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Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Prepared by and after recording
return to:
John W. Griffin
Troutman Sanders LLP
600 Peachtree Street, N.E.
Suite 5200
Atlanta, Georgia 30308-2216

**MASTER DECLARATION OF COVENANTS AND EASEMENTS
FOR WESTSIDE**

THIS DECLARATION (hereinafter referred to as the "Declaration") is made as of the 15th day of December, 2003 by COUSINS PROPERTIES INCORPORATED, a Georgia corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of those certain tracts or parcels of real property more particularly described on Exhibit "A" hereto and being shown on the reduced copy of the survey attached as Exhibit "B" hereto (hereinafter referred to as the "Entire Property"); and

WHEREAS, Declarant has determined the desirability of the creation, establishment and reservation of certain covenants as provided herein which shall run with the Entire Property and of certain easements for the benefit of Declarant, all as more particularly hereinafter provided.

NOW, THEREFORE, in order to implement the foregoing purposes, Declarant, as owner of the Entire Property, does hereby declare and establish as follows:

1. Definitions. The following words and terms used or referred to in this Declaration or any amendment or modification hereof shall have the following meanings:

"Acreage" shall mean and refer to the acreage of a Site or the Entire Property, as the case may be, determined by a survey thereof (to the nearest one-hundredth of an acre) in accordance with the minimum standards of Georgia law by a surveyor registered in the State of Georgia and selected or approved by Declarant.

"Additional Property" shall mean and refer to any tracts or parcels of property from time to time subjected to the terms and provisions of this Declaration pursuant to Paragraph 9.13 of this Declaration.

the United States Environmental Protection Agency (the "EPA") or the lists of toxic pollutants designated now or hereafter by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, ("CERCLA") or any Superfund law or any Superlien law or any other Federal, state or local statute, law, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or any time hereafter in effect.

"Landscape Areas" shall mean a strip of land twenty (20) feet in width inside and along any Site's boundary line(s) adjoining the Public Road Rights-of-Way of Maxwell Road, Hembree Road, Morrison Parkway, Center Bridge Road and Westside Parkway and a strip of land ten (10) feet in width inside and along any Site's boundary line(s) adjoining any other Public Road Right-of-Way, excepting the portions of such strips necessary for ingress and egress to the interior of the applicable Site.

"Membership Association" shall have the meaning set forth in Paragraph 9.12 hereof.

"Owner" shall mean and refer to any and all of the owners (including Declarant) and long term ground lessees of fee simple title to all or any portion of the land comprising the Entire Property as shown by the real estate records of the Clerk of the Superior Court of Fulton County, Georgia; provided, however, the term "Owner" shall not mean and refer to (i) the holder of any Security Instrument encumbering or affecting the title to all or any portion of the land comprising the Entire Property unless and until the holder thereof shall become a mortgagee in possession following a default under such Security Instrument or shall acquire fee simple or long term ground leasehold title thereto pursuant to the foreclosure of its Security Instrument, the exercise of any power of sale contained therein, or any deed or proceeding taken in lieu of foreclosure with respect thereto, and (ii) any lessee (other than a long term ground lessee), tenant or licensee of any Owner (for purposes hereof, a long term ground lessee shall mean a lessee under a ground lease having a term of at least ten (10) years); and provided further that in the event, and for so long as, any portion of the land comprising the Entire Property is subjected to a declaration of condominium in accordance with Georgia law (including without limitation, residential, office or other condominiums) and such portion is held in a condominium form of ownership, all of such portion of the Entire Property shall be deemed to be one Site for purposes of this Declaration, and the Owner of such Site shall be deemed to be (i) the declarant of such declaration of condominium until formation of a condominium association and (ii) the condominium association following the formation thereof; and provided further that in the event, and for so long as, any portion of the land comprising the Entire Property is developed for fee simple townhomes, all of such portion of the Entire Property shall be deemed to be one Site for purposes of this Declaration, and the Owner of such Site shall be deemed to be (i) the developer of such fee simple townhome development until formation of a homeowner's association and (ii) the homeowner's association following the formation thereof.

by Declarant or the Membership Association in enforcing this Declaration, (xii) arbitration costs incurred by Declarant or the Membership Association under the penultimate paragraph of Paragraph 5.1 hereof, (xiii) expenses of forming and operating the Membership Association, if a Membership Association is formed under Paragraph 9.12 hereof, (xiv) the costs of the insurance maintained by Declarant (or the Membership Association) under Paragraph 7.2 hereof, and (xv) an administrative charge in an amount equal to fifteen percent (15%) of the total of the foregoing costs (excluding costs of insurance maintained by Declarant or the Membership Association under Paragraph 7.2 hereof), exceeds (b) the amounts paid by governmental authorities and others (excluding, however, any and all amounts paid by or on behalf of any one or more of the Owners) towards the payment of the costs referred to in (a) above. Declarant shall have no obligation to install or maintain any landscaping, sprinkler systems, irrigation systems or lighting systems. Declarant shall have no obligation to provide or make available any such security patrols or services or private transportation system, or to continue to provide or make available any security patrols or services or private transportation system which may at any time be provided or made available.

"Site" shall mean and refer to any portion of the land comprising the Entire Property, the title to which is vested in an Owner.

2. Applicability. Declarant hereby declares that the Entire Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the easements and covenants set forth in this Declaration. These easements and covenants are and shall be construed to be easements and covenants running with the land, shall be perpetual in duration and shall be binding upon each and every Owner and their heirs, successors and assigns.

3. Easements.

3.1. Entrance Areas. Declarant does hereby establish, create and reserve for Declarant and does hereby grant to Declarant, its heirs, successors and assigns, perpetual, nonexclusive easements over, under, across and through the Entrance Areas for the construction, replacement, repair and maintenance of landscape walls, retaining walls and slopes, and the installation, maintenance and replacement of landscaping, irrigation systems and general identification and directional signs for Westside.

