

Jay C. Stephenson  
Clerk of Superior Court Cobb Cty. Ga.

Return to:  
Jon Young, Esq.  
John Wieland Homes and Neighborhoods, Inc.  
1950 Sullivan Road  
Atlanta, GA 30337

STATE OF GEORGIA  
COUNTY OF COBB 26.

Cross Reference:  
Deed Book 13347, Page 3593  
Deed Book 13347, Page 4929

**RECIPROCAL DECLARATION OF EASEMENT AGREEMENT**  
**FOR THE OLDE IVY AT VININGS CONDOMINIUMS**

WHEREAS, Olde Ivy at Vinings Commercial Condominium Association, Inc., a Georgia nonprofit corporation ("Commercial Condominium Association"), is the condominium association for Olde Ivy at Vinings Commercial Condominium, a condominium located in Cobb County, Georgia, as more particularly described in that certain Declaration of Condominium for Olde Ivy at Vinings Commercial Condominium recorded at Deed Book 13347, page 3593, et seq., of the Cobb County, Georgia land records (with all improvements thereon, the "Commercial Condominium Parcel"), and Olde Ivy at Vinings Condominium Association, Inc., a Georgia nonprofit corporation ("Residential Condominium Association"), is the condominium association for Olde Ivy at Vinings Residential Condominium, a condominium located in Cobb County, Georgia, as more particularly described in that certain Declaration of Condominium for Olde Ivy at Vinings Residential Condominium recorded at Deed Book 13347, page 4929, et seq., of the aforesaid records (with all improvements thereon, the "Residential Condominium Parcel"); the Residential Condominium Parcel and the Commercial Condominium Parcel are collectively hereinafter referred to as the "Property" and each individually may be hereinafter referred to as a "Parcel"; the Residential Condominium Association and the Commercial Condominium Association are collectively hereinafter referred to as the "Associations" and each individually may be hereinafter referred to as an "Association"; and

WHEREAS, the Property consists of the Residential Condominium Parcel (including certain improvements), which is submitted to a residential condominium regime as described above in accordance with the Georgia Condominium Act, and the Commercial Condominium Parcel (including certain improvements), which is submitted to a commercial condominium regime as described above in accordance with the Georgia Condominium Act; and

WHEREAS, the Commercial Condominium Association and the Residential Condominium Association desire to grant and accept certain easements for the use and maintenance of portions of the

Property for the benefit and burden of the Residential Condominium Parcel, the Commercial Condominium Parcel, and others as may be stated herein.

NOW THEREFORE, FOR AND IN CONSIDERATION of the premises and the benefits to be derived by the Commercial Condominium Association, the Residential Condominium Association, each Parcel, each and every owner of any portion of any Parcel, such owners' successors, successors-in-title and assigns, and others as may be stated herein, the Commercial Condominium Association and Residential Condominium Association hereby submit the Property and/or agree to the terms and conditions of this Declaration and establish the easements and agreements set forth herein for the use, benefit and enjoyment of any and all of the foregoing.

**ARTICLE 1**

**GRANT AND RESERVATION OF EASEMENTS, LIMITATIONS AND AGREEMENTS**

1.1. **Support.** Each Parcel and each Association shall have a reciprocal non-exclusive easement of support (including the construction, use, maintenance, repair and replacement of the means of support) over the Property for, among other things, columns, caissons, beams, walls, foundations, footings, other supports, load-bearing structures and appurtenances as are called for in the plans and specifications for the Property or as may from time to time become necessary or appropriate in connection with the development, maintenance and operation of the Parcels (hereinafter collectively referred to as the "Support Facilities"). The Support Facilities within each Parcel shall be constructed, rebuilt, repaired, replaced and maintained by the Association having jurisdiction over such Parcel so as to ensure proper support and minimize damage to any other Parcel. If an Association damages another Parcel in exercising its rights herein, that Association shall be responsible for repairing such damage at its sole cost and expense.

1.2. **Utilities and Mechanical Equipment.** Each Parcel and each Association shall have a reciprocal non-exclusive easement over the entire Property for the furnishing to each Parcel of all utility services, including, but not limited to, water, electricity, storm and sanitary sewerage, gas, telephone, television, other utilities and services, and heating, air conditioning and ventilation, by means of pipes, wires, ducts, cables, conduits, equipment, panels, mechanical equipment, heating/air conditioning and ventilation equipment and machinery, sprinkler systems and other apparatus and facilities within the Property. If an Association damages another Parcel in exercising its rights herein, that Association shall be responsible for repairing such damage at its sole cost and expense.

