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GWINNETT COUNTY, GA.

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STATE OF GEORGIA

COUNTY OF JACKSON

RICHARD ALEXANDER, CLERK

DECLARATION OF COVENANTS, CONDITIONS AND
RECIPROCAL EASEMENTS

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This Declaration of Covenants, Conditions and Reciprocal Easements is made and declared as of this 23rd day of January, 2013, by WINDER COMMONS, LLC, a Georgia limited liability company, hereinafter referred to as "Declarant". Declarant is the owner of certain property known as Hiaselton Business Centre located in GMD 1765, Jackson County, Georgia, containing a total of 3.89 Acres, consisting of Parcel A containing 1.00 Acres, Parcel B containing 1.00 Acres, and Parcel C containing 1.89 Acres. The parcels are collectively referred to as the "Property". Declarant desires to confirm certain reciprocal easements which currently exist, and to dedicate, create and establish reciprocal easements over and across each parcel contained within the Property for the benefit of each parcel as well as the entire Property.

NOW THEREFORE, for and in consideration of the premises and the benefits to be derived by Declarant and each subsequent owner and successor in title to Parcel A, Parcel B and Parcel C, as depicted in the attached Exhibit "A", which is incorporated herein by reference as a part of this Declaration, Declarant does hereby create, establish, promulgate and declare the covenants, conditions and easements set forth herein for the use and benefit of the Property.

1. Parking and Access. All existing parking, driveways, entrances and access rights exist for the benefit of all three (3) parcels which are subject to this Declaration. These easements shall exist in perpetuity for vehicular and pedestrian traffic in, upon, over and across the parcels in the areas shown on the attached Exhibit "A", which are identified as "existing asphalt parking", "proposed asphalt parking", or "future asphalt parking", together with the curbs and driveways also depicted. Driveway areas shall provide for access to and ingress and egress from each parcel in order that all parcels will have access to GA Highway 53 and Lagree Duck Road. No future use of any parcel shall be allowed or permitted in such a way as to change, alter or diminish the access rights which each parcel now has to the use and enjoyment of said driveway areas. The routine maintenance of the driveway and parking areas shall be considered a common area maintenance expense and shall be shared in accordance with the provisions for common area maintenance hereinafter set forth in this Declaration. Any required repairs to driveway and parking areas shall be allocated in accordance with and in proportion to the total finished square feet of building space located on each of Parcel A, B and C.
2. Storm Drainage and Retention. Declarant hereby affirms that the existing storm water drainage and retention facilities are for the mutual benefit of Parcels A, B and C, and the present and subsequent owners of these parcels. These facilities include existing storm sewer lines, retention areas, ponds, drainage intakes and all facilities related to the handling and detention or retention of storm water in accordance with applicable laws and ordinances. The reciprocal easements for the benefit of each parcel shall cover the areas actually occupied by these facilities, as well as such adjacent area which may be reasonably necessary to maintain, repair and replace any storm water lines and appurtenant facilities in order to control, direct and provide in an orderly way for storm water and surface water runoff detention and retention. The present owners and the future owners of Parcels A, B and C, and each of their

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successors in title, shall have the permanent right to use and enjoy said storm water facilities, and shall have access to such storm water lines, retention areas, ponds and other facilities for the necessary maintenance and repair thereof. The owners of Parcels A, B and C shall be responsible for sharing the costs of maintaining the storm water and detention facilities and for all necessary maintenance and repair expenses incurred in connection with maintaining these facilities. The share of costs allocable to each parcel shall be based on the area of that parcel. (For purposes of illustration only, the share allocable to Parcels A and B, each containing 1.00 Acre, shall be exactly equal, and the share allocable to Parcel C, which contains 1.89 Acres, shall be exactly 1.89 times the share allocable to each of Parcels A and B.)

