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BK **3207** PG **76-124**

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Forsyth, GA
Douglas Sorrells Clerk Superior Ct
BK **3156** PG **64-111**

DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS is made and entered into as of the 17 day of December, 2003, by THE VILLAGE AT FLYNN CROSSING, LLC., a Georgia limited liability company.

WITNESSETH:

WHEREAS, Declarant (as defined in Paragraph 1) is the owner of the Property (as defined in Paragraph 1); and

WHEREAS, the Property is comprised of several Tracts (as defined in Paragraph 1) which the Declarant anticipates will be developed separately; and

WHEREAS, Declarant desires that the Tracts be developed as a commercial shopping center substantially as depicted on the Site Plan (as defined in Paragraph 1) and, in connection with such development, Declarant desires to establish certain restrictions, covenants, conditions, and easements with respect to the development, operation, management, and use of the Property.

NOW, THEREFORE, for and in consideration of the benefits accruing to each of the Tracts from the restrictions, covenants, conditions, and easements created hereby, Declarant hereby submits and subjects the Property to the restrictions, covenants, conditions, and easements hereinafter set forth.

1. Definitions and Meanings. In addition to any other terms whose definitions are fixed and defined by this Declaration, each of the following defined terms, when used in this Declaration with an initial capital letter, shall have the meaning ascribed thereto by this Paragraph 1:

1.1 "Building Area" shall mean the limited areas of each Tract within which buildings (which for the purpose of this document shall include any appurtenant canopies,

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PUBLIX SUPERMARKETS, INC.
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supports, loading docks, truck ramps, and other outward extensions, as well as attached trash compactors and utility transformers) may be constructed, placed, or located.

1.2 "Common Area" shall mean all areas within the exterior boundaries of the Property and within the area of any easements appurtenant thereto which are for the general and non-exclusive use, convenience, and benefit of any owner or Occupant of any building located on the Property, including, but not limited to, roadways, driveways, loading areas (exclusive of loading docks and truck ramps), islands, parking areas, entrances and exits, access drives (including paving, striping, and curb and gutter), sidewalks, and landscaping, provided, however, Common Area shall not include developed Building Area or the Publix Service Area or the Publix Sidewalk Area.

1.3 "Declarant" shall mean The Village at Flynn Crossing, LLC, a Georgia limited liability company and its successors and assigns as to fee simple title to the Shopping Center Tract.

1.4 "Declaration" means this Declaration of Restrictions, Covenants and Conditions and Grant of Easements.

1.5 "Improvements" means any permanent building or structure constructed or erected on all or any portion of a Tract.

1.6 "Leasable Floor Area" means floor area calculated in square feet located in or appurtenant to buildings constructed on a Tract, which Leasable Floor Area shall include, without limitation: the ground floor area within said buildings; enclosed vestibules; exclusive passageways; basements; storage areas; mezzanines; exclusive outdoor garden shops or sales areas; and exclusive enclosed loading areas.

1.7 "Occupant" shall mean any Owner or tenant, subtenant, assignee, concessionaire, or licensee who, from time to time, is entitled to use or occupy all or any portion of the Property under an ownership right or any lease, sublease, assignment, concession, license, or other similar agreement.

1.8 "Outparcel" shall mean either Outparcel 1, Outparcel 2, Outparcel 3, Outparcel 4 or Outparcel 5, and "Outparcels" shall mean Outparcel 1, Outparcel 2, Outparcel 3, Outparcel 4 and Outparcel 5 collectively.

1.9 "Outparcel 1" shall mean all that tract or parcel of land depicted and designated "Outparcel 1" on the Site Plan, and being more particularly described in **Exhibit "A"** attached hereto and by reference thereto incorporated herein.

1.10 "Outparcel 2" shall mean all that tract or parcel of land depicted and designated "Outparcel 2" on the Site Plan, and being more particularly described in **Exhibit "B"** attached hereto and by reference thereto incorporated herein.

1.11 "Outparcel 3" shall mean all that tract or parcel of land depicted and designated "Outparcel 3" on the Site Plan, and being more particularly described in Exhibit "C" attached hereto and by reference thereto incorporated herein.

1.12 "Outparcel 4" shall mean all that tract or parcel of land depicted and designated "Outparcel 4" on the Site Plan, and being more particularly described in Exhibit "K" attached hereto and by reference thereto incorporated herein.

1.13 "Outparcel 5" shall mean all that tract or parcel of land depicted and designated "Outparcel 5" on the Site Plan, and being more particularly described in Exhibit "M" attached hereto and by reference thereto incorporated herein.

1.14 "Owner" or "Owners" shall mean, individually or collectively, as the case may be, any person or entity owning from time to time fee simple title to all or any portion of a Tract, including without limitation, Declarant. If more than one person or entity owns fee simple title to any Tract, they, collectively, shall be deemed the "Owner" of such Tract.

1.15 "Property" shall mean all that tract or parcel of land consisting of the Shopping Center Tract, Outparcel 1, Outparcel 2, Outparcel 3, Outparcel 4 and Outparcel 5 and being more particularly described on Exhibit "D" attached hereto and by reference thereto incorporated herein.

1.16 "Publix" shall mean Publix Super Markets, Inc., a Florida corporation.

1.17 "Publix Lease" shall mean that certain Lease Agreement between Publix and Declarant, dated August 1, 2003, as the same may now or hereafter be modified and amended.

1.18 "Publix Parking Area" shall mean that portion of the Common Area of the Shopping Center Tract which is contiguous with the Publix Sidewalk Area, which Publix Parking Area is substantially depicted and so designated on the Site Plan.

1.19 "Publix Premises" shall mean the Publix Storeroom, the Publix Sidewalk Area, and the Publix Service Area, collectively, which Publix Premises is substantially depicted and so designated on the Site Plan.

1.20 "Publix Service Area" shall mean that portion of the Publix Premises lying outside of but adjacent to the Publix Storeroom, within which is located certain improvements including, without limitation, emergency walkways (to the extent exclusively serving the Publix Storeroom), loading docks, truck pits or ramps, scissors lifts, trash compactor, transformer, and utility meters serving the Publix Storeroom, which Publix Service Area is substantially depicted and so designated on the Site Plan.

1.21 "Publix Sidewalk Area" shall mean that portion of the Publix Premises consisting of the entire sidewalk lying directly in front of the Publix Storeroom (but excluding any vestibule appurtenant to the Publix Storeroom) and extending from the outside face of the

front wall of the Publix Storeroom to and including the face of the curb abutting the sidewalk and extending the full width of the Publix Storeroom, which Publix Sidewalk Area is substantially depicted and so designated on the Site Plan.

1.22 "Publix Storeroom" shall mean the building, including appurtenant vestibules, intended to be initially used and occupied by Publix for the operation of a grocery supermarket, as substantially depicted and so designated on the Site Plan.

1.23 "Pylon Sign A" shall mean the pylon sign to be located on the northwestern portion of the Shopping Center Tract at the location along McGinnis Ferry Road depicted on the Site Plan.

1.24 "Pylon Sign B" shall mean the pylon sign to be located on the Shopping Center Tract at the intersection of McGinnis Ferry Road and Douglas Road depicted on the Site Plan.

1.25 "Service Drive" shall mean that portion of the Common Area consisting of (i) the entrances and exits between the Shopping Center Tract and adjoining publicly dedicated rights-of-way, and (ii) the driveway area extending from said entrances and exits to the Publix Service Area, which Service Drive is substantially depicted and so designated on the Site Plan.

1.26 "Shopping Center" shall mean the commercial shopping center to be developed or to be developed on the Shopping Center Tract.

1.27 "Shopping Center Tract" shall mean all that tract or parcel of land depicted on the Site Plan exclusive of the Outparcels, and being more particularly described in **Exhibit "E"** attached hereto and by reference thereto incorporated herein.

1.28 "Site Plan" shall mean that certain Site Plan attached hereto as **Exhibit "F"** and by reference thereto incorporated herein.

1.29 "Tract" or "Tracts" shall mean, individually or collectively, as the case may be, the Shopping Center Tract and the Outparcels.

1.30 "Utility Lines" shall mean, collectively, the Common Utility Lines and Private Utility Lines which are defined as follows:

1.30.1 "Common Utility Lines" shall mean those facilities and systems for the transmission of utility services, drainage of sanitary sewage, and drainage and storage of surface water which are installed to provide the applicable service to the Shopping Center Tract and to any of the Outparcels (without limiting the foregoing, facilities which provide service to the Shopping Center Tract and to any of the Outparcels by means of a Private Utility Line connecting the Outparcels to such facilities shall be deemed to be Common Utility Lines); and

1.30.2 "Private Utility Lines" shall mean those facilities and systems for the transmission of utility services, drainage of sanitary sewage and drainage and storage of surface water which are installed to provide the applicable service exclusively to a Tract and shall include, without limitation, a utility line and/or related facilities installed for the purpose of connecting a Tract to service provided by a Common Utility Line. Without limiting the foregoing, a utility line extending between a Common Utility Line and a building shall be considered a Private Utility Line.

2. Scope; Term; Rights of General Public and Occupants; Rights of Publix.

2.1 Scope. The within restrictions, covenants, conditions, and easements are essentially necessary for the use and benefit of the Property, and all portions thereof, and are for commercial and economic benefit of the Owners of the Tracts and, subject to the provisions of Paragraph 2.4 hereof, their Occupants. Regardless of whether or not they are specifically mentioned in any deeds or conveyances of all or any portion of the Property, the benefits and burdens of each restriction, covenant, condition, and easement set forth in this Declaration shall run with the title to the particular Tracts involved and shall benefit or bind the Owners thereof, their respective heirs, successors, successors-in-title, legal representatives and assigns. Any Owner shall be bound by this Declaration only as to the Tract(s) or portion thereof owned by same. In addition, an Owner shall not be bound by this Declaration beyond the period of its fee simple ownership of such Tract(s) or portion thereof, except as to obligations, liabilities or responsibilities that arise or accrue during said period.

2.2 Term. The easements set forth in this Declaration shall be perpetual in duration unless otherwise specifically provided. The restrictions, covenants and conditions set forth in this Declaration shall be binding upon and enforceable against owners and Occupants for a period of twenty (20) years from the date this Declaration is filed in the public deed records maintained by the appropriate governmental subdivision in which the Property is located, after which time, such restrictions, covenants, and conditions shall be automatically extended for successive periods of twenty (20) years each unless the Owner of the Shopping Center Tract elects not to extend the restrictions, covenants and conditions set forth in this Declaration as evidenced by a written instrument recorded in the public deed records maintained by the appropriate governmental subdivision in which the Property is located.

2.3 No Rights in Public Generally. The easements, restrictions, covenants and conditions created, reserved, granted and established in this Declaration do not, are not intended to, and/or shall not be construed to create any easements, rights or privileges in and for the benefit of the general public. Notwithstanding anything to the contrary contained herein, each Owner shall have the right to prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafleting, picketing, carrying of signs, canvassing, demonstrations, or similar activities within that portion of the Common Area located on said Owner's Tract, and in addition, until the Publix Lease has terminated, Publix shall have the right to prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafleting, picketing, carrying of signs, canvassing, demonstrations, or similar activities within the Publix Parking Area, the Publix Service Area, and the Publix Sidewalk Area.

2.4 Rights of Occupants. With respect to the easements created by this Declaration, each benefiting Owner shall be entitled to designate from time to time which, if any, of its Occupants shall be entitled to utilize and enjoy such easements, but no independent rights shall be created by this Declaration as to any Occupants. Without limiting the foregoing, the joinder or consent of any Occupant shall not be necessary for any modification of this Declaration (unless the Occupant is an Owner or Publix and the consent of such Owner and/or Publix is required pursuant to Paragraph 2.5 hereof).

2.5 Rights of Publix; Publix Consent or Approval; Variances.

2.5.1 Anything to the contrary contained herein notwithstanding, until either Publix is no longer operating its business in the Publix Storeroom or the Publix Lease is terminated, (i) this Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of Publix, and (ii) Publix shall have the right, but not the obligation, to enforce this Declaration, and to avail itself of the remedies provided herein or otherwise at law or in equity for violation hereof, to the same extent as the Owner of the Shopping Center Tract.

2.5.2 Whenever Publix's consent or approval is required pursuant to the terms of this Declaration, such consent or approval shall only be required until either the Publix Lease is terminated or Publix is no longer operating its business in the Publix Storeroom. If Publix's consent or approval is required, such consent or approval will not be unreasonably withheld, conditioned or delayed. Further, unless Publix has responded in writing withholding its consent or approval within thirty (30) days after receipt of written request therefor, Publix shall be deemed to have given its consent or approval to the matter for which such consent or approval was requested.

2.5.3 Subject to the foregoing provisions of this Paragraph 2.5, with the consent of Publix (unless either Publix is no longer operating its business in the Publix Storeroom or the Publix Lease is terminated) the Owner of the Shopping Center Tract shall be entitled to grant written variances from the terms and conditions of this Declaration (i) to relieve hardships, or (ii) as the Owner of the Shopping Center Tract may otherwise deem to be appropriate in its sole discretion. Notwithstanding anything contained herein to the contrary this Declaration shall not be modified in such a way as to diminish access or easement areas, increase obligations or further burden any of the Outparcels without the prior written consent of the owner of the Outparcel or Outparcels (as the case may be) to be effected by such modification.

