



## Council Meeting

### AGENDA

Tuesday, January 15, 2019

6:00 PM

City Hall

---

#### I. CALL TO ORDER

1. Invocation
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
  - a. December 4, 2018 Council Minutes
  - b. December 11, 2018 Council Minutes
  - c. December 11, 2018 Executive Session Minutes
  - d. December 18, 2018 Planning Commission Minutes
  - e. November 8, 2018 Downtown Development Authority Minutes
  - f. December 13, 2018 Downtown Development Authority Minutes
  - g. November 8, 2018 Conventions and Visitors Bureau Minutes
  - h. December 13, 2018 Conventions and Visitors Bureau Minutes
  - i. December 13, 2018 Urban Redevelopment Agency Minutes
  - j. Customer Service & Drive-Thru Renovation - Approval of renovations with the amount not to exceed \$150,000.00. (Recommended for Council approval by Finance Committee January 8, 2019)

#### II. PUBLIC PRESENTATIONS

1. YMCA

**III. PUBLIC FORUM**

1. **Public Comments**

**IV. OLD BUSINESS**

1. Rezone - 1600 East Church Street

**V. NEW BUSINESS**

1. 1st Reading - Historic Preservation Commission Membership Ordinance Amendment
2. Resolution – Open Records Officer
3. Approval - Election Qualifying Fees
4. Resolution - Authorizing Execution of Intergovernmental Contract with URA
5. Downtown Green Pre-remediation Environmental Sampling
6. Development Agreement Stonecreek Subdivision
7. Stonecreek Subdivision Final Plat

**VI. ADJOURN**

The Mayor and Council met for a called meeting.

Those Present:	John Howard	Mayor
	Wayne Adcock	Vice-Mayor
	Lee Malcom	Council Member
	Myoshia Crawford	Council Member
	Ross Bradley	Council Member
	Larry Bradley	Council Member
	Norman Garrett	Council Member
	Nathan Little	Council Member
	David Dickinson	Council Member
	Logan Propes	City Administrator
	Debbie Kirk	City Clerk
	Paul Rosenthal	City Attorney

Staff Present: Danny Smith, Jeremiah Still, R.V. Watts, Bill Owens, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Darrell Stone, Patrick Kelley, Sadie Krawczyk, Chris Bailey

Visitors: Andrew Kenneson, Les Russell, George Baker III, Whit Holder, Carl Hofstadter, Don Fry, George Sloan

Mayor Howard requested a moment of silence for George H. W. Bush.

**I. CALL TO ORDER – JOHN HOWARD**

**1. Roll Call**

Mayor Howard noted that all Council Members were present. There was a quorum.

**2. City Administrator Update**

City Administrator Logan Propes noted it has been an amazingly busy year. All of the departments have done a great job on many different projects, which will prove very impactful in 2019. He gave an additional thanks to the Streets and Transportation Department and the Electric Department for the work at Childers Park. He explained the work was done in the eleventh hour and was seemingly impossible. They ran electricity to an area that had none, and put up some impressive light displays. It was a successful first time event. He also thanked Ms. Krawczyk and the volunteers that made it all come together.

**3. Central Services Update**

Mr. Chris Bailey stated that a list of the projects that were accomplished in 2018 are in the December newsletter located on the City’s website and on Facebook. He stated purchasing was down for the month of November. He recognized Gary Barnes and Danny Farmer for picking up about 2,500 pounds of trash in about 15 days from the cemeteries and parks.

**II. COMMITTEE INFORMATION****1. Finance****a. Monthly Finance Report**

Ms. Beth Thompson presented the monthly Finance Report. She explained that the Utility CIP Funding has been updated by year to give more detail. The spreadsheet will be updated along with the projects. The Finance Department is in the middle of the software implementation, and the financials go live this week. She thanked the staff for all of their help. She explained that payroll will go live next week, and utility billing will go live in February. Ms. Thompson explained the 2019 Budget document has been finished.

**b. GFOA Certificate of Achievement for Excellence in Financial Reporting**

Ms. Beth Thompson stated that the Finance Department received the Certificate of Achievement for Excellence in Financial Reporting from GFOA for the Comprehensive Annual Financial Report for the 2017 CAFR. She stated this is 16 years in a row of receiving the award.

Council Member Larry Bradley congratulated Ms. Thompson and the Finance Department for once again receiving the award.

**2. Airport****a. Monthly Airport Report**

Mr. Chris Bailey presented the monthly Airport Report. He stated the fuel sales were down for November, due to the rain and weather. The apron project, which was well ahead of schedule, is now only a little ahead of schedule. All of the existing asphalt has been milled, but the new asphalt will depend on the weather. He explained the Capital Improvement Projects for the Airport were submitted to DOT before the Federal and State funding request deadline of November 30. The City has requested \$1.7 million in projects for the 2019 – 2020 Fiscal Year; the City would be responsible for a match of approximately \$86,000. The projects would include the rehabilitation of the runways, an 18-B obstruction survey for LPV approach, and a required DBE update status.

**3. Public Works****a. Monthly Solid Waste Report**

Mr. Danny Smith presented the monthly Solid Waste Report. He gave an update on the review process from EPD. The New Guidance Document was released in October. The City is scheduled to be reviewed on November 1, 2020, with an early filing date of May 1, 2019. He explained the City is in wave number two, based on the age of the facility. Mr. Smith reviewed the Christmas and New Year's holiday collection schedules.

**b. Monthly Streets & Transportation Report**

Mr. Jeremiah Still presented the monthly Streets & Transportation Report. He stated the right-of-way and street crews are doing some winter maintenance, and the leaf trucks are running every day. He reviewed the Pavement Condition Index (PCI) of the roadways.

**c. Approval – 2019 LMIG**

Mr. Jeremiah Still presented the overlay and striping of 1.9 miles of Alcovy Street for the 2019 Local Maintenance and Improvement Grant (LMIG). He discussed the contract with the Georgia Department of Transportation and explained the total project is \$207,793.50. The grant requires a thirty percent local match from the City, which will be \$47,952.35 from SPLOST Funds.

The committee recommends to Council approval of the 2019 LMIG as presented.

*Motion by Little, seconded by Adcock.  
Passed Unanimously.*

**4. Utilities**

**a. Monthly Electric & Telecom Report**

Mr. Brian Thompson presented the monthly Electric & Telecom Report. He stated Wendy’s and Your Pie have permanent power connected, and both are using City telecommunication services. The decorations downtown have been completed. The CMTS upgrades started about a week ago. He explained the entire Telecom system will be shut down for upgrades for about two and a half hours tonight starting at 2:00 am. Everyone is also preparing for the Christmas Parade Thursday, which will be televised.

City Administrator Logan Propes stated City Hall will be closing at 4:00 pm on Thursday to allow traffic to clear out and provide more parking for the parade.

**b. Purchase – 5 Viper-ST Automated Switches**

Mr. Brian Thompson discussed system automation. He explained the switches will be placed on circuits leaving Station 2, which will limit outages in the downtown core. He requested to purchase the switches from Power Connections, the sole source provider, for \$90,705.00.

The committee recommends approval to purchase five Viper-ST automated switches from Power Connections for a total amount of \$90,705.00 to Council.

*Motion by L. Bradley, seconded by Adcock.  
Passed Unanimously.*

**c. Approval – Out of State Travel**

Mr. Brian Thompson presented the request for Justin Milligan, Mike McGuire, and himself to travel to Chester, South Carolina in January 2019, for the cost of \$485.00. He explained they received an invitation to visit TruVista’s Corporate Offices to discuss the operation, access, and explore the Minerva TV Product and System.

The committee recommends to Council to allow out-of-state travel for Brian Thompson, Justin Milligan, and Mike McGuire to TruVista’s Corporate Offices in Chester, South Carolina in January 2019 at a cost of \$485.00 as presented.

*Motion by Adcock, seconded by L. Bradley.  
Passed Unanimously.*

**d. Monthly Water, Sewer, Gas, & Stormwater Report**

Mr. Rodney Middlebrooks presented the monthly Water, Sewer, Gas, & Stormwater Report. He stated four gas lanterns have been installed near the flagpole. The electricians finished the water treatment plant remodel, and the plumbing will be finished this week. The concrete was poured last week for the alleyway from the Livery Stable to Spring Street. He explained the fire pit and marshmallow cooker was on Court Street for the first time last Thursday night. It will be used for the public awareness of natural gas, and will be out the next two Thursday nights.

**e. Wastewater Treatment Plant Rehabilitation Engineering Services**

City Administrator Logan Propes reminded Council a few years ago the City engaged Hofstadter and Associates to begin the Wastewater Treatment Plant overhaul. An entire new plant was discussed originally, which would be in the \$30 to \$50 million range. He explained that Mr. Hofstadter is going to present a more reasonable approach for the project.

Mr. Carl Hofstadter, with Hofstadter & Associates, stated the overhaul has been in discussion for about five years. He discussed the timeline that will be followed. He stated the design will be done and submitted to EPD in six months, and they are supposed to review it within 30 days. It will take approximately 12 months or less to build, and the plant should be functioning within 18 months. He explained the existing building will be taken down, a sludge belt press will be installed, the digests will be converted, grit removal will be put in, and new automatic bar screens will be installed. The total cost is estimated at \$7,651,800, which will be put out for bid. He explained all of the components being installed will service the proposed upgrade of five million gallons a day. The items are projected to last for 20 to 30 years, and are the most cost effective options.

Council Member Larry Bradley questioned the estimated amount varying and request for the amount not to exceed \$7,651,800.

Mr. Hofstadter explained they are estimating the amount that the contractors will bid. The only variable is the economy. He stated if the bids are substantially over the estimated amount, modifications will be made in order to get the amount lower.

Mr. Propes stated they are being cautious and applying for \$8 million from GEFA.

Mr. Rodney Middlebrooks stated he recommends this option. He visited other plants and has thoroughly investigated what is wanted.

The committee recommends to Council to approve Hofstadter & Associates for engineering and construction services for a total project amount not to exceed \$7,651,800, contingent upon approval of GEFA Funding and being ready to construct within six months of Council approval.

*Motion by Little, seconded by Adcock.  
Passed Unanimously.*

**5. Public Safety**

**a. Monthly Fire Report**

Interim Fire Chief Bill Owens presented the monthly Fire Report. He stated there has been an increase in residential structure fires, which is predictable in the winter months and holiday season. He reminded everyone to keep fire safety in mind. All of the live fire drills have been completed successfully. There is one more night training exercise scheduled for December 13.

He explained the Georgia Firefighter Standards of Training did an audit two weeks ago. The City passed with great reviews, and they were thrilled with all the paperwork being in order. He thanked Lieutenant Mike Towe for all his hard work in the training department.

**b. Monthly Police Report**

Interim Police Chief R.V. Watts presented the monthly Police Report. He stated the month of December had the lowest number of calls for service. He explained that October was a challenging month. There were three major events, which were handled swiftly and professionally. The department participated in 16 different community events. He explained property crimes go up at this time of year. They participated in a video with Paul Mullins on steps to help prevent this crime. He invited everyone to the annual Christmas Parade Thursday.

**c. Intergovernmental Agreement for Animal Control Cases**

City Administrator Logan Propes explained the Intergovernmental Agreement with Walton County for the Magistrate Court to hear all Animal Control cases instead of the Municipal Court. He explained there are very few cases that come to the Municipal Court concerning Animal Control. This will essentially streamline the process, since Walton County is the City's provider of Animal Control Services. Mr. Propes stated any fine amounts that are collected will go to Walton County as compensation for services rendered.

The committee recommends approval of the Intergovernmental Agreement with Walton County regarding the provision of Animal Control and Municipal Court Services to Council.

*Motion by Malcom, seconded by Crawford.  
Passed Unanimously.*

**6. Planning & Code**

**a. Monthly Code Report**

Mr. Patrick Kelley presented the monthly Code Report. He stated there are three businesses reported as closed, but they only reflect changes of ownership. The applicant with the contentious alcohol license withdrew their application; they are settling their differences with their landlord. He explained an ethnic minority from China and Southeast Asia requested an assembly permit and celebrated their New Year at the County Fairgrounds.

**7. Economic Development**

**a. Monthly Economic Development Report**

Ms. Sadie Krawczyk presented the monthly Economic Development Report. She stated according to downtown retailers the Small Business Saturday and Black Friday sales topped 2017. The Lights in Childers Park Kid's Parade were amazing with about 200 people in attendance. She stated the Young Gamechangers participants are being notified and the official announcement will be in mid-December; their initial introduction to Monroe will be January 31 and February 1. She explained [www.monroedowntown.com](http://www.monroedowntown.com) is being updated along with the City's website update. Ms. Krawczyk discussed upcoming events, and the Bicentennial Celebration on December 15.

**III. ITEMS OF DISCUSSION**

- 1. Public Hearing Rezone – 215 Breedlove Drive**
- 2. Public Hearing Rezone – 1600 East Church Street**
- 3. COA Appeal – 600 South Broad Street**
- 4. Appointments (3) – Downtown Development Authority & Convention & Visitors Bureau Authority**
- 5. Intergovernmental Agreement for Indigent Defense Representation**
- 6. Resolution – Authorizing the Urban Redevelopment Agency**
- 7. Resolution – Adoption of Language Access Plan**
- 8. Adopt – 2019 Council Meeting Schedule**

There was a general discussion on the above items. There was no action taken.

**IV. ITEMS REQUIRING ACTION**

**1. Public Hearing – 2019 Budget All Funds**

City Administrator Logan Propes presented the summaries of the final budget for the 2019 fiscal year beginning January 1, 2019 and ending December 31, 2019. He stated the total 2019 General Fund Budget amount is \$11,807,632 as proposed, which represents only a 2.79 percent increase from 2018. This is with the full rollback rate of 7.277 mills. The total Combined Utilities Budget is \$39,868,121, which represents a 3.26 percent increase from 2018. The Enterprise Fund Budget of Solid Waste contains an increase of 4.28 percent. He explained the net result of the Utilities and Enterprise Budgets are more volume and customers. The total of all funds combined city-wide increased 3.61 percent with a total proposed budget of \$59,456,052. Mr. Propes stated the budget was very conservative regarding personnel; there is only one new full-time position added and one part-time position being converted into a full-time position. There will be a mid-year review in the Police Department and if funding allows, more officers will be added at that time.

Ms. Beth Thompson stated there are only a few slight differences from the proposed budget, which was presented at the retreat. She explained the changes were emailed to Council, but there was not much differential.

The Mayor declared the meeting open for the purpose of public input.

There were no public comments; Mayor Howard declared that portion of the meeting closed.

*No Action.*

**2. Public Hearing – Urban Redevelopment Plan Amendment**

City Administrator Logan Propes presented the 2018 Plan Amendments of the 2008 Redevelopment Plan, which was the master plan document for many projects. The project list now needs to be expanded to cover more than the downtown core. The original plan needs to be updated to include large portions of the old Monroe Area High School parcel located off North Hammond Drive and Blaine Street, the old Blaine Street Elementary School campus off Blaine Street, the old National Bank of Walton County Bank Branch off of East Spring Street, the old Walton Plaza Shopping Center off Blaine Street, the old Piggly Wiggly Shopping Center off East Spring Street, and the old DFACS building off East Spring Street.

The Mayor declared the meeting open for the purpose of public input.

There were no public comments; Mayor Howard declared that portion of the meeting closed.

*No Action.*

**V.      ADJOURN**

*Motion by R. Bradley, seconded by Adcock.  
Passed Unanimously.*

---

**MAYOR**

---

**CITY CLERK**

The Mayor and Council met for their regular meeting.

Those Present:	John Howard	Mayor
	Wayne Adcock	Vice-Mayor
	Lee Malcom	Council Member
	Myoshia Crawford	Council Member
	Ross Bradley	Council Member
	Larry Bradley	Council Member
	Norman Garrett	Council Member
	Nathan Little	Council Member
	David Dickinson	Council Member
	Logan Propes	City Administrator
	Debbie Kirk	City Clerk
	Russell Preston	City Attorney
	Paul Rosenthal	City Attorney
	Jesse Couch	City Attorney

Staff Present: Danny Smith, Jeremiah Still, R.V. Watts, Bill Owens, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Darrell Stone, Patrick Kelley, Chris Bailey, Beverly Harrison, Sadie Krawczyk

Visitors: Andrew Kenneson, Sharon Swanepoel, Stephen Giles, Peggy Malcom, Patrick Bellefleur, Christian Witter, Dan Greene, Seth Yurman, Tommy Ratchford, Gabel Holder, Rick Holder, Joey Holliday, Joe Dixon, Kym Dixon, Dessa Morris, Nathan Purvis, Brendan Barr, George Baker III Tommy Fountain Sr., Whit Holder, Sam Harrison, Christian Woodard

**I. CALL TO ORDER – JOHN HOWARD**

**1. Invocation**

Mayor Howard gave the invocation.

**2. Roll Call**

Mayor Howard noted that all Council Members were present. There was a quorum.

**3. Approval of Agenda**

To approve the agenda as presented.

*Motion by R. Bradley, seconded by Adcock.  
Passed Unanimously*

**4. Approval of Consent Agenda**

- a. November 6, 2018 Council Minutes
- b. November 7, 2018 Council Minutes
- c. November 8, 2018 Council Minutes

- d. November 13, 2018 Council Minutes
- e. November 13, 2018 Executive Session Minutes
- f. November 20, 2018 Planning Commission Minutes
- g. November 27, 2018 Historic Preservation Commission Minutes
- h. Approval – 2019 LMIG – To approve as presented. (Recommended for Council approval by Public Works Committee December 4, 2018)
- i. Purchase – 5 Viper-ST Automated Switches – To purchase from Power Connections for \$90,705.00. (Recommended for Council approval by Utilities Committee December 4, 2018)
- j. Approval – Out of State Travel – To allow Brian Thompson, Justin Milligan, and Mike McGuire to attend TruVista’s Corporate Offices in Chester, South Carolina in January 2019 for \$485.00 as presented. (Recommended for Council approval by Utilities Committee December 4, 2018)
- k. Wastewater Treatment Plant Rehabilitation Engineering & Construction Services – Hofstadter & Associates with the amount not to exceed \$7,651,800.00, contingent upon approval of GEFA funding and being ready to construct within six months of Council approval. (Recommended for Council approval by Utilities Committee December 4, 2018)
- l. Intergovernmental Agreement for Animal Control Cases – Approval of IGA with Walton County regarding the provision of Animal Control and Municipal Court Services. (Recommended for Council approval by Public Safety Committee December 4, 2018)

Council Member Nathan Little clarified that Item K is for engineering services and construction services not just engineering services.

To approve the consent agenda as amended.

*Motion by Dickinson, seconded by Malcom.  
Passed Unanimously*

## II. PUBLIC PRESENTATION

### 1. Walton Works

Ms. Dessa Morris, Director of Work Force Development with the Walton County Development Authority, discussed Walton Works. She stated her job is to keep existing industries happy and hopefully expanding. The Walton Works Program is a partnership between the Development Authority, the school systems, Communities in Schools, and the Walton County Chamber of Commerce. She stated healthcare is the fastest growing industry in Walton County; next is manufacturing, transportation, and warehousing. They go to each of the public schools to educate and encourage the students to stay off of drugs, clean-up their social media, and get their high school diploma. Ms. Morris explained this could allow them the opportunity to work here in the community making \$51,000 a year. She stated they will be going back to the schools in March and April to help students with resumes, interviews, and job applications.

*No Action.*

Mayor Howard stated Council Member Myoshia Crawford will get a Certificate of Achievement and Council Member Norman Garrett will get a Certificate of Excellence at Mayors’ Day on January 27. The 200<sup>th</sup> Jubilee Celebration & Open House will be held at the Historic Courthouse this weekend. He stated after 25 years on the job, Chief Glass will be retiring at the end of the month. He thanked Chief Glass for his service to the City.

**III. PUBLIC FORUM****1. Public Comments**

Ms. Peggy Malcom, owner of the Monroe Antique Mall located at 530 South Madison Avenue, requested the no parking sign be removed from the front of her business. She explained several years ago, there was a woodworking shop behind Rust & Dust, and the garage across the street kept parking junk cars in their way. Ms. Malcom stated that is no longer an issue.

**2. Public Hearing****a. Rezone – 215 Breedlove Drive**

Mr. Darrell Stone presented the application of Mill Point Properties, LLC for rezone of this property from split zoning R1, B3, & M1 to overall B3. He stated the rezone acreage is 4.38, and the property has approximately 175.1 feet of road frontage on Breedlove Drive. The Code Office recommends the request be approved.

The Mayor declared the meeting open for the purpose of public input.

Mr. Nathan Purvis, the property owner, spoke in favor of the rezone. He explained the rezone will clean-up the split zoning; the majority of the change is located in the area which is in a flood plain. The Planning Commission questioned whether there are any commercial driveways on Breedlove Drive. Mr. Purvis explained there are commercial driveways for the shopping center, gas station, and the bank on Breedlove Drive. He will be sharing the shopping center driveway, not cutting a new driveway. He stated the detention pond and landscape buffer would be the only things visible from Breedlove Drive. The plan is to have a Class-A Climate Controlled Self-Storage Facility.

Council Member Lee Malcom stated when turning off of Spring Street onto Breedlove Drive the majority of the property is residential or potential residential. The proposed mini warehouses are a low impact passive type of B3 business, but she is concerned that other types of B3 businesses could have a much higher impact on the area. She understands that part of the property is zoned M1, and could be an even higher substantial impact down the road.

Mr. Purvis stated he believes that is even more reason to approve the project, the current M1 and B3 Zoning would allow many different uses and cause a higher impact. This project will be sharing a driveway, and there will be a landscape buffer off of Breedlove. Mr. Purvis stated that Mr. Harris wants the project to be approved and even has plans of expanding his shopping center at the corner of his undeveloped lot. He explained instead of building office space, he may lease the end-cap of the building from Mr. Harris.

There were no other public comments; Mayor Howard declared that portion of the meeting closed.

*No Action.*

**b. Rezone – 1600 East Church Street**

Mr. Darrell Stone presented the application of KFB Enterprises, Inc. for rezone of this property from PCD to PRD. He stated the rezone acreage is 43.42, and the property has approximately 794.6 feet of road frontage on East Church Street. The applicant is requesting to build 122 homes. The Code Office recommends the request be approved with conditions: HOA recorded with plat, side setbacks of five feet, sod lots of 4,500 or less entirely, and over 4,500 sod front to the rear of the building.

Council Member David Dickinson questioned how the change of zoning will not cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools. He stated there will be 122 houses, with two parking spaces per house, plus 50 or more cars in the common area. He questioned how the Code Department came to the conclusion that 300 additional cars on a street that has a church, a school, and another major subdivision would not create a congestion problem.

Mr. Stone stated that they recognize it will add additional traffic, and if growth continues on Church Street, the additional traffic would need to be addressed in the future with turn lanes. He stated he sees that it could be a future issue.

Mr. Dickinson questioned how the property has restricted economic use as currently zoned. The application states that the property value is estimated at almost \$3.5 million. He questioned how that is considered to be a restricted economic value.

Mr. Stone answered from that view point it isn't restricted. It is an economic value to the development as it is currently zoned.

The Mayor declared the meeting open for the purpose of public input.

Mr. Stephen Giles, with KFB Enterprises, spoke in favor of the rezone. He gave a brief presentation of the project. He stated the property was formerly known as Brookland Commons and has subsequently been renamed Charleston Manor. He discussed the commercial viability of the commercial space along East Church Street. He explained at this time the property would be best served as residential based on conversations with other developers, traffic counts, and traffic patterns. He stated residential would be in the best interest of the property and the community as a whole. Mr. Giles explained they are unable to build one piece without building the other based on the planned commercial development zoning. They are tied together, which is the economic impact on the development itself. He stated they are not requesting any changes to the infrastructure, it would all remain the same. He discussed the differences from the original 2006 request and the current proposal. Mr. Giles stated all commercial has been replaced with single-family residential and a nice amenities package. The previously approved townhomes will be changed to single-family to fit with the rest of the community. The current request has a density of 122 single-family homes.

Council Member Lee Malcom questioned the square footage, and price points. She also questioned the covenants.

Mr. Giles answered the homes will be 1,600 square feet and will start at \$210,000. He explained one of the conditions from the Planning and Zoning Committee Meeting was that the covenants must be in place when the final plat is recorded. A Home Owners Association is also a requirement.

Council Member Larry Bradley questioned whether his company will be doing the construction or the lots will be sold to a contractor.

Mr. Giles stated their intent is to sell to a single builder. LGI Homes, a large regional builder, has the project under contract currently.

Mr. Dickinson stated he would like to see the covenants and Home Owners Association documents prior to voting. He stated applicants bring illustrations of houses, and what is actually built doesn't look anything like the pictures. The site development plan addresses topography, streets, sidewalks, and lighting, not houses. The houses have to be covered by the covenants. These documents contain no specifications about percentages, and there are no actual photographs of real houses from LGI. He stated there needs to be more information on the quantity of houses that will be accessed from the rear, because the originally designed residential concept was for a traditional neighborhood. Mr. Dickinson explained Council needs more information in order to make an intelligent decision.

Mr. Giles explained the original development which was approved as Brookland Commons had a front porch community feel. There were 107 rear entry lots and 20 front entry lots originally, under the current proposal there are 102 rear entry lots and 20 front entry lots. He explained the architectural style of pedestrian-friendly community will remain the same. They want to honor and keep the original intent of the subdivision.

Mr. Dickinson questioned the ratio of the front porch compared to the square footage of a typical house plan.

Mr. Seth Yurman stated they are considering first level and second level porches on some of the units. The porches would extend approximately 10 feet and the width of the house would be between 35 and 45 feet.

Mr. Dickinson questioned whether they would be willing to put the porch specifications, materials, architectural shingles, roof pitches, and such in writing as a condition of the development. He explained that the City is pro-development, but they want good quality development.

Mr. Yurman answered they would absolutely put it in writing.

There were no other public comments; Mayor Howard declared that portion of the meeting closed.

*No Action.*

#### **IV. NEW BUSINESS**

##### **1. Rezone – 215 Breedlove Drive**

Council Member Larry Bradley made a motion to approve the rezone request as presented.

Council Member Lee Malcom requested the rezone be considered with the condition that the warehouses be built as presented. She stated if the concept were changed and it became a blanket B3 Zoning, a business with a much higher impact would be allowed.

Mayor Howard questioned whether such a condition could be placed.

City Attorney Paul Rosenthal answered that a condition could be placed and suggested the condition be made on uses. Council could make the condition upon the use only being self-storage or climate controlled self-storage, or a condition based upon buffers. He explained the applicant may have a conceptual plan, but engineering may render the building locations to change. Therefore, if a condition is made on the rendering itself, it would necessitate coming back to Council for approval

of a minor engineering change. Mr. Rosenthal suggested that if conditions are placed that the conditions be for uses or buffers, which will give the applicant and the Code Office direction concerning limitations.

To approve the rezone, with the condition of conceptual plans for the use of climate controlled self-storage as presented.

*Motion by L. Bradley, seconded by Malcom.  
Passed Unanimously.*

**2. Rezone – 1600 East Church Street**

To table rezone until next meeting to give time for the protective covenants, HOA documents, and discussed design standards to be prepared so written conditions are in place.

*Motion by Dickinson, seconded by R. Bradley.  
Passed Unanimously.*

**3. COA Appeal – 600 South Broad Street**

Mr. Darrell Stone stated the applicant presented a non-conforming design for a parking lot within the Corridor Design Overlay (CDO). The Planning and Zoning Commission denied the application due to non-compliance. The applicant has modified the design and wishes to have the decision overturned based on the new design and conditions required by Council. The parking lot was previously gravel; it is now proposed as being paved, landscaped, screened, and irrigated. The Code Office recommends approval of the Certificate of Appropriateness (COA) since it is now in compliance.

To approve the COA.

*Motion by L. Bradley, seconded by Dickinson.  
Passed Unanimously.*

**4. Appointments (3) – Downtown Development Authority & Convention & Visitors Bureau Authority**

To reappoint Mike Gray to a three (3) year term to expire December 31, 2021.

*Motion by R. Bradley, seconded by Malcom.  
Passed Unanimously.*

To appoint Meredith Malcom to a three (3) year term to expire December 31, 2021.

*Motion by Dickinson, seconded by Little.  
Passed Unanimously.*

To appoint Charles Sanders to a three (3) year term to expire December 31, 2021.

*Motion by Dickinson, seconded by Malcom.  
Passed Unanimously.*

**5. Intergovernmental Agreement for Indigent Defense Representation**

City Administrator Logan Propes explained the Intergovernmental Agreement with the Alcovy Judicial Circuit Public Defender’s Office for Indigent Defense Representation in the City of Monroe Municipal Court. The City will get a higher level of representation for a cost of \$300 per month.

To approve the Intergovernmental Agreement for Indigent Defense Representation with the Alcovy Judicial Circuit Public Defender’s Office.

*Motion by Dickinson, seconded by Adcock.  
Passed Unanimously.*

**6. Resolution – Authorizing the Urban Redevelopment Agency**

To approve the resolution as presented.

*Motion by Malcom, seconded by Crawford.  
Voting no Garrett.  
Passed 7-1.*

**7. Resolution – Urban Redevelopment Plan Amendment**

To approve the resolution as presented.

*Motion by R. Bradley, seconded by Adcock.  
Voting no Garrett.  
Passed 7-1.*

**8. Resolution – Adoption of Language Access Plan**

To approve the resolution as presented.

*Motion by Adcock, seconded by R. Bradley.  
Passed Unanimously.*

**9. Approval – 2019 Budget Resolution**

To approve the resolution as presented.

*Motion by Little, seconded by Dickinson.  
Voting no Garrett.  
Passed 7-1.*

**10. Adopt – 2019 Council Meeting Schedule**

To adopt the calendar as presented.

*Motion by Malcom, seconded by Adcock.  
Passed Unanimously.*

**11. Surplus and Sale – 0.011 Acres at 420 North Broad Street Intersection**

City Administrator Logan Propes explained that the Georgia Department of Transportation is upgrading all four corners of the intersection at North Broad Street and Marable Street. He stated it is an ADA accessibility upgrade. It does not impact the North Broad LCI Project or the future TAP Grant Streetscape Project. GDOT needs 0.011 of an acre located where 420 North Broad Street intersects with East Marable Street to complete the upgrade. Mr. Propes explained two separate

motions are needed. Council will need to declare as surplus the 0.011 of an acre located at 420 North Broad Street. The second motion will authorize the sale of the property to GDOT for the amount of \$500.00, which is the fair market value amount.

To declare as surplus the 0.011 of an acre located at 420 North Broad Street.

*Motion by Dickinson, seconded by Little.  
Passed Unanimously.*

To authorize the Mayor to execute the appropriate deed for the sale of the 0.011 of an acre located at 420 North Broad Street to GDOT for the amount of \$500.00.