3.2. Common Drainage Areas. Declarant does hereby establish, create and reserve for Declarant and does hereby grant to Declarant, its heirs, successors and assigns, a perpetual, nonexclusive right and easement over, under, across and through the Common Drainage Areas in order to install, maintain, use, repair and replace storm and surface water drainage, retention, detention and discharge systems and facilities within such Common Drainage Areas.

3.3. Work. The installation, maintenance, repair and replacement by Declarant of any landscaping, sprinkler systems, irrigation systems and/or lighting systems within the Public Road Right-of-Way and of any storm and surface water drainage, retention, detention and discharge

systems and facilities within the Common Drainage Areas (i) shall comply with all applicable requirements of Fulton County, Georgia, and the City of Alpharetta, Georgia, (ii) to the extent performed, shall be performed in a good and workmanlike manner in accordance with good and consistent engineering standards and, with respect to any maintenance, repair and replacement, in accordance with the standards used in the original construction of the items in question, but in no event to a standard less than the current applicable governmental standard, (iii) subject to the temporary inconvenience inherent in connection with such work, shall not interfere with the beneficial use of the applicable Sites by the Owners thereof (Declarant shall in good faith attempt to give the affected Owners advance notice of such work, which notice may be in writing, in person, by telephone or by any other means which are reasonable under the circumstances), and (iv) to the extent performed, shall be prosecuted with due diligence to completion. References in this Declaration to the performance of work in accordance with the applicable requirements of Fulton County, Georgia, or the City of Alpharetta, Georgia, and words of similar import, are intended to require compliance with those requirements, if any, applicable to the work specified.

4. Maintenance Rights and Obligations; Allocation of Shared Costs.

4.1. Maintenance by Declarant; Maintenance Obligations of Owners. Declarant shall have the right, but not the obligation, to maintain and repair any and all landscaping, sprinkler system, irrigation systems and lighting systems installed by Declarant within the Public Road Right-of-Way, and any costs of such maintenance and repair incurred by Declarant shall be included as Shared Costs under the Declaration; provided, however, to the extent the need for maintenance or repairs to any such landscaping, sprinkler systems, irrigation systems and lighting systems located in the Public Road Right-of-Way is caused by the negligence or willful misconduct of an Owner, or such Owner's agents, tenants, or employees, such Owner shall bear the cost of such maintenance or repairs. Any storm and surface water drainage, retention, detention and discharge systems and facilities installed by Declarant within the Common Drainage Areas shall be maintained and repaired by Declarant in good serviceable order, condition and repair, and consistent with all governmental codes and ordinances applicable thereto, reasonable wear and tear excepted; provided, however, to the extent the need for maintenance or repairs to any such systems or facilities is caused by the negligence or willful misconduct of an Owner, or such Owner's agents, tenants or employees, such Owner shall bear the cost of such maintenance or repairs.

4.2. Allocation of Shared Costs. The Shared Costs shall be shared by each of the Owners in accordance with the ratio of the Acreage of such Owner's Site as compared to the Acreage of the Entire Property. Each year, Declarant shall prepare a budget of the estimated Shared Costs to be incurred during the calendar year and shall distribute such budget to the Owners on or before November 30 of the calendar year preceding the calendar year for which the budget was prepared. Each Owner shall pay to Declarant monthly, in advance, such Owner's pro rata share of the estimated Shared Costs as shown by the budget distributed by Declarant, and subject to the limitations set forth above. Such payments shall be due and payable on the first day of each month. Declarant may adjust the monthly payments hereunder in the event that as of

supervision of an architect and engineer licensed to practice architecture and engineering in the State of Georgia and shall include:

- (a) A site plan showing the location of all buildings or other structures to be constructed upon the Site as well as the location of all entrances, exits, signs, bridges, driveways, walkways, parking areas (including, without limitation, parking space detail) and other pertinent material.
- (b) Complete details as to the grading, drainage, utility service, paving, exterior lighting, landscaping and screening, which Plans shall show the location of the building or buildings upon the Site, and the set-back of such buildings from all streets or roads which abut the Site, the right being reserved to the Declarant to establish individual set-back requirements for each Site.
- (c) Front, side and rear elevation drawings, including floor and roof plans, for all buildings and structures.
- (d) Wall sections.
- (e) Detailed identification of construction materials and colors.
- (f) Detailed signage drawings, including color samples.

The Declarant reserves to itself the sole and exclusive authority to approve all such Plans or to disapprove the same, and the Declarant will disapprove such proposed Plans only if it deems, in its reasonable discretion, (1) that the improvements (including landscaping) contemplated by such Plans are not in accordance with its construction standards or the requirements of this Declaration, (2) that such improvements will detract from the attractiveness of the Entire Property or will be unsuitable, undesirable or inappropriate for aesthetic reasons, (3) that the exterior design, color scheme, finish, proportions, style of architecture, height, appearance or materials of the proposed improvements are objectionable, (4) that the grading or drainage plans are unsatisfactory, (5) that the location and capacity of the driveways and parking areas within the proposed improvements are unsatisfactory, or (6) that the Plans do not include such information as is reasonably required by the Declarant.

The Declarant shall be allowed thirty (30) days within which to examine the Plans and to advise the Owner of its approval or disapproval of the same; provided, however, that the failure of the Declarant to advise the Owner within such thirty (30) day period shall be deemed to constitute the approval of the Plans by the Declarant. If the Declarant shall disapprove any Plans, it shall give its reasons therefor and the Owner shall not commence construction until the Plans have been revised so as to meet the Declarant's reasonable objections and until the Declarant's approval of such revised Plans has been obtained.

