to usable finished space) without the written approval of the Association and without complying with all laws and regulations applicable to the Lot and Office to which such change is to be made.

(b) Landscaping Alterations: No Owner shall make alterations, modifications or changes to the landscaping on such Owner's Lot including, but not limited to, the removing, planting or placing of trees, shrubbery, bushes, grass or ground cover, or the construction or removal of walls, fences, fountains, pools, streams, gardens, decks or patios without previously obtaining the written consent of the Association; provided, however, if trees or shrubbery located on a Lot should die, the Association shall be responsible for their removal (unless the Owner shall have insurance proceeds available for such removal, in which event the Owner shall be responsible for its removal), but the Association shall not be responsible for the replacement of such trees or shrubbery. Any such replacement shall be at the election of and at the expense of the Owner of the Lot.

(c) Procedure for Seeking Consent of Association: In order to seek the consent of the Association required hereunder, an owner shall submit to the President of the Association a written request for consent, describing the modification, alteration, or change which the Owner desires to make. Such request shall be accompanied by full and complete plans and specifications, a site plan, a work schedule and a list of those who will be performing the work for the alteration, modification or change which the

Owner desires to make. The Association shall, in writing, grant or deny a request for its consent within ninety (90) days after receiving a written request from an Owner. If the consent requested is not granted or denied in writing within said ninety-day period then the Association shall be deemed to have given its written consent as requested by the Owner.

(d) Discretion of Association in Granting Consent: The Association may base its decision to grant or deny its consent hereunder upon any ground including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the Association, seems sufficient.

5. Antennas, Air Conditioning Units and Other Objects Located Outside of Office. No Owner shall install or permit to be installed television or radio antennae, window or roof-top air conditioning units or similar machines or objects outside of the Owner's Office or which protrude through the walls or roof of the Office.

6. Flower Pots or Boxes. No flower pots, flower boxes or similar items shall be attached to the outside walls of any Office or placed on or suspended from windows, ledges, balconies or outside doors of any Office.

7. Underground Utilities. All utility services to each Office shall be run underground from the point of connection at the Office to the main service line providing such utility service.

8. No Signs. No signs, advertisements or notices shall be exhibited, maintained, inscribed, painted, attached or affixed on any exterior wall of an Office, or so as to be visible outside of the Office, by anyone, including, but not limited to, an Owner, occupant, tenant, realtor, contractor or subcontractor, except with the prior written consent of the Association or except as may be required by legal proceedings. If such consent is granted, the Association

shall have the right to restrict the size, color and content of such signs. One sign identifying the business located in the Office shall be permitted on each Lot, which sign shall be erected on a free-standing wood post (not exceeding 8 feet in height) which sign shall not exceed nine square feet. The design and content of such sign must receive the prior written approval of the Association before it is erected. In addition, one sign of not more than five (5) square feet advertising a Lot for sale may be exhibited or maintained during the period for which it is for sale without the consent of the Association.

9. No Burning. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Lot.

10. Animals. No animals of any kind shall be kept, raised or bred on any Lot.

11. No Outbuildings or Temporary Structures. No mobile home, tent, barn, shed or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently. No structure of a temporary character shall be placed upon any Lot at any time.

12. Parking of Vehicles. No vehicle shall be permanently parked on any Lot. Vehicles shall be temporarily parked only in the paved parking areas on each Lot which are subject to the easement for parking granted to the Association. No Lot shall be granted the exclusive right to use any particular parking space within the area of the parking easement granted to the Association. No activity shall be engaged in on any Lot which, when carried on in its ordinary course, will require on a day-to-day basis more than one parking space for each 300 square feet of finished space (as set forth in Exhibit B attached hereto) within each Office constructed on such Lot.

13. Activities Causing Disorderly Conditions. The pursuit of activities which might lead to disorderly,

unsightly or unkempt conditions shall not be pursued or undertaken on any Lot.

14. Disturbing Others. Each Owner shall be responsible for and shall regulate the occupancy and use of such Owner's Lot and Office so as to not unreasonably disturb other occupants of Lots or to interfere unreasonably with the peace and enjoyment of the other Lots and Offices by the Owners and occupants thereof. No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on a Lot which creates an annoyance or nuisance to the Owners or occupants within East Paces Town Offices. No Owner shall allow any disturbing noises on such Owner's Lot nor interfere with the rights, comforts or conveniences of other Owners.