*Motion by R. Bradley, seconded by Adcock.  
Passed Unanimously.*

**V.      ADJOURN TO EXECUTIVE SESSION**

*Motion by L. Bradley, seconded by Malcom.  
Passed Unanimously.*

**RETURN TO REGULAR SESSION**

To appoint R.V. Watts as Police Chief effective January 1, 2019 with an additional salary increase to begin on said date of \$5,000.00.

*Motion by R. Bradley, seconded by Dickinson.  
Passed Unanimously.*

To appoint Bill Owens as Fire Chief effective January 1, 2019 with an additional salary increase to begin on said date of \$5,000.00.

*Motion by R. Bradley, seconded by Dickinson.  
Passed Unanimously.*

**VI.      ADJOURN**

*Motion by R. Bradley, seconded by Adcock.  
Passed Unanimously.*

---

**MAYOR**

---

**CITY CLERK**

The Mayor and Council met for an Executive Session.

Those Present:	John Howard	Mayor
	Wayne Adcock	Vice-Mayor
	Lee Malcom	Council Member
	Myoshia Crawford	Council Member
	Ross Bradley	Council Member
	Larry Bradley	Council Member
	Norman Garrett	Council Member
	Nathan Little	Council Member
	David Dickinson	Council Member
	Logan Propes	City Administrator
	Debbie Kirk	City Clerk
	Russell Preston	City Attorney
	Paul Rosenthal	City Attorney
	Jesse Couch	City Attorney

**I. Call to Order – John Howard**

**1. Roll Call**

Mayor Howard noted that all Council Members were present. There was a quorum.

**II. Personnel Issue (s)**

**1. Personnel Matter**

Personnel matters were discussed, including attorney-client discussions.

To appoint R.V. Watts as Police Chief effective January 1, 2019 with an additional salary increase to begin on said date of \$5,000.00.

*Motion by R. Bradley, seconded by Dickinson.  
Passed Unanimously.*

To appoint Bill Owens as Fire Chief effective January 1, 2019 with an additional salary increase to begin on said date of \$5,000.00.

*Motion by R. Bradley, seconded by Dickinson.  
Passed Unanimously.*

**III. Adjourn to Regular Session**

*Motion by Malcom, seconded by Little.  
Passed Unanimously.*

**MONROE PLANNING COMMISSION  
MINUTES  
December 18, 2018**

**Present:** Mike Eckles, David Butler, Randy Camp, Rosalind Parks, Kyle Harrison

**Absent:** None

**Staff:** Patrick Kelley – Director of Code & Development  
Darrell Stone – Director of Planning and Development

**Visitors:**

**CALL TO ORDER –CHAIRMAN MIKE ECKLES**

Chairman Eckles asked for any changes, corrections or additions to the November 20, 2018 minutes. Hearing none he entertained a motion. Parks made a motion to approve. Butler seconded. Motion carried. Minutes approved.

Code Officer Report: None

Public Hearing open 5:31 pm

**The first item of business:** is for petition # 18-00499 for a COA at 308 South Broad Street. The applicant is First Baptist Church of Monroe. They are requesting a COA to place a parking lot in a portion of the Sanders Walker Memorial Park and to move the park to the Broad Street side of the parcel.

Chairman Eckles asked for a representative of the request. There was none.

Public Hearing closed 5:32

Chairman Eckles entertained a motion to table the item.

Motion made by Parks Seconded by Butler  
Motion Carried Item tabled until January meeting.

Public Hearing opened at 5:32 pm

**The seconded item of business:** is for petition # 18-00501 for a Variance at 308 S Broad St. for a curb cut for entrance only, near the intersection of McDaniel and Wayne Street. The applicant is First Baptist Church of Monroe owner of the property. The property consists of a total of .32 ac with 225 ft of road frontage on McDaniel St and approximately 69 ft of road frontage on Wayne Street with approximately 64 ft of road frontage on South Broad Street. The Code Department recommends denial.

Chairman Eckles asked for a motion to table this item also.

Motion made by Parks Seconded by Harrison  
Motion Carried – item tabled until January meeting.

Public Hearing closed at 5:33 pm

Old business: None

New business: None

Chairman Eckles entertained a motion to adjourn.

Motion made by Parks Seconded by Camp  
Motion carried – meeting adjourned at 5:34 pm

# Downtown Development Authority

## City of Monroe

Minutes of the meeting held Thursday, November 8, 2018 at 8:00 am  
At City Hall  
215 N. Broad Street, Monroe, GA 30655

### Members Present:

Lisa Anderson, Chairman  
Mike Gray, Secretary  
Charles Sanders  
Wesley Sisk  
Ross Bradley  
Whit Holder  
Meredith Malcom  
Andrea Gray

City Staff:  
Sadie Krawczyk  
Leigh Ann Walker  
Logan Propes  
Darrell Stone  
Les Russell

Excused absences: none

Guests: Jimmy Norton

The meeting was called to order at 8:07 by Chairman Lisa Anderson  
A quorum of members was declared.

The minutes of the October meeting were approved after a motion was made by Whit Holder and a second by Mike Gray.

The September Financial Reports were approved after a motion by Charles Sanders and a second by Wesley Sisk.

### Public Forum

None.

### City Update

SPLOST has been approved; introduced Darrell Stone, the new City Planning Department Head; Police Station is looking at a 6-7 month build out and city is planning on using DDA to serve as the Urban Redevelopment Authority to bond out the construction and eventually sell the current MPD building; Veterans Walk property purchase closed; Hitachi tax abatement was approved by City Council for a minimum \$20,000,000 expansion with 100 more jobs in Piedmont Regional Industrial Park.

### Community Work Plan Review & Reports

**Goal #1 - Parking** - waiting on revised quote from A1 signs; Mr. Stone shared the parking redesign for Lumpkin Ave.; Ross Bradley brought up the subject of encouraging parking enforcement tools for city council budget discussions currently underway.

**Goal #2 – Infill Development** – City is working on creating a new R1B zoning to incentivize infill housing development near the city center; LR Burger has turned in construction plans to the code department for review.

**Goal #3 – New Entertainment Draws** – Board approved bringing in Dock Dogs for an April weekend event in 2019 for the cost of \$7,500.00 after a motion from Wesley Sisk and a second from Charles Sanders; Team Up storybook run will be at the end of April again next year, hoping to pair this event with the Children’s Book Festival that Story Shop would like to host; Gail Zorn is putting together a committee to start planning the Monroe Flower Festival for early June; Monroe is a finalist in the Levitt AMP [your city] concert series grant contest, online voting is taking place now, if awarded we will host 10 concerts this summer on the town green with the \$25,000 funding.

#### Programs

**Events** – Light Up the Night rescheduled for 11/8; Bikes, Trikes, & Magical Lights Kids Christmas Parade set for Thursday, Nov. 29<sup>th</sup> in Childers Park; Christmas Parade is 12/6; Santa and carriage rides is 12/13, Grinch and carriage rides is 12/20; Walton County Courthouse Bicentennial Celebration is Saturday, Dec. 15<sup>th</sup>.

**Downtown Design** – planters will be planted this weekend; city is working on town park design; new quote for pressure washing downtown sidewalks, will be discussed further in CVB meeting.

**Farmers Market** – market is in the extended season at this time until 11/17; FM marketing position is open for new applicants

#### Funding

**Sponsorship** – reviewed letter to current sponsors, will send out prior to end of November with invoice for 2019 sponsorship; thank you gifts with save the date for January celebration will be delivered in December.

**Façade Grant** – none.

**Community Event Grant** – none.

#### New Business

Young Gamechangers participant applications are due by Friday, Nov. 9<sup>th</sup>.

#### Announcements

The next meeting will be December 13, 2018 at City Hall.

The meeting was adjourned after a motion was made by Ross Bradley and seconded by Mike Gray.

# Downtown Development Authority City of Monroe

Minutes of the meeting held Thursday, December 13, 2018 at 8:00 am  
At City Hall  
215 N. Broad Street, Monroe, GA 30655

## Members Present:

Lisa Anderson, Chairman  
Charles Sanders  
Wesley Sisk  
Whit Holder  
Meredith Malcom  
Andrea Gray

City Staff:  
Sadie Krawczyk  
Leigh Ann Walker  
Logan Propes  
Darrell Stone  
Les Russell

Excused absences: Mike Gray, Secretary, Ross Bradley

Guests: Roger Murray, Tommy Rashford

The meeting was called to order at 8:06 by Chairman Lisa Anderson  
A quorum of members was declared.

The minutes of the November meeting were approved after a motion was made by Andrea Gray  
and a second by Meredith Malcom.

The October Financial Reports were approved after a motion by Charles Sanders and a second by  
Whit Holder.

## Public Forum

No comments.

## City Update

Young Gamechangers team has been announced; their first introduction to Monroe will be on  
January 31, 2019. The alleyway behind the UGA extension office has been repaved.

## Community Work Plan Review & Reports

**Goal #1 - Parking** - the board reviewed the A1 sign proposal, and unanimously approved moving  
forward with ordering a prototype of the sign for \$500 after a motion from Whit Holder and a  
second by Wesley Sisk.

**Goal #2 - Infill Development** - Old Monroe Elementary Site has been rezoned, Grace Monroe  
plans to begin redevelopment in Spring of 2019; demolition of vacant building on John's  
Supermarket parcel will begin before the end of the month; LR Burger is ready to proceed with  
construction; OneStreet Residential is ready to proceed with construction on apartments at the  
Walton Mill; hotel developer has expressed interest in Monroe downtown, putting together  
marketing package with ECG at this time.

**Goal #3 – New Entertainment Draws** – Lights in Childers have been a huge success this holiday season; the board reviewed the proposed 2019 event calendar (attached); Childers play equipment will be installed early next year, the slides and swings have been delivered.

#### Programs

**Events** – Christmas Parade was the largest ever, and went very well; Santa and carriage rides is 12/13, Grinch and carriage rides is 12/20; the City of Monroe courthouse replica float will be present along with children’s choirs at each candlelight shopping event; Walton County Courthouse Bicentennial Celebration is Saturday, Dec. 15<sup>th</sup>; live nativity on the courthouse lawn will be next week as well.

**Downtown Design** – planters have been replanted and sidewalks pressure washed.

**Farmers Market** – season is now over; financials will be ready for review at next board meeting.

#### Funding

**Sponsorship** – sponsor letters have generated \$7,750 in 2019 sponsorships so far; \$39,000+ collected for 2018; poinsettias are here for delivery to sponsors as year-end thank you; Downtown Celebration Banquet will be Tuesday, Jan. 29<sup>th</sup>.

**Façade Grant** – 135 S. Broad Street, approved grant in the amount of \$333.15 after a motion from Wesley Sisk and a second from Charles Sanders.

**Community Event Grant** – none.

#### New Business

Darrell Stone shared an update on the GDOT truck route construction; he has a follow up meeting with GDOT on 1/9/2019 and requested letters of support from our board and other downtown businesses; currently 2000+ trucks a day go through downtown.

#### Announcements

The next meeting will be January 10, 2019 at City Hall.

The meeting was adjourned after a motion was made by Whit Holder and seconded by Charles Sanders.

**2019 Downtown Events:**

February 7 (Thursday) – Chocolate Walk

March 16 (Saturday) – Car Show

April 12 (Friday) – Food Truck Friday

April 13-14 (Saturday-Sunday) – Dock Dogs Event, PAWS in the Park, Childers Easter Egg hunt, Antiques?

April 27 (Saturday) – Farm to Table

Late April/Early May – Children’s Book Festival? & FM opening weekend?

May 3 (Friday) – First Friday Concert on Courthouse lawn

June 7 (Friday) – First Friday Concert, location TBD

June 15 (Saturday) – Monroe Flower Festival

July 4 (Thursday) – City Fireworks

July 26 (Friday) – Movies at the Mill

August 2 (Friday) – First Friday Concert, location TBD

September 6 (Friday) – First Friday Concert on Town Green

October 12 (Saturday) – Fall Fest with full street closure

October 25 (Friday) – Food Truck Friday

November 7 (Thursday) – Light Up the Night

November 21 (Thursday) – Magical Light Parade in Childers

December 5 (Thursday) – Christmas Parade

December 12 (Thursday) – Candlelight Shopping & Carriage Rides

December 19 (Thursday) – Candlelight Shopping & Carriage Rides

Alive After Five?, November Candlelight Shopping?

**Monroe Convention and Visitors Bureau Authority**  
**Minutes of the meeting held Thursday, November 8, 2018 at 9:00 am**  
**City Hall**  
**215 N. Broad Street, Monroe GA 30655**

**Members Present:**

Lisa Anderson, Chairman  
 Charles Sanders  
 Wesley Sisk  
 Ross Bradley  
 Whit Holder  
 Meredith Malcom  
 Andrea Gray  
 Mike Gray

**City Staff:**

Sadie Krawczyk  
 Leigh Ann Walker  
 Logan Propes  
 Darrell Stone  
 Les Russell

Excused absences: none

Guests: none

The meeting was called to order at 9:13 am by Chairman Lisa Reynolds.

The minutes of the October meeting we approved after a motion from Charles Sanders and a second by Meredith Malcom.

The September Financials were approved after a motion from Ross Bradley and a second by Whit Holder.

**Chairman's Report:**

None.

**Executive Directors Report:**

Still seeing interest in a flag hotel, but no commitment as of yet.

**Old Business:**

TV commercial will air for a holiday package from 11/12 to 12/3 for \$3500.

**New Business:**

The board is not interested in cost sharing holiday ads in the Walton Tribune shopping guide this year; The Walton Chamber of Commerce is handing over the Antiques Capital of Georgia branding to CVB for us to continue the marketing efforts.

The board unanimously approved hiring Knight's Pressure Washing to wash sidewalks downtown from Highland to Church Street for an amount not to exceed \$6,000.00 after a motion was made by Ross Bradley and seconded by Andrea Gray.

**Announcements:**

Museum Gala to unveil the governors painting was 11/7.

Mini Evergreen Festival at the McDaniel Tichenor House is 11/9 at 6 pm.

MJSL Taste of Monroe event was successful last Sunday night.

The next meeting will be December 13, 2018 at City Hall.

The meeting was adjourned after a motion from Ross Bradley and a second from Charles Sanders.

Monroe Convention and Visitors Bureau Authority  
Minutes of the meeting held Thursday, December 13, 2018 at 9:00 am  
City Hall  
215 N. Broad Street, Monroe GA 30655

Members Present:

Lisa Anderson, Chairman  
Charles Sanders  
Wesley Sisk  
Whit Holder  
Meredith Malcom  
Andrea Gray

City Staff:  
Sadie Krawczyk  
Leigh Ann Walker  
Logan Propes  
Darrell Stone  
Les Russell

Excused absences: Ross Bradley, Mike Gray

Guests: Roger Murray, Tommy Rashford

The meeting was called to order at 8:51 am by Chairman Lisa Reynolds.  
The minutes of the November meeting we approved after a motion from Meredith Malcom and a second by Charles Sanders.  
The October Financials were approved after a motion from Whit Holder and a second by Andrea Gray.

Chairman’s Report:  
None.

Executive Directors Report:  
None.

Old Business:  
TV commercial has been airing, still have more commercials in budget to be used; pressure washing is completed.

New Business:  
The Local Crowd platform has another crowdfunding campaign underway for Major Humphrey’s Brewery; the gift registry tool has been updated and promoted in shops for the holiday season.

Announcements:

The next meeting will be January 10, 2019 at City Hall.  
The meeting was adjourned after a motion from Wesley Sisk and a second from Andrea Gray.

Monroe Urban Redevelopment Agency  
Minutes of the meeting held Thursday, December 13, 2018 at 9:00 am  
City Hall  
215 N. Broad Street, Monroe GA 30655

Members Present:

Lisa Anderson, Chairman  
Charles Sanders  
Wesley Sisk  
Whit Holder  
Meredith Malcom  
Andrea Gray

City Staff:  
Sadie Krawczyk  
Leigh Ann Walker  
Logan Propes  
Darrell Stone  
Les Russell

Excused absences: Ross Bradley, Mike Gray

Guests: Roger Murray, Tommy Rashford

The meeting was called to order at 9:00 am by Chairman Lisa Reynolds.  
A quorum of members was declared.

Action Items:

A motion was made by Wesley Sisk and seconded by Whit Holder to approve the Resolution to Accept the Urban Redevelopment Agency Powers and the agency bylaws. Passed unanimously by the board.

A motion was made by Wesley Sisk and seconded by Andrea Gray to accept the Letter of Intent with Stifel regarding the Underwriter/Placement Agent Engagement Relating to Potential Municipal Securities Transaction for the City of Monroe’s Municipal and Public Safety Complex. Passed unanimously by the board.

The meeting was adjourned after a motion from Whit Holder and a second from Meredith Malcom.



**To:** Finance Committee, City Council  
**From:** Chris Bailey, Director of Central Services  
**Department:** Finance  
**Date:** 01/02/2019  
**Subject:** Customer Service & Drive Thru Renovation

**Budget Account/Project Name: Capital Improvement Program (CIP)**

**Funding Source: Capital Improvement Program (CIP)**

**Budget Allocation:** \$225,000.00

**Budget Available:** \$225,000.00

**Requested Expense:** \$150,000.00

**Company of Purchase:** Sizemore Group (Garland/DBS)

**Description:**

This request and project will follow the same process as the Police Station design and build, as it will request the company of design and engineering, to then be followed by bidding of construction, and finished with the actual construction. The Sizemore Group will provide the design and engineering and serve as General Contractor (GC) over the project. All phases are not to exceed \$150,000 with the remainder being used for carpeting, additional office space, and painting to be a separate aspect of the overall Customer Service renovation, and expand into other areas which will seek approval at that time. This request is for the approval of Sizemore Group as the engineering and design firm, and to then serve as the GC and bid construction phases for the drive thru and customer service areas associated. This project is operationally critical based on the inoperable equipment and functions of the current system.

**Background:**

The City of Monroe will always seek to expand and renovate buildings and systems to become more customer friendly and employee efficient. This renovation will provide for new systems and equipment that will replace current inoperable equipment in the customer service area.

**Attachment(s):**

N/A



**To:** City Council

**From:** Patrick Kelley

**Department:** Planning, Zoning and Code

**Date:** 10-30-18

**Description:** Rezone request for 1600 E. Church St. from PCD to PRD  
 FKA: Brookland Commons / Currently known as Charleston Manor.  
 The developer desires to reconfigure the Commercial office space infrastructure to accommodate single family home development in the same manner as the original single family parameters from the original design. They also wish to include an amenities package with green space, a clubhouse, swimming pool, tennis courts, half-court basketball, a pickle ball court and a playground. This area will also house the Cluster box unit for mail for the entire project. Example elevations are included with the request.

---

**Budget Account/Project Name:** NA

**Funding Source:** 2018 NA

**Budget Allocation:** NA

**Budget Available:** NA

**Requested Expense:** \$NA      **Company of Purchase:** NA

---

**Recommendation:** *Approval*

**Background:** This property is a long standing defunct planned development with infrastructure in place. This property was originally rezoned to a planned commercial district but would have more readily conformed to planned residential. In order to encourage the buildout of this property the owners are requesting a rezone to allow for reconfiguration of the area which was previously designed for a combination of retail/ office and single family attached townhomes.

**Attachment(s):** See remainder of this file below.

**October 23, 2018**

**Petition Number:** 18-00479  
**Applicant:** KFB Enterprises  
**Location:** 1600 East Church Street  
**Proposed Zoning:** PRD  
**Existing Zoning:** PCD  
**Acreage:** Total acreage 43.42 AC  
**Proposed Use:** Residential

**CODE ENFORCEMENT STAFF RECOMMENDATION**

Approve  
 Deny  
 Approve with recommended conditions

- (a) The applicant, KFB Enterprises, Inc. request a rezone for property located at 1600 East Church Street. The project has approximately 794.6 ft of road frontage on East Church Street. The property consists of 43.42 ac. The recommendation of the Code Department is for Approval.
- (b) The Property is presently zoned PCD
- (c) The requested zoning classification is PRD
- (d) The requested zoning will permit a use that is suitable in view of the use and development of adjacent and nearby property.
- (e) The change of zoning will not adversely affect the existing and adjacent property.
- (f) The subject property does have restricted economic use as currently zoned.
- (g) The change of zoning will not cause an excessive or burdensome use of existing street, transportation facilities, utilities or schools.
- (h) The Future Land Use Plan indicates the property should be Residential.

Recommended conditions:

# RE-ZONING REQUEST ALL TYPES



215 North Broad Street  
 Monroe, GA 30655  
 CALLFORINSPECTIONS  
 770-207-4674 ... Phone  
 dadkinson@monroega.gov

31

PERMIT NUMBER	DATE ISSUED	VALUATION	FEE	ISSUED BY
18-00479	10/19/2018	\$ 0.00	\$ 100.00	adkinson

NAME + ADDRESS	LOCATION	1600 E Church St Monroe, GA 30655	USEZONE	PCD	FLOODZONE	No
			PN	M0024-154-000		
	CONTRACTOR	K F B ENTERPRISES	SUBDIVISION			
			LOT			
			BLOCK	0		
			UTILITIES...			
		P O Box 122 Conyers GA 30012	Electric			
			Sewer			
			Gas			
OWNER	K F B ENTERPRISES,		PROJECTID#	1600EChurchSt-18101 9-1		
			EXPIRATIONDATE:	12/31/2018		
		P O Box 122 Conyers GA 30012				

## CHARACTERISTICS OF WORK

### DESCRIPTION OF WORK

REQUEST FOR REZONE FROM PCD TO  
 PRD-P&Z MTG 11/20/18 @ 5:30  
 PM-COUNCIL MTG 12/11/18 @ 6:00 PM 215  
 N BROAD STREET

### NATURE OF WORK

Other

### CENSUS REPORT CODE

875 - \* Re-Zoning Request

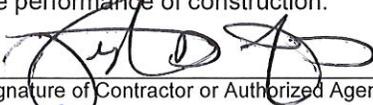
### DIMENSIONS

	#STORIES	
SQUAREFOOTAGE		Sq. Ft.
	#UNITS	
SINGLE FAMILY ONLY		
	#BATHROOMS	
	#BEDROOMS	
	TOTAL ROOMS	

## NOTICE

This permit becomes null and void if work or construction authorized is not commenced within six (6) months, or if construction or work is suspended or abandoned for a period of six (6) months at any time after work is started.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

  
 Signature of Contractor or Authorized Agent

10-19-18  
 Date

  
 Approved By

10-19-18  
 Date

## MANAGE YOUR PERMIT ONLINE

### WEBADDRESS

<http://BuildingDepartment.com/project>

### PERMIT NUMBER

18-00479

### PERMIT PIN

57186

**REZONE APPLICATION FORM**

PERMIT NUMBER \_\_\_\_\_

LOCATION 1600 East Church St. Monroe, GA 30655

COUNCIL DISTRICT: District 5 and 8

MAP NUMBER: M24 \_\_\_\_\_

PARCEL NUMBER: 154

PRESENT ZONING: PCD REQUESTED ZONING: PRD

ACREAGE 43.42 PROPOSED USE Single Family Residential

OWNER OF RECORD: KFB Enterprises, Inc.

ADDRESS: P.O. Box 122 Conyers, GA 30012

PHONE NUMBER 770-922-5445

The following information must be supplied by the applicant. (attach additional pages if needed)

ANALYSIS:

**1. A description of all existing uses and zoning of nearby property:**

The 43.42-acre subject property is located on the south side of Church Street (Georgia Highway 83). It is bordered on the west by the Carver Middle School campus and an undeveloped tract owned by Jack Sockwell III. It is bound on the south by Grubby Creek and on the east by the future home of Browns Hill Baptist Church. The subject property slopes gently to the south and is covered with a mix of pine and hardwood secondary growth.

The parcel is currently zoned PCD and lies within the city limits of Monroe.

Surrounding uses and zones are as follows:

North: R-1 and A-1 (County); Residential uses and Walker Baptist Church nearby

East: A-1 (County), Carver Middle School A-1

South: R-1 and A-1 (County), Undeveloped/ Housing

West: R-1; Future home of American Red Cross and Browns Hill Baptist Church

**2. Description of the extent to which the property value of the subject property is diminished by the existing zoning district classification**

As it stands today, there is a very limited market for the commercial portion of the Planned Commercial Development. As a PCD, the commercial and residential are tied together in construction. Unfortunately, without rezoning the commercial to residential, it is highly unlikely this property would be developed due to the low demand for commercial at this property.

**3. The existing value of the property contained in the petition for rezoning under the existing zoning classification:**

It's our estimate, that with it's currently zoning, the value of the PCD would be \$3,200,000.

**4. The value of the property contained in the application for rezoning under the proposed zoning Classification:**

It's our estimate, that with the proposed zoning, the value of the PRD would be closer to \$4,300,000.

**5. A description of the suitability of the subject property under the existing zoning classification:**

The intent and overall design of the original PCD zoning was exciting. However, the timing of the original development, as well as the market conditions since that time have informed us that while the residential demand is rapidly expanding now, the commercial market is not for this location. With the PCD zoning requirements of concurrent construction, the building and carrying costs for commercial property with no foreseeable income are high hurdles to overcome for any builder and developer. As such, we believe that while the property is suitable for the existing zoning, the community and this property would be better served if this were re-zoned as a PRD.

**6. A description of the suitability of the subject property under the proposed zoning classification of the property:**

As a PRD, the only changes to the actual property would take place within two areas:

1. What is currently zoned as commercial, and
2. The townhouses just to the south of the commercial area

As such, everything south of the large open green space proposed in the property will remain the same.

Some changes will be required to the property if the rezoning request is approved.

The commercial site would be re-developed into two portions; an amenity package for the residents as well as converting the northeastern most portion of the property into single family houses. Due to the layout, the PRD would be the highest and best use as it allows construction of new homes that provide a great community while meeting all zoning and architectural requirements as put forth by the city.

**7. A description of any existing use of property including a description of all structures presently occupying the property:**

Currently, the property is unused, but does have roads, as well as water and sewer inlaid.

**8. The length of time the property has been vacant or unused as currently zoned:**

The property has sat vacant since it was foreclosed on in January of 2006.

**9. A detailed description of all efforts taken by the property owner(s) to use the property or sell the property under the existing zoning classification:**

The property has been marketed for sale through various brokers with limited interest up until the past year and a half. During that time, we have received various inquiries, but none that were at market.

As recent as 3 months ago, we reached a deal with LGI, a national home builder expanding into this market. The property is currently under contract with LGI, pending certain conditions – including the successful re-zoning of this property to PRD from PCD.

**LEGAL DESCRIPTION OF PROPERTY**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 102, 103 & 107 OF THE 3<sup>RD</sup> DISTRICT OF WALTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE CENTERLINE OF YOUNG STREET AND THE SOUTHERN RIGHT-OF-WAY LINE OF GOOD HOPE ROAD (HAVING AN 80' RIGHT-OF-WAY), AKA CHURCH STREET, RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 77 DEGREES 04 MINUTES 21 SECONDS EAST A DISTANCE OF 735.78 FEET TO A 5/8" REBAR AND THE TRUE POINT OF BEGINNING.

RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 73 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 51.65 FEET TO A POINT ON SAID SOUTHERN RIGHT-OF-WAY; RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 71 DEGREES 51 MINUTES 17 SECONDS EAST A DISTANCE OF 207.41 FEET TO A POINT ON SAID SOUTHERN RIGHT-OF-WAY; RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 71 DEGREES 23 MINUTES 27 SECONDS EAST A DISTANCE OF 210.84 FEET TO A POINT ON SAID SOUTHERN RIGHT-OF-WAY; RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 71 DEGREES 06 MINUTES 56 SECONDS EAST A DISTANCE OF 107.09 FEET TO A POINT ON SAID RIGHT-OF-WAY; RUN THENCE (ALONG SAID SOUTHERN RIGHT-OF-WAY) NORTH 70 DEGREES 39 MINUTES 16 SECONDS EAST A DISTANCE OF 224.18 FEET TO A 1/2" REBAR ON THE SOUTHERN RIGHT-OF-WAY; RUN THENCE (LEAVING SAID RIGHT-OF-WAY) SOUTH 18 DEGREES 21 MINUTES 23 SECONDS EAST A DISTANCE OF 349.73 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 21 MINUTES 50 SECONDS EAST A DISTANCE OF 86.21 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 23 MINUTES 15 SECONDS EAST A DISTANCE OF 94.11 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 22 MINUTES 01 SECONDS A DISTANCE OF 113.92 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 25 MINUTES 39 SECONDS EAST A DISTANCE OF 50.20 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 17 MINUTES 47 SECONDS EAST A DISTANCE OF 99.87 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 20 MINUTES 20 SECONDS EAST A DISTANCE OF 50.12 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 27 MINUTES 23 SECONDS EAST A DISTANCE OF 49.88 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 17 MINUTES 22 SECONDS EAST A DISTANCE OF 49.95 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 30 MINUTES 49 SECONDS EAST A DISTANCE OF 50.14 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 11 MINUTES 06 SECONDS EAST A DISTANCE OF 49.88 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 25 MINUTES 13 SECONDS EAST A DISTANCE OF 49.98 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 14 MINUTES 26 SECONDS EAST A DISTANCE OF 50.13 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 17 DEGREES 43 MINUTES 01 SECONDS EAST A DISTANCE OF 6.65 FEET TO A 1/2" REBAR; RUN THENCE 18 DEGREES 29 MINUTES 44 SECONDS EAST A DISTANCE OF 48.32 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 21 MINUTES 13 SECONDS EAST A DISTANCE OF 54.99 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 23 MINUTES 00 SECONDS A DISTANCE OF 49.88 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 04 MINUTES 55 SECONDS EAST A DISTANCE OF 33.81 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 25 MINUTES 52 SECONDS EAST A DISTANCE OF 90.38 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 22 MINUTES 18 SECONDS EAST A DISTANCE OF 118.08 FEET TO A 1/2" REBAR; RUN THENCE SOUTH 18 DEGREES 15 MINUTES 30 SECONDS EAST A DISTANCE OF 68.69 FEET TO A 3/4" REBAR; RUN THENCE SOUTH 18 DEGREES 19 MINUTES 56 SECONDS EAST A DISTANCE OF 104.53 FEET A DISTANCE OF 104.53 FEET TO AN AXEL; RUN THENCE SOUTH 18 DEGREES 19 MINUTES 56 SECONDS EAST A DISTANCE OF 140.27 FEET TO A POINT ON THE CENTERLINE OF GRUBBY CREEK, THE CENTER LINE OF SAID CREEK IS THE PROPERTY LINE; RUN THENCE THE FOLLOWING DISTANCES AND COURSES ALONG SAID CREEK:

SOUTH 79 DEGREES 11 MINUTES 13 SECONDS WEST A DISTANCE OF 15.61 FEET;  
SOUTH 80 DEGREES 55 MINUTES 53 SECONDS WEST A DISTANCE OF 61.66 FEET;  
NORTH 54 DEGREES 07 MINUTES 58 SECONDS WEST A DISTANCE OF 67.42 FEET;  
NORTH 65 DEGREES 59 MINUTES 31 SECONDS WEST A DISTANCE OF 38.60 FEET;  
NORTH 80 DEGREES 51 MINUTES 48 SECONDS WEST A DISTANCE OF 42.83 FEET;  
NORTH 86 DEGREES 38 MINUTES 30 SECONDS WEST A DISTANCE OF 38.40 FEET;  
SOUTH 48 DEGREES 55 MINUTES 37 SECONDS WEST A DISTANCE OF 47.62 FEET;  
NORTH 43 DEGREES 15 MINUTES 19 SECONDS WEST A DISTANCE OF 52.33 FEET;  
SOUTH 85 DEGREES 50 MINUTES 44 SECONDS WEST A DISTANCE OF 41.57 FEET;  
NORTH 43 DEGREES 12 MINUTES 00 SECONDS WEST A DISTANCE OF 31.33 FEET;  
SOUTH 84 DEGREES 40 MINUTES 42 SECONDS WEST A DISTANCE OF 80.97 FEET;  
SOUTH 68 DEGREES 01 MINUTES 56 SECONDS WEST A DISTANCE OF 44.77 FEET;  
SOUTH 53 DEGREES 59 MINUTES 04 SECONDS WEST A DISTANCE OF 57.63 FEET;  
NORTH 68 DEGREES 20 MINUTES 05 SECONDS WEST A DISTANCE OF 49.32 FEET;  
SOUTH 82 DEGREES 09 MINUTES 37 SECONDS WEST A DISTANCE OF 53.64 FEET;  
SOUTH 63 DEGREES 03 MINUTES 28 SECONDS WEST A DISTANCE OF 52.05 FEET;  
SOUTH 23 DEGREES 15 MINUTES 37 SECONDS EAST A DISTANCE OF 63.58 FEET;  
SOUTH 77 DEGREES 04 MINUTES 59 SECONDS WEST A DISTANCE OF 88.82 FEET;  
NORTH 86 DEGREES 42 MINUTES 52 SECONDS WEST A DISTANCE OF 29.85 FEET;  
SOUTH 73 DEGREES 15 MINUTES 31 SECONDS WEST A DISTANCE OF 60.75 FEET;  
SOUTH 44 DEGREES 13 MINUTES 29 SECONDS WEST A DISTANCE OF 28.31 FEET;  
SOUTH 30 DEGREES 54 MINUTES 22 SECONDS EAST A DISTANCE OF 49.61 FEET;  
SOUTH 43 DEGREES 26 MINUTES 20 SECONDS WEST A DISTANCE OF 38.32 FEET;  
SOUTH 18 DEGREES 29 MINUTES 43 SECONDS WEST A DISTANCE OF 27.48 FEET;  
SOUTH 05 DEGREES 07 MINUTES 26 SECONDS WEST A DISTANCE OF 56.00 FEET;  
SOUTH 49 DEGREES 34 MINUTES 54 SECONDS WEST A DISTANCE OF 81.81 FEET;

SOUTH 88 DEGREES 38 MINUTES 36 SECONDS WEST A DISTANCE OF 45.10 FEET;

SOUTH 32 DEGREES 03 MINUTES 08 SECONDS WEST A DISTANCE OF 45.03 FEET;

SOUTH 47 DEGREES 41 MINUTES 16 SECONDS WEST A DISTANCE OF 65.20 FEET;

TO A POINT; RUN THENCE NORTH 30 DEGREES 25 MINUTES 02 SECONDS WEST A DISTANCE OF 642.75 FEET TO A POINT; RUN THENCE NORTH 60 DEGREES 13 MINUTES 33 SECONDS EAST A DISTANCE OF 142.75 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 13 MINUTES 51 SECONDS WEST A DISTANCE 30.05 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 16 MINUTES 53 SECONDS WEST A DISTANCE OF 63.19 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 16 MINUTES 22 SECONDS WEST A DISTANCE OF 69.20 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 11 MINUTES 42 SECONDS WEST A DISTANCE OF 71.61 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 21 MINUTES 13 SECONDS WEST A DISTANCE OF 69.90 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 16 MINUTES 49 SECONDS WEST A DISTANCE OF 64.24 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 14 MINUTES 52 SECONDS WEST A DISTANCE OF 64.35 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 19 MINUTES 50 SECONDS WEST A DISTANCE OF 65.33 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 17 MINUTES 23 SECONDS WEST A DISTANCE OF 42.82 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 18 MINUTES 22 SECONDS WEST A DISTANCE OF 116.97 FEET TO A POINT; RUN THENCE NORTH 28 DEGREES 12 MINUTES 49 SECONDS WEST A DISTANCE OF 66.15 FEET TO A ½" REBAR; RUN THENCE NORTH 52 DEGREES 39 MINUTES 45 SECONDS EAST A DISTANCE OF 115.25 FEET TO A ½" REBAR; RUN THENCE NORTH 52 DEGREES 36 MINUTES 24 SECONDS EAST A DISTANCE OF 122.01 FEET TO A ½" REBAR; RUN THENCE NORTH 51 DEGREES 24 MINUTES 39 SECONDS EAST A DISTANCE OF 17.55 FEET TO A ½" REBAR; RUN THENCE NORTH 78 DEGREES 22 MINUTES 15 SECONDS EAST A DISTANCE OF 65.88 FEET TO A ½" REBAR; RUN THENCE NORTH 78 DEGREES 25 MINUTES 32 SECONDS EAST A DISTANCE OF 50.10 FEET TO A ½" REBAR; RUN THENCE NORTH 78 DEGREES 32 MINUTES 48 SECONDS EAST A DISTANCE OF 50.07 FEET TO A ½" REBAR; RUN THENCE NORTH 78 DEGREES 03 MINUTES 10 SECONDS EAST A DISTANCE OF 35.61 FEET TO A ½" REBAR; RUN THENCE NORTH 03 DEGREES 12 MINUTES 16 SECONDS WEST A DISTANCE OF 109.29 FEET TO A ½" REBAR; RUN THENCE NORTH 17 DEGREES 28 MINUTES 21 SECONDS WEST A DISTANCE OF 9.96 FEET TO A ½" REBAR; RUN THENCE NORTH 18 DEGREES 14 MINUTES 08 SECONDS WEST A DISTANCE OF 110.06 FEET TO A ½" REBAR; RUN THENCE NORTH 18 DEGREES 15 MINUTES 29 SECONDS WEST A DISTANCE OF 39.02 FEET TO A ½" REBAR; RUN THENCE NORTH 18 DEGREES 26 MINUTES 48 SECONDS WEST A DISTANCE OF 11.00 FEET TO A ½" REBAR; RUN THENCE NORTH 18 DEGREES 21 MINUTES 55 SECONDS WEST A DISTANCE OF 26.31 FEET TO A ½" REBAR; RUN THENCE NORTH 25 DEGREES 44 MINUTES 17 SECONDS WEST A DISTANCE OF 23.85 FEET TO A ½" REBAR; RUN THENCE NORTH 25 DEGREES 57 MINUTES 04 SECONDS WEST A DISTANCE OF 50.48 FEET TO A ½" REBAR; RUN THENCE NORTH 26 DEGREES 06 MINUTES 10 SECONDS WEST A DISTANCE OF 88.64 FEET TO A 5/8" REBAR AND THE TRUE POINT OF BEGINNING.

**THAT TRACT BEING 43.418 ACRES AS SHOWN ON A PLAT OF SURVEY PREPARED BY ALCOVY SURVEYING AND ENGINEERING, INC., RONALD CALVIN SMITH REGISTERED LAND SURVEYOR LICENSE NO. 2921, DATED JULY 28, 2017, FOR KFB ENTERPRISES.**

Wherefore, applicant prays that the procedures incident to the presentation of this petition be taken, and the property be rezoned accordingly.

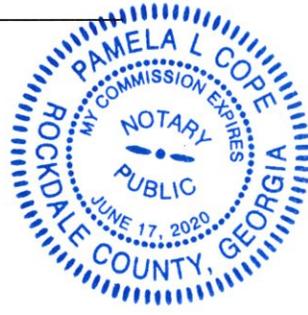
Owner of property: KFB Enterprises, Inc.  
Address: 1003 Institute St. Conyers, GA 30012  
Phone Number: 770-922-5445

Attorney/Agent Walter F. Barksdale  
Address P.O. Box 122, CONYERS GA 30012  
Phone Number 404 310 6933 / 770 483 1407

Personally appeared before me the above applicant named Walter F. Barksdale who on oath says that he/she is the Agent for the foregoing, and that all the above statements are true to the best of his/her knowledge.

Pamela L. Cope (Notary Public) 10.19.18 (Date)

My Commission Expires June 17, 2020





## Rezoning Application

Page five (5)

For any application for P, B-1, B-2, B-3 or M-1 districts the site plan shall identify: (circle the appropriate district applied for)

- the maximum gross square footage of building area
- the maximum lot coverage of building area
- the minimum square footage of landscaped area
- the maximum height of any structure
- the minimum square footage of parking and drive areas
- the proposed number of parking spaces

For any application for the R-1, R-1A, R-2 or MH districts the site plan shall additionally identify: (circle the appropriate district applied for) PRD

- the maximum number of residential dwelling units
- the minimum square footage of heated floor area for any residential dwelling unit
- the maximum height of any structure
- the minimum square footage of landscaped area
- the maximum lot coverage of building area
- the proposed number of parking spaces
- on all rezoning applications a revised site plan to be approved at a later date by the Mayor and City Council may be required
- yes  no Applicant site plan indicates a variance requested
- for any application for multi-family residential uses, the site plan shall also identify the maximum height of any structure, location of amenities, and buffer areas: and,
- any other information as may be reasonably required by the Code Enforcement Officer.

Any applicant requesting consideration of a variance to any provision of the zoning ordinance as shown on the required site plan shall identify the variance(s) and identify for each variance shown the following information which shall confirm that the following condition(s) exist:

1. Any information which identifies that there are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.
2. Any information whereby a literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties of the district in which the property is located.
3. Any information supporting that granting the variance requested will not confer upon the property of the applicant any special privileges that are denied to other properties of the district in which the applicant's property is located.
4. Information clearly showing that the requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare.
5. Information that the special circumstances are not the result of the actions of the applicant.
6. A description of how the variance requested is the minimum variance that will make possible the legal use of the land, building, or structure in the use district proposed.
7. Information indicating the variance is not a request to permit a use of land, buildings, or structures, which are not permitted by right in the district involved.

Rezoning Application

Page six (6)

COMMENTS:

Thank you for taking the time to review our request for re-zoning. We believe that this course of action will be beneficial for the city of Monroe as it creates another desirable community within the city limits for future residents.

Disclosure of Campaign Contributions and/or gifts:

Each applicant has the duty of filing a disclosure report with the City if a contribution or gift totaling two hundred and fifty dollars (\$250.00) or more has been given to an official of the City of Monroe within the last two (2) years. The filing shall be within ten (10) days after the application is made, and in the case of a supporter or opponent, filing shall be at least five (5) days before the first public hearing.

I hereby withdraw the above application: Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Revised 11/27/17

# Charleston Manor

## A Master Planned Residential Development

### General Description

The rezoning request for the subdivision f/k/a Brookside Commons, parcel number M0240154 will include rezoning the Planned Commercial Development to a Planned Residential Development, whereby the commercial land abutting Church Street, will be rezoned to accommodate single family detached homes as well as the amenities for the subdivision. Additionally, the attached homes (townhomes) would be rezoned for single family detached homes as well. Both the commercial and former townhouse areas would be built under the same guidelines as required in the existing single family detached zoning portion of the existing Planned Commercial Development.

land

The 43.418-acre subject property is located on the south side of Church Street Georgia Highway 83). It is bordered on the west by the Carver Middle School campus and an undeveloped tract owned by Jack Sockwell, III. It is bound on the south by Grubby Creek and on the east by the future home of Browns Hill Baptist Church. The subject property slopes gently to the south and is covered with a mix of pine and hardwood secondary growth.

### Existing Zoning and Surroundings

The parcel is currently zoned PCD and lies within the city limits of Monroe.

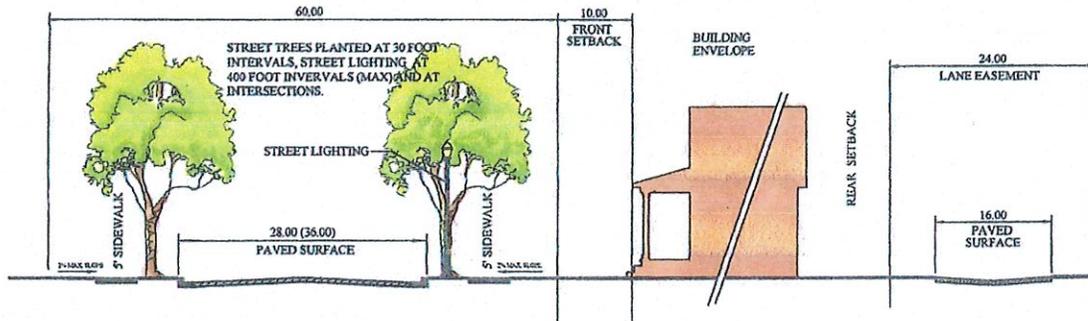
Surrounding uses and zones are as follows:

- North: R-1 and A-1 (County); Residential uses and Walker Baptist Church nearby
- East: A-1 (County), Carver Middle School A-1
- South: R-1 and A-1 (County), Undeveloped/ Housing
- West: R-1; Future home of American Red Cross and Browns Hill Baptist Church

### Proposed Zoning and Use

The petitioner proposes to develop this parcel under the PRD (Planned Residential Development) zoning classification. The plan consists of a traditional neighborhood development with two entrances into the development from Church Street. Amenities will be located at the northern most portion of the development abutting Church Street. A green space is proposed between the amenities and the houses south of the amenities.

Residential buildings consist of single-family detached homes (see plan for locations). The minimum livable area of each home will be in accordance with Article VII of the City of Monroe Zoning Ordinance. The style of all structures will be similar to the local southern vernacular architecture. Building materials will consist of brick, stone, stucco, wooden or (Hardi-Plank) siding, and trim. An exterior color palette for all buildings will be included in the development documents and covenants to ensure a cohesive and pleasing color scheme.



**STREET CROSS SECTION (60' R/W)**

NOT TO SCALE

Streets within the development have been designed for the pedestrian as well as for the automobile. All streets include a 5-foot-wide concrete sidewalk on both sides of the street.

Street trees are proposed to be planted at 30-foot intervals and will be planted between the curb and the sidewalk. The variety of the trees will be chosen at the construction plan stage of the development, but only shade trees suitable for this use will be specified.

Garages and parking areas for many homes will be accessed by a 16-foot wide paved service lane located behind the homes. The configuration prevents numerous driveway curb-cuts and front entry garages.

### **Open Space and Buffers**

A village green and park are located in the central portion of the development behind and adjacent to the amenities. Surrounded by houses overlooking the village green, this park will serve as the centerpiece and unifying element of the development. Uses permitted within the park include passive recreation areas with paved walking paths and benches.

Community open space located along Grubby Creek will be accessed from two points from the street running parallel to the creek. A nature trail is proposed to run along the creek. No vehicular traffic will be permitted in this area. Total open space consists of 12.026 acres or 28% of the tract.

### **Water Use**

Water service will be provided by the City of Monroe.

### **Sewage Disposal**

Sewage disposal will be provided by the City of Monroe.

### Storm Water Detention

Stormwater runoff will travel as sheet flow until it is collected in natural and improved swales and/or drainage structures and directed to the flood plain along Grubby Creek.

### Trash Disposal

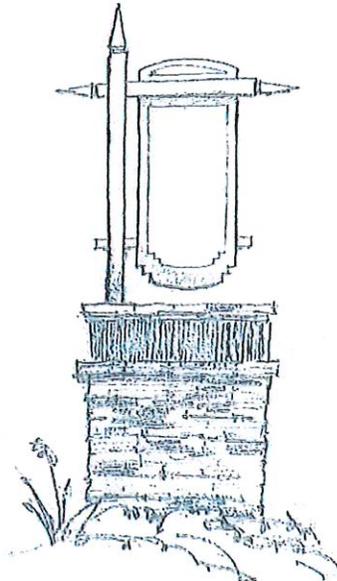
Trash receptacles will be provided in the amenity area of the development. These receptacles will be screened from view by a combination of masonry and wooden walls as well as landscape screening.

### Development Standards

All development shall be in accordance with City of Monroe standards unless specifically addressed on the plan and this narrative. Protective covenants governing construction standards and maintenance will be recorded at a later date.

### Signs

Two project identity signs are proposed at the entry points into the project. The signs, including the structure on which it is mounted will be no taller than 12 feet with a surface area of no more than 36 sq. ft. and will be in accordance with Article XII of the City of Monroe Zoning Ordinance.



**Project Data, Notes and Development Standards**

<b><u>Total Land Area</u></b>	43.418 Acres
Land Designated as Public or Community Use	
Common Areas	8.390 Acres, (19.3%)
Amenity Area	2.408 Acres, (4.7%)
Village Green	1.228 Acres, (2.8%)
Street Rights-of-Way	7.701 Acres, (17.7%)
Total:	19.727 Acres, (45.4%)

Note: There is a total of 0.783 acres of proposed public property to be encumbered by proposed utility easements.

Total Single Family Detached Lots: 122

**Parking Provisions**

Each Single-family residence will have a minimum of 2 off-street parking spaces. In addition, residential streets will provide parallel parking on one side.

Amenity Parking, proposed: 55 Spaces

**Development Standards for Single Family Lots**

Number of Single Family Detached Lots:	122
Front Entry Lots -	20
Rear Entry Lots -	102
Maximum Lot Coverage:	65%
Frontage (excluding inside curve lots):	50 feet
<b>Setback:</b>	
Front -	10 feet
Side -	4 feet
Rear, typical -	12 feet
Rear, Lots that back up the property perimeter -	24 feet
Minimum Heated Area (square feet):	1,600
Maximum Height:	30 feet
Lot Size Minimum (square feet):	4,500
<b>Minimum Landscaping per lot (sq. ft.)</b>	<b>2,000</b>

**Lot Distribution, Blocks**

Block A:	22
Note: Prior Townhome Lots A1–A7 are now Lots A1-A4	
Block B:	14
Block C:	29
Note: Prior Townhome Lots C21-C26 are now Lots C21-C23	
Block D:	23
Block E:	28
Note: Prior Townhome Lots E1-E11 are now Lots E1-E6	
Block H (Prior Commercial Lot H1):	6
TOTAL:	122



Date: October 18, 2018

In Re: Utilities

To Whom It May Concern:

The City of Monroe offers five different utilities in our service territory. The five utilities are: electricity, natural gas, water, wastewater and telecommunication.

The utilities checked below are available at 1600 E Church Street, in the City of Monroe, Georgia.

- ELECTRICITY
- NATURAL GAS
- WATER
- WASTEWATER
- TELECOMMUNICATION

Please contact our office for any additional information needed. We look forward to serving your utility needs.

*Vashon T. Hill*

\_\_\_\_\_  
City of Monroe

**NOTICE TO THE PUBLIC  
CITY OF MONROE**

**A petition has been filed with the  
City of Monroe requesting the  
property at 1600 East Church Street,  
to be rezoned from PCD to PRD  
A public hearing will be held before  
the Monroe Planning and Zoning  
Commission at City Hall at 215 N. Broad  
Street on November 20, 2018  
at 5:30 P.M. All those having an  
interest should be present to voice  
their interest.**

**A petition has been filed with the  
City of Monroe requesting the  
property at 1600 East Church Street  
to be rezoned from PCD to PRD  
A public hearing will be held before  
The Mayor and City Council  
at the City Hall at 215 N. Broad Street  
on December 11, 2018  
at 6:00 P.M. All those having an  
interest should be present to voice  
their interest.**

**PLEASE RUN ON THE  
FOLLOWING DATE:**

**November 4, 2018**



**AREA CHART BLOCK "A"**

LOT NO.	AREA
A1	9,814 SF
A2	11,758 SF
A3	14,519 SF
A4	13,796 SF
A5	12,930 SF
A6	7,044 SF
A7	6,938 SF
A8	6,980 SF
A9	6,964 SF
A10	6,950 SF
A11	6,955 SF
A12	6,922 SF
A13	6,909 SF
A14	6,923 SF
A15	7,572 SF
A16	7,570 SF
A17	6,864 SF
A18	6,732 SF
A19	6,958 SF
A20	8,456 SF
A21	9,867 SF
A22	8,651 SF

**AREA CHART BLOCK "B"**

LOT NO.	AREA
B1	8,124 SF
B2	6,358 SF
B3	5,998 SF
B4	5,994 SF
B5	6,217 SF
B6	5,763 SF
B7	5,775 SF
B8	5,782 SF
B9	5,790 SF
B10	5,760 SF
B11	5,136 SF
B12	6,733 SF
B13	10,604 SF
B14	8,053 SF

**AREA CHART BLOCK "C"**

LOT NO.	AREA
C1	12,273 SF
C2	6,981 SF
C3	10,021 SF
C4	12,642 SF
C5	12,246 SF
C6	12,099 SF
C7	11,356 SF
C8	11,158 SF
C9	10,211 SF
C10	10,595 SF
C11	11,753 SF
C12	13,207 SF
C13	17,419 SF
C14	10,137 SF
C15	7,716 SF
C16	6,678 SF
C17	8,397 SF
C18	8,289 SF
C19	6,889 SF
C20	8,072 SF
C21	8,479 SF
C22	10,965 SF
C23	9,944 SF
C24	7,750 SF
C25	6,441 SF
C26	6,444 SF
C27	6,454 SF
C28	6,752 SF
C29	8,840 SF

**AS-BUILT SSMH TOPS**

MH #	TOP ELEV
1	845.32
2	831.66
3	826.49
4	823.41
5	824.47
6	826.46
7	836.10
8	817.02
9	815.03
10	808.22
11	794.04
12	812.36
13	812.60
14	804.36
15	UNKNOWN
16	800.19
17	804.78
18	811.22
19	814.43
20	818.49
21	820.48
22	817.45
23	812.52
24	808.87

**AREA CHART BLOCK "E"**

LOT NO.	AREA
E1	9,957 SF
E2	7,922 SF
E3	7,216 SF
E4	7,177 SF
E5	7,177 SF
E6	7,999 SF
E7	13,728 SF
E8	10,163 SF
E9	9,566 SF
E10	8,781 SF
E11	7,999 SF
E12	7,234 SF
E13	6,634 SF
E14	6,187 SF
E15	8,184 SF
E16	7,979 SF
E17	7,243 SF
E18	7,123 SF
E19	7,751 SF
E20	8,290 SF
E21	10,695 SF
E22	7,310 SF
E23	7,261 SF
E24	7,375 SF
E25	8,041 SF
E26	8,319 SF
E27	12,614 SF
E28	15,375 SF

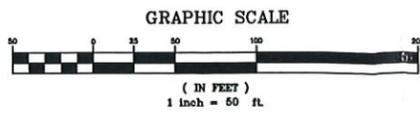
**AREA CHART BLOCK "H"**

LOT NO.	AREA
H1	8,076 SF
H2	8,110 SF
H3	8,126 SF
H4	8,146 SF
H5	10,947 SF
H6	10,467 SF

**AREA CHART BLOCK "D"**

LOT NO.	AREA
D1	8,549 SF
D2	8,048 SF
D3	8,056 SF
D4	7,331 SF
D5	7,627 SF
D6	7,883 SF
D7	8,041 SF
D8	12,268 SF
D9	7,683 SF
D10	7,718 SF
D11	7,662 SF
D12	8,582 SF
D13	8,461 SF
D14	7,216 SF
D15	7,244 SF
D16	6,930 SF
D17	6,375 SF
D18	8,289 SF
D19	6,411 SF
D20	6,393 SF
D21	6,363 SF
D22	6,438 SF
D23	5,416 SF

**SETBACKS**  
 FRONT SETBACK: 10' FROM R/W  
 SIDE SETBACK: 6'  
 REAR SETBACK (TYPICAL): 12'  
 REAR SETBACK (ADJACENT TO PERIMETER BOUNDARY): 24'



**SHEET LEGEND:**  
 --- DENOTES A YARD SETBACK REQUIREMENT REFER TO SHEET 1 FOR STANDARDS



**NOTE:**  
 TOPOGRAPHIC CONTOUR INTERVAL: 1'

BOARD OF EDUCATION  
 CARVER MIDDLE SCHOOL  
 TAX PARCEL C1656076  
 1055 GOOD HOPE ROAD  
 DB 310, PG 170  
 PB 48, PG 197  
 ZONED A1/R1

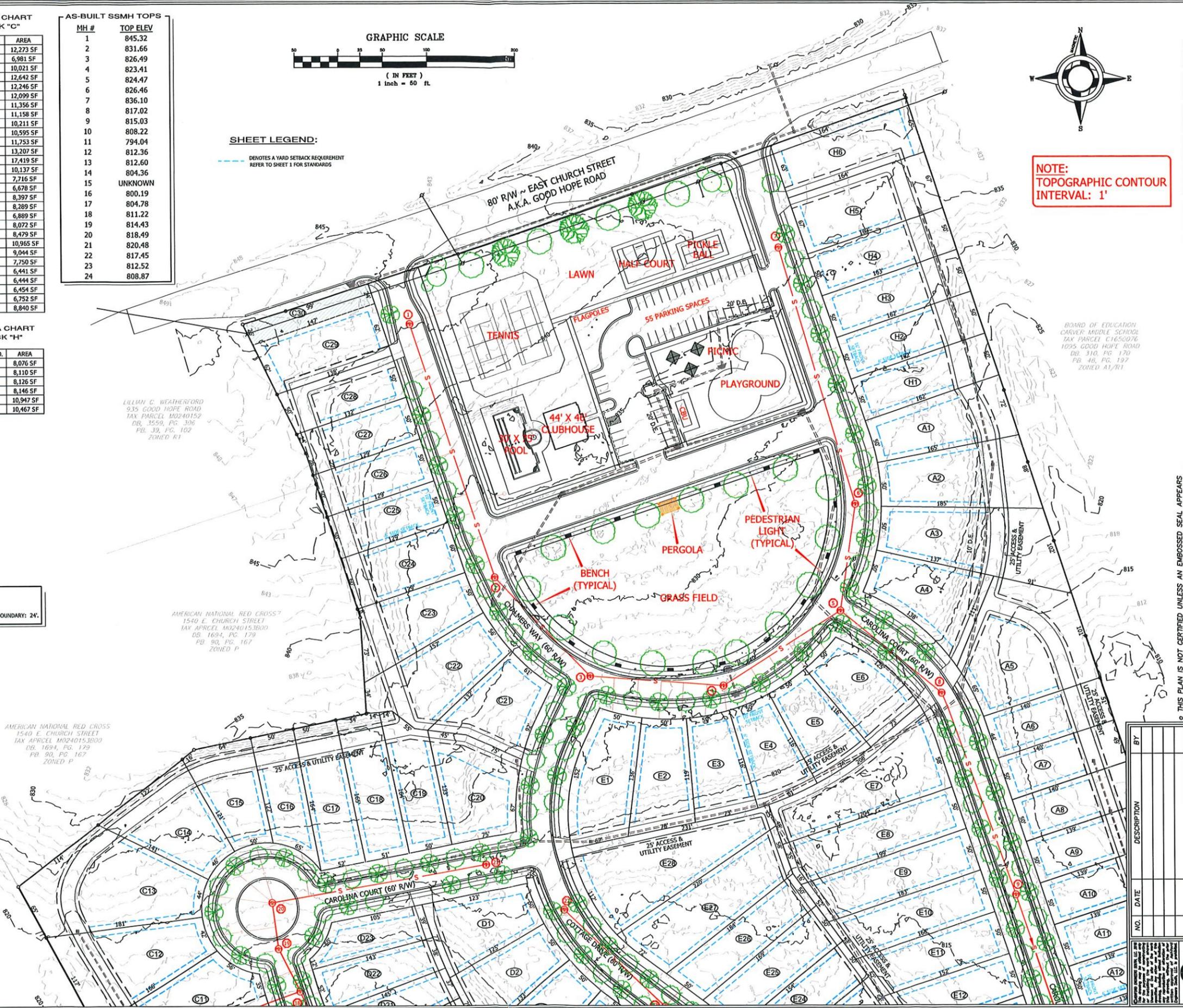
LILLIAN C. WEATHERFORD  
 935 GOOD HOPE ROAD  
 TAX PARCEL M0240152  
 DB 3559, PG 306  
 PB 39, PG 102  
 ZONED R1

AMERICAN NATIONAL RED CROSS  
 1540 E. CHURCH STREET  
 TAX APRCEL M0240153800  
 DB 1694, PG 179  
 PB 90, PG 167  
 ZONED P

AMERICAN NATIONAL RED CROSS  
 1540 E. CHURCH STREET  
 TAX APRCEL M0240153800  
 DB 1694, PG 179  
 PB 90, PG 167  
 ZONED P

**KEY MAP**  
 N.T.S.

© 2018 ASHFORD ENGINEERS SOUTH, LLC.