In furtherance of the foregoing, but without in any way limiting the right of the Declarant to approve all Plans as aforesaid, the following standards shall be applicable:

- (i) All exposed exterior surfaces of any buildings or structures shall be properly finished prior to the occupancy or use of the same.
- (ii) No used materials shall be incorporated in, on or into the exterior surfaces of any buildings or other structures without the express written consent of the Declarant.
- (iii) All utilities, including telephone service, to any buildings or other structures shall be placed underground.
- (iv) All buildings and other structures and improvements shall be constructed and maintained at all times in accordance with all applicable building codes, ordinances, rules and regulations of all governmental authorities having jurisdiction.
- (v) Water towers, storage tanks, processing equipment, cooling towers, vents, hoods, transformers, utility boxes, telecommunications and other mechanical equipment, dumpsters, loading docks and other loading and unloading facilities, and any other like structures of equipment shall be fully screened and hidden from public view at least eight (8) feet above ground level from the exterior boundaries of the Site.
- (vi) The Landscape Areas of each Site shall be fully landscaped, in conformity with the standards of the Declarant, the City of Alpharetta and/or any other applicable governmental authority, so as to provide an attractive landscaped area adjacent to the applicable Public Road Rights-of-Way. Declarant may elect to require (as one of its standards) that the Landscape Areas be planted in grass which is identical to the grass planted in the shoulder of the Public Road Right-of-Way adjacent to the Landscape Areas. All other portions of the Site not covered by buildings, driveways, parking areas, walkways or other similar improvements shall also be attractively landscaped in conformity to the standards of Declarant.
- (vii) The Owner's Plans (and preliminary plans) shall, in all respects, comply with "The Westside Design Control Guidelines" as prepared by the Declarant and as in effect at the time of the preparation of such preliminary or final Plans.
- (viii) Only those signs approved by Declarant in connection with the Plans shall be permitted on the Site or the exterior of any structure located thereon. For all purposes of this Declaration, a "sign" is defined as the use of any letters, words, numerals, figures, devices, designs, logos or trademarks by which anything is made known, including, without limitation, any depiction of an individual, firm, professional or business name or description which is visible to the general public. Any sign submitted to Declarant for its approval shall comply with "The Westside Design Control Guidelines" as prepared by the

threat to public health or to the environment or would necessitate a "response action", as that term is defined in CERCLA, and so long as such Owner strictly complies or causes compliance with all laws, statutes, rules, orders, regulations, ordinances and decrees concerning the use or storage of such Hazardous Substances.

(iv) No activity shall be permitted which would violate any applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction or any governmental permit or certificate of occupancy.

(v) Waste materials, rubbish, trash and discarded matter shall be stored in containers to be approved by Declarant and at locations to be designated on the Owner's approved Plans which shall be screened and hidden from public view at least eight (8) feet above ground level from the exterior boundaries of the Site. No incinerators shall be kept, used or maintained on any portion of the Entire Property.

(vi) No excavations shall be made on, and no sand, gravel or soil shall be removed from, any Site, excepting only in connection with the construction and/or repair of improvements thereon. Upon completion of construction, all exposed openings shall be backfilled and all disturbed ground shall be graded, leveled, and either paved or landscaped pursuant to the approved Plans.

(vii) No Owner shall make or establish curb cuts or access ways for vehicular traffic to and from its Site and public or private rights-of-way, other than as set forth in the approved Plans and as approved by all applicable governmental authorities.

(viii) No Site shall be used for the following operations, occupations or uses: mobile home parks; trailer courts; labor camps; junkyards; salvage yards; distillation of bones; dumping, disposal, incineration or reduction of garbage, sewage, dead animals or refuse or transfer station for refuse; fat renderings; stockyard or slaughter of animals; lockers for frozen food or cold storage (except within grocery stores or restaurants); smelting of iron, tin, zinc or other ores or welding shop; refining of petroleum or of its products; funeral parlors, mortuaries, cemeteries or mausoleums; a jail or a penal, detention or correction facility; machine shop, tire retreading, auto body shop or auto service repair facility, provided that gasoline service stations may be permitted on Sites specifically designated by Declarant; mining, quarrying, drilling or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth; concrete plant; temporary or portable or permanent sawmill; sewage treatment or disposal plant; breeding or boarding kennel; animal hospital for large animals; industrial or heavy manufacturing facility; mini-warehouse facility (provided that a climate controlled storage facility shall be permitted on Sites specifically designated by Declarant, and office warehouses shall be permitted); massage parlor; industrial laundry facilities, dry cleaning plant (provided that stations limited to pick-up and delivery are not prohibited); adult entertainment facility, adult bookstore or adult video tape store (defined as a store with a

8.2. Priority of Lien. The liens provided for in Paragraphs 4.2 and 7.1 hereof shall be subordinate to the lien of ad valorem taxes, to the lien and security title of any bona fide first priority Security Instrument, and to the lien and security title of any other bona fide Security Instrument held by an institutional lender unaffiliated with the Owner executing such Security Instrument or then owning the Site encumbered thereby, which Security Instrument encumbers the fee simple title to, or long term leasehold interest in, the portion of the Entire Property subject to such lien if, but only if, all liens and charges with respect to such portion of the Entire Property and authorized herein, and which are filed of record prior to the date that such Security Instrument is filed for record, have been paid. The only lien arising hereunder which shall have priority over any such Security Instrument described in the immediately preceding sentence shall be a lien which has been filed of record prior to the date such Security Instrument is filed for record. The liens provided for in Paragraphs 4.2 and 7 hereof shall be superior to all other liens and charges except as provided above in this Paragraph 8.2.

8.3. Exempt Property. All interests in portions of the Entire Property owned by or otherwise dedicated in compliance with this Declaration to any political subdivision or public or private utility company shall be exempt from the assessments and liens created herein.

9. Miscellaneous.

9.1. Constructive Notice and Acceptance. Every person or entity which now has or hereafter acquires any right, title, estate, or interest in or to any portion of the Entire Property is and shall conclusively be deemed to have consented and agreed to and be bound by all of the covenants and agreements contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires its interest in said portion of the Entire Property.