15. Rubbish and Trash. No portion of a Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall be stored inside each Office until it is placed in the garbage collection container located within the easement therefor on Lot 446 East Paces Ferry Rd. granted to the Association. All equipment for the storage or disposal of trash, garbage and other waste shall be kept in a clean and sanitary condition.

16. Sewerage Disposal. All sewerage disposal from a Lot must be into the Fulton County Sewerage Collection and Disposal System. No individual sewerage disposal system shall be permitted on any Lot.

17. Compliance with Laws. The use of each Office shall not be in conflict with, nor in violation of, any present or future applicable zoning ordinance provided that any use which becomes a non-conforming but permissible use by virtue of a future ordinance shall be permissible. No immoral, improper, offensive or unlawful use shall be made of any Lot or Office and all laws, ordinances and

regulations of all governmental bodies having jurisdiction shall be observed.

ARTICLE III

PARTY WALLS

1. Identification of Party Walls. The easternmost and westernmost walls of each Office built on Lots 448, 450, 452, 454, 456, 458 and 460, all East Paces Ferry Rd., are party walls shared with the Offices immediately adjacent thereto. The common eastern and western boundary lines between said Lots run down the middle of these party walls. The easternmost wall of the Office on Lot 463 East Paces Ferry Rd. and the westernmost wall of the Office on Lot 446 East Paces Ferry Rd. are not party walls and are not shared with the immediately adjacent Office. Each Owner of an Office shall have the right to use the party walls thereof jointly with the Owners of the immediately adjoining Office for the purposes of support and enclosure.

2. No Extensions of Party Walls. No Owner shall have the right to extend the length or height of any part wall.

3. Repair and Reconstruction of a Party Wall. Should a party wall be damaged or destroyed by the default, negligence or other act or omission of one of the Owners having an interest therein, such Owner shall, at his expense, rebuild or repair the party wall and shall compensate the other Owner having an interest therein for any damages to the property of such other Owner, including, but not limited to, the cost of refinishing the interior surface of the party wall in such other Owner's Office. Should a party wall at any time be damaged or destroyed by any cause other than the act or omission of either Owner having an interest therein, the party wall shall be promptly repaired or reconstructed and the cost thereof shared equally by each Owner having an interest therein, provided

that any amount received from insurance against such damage or destruction shall first be applied to such repair or reconstruction. In this instance, each Owner shall (to the extent such damage shall not be covered by insurance) be solely responsible for expenses incurred in plastering, painting or otherwise finishing the surface of a party wall as an interior wall in such Owner's Office. Any repairing or reconstruction of a party wall shall be on the same location and of the same size as the original wall or portion thereof, and of the same or similar material of the same quality as that used in the original wall or portion thereof.

ARTICLE IV

INSURANCE AND RECONSTRUCTION

1. Owner Must Provide Insurance of Office. Each Owner shall, at his own expense, insure his Office and all other insurable improvements on his Lot in an amount not less than the then current maximum insurable replacement value thereof. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsements and such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

2. Reconstruction or Repair of Damaged Offices. If any Office shall be damaged by casualty, the Owner of such Office shall promptly reconstruct or repair it so as to restore such Office as nearly as possible to its condition prior to suffering the damage. All such reconstruction and repair work shall be done in accordance with plans and specifications therefor, approved by the Association. Encroachments upon or in favor of Offices or Lots which may be necessary for or created as a result of such reconstruction or repair, shall not constitute a claim or

basis of a proceeding or action by the Owner on whose Office or Lot such encroachment exists, provided that such reconstruction or repair is done substantially in accordance with the plans and specifications approved by the Association or as the building was originally constructed. Such encroachments resulting from the reconstruction or repair of an Office shall be allowed to continue in existence for so long as the buildings stand.

3. Decision Not to Reconstruct. An Owner shall not be required to reconstruct a damaged Office only if 60% or more of the Offices in East Paces Town Offices are rendered uninhabitable by such damage and Owners, who in the aggregate have 80% or more of the total number of votes of the Association, vote against reconstruction and repair of the Offices at a meeting of the Association, which shall be held within 90 days after the date of the casualty, or, if by such date the insurance loss has not been finally adjusted, then within 30 days after such final adjustment.