3. Building Improvements.

3.1 Location of Buildings. Unless otherwise consented to in writing by the owner of the Shopping Center Tract, all buildings shall be located only within the Building Areas designated on the Site Plan, and the Leasable Floor Area for buildings to be located on each Tract as designated on the Site Plan shall not be exceeded. To the extent not so designated on

the Site Plan, the location of and Leasable Floor Area for buildings to be located on each Tract shall be subject to the prior written approval of the Owner of the Shopping Center Tract.

3.2 Architectural Approval. The Declarant has established an architectural theme, color scheme, design and layout for the exterior of all buildings, building signage, and other structures to be constructed, placed, or located within the Property. It is the Declarant's intent that the Property (including signage, landscaping and lighting) will be developed in such a manner as to be consistent and harmonious with said architectural theme, color scheme, design and layout. Therefore, so long as the Shopping Center Tract is being operated as a shopping center, the Owner of any Outparcel shall submit to the Owner of the Shopping Center Tract, prior to any construction, or any exterior alteration or renovation of any improvements, including grading on any Outparcel, a site plan and plans and specifications for the construction, alteration or renovation of such improvements, including working drawings, landscape and lighting plans and sign designs and locations (collectively the "Plans"). So long as The Village at Flynn Crossing, LLC is the owner of the Shopping Center Tract, the Plans shall be submitted to the Owner of the Shopping Center Tract at the following address: 1946 Monroe Drive, N.E., Atlanta, Georgia 30324, Attn: Mr. W. Neal Freeman. The Owner of the Shopping Center Tract shall have the right of approval or disapproval of such Plans, specifically including and not by way of limitation, the right of approval of the architecture, color, elements and materials to be used in such construction, alteration or renovation, the right of approval for the location of improvements on the Property, the right of approval for all floor elevations, the right of approval for the location, design and color of any and all signs, provided the Owner of the Shopping Center Tract must be reasonable. So long as the Shopping Center Tract is being used as a shopping center, the Owner of the Shopping Center Tract shall not be acting unreasonably if the Owner of the Shopping Center Tract disapproves the Plans (or any part thereof) because such Owner determines that development of the Outparcel in question in accordance with the submitted Plans will not be consistent and harmonious with the Shopping Center. If written notice of disapproval is not given within fifteen (15) days of the receipt of such Plans, they shall be deemed approved. Once such Plans have been approved (or deemed approved as provided in the immediately preceding sentence), all improvements, alterations or renovations, as the case may be, shall be constructed in substantial accordance with such Plans as approved. If any construction, alteration or renovation is begun, including landscaping or grading, prior to approval of the Plans by the Owner of the Shopping Center Tract, the Owner of the Outparcel in question shall pay to the Owner of the Shopping Center Tract, as liquidated damages, \$500 per day for each day beginning fifteen (15) days from the date the Owner of the Shopping Center Tract notifies the Owner of the Outparcel to discontinue such work until the date the Plans are approved. If, after the Plans are approved, any construction, alteration or renovation is done that is not in substantial conformance with the approved Plans, and the Owner of the Shopping Center Tract so notifies the Owner of the Outparcel in question, the Owner of the Outparcel so notified shall have five (5) days to commence the correction of the non-conforming construction, alteration or renovation and to proceed diligently thereafter to correct the non-conforming construction, alteration or renovation. If the Owner of the Outparcel does not commence the correction of the non-conforming construction, alteration or renovation within the five (5) day period to the reasonable satisfaction of the Owner of the Shopping Center Tract, or if the Owner of the Outparcel commences the correction of the non-conforming construction, alteration or renovation within the five (5) day period but does not in the reasonable opinion of the Owner of

the Shopping Center Tract thereafter diligently proceed to correct the non-conforming construction, alteration or renovation, the Owner of the Outparcel shall pay to the Owner of the Shopping Center Tract \$500 per day for each day after the date the Owner of the Shopping Center Tract originally notified the Owner of the Outparcel of the non-conforming construction, alteration or renovation until the date such non-conformity is corrected to the reasonable satisfaction of the Owner of Shopping Center Tract. Approval of any Plans by the Owner of the Shopping Center Tract shall not constitute assumption of responsibility for the accuracy, sufficiency, or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with applicable laws.

3.3 Maintenance. After completion of construction of building improvements, including but not limited to building signage, on each Tract, each Owner shall maintain and keep the building improvements, including but not limited to building signage, and Common Area located on its Tract in first class condition and state of repair, in compliance with all laws, rules, and regulations of governmental authorities exercising jurisdiction thereover, and in compliance with the provisions of this Declaration. Each Owner shall store all trash and garbage in adequate containers, shall locate and/or screen such containers such that they are not readily visible from the parking area, and shall arrange for regular removal of such trash or garbage.

3.4 Damage or Destruction of Building Improvements. In the event any of the building improvements, including but not limited to building signage, are damaged by fire or other casualty, the Owner upon whose Tract such building improvements, including but not limited to building signage, are located shall immediately remove the debris resulting from such event and, within a reasonable time thereafter, such Owner shall either:

- (i) repair or restore the building improvements, including but not limited to building signage, so damaged;
- (ii) subject to Paragraph 3.2, erect other building improvements, including but not limited to building signage, in such location; or
- (iii) demolish the damaged portion of such building improvements and promptly restore the area to the same standards as the Common Area either as automobile parking and drive area or a landscaped condition, or such other use as may be approved in writing by the Owner of the Shopping Center Tract in which event the area shall be Common Area, or such other approved use, until a replacement building is erected.

Such Owner shall elect one of the foregoing options within sixty (60) days from the date of such casualty and, thereafter, promptly commence and diligently pursue completion of such option. With respect to a fire or other casualty damaging improvements on any Outparcel, within sixty (60) days from the date of such casualty, the Owner of the Outparcel shall give the Owner of the Shopping Center Tract written notice of which of the foregoing options (i), (ii) or (iii) the Owner of the Outparcel has elected. If the Owner of the Shopping Center Tract has not received any such notice within the sixty (60) day period, then the Owner of

the Outparcel shall be deemed to have elected option (iii). If the Owner of the Outparcel elects (or is deemed to have elected) option (iii) and does not thereafter promptly commence and diligently pursue completion of such option, the Owner of the Shopping Center Tract may enter onto the Outparcel for the purpose of promptly commencing and/or diligently pursuing completion of such option, as the case may be. If the Owner of the Shopping Center Tract incurs any costs or expense (including, without limitation, attorneys' fees and expenses) in effecting such option (iii) on the Outparcel pursuant to the rights provided in this Paragraph 3.4, the Owner of the Shopping Center Tract may submit an invoice, accompanied by reasonable supporting information, to the Owner of the Outparcel for such costs and expenses incurred. The Owner of the Outparcel shall reimburse the Owner of Shopping Center Tract the amount set forth in the invoice within fifteen (15) days after receipt thereof. If the Owner of the Outparcel fails to reimburse the Owner of the Shopping Center Tract within the fifteen (15) day period, the amount due pursuant to the invoice shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, whichever is less, until paid. Any amounts which are owed by the Owner of an Outparcel to the Owner of the Shopping Center Tract pursuant to this Paragraph 3.4 shall constitute a lien against the Outparcel until paid in full; provided, however, that any such lien shall not be effective unless and until notice thereof is recorded in the deed records of the County in which the Property is located.

4. Outparcels.

4.1 Outparcel Improvement. In addition to any other applicable provisions of this Declaration, unless otherwise consented to in writing by the Owner of the Shopping Center Tract, the following requirements, limitations and restrictions shall be applicable to the Outparcels:

- (i) No more than one (1) building shall be constructed on an Outparcel and said building shall accommodate only one (1) business operation therein (provided, however this restriction shall not prohibit typical co-branding operations of the kind typically found in the State of Georgia).
- (ii) Any building or other structure (exclusive of any freestanding identification sign otherwise permitted under this Declaration) erected on an Outparcel shall:
 - (a) be no more than one (1) story in height;
 - (b) not exceed twenty-five (25) feet in height (unless a different height limitation is provided on the Site Plan in which case the height limitation on the Site Plan shall apply); and
 - (c) otherwise comply with all governmental rules, regulations, ordinances and laws.
- (iii) The Leasable Floor Area of any building constructed on an Outparcel shall not exceed the floor area limitation set forth on the

Site Plan (which are 5,000 square feet for Outparcel 1, 7,000 square feet for Outparcel 2, 6,000 square feet for Outparcel 3, 13,500 for Outparcel 4, and 6,000 for Outparcel 5) provided, in any event, the Leasable Floor Area of any building constructed on an Outparcel shall be limited to the extent that the number and size of on-grade vehicle parking spaces required by all applicable rules, regulations, ordinances and laws (without reduction in such number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances or laws by the governmental authority having jurisdiction thereof) can be constructed and maintained within the boundaries of the Outparcel. The provisions of all applicable rules, regulations, ordinances, and laws to the contrary notwithstanding, for the purposes of this Paragraph 4.1, the Leasable Floor Area of any building to be constructed on the Outparcel shall also be deemed to include, without limitation, any outdoor balconies, patios, or other outdoor areas utilized for retail sales of food or beverage service (exclusive of drive through or walk-up take-out food or beverage service areas).

- (iv) Each Outparcel may have no more than one (1) freestanding (pylon or monument) identification sign located thereon; provided, however, such Outparcel identification signs shall comply with all applicable rules, regulations, ordinances, and laws relative to such signage and shall not obstruct the visibility of the Publix Storeroom, Pylon Sign A, Pylon Sign B, or any of the Shopping Center identification signs from roadways adjacent to the Shopping Center.
- (v) Each Outparcel shall at all times contain not less than five (5) parking spaces (each having a minimum width which complies with all rules, regulations, ordinances, or laws relative to parking requirements) for every 1,000 square feet of Leasable Floor Area within the improvements constructed on the Outparcel, or such greater amount (and size) of parking as may be required by applicable rules, regulations, ordinances, and laws.
- (vi) Any Improvements on a Outparcel shall comply with all governmental rules, regulations, ordinances and laws.

5. Ingress and Egress Easements.

5.1 Grant of Easement. Declarant hereby declares, establishes, creates, and grants for the benefit of, and as a burden upon, each Tract the non-exclusive right, privilege, and easement for vehicular and pedestrian access, ingress, and egress over and across all roadways, driveways, entranceways and sidewalks from time to time located on the Common Area of any Tract for the purpose of providing pedestrian and vehicular access, ingress, and egress, but not

parking, between said Tracts and publicly dedicated rights-of-way abutting said Tracts. The foregoing easement shall not be construed to, and shall not, create any construction or other easement for the installation or construction of roadways, driveways, entranceways and sidewalks by any Owner on the property of another Owner; provided, however, if in developing the Shopping Center any roadways, driveways, entranceways or sidewalks, or any related facilities (including, without limitation, curbing) have been constructed or are hereafter constructed so that the same encroach onto an Outparcel, Declarant hereby declares, establishes, creates and grants for the benefit of the Shopping Center Tract, and as a burden on the Outparcel a non-exclusive easement for the purpose of using, maintaining, repairing and replacing such roadways, driveways, entranceways or sidewalks (and any related facilities including, without limitation, curbing) provided however that no such encroachment shall exceed three (3) feet. Any other term hereof to the contrary notwithstanding, until the Publix Lease has terminated the Publix Sidewalk Area and the Publix Service Area shall be for the exclusive use of Publix.

5.2 Relocation. Notwithstanding anything to the contrary contained herein, but subject to the remaining provisions of this Paragraph 5.2, each Owner shall have the right at any time, and at its sole cost and expense, to relocate, alter, or change any roadway, driveway or entranceway, or sidewalk located on the Common Area of such Owner's Tract. Notwithstanding the foregoing provisions of this Paragraph 5.2, (i) the driveways located within the crosshatched areas on Exhibit "G" attached hereto and by reference thereto incorporated herein may not be relocated, altered or changed without the prior written consent of the Owner of the Shopping Center Tract, (ii) the driveways located within the crosshatched areas on Exhibit "H" attached hereto and by reference thereto incorporated herein may not be relocated, altered or changed without the prior written consent of the Owner of Outparcel 1, (iii) the driveways located within the crosshatched areas on Exhibit "I" attached hereto and by reference thereto incorporated herein may not be relocated, altered or changed without the prior written consent of the Owner of Outparcel 2, (iv) the driveways located within the crosshatched areas on Exhibit "J" attached hereto and by reference thereto incorporated herein may not be relocated, altered or changed without the prior written consent of the Owner of Outparcel 3, (v) the driveways located within the crosshatched areas on Exhibit "L" attached hereto and by reference thereto incorporated herein may not be relocated, altered or changed without the prior written consent of the Owner of Outparcel 4, and (vi) the driveways located within the crosshatched areas on Exhibit "N" attached hereto and by reference thereto incorporated herein may not be relocated, altered or changed without the prior written consent of the Owner of Outparcel 5.

5.3 No Parking Easement. This Declaration is not intended to, and does not, create for the benefit of any Tract any right, license or easement for parking purposes upon another Tract.