9.2. Interpretation. This Declaration shall be governed by and construed in accordance with the laws of the State of Georgia, and the usual rule requiring a document to be construed most strictly against the party drafting such document shall be inapplicable to this Declaration.

9.3. Enforcement. The violation or breach of any covenant herein contained shall give Declarant and any Owner, after notice of such violation or breach has been given to the defaulting Owner, the right to prosecute a proceeding at law or in equity against the person or entity which has violated or is attempting to violate any of the covenants and agreements contained herein, and to enjoin or prevent such party from doing so or to cause said violation to be remedied or to recover damages for said violation, which rights shall be in addition to, and not to the exclusion of, the rights of enforcement granted under the express terms of this Declaration. Any failure to enforce any covenants contained herein shall in no event be deemed to be a waiver of the right to do so thereafter nor of any right to enforce any other covenant hereof. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive. In the event that this Declaration is, for any reason whatsoever, unenforceable in whole or in part, in a court of law or otherwise, Declarant shall have no liability of any kind as a result of such

unenforceability, and each and every Owner, by acceptance of a deed conveying a Site, acknowledges that Declarant shall have no such liability. No liability shall be imposed on Declarant for any loss, damage or injury arising out of or in any way connected with the performance, non-performance, partial performance or non-conforming performance of the duties of Declarant hereunder except for costs or damages proximately caused by the failure of Declarant to comply with the obligations of Declarant hereunder, but expressly excluding consequential damages, and except for costs or damages proximately caused by the willful misconduct or bad faith of Declarant. In reviewing any matter, Declarant shall not be responsible for reviewing such matter from the standpoint of engineering or structural design, quality of materials, feasibility or safety, whether structural, fire, security or otherwise. Likewise, no approval of or consent to any matter shall be deemed an acknowledgment or representation that such matter conforms with building codes or other governmental laws, ordinances or regulations. Declarant shall in no event be liable in damages to anyone submitting any matter to Declarant for approval or consent, or to any Owner of property affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the consent, approval or disapproval or failure to approve, disapprove, or consent to any such matter, except to the extent such damages are due to the willful misconduct or bad faith of Declarant. Every person who submits matters to Declarant for approval or consent, and every Owner, agree that neither such person nor any Owner will bring any action or suit against Declarant or the officers, directors, shareholders, employees, or agents of Declarant to recover any such damages and hereby release, remise, quitclaim, and covenant not to sue for all claims, demands, and causes of action arising out of or in connection with any mistake in judgment, negligence or nonfeasance and hereby waive the provisions of any laws which provide that a general release does not extend to claims, demands, and causes of action not known at the time the release is given. Declarant shall be under no obligation to take any action to enforce the terms of this Declaration.

9.4. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Declaration valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, such holding shall not affect the validity of the remainder of this Declaration or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable.

9.5. Notice. Following any Owner's acquisition or long-term ground leasing of a Site, such Owner shall notify the Declarant of such Owner's address for purposes of the furnishing of notices in connection with this Declaration. The Declarant shall maintain a record of the notice addresses furnished by the Owners of Sites, and the Declarant shall make such records available for review by the other Owners upon request. Except as expressly otherwise provided in and with respect to notices under Paragraph 3.3 of this Declaration, every notice, demand, consent, approval or other document or instrument required or permitted to be served upon any Owner shall be in writing and shall be deemed to have been duly served on the date it is personally

County, Georgia) and recording of such assignment in the real estate records of Fulton County, Georgia, said assignee shall, to the extent of such assignment, assume, and be deemed to have assumed, Declarant's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Upon such assignment and recording, and to the extent thereof, Declarant shall be relieved from all liabilities, obligations and duties hereunder arising from and after the date of such assignment. Anything contained elsewhere herein to the contrary notwithstanding, the mere conveyance or transfer of ownership of land within the Entire Property by Declarant to any person or party, whether by deed or other instrument of conveyance, shall in no way convey any right, power or reservation of Declarant hereunder. The successor to the then Declarant by reason of any merger or consolidation of the then Declarant shall automatically be deemed to have assumed Declarant's duties hereunder and shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein.

9.12. Membership Association. Declarant may elect at any time to organize and form a non-profit membership corporation (the "Membership Association") under the laws of the State of Georgia, the members of which shall be the Owners under this Declaration. The principal purpose of the Membership Association shall be to accept an assignment from Declarant of the rights, powers and reservations of Declarant hereunder and to assume and thereafter perform the duties of Declarant under this Declaration as provided in Paragraph 9.11 above. In the event Declarant shall elect to organize and form the Membership Association, Declarant shall give written notice of the formation of the Membership Association to each Owner, and each Owner shall automatically be a member of the Membership Association. The Membership Association shall have only one (1) class of voting membership, and each Owner shall be entitled to the number of votes which is equal to one hundred (100) multiplied by the Acreage owned by such Owner (rounded to the nearest one hundredth of an acre). The Membership Association shall have the right to impose upon or collect from the Owners only such sums and amounts for which provisions are made and set forth in this Declaration (including, without limitation, the Shared Costs), and the Membership Association shall not have the right to impose any other assessments upon or against the Owners or any Site. The initial meeting of the members of the Membership Association shall be held within sixty (60) days after the formation of the Membership Association on a date and time designated by the Declarant in a written notice to the Owners at least fifteen (15) days prior to the date of such meeting. At such initial meeting, the members shall elect a Board of Directors of the Membership Association to replace the initial members of the Board of Directors designated by Declarant in connection with the formation of the Membership Association. All matters concerning the meetings of members of the Membership Association, including the time and manner in which notice of any of said meetings shall be given to said members and the quorum required for the transaction of business at any of said meetings shall be as specified in the by-laws of the Membership Association, as amended from time to time, or by law. The votes of the members shall be cast under such rules and procedures as may be prescribed in the by-laws of the Membership Association, as amended from time to time, or by law. Officers of the Membership Association shall be elected by the Board of

Directors of the Membership Association as prescribed in the by-laws of the Membership Association, as amended from time to time, or by law.