THIS PLAN IS NOT CERTIFIED UNLESS AN EMBOSSED SEAL APPEARS  
 THIS PLAN IS NOT TO BE REPRODUCED WITHOUT THE ENGINEER'S PERMISSION

SHEET 2 OF 3  
**CONCEPTUAL MASTER PLAN**

**CHARLESTON MANOR**  
 SUBDIVISION

ACTIVITY	NAME
DESIGNED BY:	D. GREENE
DRAWN BY:	A. DILAZZARO
CHECKED BY:	D. GREENE
APPROVED BY:	D. GREENE
REGISTRATION NO. GA 27049	



NO.	DATE	DESCRIPTION	BY

**ashford engineers south, llc.**  
 350 Virginia Highlands  
 Fayetteville, Georgia 30215  
 Tel. (678) 817-6956 Fax. (678) 817-6777  
 civil engineers - land planning - development services

CONCEPTUAL MASTER PLAN

CHARLESTON MANOR SUBDIVISION

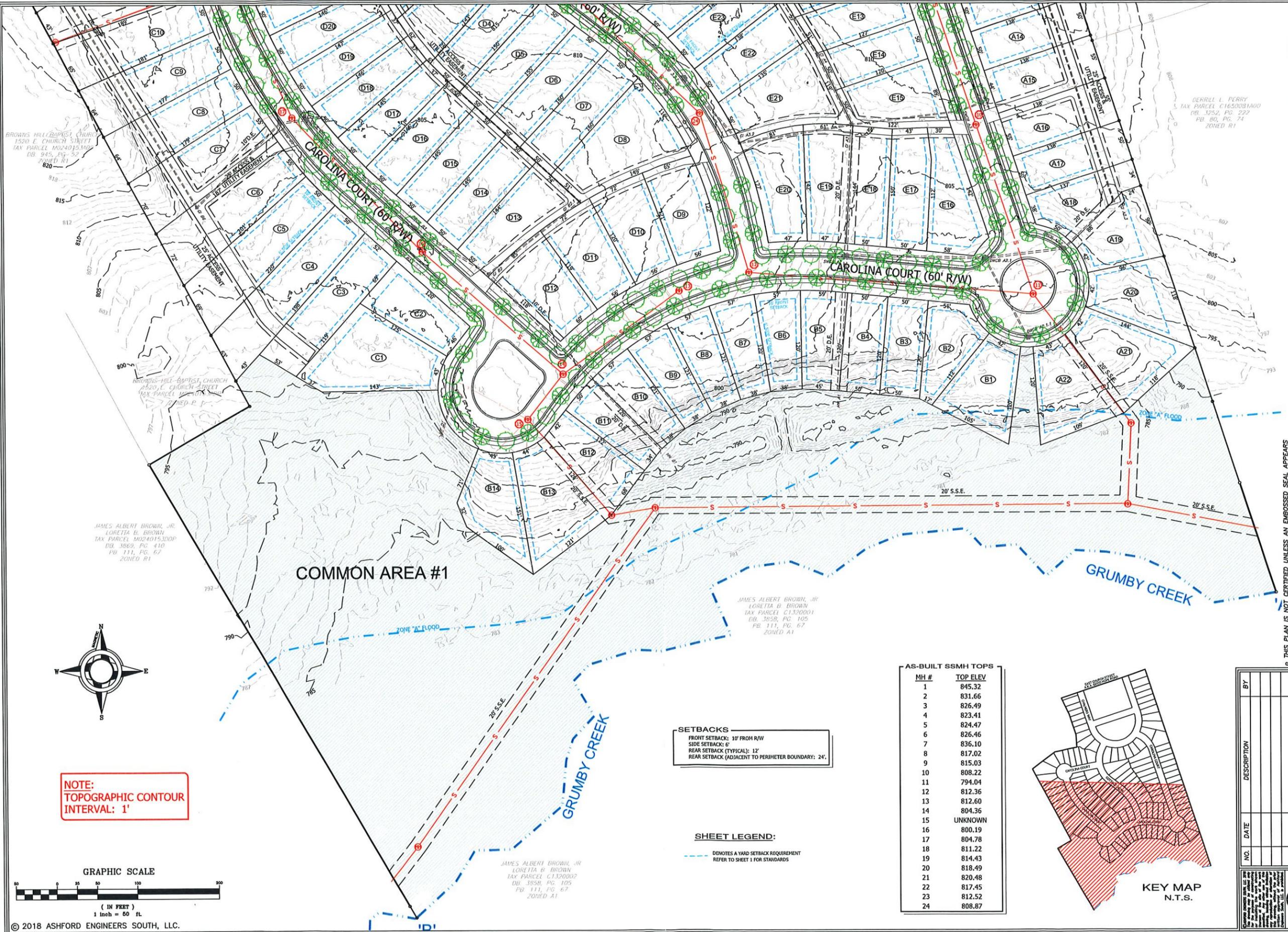
SCALE: 1" = 50'  
DATE: 9/20/18  
JOB NO. 18-L7048

DESIGNED BY: D. GREENE  
DRAWN BY: A. DILAZZARO  
CHECKED BY: D. GREENE  
APPROVED BY: D. GREENE  
REGISTRATION NO. GA 27049

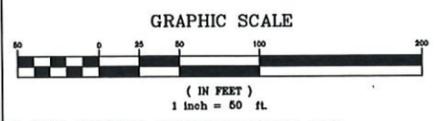


ashford engineers south, llc.  
350 Virginia Highlands  
Fayetteville, Georgia 30215  
Tel. (678) 817-6956 Fax. (678) 817-6777  
civil engineers - land planning - development services

LOCATED IN LANDLOTS 102, 103 & 107, 3RD DISTRICT, CITY OF MONROE, WALTON COUNTY, GEORGIA



NOTE:  
TOPOGRAPHIC CONTOUR  
INTERVAL: 1'

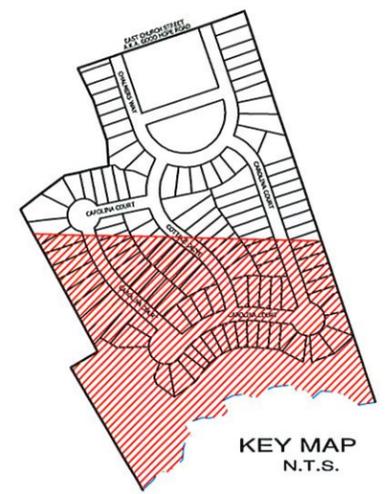


© 2018 ASHFORD ENGINEERS SOUTH, LLC.

SETBACKS  
FRONT SETBACK: 10' FROM R/W  
SIDE SETBACK: 6'  
REAR SETBACK (TYPICAL): 12'  
REAR SETBACK (ADJACENT TO PERIMETER BOUNDARY): 24'

SHEET LEGEND:  
--- DENOTES A YARD SETBACK REQUIREMENT  
REFER TO SHEET 1 FOR STANDARDS

MH #	TOP ELEV
1	845.32
2	831.66
3	826.49
4	823.41
5	824.47
6	826.46
7	836.10
8	817.02
9	815.03
10	808.22
11	794.04
12	812.36
13	812.60
14	804.36
15	UNKNOWN
16	800.19
17	804.78
18	811.22
19	814.43
20	818.49
21	820.48
22	817.45
23	812.52
24	808.87



NO.	DATE	DESCRIPTION	BY

THIS PLAN IS NOT CERTIFIED UNLESS AN EMBOSSED SEAL APPEARS  
THIS PLAN IS NOT TO BE REPRODUCED WITHOUT THE ENGINEER'S PERMISSION

# CHARLESTON MANOR



A TRADITIONAL NEIGHBORHOOD IN THE CITY OF MONROE, GEORGIA



CONCEPTUAL  
MASTER PLAN

---

**CHARLESTON  
MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA

G13 G12 SINGLE-FAMILY LOTS



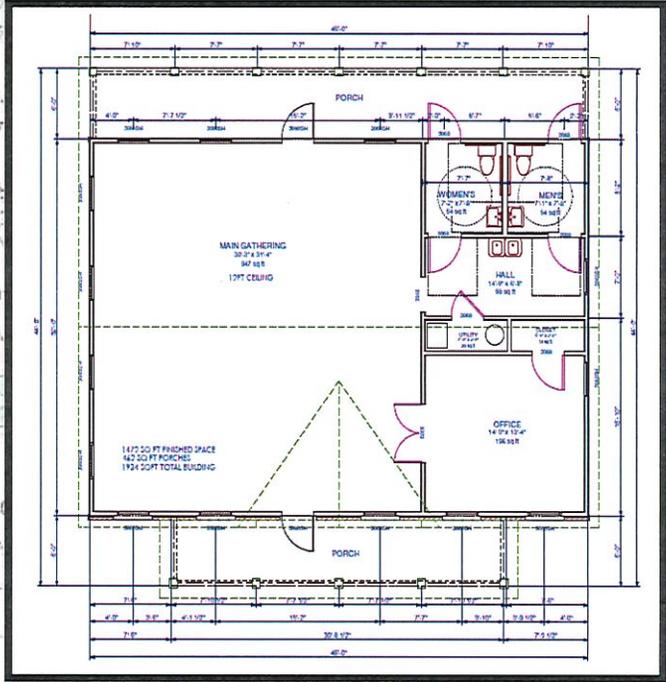
**STREETSCAPE**

---

**CHARLESTON  
MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA





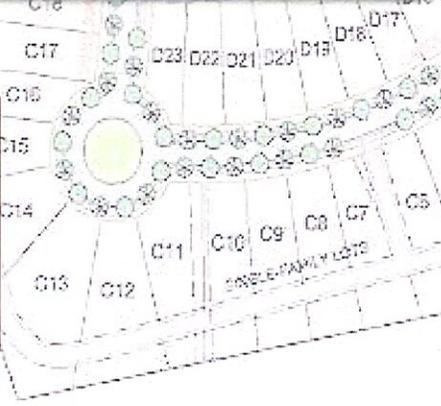
COMMON AREA #2

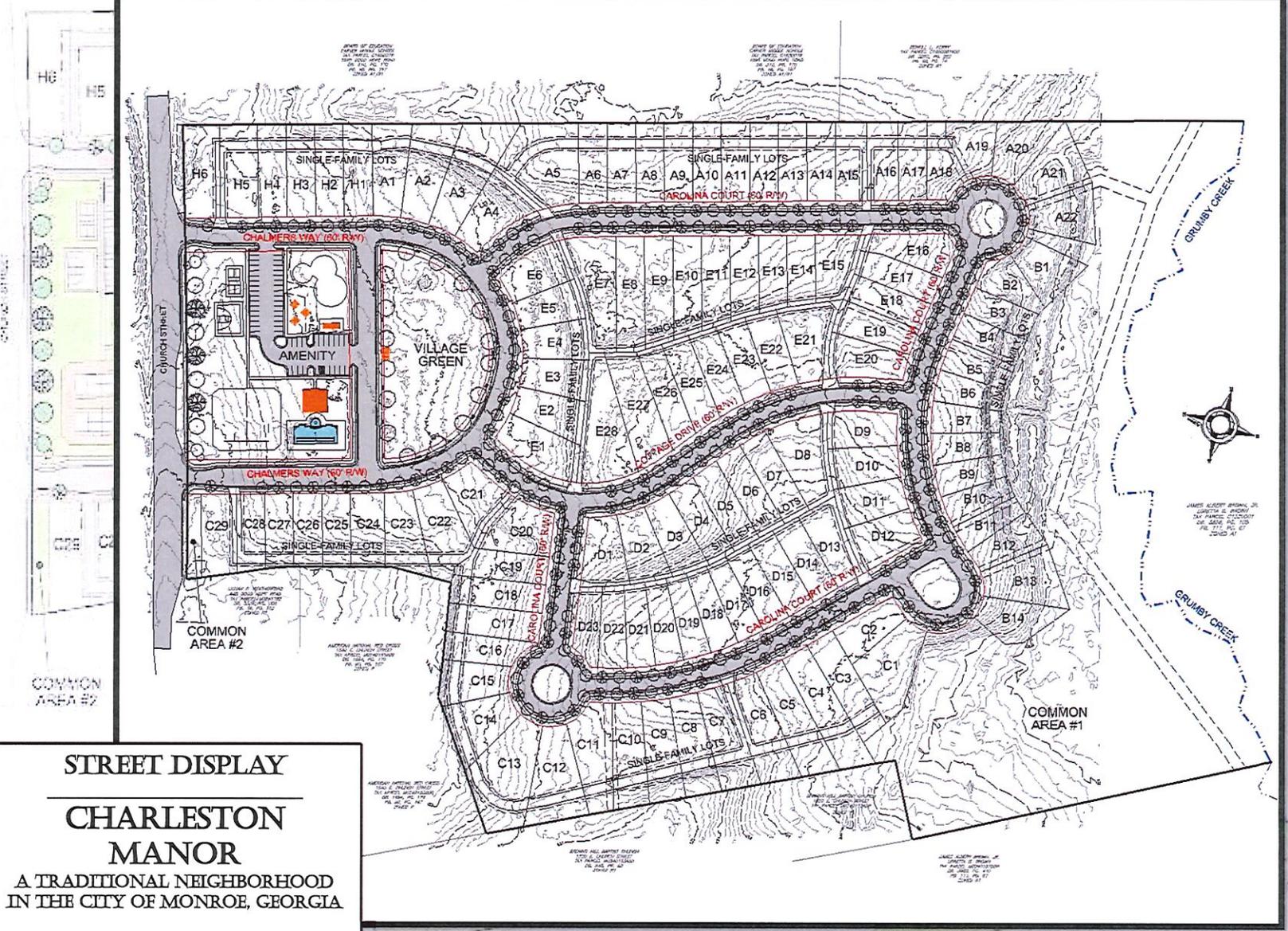
**AMENITY**

---

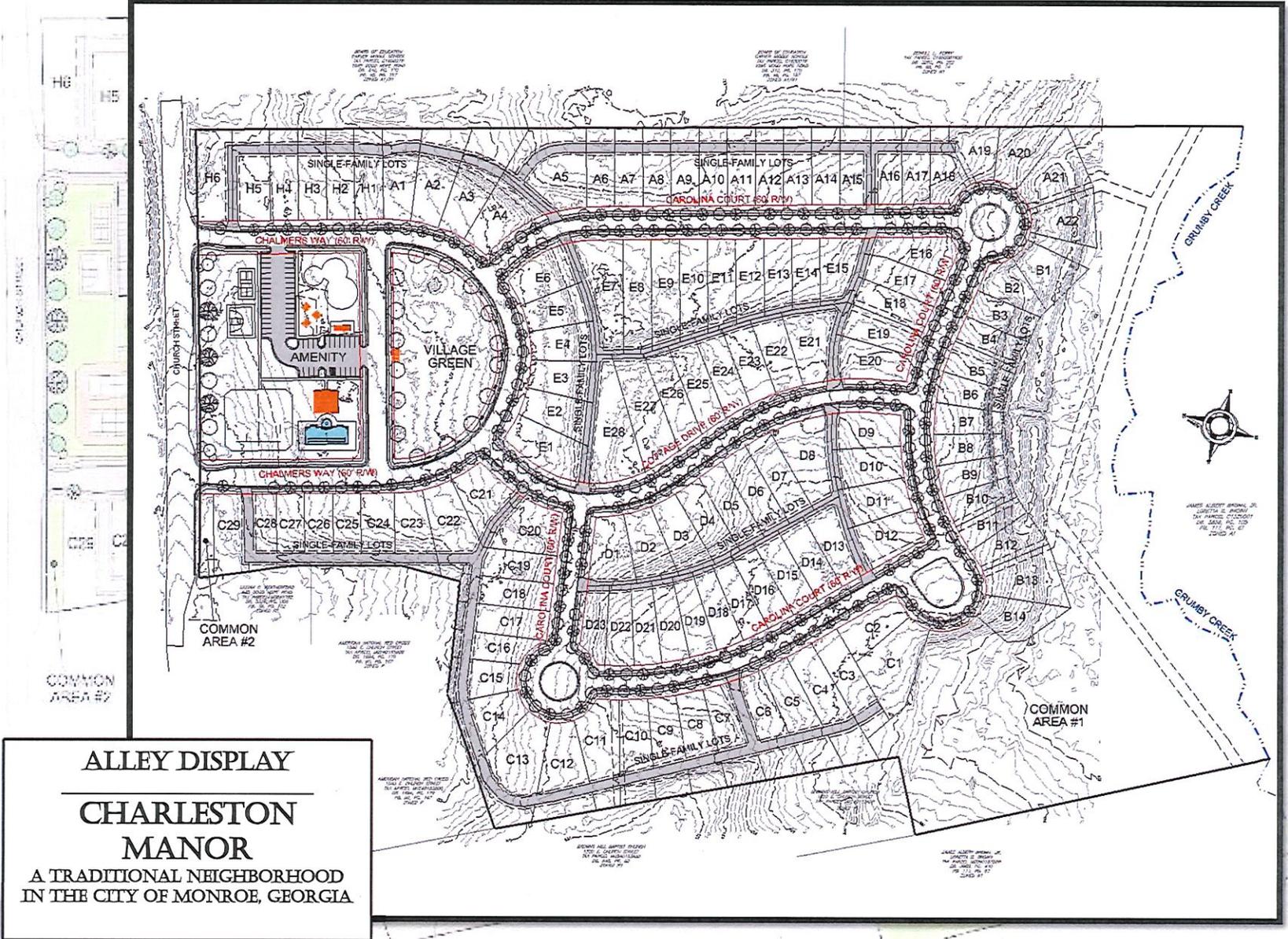
**CHARLESTON MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA

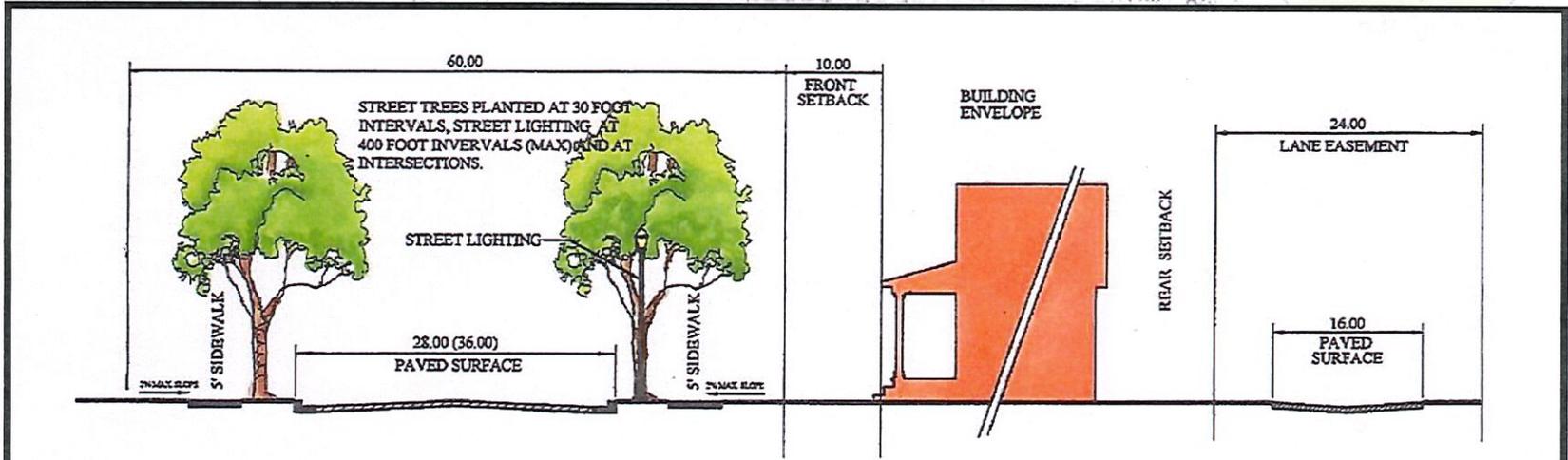




**STREET DISPLAY**  
**CHARLESTON**  
**MANOR**  
 A TRADITIONAL NEIGHBORHOOD  
 IN THE CITY OF MONROE, GEORGIA

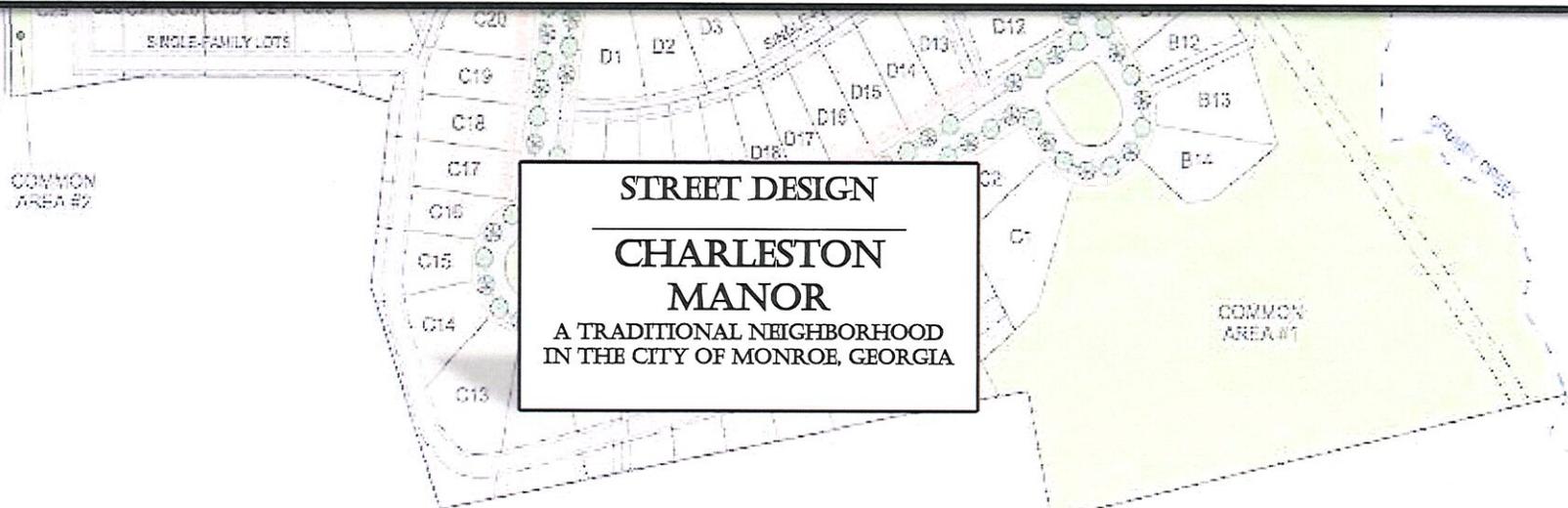


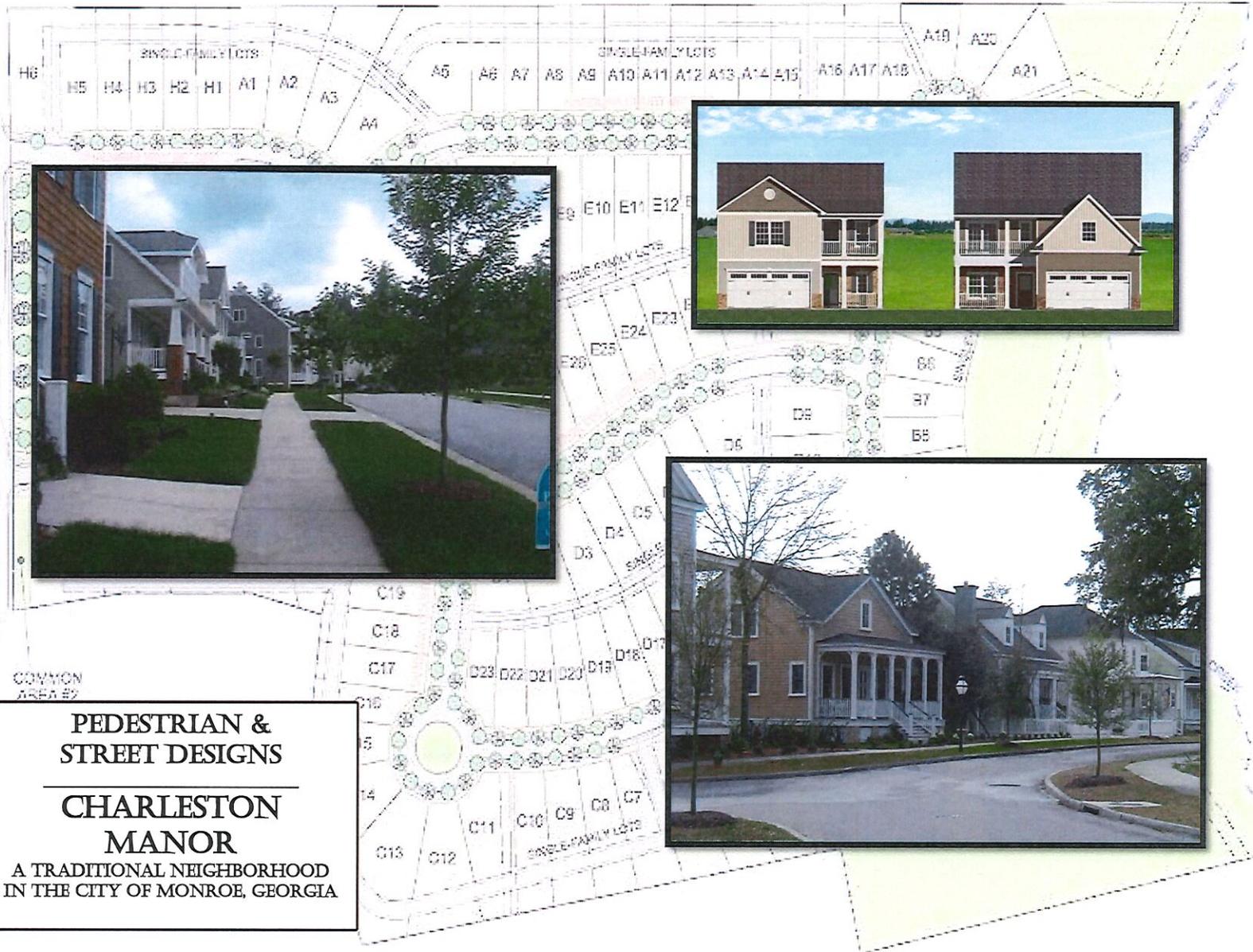
**ALLEY DISPLAY**  
**CHARLESTON**  
**MANOR**  
 A TRADITIONAL NEIGHBORHOOD  
 IN THE CITY OF MONROE, GEORGIA



**STREET CROSS SECTION (60' R/W)**

NOT TO SCALE





**PEDESTRIAN &  
STREET DESIGNS**

---

**CHARLESTON  
MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA

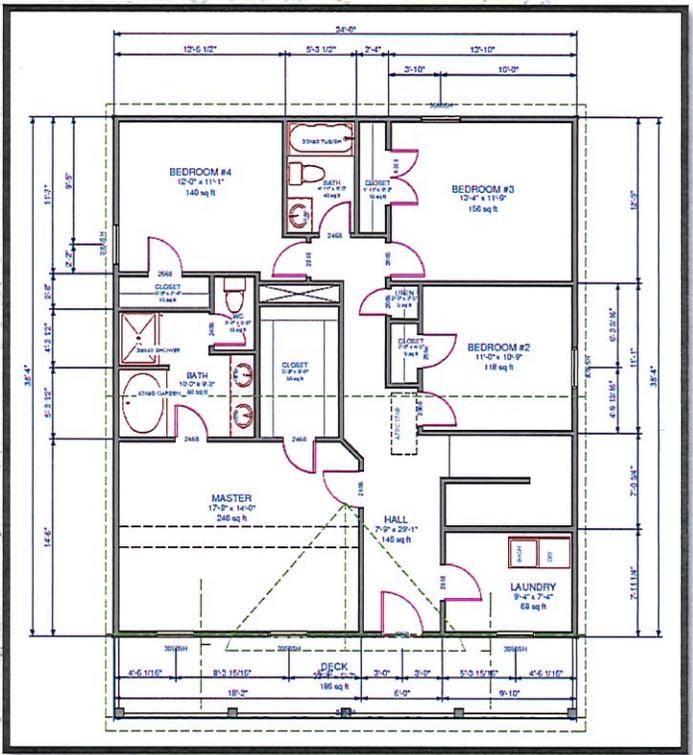
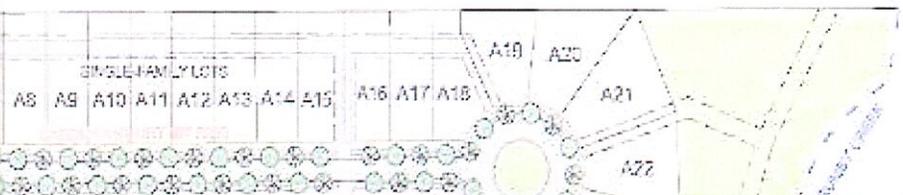
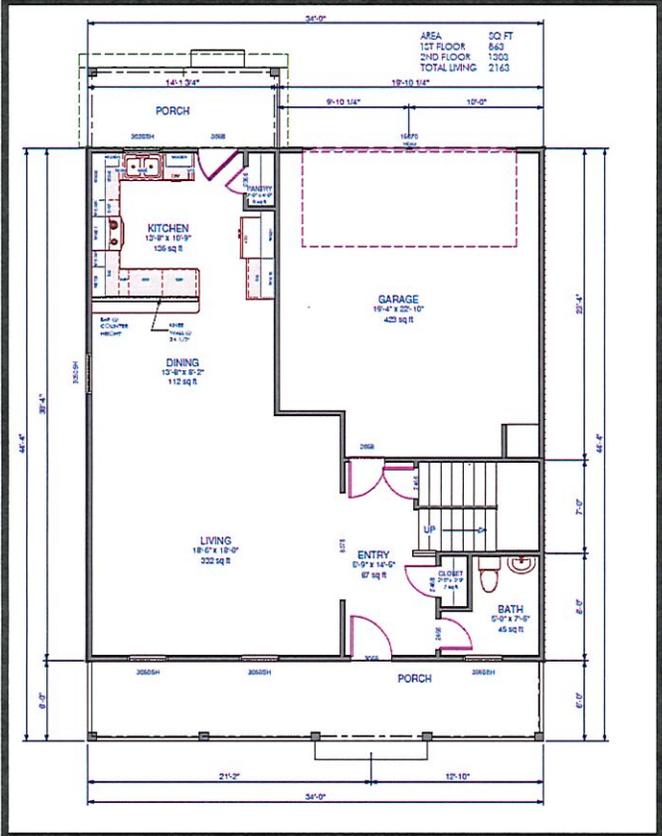