5.4 Avoidance of Prescription. Anything to the contrary contained in this Paragraph 5 notwithstanding, the Owner of each Tract shall be entitled to interrupt or disturb the passage of vehicular and pedestrian access, ingress, and egress over and across all roadways, driveways, entranceways, and sideways from time to time located on that portion of the Common Area located on said Owner's Tract for a period not to exceed one (1) day in each calendar year for the purpose of preventing the creation of prescriptive easement rights in and to such areas in favor of the public; provided, however, with respect to the Shopping Center Tract, until the

Publix Lease has terminated, such interruption or disturbance shall occur on a day on which Publix is closed for business.

6. Utility Easements.

6.1 Grant of Easement. Declarant hereby declares, establishes, creates, and grants for the benefit of, and as a burden upon, each Tract the non-exclusive right, privilege, and easement in, to, over, under, along, and across those portions of the Common Area necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, replacement, relocation and removal of Utility Lines, including but not limited to sanitary sewers, storm drains, water (fire and domestic), gas, electrical, telephone and communication lines. The Utility Line easement area shall be no larger than whatever is necessary to reasonably satisfy the requirements of the provider of such service if the Utility Line is to be owned by a public utility, or five (5) feet (or such greater width as necessary to satisfy any governmental requirements) on each side of the Utility Line if the Utility Line is to be owned by an Owner. The Owner of the Tract burdened by such easement shall have the right to require, at the expense of the Owner of the Tract benefited by such easement, that a copy of an as-built survey of such Utility Line be delivered to the Owner of such burdened Tract after installation of the Utility Line. Notwithstanding anything in this Paragraph 6.1 to the contrary, no Utility Lines may be constructed on the Shopping Center Tract without the prior written approval of the Owner of the Shopping Center Tract as to the locations of, and plans and specifications for, such Utility Lines.

6.2 Location of Utilities. All Utility Lines shall be underground except:

- (i) pad mounted electrical transformers, if any, shall be located at the rear of a building;
- (ii) as may be necessary during periods of construction, reconstruction, repair, or temporary service;
- (iii) as may be required by governmental agencies having jurisdiction over the Property; or
- (iv) as may be required by the provider of such service.

6.3 Relocation. Any Owner shall have the right at any time to relocate a Utility Line located upon its Tract at such Owner's expense upon fifteen (15) days prior written notice to the other Owners whose Tracts are served by such Utility Line; provided, however, that such relocation:

- (i) shall not diminish or unreasonably interfere with the utility service to the other Tracts;
- (ii) shall not reduce or unreasonably impair the usefulness or function of such Utility Line;

- (iii) shall be performed without cost or expense to the other Owners;
- (iv) shall be completed using materials and design standards which equal or exceed those originally used; and
- (v) shall have been approved by the provider of such service and the appropriate governmental or quasi-governmental agencies having jurisdiction thereover, if applicable.

6.4 Maintenance and Repair.

6.4.1 Private Utility Lines. Each Owner shall maintain, repair and replace, at its sole cost and expense, its Private Utility Lines, in a first class condition, regardless of where such Private Utility Lines are located, unless the provider of the service or a governmental or quasi-governmental authority has agreed to maintain such Utility Lines. Any maintenance and repair of non-dedicated utilities located on another Owner's Tract shall be performed only after five (5) days notice to the Owner of such Tract (except in an emergency, when the work may be initiated with reasonable notice), shall be done after normal business hours whenever possible, and otherwise shall be performed in such a manner as to cause as little disturbance in the use of such Tract as is practicable under the circumstances.

6.4.2 Common Utility Lines. Common Utility Lines shall be constructed, maintained, repaired and replaced by the Owner of the Shopping Center Tract. Upon completion of any maintenance, repair or replacement to any Common Utility Lines the Owner of the Shopping Center Tract may submit an invoice, accompanied by reasonable supporting information, to the Owner of an Outparcel for such Owner's "Pro-Rata Share" (as hereafter defined) of the cost and expense of such maintenance, repair or replacement. The Owner of the Outparcel shall reimburse the Owner of the Shopping Center Tract the amount set forth in the invoice within fifteen (15) days after receipt thereof. If the Owner of the Outparcel fails to reimburse the Owner of the Shopping Center Tract within the fifteen (15) day period, the amount due pursuant to the invoice shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, whichever is less, until paid. Any amounts which are owed by the Owner of an Outparcel to the Owner of the Shopping Center Tract pursuant to this Paragraph 6.4.2 shall constitute a lien against the Outparcel until paid in full; provided, however, that any such lien shall not be effective unless and until notice thereof is recorded in the deed records of the County in which the Property is located. For the purpose of allowing the Owner of the Shopping Center Tract to fulfill its maintenance, repair and replacement obligations hereunder, Declarant hereby declares, establishes, creates and grants an easement for ingress and egress in favor of the Shopping Center Tract over and across the Outparcels for such purposes.

The Pro-Rata Share for the Owner of each Outparcel of the costs and expense incurred in maintaining, repairing and/or replacing the Common Utility Lines shall be determined by multiplying the particular cost and expense by a fraction the numerator of

which is the Leasable Floor Area of the Outparcel in question and the denominator of which is the aggregate Leasable Floor Area of the Tracts benefited by the Common Utility Line. To illustrate, if a Common Utility Line providing service to the Shopping Center Tract and Outparcel 1 (but not Outparcel 2, Outparcel 3, Outparcel 4 or Outparcel 5) is repaired, and assuming the Leasable Floor Area of the Shopping Center Tract and Outparcel 1 are 80,000 square feet and 5,000 square feet respectively, the Pro-Rata Share for Outparcel 1 for the cost of such repair would be determined by multiplying the cost of the repair by a fraction, the numerator of which would be 5,000 square feet and the denominator of which would be 85,000 square feet (80,000 square feet plus 5,000 square feet). If all of the Tracts were served by the Common Utility Line and assuming the Leasable Floor Area of the Shopping Center Tract and Outparcel 1 are the same as set forth in the previous sentence, and assuming that the Leasable Floor Area of Outparcel 2 is 7,000 square feet, that the Leasable Floor Area of Outparcel 3 is 6,000 square feet, that the Leasable Floor Area of Outparcel 4 is 13,500 square feet, and that the Leasable Floor Area of Outparcel 5 is 6,000 square feet, the Pro-Rata Share for Outparcel 1 for the cost of such repair would be determined by multiplying the cost of the repair by a fraction, the numerator of which would be 5,000 square feet and the denominator of which would be 117,500 square feet (80,000 square feet plus 5,000 square feet plus 7,000 square feet plus 6,000 square feet plus 13,500 square feet plus 6,000 square feet), the Pro-Rata Share for Outparcel 2 for the cost of such repair would be determined by multiplying the cost of the repair by a fraction, the numerator of which would be 7,000 square feet and the denominator of which would be 117,500 square feet, the Pro-Rata Share for Outparcel 3 for the cost of such repair would be determined by multiplying the cost of the repair by a fraction, the numerator of which would be 6,000 square feet and the denominator of which would be 117,500 square feet, the Pro-Rata Share for Outparcel 4 for the cost of such repair would be determined by multiplying the cost of the repair by a fraction, the numerator of which would be 13,500 square feet and the denominator of which would be 117,500 square feet, and the Pro-Rata Share for Outparcel 5 for the cost of such repair would be determined by multiplying the cost of the repair by a fraction, the numerator of which would be 6,000 square feet and the denominator of which would be 117,500 square feet .

7. Stormwater Drainage.

7.1 Grant of Easement. Subject to Paragraph 7.4, Declarant hereby declares, establishes, creates, and grants for the benefit of, and as a burden upon, each Tract, a perpetual, non-exclusive easement in, over, and across the Common Area for the purpose of discharging stormwater drainage and/or runoff from any Tract upon and across those portions of the Common Area located on any other Tract.

7.2 Construction, Maintenance and Repair. All drainage facilities on the Shopping Center Tract and any drainage outfall areas outside of the Property shall be constructed, maintained and repaired by the Owner of the Shopping Center Tract, at its expense, for the benefit of all Owners, in good working condition and state of repair and in compliance with all laws, rules and regulations of governmental authorities exercising jurisdiction over such drainage facilities.

7.3 Conditions. The foregoing stormwater drainage easement rights shall be subject to the following terms and conditions:

- (i) Common Area grades and the surface water drainage/retention system for each Tract shall be constructed in strict conformance to all applicable governmental rules, regulations, and ordinances.
- (ii) Declarant shall grade the Shopping Center Tract and develop the Shopping Center Tract substantially in accordance with Declarant's grading plan and construction plans, respectively, copies of which may be obtained from Declarant. Thereafter, the Owner of the Shopping Center Tract shall not alter or permit to be altered the improvements on the Shopping Center Tract or the surface elevation or grade of those portions of the Common Area located on the Shopping Center Tract if such alteration would materially increase the flow of surface water onto an Outparcel or change the rate or concentration of flow or points of discharge from the Shopping Center Tract onto an Outparcel without the prior written consent of the Owner of the affected Outparcel(s).
- (iii) Without the prior written consent of the Owner of the Shopping Center Tract, the Owner of an Outparcel shall not alter or permit to be altered any improvements on the Outparcel or the surface elevation or grade of those portions of the Common Area located on the Outparcel if such alteration would materially increase the flow of surface water onto or change the rate or concentration of flow or points of discharge from the Outparcel onto the Shopping Center Tract.

7.4 Limitation on Drainage Easement. Notwithstanding the foregoing, if Declarant's construction plans depict storm water drainage facilities to be installed on an Outparcel which facilities then run onto the Shopping Center Tract or into a public right-of-way adjacent to the Outparcel, unless the Owner of the Shopping Center Tract agrees in writing to the contrary, there shall be no surface water drainage rights for such Outparcel onto the Shopping Center Tract and the storm water drainage rights granted in Paragraph 7.1 shall be limited to draining storm water through the drainage facilities on the Outparcel and then, if such facilities run onto the Shopping Center Tract and not into an adjacent public right-of-way, through the storm water drainage facilities on the Shopping Center Tract.

8. Construction, Maintenance and Repair.

8.1 General Obligations. Any and all construction, installation, maintenance, repair, replacement, or restoration work or services performed by, or at the request of, any Owner on another Owner's Tract pursuant to the terms and provisions of this Declaration:

- (i) shall be done only upon reasonable notice to the owner of the affected Tract except as otherwise expressly provided herein;
- (ii) shall be done in a manner so as to minimize, to the extent reasonably possible, any interruption and interference to the Owner or any Occupant of the affected Tract in the normal operation of such Tract and the improvements thereon;
- (iii) shall comply with all governmental laws, rules, and regulations;
- (iv) shall be performed in accordance with the other terms and provisions of this Declaration; and
- (v) shall, once commenced, be diligently pursued to completion; and
- (vi) shall, except as otherwise expressly provided herein, be paid for solely by the Owner performing the work or services, or causing the work or services to be performed.

After the completion of any work, the affected area shall be left in a clean and orderly condition, with all debris removed therefrom, with trenches and cuts properly filled, with any paving, curbing, plants, shrubbery, or other improvements on such areas which may have been disturbed by such work restored to their former or better condition, and all areas within which dirt has been exposed shall be appropriately restored.

9. Restrictive Covenants.

9.1 Restrictions on Use.

9.1.1 Prohibited Uses.

(a) Without the prior written consent of the Owner of each Tract, no portion of any Tract shall be used for any of the following purposes: a cinema or theater, skating rink, bowling alley, discotheque, dance hall, nightclub, amusement gallery, pool room, gym or health club, adult entertainment facility (i.e., featuring nude or semi-nude dancing or entertainment), gymnasium, massage parlor, adult book store, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, , sale, rental or lease of automobiles, trucks, other motorized vehicles or trailers. Also, without the prior written consent of the Owner of the Shopping Center Tract, no portion of the Shopping Center Tract (exclusive of the Publix Premises) or any Outparcel shall be used for any of the following purposes: (i) the operation of a business for the sale, rental and/or distribution or prerecorded video movie cassettes, video tapes, video discs, laser discs, video games (including, without limitation, CD-I), DVDs or other video software (including CD-ROM), and/or any substitutes for, or items which are a technological evolution of, the foregoing items; (ii) the operation of any business involving the sale of pizza or Italian fare; (iii) the operation of any business that derives more than ten percent