9.13. Additional Property.

9.13.1 Declarant may at any time and from time to time add one or more tracts or parcels of property designated by Declarant to the property subjected to and benefited by the terms and conditions of this Declaration, but only with the written consent of any and all of the owners and long term ground lessees of the fee simple title to all or any portion of tract(s) or parcel(s) being subjected to this Declaration [for purposes of this Paragraph 9.13.1, "owner" shall include the holder of any Security Instrument encumbering or affecting the title to all or any portion of the applicable tract(s) or parcel(s), but shall not include any lessee (other than a long term ground lessee), tenant or licensee of any owner]. Upon each addition of property, the Owners of Sites therein shall have all the rights and duties of an Owner of a Site now subject to the terms of this Declaration, and the property so added shall be deemed to be for all purposes a portion of the Entire Property, as defined in this Declaration.

9.13.2 Declarant shall add property to the property subjected to and benefited by terms and conditions of this Declaration by an amendment to the Declaration, executed in the manner this Declaration is executed, joined in by any and all of the owners and long term ground lessees of the fee simple title to all or any portion of tract(s) or parcel(s) being subjected to this Declaration [for purposes of this Paragraph 9.13.2, "owner" shall include the holder of any Security Instrument encumbering or affecting the title to all or any portion of the applicable tract(s) or parcel(s), but shall not include any lessee (other than a long term ground lessee), tenant or licensee of any owner]. The amendment shall cross-reference this Declaration and the recording information hereof. The addition of such property shall be effective immediately upon the recordation of such amendment in the public records of Fulton County, Georgia. Any such amendment to add property to the property subjected to the terms of this Declaration may be executed without the joinder or consent of any other Owners, except that the joinder of any and all of the owners and long term ground lessees of the fee simple title to all or any portion of tract(s) or parcel(s) being subjected to this Declaration shall be required.

9.13.3 Declarant shall not be obligated to subject any additional property to the terms of this Declaration.

9.14. Estoppel Certificate. Upon payment of such reasonable fee as shall be determined from time to time by Declarant and upon request of an Owner in connection with the sale, long term ground lease, financing or refinancing of such Owner's Site, Declarant will execute and deliver a certificate in favor of the applicable ground lessee, lender or purchaser certifying (i) the amount of the monthly payment next due from such Owner pursuant to Paragraph 4.2 of this Declaration, the date of the last monthly payment by such Owner, and the amount of monthly

payments of Shared Costs then due from such Owner, (ii) the amount, if any, then due Declarant from such Owner under Paragraph 7.1 of this Declaration, and (iii) whether, to the best of Declarant's knowledge, such Owner is in default of any of its other duties or obligations under this Declaration. Such certificate of Declarant shall be binding upon Declarant and inure to the benefit of such lender, ground lessee or purchaser as of the date of its issuance. Upon the written request of any holder of a Security Instrument on any Site, Declarant shall report to said holder any unpaid amounts remaining unpaid on that Site. Any such holder affected by the lien may, but shall not be required to, pay any unpaid amount and upon such payment such holder shall be assigned the debt and lien securing same, said assignment to be without recourse or warranty.

9.15. Amendment. This Declaration may be amended unilaterally at any time and from time to time by Declarant (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any property subject to this Declaration; or (c) if such amendment is necessary to enable any governmental agency or private insurance company, including without limitation, the U.S. Department of Housing and Urban Development and the U.S. Department of Veterans Affairs, to insure or guarantee mortgage loans on any property subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Site unless the Owner of such Site consents thereto in writing. Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder nor shall it adversely affect title to any Site without the consent of the affected Owner. In addition to the above, until formation of a Membership Association as provided in Paragraph 9.12 above, this Declaration may be amended upon the affirmative vote or written consent of Owners of at least two-thirds of the Sites and the consent of Declarant. Following formation of such Membership Association this Declaration may be amended in accordance with the by-laws of the Membership Association. Amendments to this Declaration shall become effective upon recordation in the real estate records of Fulton County, Georgia, unless a later effective date is specified therein. The consent of the Declarant to any amendment shall be evidenced by the execution of said amendment by Declarant. The consent of the requisite number of Owners to any amendment shall be evidenced by the execution of the amendment by said Owners, or, in the alternative, following formation of the Membership Association, by the sworn statement of the President or any Vice President or the Secretary of the Membership Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration and by law were given.

9.16. No Merger. There shall be no merger of any of the covenants, conditions, restrictions or easements created or reserved hereby with the fee estate of Declarant, by reason of the fact that Declarant may own or hold the estates or interests both encumbered and benefited by

such covenants, conditions, restrictions or easements, and no such merger shall occur unless and until Declarant, while owning all of the estates or interests, shall execute a written statement or instrument effecting such merger and shall duly record the same in the real estate records of Fulton County, Georgia.