**SINGLE-FAMILY  
HOUSES**

---

**CHARLESTON  
MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA



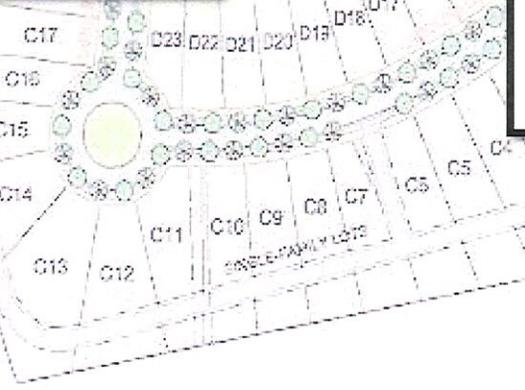
COMMON AREA #7

**FLOORPLANS**

---

**CHARLESTON MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA



COMMON AREA #1



CONCEPTUAL  
MASTER PLAN

---

**CHARLESTON  
MANOR**

A TRADITIONAL NEIGHBORHOOD  
IN THE CITY OF MONROE, GEORGIA

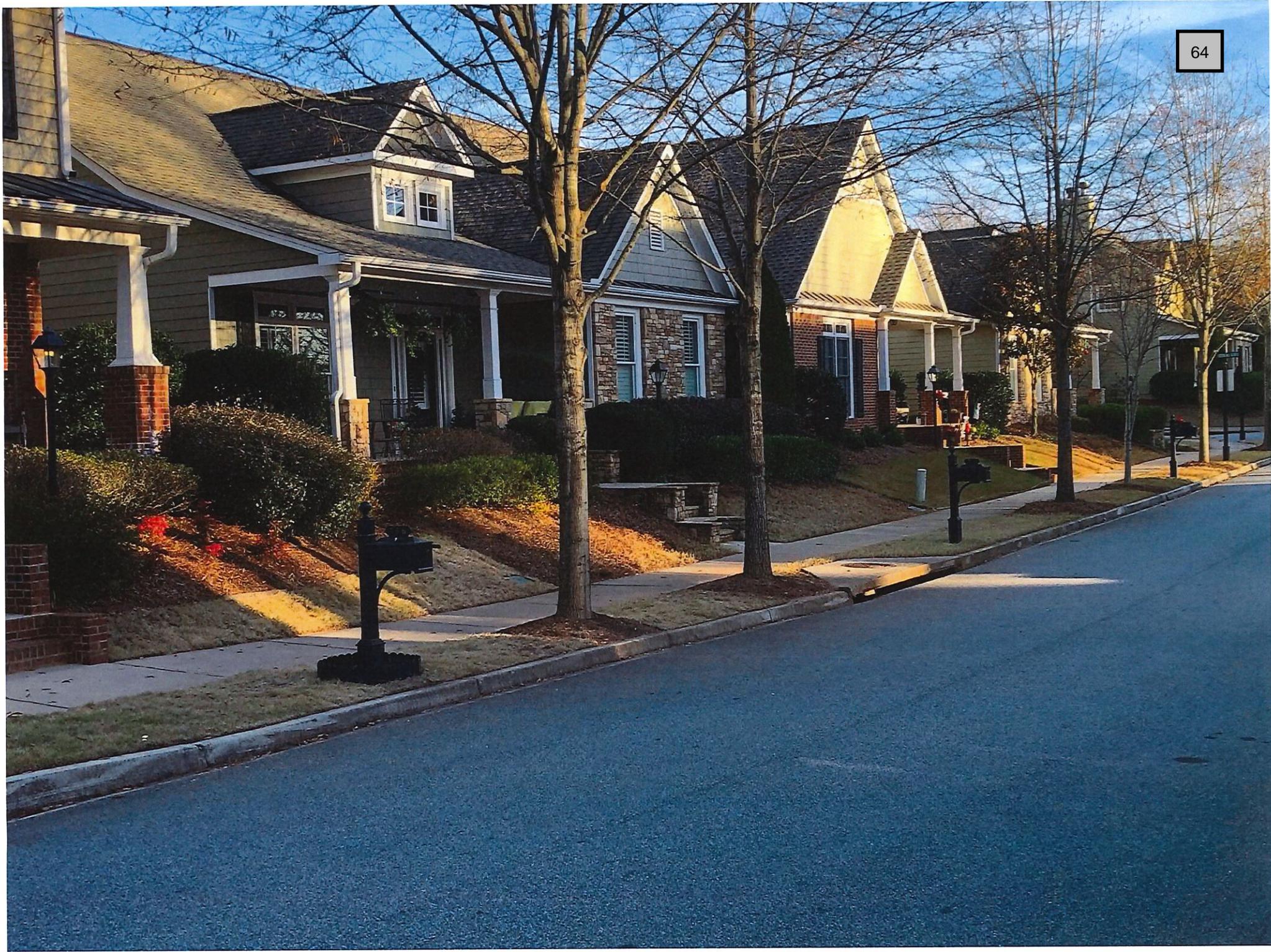


# CHARLESTON MANOR

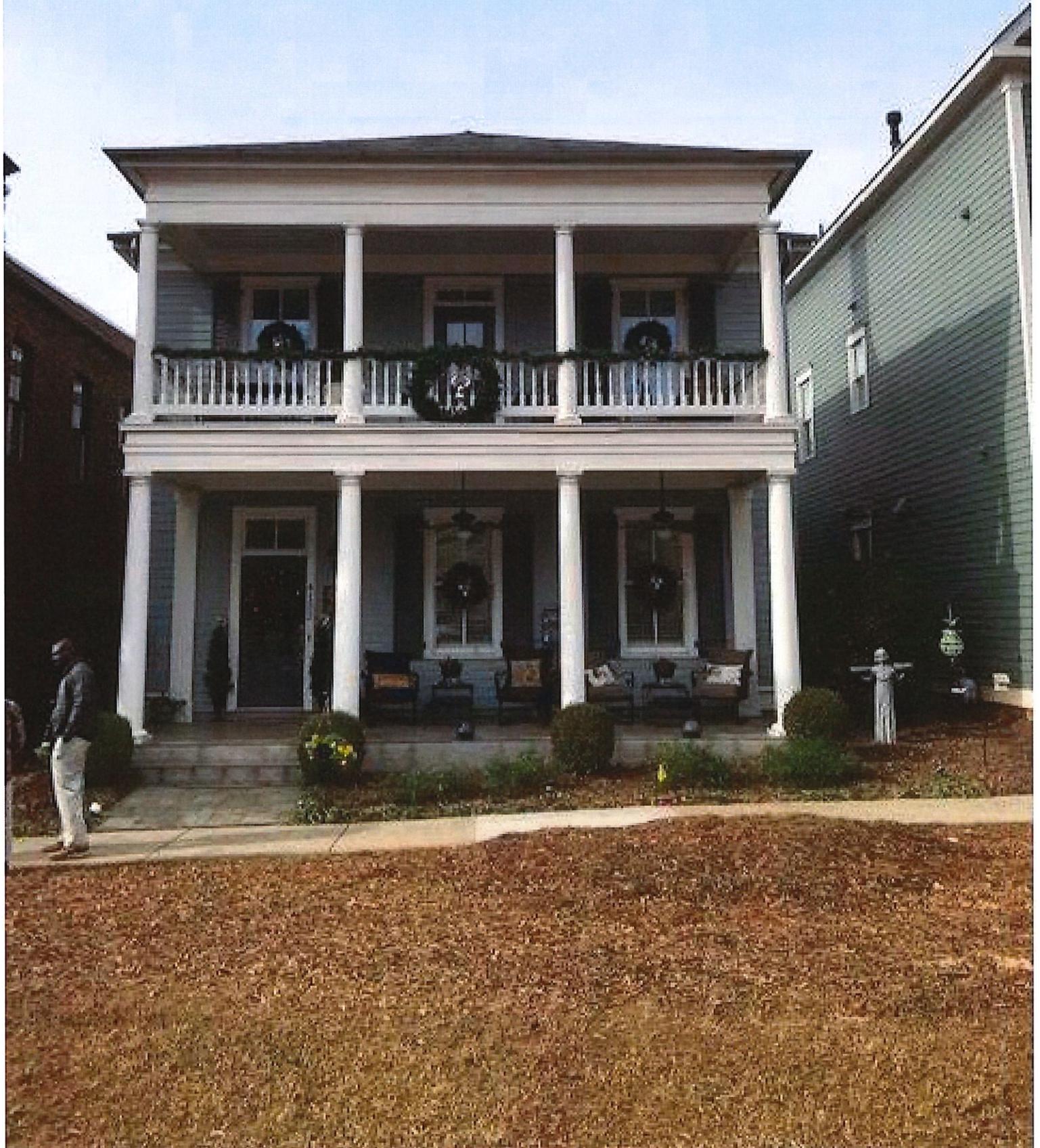


A TRADITIONAL NEIGHBORHOOD IN THE CITY OF MONROE, GEORGIA









UPON RECORDING RETURN TO:  
Rachel E. Conrad  
DOROUGH & DOROUGH, LLC  
Attorneys at Law  
160 Clairemont Avenue  
Suite 650  
Decatur, Georgia 30030  
(404) 687-9977

---

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR CHARLESTON MANOR

---

THIS INSTRUMENT ESTABLISHES A MANDATORY MEMBERSHIP HOMEOWNERS ASSOCIATION, BUT DOES NOT SUBMIT THE COMMUNITY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. § 44-3-220, *ET SEQ.*

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR CHARLESTON MANOR

- TABLE OF CONTENTS -

	<u>Page Number</u>
<b>ARTICLE 1 <u>DEFINITIONS</u></b> .....	<b>1</b>
1.1 " <u>ALLEYS</u> " .....	1
1.2 " <u>ARTICLES OF INCORPORATION</u> " .....	2
1.3 " <u>ASSOCIATION</u> " .....	2
1.4 " <u>BOARD OF DIRECTORS</u> " OR " <u>BOARD</u> " .....	2
1.5 " <u>BYLAWS</u> " .....	2
1.6 " <u>COMMON PROPERTY</u> " .....	2
1.7 " <u>COMMUNITY</u> " .....	2
1.8 " <u>COMMUNITY-WIDE STANDARD</u> " .....	2
1.9 " <u>DECLARANT</u> " .....	2
1.10 " <u>LOT</u> " .....	2
1.11 " <u>MORTGAGE</u> " .....	3
1.12 " <u>MORTGAGEE</u> " .....	3
1.13 " <u>OCCUPANT</u> " .....	3
1.14 " <u>OWNER</u> " .....	3
1.15 " <u>PERSON</u> " .....	3
1.16 " <u>SUPPLEMENTARY DECLARATION</u> " .....	3
1.17 " <u>TOTAL ASSOCIATION VOTE</u> " .....	3
<b>ARTICLE 2 <u>PROPERTY SUBJECT TO THIS DECLARATION</u></b> .....	<b>3</b>
2.1 <u>PROPERTY HEREBY SUBJECTED TO THIS DECLARATION</u> .....	3
2.2 <u>UNILATERAL ANNEXATION BY DECLARANT</u> .....	4
2.3 <u>ANNEXATION BY ASSOCIATION</u> .....	4
2.4 <u>WITHDRAWAL OF PROPERTY</u> .....	4
<b>ARTICLE 3 <u>ASSOCIATION MEMBERSHIP AND VOTING RIGHTS</u></b> .....	<b>5</b>
3.1 <u>MEMBERSHIP</u> .....	5
3.2 <u>VOTING</u> .....	5
<b>ARTICLE 4 <u>ASSESSMENTS</u></b> .....	<b>5</b>
4.1 <u>PURPOSE OF ASSESSMENTS</u> .....	5
4.2 <u>CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS</u> .....	5
4.3 <u>BUDGET</u> .....	6
4.4 <u>GENERAL ASSESSMENTS</u> .....	6
4.5 <u>SPECIAL ASSESSMENTS</u> .....	7
4.6 <u>SPECIFIC ASSESSMENTS</u> .....	7
4.7 <u>SUBORDINATION OF LIENS TO MORTGAGES</u> .....	8
4.8 <u>REMEDIES OF THE ASSOCIATION</u> .....	8
4.9 <u>DATE OF COMMENCEMENT OF ASSESSMENTS</u> .....	9
4.10 <u>BUDGET DEFICITS DURING DECLARANT CONTROL</u> .....	9
4.11 <u>FAILURE TO ASSESS</u> .....	9
4.12 <u>ESTOPPEL LETTER</u> .....	10
4.13 <u>WORKING CAPITAL CONTRIBUTION</u> .....	10

**ARTICLE 5 MAINTENANCE; COMMON PROPERTY .....10**

5.1 ASSOCIATION'S MAINTENANCE RESPONSIBILITY ..... 10

5.2 OWNER'S MAINTENANCE RESPONSIBILITY ..... 11

5.3 CONVEYANCE OF COMMON PROPERTY BY DECLARANT TO ASSOCIATION; NO IMPLIED RIGHTS ..... 12

5.4 PARTITION OF COMMON PROPERTY ..... 13

5.5 CONDEMNATION..... 13

5.6 LIMITATION OF LIABILITY ..... 13

**ARTICLE 6 ARCHITECTURAL STANDARDS .....14**

6.1 GENERAL..... 14

6.2 GUIDELINES AND PROCEDURES ..... 14

6.3 ARCHITECTURAL GUIDELINES..... 15

6.4 LIMITATION OF LIABILITY ..... 15

6.5 NO WAIVER..... 16

6.6 VARIANCES ..... 16

6.7 ENFORCEMENT ..... 16

6.8 ARCHITECTURAL REVIEW BY DECLARANT ..... 17

**ARTICLE 7 USE RESTRICTIONS AND RULES .....18**

7.1 RULES AND REGULATIONS ..... 18

7.2 RESIDENTIAL USE ..... 18

7.3 SIGNS ..... 19

7.4 VEHICLES; PARKING..... 19

7.5 ANIMALS AND PETS..... 21

7.6 NUISANCE ..... 22

7.7 UNSIGHTLY OR UNKEMPT CONDITIONS..... 23

7.8 ANTENNAE ..... 23

7.9 TREE REMOVAL ..... 23

7.10 DRAINAGE ..... 23

7.11 SIGHT DISTANCE AT INTERSECTIONS ..... 24

7.12 GARBAGE CANS, WOODPILES, ETC...... 24

7.13 SUBDIVISION OF LOT..... 24

7.14 FIREARMS ..... 24

7.15 FENCES ..... 24

7.16 UTILITY LINES ..... 24

7.17 AIR-CONDITIONING UNITS..... 24

7.18 LIGHTING, DISPLAYS AND DECORATIONS ..... 25

7.19 CONSERVATION EQUIPMENT..... 25

7.20 SWIMMING POOLS..... 25

7.21 ARTIFICIAL VEGETATION, GARDENS, PLAY EQUIPMENT, EXTERIOR SCULPTURE, WATER FEATURES AND SIMILAR ITEMS..... 25

7.22 CLOTHESLINES..... 25

7.23 ENTRY FEATURES ..... 25

7.24 OUTBUILDINGS AND SIMILAR STRUCTURES ..... 25

7.25 FLAGS ..... 26

7.26 GARAGE SALES..... 26

7.27 WINDOW TREATMENTS..... 26

7.28 STORM AND SCREEN DOORS AND WINDOWS ..... 26

7.29 LEASING RESTRICTIONS..... 26

7.30 STORM WATER DETENTION/RETENTION PONDS, CREEKS OR STREAMS ..... 30

7.31 BUFFER AREAS ..... 30

7.32 CONSTRUCTION REQUIREMENTS..... 30

**ARTICLE 8 INSURANCE AND CASUALTY LOSSES.....31**

8.1 INSURANCE OBTAINED BY ASSOCIATION .....31

8.2 INSURANCE OBTAINED BY LOT OWNERS.....31

8.3 DAMAGE AND DESTRUCTION -- INSURED BY ASSOCIATION .....32

8.4 DAMAGE AND DESTRUCTION -- INSURED BY OWNERS.....32

**ARTICLE 9 EASEMENTS .....33**

9.1 GENERAL.....33

9.2 EASEMENTS FOR USE AND ENJOYMENT .....33

9.3 EASEMENTS FOR UTILITIES .....34

9.4 EASEMENT FOR EMERGENCY ENTRY.....34

9.5 EASEMENT FOR MAINTENANCE.....34

9.6 EASEMENT FOR ENTRY FEATURES AND STREETSCAPES .....35

9.7 EASEMENT FOR DRAINAGE.....35

9.8 EASEMENT DURING CONSTRUCTION AND SALE PERIOD .....35

9.9 EASEMENT FOR ALLEYS .....36

**ARTICLE 10 GENERAL PROVISIONS.....36**

10.1 ENFORCEMENT .....36

10.2 OCCUPANTS BOUND.....37

10.3 SELF-HELP .....37

10.4 DURATION.....38

10.5 TERMINATION OF RIGHTS OF DECLARANT .....38

10.6 AMENDMENT.....38

10.7 GENDER AND GRAMMAR.....39

10.8 SEVERABILITY.....39

10.9 CAPTIONS.....40

10.10 NO MERGER.....40

10.11 PREPARER.....40

10.12 NOTICES.....40

10.13 INDEMNIFICATION.....40

10.14 NOTICE OF SALE OR ACQUISITION .....41

10.15 AGREEMENTS.....41

10.16 VARIANCES.....41

10.17 LITIGATION.....41

10.18 NO DISCRIMINATION.....42

10.19 SECURITY.....42

10.20 DISCLOSURES.....42

**EXHIBITS**

- EXHIBIT "A" - PROPERTY SUBJECT TO THE DECLARATION
- EXHIBIT "B" - ADDITIONAL PROPERTY WHICH MAY BE UNILATERALLY SUBMITTED TO THE DECLARATION BY DECLARANT
- EXHIBIT "C" - BYLAWS OF CHARLESTON MANOR HOMEOWNERS ASSOCIATION, INC.

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR CHARLESTON MANOR

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CHARLESTON MANOR ("Declaration") is made on the date hereinafter set forth by **LGI HOMES – GEORGIA, LLC**, a Georgia limited liability company (hereinafter sometimes called "Declarant");

W I T N E S S E T H

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" hereof; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" hereof to the provisions of this Declaration to create a residential community of single-family housing and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" attached hereto and by this reference incorporated herein is hereby subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to the real property hereby and hereafter made subject hereto and shall be binding on all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

Article 1  
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meanings:

1.1 "Alleys" mean those certain twenty-five foot (25') alleys located on a portion of the rear of certain Lots in the Community which provide vehicular and pedestrian access, ingress and egress to the Lots containing such alleys, as more particularly identified on a recorded subdivision plat for the Community.

1.2 "Articles of Incorporation" means the Articles of Incorporation of Charleston Manor Homeowners Association, Inc., filed with the Georgia Secretary of State and incorporated herein by this reference, as may be amended from time to time.

1.3 "Association" means Charleston Manor Homeowners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

1.4 "Board of Directors" or "Board" means the appointed or elected body of the Association, vested with the authority to operate, administer and manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. Section 14-3-101, *et seq.*

1.5 "Bylaws" means the Bylaws of Charleston Manor Homeowners Association, Inc., attached to this Declaration as Exhibit "C" and incorporated herein by this reference, as may be amended from time to time.

1.6 "Common Property" means any and all real and personal property, including, without limitation, easements and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.

1.7 "Community" refers to that certain real property described in Exhibit "A", attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.

1.8 "Community-Wide Standard" means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association and may be articulated in the Architectural Guidelines established pursuant to Article 6 hereof, but must be consistent with the Community-Wide Standard initially established by the Declarant.

1.9 "Declarant" means **LGI HOMES – GEORGIA, LLC**, a Georgia limited liability company and its successors, successors-in-title or assigns taking title to any portion of the property described in Exhibit "A" or Exhibit "B" hereof for the purpose of development and/or sale and designated as Declarant in a recorded instrument by the then holder of the rights of Declarant hereunder. Any or all of the rights of Declarant set forth in this Declaration, the Articles of Incorporation or the Bylaws may be transferred or assigned in whole or in part to other Persons; provided, however, no transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and recorded in the Walton County, Georgia land records.

1.10 "Lot" means any plot of land within the Community, regardless of whether improvements are constructed thereon, which constitutes a single-family dwelling site as shown on the subdivision plat(s) for the Community recorded in the Walton County, Georgia land records. The ownership of each Lot shall include, and there shall pass with the title to each Lot as an appurtenance thereto, whether or not separately described, all of the rights and interests of

an Owner in and to the Common Property, as herein provided, together with membership in the Association.

1.11 "Mortgage" means any and all instruments used for the purpose of encumbering or conveying title to real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.12 "Mortgagee" means the holder of a Mortgage.

1.13 "Occupant" means any Person occupying all or any portion of a Lot for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.14 "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot located within the Community, but excluding a Mortgagee.

1.15 "Person" includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company or other organization, recognized as a separate legal entity under Georgia law.

1.16 "Supplementary Declaration" means a supplement to this Declaration which subjects additional property to the provisions of this Declaration and the jurisdiction of the Association and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

1.17 "Total Association Vote" means the votes attributable to the entire membership of the Association (including the votes of Declarant) as of the record date for such action, but specifically excluding the votes of any Owners whose voting rights have been suspended as provided herein, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast. If, for example, and without limitation, two-thirds (2/3) of the Total Association Vote is required to approve a matter, such matter must receive more than two-thirds (2/3) of the votes attributable to all existing members of the Association as of the record date for such action (and excluding the votes of any Owners whose voting rights have been suspended as provided herein), whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

Article 2  
Property Subject To This Declaration

2.1 Property Hereby Subjected to This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, conditions, restrictions and easements hereinafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Unilateral Annexation by Declarant. As the owner thereof or, if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option from time to time to subject all or any portion of the real property described in Exhibit "B" attached hereto and by this reference incorporated herein to the provisions of this Declaration and the jurisdiction of the Association by recording in the Walton County, Georgia land records a Supplementary Declaration in the Walton County, Georgia land records describing the property being subjected. Any annexation shall be effective upon the filing for record of such Supplementary Declaration, unless a later effective date is provided therein.

Inclusion of property on Declarant's overall site plan or concept plan or property described in Exhibit "B" shall not obligate Declarant to subject such property to the Declaration, nor shall exclusion of property from a site plan or concept plan bar Declarant from subjecting such property to the Declaration. As long as covenants applicable to the real property previously subjected to this Declaration are not changed and as long as the rights of existing Owners are not adversely affected, the Declarant may unilaterally amend this Declaration to reflect the different character of any such annexed real property. If any land is not subjected to this Declaration, Declarant's reserved rights shall not impose any obligation on Declarant to impose any covenants and restrictions similar to those contained herein upon such additional land nor shall such rights in any manner limit or restrict the use to which such additional land may be put by Declarant or any subsequent owner thereof, regardless of whether such uses are consistent with the covenants and restrictions imposed herein.

2.3 Annexation by the Association. Upon the written consent of: (a) the owner(s) thereof; (b) the Declarant; and (c) Owners of at least two-thirds (2/3) of the Lots, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing for record in the Walton County, Georgia land records a Supplementary Declaration describing the property being annexed. Any Supplementary Declaration shall be executed on behalf of the Association by the President of the Association whose signature shall be attested by the Secretary of the Association. The annexation shall be effective only upon the filing for record of such Supplementary Declaration in the Walton County, Georgia land records, unless a later effective date is provided therein.

2.4 Withdrawal of Property. Declarant shall have the right to amend the Declaration to remove any portion of the Community then owned by Declarant or the Association, as the case may be, from the coverage of this Declaration and the jurisdiction of the Association, to the extent originally included in error or as a result of any changes whatsoever in the plans for the Community, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Any withdrawal shall be accomplished by filing for record an amendment to this Declaration in the Walton County, Georgia land records which describes the property to be removed and is executed by the Declarant and the Owner(s) of the property being removed, if not the Declarant. Any withdrawal shall be effective upon recording such amendment in the Walton County, Georgia land records, unless a later effective date is provided therein. Such amendment shall be executed by the Declarant and the Owner(s) of the property being removed and shall not require the vote or consent of any Lot Owners in the Community.

Article 3  
Association Membership and Voting Rights

3.1 Membership. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall have a membership in the Association. The foregoing is not intended to include a Mortgagee, and the giving of a security interest shall not terminate an Owner's membership. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to hold office, may be exercised by a member or the designee of a member, but in no event shall more than one (1) Person representing a single membership hold office at the same time. This Section is not intended to prohibit the same individual from being both an officer and a director of the Association. Nothing in this Section shall restrict the number of votes cast or the number of officers and directors appointed by the Declarant.

3.2 Voting. Members shall be entitled to cast one (1) vote for each Lot owned. When more than one (1) Person holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting or referendum. The vote attributable to a Lot shall be suspended in the event more than one (1) Person seeks to exercise it. The Board of Directors may suspend the voting rights of an Owner for any period during which any past due assessment against any Lot of the Owner remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, rules and regulations of the Association or Architectural Guidelines established pursuant to Section 6.3 hereof.

Article 4  
Assessments

4.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners of Lots, including, without limitation, the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of the Lien and Personal Obligation for Assessments.

(a) General. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (i) general assessments; (ii) special assessments; and (iii) specific assessments. All assessments, together with late charges (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of the assessment or installment not paid when due), interest (at a rate of ten percent (10%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall, from the time the sums become due and payable, be a charge on the land and a continuing lien in favor of the

Association on the Lot against which each assessment is made. As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

(b) Creation of the Lien. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each assessment, together with late charges, interest and costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee of an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of the grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings.

(c) No Exemption from Assessments. No Owner may waive or otherwise be exempt from liability for the assessments provided for herein for any reason, including, by way of illustration and not limitation, the following: (i) abandonment of the Lot; (ii) nonuse of the Common Property, including, without limitation, nonuse of the Community recreational facilities; (iii) the Association's failure to perform its obligations required under the Declaration; or (iv) inconvenience or discomfort arising out of the Association's performance of its duties. No diminution or abatement of any assessment shall be claimed or allowed by reason of any failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest and then to delinquent assessments.

4.3 Budget. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the general assessment to be levied against each Lot for the year to be delivered to each member at least thirty (30) days prior to the due date of such general assessment. The budget and the general assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the Declarant. In the event the membership and Declarant disapprove the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget has been determined, as provided herein, the budget in effect shall continue.

4.4 General Assessments. General assessments shall be levied equally on all Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice for delinquents. Unless otherwise provided by the Board, the general assessment shall be paid in one annual installment. General assessments include any sums the Board determines necessary for the continued ownership, operation and maintenance of the

Common Property, improvements to the Common Property, operating expenses of the Association, payment for any items of betterment and the establishment of reserve funds as the Board shall deem proper. General assessments may include, without limitation, the following: (a) sums for property taxes for the Common Property; (b) insurance premiums; (c) legal and accounting fees; (d) management fees; (e) charges for utilities and other services provided by the Association, including, without limitation street lights, if applicable; (f) costs to maintain the Community entry features, including landscaping and any electricity and/or irrigation expenses associated therewith; (g) landscaping to the Common Property; (h) costs associated with the maintenance of the storm water detention/retention pond(s) and storm water drainage facilities serving the Community; (i) costs to operate, maintain and insure the Community recreational facilities; (j) costs to maintain and repair the Alleys; and (k) expenses and liabilities incurred as provided herein, in the Articles of Incorporation and Bylaws for the indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.5 Special Assessments. The Association, acting through the Board of Directors, may levy a special assessment against all Owners in the Community for any unbudgeted or unanticipated expenses or expenses in excess of those budgeted. So long as the total amount of special assessments allocated to each Lot in a fiscal year does not exceed the amount of the annual general assessment in such fiscal year, the Board may impose the special assessment without a vote of the Owners. Except for special assessments levied pursuant to Section 8.3 hereof, any special assessment which would cause the total amount of the special assessments allocated to any one Lot in a fiscal year to exceed the amount of the annual general assessment in such fiscal year must be approved by two-thirds (2/3) of the Total Association Vote and the Declarant in order to be effective. Special assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

4.6 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. The failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. By way of explanation, and not limitation, the following shall constitute specific assessments: (a) fines levied pursuant to this Declaration; (b) the working capital contribution as provided in Section 4.13 hereof; and (c) the cost of maintenance performed by the Association for which an Owner is responsible.

The Board of Directors may also specifically assess Owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; (b) expenses of the Association which benefit all Lots, but do not provide an equal benefit to all Lots, may be specifically assessed equitably among all Lots according to the benefit received; and (c) expenses of the Association which are incurred by or attributable to an Owner

or the Occupants, guests, tenants, invitees or licensees of the Owner may be specifically assessed against the Lot of such Owner.

4.7 Subordination of Liens to Mortgages. Notwithstanding anything to the contrary in this Declaration or any other document related thereto or executed in connection therewith, the lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Lot if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only a lien as it relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the cancellation, satisfaction or foreclosure of such Mortgage. Such subordination is merely a subordination and: (a) shall not relieve the Owner of the Lot of the personal obligation to pay all assessments coming due during such period of ownership; (b) shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a Mortgagee or such Mortgagee's transferee or assignee by foreclosure); and (c) no sale or transfer of such Lot to the Mortgagee or to any other Person pursuant to a foreclosure, or pursuant to any other proceeding in lieu of foreclosure, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or any Owner of such Lot from liability for any assessment authorized hereunder that becomes due after such sale and transfer.

4.8 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer or conveyance; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves.

Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of the assessment or installment not paid when due) and interest (at a rate of ten percent (10%) per annum on the principal amount due). As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of assessments and fees arising hereunder shall include costs of collection, including, without limitation, reasonable attorneys' fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or to foreclose its lien. The Association may file a claim of lien with the Office of the Clerk of

Superior Court of Walton County, Georgia, but no such claim of lien shall be required to establish or perfect the lien for unpaid assessments.

Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against such Owner personally, for the collection of such charges as a debt or to foreclose the lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to: (a) bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same; (b) suspend the membership rights of the delinquent Owner, including the right to vote; (c) suspend the right of a delinquent Owner to use and enjoy the Common Property, including, without limitation, the right to use and enjoy the Community recreational facilities; and (d) suspend services and other benefits as may be provided by the Association, if any. Any suspension shall not affect an Owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such Lot in favor of the Association.

4.9 Date of Commencement of Assessments. Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Lot on the date that such Lot has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. Any Lot which has been approved by Declarant for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Declarant or any other Person, so long as such Lot is approved for use as a model home and is not occupied for residential purposes.

4.10 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint and remove the directors and officers of the Association, Declarant may, but shall have no obligation to: (a) advance funds or contributions of services or materials or a combination of services and materials, rather than money (herein collectively called an "in kind contribution"), or a combination of these, to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the general, special and specific assessments collected by the Association in any fiscal year (such advances shall be evidenced by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for similar loans in the local area of the Community; provided, however, no Mortgage secured by the Common Property or any of the structures or improvements maintained by the Association shall be given in connection with such loan, unless the loan has been approved by Owners of at least two-thirds (2/3) of the Lots as provided in Section 9.2(c) hereof.

4.11 Failure to Assess. The omission or failure of the Board to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as the last year for which

an assessment was made, if any, until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

4.12 Estoppel Letter. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association or its managing agent setting forth the amount of assessments past due and unpaid, including any late charges, interest, fines, or other charges against that Lot. Such request shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. The Association shall, within five (5) business days after receiving a written request therefor, certify to the amount of any unpaid assessments constituting a lien on a specified Lot. The Association may charge a reasonable fee as may be permitted by law as a prerequisite to the issuance of such statement. A certification letter signed by an officer of the Association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association. It is the intent of this provision to comply with O.C.G.A. Section 44-14-15(c), as amended.

4.13 Working Capital Contribution. Upon each and every transfer or conveyance of title to a Lot after it has been improved with a dwelling for which a certificate of occupancy has been issued, a working capital contribution in an amount determined by the Board from time to time, but not to exceed the amount of the general assessment applicable to the Lot for the year of such conveyance, shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association.

The working capital contribution shall constitute a specific assessment against the Lot, shall be in addition to, not in lieu of, the general assessment and shall not be considered an advance payment of such assessment. The working capital contribution may be used by the Association for any purpose which provides a direct benefit to the Community, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the working capital contribution shall not apply to the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but shall apply to the Owner acquiring title to the Lot from the foreclosing Mortgagee.

Article 5  
Maintenance; Common Property

5.1 Association's Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property, which shall include, without limitation, the maintenance, repair and replacement of all landscaping, structures and improvements situated thereon. The Association shall also maintain (whether or not constituting Common Property) the following: (a) all Community entry features, including, without limitation, monument signage, fencing and any landscaping associated therewith and any irrigation system and/or lighting system serving

such entry features and landscaping, regardless of whether such entry features and landscaping are located on a Lot, Common Property or public right-of-way; (b) all Community green space and open space; (c) the storm water detention/retention ponds and storm water drainage facilities serving the Community, and any wall, gate, fence or other enclosure surrounding said storm water detention/retention pond(s), as may be shown on the recorded subdivision plat(s) for the Community, regardless of whether such storm water detention/retention ponds and storm water drainage facilities are located on a Lot or Common Property, if and to the extent the same are not maintained by a governmental entity or third party and in accordance with any storm water indemnification or maintenance agreement or similar document as may be recorded in the Walton County, Georgia land records; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any storm water drainage facilities which exclusively serve a Lot; (d) all street medians and street islands and landscaping along or adjacent to any public streets and/or street medians and all street islands, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party; (e) the centralized mailbox area and the mailboxes located thereon; (f) exterior lighting serving the Community, including, without limitation, street lights, if applicable; provided, however, each Owner of a Lot shall be responsible for the maintenance, repair and replacement of any exterior lighting exclusively serving a Lot or attached to the residential dwelling located on the Lot; (g) the Community recreational facilities and appurtenant parking areas; and (h) the Alleys.