(10%) of its gross revenues from the combined sale of hamburgers or cheeseburgers; (iv) the operation of any business in which alcoholic beverages (other than beer and wine) shall be sold for consumption off premises; (v) the operation of any business whose primary business is as a submarine sandwich style restaurant; (vi) the operation of any business whose primary business is as a nail or tan salon; (vii) the operation of any business whose primary business is packaging and shipping services and supplies, mailbox rentals or color and black and white copies; (viii) the operation of any business whose primary business is as a Chinese restaurant; (ix) the operation of a dry cleaning plant or other dry cleaning business; (x) the operation of a bank or other financial institution; (xi) the operation of any business for the sale of Christmas ornaments, greeting cards, gift wrap and/or party supplies; (xii) the operation of any business whose primary business is as a wireless communications store or as an electronics store selling wireless communications; (xiii) the operation of any business whose primary business is as a non-appointment family hair cutting salon or barber shop; (xiv) the operation of a cafeteria; (xv) the operation of a car wash; or (xvi) or the operation of any type of dentistry practice. In addition, without the prior written consent of the Owner of the Shopping Center Tract, no other premises on any Tract located within 500 feet of the Publix Storeroom (which distance shall be measured from the demising wall of the Publix Storeroom nearest said other premises to the demising wall of said other premises nearest the Publix Storeroom) shall be used for a day care center, or a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants/cocktail lounges being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's. In any event, not more than an aggregate of four (4) restaurants and/or cocktail lounges, regardless of concept or parking intensive nature, shall be located within the Shopping Center and the Outparcels combined, and no restaurant and/or cocktail lounge (regardless of concept) shall be located within 60 feet of the Publix Storeroom (which distance shall be measured from the Publix Storeroom demising wall nearest said restaurant to the demising wall of said restaurant nearest the Storeroom). Notwithstanding the foregoing provision of this Paragraph 9.1.1(a), the operation of businesses on any Tract which have pin ball machines or electric games as an incidental part of their business shall not be prohibited, and a restaurant which has a bar as part of its operation shall not be deemed to be a "nightclub" for purposes of this paragraph 9.1.1(a). This paragraph 9.1.1(a) shall also not prohibit the Owner of the Shopping Center Tract from leasing premises in the Shopping Center used as a dry cleaning drop station. Notwithstanding anything contained in this paragraph 9.1.1(a) to the contrary, a dry cleaning plant shall be permitted in the Shopping Center and the Outparcels, provided: (1) such dry cleaning plant shall use only the synthetic hydrocarbon dry cleaning solvent designated as DF-2000 manufactured by Exxon Chemical Company, and such equipment as has been specifically designed for use with DF-2000, (2) the DF-2000 product and the equipment specifically designed for utilization of such product shall comply with any and all of the regulations imposed by all applicable authorities, (3) the DF-2000 product must be properly stored and all waste materials generated at the dry cleaning premises must be properly stored and disposed of in accordance with all regulations imposed by any applicable authorities, (4) the dry cleaning premises shall comply with the requirements of the National Fire Protection Code NFPA 32 (the standard for dry cleaning plants), (5) the operation of the dry

cleaning business within the dry cleaner premises shall not cause any interruption in the occupancy and use by Publix of the Publix Premises, and (6) the DF-2000 product shall be deemed to include technological advances thereof which are non-hydrocarbon or synthetic hydrocarbon in nature which are comparable to DF-2000.

9.1.2 Exclusive Uses. Without the prior written consent of the Owner of the Shopping Center Tract, no portion of any Tract except the Publix Premises shall be used for the operation of a grocery supermarket, bakery, delicatessen, fish market, for the sale of drugs or other products which are required by law to be dispensed by a registered pharmacist, or to engage in retail sales of items of food for "off-premises" consumption. The terms and provisions of the foregoing sentence to the contrary notwithstanding, Occupants of the Shopping Center Tract and the Outparcels shall not be prohibited under this paragraph 9.1.2 from engaging in the operation of:

- (i) a sit down restaurant or cafeteria offering prepared ready-to-eat food items for consumption either on or off the premises;
- (ii) a delicatessen or sandwich shop type restaurant (but not a bakery) which offers take out service as an incidental part of its restaurant operation, provided that at least seventy percent (70%) of Leasable Floor Area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes;
- (iii) a health food store or nutrition center, provided that the Leasable Floor Area devoted to such health food store or nutrition center shall not exceed 1,600 square feet, ice cream parlor or frozen yogurt store, franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), candy store, fast food restaurant (which term shall include, without limitation, operations such as McDonald's, Burger King, Wendy's, Hardee's, Kentucky Fried Chicken, Chick-fil-A, Church's, Taco Bell, and similar operations), or a pizza pickup or delivery outlet (the inclusion of a pizza pickup or delivery outlet in this item (iii) shall not exclude a sit-down restaurant serving pizza which may also offer prepared pizza for consumption off the premises, such an establishment being permitted under item (i) above), all of which may offer the sale of food items for consumption on or off the premises;
- (iv) a combination gas station and convenience food store operation, provided that the Leasable Floor Area devoted to the sale of food and beverage products shall not exceed 1,500 square feet; provided, however, the foregoing exception shall not permit a gas station/convenience food store that is owned by, operated by or controlled by another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Wal-Mart), such entity's parent company or its subsidiaries or

affiliates, and which gas station and convenience store operation is identified on the premises with such grocery supermarket name or the name under which such general merchandise retailer operates its grocery supermarkets within the State of Georgia; and

- (v) a video rental or sale store (similar to a Blockbuster Video) which may offer the sale of items normally sold by movie theaters (i.e., popcorn or candy) for consumption off the premises.

10. Liens. In the event any construction lien is filed against a Tract as a result of services performed for or materials furnished to the Owner of another Tract, such Owner shall cause such lien to be released and discharged of record within fifteen (15) days of receipt of notice of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Additionally, the Owner permitting or causing such lien to be filed shall indemnify, defend, and hold harmless the Owner of the Tract upon which said lien was filed against any liability, loss, damage, costs, or expenses (including reasonable attorney's fees actually incurred and court costs) on account of such claim of lien.

11. General.

11.1 Amendment. Subject to Paragraph 2.5, and except as provided in Paragraph 11.7, the provisions of this Declaration may be modified or amended only with the consent of the Owner of the Shopping Center Tract and with the consent of the Owners of the Outparcels duly recorded in the deed records of the County in which the Property is located; provided that an Owner of an Outparcel need not be a party to a modification or amendment if the modification or amendment does not materially adversely affect that Outparcel or the rights of the Owner of that Outparcel. Such consent shall not be unreasonably conditioned, withheld or delayed by any Owner. Notwithstanding the foregoing, but subject to Paragraph 2.5, this Declaration may be modified or amended solely by the Owner of the Shopping Center Tract so long as any such modification or amendment does not materially increase any obligations of the Owners of the Outparcels, or materially adversely affect the rights of the Owners of the Outparcels as provided by this Declaration, or impose any new obligations on the Owners of the Outparcels which materially adversely affect such Owners.

11.2 Enforcement.

11.2.1 This Declaration may be enforced by any Owner by any action available at law or in equity, including, but not limited to injunctive relief and specific performance.

11.2.2 Without limiting Paragraph 11.2.1, and without affecting any other rights or remedies that the Owner of the Shopping Center Tract may have at law or in equity, if the Owner of an Outparcel is in default of its obligations under this Declaration including, without limitation, with respect to any type work to be performed by the

Owner of the Outparcel, the Owner of the Shopping Center Tract may give written notice to the Owner of the Outparcel of such default; provided, however, that no such notice shall be required in the case of an emergency, a default which materially and adversely interferes with the use of the Shopping Center Tract or a failure by the Owner of the Outparcel to remove a construction lien within the fifteen (15) day period required by Paragraph 10 hereof. Unless the Owner of the Outparcel commences the cure of such default within fifteen (15) days after receipt of such notice, and thereafter diligently pursues the cure of such default to completion, or in any of the circumstances described in the immediately preceding sentence where no prior notice is required under this Paragraph 11.2.2, the Owner of the Shopping Center Tract may take reasonable steps to cure such default and, if necessary, come upon the Outparcel and perform, or cause to be performed, any work which the Owner of the Outparcel was required to perform. Thereafter the Owner of the Shopping Center Tract may send an invoice, accompanied by reasonable supporting information, to the Owner of the Outparcel for the costs incurred in curing such default (which costs may include, without limitation, attorneys' fees and expenses), and the Owner of the Outparcel shall reimburse the Owner of the Shopping Center Tract the amount set forth in such invoice within fifteen (15) days after receipt of such invoice and supporting information. If the Owner of the Outparcel fails to reimburse the Owner of the Shopping Center Tract within the fifteen (15) day period, the amount due pursuant to the invoice shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, whichever is less, until paid. For the purpose of allowing the Owner of the Shopping Center Tract to perform work of the Owners of the Outparcels pursuant to the rights granted in this Paragraph 11.2.2, the Declarant hereby declares, establishes, creates, and grants an easement for ingress and egress in favor of the Shopping Center Tract over the Outparcels for such purposes. Any amounts which are owed by the Owner of an Outparcel to the Owner of the Shopping Center Tract pursuant to this Paragraph 11.2.2 shall constitute a lien against the Outparcel until paid in full; provided, however, that any such lien shall not be effective unless and until notice thereof is recorded in the deed records of the County in which the Property is located.

11.2.3 Without limiting Paragraph 11.2.1, and without affecting any other rights or remedies that the Owners of the Outparcels may have at law or in equity, if the Owner of the Shopping Center Tract is in default of its obligations under Paragraphs 6.4.2 or 10 of this Declaration, the Owners of the Outparcels may give written notice to the Owner of the Shopping Center Tract of such default; provided, however, that no such notice shall be required in the case of an emergency, a default which materially and adversely interferes with the use of an Outparcel or a failure by the Owner of the Shopping Center Tract to remove a construction lien within the fifteen (15) day period required by Paragraph 10 hereof. Unless the Owner of the Shopping Center Tract commences the cure of such default within fifteen (15) days after receipt of such notice, and thereafter diligently pursues the cure of such default to completion, or in any of the circumstances described in the immediately preceding sentence where no prior notice is required under this Paragraph 11.2.3, the Owners of the Outparcels may take reasonable steps to cure such default and, if necessary, come upon the Shopping Center Tract and perform, or cause to be performed, any work which the Owner of the Shopping Center

Tract was required to perform. Thereafter the Owner of the Outparcel performing such work may send an invoice, accompanied by reasonable supporting information to the Owner of the Shopping Center Tract for the costs incurred in curing such default (which costs may include, without limitation, attorneys' fees and expenses), and the Owner of the Shopping Center Tract shall reimburse the Owner of the Outparcel the amount set forth in such invoice within fifteen (15) days after receipt of such invoice and supporting information; provided that the Owner of the Shopping Center Tract shall only be obligated to pay its Pro-Rata Share (as defined in Paragraph 6.4.2) of such amount in the case of a default under Paragraph 6.4.2. If the Owner of the Shopping Center Tract fails to reimburse the Owner of the Outparcel within the fifteen (15) day period, the amount due shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, whichever is less, until paid. For the purpose of allowing the Owners of the Outparcels to perform work of the Owner of the Shopping Center Tract pursuant to the rights granted in this Paragraph 11.2.3, the Declarant hereby declares, establishes, creates and grants an easement for ingress and egress in favor of the Outparcels over the Shopping Center Tract for such purposes. Any amounts which are owed by the Owner of the Shopping Center Tract to an Owner of an Outparcel pursuant to this Paragraph 11.2.3 shall constitute a lien against the Shopping Center Tract until paid in full; provided, however, that any such lien shall not be effective unless and until notice thereof is recorded in the deed records of the County in which the Property is located.

11.2.4 Any work to be performed by an Owner on another Owner's Tract pursuant to this Paragraph 11.2 shall be subject to Paragraph 8.1 hereof; provided, however, the notice requirement in part (i) of Paragraph 8.1 shall be superseded by the notice requirements of this Paragraph 11.2.

11.3 Partial Invalidity. In the event any provision of this Declaration is determined to be illegal or legally unenforceable, such determination shall have no effect upon the remaining terms and provisions hereof, and the remaining terms and provisions hereof shall continue in full force and effect.

11.4 Notice.

11.4.1 Form. Every notice, demand, consent, approval, or other document or instrument required or permitted to be served upon or given to any Owner shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service such as Federal Express or United Parcel Service, and, if to Declarant and/or to Publix, shall be delivered to the following addresses, respectively:

If to Declarant:

The Village at Flynn Crossing, LLC
c/o Watkins Associated Developers, Inc.
1946 Monroe Drive, N.E.

Atlanta, Georgia 30324
Attention: Mr. W. Neal Freeman

With a copy to:

Charles A. Brake, Jr., Esq.
Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, NW
Suite 400
Atlanta, Georgia 30339

If to Publix:

Publix Super Markets, Inc.
1936 George Jenkins Boulevard
Lakeland, Florida 33801
ATTN: John Frazier, Vice President, Real Estate

With a copy to:

McClure & McClure, LLC
1708 Peachtree Street, NW
Suite 450
Atlanta, Georgia 30309
ATTN: Julius Y. McClure, Esq.

and, if to any Owner, at an address specified in the manner set forth in Paragraph 11.4.2.

11.4.2 Address of Owners. As of the date hereof, Declarant is the owner of the Shopping Center Tract and the Outparcels. So long as the Declarant is the owner of the Shopping Center Tract and of the Outparcels, any notice to be sent to the Owner of the Shopping Center Tract or the Owner of the Outparcels shall be sent to the Declarant's address as set forth in Paragraph 11.4.1 above. As and when the Declarant sells the Outparcels or the Shopping Center Tract, the new Owner of an Outparcel or the Shopping Center Tract, as the case may be, may record a notice in the deed records of the County in which the Property is located specifying the address to which any notices to such Owner are to be sent. Any such notice shall cross-reference this Declaration by the deed book and page number where this Declaration has been recorded. Unless and until such a notice is recorded, any notice to an Owner (other than to Declarant as long as Declarant remains an Owner) may be delivered by posting such notice on an entrance to any building that has been constructed on the particular Tract, or, if no building has been constructed on the particular Tract at such time as a notice is to be delivered, the notice may be posted on the Tract.