EXHIBIT "A"

ENTIRE PROPERTY

Thence running along said right-of-way South 63 degrees 43 minutes 36 seconds West a distance of 154.60 feet to a iron pin set; Thence continuing along said right-of-way South 70 degrees 43 minutes 17 seconds West a distance of 499.99 feet to a concrete monument found; Thence continuing along said right-of-way South 70 degrees 39 minutes 47 seconds West a distance of 199.60 feet to a concrete monument found; Thence continuing along said right-of-way South 63 degrees 43 minutes 47 seconds West a distance of 201.60 feet to a concrete monument found; Thence continuing along said right-of-way South 70 degrees 44 minutes 42 seconds West a distance of 343.70 feet to a concrete monument found; Thence continuing along said right-of-way along a curve to the left an arc distance of 888.61 feet (said arc having a radius of 5879.58 feet and being subtended by a chord 887.76 feet in length lying to the southeast of said arc and bearing South 66 degrees 27 minutes 12 seconds West) to a concrete monument found; Thence continuing along said right-of-way along a curve to the left an arc distance of 1025.68 feet (said arc having a radius of 5879.58 feet and being subtended by a chord 1024.38 feet in length lying to the southeast of said arc and bearing South 57 degrees 07 minutes 34 seconds West) to a iron pin set; Thence continuing along said right-of-way South 55 degrees 41 minutes 00 seconds West a distance of 413.18 feet to a iron pin set; Thence continuing along said right-of-way along a curve to the left an arc distance of 579.22 feet (said arc having a radius of 5919.58 feet and being subtended by a chord 578.99 feet in length lying to the southeast of said arc and bearing South 45 degrees 19 minutes 50 seconds West) to a iron pin set at its intersection with the northeasterly right-of-way of Center Bridge Road (formerly known as Maxwell Road and having a varied right-of-way; Thence along the northeasterly right-of-way of Center Bridge Road North 48 degrees 22 minutes 59 seconds West a distance of 394.56 feet to a iron pin set at the southerly corner of the mitered right-of-way of the intersection of the northeasterly right-of-way of Center Bridge Road and the southeasterly right-of-way of Westside Parkway (having a varied right-of-way); Thence running along said mitered right-of-way North 02 degrees 04 minutes 18 seconds West a distance of 83.03 feet to a iron pin set at the northerly corner of said mitered right-of-way and the southeasterly right-of-way of Westside Parkway; Thence running along the southeasterly right-of-way of Westside Parkway North 44 degrees 14 minutes 22 seconds East a distance of 51.24 feet to a iron pin set; Thence continuing along said right-of-way South 42 degrees 29 minutes 47 seconds East a distance of 5.88 feet to a iron pin set; Thence continuing along said right-of-way North 47 degrees 19 minutes 04 seconds East a distance of 7.12 feet to a iron pin set; Thence continuing along said right-of-way North 49 degrees 31 minutes 44 seconds West a distance of 6.27 feet to a iron pin set; Thence running along said right-of-way North 44 degrees 14 minutes 22 seconds East a distance of 8.54 feet to a iron pin set; Thence continuing along said right-of-way along a curve to the left an arc distance of 228.04 feet (said arc having a radius of 716.20 feet and being subtended by a chord 227.08 feet in length lying to the northwest of said arc and bearing North 35 degrees 07 minutes 04 seconds East) to a iron pin set; Thence leaving said right-of-way and running South 68 degrees 33 minutes 35 seconds East a distance of 57.15 feet to a iron pin set; Thence running North 16 degrees 12 minutes 46 seconds East a distance of 200.84 feet to a iron pin set; Thence running North 68 degrees 33 minutes 35 seconds West a distance of 35.88 feet to a iron pin set on the southeasterly right-of-way of Westside Parkway; Thence running along said right-of-way North 21 degrees 43 minutes 09 seconds East a

radius of 1088.24 feet and being subtended by a chord 323.64 feet in length lying to the west of said arc and bearing South 08 degrees 32 minutes 51 seconds West) to a iron pin set; Thence continuing along said right-of-way North 73 degrees 50 minutes 35 seconds West a distance of 3.27 feet to a iron pin set; Thence continuing along said right-of-way South 17 degrees 22 minutes 10 seconds West a distance of 6.64 feet to a iron pin set; Thence continuing along said right-of-way South 75 degrees 23 minutes 31 seconds East a distance of 3.29 feet to a iron pin set; Thence continuing along said right-of-way along a curve to the right an arc distance of 288.09 feet (said arc having a radius of 1088.24 feet and being subtended by a chord 287.25 feet in length lying to the northwest of said arc and bearing South 25 degrees 01 minutes 40 seconds West) to a iron pin set at the easterly corner of the mitered right-of-way of the intersection of the northwesterly right-of-way of Westside Parkway and the northeasterly right-of-way of Maxwell Road; Thence running along said mitered right-of-way South 89 degrees 04 minutes 16 seconds West a distance of 89.70 feet to a iron pin set at the westerly corner of said mitered right-of-way; Thence running along the northeasterly right-of-way of Maxwell Road along a curve to the right an arc distance of 496.47 feet (said arc having a radius of 606.29 feet and being subtended by a chord 482.71 feet in length lying to the northeast of said arc and bearing North 27 degrees 33 minutes 19 seconds West) to a iron pin set; Thence continuing along said right-of-way North 04 degrees 05 minutes 49 seconds West a distance of 24.16 feet to a iron pin set; Thence continuing along said right-of-way North 85 degrees 54 minutes 11 seconds East a distance of 3.28 feet to a iron pin set; Thence continuing along said right-of-way North 04 degrees 05 minutes 49 seconds West a distance of 6.56 feet to a iron pin set; Thence continuing along said right-of-way South 85 degrees 54 minutes 11 seconds West a distance of 3.28 feet to a iron pin set; Thence continuing along said right-of-way North 04 degrees 05 minutes 49 seconds West a distance of 360.21 feet to a iron pin set; Thence continuing along said right-of-way North 85 degrees 54 minutes 11 seconds East a distance of 3.28 feet to a iron pin set; Thence continuing along said right-of-way North 04 degrees 05 minutes 49 seconds West a distance of 6.56 feet to a iron pin set; Thence continuing along said right-of-way South 85 degrees 54 minutes 11 seconds West a distance of 3.28 feet to a iron pin set; Thence continuing along said right-of-way North 04 degrees 05 minutes 49 seconds West a distance of 36.96 feet to a iron pin set; Thence continuing along said right-of-way South 85 degrees 54 minutes 11 seconds West a distance of 20.57 feet to a iron pin set; Thence continuing along said right-of-way North 04 degrees 07 minutes 45 seconds West a distance of 74.66 feet to a iron pin set at its intersection with the line common to land lots 690 and 691 and The Point of Beginning;

Said tract contains 12.1161 acres (527,777 square feet).