ARTICLE V

ADDITIONAL PROVISIONS

1. Easement for Encroachment. If any portion of an Office now encroaches upon any other Office or Lot as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, there shall exist a valid easement for these encroachments and for the maintenance of same so long as the buildings stand.

2. Term. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Company and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of twenty (20) years from the date this Declaration is recorded in the Office of the Clerk of Superior Court of

Fulton County, Georgia. Upon the expiration of said twenty (20) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited and this Declaration shall be automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty (20) year period or during the last year of any subsequent ten (10) year renewal period, at least three-fourth of the votes cast at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each member at least thirty (30) days in advance of said meeting. In the event that the members of the Association vote to terminate this Declaration, the president and secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Office of the Clerk of Superior Court of Fulton County, Georgia and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

3. Enforcement of Covenants. In the event of a violation or breach of any of the restrictions contained herein by any Owner or agent of such Owner, the Owners of Lots in East Paces Town Offices or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation of breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built or put in place on any Lot any structure or landscaping in violation of these restrictions, to enter upon such Lot where such violation exists and summarily abate or remove the same at the expense of the Owner if, after thirty (30) days written notice of such violation, it shall not have been corrected by the Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

4. Liability of Association. The Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of, or in any way relating to, the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Association, whether given, granted or withheld.

5. No Trespass. Entrance upon any Lot by the Association or its agents or assigns pursuant to the provisions of this Declaration shall not be deemed to be a trespass.

6. Amendments. The Company specifically reserves the right to amend this Declaration, or any portion hereof,

on its own motion without the consent of any other Owners for so long as Cates Construction Company and/or Cates Development Co. own at least two Lots in East Paces Town Offices. In all other instances, the procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if at least three fourths (3/4) of the votes cast at such meeting vote in favor of such proposed amendment. Written notice shall be given each member of the Association at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered, which notice shall state that the proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the members as set forth above, the president and secretary of the Association shall execute an addendum to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event shall be prior to the date on which such addendum is recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes required to constitute a quorum at a meeting of the members, the total number of votes necessary to adopt the amendment, the total number of votes cast in favor of the amendment and the total number of votes cast against the amendment. Such addendum shall be recorded in the Office of the Clerk of Superior Court of Fulton County, Georgia.

7. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any

court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

8. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and the Board of Directors' determination, construction or interpretation, shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of this Declaration.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed this 5th day of October, 1982.



CATES CONSTRUCTION COMPANY

By: [Signature]
Its President

Attest: [Signature]
Its Secretary

(CORPORATE SEAL)

CATES DEVELOPMENT CO.

By: [Signature]
Its President

Attest: [Signature]
Its Secretary

(CORPORATE SEAL)



Signed, sealed and delivered in the presence of:



[Signature]
[Signature]
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Mar. 15, 1985

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]
Notary Public

Notary Public, Georgia, State at Large
My Commission Expires Mar. 15, 1985



EXHIBIT A

All those lots or parcels of land, situate, lying and being in Fulton County, Georgia, which are shown and designated as Lots 446, 448, 450, 452, 454, 456, 458, 460 and 462 all East Paces Ferry Rd. on a plat of East Paces Town Offices prepared by Rupee Engineering Co. dated September 20, 1982, recorded in the Office of the Clerk of Superior Court of Fulton County, Georgia at Plat Book 127, page 76, which plat is incorporated herein by reference for a more complete description as to the metes, bounds, courses, distances and location of said Lots.

EXHIBIT B

<u>Lot</u>	<u>Square footage of finished space of the Office constructed thereon</u>
446 East Paces Ferry Rd.	3,136 square feet
448 East Paces Ferry Rd.	3,010 square feet
450 East Paces Ferry Rd.	2,000 square feet
452 East Paces Ferry Rd.	2,000 square feet
454 East Paces Ferry Rd.	2,000 square feet
456 East Paces Ferry Rd.	2,420 square feet
458 East Paces Ferry Rd.	3,120 square feet
460 East Paces Ferry Rd.	3,958 square feet
462 East Paces Ferry Rd.	2,192 square feet