1.3. **Encroachments.** Reciprocal non-exclusive easements are reserved over the boundaries of each Parcel for minor encroachments and/or overhangs (and the maintenance, repair and replacement thereof) that do not substantially interfere with the real property encroached upon and that are created by construction, reconstruction, renovation, settling, shifting or other causes of movement. This easement shall be appurtenant to the Residential Condominium Parcel and the Commercial Condominium Parcel for the benefit of each of the owners within each Parcel.

1.4. **General Construction, Renovation and Repair Easements.** Reciprocal non-exclusive easements are reserved over the Property for access and temporary encroachments by contractors and subcontractors (and the equipment and employees thereof) during construction, renovation, repair and replacement to the extent reasonably necessary to improve, construct, renovate, repair, replace and maintain either Parcel, or any part thereof, subject to such reasonable rules, regulations and standards regarding construction that affect the other Parcel; provided, however, (a) anyone exercising rights under this Section shall exercise its

rights in such a manner as to minimize disruption of the quiet enjoyment, use and operation of the Property by others; (b) any access and encroachment activities permitted by this Section shall be completed as soon as reasonably possible once commenced; (c) no easement is herein granted to anyone for the permanent storage of materials or equipment upon the Property or any portion thereof; and (d) anyone exercising rights under this Section agrees to and does hereby indemnify and hold harmless all other parties having an interest in the Property or named herein from any loss, costs, damage or expense incurred by such other parties as a result of the exercise by the indemnifying party of its right under this Section.

1.5. Emergency Access. Reciprocal non-exclusive easements are reserved over the Property by each of the respective Associations and their respective agents for emergency ingress, egress and access, said easement being appurtenant to the Residential Condominium Parcel and the Commercial Condominium Parcel for the benefit of each of the owners within each Parcel.

1.6. Rights of Others. To the extent any easement created by this Declaration is stated to benefit the agents from time to time of any Association, such Association shall be entitled to designate from time to time which, if any, of its agents shall be entitled to utilize and enjoy such easements, it being the intent of this Declaration that no independent rights shall be created by this Declaration as to any such agents, except for those that may be terminated or withdrawn at any time by the Association through whom such rights were derived.

1.7. Termite Bond. It is hereby agreed that there shall be only one (1) termite bond to cover all the Parcels and all buildings thereon. It shall be the responsibility of the Residential Condominium Association to procure and maintain the termite bond, with a company and at such cost as the Residential Condominium Association may see fit. The cost of the termite bond shall be shared equally by the Associations. The Residential Condominium Association shall send a bill to the Commercial Condominium Association for its share of the cost, and the Commercial Condominium Association shall remit payment to the Residential Condominium Association within thirty (30) days after the date of the bill.

1.8. Parking Rights. There is hereby granted to John Wieland Homes and Neighborhoods, Inc., a Georgia corporation ("Wieland"), the exclusive right to park in and otherwise use the five (5) parking spaces within the Residential Condominium Parcel as indicated on Exhibit A attached hereto and made a part hereof. The parking spaces may be used by, without limitation, Wieland, its officers, directors, employees, agents, licensees, invitees, successors and assigns, and any other persons or entities as may be reasonably designated by Wieland. All rights and easements of use, access, egress and otherwise are hereby granted to Wieland on, over and through the Parcels and otherwise as may be necessary or convenient for the full use and enjoyment of said parking spaces as described herein and to access the Commercial Condominium Parcel from said spaces, and vice versa. This right and easement shall be without charge or toll or other fee to Wieland or any other user of this right and easement. The Residential Condominium Association hereby agrees that it will maintain or cause to be maintained the access gate database (including specifically, without limitation, any such database relating to the entrance to the Parcels on Log Cabin Drive) as necessary to fully accommodate the rights and easements described herein. This right and easement in favor of Wieland may be assigned or transferred, in whole or in part, by Wieland as it may see fit in its sole and absolute discretion.