11.4.3 Change of Address. Any Owner may specify or change the place for service of notice by sending a notice to the other Owner, which notice shall become

effective ten (10) days after delivery thereof. All such notice addresses shall be within the continental United States.

11.5 Indemnity. Each Owner (herein, individually, "Indemnitor") shall defend, indemnify, and hold harmless the other Owners from all claims, losses, actions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs) resulting from any construction, including liens, or any accident, injury, loss, or damage occurring to any person or to the property of any person arising out of or resulting from the exercise by the Indemnitor or such Indemnitor's Occupants of the rights, privileges, and easements granted herein (provided, however, that the foregoing shall not be applicable to events or circumstances to the extent caused by the negligence or willful act or omission of the indemnified Owner) , or resulting from the violation by the Indemnitor or such Indemnitor's Occupants of any of the restrictions, covenants, and conditions established hereby.

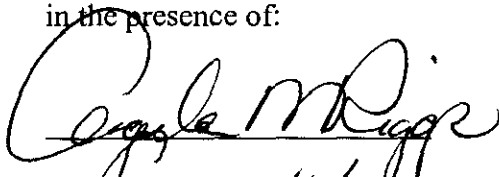
11.6 Dedication of Easements. If any facilities with respect to which easements are created by this Declaration are dedicated to any governmental or quasi-governmental authority, then the easement rights established by this Declaration with respect to the dedicated facilities shall automatically terminate upon such dedication. If an Owner wishes to dedicate any such facilities to a governmental or quasi-governmental authority, the other Owner agrees to cooperate to cause such facilities to be so dedicated.

11.7. Additional Property. Subject to Paragraph 2.5, Declarant reserves the right to subject additional property (the "Additional Property") to this Declaration by a written, recorded document, and thereafter, the Additional Property shall be subject to the terms of this Declaration. In connection therewith, but subject to Paragraph 2.5, this Declaration may be modified or amended solely by the Owner of the Shopping Center Tract as deemed necessary by the Owner of the Shopping Center Tract to incorporate the Additional Property into this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized representatives as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

THE VILLAGE AT FLYNN CROSSING, LLC,
a Georgia limited liability company


Witness

Notary Public

By: Wilwat Properties, Inc., a
Georgia corporation, its
Manager

By: 
Name: W. NEAL FREEMAN
Title: VICE PRESIDENT
[CORPORATE SEAL]

My Commission expires:
[NO NOTARY SEAL]



ANGELA K. KING
Notary Public, Polk County, Georgia
My Commission Expires Jan. 14, 2007

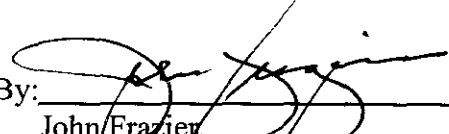
CONSENT AND JOINDER OF PUBLIX SUPER MARKETS, INC.

Publix Super Markets, Inc. hereby joins in this Declaration of Restrictions, Covenants and Conditions and Grant of Easements to acknowledge its consent and agreement thereto. Notwithstanding the foregoing, as between Declarant and Publix, to the extent of any inconsistency between this Declaration and the Publix Lease, the Publix Lease shall control.

Signed, sealed and delivered in
my presence this 1st day of

January, 2003. 2004/
Debbie Walker
Witness Debbie Walker

PUBLIX SUPER MARKETS, INC., a
Florida corporation

By: 

John Frazier,
Vice President, Real Estate

Attest: 

John Attaway,
Secretary

[CORPORATE SEAL]

DEC. 27, 1921

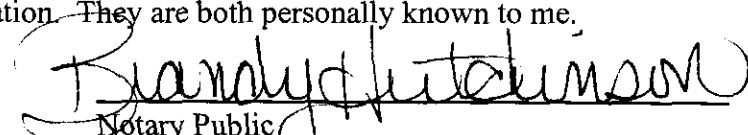
SEAL

FLORIDA

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 7th day of January, 2003, by JOHN FRAZIER and JOHN ATTAWAY, Vice President, Real Estate and Secretary, respectively, of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of said corporation. They are both personally known to me.


Notary Public

My Commission Expires: 2/24/06



Brandy Hutchinson
MY COMMISSION # DD094948 EXPIRES
February 24, 2006
BONDED THROUGH TROY FAIR INSURANCE, INC.

Exhibit "A"

Legal Description of Outparcel 1

All that tract or parcel of land lying in and being part of Land Lots 1055 and 1100 of the 2nd District, 1st Section, Forsyth County, Georgia which is more particularly described as follows:

Beginning at a 1/2" rebar found lying on the Land Lot corner common to Land Lots 1055, 1056, 1099 and 1100; THENCE North 01 degrees 27 minutes 13 seconds West for a distance of 189.43 feet to a point; THENCE North 88 degrees 33 minutes 13 seconds West for a distance of 3.51 feet to a point; THENCE South 01 degrees 17 minutes 06 seconds West for a distance of 145.55 feet to a point; THENCE South 26 degrees 38 minutes 44 seconds West for a distance of 25.70 feet to a point; THENCE South 46 degrees 37 minutes 17 seconds West for a distance of 28.11 feet to a 1/2" rebar found; THENCE North 89 degrees 06 minutes 31 seconds West for a distance of 355.44 feet to a 1/2" rebar found; THENCE North 89 degrees 03 minutes 02 seconds West for a distance of 100.18 feet to a 1/2" rebar found; THENCE South 88 degrees 27 minutes 12 seconds West for a distance of 143.08 feet to a point, said point being the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING as thus established South 00 degrees 22 minutes 49 seconds East for a distance of 136.31 feet to a point; THENCE South 51 degrees 32 minutes 49 seconds West for a distance of 146.39 feet to a point; THENCE North 54 degrees 27 minutes 16 seconds West for a distance of 273.79 feet to a point; THENCE along a curve to the right having a radius of 619.60 feet and an arc length of 38.84 feet, being subtended by a chord of North 53 degrees 21 minutes 14 seconds West for a distance of 38.83 feet to a point; THENCE North 38 degrees 26 minutes 31 seconds East for a distance of 45.75 feet to a point; THENCE North 88 degrees 27 minutes 12 seconds East for a distance of 339.34 feet to a point, said point being the TRUE POINT OF BEGINNING.

Exhibit "B"

Legal Description for Outparcel 2

All that tract or parcel of land lying in and being part of Land Lots 1099 and 1100 of the 2nd District, 1st Section, Forsyth County, Georgia which is more particularly described as follows:

Beginning at a 1/2" rebar found lying on the Land Lot corner common to Land Lots 1055, 1056, 1099 and 1100; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 30.00 feet to a point; THENCE North 88 degrees 47 minutes 59 seconds East for a distance of 100.02 feet to a point; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 265.85 feet to a point; THENCE South 54 degrees 52 minutes 54 seconds East for a distance of 14.55 feet to a point; THENCE South 00 degrees 43 minutes 09 seconds West for a distance of 49.84 feet to a point; THENCE South 09 degrees 56 minutes 32 seconds West for a distance of 24.15 feet to a point; THENCE South 17 degrees 09 minutes 41 seconds East for a distance of 15.88 feet to a point; THENCE South 72 degrees 04 minutes 05 seconds East for a distance of 10.54 feet to a point; THENCE South 34 degrees 54 minutes 57 seconds East for a distance of 28.09 feet to a point; THENCE South 60 degrees 09 minutes 19 seconds West for a distance of 21.96 feet to a point; THENCE South 06 degrees 14 minutes 04 seconds West for a distance of 21.62 feet to a point; THENCE South 09 degrees 50 minutes 00 seconds East for a distance of 68.48 feet to a point; THENCE South 16 degrees 42 minutes 51 seconds East for a distance of 53.44 feet to a point; THENCE South 45 degrees 58 minutes 11 seconds East for a distance of 21.96 feet to a point; THENCE South 37 degrees 00 minutes 41 seconds East for a distance of 24.75 feet to a point; THENCE South 22 degrees 00 minutes 12 seconds East for a distance of 19.94 feet to a point; THENCE South 11 degrees 47 minutes 42 seconds West for a distance of 23.47 feet to a point; THENCE South 03 degrees 51 minutes 32 seconds East for a distance of 105.39 feet to a point; THENCE South 03 degrees 12 minutes 01 seconds East for a distance of 51.39 feet to a point; THENCE along a curve to the right having a radius of 62.00 feet and an arc length of 101.51 feet, being subtended by a chord of South 84 degrees 17 minutes 05 seconds East for a distance of 90.55 feet to a point; THENCE along a curve to the right having a radius of 62.00 feet and an arc length of 119.80 feet, being subtended by a chord of South 17 degrees 58 minutes 38 seconds West for a distance of 102.01 feet to a point; THENCE South 19 degrees 54 minutes 06 seconds West for a distance of 32.62 feet to a point; THENCE South 19 degrees 54 minutes 06 seconds West for a distance of 255.80 feet to a point; THENCE South 23 degrees 35 minutes 33 seconds East for a distance of 41.94 feet to a point on the northerly right-of-way of McGinnis Ferry Road; THENCE along said northerly right-of-way the following courses and distances: along a curve to the right having a radius of 854.37 feet and an arc length of 124.47 feet, being subtended by a chord of North 64 degrees 26 minutes 15 seconds West for a distance of 124.36 feet to a point, and along a curve to the right having a radius of 854.37 feet and an arc length of 217.81 feet, being subtended by a chord of North 52 degrees 57 minutes 37 seconds West for a distance of 217.22 feet to a point, said point being the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING as thus established, continue thence along the northerly right-of-way on McGinnis Ferry Road along a curve to the right having a radius of 854.37 feet and an arc length of 198.92 feet, being subtended by a chord of North 38 degrees 59 minutes 13 seconds West for a distance of 198.47 feet to a point and North 32 degrees 19 minutes 01 seconds West for a distance of 13.68 feet to a point; THENCE leaving

said right-of-way North 63 degrees 25 minutes 21 seconds East for a distance of 228.42 feet to a point; THENCE South 76 degrees 00 minutes 57 seconds East for a distance of 30.39 feet to a point; THENCE South 35 degrees 27 minutes 15 seconds East for a distance of 106.13 feet to a point; THENCE South 43 degrees 07 minutes 06 seconds West for a distance of 238.69 feet to a point on the northerly right-of-way of McGinnis Ferry Road, said point being the TRUE POINT OF BEGINNING.

Exhibit "C"

Legal Description for Outparcel 3

All that tract or parcel of land lying in and being part of Land Lots 1099 and 1100 of the 2nd District, 1st Section, Forsyth County, Georgia which is more particularly described as follows:

Beginning at a 1/2" rebar found lying on the Land Lot corner common to Land Lots 1055, 1056, 1099 and 1100; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 30.00 feet to a point; THENCE North 88 degrees 47 minutes 59 seconds East for a distance of 100.02 feet to a point; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 265.85 feet to a point; THENCE South 54 degrees 52 minutes 54 seconds East for a distance of 14.55 feet to a point; THENCE South 00 degrees 43 minutes 09 seconds West for a distance of 49.84 feet to a point; THENCE South 09 degrees 56 minutes 32 seconds West for a distance of 24.15 feet to a point; THENCE South 17 degrees 09 minutes 41 seconds East for a distance of 15.88 feet to a point; THENCE South 72 degrees 04 minutes 05 seconds East for a distance of 10.54 feet to a point; THENCE South 34 degrees 54 minutes 57 seconds East for a distance of 28.09 feet to a point; THENCE South 60 degrees 09 minutes 19 seconds West for a distance of 21.96 feet to a point; THENCE South 06 degrees 14 minutes 04 seconds West for a distance of 21.62 feet to a point; THENCE South 09 degrees 50 minutes 00 seconds East for a distance of 68.48 feet to a point; THENCE South 16 degrees 42 minutes 51 seconds East for a distance of 53.44 feet to a point; THENCE South 45 degrees 58 minutes 11 seconds East for a distance of 21.96 feet to a point; THENCE South 37 degrees 00 minutes 41 seconds East for a distance of 24.75 feet to a point; THENCE South 22 degrees 00 minutes 12 seconds East for a distance of 19.94 feet to a point; THENCE South 11 degrees 47 minutes 42 seconds West for a distance of 23.47 feet to a point; THENCE South 03 degrees 51 minutes 32 seconds East for a distance of 105.39 feet to a point; THENCE South 03 degrees 12 minutes 01 seconds East for a distance of 51.39 feet to a point; THENCE along a curve to the right having a radius of 62.00 feet and an arc length of 101.51 feet, being subtended by a chord of South 84 degrees 17 minutes 05 seconds East for a distance of 90.55 feet to a point; THENCE along a curve to the right having a radius of 62.00 feet and an arc length of 119.80 feet, being subtended by a chord of South 17 degrees 58 minutes 38 seconds West for a distance of 102.01 feet to a point; THENCE South 19 degrees 54 minutes 06 seconds West for a distance of 32.62 feet to a point; THENCE South 19 degrees 54 minutes 06 seconds West for a distance of 255.80 feet to a point; THENCE South 23 degrees 35 minutes 33 seconds East for a distance of 41.94 feet to a point on the northerly right-of-way of McGinnis Ferry Road; THENCE along said northerly right-of-way along a curve to the right having a radius of 854.37 feet and an arc length of 124.47 feet, being subtended by a chord of North 26 degrees 15 minutes 09 seconds West for a distance of 124.36 feet to a point, said point being the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING as thus established continue thence along the northerly right-of-way of McGinnis Ferry Road, along a curve to the right having a radius of 854.37 feet and an arc length of 217.81 feet, being subtended by a chord of North 52 degrees 57 minutes 37 seconds West for a distance of 217.22 feet to a point; THENCE leaving said northerly right-of-way North 43 degrees 07 minutes 06 seconds East for a distance of 238.69 feet to a point; THENCE South 35 degrees 27 minutes 15 seconds East for a distance of 75.55 feet to a point; THENCE along a curve to the left having a radius of 90.00 feet and an arc length of 38.71 feet, being subtended by a chord of South 47

degrees 46 minutes 34 seconds East for a distance of 38.41 feet to a point; THENCE South 60 degrees 05 minutes 54 seconds East for a distance of 33.31 feet to a point; THENCE South 09 degrees 10 minutes 44 seconds East for a distance of 34.74 feet to a point; THENCE South 19 degrees 54 minutes 06 seconds West for a distance of 166.60 feet to a point; THENCE South 66 degrees 48 minutes 48 seconds West for a distance of 4.00 feet to a point; THENCE North 60 degrees 33 minutes 00 seconds West for a distance of 27.65 feet to a point; THENCE South 28 degrees 20 minutes 55 seconds West for a distance of 25.22 feet to a point on the northerly right-of-way of McGinnis Ferry Road, said point being the TRUE POINT OF BEGINNING.