In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Lot of such Owner as a specific assessment. All maintenance performed by the Association shall be consistent with the Community-Wide Standard.

The Association shall have the right, but not the obligation, to maintain property it does not own, regardless of whether such property is located within or outside of the Community, where the Board has determined that such action would benefit the Owners. The Board of Directors, without a vote of the members, but with the consent of the Declarant, shall also have the right to enter into easement agreements and covenant to share cost agreements where the Board has determined that such action would benefit the Owners. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

## 5.2 Owner's Maintenance Responsibility.

(a) General. Except for maintenance performed on or to a Lot by the Association pursuant to Section 5.1, if any, all maintenance of and repair and replacement to the Lot and all structures, landscaping, and other improvements located thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: (i) prompt removal of all litter, trash, refuse, and waste; (ii)

lawn mowing on a regular basis; (iii) tree and shrub pruning; (iv) watering landscaped areas; (v) keeping improvements and exterior lighting in good repair and working order; (vi) keeping lawn and garden areas alive, free of weeds, and attractive; (vii) keeping driveways and walkways in good repair; (viii) complying with all governmental health and police requirements; (ix) maintaining grading and storm water drainage as originally established on the Lot; (x) repairing exterior damage to improvements; (xi) maintaining, repairing and replacing the residential dwelling located on the Lot, including, without limitation, periodic painting and pressure washing as needed; (xii) maintaining, repairing and replacing all storm water drainage facilities which exclusively serve the Lot; (xiii) maintaining, repairing and replacing all pipes, wires and conduits, including, without limitation, sanitary sewer, electrical and plumbing systems, which exclusively serve the Lot; and (xiv) maintaining, repairing and replacing any deck, patio or balcony attached to a residential dwelling, including, the painting, staining and/or sealing of any deck, patio or balcony and any maintenance or repairs to structural components of such deck, patio or balcony.

(b) Failure to Maintain. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement to be performed. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable period of time. If an Owner does not comply with the provisions hereof, the Association may provide such maintenance, repair or replacement to the Lot and all costs associated therewith shall be assessed against the Owner and the Lot of such Owner as a specific assessment. This provision shall not apply to any Lot(s) owned by the Declarant, unless improved with a dwelling and occupied as a residence.

5.3 Conveyance of Common Property by Declarant to Association; No Implied Rights. Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and, if and as provided in Section 5.1 hereof, maintained by the Association for the benefit of its members. So long as Declarant owns any property primarily for development and/or sale in the Community or owns any property which may be annexed to the Declaration as provided herein, Declarant may, upon written notice to the Association, require the Association to reconvey to Declarant all or any portion of the Common Property, improved or unimproved, at no charge to Declarant, without a vote of the members of the Association, if all or any portion of the Common Property is: (a) found by Declarant to have been conveyed in error; (b) needed by Declarant to make adjustments in property boundary lines; or (c) needed by Declarant due to changes in the overall scheme of development for the Community.

The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to: (a) accept on behalf of the Association any such conveyance to the Association; (b) reconvey any such property on behalf of the Association; and (c) execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyance to or reconveyance from the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether such property has been made available for the use of Owners. Declarant may reserve, by lease, license, easement or otherwise, such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant to the Association or the Owners, as the case may be, by an instrument recorded in the Office of the Clerk of Superior Court of Walton County, Georgia.

5.4 Partition of Common Property. The Common Property shall remain undivided and no Owner shall bring any action for partition or division of the whole or any part thereof without the written consent of: (a) all Owners of all portions of the property located within the Community; and (b) all holders of all Mortgages encumbering any portion of the property, including, but not limited to, the Lots.

5.5 Condemnation. In the event of a taking by eminent domain of all or any portion of the Common Property on which improvements have been constructed, the Association shall, if reasonably possible, restore or replace such improvements on the remaining Common Property, unless within sixty (60) days after such taking, an alternative plan is approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. The provisions of this Declaration applicable to the replacement or restoration of damaged improvements on the Common Property shall also apply to and govern the actions to be taken in the event that the improvements are not restored or replaced after a condemnation.

5.6 Limitation of Liability. Owners, Occupants and their guests shall use the Common Property and all areas maintained by the Association at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners and Occupants shall have an affirmative duty and responsibility to inspect the Common Property and all portions of the Community maintained by the Association for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for: (a) personal injury to any person occurring on the Common Property; (b) loss or damage to personal belongings used or stored on the Common Property or on any other portion of the

Community; or (c) loss or damage, by theft or otherwise, of any other property of an Owner or Occupant.

In addition to the foregoing, the Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be liable for injury or damage to any Person or property: (a) caused by the elements or by an Owner or any other Person; (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association or from any portion of the Common Property; or (c) caused by any street, pipe, plumbing, drain, pond, lake, dam, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair.

## Article 6 Architectural Standards

6.1 General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavating, grading, filling, construction of impervious surfaces, building, exterior alteration of existing improvements, installing storm and screen doors and storm windows, fencing, changing the exterior color of any existing improvement and planting and removing landscaping materials), shall be commenced or placed upon any part of the Community unless: (a) installed by the Declarant or its affiliates; (b) approved in accordance with this Article; or (c) otherwise expressly permitted under this Declaration. Any Owner may remodel, paint or redecorate the interior of a structure located on a Lot without approval hereunder. However, additions and/or modifications to the interior of balconies, porches, patios, decks and similar portions of a structure visible from outside of a Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure located on a Lot in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

This Article shall not apply to the activities of the Declarant, or its affiliates or to improvements to the Common Property made by or on behalf of the Association. This Article may not be amended without the written consent of the Declarant until the rights of Declarant terminate as provided in Section 10.5 hereof.

6.2 Guidelines and Procedures. Except as provided above or as specifically articulated in the Architectural Guidelines established pursuant to Section 6.3 hereof, no exterior construction, addition or alteration shall be made unless and until plans and specifications shall have been submitted in writing to and approved by the Declarant. Such plans and specifications shall be of sufficient detail to allow the Declarant to make its review and to the extent required by the Declarant shall show the nature, kind, shape, height, materials and location of the proposed structure or improvement. The Declarant shall be the sole arbiter of such plans and specifications and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to stop any construction in violation of such plans and specifications or any other provision of this Declaration or Architectural Guidelines. If

the Declarant fails to approve or disapprove submitted plans and specifications within forty-five (45) days after receipt of such plans and specifications, such approval shall be deemed to have been given. If construction does not commence on a project for which plans have been approved within twelve (12) months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans and specifications to the Declarant for reconsideration. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for the maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. In the discretion of the Declarant, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. Declarant and its representatives and/or agents shall have the right, during reasonable hours and after reasonable notice, to enter upon any property in the Community to determine whether or not these restrictive covenants have been or are being complied with and such Persons shall not be deemed guilty of trespass by reason of such entry; provided, however, nothing herein shall be construed as permitting the Association to enter any residential dwelling located on a Lot without the consent of the Owner thereof.

6.3 Architectural Guidelines. The Declarant may adopt written architectural, landscaping and fencing guidelines (collectively, the "Architectural Guidelines") and application and review procedures, which may provide for a review fee. The Declarant shall have the sole and full authority to prepare and to amend, modify, repeal or expand, in whole or in part, from time to time at its sole discretion and without notice, the Architectural Guidelines. In the event Declarant modifies, expands or repeals all or any portion of the Architectural Guidelines, said new Architectural Guidelines shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the Declarant. The Declarant shall make the Architectural Guidelines available to Owners and Occupants who seek to engage in construction upon all or any portion of the Community and such Owners and Occupants shall conduct their operations strictly in accordance therewith and with the provisions of this Article 6. The Declarant shall provide, without cost, a copy of the Architectural Guidelines then in effect to any requesting Owner or Mortgagee.

All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the Architectural Guidelines, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by the Architectural Guidelines, that the Architectural Guidelines may change from time to time, and that such changed Architectural Guidelines may or may not be set forth in an instrument recorded in the Walton County, Georgia land records.

6.4 Limitation of Liability. Plans and specifications are not approved for engineering or structural design, quality of materials or for compliance with applicable building codes, permitting requirements, zoning conditions or other applicable governmental laws, ordinances and regulations governing construction in the Community and by approving such plans and

specifications the Declarant, the Association and their respective directors, officers, members, representatives, agents or employees assume no liability or responsibility therefor or for any defect in any structure or improvement constructed from such plans and specifications or for any violation of applicable building codes, permitting requirements, zoning conditions or for any other violation of applicable governmental laws, ordinances and regulations governing construction within the Community. Neither Declarant, the Association, nor their respective officers, directors, members, employees, representatives and agents shall be liable in damages to anyone submitting plans and specifications for approval or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans and specifications and every Owner agrees that such Person or Owner will not bring any action or suit against the Declarant, the Association or their respective officers, directors, members, employees, representatives and agents to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

6.5 No Waiver. The approval of the Declarant of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Declarant, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

6.6 Variances. Notwithstanding anything to the contrary contained herein, the Declarant shall be authorized to grant individual variances from any of the provisions of the Architectural Guidelines if it determines that waiver of application or enforcement of the provision in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship or aesthetic or environmental considerations. No variance issued shall: (a) be effective unless in writing; (b) be inconsistent with the overall scheme of development for the Community; or (c) prevent the Declarant from denying a variance in other similar circumstances. For purposes of this provision, the inability to obtain approval of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.7 Enforcement. Any structure, improvement or landscaping improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant, an Owner shall, at its own cost and expense, remove such nonconforming structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, Declarant and its representatives and agents shall have the right to enter the property, remove the nonconforming structure or improvement, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, reasonable attorneys' fees actually incurred, may be assessed against the Lot as a specific assessment. In such event,

neither Declarant, the Association nor their respective officers, directors, members, employees, representatives and agents shall be held liable to any Person for exercising the rights granted by this Section, including, without limitation, claims for damages resulting from the removal of the nonconforming structure or improvement in accordance with the procedures set forth herein. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Architectural Guidelines may be excluded by the Declarant from the Community, subject to any applicable notice and hearing procedures contained herein or in the Bylaws. In the event of noncompliance with this Article, the Association or Declarant, respectively, may record in the appropriate land records a notice of violation hereunder naming the violating Owner. Declarant or the Association, acting through the Board, shall also have the authority and standing to pursue any and all remedies available at law and equity to enforce the provisions of this Article, including, without limitation, the right to levy and collect fines against non-complying Owners and Occupants in accordance with the provisions of this Declaration and the Bylaws.

6.8 Architectural Review By Declarant. Until: (a) the Declarant no longer owns any property in the Community and no longer owns any additional property that can be annexed to the Community as provided herein; and (b) each Lot has been improved with a dwelling for which a certificate of occupancy has been issued, the Declarant shall have the sole right, power and authority under this Article. Notwithstanding the foregoing, the Declarant may in its sole discretion relinquish architectural control as to certain types of improvements or modifications to the Board of Directors while retaining control over all other building and construction in the Community; provided, however, any right, power or authority of the Declarant which may be relinquished to the Board of Directors prior to the termination of the rights of Declarant hereunder shall only be by a written instrument executed by Declarant and recorded in the Walton County, Georgia land records and no such right, power or authority shall be relinquished by implication or otherwise. For example and without limitation, the Declarant may relinquish control over modifications of existing structures to the Board of Directors while retaining all authority to review and approve new home construction. Upon the surrender in writing of all or a portion of such right and authority, the Board of Directors shall then have such jurisdiction over architectural control under this Article as may have been relinquished by the Declarant. The establishment of an advisory architectural review committee shall not be deemed to be a relinquishment by Declarant of any of its right, power and authority hereunder.

After the termination or voluntary surrender of all or a portion of the rights of Declarant hereunder, the Board of Directors shall have all right, power and authority to review and approve all building and construction activity within the Community and this Article or portions thereof, as applicable, shall then be read and interpreted as if any reference to the authority of or action by the Declarant in this Article 6 were a reference to the authority of or action by the Board of Directors. The Board of Directors may, but shall have no obligation to, establish an architectural review committee ("ARC"), which shall then have such rights, powers and authority as may be granted to it by the Board of Directors. The Board of Directors may grant to the ARC all of its rights, powers and authorities hereunder, or may grant the ARC such limited rights as it deems appropriate in its sole discretion and in such event this Article or portions thereof, as appropriate, shall then be read and interpreted as if any reference to the authority of or action by the Declarant

in this Article 6 were a reference to the ARC. Notwithstanding anything herein to the contrary, the Board of Directors shall have the sole right and authority to appoint and remove the members of the ARC.

## Article 7 Use Restrictions and Rules

7.1 Rules and Regulations. The Board of Directors may, from time to time, with the consent of the Declarant and without a vote of the members, promulgate, modify or delete reasonable rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the Declarant.

All Owners and Occupants of Lots are hereby notified that the use of their Lots is limited by the rules and regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed or entering into a contract of sale, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by the rules and regulations, that the rules and regulations may change from time to time, and that such changed rules and regulations may or may not be set forth in an instrument recorded in the Walton County, Georgia land records.

7.2 Residential Use. Each Lot shall be used for residential purposes exclusively. Leasing of a Lot for residential occupancy shall not be considered a business or business activity. No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant residing at the Lot may conduct business activities within the residential dwelling located thereon so long as the business activity: (a) does not otherwise violate the provisions of the Declaration, Bylaws or any rules and regulations of the Association; (b) is not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion; (d) conforms to all zoning requirements for the Community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Community; (g) does not constitute a nuisance or a hazardous or offensive use; (h) does not threaten the security or safety of other residents of the Community; and (i) does not involve door-to-door solicitation within the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The Board may issue rules regarding permitted business activities. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) the activity is engaged in full or part-time; (y) the activity is intended to or does generate a profit; or (z) a license is required for the activity. Notwithstanding anything to the contrary herein, nothing in this Section 7.2 shall be construed as prohibiting the Declarant from

maintaining model homes, speculative housing, sales offices or construction trailers in the Community.

7.3 Signs. No sign of any kind shall be erected or displayed within the Community without prior written approval under Article 6 hereof or in compliance with the Architectural Guidelines; provided, however, the following signs may be erected on any Lot without approval: (a) one (1) professionally lettered "For-Sale" or "For Rent" sign consistent with the Community-Wide Standard; (b) security signs not larger than 18-inches by 18-inches consistent with the Community-Wide Standard; and (c) signs required by legal proceedings. Notwithstanding the foregoing, the Board, on behalf of the Association, and the Declarant shall have the right to erect and display reasonable and appropriate signs including, without limitation, signs relating to the development, construction, marketing and sales of residential dwellings located on Lots in the Community. The Board of Directors shall also have the right to adopt reasonable rules and regulations governing the display and placement of signs in the Community, including, without limitation, imposing reasonable time, place and manner restrictions. The Board or Declarant, as the case may be, may impose a reasonable fine for the display of any sign which violates this provision and is not removed within twenty-four (24) hours after written demand is delivered to the Owner at the Lot. The provisions of this Section shall not apply to any Mortgagee in possession due to foreclosure of a first Mortgage or as grantee pursuant to any deed in lieu of foreclosure.

#### 7.4 Vehicles; Parking.

(a) General. Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated parking areas established by the Board, if any. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go carts, golf carts, trucks, campers, buses, vans and automobiles. The term "parking spaces serving the Lot" shall refer to the number of garage parking spaces and if, and only if, the Owners and Occupants of a Lot have more vehicles than the number of garage parking spaces, those excess vehicles which are an Owner's or Occupant's primary means of transportation on a regular basis may be parked on the driveway located on such Lot; provided, however, no vehicle parked on a driveway shall encroach onto any portion of a sidewalk, public right-of-way or any grassy or landscaped area. All parking shall be further subject to such reasonable rules and regulations as the Board may adopt from time to time.

(b) Garages. All homes shall contain a garage; carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and not for storage or other purposes; provided, however the use of a garage for storage shall be permitted provided such storage does not prevent an Owner or Occupant from parking such Owner's or Occupant's vehicles in the garage on a regular basis. Garages shall not be converted to additional living space unless the same has been approved in accordance with Article 6 hereof.

(c) Disabled and Stored Vehicles. No vehicle may be left upon any portion of the Community, except in an enclosed garage or other area designated by the Board, if any, for a

period of more than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Community by the Board of Directors or the appropriate authority of the City of Monroe or Walton County. No towed vehicle, boat, personal watercraft, recreational vehicle, motor home, trailer, motorcycle, minibike, scooter, go cart, golf cart, commercial vehicle, camper, bus or mobile home shall be regularly stored in the Community or temporarily kept in the Community, except if kept in an enclosed garage or other area designated by the Board, if any, for periods longer than forty-eight (48) hours (the temporary removal of such vehicle from the Community shall not be sufficient to establish compliance with the forty-eight (48) consecutive hour provision provided for herein). Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen wheel trucks or the cabs of such trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Community except as may be reasonably necessary to provide service to or delivery within the Community or as otherwise permitted by the Board of Directors.

(d) Commercial Vehicles. The term "commercial vehicles" as used in this paragraph, shall include, without limitation, any vehicle which bears any indicia of commercial use, including, but not limited to, writing, logos, ladders, ladder racks, vehicles displaying signage of a commercial or business nature or vehicles which are not primarily used for the transportation of passengers, all as determined by the Board in its sole discretion. Commercial vehicles shall not be permitted in the Community unless they are kept in an enclosed garage or other area designated by the Board, if any; provided however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service to or make a delivery within the Community.

(e) Alleys. Owners and Occupants shall exercise reasonable care in their use of they Alleys so as not to cause more than normal wear and tear on the same. No Lot Owner, or any Occupant, tenant, guest, licensee or invitee of a Lot Owner shall park any vehicle within the Alleys or block, impair or otherwise impede in any manner an Owner's access, egress or ingress to and from such Owner's Lot. Without the written consent of the affected Lot Owners, an Alley shall not be blocked or obstructed; provided, however, upon not less than thirty six (36) hours prior written notice to the other Owners, an Owner or the Association, as the case may be, shall have the right to temporarily block or obstruct all or a portion of an Alley as may be reasonably necessary to: (a) effect maintenance, repairs, or reconstruction thereof; or (b) effect maintenance, repairs, or reconstruction to a structure or other improvement on an Owner's Lot; provided, however, the Owner of the Lot performing any such work shall exercise reasonable efforts to avoid or minimize obstruction of the Alley and interruption or disturbance of the use and occupancy of any other Lot during performance of such work; and provided, further, in the event of an emergency situation necessitating maintenance, repairs, or reconstruction hereunder where thirty six (36) hours prior written notice is not practicable, the Owner or the Association, as the case may be, performing such work shall provide written notice to the other Owners as soon as is reasonably practicable.

(f) Traffic Regulations. All vehicular traffic on the Alleys shall be subject to the provisions of state and local laws concerning the operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including, without limitation, imposing reasonable safety measures and speed limits. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying and collecting fines for the violation thereof. In the event of a conflict between the provisions of state and local laws and the rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Community. All vehicles of any kind and nature which are operated in the Community shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

(h) Remedies of the Association for Noncompliance. If any vehicle is parked on any portion of the Common Property or Alleys in violation of this Section or in violation of the Association's rules and regulations, the Board or agent of the Association may cause the vehicle to be towed or booted, subject to compliance with applicable law, including any notice required thereby. The notice may be a general notice by signage or may be placed on the vehicle, if and as allowed under applicable law, as the case may be. If a vehicle is parked in a fire lane, is blocking another vehicle, is obstructing the flow of traffic, is parked on any landscaped area or otherwise creates a hazardous condition, the Board or agent of the Association may have the vehicle towed immediately, subject to compliance with applicable law. If a vehicle is towed or booted in accordance with this subparagraph and applicable law, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

(i) Declarant Exemption. Notwithstanding anything to the contrary in this Section 7.4, the Declarant, and its respective agents, subcontractors and assigns shall have the right, during regular business hours, to park vehicles on any and all streets within the Community as needed in order to facilitate the construction, development, maintenance and build out of the Community.

7.5 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in a reasonable number as determined by the Board from time to time in its sole discretion. No animals shall be kept, bred or maintained for any commercial purpose. No dog runs, runners or exterior pens for household pets shall be erected or maintained on any Lot unless approved in accordance with Article 6 hereof. Dogs shall at all times when outside of a dwelling located on a Lot be kept on a leash or otherwise under the physical control of a responsible person. All Owners must control their animals at all times, whether or not such Owner is present, in a manner that will prevent any animal from: (a) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently; (b) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other

Owners as to the safety of themselves, their families, guests or invitees; or (c) otherwise constituting a nuisance or inconvenience to the Owner(s) or Occupant(s) of any other Lot; all of the foregoing as determined by the Association in its sole discretion. The Association may require that an Owner remove any animal that presents an actual threat to the health or safety of residents and require abatement of any nuisance or unreasonable source of annoyance. In the event that an Owner fails to remove an animal as provided herein, the Association shall have the right, but not the obligation, to institute legal action to have the animal removed and all costs associated therewith, including, without limitation, reasonable attorneys' fees actually incurred, shall be a specific assessment against the Lot of such Owner.

All pets shall be registered, licensed and inoculated if and as required by law. Animal control authorities shall be permitted to enter the Community to patrol and remove unlicensed pets. Animal waste deposited in the Community must be removed by the owner of the animal or the person responsible for the animal. The Association may adopt reasonable rules and regulations designed to minimize damage and disturbance to other Owners and Occupants, including, without limitation, regulations requiring damage deposits, waste removal, leash controls and noise controls.

7.6 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any property within the Community. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, screaming, shouting, excessively loud talking, fighting, raucous behavior, insobriety, playing loud music or television, use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations, or any conduct which creates any noxious or offensive odors outside of a home shall be permitted, located, used, placed, installed or maintained upon all or any portion of a Lot, unless, if applicable, it has been approved pursuant to Article 6 hereof. The inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board. Notwithstanding anything to the contrary herein, each Owner and Occupant acknowledges that the Declarant and its agents, contractors, subcontractors and assigns may engage in construction activities on one or more Lots in the Community and further agrees that such construction activities shall not be deemed a nuisance as provided herein.

7.7 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community.

7.8 Antennae. No exterior antenna, receiving dish or similar apparatus of any kind for receiving and/or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Community, including any Lot, unless approved in accordance with the provisions of Article 6 hereof or as otherwise permitted by the Architectural Guidelines; provided, however, no approval shall be necessary to install the following on a residential dwelling located on a Lot: (a) antennae designed to receive direct broadcast satellite services, including direct-to-home satellite services or antennae designed to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (b) antennae designed to receive video programming services via multi-point distribution services or antennae designed to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (c) antennae that are designed and intended to receive television broadcast signals. Owners shall install any permitted antennae on the rear of the residential dwelling located on a Lot unless such installation: (x) imposes unreasonable delay or prevents the use of the antennae; (y) unreasonably increases the cost of installation; or (z) an acceptable quality signal cannot otherwise be obtained.

7.9 Tree Removal. No trees that are more than four (4) inches in diameter at a point twelve (12) inches above the ground and no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherry trees or apple trees, regardless of diameter, shall be removed without prior written approval under Article 6 hereof or otherwise in accordance with applicable Architectural Guidelines. The Association and Owners shall also comply with all zoning conditions and local ordinances applicable to tree removal. In the event of a conflict between the provisions of this Section and any zoning condition or local ordinance, the more restrictive provision shall govern. This provision shall not apply to the removal of trees by the Declarant.

7.10 Drainage. Catch basins, retention ponds, detention ponds, drainage easement areas and related drainage facilities are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter drainage flow across or from his or her Lot after the location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without approval in accordance with the provisions of Article 6 hereof. In the event storm water drainage from any Lot or Lots flows across another Lot, provisions shall be made by the Owner of such downstream Lot to permit such drainage to continue, without restriction or reduction, across the downstream Lot and into the natural drainage channel or course although no specific drainage easement for such flow of water is provided on the subdivision plat for the Community recorded in the Walton County, Georgia land records.

7.11 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board of Directors, it would create an unsafe condition.

7.12 Garbage Cans, Woodpiles, Etc. All garbage cans, recycling bins, woodpiles, swimming pool pumps, filters and related equipment, and other similar items shall be located or screened so as to be concealed from the view of neighboring streets and property. All rubbish, trash, garbage, recycling materials and yard waste shall be regularly removed and shall not be allowed to accumulate. Unless otherwise provided by the Board, trash, recycling and yard waste receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Trash removal, recycling and yard waste pick-up shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt from time to time.

7.13 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with prior written approval in accordance with the provisions of Article 6 hereof. Declarant, however, hereby expressly reserves the right to subdivide and/or revise and re-record the subdivision plat of any Lot(s) with the consent of the Owner of the affected Lot(s) and to approve the revision and re-recording of any plat of any Lot(s) owned by any builder or developer, including, but not limited to, changing any Lot to Common Property, changing Common Property to a Lot or right-of-way or creating a public or private street over all or any portion of a Lot, Common Property or other property within the Community, without the consent of any Person, other than the Owner(s) of such Lot(s).

7.14 Firearms. The discharge of firearms within the Community is prohibited except by law enforcement officials in the performance of their respective duties. The term "firearms" includes, but is not limited to, "B-B" guns, pellet guns, archery equipment and firearms of all types, regardless of size.

7.15 Fences. Except as provided herein, no fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any Lot without prior written approval in accordance with Article 6 hereof or in compliance with applicable Architectural Guidelines. Guidelines detailing acceptable fence styles or specifications may be issued pursuant to Article 6, but in no event may a chain link or barbed wire fence be approved. Notwithstanding the foregoing, Declarant and the Association may erect any type of fence on the Common Property or elsewhere within the Community as they may deem appropriate or as necessary to satisfy the requirements of any law, regulation or governmental entity or for the health and safety of Owners and Occupants.

7.16 Utility Lines. No overhead utility lines, including lines for cable television, shall be installed within the Community.

7.17 Air-Conditioning Units. No window air conditioning units may be installed.

7.18 Exterior Lighting, Displays and Decorations.

(a) Exterior Lighting. Exterior lighting on any Lot visible from the street shall not be permitted, except for: (i) approved lighting as originally installed on a Lot; (ii) one decorative post light; (iii) street lights in conformity with an established street lighting program for the Community; (iv) reasonable seasonal decorative lights displayed for a reasonable period of time during the holiday season, subject to any rules and regulations adopted by the Board; (v) front house illumination of model homes; or (vi) other lighting approved under Article 6 hereof or in accordance with applicable Architectural Guidelines.

(b) Displays and Decorations. Religious or holiday symbols and decorations may be displayed on a Lot of the kinds normally displayed in single-family residential neighborhoods; provided, however, the Association may adopt reasonable time, place and manner restrictions with respect to said symbols and decorations visible from outside of a structure located on a Lot, including, without limitation, limitations on appearance, style, size, and number.

7.19 Conservation Equipment. No solar energy collector panels or attendant hardware or other conservation equipment shall be constructed or installed unless as an integral and harmonious part of the architectural design of a structure or otherwise screened from view and approved in accordance with Article 6 hereof or applicable Architectural Guidelines.

7.20 Swimming Pools. No swimming pool shall be constructed, erected or maintained upon any Lot without prior written approval in accordance with the provisions of Article 6 hereof and in no event shall any above-ground swimming pool be permitted; provided, however, portable or inflatable wading pools designed for use by small children shall be permitted so long as they are properly maintained and stored out of view from neighboring property and public streets when not in use.

7.21 Artificial Vegetation, Gardens, Play Equipment, Exterior Sculpture, Water Features and Similar Items. No artificial vegetation shall be permitted on the exterior of a Lot or on the Common Property. No vegetable garden, hammock, statuary, play equipment (including, without limitation, basketball goals), exterior sculpture, fountains, or water features may be erected on any Lot without prior written approval in accordance with Article 6 hereof or the Architectural Guidelines.

7.22 Clotheslines. No exterior clotheslines of any type shall be permitted upon any Lot.

7.23 Entry Features. Owners shall not alter, remove or add improvements to any entry features or streetscapes erected by or on behalf of the Declarant or the Association on any Lot in connection with the original development of the Community, or any part of any easement area associated therewith without prior written approval in accordance with the provisions of Article 6 hereof or in accordance with applicable Architectural Guidelines.

7.24 Outbuildings and Similar Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other

structure may be used as a residence, either temporarily or permanently, without written approval under Article 6 hereof or in compliance with applicable Architectural Guidelines. However, this Section shall not be construed to prevent the Declarant, its representatives and agents and those engaged in development, construction, marketing, property management or sales in the Community from using sheds, trailers or other temporary structures for any of the foregoing purposes. In addition, nothing in this Section shall be construed to prevent the Declarant from developing, constructing, marketing, or maintaining model homes, speculative housing, sales offices or construction trailers within the Community.

7.25 Flags. Except for flags installed by the Declarant, no flags may be displayed on any Lot without prior written approval in accordance with the provisions of Article 6 hereof or as otherwise permitted in the Architectural Guidelines established thereunder; provided, however no approval shall be required to display the flag of the United States of America and the current flag of the State of Georgia on a Lot in accordance with the provisions of the U.S. Flag Code (36 US Code 10) and usual and customary practice. The Board of Directors may promulgate reasonable rules and regulations with respect to the display of flags in the Community, including, without limitation, regulating the size of flags that may be displayed and imposing reasonable time, place and manner restrictions pertaining to the display of the United States flag; provided, however, the Association shall not enact any rule or regulation which has the effect of prohibiting any Owner from displaying the flag of the United States of America on a Lot in the Community in contravention of the Freedom to Display the American Flag Act of 2005.

7.26 Garage Sales. No garage sale, carport sale, yard sale, flea market, or similar activity shall be conducted in any portion of the Community without the prior written consent of the Board of Directors. If permitted, such activities shall be subject to all reasonable conditions that the Board may impose.

7.27 Window Treatments. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or for any other purpose. The side of all window treatments, with the exception of stained wood blinds or shutters, which can be seen at any time from the outside of any structure located on a Lot shall be white, off-white or such other color(s) as may be permitted in the Architectural Guidelines. Bed sheets, blankets, towels, black plastic, paper and similar type items shall not be used as window treatments.

7.28 Storm and Screen Doors and Windows. Owners shall not install or maintain storm doors, screen doors, storm windows, window screens or any of the foregoing on a Lot without prior approval in accordance with the provisions of Article 6 hereof or in accordance with applicable Architectural Guidelines.