**ARTICLE 2**  
**ALTERATIONS**

Except as otherwise expressly required or permitted, and in addition to any other requirements, the Residential Condominium Association and any committee thereof shall not make or allow to be made any additions, improvements or alterations to the exterior of the buildings within the Residential Condominium Parcel without the prior written consent of the Commercial Condominium Association, which consent may be given or withheld in its sole discretion. The Residential Condominium Association shall be permitted to perform routine maintenance and repair of the exterior the buildings in the Residential Condominium Parcel, as provided in and consistent with the aforementioned declarations of condominium, without obtaining the prior written consent of the Commercial Condominium Association.

**ARTICLE 3**  
**GENERAL**

3.1. **Enforcement.** These easements and provisions are made for the benefit of the "Declarant" under the aforementioned declarations of condominium, the Commercial Condominium Association, the Residential Condominium Association, and others as may be state herein, and the obligations created hereunder may be enforced by any of the foregoing by any means available at law or in equity.

3.2. **Self-help.** Without limitation on any other right or remedy available at law or in equity, should any Association fail to perform any of its obligations hereunder or otherwise be in violation of this Declaration, then the other Association or any other person or entity that has been or might reasonably be expected to be materially and adversely affected by such failure or violation shall have the right, but not the obligation, to take judicial and/or non-judicial action as may be reasonably required to cure or remedy such failure or violation. Such person or entity taking judicial or non-judicial action shall be entitled to recover from the failing or violating Association any funds so expended and the reasonable cost of any actions so taken, together with interest thereon at the highest rate permitted by Georgia law for the period from the date such action was taken or such cost was incurred until the date of repayment thereof, together with all costs of collection (including reasonable attorney's fees actually incurred and court costs) and any other amounts provided or permitted hereunder or by law. If all such sums due from the failing or violating Association are not paid upon demand, or within ten (10) days thereafter, then the person or entity entitled to such sums may institute suit to collect such amounts. Notwithstanding anything to the contrary set forth in this Declaration, in the case of any emergency, an Association or other person or entity shall have the right to take any action as described herein prior to the expiration of any applicable cure period, if any.

3.3. **Notice.** Any notice relating to matters in this Declaration shall be delivered to the Associations at the addresses set forth on the signature pages of this document. Each such notice shall be in writing and shall be delivered either by personally delivering it by hand or Federal Express or similar courier service to the person or entity to whom notice is directed, or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice sent. In addition, the inability to deliver the notice because of a

change of address of which no notice was given shall be deemed to be the receipt of the notice sent. A party's address may be changed only by such party by written notice to all other parties.

3.4. Amendment. This Declaration may be amended upon the written consent of the Commercial Condominium Association and the Residential Condominium Association. If any amendment would affect any right of any other person or entity with rights hereunder, including, without limitation, the "Declarant" under the aforementioned condominium declarations, such amendment shall be subject to the prior written consent of such person or entity. Amendments to this Declaration shall become effective upon recordation, unless a later effective date is specified therein.

Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

3.5. Duration. The provisions of this Declaration contain perpetual easement rights and are not terminable except with the unanimous consent of the Associations and any other persons or entities affected.

3.6. Binding Effect. This Declaration shall be binding upon and shall inure to the benefit of the Commercial Condominium Association, the Residential Condominium Association, each Parcel, each and every owner of any portion of any Parcel, such owners' successors, successors-in-title and assigns, and others as may be stated herein, and shall also inure to the benefit of the "Declarant" under the aforementioned declarations of condominium.

3.7. Interpretation. This Declaration shall be governed by and construed under the laws of the State of Georgia.

3.8. Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

3.9. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or entity, or to any property, shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

3.10. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed this Reciprocal Declaration of Easement Agreement as of the 14<sup>th</sup> day of December, 2005.

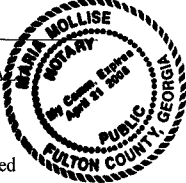
Signed, sealed and delivered in the presence of:

Paula Hausford  
Witness

[Signature]  
Notary Public

My commission expires:

[NOTARIAL SEAL]



Olde Ivy at Vinings Commercial Condominium Association, Inc., a Georgia nonprofit corporation

By: [Signature]

Print Name: DAN FIELDS

Title: VCE PRESIDENT

[SEAL]

Address: ATTN: RYAN MAKI  
1950 SULLIVAN RD  
ATLANTA GA 30337

Signed, sealed and delivered in the presence of:

Paula Hausford  
Witness

[Signature]  
Notary Public

My commission expires:

[NOTARIAL SEAL]