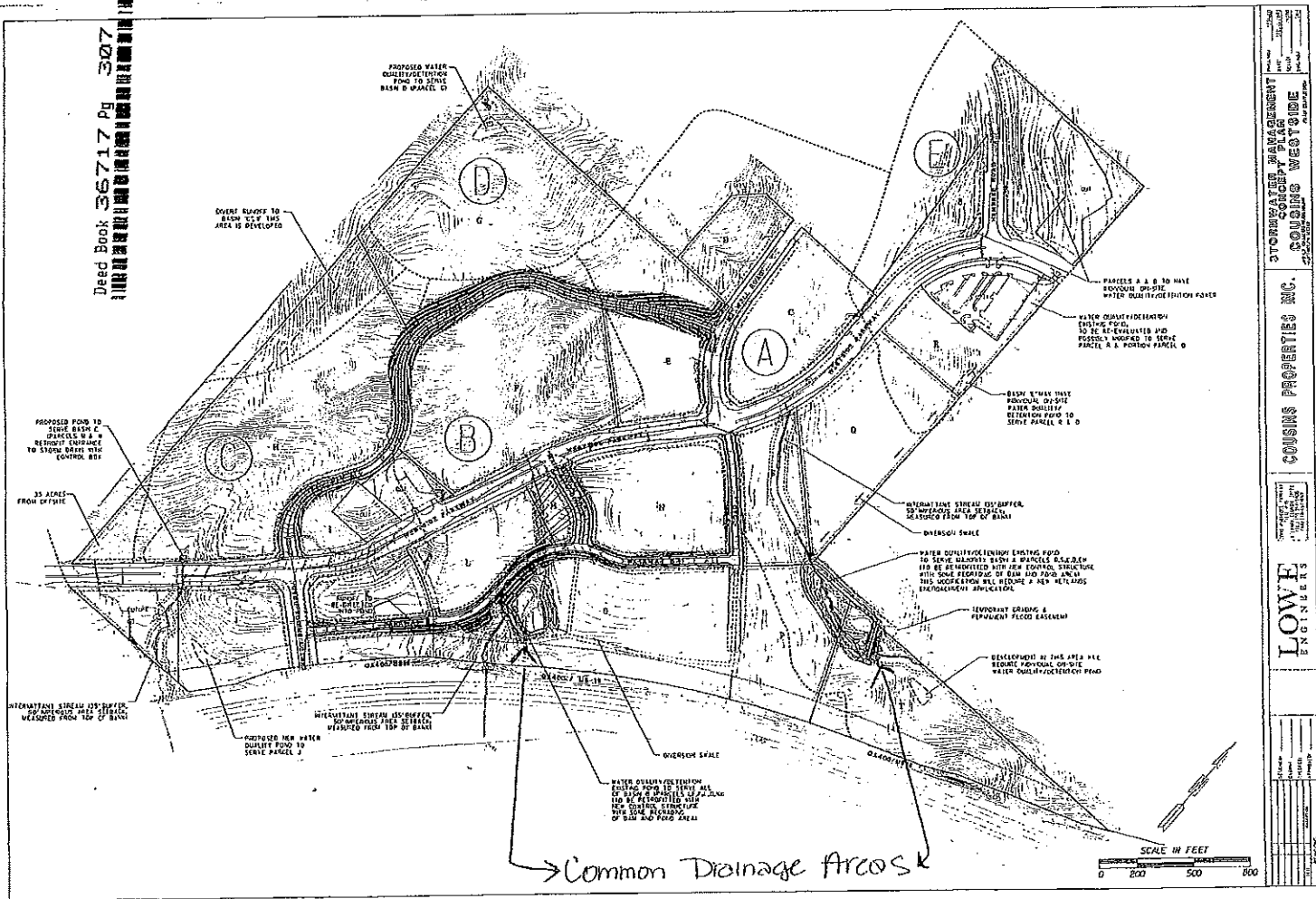
EXHIBIT "B"

REDUCED SURVEY OF ENTIRE PROPERTY

EXHIBIT "C"

COMMON DRAINAGE AREAS

Deed Book 36717 Pg 307



PROPOSED POND TO SERVE BASIN C PARCELS B & C RETENTION STRUCTURE TO STORE WATER INTO CONTROL BASIN

35 ACRES FROM OFFSITE

INTERMITTENT STREAM STRUCTURE TO SERVE BASIN C PARCELS B & C

OVERFLOW SCALE TO BASIN C IF THIS AREA IS DEVELOPED

PROPOSED WATER QUALIFICATION BASIN TO SERVE BASIN D PARCEL D

D

B

A

E

PARCELS A & B TO HAVE SEPARATE ON-SITE WATER QUALIFICATION POND

WATER QUALITY RESTORATION STRUCTURE TO BE RE-EVALUATED AND ACCESS PROVIDED TO SERVE PARCEL A & PORTION PARCEL D

BASIN C MAY HAVE SEPARATE ON-SITE WATER QUALITY RESTORATION POND TO SERVE PARCEL C & D

INTERMITTENT STREAM STRUCTURE TO SERVE BASIN C PARCELS B & C

WATER QUALITY RESTORATION STRUCTURE TO SERVE BASIN C PARCELS B & C

TEMPORARY EROSION & SEDIMENT CONTROL

DEVELOPMENT IN THIS AREA WILL REQUIRE PROVISION ON-SITE WATER QUALIFICATION POND

WATER QUALITY RESTORATION STRUCTURE TO SERVE BASIN C PARCELS B & C

STORMWATER MANAGEMENT CONCEPT PLAN

COSMOS WESTSIDE

COSMOS PROPERTIES INC.