Exhibit "D"

Legal Description for the Property

All that tract or parcel of land lying in and being part of Land Lots 1055, 1099 and 1100 of the 2nd District, 1st Section, Forsyth County, Georgia which is more particularly described as follows:

Beginning at a 1/2" rebar found lying on the Land Lot corner common to Land Lots 1055, 1056, 1099 and 1100; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 30.00 feet to a point; THENCE North 88 degrees 47 minutes 59 seconds East for a distance of 100.02 feet to a point; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 265.85 feet to a point; THENCE South 54 degrees 52 minutes 54 seconds East for a distance of 14.55 feet to a point; THENCE South 00 degrees 43 minutes 09 seconds West for a distance of 49.84 feet to a point; THENCE South 09 degrees 56 minutes 32 seconds West for a distance of 24.15 feet to a point; THENCE South 17 degrees 09 minutes 41 seconds East for a distance of 15.88 feet to a point; THENCE South 72 degrees 04 minutes 05 seconds East for a distance of 10.54 feet to a point; THENCE South 34 degrees 54 minutes 57 seconds East for a distance of 28.09 feet to a point; THENCE South 60 degrees 09 minutes 19 seconds West for a distance of 21.96 feet to a point; THENCE South 06 degrees 14 minutes 04 seconds West for a distance of 21.62 feet to a point; THENCE South 09 degrees 50 minutes 00 seconds East for a distance of 68.48 feet to a point; THENCE North 87 degrees 57 minutes 29 seconds East for a distance of 536.26 feet to a point; THENCE South 00 degrees 31 minutes 21 seconds West for a distance of 342.11 feet to a point; THENCE North 82 degrees 36 minutes 09 seconds West for a distance of 175.02 feet to a point; THENCE South 00 degrees 12 minutes 43 seconds West for a distance of 195.91 feet to a point; THENCE South 77 degrees 57 minutes 24 seconds West for a distance of 51.12 feet to a point; THENCE North 64 degrees 40 minutes 56 seconds West for a distance of 149.71 feet to a point; THENCE North 71 degrees 42 minutes 21 seconds West for a distance of 70.55 feet to a point; THENCE South 19 degrees 54 minutes 06 seconds West for a distance of 255.80 feet to a point; THENCE South 23 degrees 35 minutes 33 seconds East for a distance of 41.94 feet to a point on the northerly right-of-way of McGinnis Ferry Road; THENCE along said northerly right-of-way the following courses and distances: along a curve to the right having a radius of 854.37 feet and an arc length of 124.47 feet, being subtended by a chord of North 64 degrees 26 minutes 15 seconds West for a distance of 124.36 feet, along a curve to the right having a radius of 854.37 feet and an arc length of 217.81 feet being subtended by a chord of North 52 degrees 57 minutes 37 seconds West for a distance of 217.22 feet to a point along a curve to the right having a radius of 854.37 feet and an arc length of 198.92 feet, being subtended by a chord of North 38 degrees 59 minutes 13 seconds West for a distance of 198.47 feet to a point; North 32 degrees 19 minutes 01 seconds West for a distance of 77.36 feet to a point, North 28 degrees 53 minutes 21 seconds West for a distance of 241.25 feet to a point, along a curve to the left having a radius of 1057.57 feet and an arc length of 472.73 feet, being subtended by a chord of North 41 degrees 41 minutes 40 seconds West for a distance of 468.81 feet to a point; North 54 degrees 27 minutes 16 seconds West for a distance of 323.86 feet to a point, along a curve to the left having a radius of 619.60 feet and an arc length of 38.84 feet being subtended by a chord of North 53 degrees 21 minutes 14 seconds West for a distance of 38.83 feet to a point, and North 38 degrees 26 minutes 31 seconds East for a distance of 45.75

feet to a point; thence leaving said northerly right-of-way North 88 degrees 27 minutes 12 seconds East for a distance of 482.42 feet to a 1/2" rebar found; THENCE South 89 degrees 03 minutes 02 seconds East for a distance of 100.18 feet to a 1/2" rebar found; THENCE South 89 degrees 06 minutes 31 seconds East for a distance of 355.44 feet to a 1/2" rebar found; THENCE North 46 degrees 37 minutes 17 seconds East for a distance of 28.11 feet to a point; THENCE North 26 degrees 38 minutes 44 seconds East for a distance of 25.70 feet to a point; THENCE North 01 degrees 17 minutes 06 seconds East for a distance of 145.55 feet to a point; THENCE South 88 degrees 33 minutes 13 seconds East for a distance of 3.51 feet to a point; THENCE South 01 degrees 27 minutes 13 seconds East for a distance of 189.43 feet to a 1/2" rebar found, said point being the TRUE POINT OF BEGINNING.

Exhibit "E"

Legal Description for the Shopping Center Tract

All that tract or parcel of land lying in and being part of Land Lots 1055, 1099 and 1100 of the 2nd District, 1st Section, Forsyth County, Georgia which is more particularly described as follows:

Beginning at a 1/2" rebar found lying on the Land Lot corner common to Land Lots 1055, 1056, 1099 and 1100; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 30.00 feet to a point; THENCE North 88 degrees 47 minutes 59 seconds East for a distance of 100.02 feet to a point; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 265.85 feet to a point; THENCE South 54 degrees 52 minutes 54 seconds East for a distance of 14.55 feet to a point; THENCE South 00 degrees 43 minutes 09 seconds West for a distance of 49.84 feet to a point; THENCE South 09 degrees 56 minutes 32 seconds West for a distance of 24.15 feet to a point; THENCE South 17 degrees 09 minutes 41 seconds East for a distance of 15.88 feet to a point; THENCE South 72 degrees 04 minutes 05 seconds East for a distance of 10.54 feet to a point; THENCE South 34 degrees 54 minutes 57 seconds East for a distance of 28.09 feet to a point; THENCE South 60 degrees 09 minutes 19 seconds West for a distance of 21.96 feet to a point; THENCE South 06 degrees 14 minutes 04 seconds West for a distance of 21.62 feet to a point; THENCE South 09 degrees 50 minutes 00 seconds East for a distance of 68.48 feet to a point; THENCE South 16 degrees 42 minutes 51 seconds East for a distance of 53.44 feet to a point; THENCE South 45 degrees 58 minutes 11 seconds East for a distance of 21.96 feet to a point; THENCE South 37 degrees 00 minutes 41 seconds East for a distance of 24.75 feet to a point; THENCE South 22 degrees 00 minutes 12 seconds East for a distance of 19.94 feet to a point; THENCE South 11 degrees 47 minutes 42 seconds West for a distance of 23.47 feet to a point; THENCE South 03 degrees 51 minutes 32 seconds East for a distance of 105.39 feet to a point; THENCE South 03 degrees 12 minutes 01 seconds East for a distance of 51.39 feet to a point; THENCE along a curve to the right having a radius of 62.00 feet and an arc length of 101.51 feet, being subtended by a chord of South 84 degrees 17 minutes 05 seconds East for a distance of 90.55 feet to a point; THENCE along a curve to the right having a radius of 62.00 feet and an arc length of 119.80 feet, being subtended by a chord of South 17 degrees 58 minutes 38 seconds West for a distance of 102.01 feet to a point; THENCE South 19 degrees 54 minutes 06 seconds West for a distance of 32.62 feet to a point; THENCE South 19 degrees 54 minutes 06 seconds West for a distance of 255.80 feet to a point; THENCE South 23 degrees 35 minutes 33 seconds East for a distance of 41.94 feet to a point on the northerly right-of-way of McGinnis Ferry Road; THENCE along said northerly right-of-way along a curve to the right having a radius of 854.37 feet and an arc length of 124.47 feet, being subtended by a chord of North 64 degrees 26 minutes 15 seconds West for a distance of 124.36 feet to a point; THENCE leaving said northerly right-of-way North 28 degrees 20 minutes 55 seconds East for a distance of 25.22 feet to a point; THENCE South 60 degrees 33 minutes 00 seconds East for a distance of 27.65 feet to a point; THENCE North 66 degrees 48 minutes 48 seconds East for a distance of 4.00 feet to a point; THENCE North 19 degrees 54 minutes 06 seconds East for a distance of 166.60 feet to a point; THENCE North 09 degrees 10 minutes 44 seconds West for a distance of 34.74 feet to a point; THENCE North 60 degrees 05 minutes 54 seconds West for a distance of 33.31 feet to a point; THENCE along a curve to the right having a radius of 90.00 feet and an arc

length of 38.71 feet, being subtended by a chord of North 47 degrees 46 minutes 34 seconds West for a distance of 38.41 feet to a point; THENCE North 35 degrees 27 minutes 15 seconds West for a distance of 75.55 feet to a point; THENCE North 35 degrees 27 minutes 15 seconds West for a distance of 106.13 feet to a point; THENCE North 76 degrees 00 minutes 57 seconds West for a distance of 30.39 feet to a point; THENCE South 63 degrees 25 minutes 21 seconds West for a distance of 228.42 feet to a point on the northerly right-of-way of McGinnis Ferry Road; THENCE along said northerly right-of-way the following courses and distances: North 32 degrees 19 minutes 01 seconds West for a distance of 63.68 feet to a point, North 28 degrees 53 minutes 21 seconds West for a distance of 241.25 feet to a point, along a curve to the left having a radius of 1057.57 feet and an arc length of 472.73 feet, being subtended by a chord of North 41 degrees 41 minutes 40 seconds West for a distance of 468.81 feet to a point and North 54 degrees 27 minutes 16 seconds West for a distance of 50.07 feet to a point; THENCE leaving said northerly right-of-way North 51 degrees 32 minutes 49 seconds East for a distance of 146.39 feet to a point; THENCE North 00 degrees 22 minutes 49 seconds West for a distance of 136.31 feet to a point; THENCE North 88 degrees 27 minutes 12 seconds East for a distance of 143.08 feet to a 1/2" rebar found; THENCE South 89 degrees 03 minutes 02 seconds East for a distance of 100.18 feet to a 1/2" rebar found; THENCE South 89 degrees 06 minutes 31 seconds East for a distance of 355.44 feet to a 1/2" rebar found; THENCE North 46 degrees 37 minutes 17 seconds East for a distance of 28.11 feet to a point; THENCE North 26 degrees 38 minutes 44 seconds East for a distance of 25.70 feet to a point; THENCE North 01 degrees 17 minutes 06 seconds East for a distance of 145.55 feet to a point; THENCE South 88 degrees 33 minutes 13 seconds East for a distance of 3.51 feet to a point; THENCE South 01 degrees 27 minutes 13 seconds East for a distance of 189.43 feet to a 1/2" rebar found, said point being the TRUE POINT OF BEGINNING.

Exhibit “F”

Site Plan

See Attached.