Olde Ivy at Vinings Condominium Association, Inc., a Georgia nonprofit corporation

By: [Signature]

Print Name: RICHARD A. BEACON

Title: PRESIDENT

[SEAL]

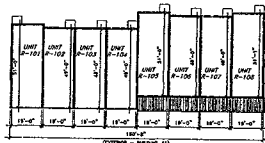
Address: ATTN: RYAN MAKI  
1950 SULLIVAN RD  
ATLANTA GA 30337

Exhibit A  
page 1 of 3

Field Office 4-5-2001 @ 9:55a  
Plover Plaza/Condo Bldg 100 sq 125  
Troy C. Shademan, Clerk of  
Court 2001-0005914



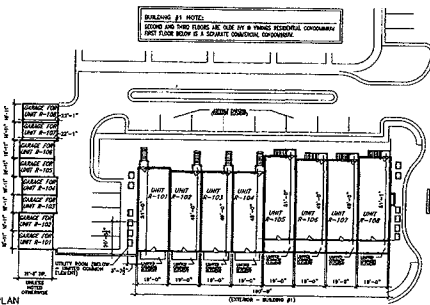
1. BUILDING #1 GARAGE CROSS SECTION



2. UPPER LEVEL FLOOR PLAN / SITE PLAN - BUILDING #1



3. BUILDING #3 GARAGE CROSS SECTION



4. MAIN LEVEL FLOOR PLAN / SITE PLAN - BUILDING #1

5. FLOOR PLAN BUILDING #1 GARAGE



6. BUILDING #2 AND #3 GARAGE CROSS SECTION

**NOTE:**  
ALL DIMENSIONS ARE BASED ON REVIEW OF CONTRACT DRAWINGS AND FIELD MEASUREMENTS CONDUCTED PRIOR TO THE DATE OF THIS DOCUMENT AND ARE SUBJECT TO REASONABLE VARIATIONS. CLIENT AGREES THAT THIS AND OTHER INFORMATION IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE WARRANTIES OF MATERIAL, WORKMANSHIP, OR CONSTRUCTION UNLESS OTHERWISE NOTED.

The undersigned, a registered architect or engineer, has visited the site herein on this day of [blank] [blank] 2001, and has examined the property and the work shown on the drawings, specifications, and notes. (1) The property and work shown on the drawings, specifications, and notes are in accordance with the contract documents, if any, and the vertical construction of each wall (including concrete block) have been, sufficiently examined as to its correct construction and proper foundation of each wall.

The undersigned certifies that this document is a true and correct copy of the original as shown to the undersigned on this day of [blank] [blank] 2001.