3. Utility Systems. All existing utility lines and services which exist upon the property and which serve or potentially serve Parcels A, B and C shall continue and remain in place, and such cross-easements as are reasonably required for the maintenance of these lines and services are imposed upon each parcel in order that necessary utility services shall not be interrupted or otherwise interfered with at any time. Each parcel shall have an easement across each other parcel in the event that it becomes necessary to extend utilities, such as water, sewer or septic service, electrical power, natural gas, telephone and cable/fiber optic services, to any building or facilities constructed in the future, or in the event it becomes necessary to relocate such services from time to time. The owner of each parcel shall be responsible for the cost of the installation of additional utility services, or the cost of maintaining utility services located upon that parcel. Further, to the maximum extent possible, all utility services shall be separately metered, so that each parcel shall receive separate billing for the utilities used on that parcel.
4. Sign Easement. Declarant hereby reserves, establishes and declares, for the benefit of Parcels A, B and C, an easement for the erection and maintenance of a monument sign in the westernmost corner of Parcel A, adjacent to the existing right of way of GA Highway 53, which easement shall be approximately square in shape and have dimensions of 20 x 20 x 20 x 20 feet. Either Declarant or the owner of Parcel A, Parcel B or Parcel C shall have the right to erect a monument sign in this location for the benefit of all of the Parcels. Any such sign shall conform to all existing ordinances, and the party erecting the sign shall use reasonable efforts to secure the approval of the owners of Parcels A, B and C of the size and appearance of the sign. The cost of the erection of the sign shall be shared equally by the owners of Parcels A, B and C, subject, however, to the final approval of Declarant.
5. Use of Easements. All easements created, established, declared or reaffirmed by this Declaration are for the use of the owners of Parcels A, B and C, and their tenants and business invitees. Other than as established and created by this Declaration, no additional easement rights shall be implied or considered to have been granted, although Declarant reserves the right to amend this Declaration, either to provide for easements which are not contemplated at this time or for the purpose of adding additional adjacent property or properties to this Declaration. At such time as Declarant ceases to own an interest in any of the Property covered by this Declaration, the rights of the Declarant established herein shall pass to the owners of the Property subject to this Declaration. This Declaration may be amended at any time by the approval of all of the owners of property affected by the Declaration.
6. Taxes. The owners of each of Parcels A, B and C, as well as any other property affected by this Declaration in the future, shall be responsible for the payment of all property taxes.

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affecting that owner's parcel, regardless of any common area or common use improvements which may be located upon each parcel

- 7. Common Area Maintenance. The owners of Parcels A, B and C shall share costs associated with routine maintenance of the driveway and parking areas, as well as landscaping, lighting which serves the parking lots and entrances, and lawn sprinkling and irrigation systems. The cost of all such common area maintenance shall be allocated to each parcel based on the total finished square feet of building space located on each parcel from time to time. Declarant, for so long as Declarant owns any part of the Property, shall be responsible for making and calculating all such allocations. At such time as Declarant ceases to own any part of the Property, the responsibility for allocating and providing for the common area maintenance shall be that of the owners of the parcels, or a majority of them.
- 8. Self-Help. In the event that the owner of any parcel, after reasonable written notice, fails or refuses to perform any maintenance required by this Declaration, or to pay the share of the maintenance expense for which that owner is obligated, then either Declarant or the owner of any other parcel may take any and all efforts authorized by this Declaration or by applicable law to perform required maintenance and collect the costs thereof from the party or parties responsible for such maintenance under this Declaration.

This Declaration and the easements, rights and privileges granted herein shall be binding upon and shall inure to the benefit of Declarant and its successors and assigns, as well as the successors in title to Parcels A, B and C. All of the easements, rights and privileges set forth herein shall be appurtenant to and shall run with the title to the Property and each component parcel. Any conveyance of title to any individual parcel shall be subject to the rights, privileges, duties and obligations contained in this Declaration regardless of whether or not specific mention is made of the Declaration, and regardless of whether or not a specific conveyance or assignment is made of the rights, privileges, duties and obligations contained herein

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

DECLARANT:

WINDER COMMONS, LLC, a Georgia limited liability company

By: [Signature]
Name: Edo J. Price
Title: President

Signed, sealed and delivered in the presence of:

[Signature: Courtney Brown]
Unofficial Witness

[Signature: Lisa Giles]
Notary Public

My commission expires: 12-6-13

LISA GILES
NOTARY PUBLIC
Jackson County
State of Georgia
My Comm Expires Dec. 6, 2013