7.29 Leasing Restrictions. In order to: (a) protect the equity of the individual members; (b) carry out the purpose for which the Association was formed by preserving the character of the Community as a residential community of predominantly owner-occupied homes; and (c) prevent the Community from assuming the character of a renter-occupied neighborhood, leasing of Lots shall be governed by the restrictions imposed by this Section.

No Owner may lease his or her Lot unless the Owner has received either a leasing permit or a hardship leasing permit, in writing, from the Board of Directors, all as may be more specifically set forth below. A leasing permit or hardship leasing permit will allow an Owner to lease his or her Lot in accordance with the terms and conditions set forth in this Section and in accordance with the rules and regulations of the Association and the covenants and conditions set forth in the Declaration. Notwithstanding anything to the contrary herein, leasing permits and hardship leasing permits shall only be valid as to a specific Owner and Lot and shall not be transferrable between Lots or subsequent Owners.

For purposes of this Section, leasing means the regular, exclusive occupancy of a Lot by any Person(s) other than the Owner for which the Owner received any consideration or benefit, including, but not limited to, a fee, rent, gratuity or emolument. For purposes hereof the following shall not constitute leasing: (a) occupancy of the Lot by a member of the Owner's family; (b) occupancy of the Lot by a roommate of an Owner-Occupant; (c) occupancy of the Lot by one or more wards if the Lot is owned by their legal guardian, or (d) occupancy of the Lot by one or more beneficiaries of a trust if the Lot is owned in trust by the trustee.

(a) Leasing Permits. Any Owner desiring to lease a Lot shall submit a written request to the Board of Directors for a leasing permit. The Board of Directors shall automatically approve an Owner's request for a leasing permit and shall issue the same if less than fifteen percent (15%) of the Lots in the Community are leased. If fifteen percent (15%) or more of the Lots in the Community are leased, no additional leasing permits shall be issued, except for hardship leasing permits as provided below, until that number falls below fifteen percent (15%). Owners who have been denied a leasing permit shall be placed on a waiting list to be issued such a permit. When the number of leased Lots falls below fifteen percent (15%), the Owner at the top of the waiting list shall be issued a leasing permit and shall have ninety (90) days to lease such Lot at which time if the Lot is not leased, the leasing permit shall be revoked and the Owner shall automatically be placed at the bottom of the waiting list. Notwithstanding anything to the contrary herein, the issuance of a hardship leasing permit to an Owner shall not cause such Owner to be removed from the waiting list for a leasing permit.

Leasing permits are automatically revoked upon: (a) the sale or transfer of a Lot to a third party (excluding sales or transfers to an Owner's spouse); (b) the failure of an Owner to lease his or her Lot within ninety (90) consecutive days at any time after the issuance of such leasing permit; or (c) the occupancy of the Lot by the Owner.

(b) Hardship Leasing Permits. If an Owner believes that he or she must lease his or her Lot to avoid an undue hardship, the Owner shall apply to the Board in writing for a hardship leasing permit. The Board may issue or deny requests for hardship leasing permits in its discretion after considering the following factors, which include, but are not limited to: (a) the nature, degree and likely duration of the hardship; (b) the harm, if any, which will result to the Community if the hardship leasing permit is approved; (c) the number of hardship leasing permits which have been issued to other Owners; (d) the Owner's role in causing the hardship or ability to cure the hardship; and (e) whether previous hardship leasing permits have been issued to the Owner.

A hardship hereunder shall include, but not be limited to, the following situations: (a) an Owner dies and the Lot is being administered by his or her estate; (b) an Owner must relocate outside metropolitan Atlanta and cannot, within six months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after making reasonable efforts to do so; or (c) an Owner takes a leave of absence or temporarily relocates out of the metropolitan Atlanta area and intends to return to reside in the Lot within one year.

Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may reapply for additional hardship leasing permits at the expiration of a hardship leasing permit in accordance with the procedures set forth herein.

(c) Leasing Provisions. Leasing permits and hardship leasing permits issued pursuant to this Article shall be governed by the following provisions:

(i) Notice. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board of Directors with the following information: (A) a copy of the fully executed lease agreement; (B) the name of the lessee and all other people occupying the Lot; (C) the phone number of the lessee; (D) the Owner's address and telephone number other than at the Lot; and (E) such other information as the Board may reasonably require.

(ii) General. Lots may be leased only in their entirety; rooms, basements or fractions or portions of a Lot may not be leased without the prior written approval of the Board of Directors. All leases shall be in writing. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board of Directors. All leases must be for an initial term of at least one (1) year, except with written approval by the Board of Directors, which shall not be unreasonably withheld in cases of undue hardship. The Owner must provide the lessee with copies of the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines of the Association and the lease shall provide that the Owner has made available to the lessee copies of the Declaration, Bylaws, and the Association's rules and regulations and Architectural Guidelines.

(iii) Compliance; Liability for Assessments. If a Lot is leased or occupied in violation of this Article, then the Board of Directors shall be authorized, in addition to all other available remedies, to terminate the lease and occupancy, and to suspend all voting rights and the right to use and enjoy the Common Property of the Owner and any unauthorized tenants(s) or Occupant(s). Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, Bylaws and Rules and Regulations and Architectural Guidelines. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations and Architectural Guidelines adopted pursuant thereto. Lessee shall control the conduct of all other Occupants and guests of the leased Lot in

order to ensure such compliance. The Owner agrees to cause all Occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations and Architectural Guidelines adopted pursuant thereto and is responsible for all violations caused by such Occupants, notwithstanding the fact that such Occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations and Architectural Guidelines adopted pursuant thereto.

In the event that the lessee or a person living with the lessee violates the Declaration, Bylaws, or a rule or regulation or Architectural Guideline for which a fine is imposed, notice of the violation shall be given to the Owner and the lessee, and such fine may be assessed against the lessee in accordance with the provisions contained herein. If the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

Any violation of the Declaration, Bylaws or rules and regulations and Architectural Guidelines adopted pursuant thereto by the lessee, any Occupant, or any guest of the lessee, is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law.

(B) Liability for Assessments; Assignment of Rent. If an Owner who is leasing his or her Lot fails to pay any general, special or specific assessment or any other charge owed to the Association for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid general, special and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board of Director's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(C) Right to Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property.

(d) Exemptions. The provisions of this Section shall not apply to the Association or any Mortgagee in possession of a Lot through foreclosure or otherwise as a result of the exercise of any rights arising out of a first priority Mortgage on a Lot; provided, however, any leasing transaction entered into by the Association or any Mortgagee in possession of a Lot through foreclosure shall comply with the requirements in subsection (c) hereof.

(e) Rights Reserved for Declarant. Notwithstanding the restriction on the leasing of Lots as described herein, Declarant may enter into a lease agreement for the lease of a Lot and the extent and duration of said lease agreement shall be determined solely by Declarant. Under such circumstances, Declarant shall not be required to obtain a leasing permit or a hardship leasing permit as provided herein. Declarant may also grant an Owner a leasing permit for any reason and the extent and duration of said privilege granted by Declarant shall be determined solely by Declarant. Said leasing permit may, but shall not be required to, count towards the leasing cap applicable to the Lots set forth herein, as determined by the Declarant in its sole discretion. Any ability to lease a Lot granted by Declarant which extends beyond the termination of Declarant's rights under this Declaration shall be valid and may not be terminated by the Association so long as the Owners and Occupants comply with the terms and conditions imposed by Declarant. Notwithstanding the foregoing, any leasing authorized or entered into by the Declarant pursuant to this subsection (e) shall comply with the provisions set forth in subsection (c) above.

7.30 Storm Water Detention/Retention Ponds, Creeks and Streams. Except as herein provided, any storm water retention/detention pond within the Community shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including, without limitation, boating, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted without the prior written consent of the Board of Directors. The Association, the Declarant and their representatives, agents, employees, officers or directors shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of any storm water detention/retention pond within the Community. No Owner shall have any right to place rocks, stones, trash, garbage, sewage, waste water, rubbish, debris, ashes or other refuse in any body of water in the Community. Applicable governmental agencies, the Declarant and the Association, shall have the sole right to control the water level of all bodies of water located within the Community and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention pond. Owners shall not be permitted to withdraw water from any creek or stream in the Community without the prior written consent of the Board of Directors and shall have no riparian or littoral rights with respect to the waters in any creek or stream within the Community.

7.31 Buffer Areas. Portions of the Community contain one or more creek buffer areas, as may be more particularly identified on the recorded subdivision plat(s) for the Community. No land disturbing or construction activities shall be permitted within said buffer areas unless approved pursuant to Article 6 hereof and in compliance with any applicable local or governmental laws, ordinances and regulations, including, without limitation, the Control of Erosion and Sedimentation Act, O.C.G.A. Section 12-7-1, *et seq.*, as amended from time to time.

7.32 Construction Requirements. All residential dwellings constructed on Lots shall have a 7:12 roof pitch, contain shutters and gutters and the front of the exterior of such dwellings shall be 75% stone or brick.

Article 8  
Insurance and Casualty Losses

8.1 Insurance Obtained by Association. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the U.S. Department of Veterans Affairs, and the U.S. Department of Housing and Urban Development, as applicable to the Community. Additionally, the Board of Directors shall obtain casualty insurance for all insurable improvements, whether or not located on the Common Property, which the Association is obligated to maintain, which insurance shall include the Alleys. Insurance obtained and maintained by the Association shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million and No/100 Dollars (\$1,000,000.00). Policies may contain a reasonable deductible as determined by the Board of Directors. Notwithstanding the foregoing, nothing in this Section 8.1 shall be construed as obligating the Association to obtain or maintain insurance covering a Lot, including, without limitation, any structures or improvements located thereon or a Lot Owner's or Occupant's personal property.

In addition to the other insurance coverage required by this Section, the Board of Directors shall obtain workers compensation insurance, if and to the extent necessary to satisfy the requirements of applicable law, and, if available at reasonable cost, as determined in the sole discretion of the Board, a fidelity bond or employee dishonesty coverage covering directors, officers, employees and other Persons handling or responsible for the Association's funds. The amount of fidelity or employees dishonesty coverage, if obtained, shall be determined in the director's best business judgment and shall satisfy local, state or federal requirements for such coverage, if any. Such coverage, if obtained, shall also contain a waiver of all defenses based upon the exclusion of Persons serving without compensation and shall not be subject to cancellation, nonrenewal or substantial modification without at least ten (10) days' prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage and flood insurance, if and to the extent necessary to satisfy the applicable requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

8.2 Insurance Obtained by Lot Owners. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges and understands that the Association has no obligation to provide any insurance for any portion of a Lot and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall obtain and maintain the following: (a) all-risk casualty insurance on the Lot and all structures, dwellings and improvements located or constructed thereon, which shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy and, if reasonably available, shall be in an

amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard; (b) a liability policy covering damage or injury occurring on a Lot; and (c) insurance covering an Owner's or Occupant's personal property. The policies required hereunder shall be in effect at all times.

8.3 Damage and Destruction -- Insured by Association. Immediately after damage or destruction by fire or other casualty to any portion of any structure or improvement covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Section, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Any damage or destruction to property covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, a proposal not to repair or reconstruct such property is approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information is made available; provided, however, such extension shall not exceed sixty (60) days. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members of the Association, levy a special assessment against the Owner of each Lot subject to assessment under Article 4 hereof. Additional assessments may be made in like manner, as necessary, at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction or if the improvements are not repaired or reconstructed, such excess funds shall be deposited to the benefit of the Association. In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, the property shall thereafter be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard and this Declaration.

8.4 Damage and Destruction -- Insured by Owners. The damage or destruction by fire or other casualty to all or any portion of any structure or improvement located on a Lot shall be repaired or reconstructed by the Owner thereof in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 6 of this Declaration. Said repair or reconstruction shall be completed within seventy-five (75) days after such damage or destruction occurred or, where repairs cannot be completed within seventy-five (75) days, they shall be commenced within such period and shall be completed within a reasonable period of time thereafter. Alternatively, the Owner of the Lot may elect to demolish all improvements on the Lot and remove all debris and ruins therefrom within seventy-five (75) days after such damage or destruction occurred and thereafter maintain the Lot in a neat

and attractive, landscaped condition consistent with the Community-Wide Standard and this Declaration. The Owner shall pay all costs which are not covered by insurance proceeds.

## Article 9 Easements

9.1 General. Each Lot shall be subject to those easements, if any, shown or set forth on the recorded subdivision plat(s) for the Community, as amended from time to time, as well as the easements now or hereafter established by the Declarant in this Declaration or by any other document recorded in the Office of the Clerk of Superior Court of Walton County, Georgia.

9.2 Easements for Use and Enjoyment. Every Owner of a Lot shall have a right and easement of ingress and egress, use and enjoyment by the Owner and the Occupants of the Owner's Lot in and to the Common Property which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

(a) the right of the Association to limit the number of Persons who may use the Community recreational facilities and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by authorized users and their guests and invitees;

(b) the right of the Association to suspend the right of an Owner to use and enjoy the Community recreational facilities for: (i) any period during which any past due assessment against any Unit of the Owner remains unpaid; or (ii) for a reasonable period of time for an infraction of the Declaration, Bylaws or rules and regulations, as more particularly provided herein;

(c) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for constructing, repairing or improving any facilities located or to be located thereon and, upon the affirmative vote of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant, to give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of the Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community (regardless of any contrary provision in this Declaration or in any such Mortgage given by the Association, the exercise of any rights by the holder of such Mortgage in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant or any Owner or the holder of any Mortgage encumbering any Lot or other property located within the Community);

(d) the right of the Association, acting through the Board of Directors and without a vote of the members, to dedicate or grant licenses, permits, easements and rights-of-way over, under and through the Common Property;

(e) the right of the Association to transfer or convey title to all or any portion of the Common Property upon the approval of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant;

(f) all other rights of the Association, Declarant, Owners and Occupants set forth in this Declaration, in any Supplementary Declaration or in any deed conveying Common Property to the Association; and

(g) all encumbrances, including, without limitation, easements, zoning conditions, and other matters shown by the public records affecting title to the Common Property.

9.3 Easements for Utilities. There is hereby reserved to the Declarant and granted to the Association a blanket easement upon, across, above and under all property within the Community for access, ingress, egress, installing, altering, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Declarant or the Association might decide to have installed to serve the Community. Declarant, the Association or their respective designees, as the case may be, may alter drainage and water flow, install, repair, replace and maintain or authorize the installation, repair, replacement and maintenance of such wires, conduits, cables and other equipment related to the providing of any utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board shall have the right to grant such easement. The Board of Directors, without a vote of the Owners, shall have the right, power and authority to grant permits, licenses, utility easements and other easements under, through, or over the Lots, and/or the Common Property, as may be reasonably necessary or desirable for the proper maintenance and ongoing operation of the Community.

9.4 Easement for Emergency Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons and to inspect for the purpose of ensuring compliance with this Declaration, any Supplementary Declaration, Bylaws, rules and regulations of the Association and Architectural Guidelines, which right may be exercised by any member of the Board, the officers, agents, employees, and managers of the Association and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in an emergency situation and in the event an Owner fails or refuses to cure the condition within a reasonable period of time after requested by the Association, but shall not authorize entry into any residential dwelling located on a Lot without the permission of the Owner thereof.

9.5 Easement for Maintenance. Declarant hereby grants to the Association a perpetual easement across the exterior portions of all Lots as may be reasonably necessary for the

maintenance required hereunder. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment of Lots, reasonable steps shall be taken to protect such property and damage shall be repaired by the Association or its contractor(s) at their sole cost and expense.

9.6 Easement for Entry Features and Streetscapes. There is hereby reserved to the Declarant and granted to the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon any portion of a Lot containing such entry features or streetscapes as may be more fully described or identified on the recorded subdivision plat(s) for the Community. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around entry features and streetscapes and the right to grade the land under and around the same.

9.7 Easement for Drainage. There is hereby reserved by the Declarant and granted to the Association an easement upon, across, above and under all storm water drainage easement areas as shown on the recorded subdivision plat(s) for the Community for access, ingress, egress, installing, altering, repairing, replacing, and maintaining the storm water drainage system and related facilities serving the Community or any portion thereof. This easement shall include the right to construct and maintain catch basins, retention ponds, detention ponds, drainage swales, storm sewers, storm drains, sloping banks, cut or fill. In addition, there is hereby reserved to the Declarant and granted to the Association a blanket easement across all Lots for creating and maintaining satisfactory drainage in the Community; provided, however, such easement area shall not include any portion of a Lot within the outer perimeter of the dwelling structure. It is anticipated that increased storm water run-off across downstream Lots will result from the construction of impervious surfaces within or adjacent to the Community. The Declarant, the Association, their respective officers, directors, representative or agents or any builder or Owner constructing according to plans and specifications approved under Article 6 hereof shall not have any liability to any Owner due to the increased flow or increased velocity of surface water resulting from approved construction within the Community.

9.8 Easement During Construction and Sale Period. Notwithstanding any provisions now or hereafter contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, Architectural Guidelines, and amendments or revisions thereto, Declarant reserves an easement across the Community to maintain and carry on, upon such portion of the Community as it may reasonably deem necessary, such facilities and activities as in its sole opinion may be required or convenient for its development, construction and sales activities related to property hereby and hereafter subjected to this Declaration or any other property being developed by Declarant, including, but not limited to: (a) the right to place or authorize the placement of marketing and directional signs on Lots or right-of-ways at street intersections within the Community; (b) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Community, including, without limitation, any Lot; (c) the right to tie into any portion of the Community with streets, driveways, paths, parking areas and walkways; (d) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair

any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (e) the right to grant easements over, under, in or on the Community, including without limitation the Lots, for the benefit of neighboring properties for the purpose of tying into and/or otherwise connecting and using sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community; (f) the right, without the consent of any Person, to subdivide and/or revise and re-record the subdivision plat(s) of the Community, including, without limitation, creating and/or more specifically describing any Lot, changing any Lot or portion of a Lot to Common Property or creating a public or private street over all or any portion of a Lot or other property within the Community; provided, however, the boundary lines of any Lot not owned by Declarant shall not be changed without the written consent of the Owner(s) and Mortgagee(s) of such Lot; (g) the right to construct recreational facilities, utilities and other improvements on Common Property; (h) the right to carry on sales and promotional activities in the Community; and (i) the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Declarant may use residences, offices or other buildings it owns or leases as model residences and sales offices. This Section shall not be amended without the Declarant's written consent until the Declarant's rights have terminated as provided in Section 10.5 hereof.

9.9 Easement for Alleys. Declarant hereby grants, conveys, declares, creates, imposes and establishes a perpetual, non-exclusive right-of-way easement for vehicular and pedestrian access, ingress and egress over and across the Alleys located within the Community. At such time as one or more subdivision plats for the property submitted to this Declaration are recorded in the Walton County, Georgia land records, any reference to the Alleys shall then and thereafter mean a reference to they Alleys as actually constructed and depicted on the recorded subdivision plat. The right-of-way easement herein granted shall permit joint usage of such easement by: (a) the Owners and Occupants; (b) the legal representatives, successors and assigns of the Owners; and (c) invitees and licensees of the Owners and Occupants. Declarant hereby expressly reserves for itself, its successors and assigns, all rights and privileges incident to the ownership of the fee simple estate of any right-of-way easement area which are not inconsistent with the rights and privileges herein granted, including, without limitation, the right to maintain one or more proprietary signs on the easement area and the right to grant additional non-exclusive easements to third parties, over, under and across the easement area. Declarant hereby reserves for the benefit of Declarant and grants to the Association as Common Property, the perpetual nonexclusive right and easement upon, over and across the Alleys for the installation, maintenance, and use of such Alleys, grading for proper drainage of said streets and roads, and related activities and improvements.

## Article 10 General Provisions

10.1 Enforcement. Each Owner and Occupant shall comply strictly with the Bylaws, rules and regulations, use restrictions and Architectural Guidelines, as amended or modified from time to time, and with the covenants, conditions, easements and restrictions set forth in this Declaration, the recorded subdivision plat(s) for the Community and in the deed to such Owner's

Lot, if any. The Declarant or the Association, acting through the Board of Directors, may impose fines or other sanctions for violations of the foregoing in accordance with this Declaration and the Bylaws, which fines shall be collected as provided herein for the collection of assessments; provided, however, only one fine may be imposed for a single violation such that an Owner or Occupant may not be fined by Declarant and the Association for the same violation; and provided, further, the Declarant or the Association, as the case may be, may count each day a violation continues after notice thereof as a separate violation. In the event fines or other sanctions are imposed by Declarant, Declarant shall have any and all rights to collect such fines or sanctions (which fines shall be payable to the Association) and any related charges, including, without limitation, reasonable attorneys' fees actually incurred and costs of collection, in the same manner as provided herein for the collection of assessments by the Association acting through the Board.

Failure to comply with this Declaration, the Bylaws, the use restrictions, rules and regulations or the Architectural Guidelines shall be grounds for an action to recover sums due for damages or injunctive relief or both, including, without limitation, reasonable attorneys' fees actually incurred, maintainable by the Association, Declarant, or an aggrieved Owner. The failure by the Declarant, the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. Declarant or the Association, as the case may be, shall have the right to record in the Walton County, Georgia land records a notice of violation of the Declaration, Bylaws, rules and regulations, use restrictions or Architectural Guidelines and to assess the cost of recording and removing such notice against the Lot of the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

10.2 Occupants Bound. All provisions of the Declaration, Bylaws, rules and regulations, use restrictions and Architectural Guidelines which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants and the guests and invitees of Owners and Occupants. The Owner shall be responsible for insuring that the Occupants, the guests, invitees and licensees of the Owner and Occupant strictly comply with all provisions of the Declaration, Bylaws, rules and regulations, use restrictions and Architectural Guidelines. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not timely paid, the fine may then be levied against the Owner.

10.3 Self-Help. In addition to any other remedies provided for herein, the Association, acting through the Board, the Declarant or their respective duly authorized agents shall have the power to enter upon any Lot or any other portion of the Community to abate or remove any structure, improvement, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, the use restrictions or the Architectural Guidelines. Unless an emergency situation exists, the violating Owner shall be given ten (10) days' written notice of the intent to exercise self-help. Notwithstanding the foregoing, vehicles may be towed after giving any notice required herein or by law. All costs of self-help, including, without limitation, reasonable attorneys' fees actually incurred, shall be assessed against the Lot of the violating Owner as a specific assessment.

10.4 Duration. The covenants, conditions, restrictions and easements contained in this Declaration shall run with and bind the Community, and shall inure to the benefit of and shall be enforceable by the Association, Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent provided by law; provided, however, if and to the extent that Georgia law limits the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, after which time, any such provision(s) shall be: (a) automatically extended for successive periods of twenty (20) years (or the maximum period allowed by applicable law, if less), unless a written instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded within the year immediately preceding the beginning of a twenty (20) year renewal period agreeing to terminate such provisions, in whole or in part, in which case this Declaration shall be terminated to the extent specified therein.

10.5 Termination of Rights of Declarant. The rights of Declarant to take, approve or consent to actions under this Declaration, the Articles of Incorporation and the Bylaws shall cease and be of no further force and effect upon the earlier of: (a) the date that the Declarant no longer owns any property in the Community and no longer owns any additional property that can be annexed to the Community as provided herein and a certificate of occupancy has been issued for the residential dwelling located on each Lot in the Community; or (b) the date of recording by Declarant in the Walton County, Georgia land records of a written instrument terminating all of Declarant's rights hereunder.

10.6 Amendment.

(a) By the Declarant. This Declaration may be amended unilaterally at any time and from time to time by Declarant if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict therewith; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iii) 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 the Lots subject to this Declaration; or (iv) 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 the Lots subject to this Declaration; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use his or her Lot without the consent of the affected Owner.

Further, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use and enjoy his or her Lot hereunder nor shall it adversely affect title to any Lot without the consent of the affected Owner.

(b) By the Board. The Board of Directors, with the written consent of the Declarant, and without a vote of the members may amend this Declaration: (i) to elect to be governed by and thereafter comply with the provisions of the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220 *et seq.*; (ii) to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation or judicial determination which shall be in conflict therewith; (iii) to enable any reputable title insurance company to issue title insurance coverage with respect to the Lots subject to this Declaration; (iv) 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 the Lots subject to this Declaration; or (v) 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 the Lots subject to this Declaration; provided, however, such amendment shall not materially adversely affect the substantive rights of any Owner to use his or her Lot without the consent of the affected Owner.

(c) By the Association. In addition to the above, this Declaration may be amended upon the affirmative vote or written consent or any combination of affirmative vote and written consent of Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant.

Amendments to this Declaration shall become effective upon recordation 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, the sworn statement of the President or any Vice President or the Secretary of the 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, the Bylaws, the Articles of Incorporation and Georgia law were given. The amendments authorized by this Section may be of uniform or non-uniform application and Owners shall be deemed to have agreed that the Declaration may be amended as provided herein and that any rule of law requiring unanimous approval of amendments having a non-uniform application shall not apply.

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

10.8 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 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.

10.9 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.

10.10 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 estate or interest 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 estate or interests shall execute a written statement or instrument affecting such merger and shall duly record the same.

10.11 Preparer. This Declaration was prepared by Rachel E. Conrad, Dorough & Dorough, LLC, Attorneys at Law, 160 Clairemont Avenue, Suite 650, Decatur, Georgia 30030.

10.12 Notices. Except as otherwise specifically provided in such document(s), as the case may be, notices provided for in this Declaration, the Articles or Bylaws shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Declarant and to the Association at the address of their respective registered agent on file with the Secretary of State of the State of Georgia. Any Owner may designate a different address, including an electronic mail address, for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone number(s) where they can be reached. Notices addressed as above shall be mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service, or issued electronically in accordance with Chapter 12 of Title 10 of the Official Code of Georgia Annotated, the "Uniform Electronic Transactions Act". 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 of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

10.13 Indemnification. To the fullest extent allowed by the Georgia Nonprofit Corporation Code, and in accordance therewith, the Association shall indemnify every current and former officer, director and committee member against any and all expenses, including, but not limited to, attorneys' fees, imposed upon or reasonably incurred by any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer, director or committee member may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee

members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

10.14 Notice of Sale or Acquisition. Owners must keep the Association apprised of their name, address and telephone number. Accordingly, prior to the sale of a Lot, an Owner shall provide the Association with written notice of the name of the purchaser and such other information as the Board may reasonably require. Upon acquisition of title to a Lot, each new Owner shall provide the Association with written notice of the name, mailing address and telephone number of the Owner, the names of the Occupants of the Lot, if any, and such other information as the Board may reasonably require. All Owners shall notify the Association of any change in name, address or telephone number.

10.15 Agreements. Subject to the prior approval of Declarant, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board of Directors, shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

10.16 Variances. Notwithstanding anything to the contrary contained herein, the Declarant and the Board of Directors with the consent of Declarant shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Community.

10.17 Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Total Association Vote and the Declarant. This Section shall not apply to: (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided herein; (c) proceedings involving challenges to *ad valorem* taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for goods or services to which the Association is a party. This Section shall not be amended unless such amendment is made unilaterally by the Declarant as provided herein or is approved by the percentage votes necessary to institute proceedings as provided above.

10.18 No Discrimination. No action shall be taken by the Declarant, the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or disability.

10.19 Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE COMMUNITY OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, ARE NOT INSURERS OR PROVIDERS OF SAFETY OR SECURITY AND SHALL HAVE NO DUTY TO PROVIDE ANY SAFETY OR SECURITY ON THE COMMON PROPERTY OR ANY OTHER PORTION OF THE COMMUNITY; AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND THE ARCHITECTURAL REVIEW COMMITTEE, IF ANY, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

10.20 Disclosures. Every Owner, by acceptance of a deed to a Lot, acknowledges that it will be subject to and bound by the terms and conditions of this Declaration, Bylaws, Architectural Guidelines and any rules and regulations adopted pursuant thereto.

Each Owner and Occupant also acknowledges the following:

- (a) that the Community is located adjacent to thoroughfares and may be affected by traffic and noise from time to time, and such thoroughfares may be improved or widened in the future;
- (b) that the views from an Owner's Lot may change over time due to among other things, additional development and the removal or addition of landscaping;
- (c) that no representations are made regarding the zoning of adjacent property or that the category to which adjacent property is zoned may not change in the future;

(d) that no representations are made regarding the schools that currently, or which may in the future, serve the Community;

(e) that because in every development there are conditions that different purchasers may find objectionable, including but not limited to traffic congestion and related noise, each Owner acknowledges that there may be conditions outside of the property that such Owner finds objectionable and that it shall be the sole responsibility of such Owner to become acquainted with neighborhood conditions that could affect the Lot; and

(f) that Declarant may be engaging in construction activities within the Community. Such construction activities may, from time to time, produce certain conditions within or in the vicinity of the Community, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of Persons in the Community. Notwithstanding the foregoing, each Owner agrees that such conditions in the Community resulting from construction activities shall not be deemed a nuisance or discomfort to Owner and shall not cause Declarant and its representatives or agents to be deemed in violation of any provision of this Declaration.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant herein hereby executes this Declaration under seal, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

DECLARANT: **LGI HOMES – GEORGIA, LLC**, a Georgia limited liability company

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

P:\Clients\4274\Charleston Manor\Declaration.Charleston Manor.doc

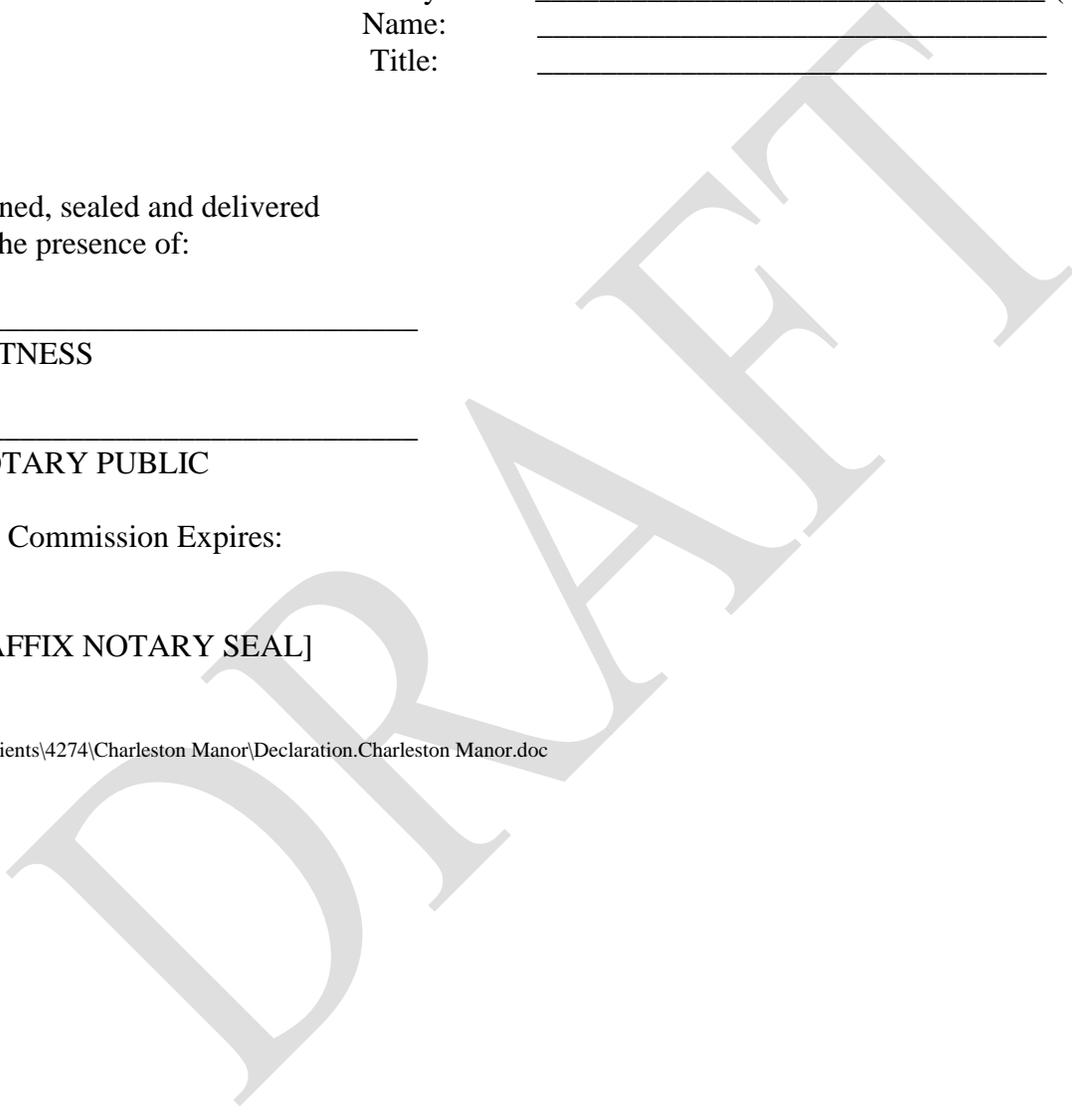


EXHIBIT "A"  
Property Description

[to be attached prior to recording]

DRAFT

EXHIBIT "B"  
Additional Property

ALL THAT TRACT OR PARCEL OF LAND, lying and being in Land Lots 102 and 103 of the 3rd District, Walton County, Georgia.