Troy C. Shademan  
Clerk of Court



DATE: 5/27/01  
PROJECT NO: 99023.00  
DRAWN BY: [blank]  
CHECKED BY: [blank]  
SCALE: AS SHOWN  
SHEET NO: 101

**OWNER:** OLDE IVY AT VINEYARDS RESIDENTIAL CONDOMINIUM

**DESIGNER:** CHAPMAN COYLE MAN & ASSOCIATES

**DATE:** 5/27/01

**PROJECT NO:** 99023.00

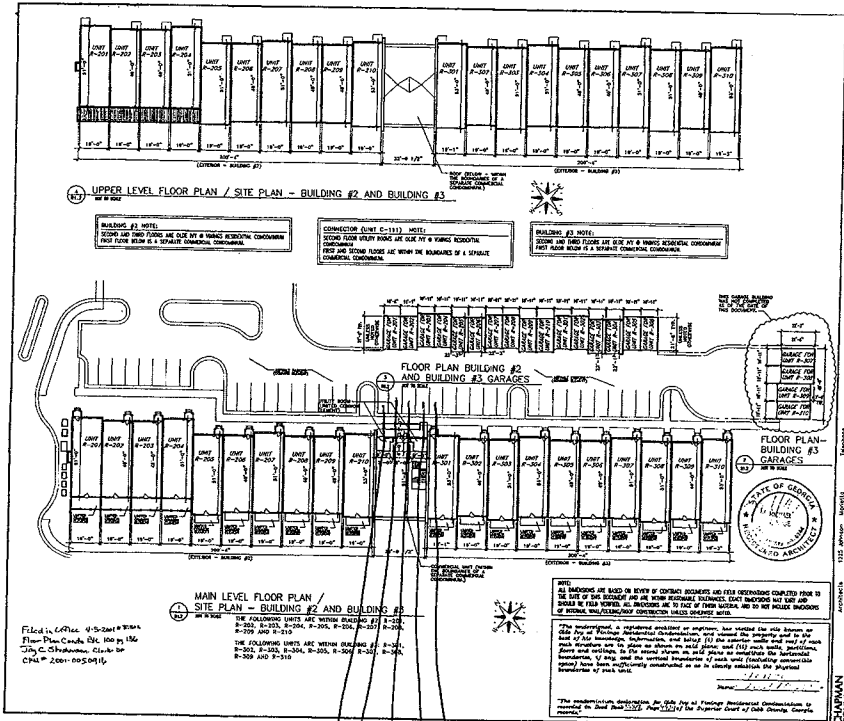
**SHEET NO:** 101

**REVISIONS:**

NO.	DATE	DESCRIPTION

Exhibit A (cont.)

Page 2 of 3



Wieland Parking Spaces

**URBAN CODE CONSULTANTS**  
3122 River Street  
Atlanta, GA 30305  
Tel: 404-525-8844  
Fax: 404-525-8844

**STATE OF GEORGIA**  
DEPARTMENT OF REVENUE  
REVENUE SERVICE

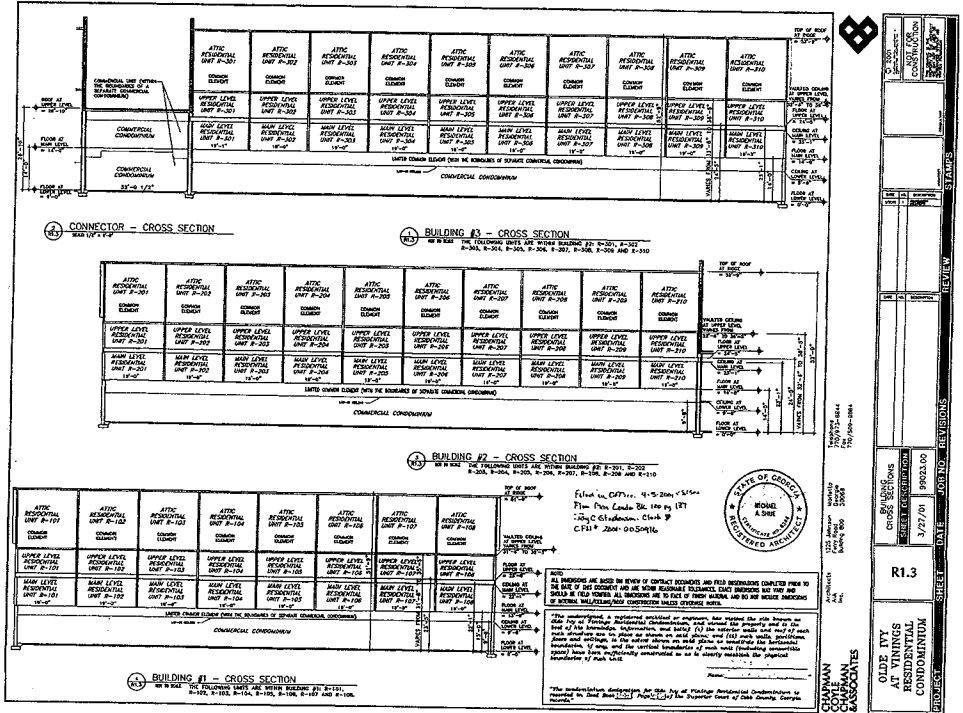
**FLOOR PLAN / SITE PLAN**  
R1.2  
DATE: 9/27/01 196923.00

**PROJECT:** OLDE IVY AT WININGS RESIDENTIAL CONDOMINIUM

**SHEET:** 02 OF 10 - ELEVATIONS



Exhibit A (cont)  
 page 3 of 3



REVISIONS

NO.	DATE	DESCRIPTION
1	3/22/08	PROJECT NO. 09023.00

**R1.3**

**MADE BY:**  
 ARCHITECT  
 RESIDENTIAL  
 CONDOMINIUM

**PROJECT:**  
 SHEET

**CHAPMAN  
 & ASSOCIATES**

1225 JOHNSON SQUARE  
 SUITE 100  
 ATLANTA, GA 30309  
 404.525.8800