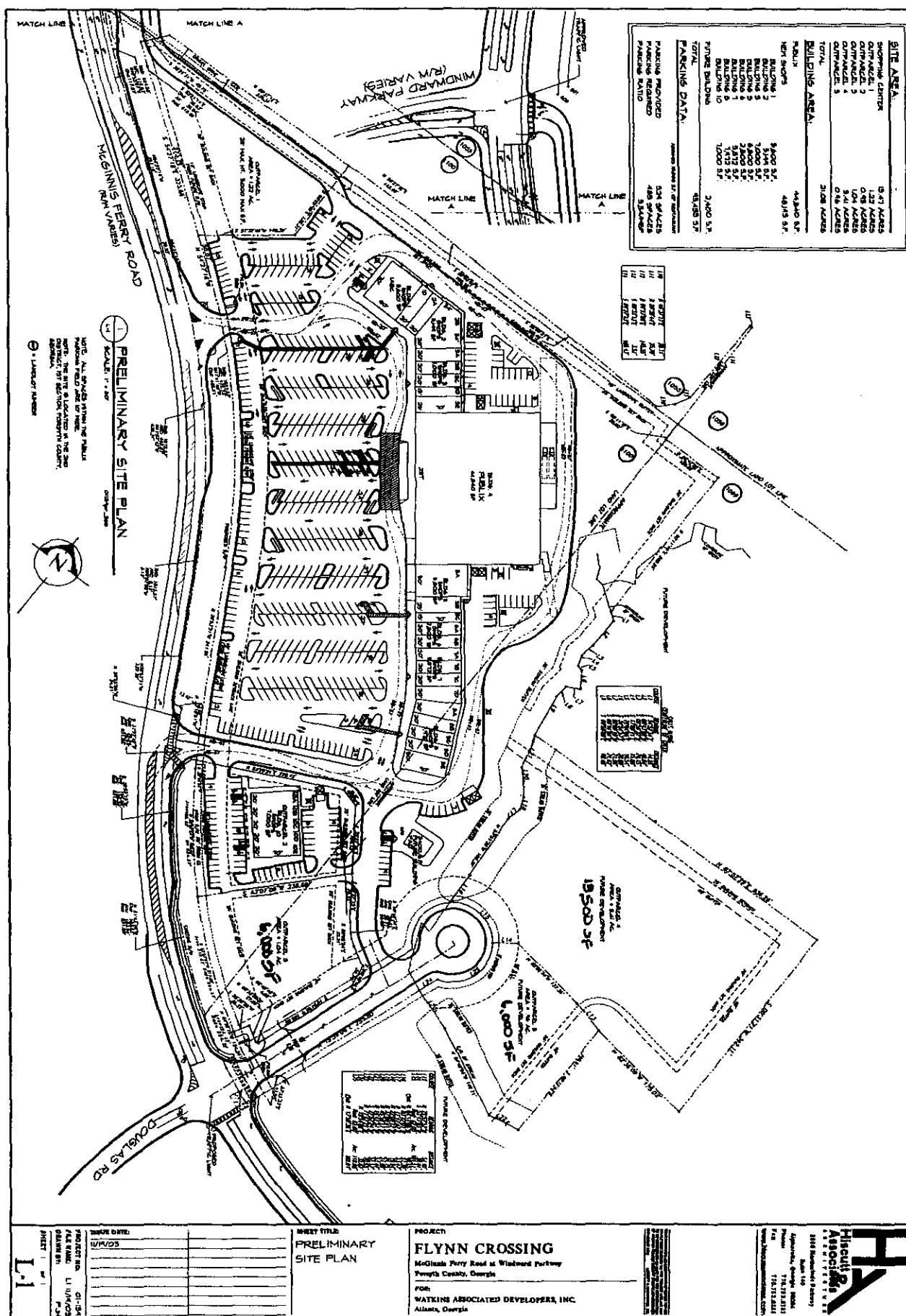


Exhibit “G”

Crosshatched Driveways/Shopping Center Tract

See Attached.

Exhibit "G"

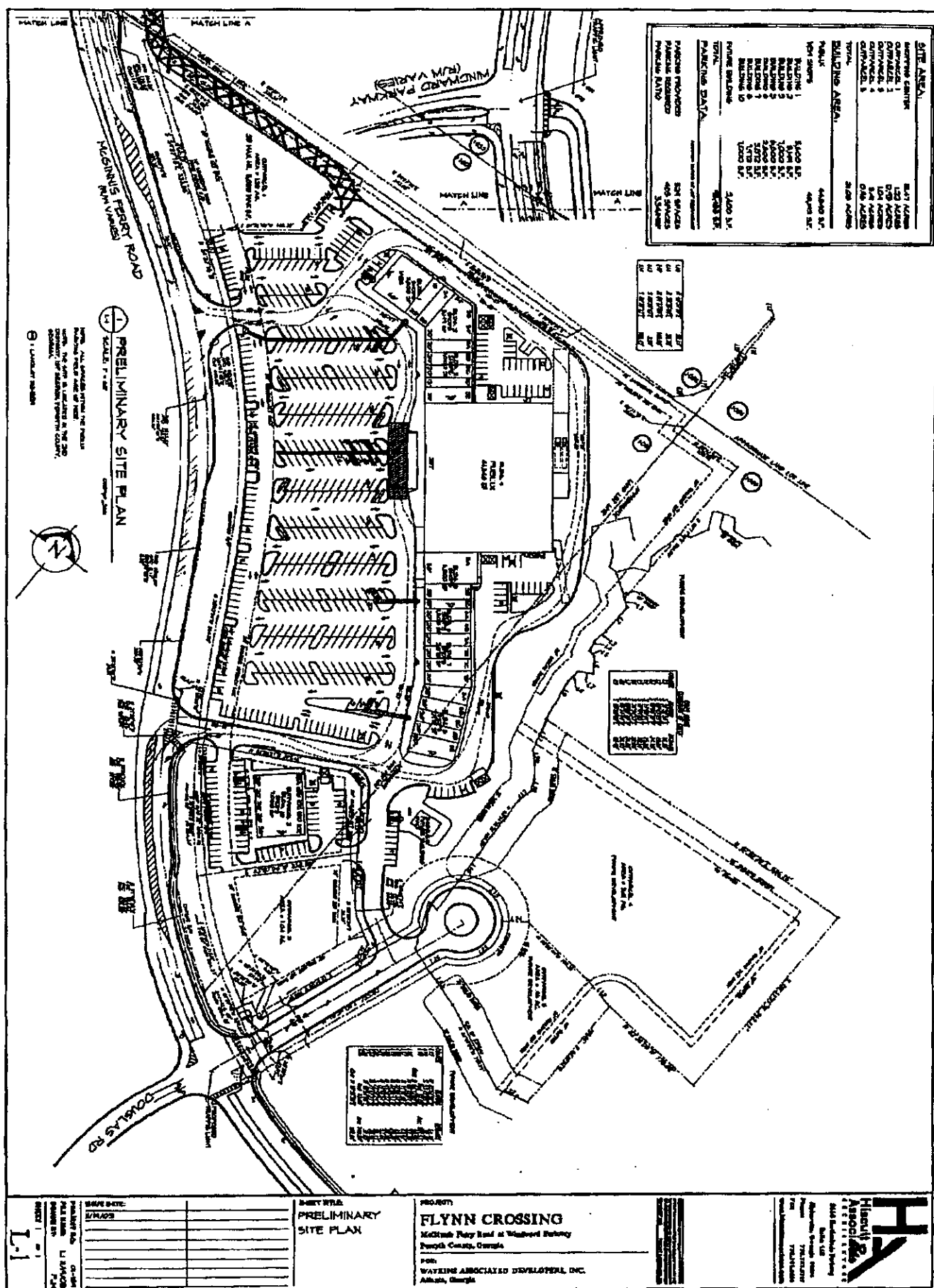


Exhibit “H”

Crosshatched Driveways/Outparcel 1

See Attached.

Exhibit "H"

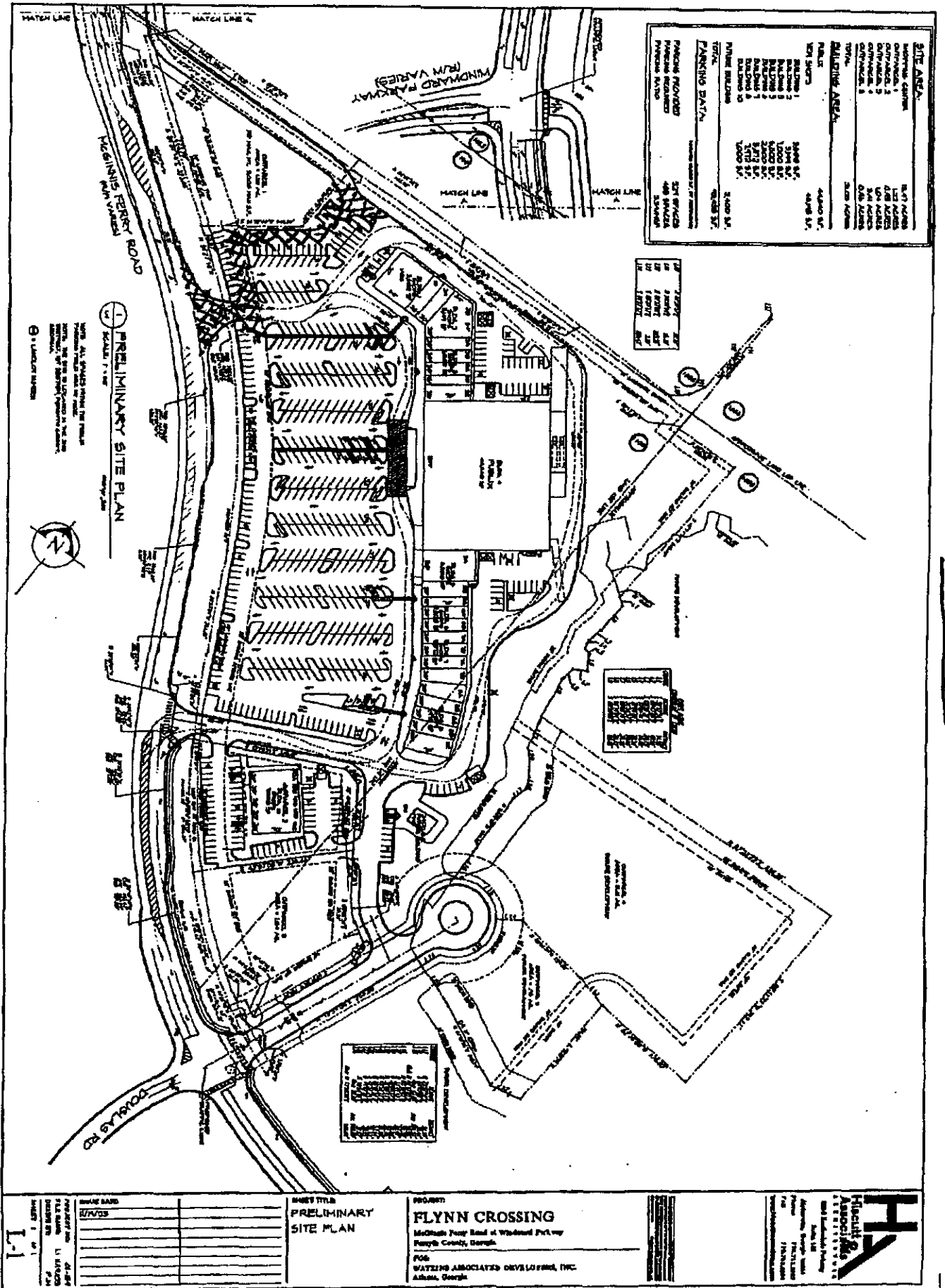
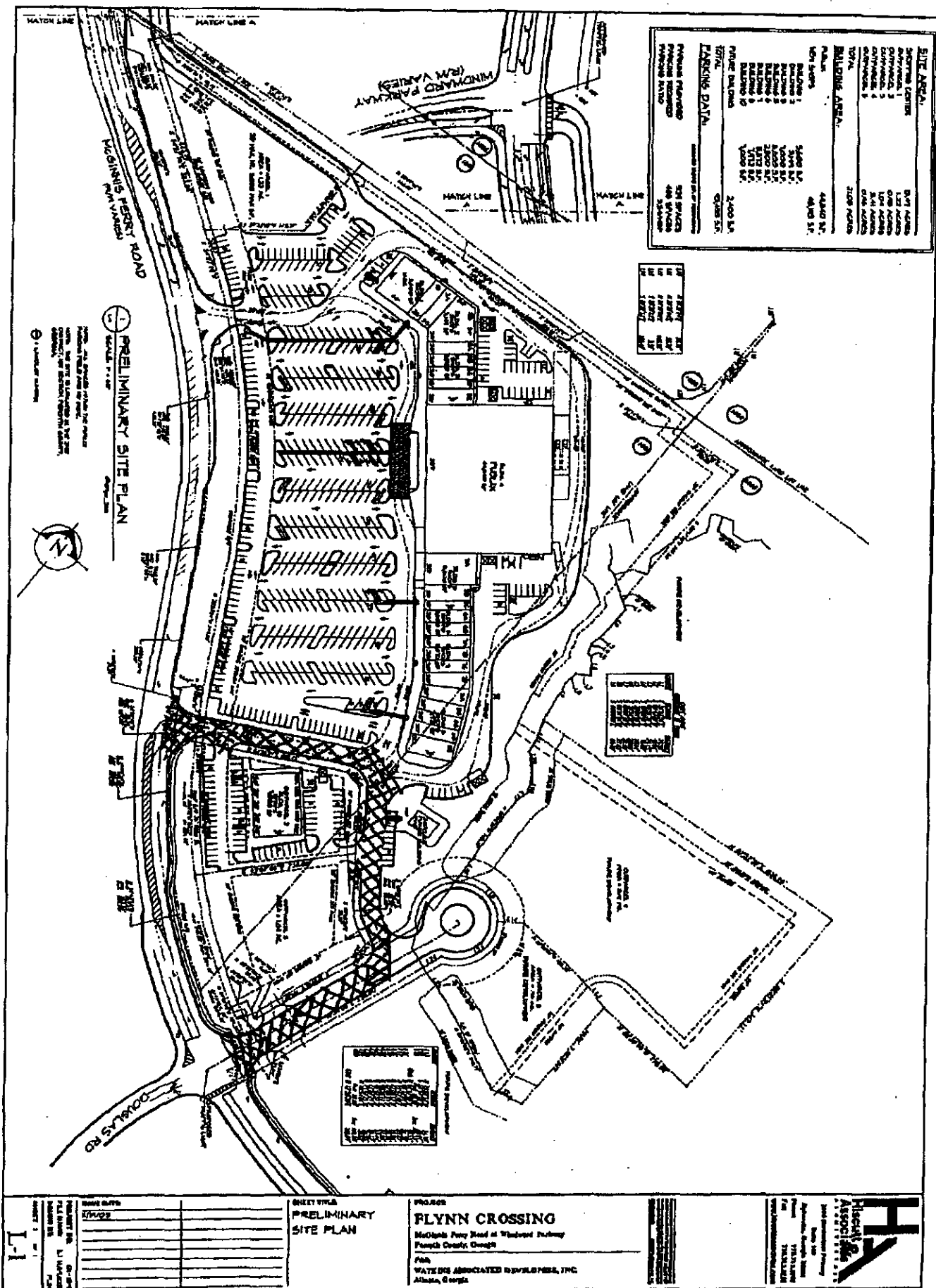


Exhibit “I”

Crosshatched Driveways/Outparcel 2

See Attached.