LOWE ENGINEERS

DATE: 11/11/11

SCALE: AS SHOWN

PROJECT: COSMOS WESTSIDE

CLIENT: COSMOS PROPERTIES INC.

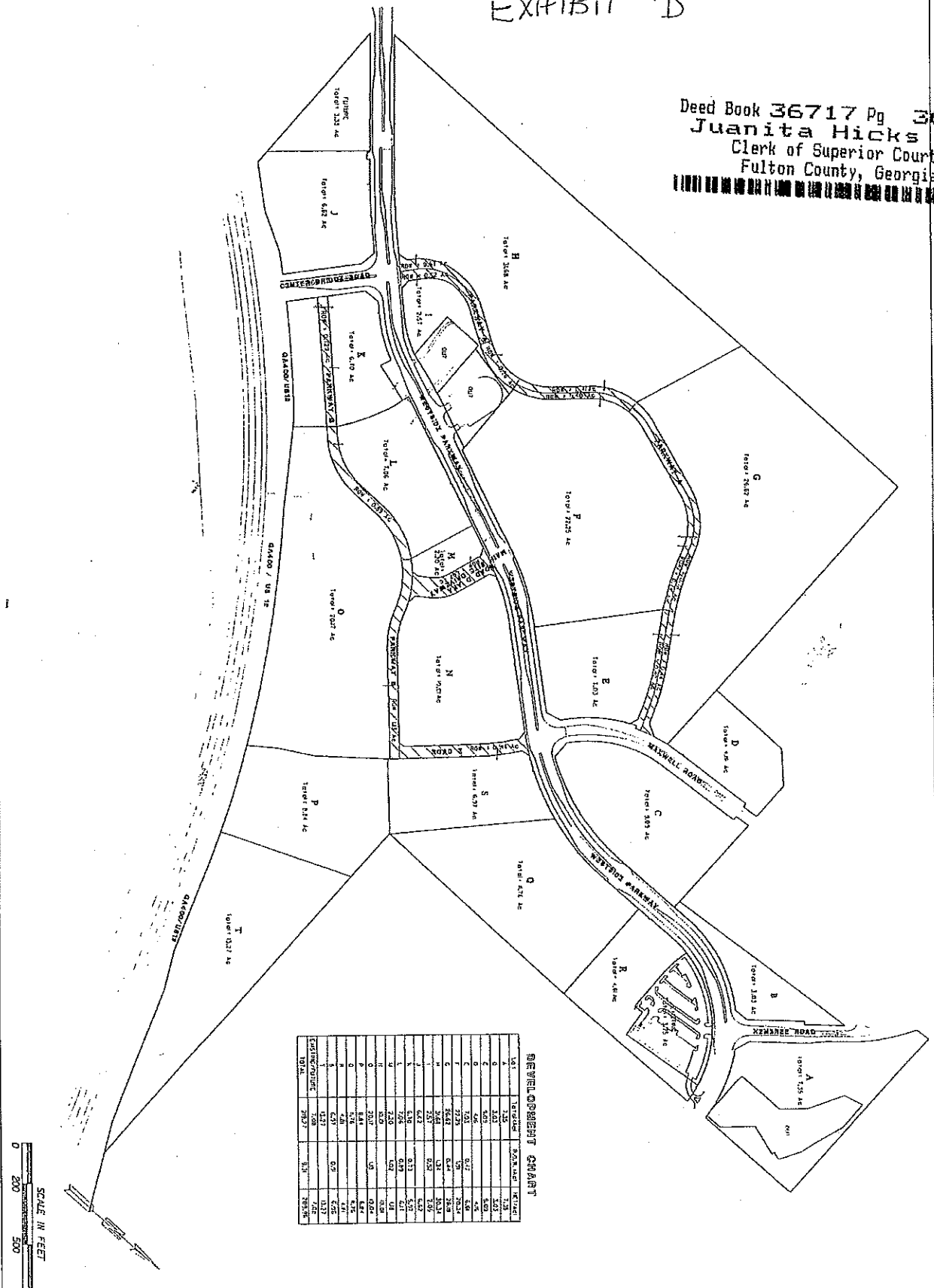
DESIGNED BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

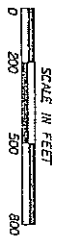
EXHIBIT "D"

Deed Book 36717 Pg 308
 Juanita Hicks
 Clerk of Superior Court
 Fulton County, Georgia



REDEVELOPMENT CHART

LOT	TRACED	OWN UNIT	RETRACED
A	7.25	1.00	1.75
B	2.01	0.00	2.01
C	5.56	0.00	5.56
D	9.01	0.17	8.84
E	27.23	0.25	26.98
F	38.84	0.21	38.63
G	25.77	0.25	25.52
H	6.73	0.13	6.60
I	5.18	0.13	5.05
J	2.00	0.00	2.00
K	4.00	0.00	4.00
L	2.00	0.00	2.00
M	1.81	0.00	1.81
N	4.78	0.00	4.78
O	6.27	0.00	6.27
P	4.27	0.00	4.27
Q	1.27	0.00	1.27
R	1.08	0.00	1.08
TOTAL	270.3	0.51	269.79



For descriptive purposes only. Parcels are subject to change in Declarant's sole discretion.

<p>LOWE ENGINEERS</p> <p>2000 W. BIRCHWOOD DRIVE SUITE 100 ATLANTA, GA 30328 (404) 525-1100</p>	<p>COUSINS PROPERTIES INCORPORATED</p> <p>1000 W. BIRCHWOOD DRIVE SUITE 100 ATLANTA, GA 30328 (404) 525-1100</p>	<p>MASTER DEVELOPMENT PLAN COUSINS WESTSIDE</p> <p>1000 W. BIRCHWOOD DRIVE SUITE 100 ATLANTA, GA 30328 (404) 525-1100</p>	<p>PROJECT NO. 21162 DATE: 11.11.2003 SHEET: 0209 SCALE: AS SHOWN</p>
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