Exhibit "I"



SITE AREA	
Site Area	100,000 sq. ft.
Building Area	10,000 sq. ft.
Parking Area	10,000 sq. ft.
Landscaping Area	10,000 sq. ft.
Other Area	10,000 sq. ft.
Total	100,000 sq. ft.

BUILDING DATA	
Building 1	10,000 sq. ft.
Building 2	10,000 sq. ft.
Building 3	10,000 sq. ft.
Building 4	10,000 sq. ft.
Building 5	10,000 sq. ft.
Building 6	10,000 sq. ft.
Building 7	10,000 sq. ft.
Building 8	10,000 sq. ft.
Building 9	10,000 sq. ft.
Building 10	10,000 sq. ft.
Total	100,000 sq. ft.

PARKING DATA	
Parking Area	10,000 sq. ft.
Parking Spaces	100
Parking Ratio	1:1
Total	10,000 sq. ft.

FLYNN CROSSING
McGowan Ferry Road at Windward Parkway
Fourth County, Georgia

For: WATKINS ASSOCIATED DEVELOPERS, INC.
Atlanta, Georgia

PRELIMINARY SITE PLAN

Scale: 1" = 100'

Sheet: 1 of 1

HA
Hickory Associates, Inc.
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
Phone: (404) 525-1234
Fax: (404) 525-1235

Exhibit “J”

Crosshatched Driveways/Outparcel 3

See Attached.

Exhibit "J"

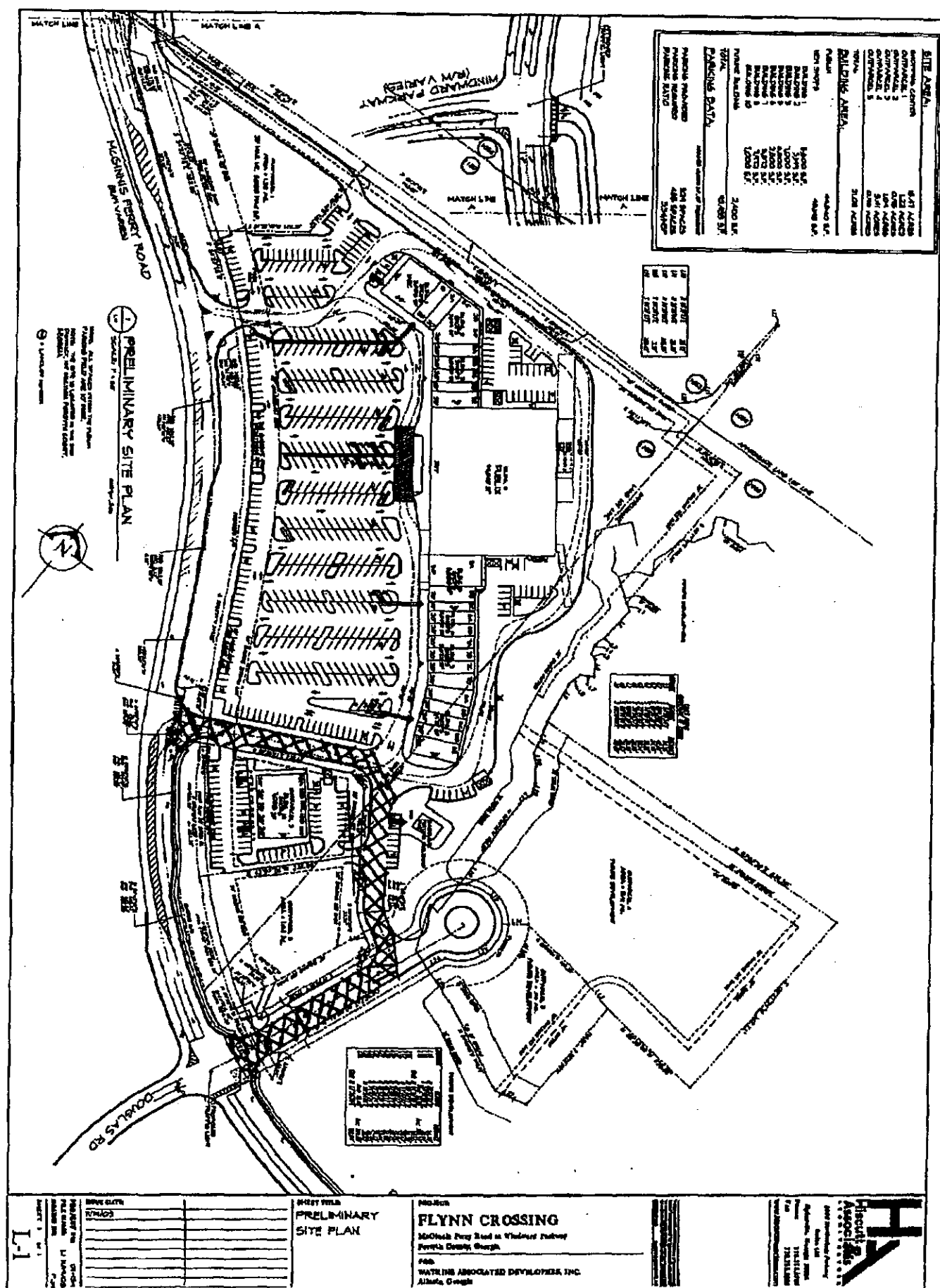


Exhibit "K"

Legal Description for Outparcel 4

All that tract or parcel of land lying in and being part of Land Lot 1099 of the 2nd District, 1st Section, Forsyth County, Georgia which is more particularly described as follows:

Beginning at a 1/2" rebar found lying on the Land Lot corner common to Land Lots 1055, 1056, 1099 and 1100; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 30.00 feet to an iron pin set; THENCE North 88 degrees 47 minutes 59 seconds East for a distance of 100.02 feet to an iron pin set; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 265.85 feet to a point; THENCE South 54 degrees 52 minutes 54 seconds East for a distance of 14.55 feet to a point; THENCE South 00 degrees 43 minutes 09 seconds West for a distance of 49.84 feet to a point; THENCE South 09 degrees 56 minutes 32 seconds West for a distance of 24.15 feet to a point; THENCE South 17 degrees 09 minutes 41 seconds East for a distance of 15.88 feet to a point; THENCE South 72 degrees 04 minutes 05 seconds East for a distance of 10.54 feet to a point; THENCE South 34 degrees 54 minutes 57 seconds East for a distance of 28.09 feet to a point; THENCE South 60 degrees 09 minutes 19 seconds West for a distance of 21.96 feet to a point; THENCE South 06 degrees 14 minutes 04 seconds West for a distance of 21.62 feet to a point; THENCE South 09 degrees 50 minutes 00 seconds East for a distance of 68.48 feet to a point, said point being the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING as thus established North 87 degrees 57 minutes 29 seconds East for a distance of 536.26 feet to a 1/2" pipe found; THENCE South 00 degrees 31 minutes 21 seconds West for a distance of 342.11 feet to a 1/2" pipe found; THENCE North 82 degrees 36 minutes 09 seconds West for a distance of 175.02 feet to a 1/2" rebar found; THENCE North 75 degrees 57 minutes 52 seconds West for a distance of 54.10 feet to a point; THENCE North 82 degrees 06 minutes 34 seconds West for a distance of 127.35 feet to a point; THENCE South 53 degrees 47 minutes 03 seconds West for a distance of 39.44 feet to a point; THENCE along a curve to the left having a radius of 62.00 feet and an arc length of 101.51 feet, being subtended by a chord of North 84 degrees 17 minutes 05 seconds West for a distance of 90.55 feet to a point; THENCE North 03 degrees 12 minutes 01 seconds West for a distance of 51.39 feet to a point; THENCE North 03 degrees 51 minutes 32 seconds West for a distance of 105.39 feet to a point; THENCE North 11 degrees 47 minutes 42 seconds East for a distance of 23.47 feet to a point; THENCE North 22 degrees 00 minutes 12 seconds West for a distance of 19.94 feet to a point; THENCE North 37 degrees 00 minutes 41 seconds West for a distance of 24.75 feet to a point; THENCE North 45 degrees 58 minutes 11 seconds West for a distance of 21.96 feet to a point; THENCE North 16 degrees 42 minutes 51 seconds West for a distance of 53.44 feet to a point, said point being the TRUE POINT OF BEGINNING.

Exhibit “L”

Crosshatched Driveways/Outparcel 4

See Attached.

Exhibit "M"

Legal Description for Outparcel 5

All that tract or parcel of land lying in and being part of Land Lot 1099 of the 2nd District, 1st Section, Forsyth County, Georgia which is more particularly described as follows:

Beginning at a 1/2" rebar found lying on the Land Lot corner common to Land Lots 1055, 1056, 1099 and 1100; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 30.00 feet to an iron pin set; THENCE North 88 degrees 47 minutes 59 seconds East for a distance of 100.02 feet to an iron pin set; THENCE South 00 degrees 11 minutes 19 seconds East for a distance of 265.85 feet to a point; THENCE South 54 degrees 52 minutes 54 seconds East for a distance of 14.55 feet to a point; THENCE South 00 degrees 43 minutes 09 seconds West for a distance of 49.84 feet to a point; THENCE South 09 degrees 56 minutes 32 seconds West for a distance of 24.15 feet to a point; THENCE South 17 degrees 09 minutes 41 seconds East for a distance of 15.88 feet to a point; THENCE South 72 degrees 04 minutes 05 seconds East for a distance of 10.54 feet to a point; THENCE South 34 degrees 54 minutes 57 seconds East for a distance of 28.09 feet to a point; THENCE South 60 degrees 09 minutes 19 seconds West for a distance of 21.96 feet to a point; THENCE South 06 degrees 14 minutes 04 seconds West for a distance of 21.62 feet to a point; THENCE South 09 degrees 50 minutes 00 seconds East for a distance of 68.48 feet to a point; THENCE South 16 degrees 42 minutes 51 seconds East for a distance of 53.44 feet to a point; THENCE South 45 degrees 58 minutes 11 seconds East for a distance of 21.96 feet to a point; THENCE South 37 degrees 00 minutes 41 seconds East for a distance of 24.75 feet to a point; THENCE South 22 degrees 00 minutes 12 seconds East for a distance of 19.94 feet to a point; THENCE South 11 degrees 47 minutes 42 seconds West for a distance of 23.47 feet to a point; THENCE South 03 degrees 51 minutes 32 seconds East for a distance of 105.39 feet to a point; THENCE South 03 degrees 12 minutes 01 seconds East for a distance of 51.39 feet to a point; THENCE along a curve to the right having a radius of 62.00 feet and an arc length of 101.51 feet, being subtended by a chord of South 84 degrees 17 minutes 05 seconds East for a distance of 90.55 feet to a point, said point being the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING as thus established North 53 degrees 47 minutes 03 seconds East for a distance of 39.44 feet to a point; THENCE South 82 degrees 06 minutes 34 seconds East for a distance of 127.35 feet to a point; THENCE South 75 degrees 57 minutes 52 seconds East for a distance of 54.10 feet to a 1/2" rebar found; THENCE South 00 degrees 12 minutes 43 seconds West for a distance of 195.91 feet to a point; THENCE South 77 degrees 57 minutes 24 seconds West for a distance of 51.12 feet to a point; THENCE North 64 degrees 40 minutes 56 seconds West for a distance of 149.71 feet to a point; THENCE North 71 degrees 42 minutes 21 seconds West for a distance of 70.55 feet to a point; THENCE North 19 degrees 54 minutes 06 seconds East for a distance of 32.62 feet to a point; THENCE along a curve to the left having a radius of 62.00 feet and an arc length of 119.80 feet, being subtended by a chord of North 17 degrees 58 minutes 38 seconds East for a distance of 102.01 feet to a point, said point being the TRUE POINT OF BEGINNING

Exhibit “N”

Crosshatched Driveways/Outparcel 5

N^o 79:4x E