DRAFT

EXHIBIT "C"  
Bylaws of Charleston Manor Homeowners Association, Inc.

[to be attached prior to recording]

DRAFT



**To:** City Council  
**From:** Patrick Kelley  
**Department:** Planning, Zoning and Code  
**Date:** 12-19-18  
**Description:** Code of ordinance update

---

**Budget Account/Project Name:** NA

**Funding Source:** 2018 NA

**Budget Allocation:** NA

**Budget Available:** NA

**Requested Expense:** \$NA **Company of Purchase:** NA

---

**Recommendation:** approval

**Background:** This update is pursuant to aligning our ordinance with the requirements of the DNR regarding Historic Preservation. Most specifically, the length of terms of appointed members of the Historic Preservation Commission and maintaining Certified Local Government status.

**Attachment(s):**

See below

AN ORDINANCE TO AMEND CHAPTER 54 ARTICLE II SECTION 54-38 OF THE CODE OF ORDINANCES OF THE CITY OF MONROE, GEORGIA, REGARDING THE CITY'S HISTORIC PRESERVATION COMMISSION MEMBERSHIP

THE MAYOR AND THE COUNCIL OF THE CITY OF MONROE  
HEREBY ORDAIN AS FOLLOWS:

**Article I.**

Chapter 54, Article II, Section 54-38 of the Code of Ordinances is hereby amended by removing Section 54-38 and replacing it with the following in lieu thereof:

The historic preservation commission shall consist of five members appointed by the mayor and ratified by the city council who have demonstrated special interests, experience or education in history, architecture or the preservation of historic resources. Members shall serve three-year terms. At the expiration of their term, members shall continue to serve until their successor is duly appointed. All members shall reside within the historic preservation jurisdiction of their respective municipality. The historic preservation jurisdiction is defined as the city limits, not the local historic district. In order to achieve staggered terms, initial appointments shall be: one member for one year; one member for two years; one member for three years; one member for four years; and one member for five years. Members do not receive a salary. One member may be appointed from the city council to serve as an ex-officio nonvoting member. This councilmember may be appointed annually by the mayor.

(Code 1988, § 8-4-13)

**Article II.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Article III.**

This ordinance shall take effect from and after its adoption by the Mayor and Council of the City of Monroe, Georgia.

**FIRST READING on this \_\_\_ day of \_\_\_\_\_, 2019.**

**SECOND READING AND ADOPTED on this the \_\_\_ day of \_\_\_\_\_, 2019**

**CITY OF MONROE, GEORGIA**

**By : \_\_\_\_\_ (SEAL)  
John Howard, Mayor**

**Attest: \_\_\_\_\_ (SEAL)  
Logan Propes, City Administrator**



**To:** Monroe City Council  
**From:** Logan Propes  
**Department:** Administration  
**Date:** 01/08/2019  
**Subject:** Resolution – Open Records Officer

---

**Budget Account/Project Name:** N/A

**Funding Source:** N/A

<b>Budget Allocation:</b>	\$0.00	
<b>Budget Available:</b>	\$0.00	
<b>Requested Expense:</b>	\$0.00	<b>Company of Purchase:</b> N/A

---

**Description:** Staff recommends the Council approve the resolution designating an Open Records Officer and an Alternate Open Records Officer.

**Background:**

The provisions of the Georgia Open Records Act (O.C.G.A. Section 50-18-70, et seq.) allows for the appointment of an Open Records Officer to whom all request for records must be made. The attached Resolution designates the City Administrator as the Open Records Officer, and the City Clerk as the Alternate Open Records Officer to act in the absence of the City Administrator. Upon approval, notification of the designated open records officer will be sent to the media and placed on the City's website.

**Attachment(s):**

Resolution

RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MONROE, GEORGIA  
FOR THE

PURPOSE OF NAMING AN OPEN RECORDS OFFICER, AN ALTERNATE  
OPEN RECORDS OFFICER AND FOR OTHER PURPOSES

WHEREAS, the provisions of the Georgia Open Records Act, the "Act" (O.C.G.A. Section 50-18-70, et seq.), were amended by action of the Georgia Legislature during the 2012 session; and

WHEREAS, one of the changes to the Act allows for the appointment of an Open Records Officer to whom all requests for records must be made; and

WHEREAS, a further change to the Act provides that a municipal corporation may require all requests made under the Act to be made in writing; and

WHEREAS, the Act further provides for notice of such change;

NOW THEREFORE, pursuant to the provisions of the Act, the City Council of the City of Monroe, the governing body of the City of Monroe, does hereby resolve as follows:

- (1) The City Administrator is designated as the Open Records Officer and the City Clerk is designated as the Alternate Open Records Officer to act in the absence of the City Administrator both to act for the City of Monroe, Georgia and all of its related and subsidiary entities as defined in the Act;
- (2) All requests for records made under the Act directed to the City of Monroe shall be made in writing to the Open Records Officer, or in his absence, to the Alternate Records Officer;
- (3) The Open Records Officer is directed to cause all City of Monroe websites to prominently display this designation and requirement;
- (4) The Open Records Officer is directed to notify The Walton Tribune as the county legal organ and any other media regularly covering City of Monroe matters of the content of this resolution;
- (5) The Open Records Officer is directed to notify City of Monroe employees and volunteers that any requests made under the Act shall be directed to the Open Records Officer or in his absence, the Alternate Records Officer; and
- (6) This action shall be effective immediately upon the notifications to the media and the changes to the websites having been made.

BE IT RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
John Howard, Mayor

Attest:

\_\_\_\_\_  
Debbie Kirk, City Clerk



**To:** Monroe City Council  
**From:** Logan Propes  
**Department:** Administration  
**Date:** 01/08/2019  
**Subject:** Approval - Election Qualifying Fees

**Budget Account/Project Name:** N/A

**Funding Source:** N/A

<b>Budget Allocation:</b>	\$0.00	
<b>Budget Available:</b>	\$0.00	
<b>Requested Expense:</b>	\$0.00	<b>Company of Purchase:</b> N/A

**Description:** Request approval of 2019 Election Qualifying Fees per Georgia Code Section §21-2-131.

Georgia Code Section 21-2-131 provides that the governing authority of each municipality shall every year in which there is a general election fix and publish the qualifying fees for the offices that will be up for election.

Further, it appears that the General Election in and for the City of Monroe is scheduled to be held on Tuesday, November 5, 2019.

Then, in that event, the Mayor and Council Members of the City of Monroe have resolved that the qualifying fees in the upcoming General Election shall be set at \$180.00 for the offices of Council Members in Districts 1, 2, 4, 5, and 7.

Qualifying shall begin in the Office of the Walton County Board of Elections on Monday, August 19, 2019, at 8:30 A.M. and shall end on Friday, August 23, 2019, at 4:30 P.M. The office of the Walton County Board of Elections is located at 303 South Hammond Drive, Suite 111 in Monroe.

**Background:**

Qualifying fees for nonpartisan municipal offices are 3% of the previous year's gross salary for the office and are to be set and published no later than February 1 of each year in which there is a regular election.

**Attachment(s):**

Notice – 2019 Election Qualifying Fees

## NOTICE

### STATE OF GEORGIA CITY OF MONROE

Georgia Code Section 21-2-131 provides that the governing authority of each municipality shall every year in which there is a general election fix and publish the qualifying fees for the offices that will be up for election.

Further, it appears that the General Election in and for the City of Monroe is scheduled to be held on Tuesday, November 5, 2019.

Then, in that event, the Mayor and Council Members of the City of Monroe have resolved that the qualifying fees in the upcoming General Election shall be set at \$180.00 for the offices of Council Members in Districts 1, 2, 4, 5, and 7.

Qualifying shall begin in the Office of the Walton County Board of Elections on Monday, August 19, 2019, at 8:30 A.M. and shall end on Friday, August 23, 2019, at 4:30 P.M. The office of the Walton County Board of Elections is located at 303 South Hammond Drive, Suite 111 in Monroe.

This 15th day of January, 2019.

John S. Howard  
Mayor



**To:** City Council  
**From:** Logan Propes  
**Department:** Administration  
**Date:** 01/15/2018  
**Subject:** Resolution Authorizing Execution of Intergovernmental Contract with Monroe URA and City of Monroe for the Agency's bond repayment.

**Budget Account/Project Name:** POLICEDEPT

**Funding Source:** General Fund

**Budget Allocation:** N/A

**Budget Available:** N/A

**Requested Expense:** N/A **Company of Purchase:** N/A

**Description:**

Staff recommends the Council approve the resolution authorizing the execution of an intergovernmental contract between the Urban Redevelopment Agency of the City of Monroe and the City of Monroe relating to the Agency's bonds.

**Background:**

In order to create another major tool for redevelopment in Monroe, and in this case as conduit for financing the Walton Plaza Renovation the Monroe URA has approved 1) a bond resolution authorizing the issuance of revenue bonds up to \$3,600,000 to facilitate the renovation of the new Police Department and Municipal Court Complex, and 2) approved the Intergovernmental Agreement between URA and the City of Monroe concerning the revenue bonds up to \$3,600,000 to facilitate the new Police Department and Municipal Court Complex, and 3) approved the Bond Placement Agreement between the URA and the Placement Agent.

As such, the City of Monroe's final piece to complete the process is to approve the intergovernmental contract with the URA for payback of the revenue bonds. In summary, the terms of the agreement are for repayment of \$3,600,000 over ten years financed at 2.46% interest with JP Morgan Chase Bank.

**Attachment(s):**

Resolution, contract, Term Sheet with Amortization

A RESOLUTION AUTHORIZING, INTER ALIA, THE EXECUTION OF AN INTERGOVERNMENTAL CONTRACT RELATING TO THE ISSUANCE OF AN URBAN REDEVELOPMENT AGENCY OF THE CITY OF MONROE, GEORGIA REVENUE BOND, SERIES 2019

WHEREAS, the City Council of the City of Monroe, Georgia (the “City”) adopted an ordinance on July 8, 2008 (a) finding that “one or more ‘slum areas’ (now known as “pockets of blight”) exist in the City and the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City, (b) determining that a certain area within the City (the “Area”) is a slum area and designating the Area as appropriate for an urban redevelopment project and (c) approving the City’s 2008 Redevelopment Plan (the “Original Plan”), all in accordance with the Urban Redevelopment Law of the State of Georgia (“Act”); and

WHEREAS, the City has determined that it should amend the Original Plan in order to include a description of an urban redevelopment project under consideration by the City (the “Urban Redevelopment Project”), all as more fully set forth in the 2018 Plan Amendment (the “Amendment”); and

WHEREAS, the City Council adopted a resolution on December 11, 2018 approving the Amendment and the Urban Redevelopment Project following the public hearing required by the Act; and

WHEREAS, the City Council adopted a resolution on December 11, 2018 requesting that the Urban Redevelopment Agency of the City of Monroe, Georgia (the “Agency”) exercise the “urban redevelopment project powers” (as defined in the Act); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Agency proposes to issue its revenue bond to be known as the “Urban Redevelopment Agency of the City of Monroe, Georgia Revenue Bond, Series 2019” in the principal amount of \$3,600,000 (the “Bond”) for the purpose of paying a portion of the costs of the Urban Redevelopment Project (the “Project”) and the costs of issuing the Bond; and

WHEREAS, the Bond will be issued pursuant to a resolution adopted by the Agency on January 10, 2019 (the “Resolution”); and

WHEREAS, the Agency and the City propose to enter into an Intergovernmental Contract, dated as of February 1, 2019 (the “Contract”), pursuant to which the Agency will agree to issue the Bond, and the City will agree to pay the Agency amounts sufficient to enable the Agency to pay the debt service on the Bond; and

WHEREAS, the City proposes to enter into a Placement Agent Agreement, dated January 10, 2019 (the “Placement Agreement”) with the Agency and Stifel, Nicolaus & Company, Incorporated.

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL OF THE CITY OF MONROE, GEORGIA, as follows:

Section 1. Authorization Financing of the Project. The financing of the Project as described above is hereby authorized.

Section 2. Authorization of Bond; Acknowledgment of Resolution. The issuance of the Bond by the Agency is hereby authorized to the extent necessary. The City hereby acknowledges receipt of the Resolution.

Section 3. Authorization of the Contract. The execution, delivery and performance of the Contract are hereby authorized. The Contract shall be executed by the Mayor or Vice-Mayor. The City Clerk may attest the same and the seal may be impressed thereon. The Contract shall be in substantially the form attached hereto as Exhibit "A," subject to such changes, insertions and omissions as may be approved by the person executing the same and the City Attorney, and the execution of the Contract shall be conclusive evidence of any such approval. The Contract is by this reference thereto spread upon the minutes.

Section 4. Authorization of Placement Agreement. The execution, delivery and performance of the Placement Agreement are hereby authorized. The Placement Agreement shall be executed by the Mayor or Vice-Mayor. The City Clerk may attest the same and the seal may be impressed thereon. The Placement Agreement shall be in substantially the form attached hereto as Exhibit "B," subject to such changes, insertions and omissions as may be approved by the person executing the same and the City Attorney, and the execution of the Placement Agreement shall be conclusive evidence of any such approval. The Placement Agreement is by this reference thereto spread upon the minutes.

Section 5. Validation of Bond. The Mayor, Vice Mayor and City Clerk of the City are authorized to execute and file an answer and to execute any and all further instruments and pleadings as they might deem necessary to validate the Bond in the Superior Court of Walton County.

Section 6. General Authority. The proper officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things, including, but not limited to making covenants on behalf of the City and to execute all such documents and certificates as may be necessary to carry out the transactions contemplated by this resolution.

Section 7. Actions Approved and Confirmed. All acts and doings of the officers, employees and agents of the City which are in conformity with the purposes and intent of this resolution are hereby authorized and approved.

Section 8. Repealing Clause. Any and all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

Section 9. Effective Date. This resolution shall take effect immediately upon its adoption

ADOPTED this 15th day of January, 2019.

CITY COUNCIL OF CITY OF MONROE, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

EXHIBIT "A"  
INTERGOVERNMENTAL CONTRACT

EXHIBIT "B"  
PLACEMENT AGENT AGREEMENT

## CITY CLERK'S CERTIFICATE

The undersigned Clerk of the City of Monroe, Georgia (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on January 15, 2019 by the City Council of the City of Monroe, Georgia (the "City Council") in a meeting duly called and assembled and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City Council, which is in my custody and control.

GIVEN under my hand and the seal of the City, this 15<sup>th</sup> day of January, 2019.

(SEAL)

---

Clerk

URBAN REDEVELOPMENT AGENCY OF THE CITY OF MONROE, GEORGIA

AND

CITY OF MONROE, GEORGIA

INTERGOVERNMENTAL CONTRACT

Dated as of February 1, 2019

The rights and interest of Urban Redevelopment Agency of the City of Monroe, Georgia in this Intergovernmental Contract (except for certain Unassigned Rights) have been pledged under the Resolution to the holder from time to time of the Bond.

This document was prepared by:  
Murray Barnes Finister LLP  
Building 5, Suite 515  
3525 Piedmont Road NE  
Atlanta, GA 30305  
(678) 999-0350

INTERGOVERNMENTAL CONTRACT

TABLE OF CONTENTS

(This Table of Contents is not a part of the Intergovernmental Contract and is only for convenience of reference.)

ARTICLE I. DEFINITIONS .....3

ARTICLE II. REPRESENTATIONS .....4

    Section 2.1. Representations of Agency. ....4

    Section 2.2. Representations of the City. ....5

ARTICLE III. ISSUANCE OF THE BOND; COMPLETION OF PROJECT .....7

    Section 3.1. Agreement to Issue the Bond; Application of Bond Proceeds. ....7

    Section 3.2. Completion of Project. ....7

ARTICLE IV. EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM;  
CONTRACT PAYMENT PROVISIONS .....8

    Section 4.1. Effective Date of this Contract; Duration of Term. ....8

    Section 4.2. Contract Payments. ....8

    Section 4.3. Obligations of City Hereunder Absolute and Unconditional. ....8

    Section 4.4. Budget and Tax Levy to Pay Contract Payments. ....9

    Section 4.5. Enforcement of Obligations. ....10

ARTICLE V. SPECIAL COVENANTS .....11

    Section 5.1. Further Assurances and Corrective Instruments. ....11

    Section 5.2. Agency and City Representatives. ....11

    Section 5.3. City’s Obligations in the Resolution. ....11

    Section 5.4. Financial Statements and Other Notices. ....11

    Section 5.5. Ownership and Operation of the Project. ....11

    Section 5.6. Tax Covenants. ....12

    Section 5.7. Release and Indemnification Covenants. ....12

ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES .....13

    Section 6.1. Events of Default Defined. ....13

    Section 6.2. Remedies on Default. ....13

    Section 6.3. No Remedy Exclusive. ....13

    Section 6.4. Agreement To Pay Attorneys’ Fees and Expenses. ....14

    Section 6.5. No Additional Waiver Implied by One Waiver. ....14

ARTICLE VII. MISCELLANEOUS .....15

    Section 7.1. Notices. ....15

    Section 7.2. Binding Effect; Third Party Beneficiary. ....15

    Section 7.3. Severability. ....15

Section 7.4. Amounts Remaining in Funds. ....15  
Section 7.5. Amendments, Changes and Modifications. ....15  
Section 7.6. Execution in Counterparts.....15  
Section 7.7. Applicable Law.....15  
Section 7.8. Captions. ....15  
Section 7.9. No Personal Recourse. ....16

THIS INTERGOVERNMENTAL CONTRACT is entered into as of February 1, 2019 (this “Contract”), between the URBAN REDEVELOPMENT AGENCY OF THE CITY OF MONROE, GEORGIA (the “Agency”), and the CITY OF MONROE, GEORGIA (the “City”).

W I T N E S S E T H:

WHEREAS, the City Council adopted an ordinance on July 8, 2008 (a) finding that “one or more ‘slum areas’ (now known as “pockets of blight”) exist in the City and the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City”, (b) determining that a certain area within the City (the “Area”) is a slum area and designating the Area as appropriate for an urban redevelopment project and (c) approving the City’s 2008 Redevelopment Plan (the “Original Plan”), all in accordance with the Urban Redevelopment Law of the State of Georgia (“Act”); and

WHEREAS, the City determined that it should amend the Original Plan in order to include a description of an urban redevelopment project under consideration by the City (the “Urban Redevelopment Project”), all as more fully set forth in the 2018 Plan Amendment (the “Amendment”); and

WHEREAS, the City Council adopted a resolution on December 11, 2018 approving the Amendment and the Urban Redevelopment Project following the public hearing required by the Act; and

WHEREAS, the City Council adopted a resolution on December 11, 2018 requesting that the Agency exercise the “urban redevelopment project powers” (as defined in the Act); and

WHEREAS, pursuant to the Act, the Agency has the power to (a) undertake and carry out urban redevelopment projects within its area of operation, (b) make and execute contracts and other instruments necessary or convenient to the exercise of its powers under the Act and (c) issue revenue bonds to finance the undertaking of any urban redevelopment project; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Agency proposes to issue its revenue bond to be known as the “Urban Redevelopment Agency of the City of Monroe, Georgia Revenue Bond, Series 2019” in the principal amount of \$3,600,000 (the “Bond”) for the purpose of paying the costs of a portion of the Urban Redevelopment Project and the costs of issuing the Bond; and

WHEREAS, the Agency and the City propose to enter into this Contract pursuant to which the Agency will agree to issue the Bond, and the City will agree to pay to the Agency amounts sufficient to pay the debt service on the Bond.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agency and the City, hereto agree as follows:

## **ARTICLE I.**

### **DEFINITIONS**

All capitalized, undefined terms used in this Contract shall have meanings ascribed to them in the Resolution. The following words and phrases shall have the following meanings:

“Contract Payments” means the payments due pursuant to Section 4.2 of this Contract.

“Default” and “Event of Default” mean with respect to any Default or Event of Default under this Contract any occurrence or event specified and defined by Section 6.1 hereof.

“Resolution” means the resolution of the Agency adopted on January 10, 2019 pursuant to which the Bond is authorized to be issued, including any resolution supplemental thereto.

“State” means the State of Georgia.

## ARTICLE II.

### REPRESENTATIONS

#### Section 2.1. Representations of Agency.

The Agency represents as follows:

(a) The Agency is a body corporate and politic duly created and validly existing under the Constitution and laws of the State. The Agency is authorized and has the power to (i) adopt the Resolution and perform its obligations thereunder, (ii) issue, execute, deliver and perform its obligations under the Bond and (iii) execute, deliver and perform its obligations under this Contract (collectively, the “Agency Transactions”).

(b) The Agency has duly authorized the Agency Transactions. The Resolution has been duly adopted and constitutes a valid, binding and enforceable obligation of the Agency. The Resolution creates a lien on the Pledged Security. The Agency has not created any other lien on the Pledged Security.

(c) The Bond has been duly executed by the Agency and is a valid, binding and enforceable limited obligation of the Agency. This Contract has been duly executed by the Agency and is a valid, binding and enforceable obligation of the Agency.

(d) All licenses, consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Agency in connection with the Agency Transactions have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable federal or state securities laws.

(e) The Agency Transactions do not and will not conflict with or constitute on the part of the Agency a violation of, breach of or default under any (i) indenture, mortgage, lease, resolution, or other agreement or instrument to which the Agency is a party or by which the Agency or its property is bound (a “Contractual Requirement”) or (iii) any constitutional provision, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Agency or its properties (a “Legal Requirement”).

(f) The Agency is not in violation of, breach of or default under any Contractual Requirement or Legal Requirement which violation, breach or default would adversely affect the Agency Transactions. No event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a violation, breach or default.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Agency, threatened against or affecting the Agency (or, to the knowledge of the Agency, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Agency from issuing the Bond, (ii) contesting or questioning the existence of

the Agency or the titles of the present officers of the Agency to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of the Resolution, the Bond or this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the Agency or (2) the Agency Transactions.

The Agency makes no representation as to the (a) condition or workmanship of the Project, (b) suitability of the Project for the City's purposes or (c) the financial condition of the City. Furthermore, the Agency makes no representation that the proceeds of the Bond will be sufficient to pay the costs of the Project and the costs of issuing the Bond.

## **Section 2.2. Representations of the City.**

The City represents as follows:

(a) The City is a municipal corporation duly created and validly existing under the Constitution and laws of the State. The City is authorized and has the power and all licenses and permits to (i) acquire, construct, equip, own and operate the Project and (ii) execute, deliver and perform its obligations under this Contract (collectively, the "City Transactions").

(b) The City has duly authorized the City Transactions.

(c) This Contract has been duly executed by the City and is a valid, binding and enforceable obligation of the City.

(d) All licenses, consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the City in connection with the City Transactions have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable federal or state securities laws.

(e) The City Transactions do not and will not conflict with or constitute on the part of the City a violation of, breach of or default under any (i) indenture, mortgage, lease, resolution, or other agreement or instrument to which the City is a party or by which the City or its property is bound (a "Contractual Requirement") or (iii) any constitutional provision, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or its properties (a "Legal Requirement").

(f) The City is not in violation of, breach of or default under any Contractual Requirement or Legal Requirement which violation, breach or default would adversely affect the City Transactions. No event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a violation, breach or default.

(g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract, or (B) materially adversely affect (1) the financial condition or results of operations of the City or (2) the City Transactions.

### **ARTICLE III.**

#### **ISSUANCE OF THE BOND; COMPLETION OF PROJECT**

##### **Section 3.1. Agreement to Issue the Bond; Application of Bond Proceeds.**

The Agency agrees that it will issue the Bond. The proceeds from the sale of the Bond shall be applied as provided in the Resolution, and the City hereby approves the issuance of the Bond. The Agency shall deliver a certified copy of the Resolution to the City promptly upon the adoption thereof.

##### **Section 3.2. Completion of Project.**

The City shall take all actions necessary or desirable to complete the Project.

**ARTICLE IV.**

**EFFECTIVE DATE OF THIS CONTRACT;  
DURATION OF TERM; CONTRACT PAYMENT PROVISIONS**

**Section 4.1. Effective Date of this Contract; Duration of Term.**

This Contract shall remain in full force and effect from the date of its execution and delivery to and including the later of (a) November 1, 2028 or (b) the date the Bond and the fees and expenses of the Agency, the custodians, the Paying Agent, the Bond Registrar and the Authenticating Agent shall have been fully paid or provision made for such payment, whichever is later, but in no event later than 50 years from the date hereof.

**Section 4.2. Contract Payments.**

(a) The City agrees to pay to the Agency (or its assignee or designee) amounts sufficient to enable the Agency to pay all amounts due and owing under the Bond, including, but not limited to, the principal of and interest on the Bond. The Agency has assigned the Contract Payments to the owner of the Bond, and the City consents to such assignment. The Agency hereby directs the City to make the Contract Payments directly to the Sinking Fund Custodian unless the Agency, the City and the owner of the Bond shall provide otherwise pursuant to Section 208 of the Resolution.

(b) The City also agrees to pay the reasonable fees and expenses of all custodians and depositories, the Paying Agent, Bond Registrar and Authenticating Agent and of their successors and assigns as provided by Section 702 of the Resolution, such reasonable fees and expenses to be paid directly to the party to whom the payment is due when such reasonable fees and expenses become due and payable

(c) In the event the City should fail to make any of the Contract Payments required in this Section 4.2, the item or installment so in Default shall continue as an obligation of the City until the amount in Default shall have been fully paid, and the City agrees to pay the same with interest thereon at the rate borne by the Bond, to the extent permitted by law, from the date thereof.

**Section 4.3. Obligations of City Hereunder Absolute and Unconditional.**

The obligations of the City to make the Contract Payments required in Section 4.2 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of set off, recoupment, or counterclaim it may otherwise have against the Agency. Until such time as all amounts owing hereunder have been paid or provision for the payment thereof shall have been made in accordance with the Resolution and hereof, the City (a) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Contract Payments provided for herein, (b) will perform and observe all of its other agreements contained in this Contract, and (c) will not terminate the Term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the

foregoing, failure of title in and to the Project or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or the use of all or any part of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that the Bond is unenforceable or invalid, the invalidity of any provision of this Contract, or any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract, or the Resolution. Nothing contained in this Section shall be construed to release the Agency from the performance of any of the agreements on its part contained herein or in the Resolution; and if the Agency should fail to perform any such agreement, the City may institute such action against the Agency as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Contract and to make the Contract Payments specified herein. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Agency hereby agrees to cooperate to the extent required.

**Section 4.4. Budget and Tax Levy to Pay Contract Payments.**

(a) The obligations of the City to make the Contract Payments when due under Section 4.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional general obligations of the City as herein provided, and the City hereby pledges its full faith and credit and taxing power to such payment and performance. In the event the amount of funds lawfully available to the City is not sufficient to pay the Contract Payments when due in any year, the City shall levy an ad valorem tax on all taxable property located within the limits of the City subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City’s obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the Contract Payments as provided herein.

(b) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Contract Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the Contract Payments shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are

hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the City shall make such Contract Payments to the Sinking Fund Custodian for deposit to the Sinking Fund or to the holder of the Bond if a Sinking Fund is not being maintained if for any reason the payment of such obligations shall not otherwise have been made.

#### **Section 4.5. Enforcement of Obligations.**

The obligation of the City to make Contract Payments under this Article may be enforced by (a) the Agency, (b) the owner of the Bond, independently of the Agency, or (c) such receiver or receivers as may be appointed pursuant to the Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Agency and the City that no other remedy at law is adequate to protect the interests of the parties hereto or the interests of the owner of the Bond.

## ARTICLE V.

### SPECIAL COVENANTS

#### **Section 5.1. Further Assurances and Corrective Instruments.**

The Agency and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.

#### **Section 5.2. Agency and City Representatives.**

Whenever under the provisions of this Contract or the Resolution the approval of the Agency or the City is required or the Agency or the City is required to take some action at the request of the other, such approval or such request shall be given for the Agency by its designated representative and for the City by its designated representative.

#### **Section 5.3. City's Obligations in the Resolution.**

The City agrees to perform all of its obligations (if any) under, and to comply with all of the terms of, the Resolution.

#### **Section 5.4. Financial Statements and Other Notices.**

During the term of this Contract, the City shall provide the registered owner of the Bond annually, within two hundred seventy (270) days after the end of each fiscal year (either by delivering in written or electronic form or by posting on the City's website), its basic financial statements for each fiscal year. Such basic financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants. In addition, the City shall provide, to the extent not otherwise disclosed in a Comprehensive Annual Financial Report or a Continuing Disclosure filing with Electronic Municipal Market Access (EMMA) website, in the same manner and upon the same timeframe as the basic financial statements, the following: (1) Five-year historical Taxable Valuation of the City's tax base, (2) Ad Valorem tax collection rate, (3) Listing of the top ten taxpayers, and (4) Statement of Direct and Overlapping Debt. The foregoing additional information may be included in the basic financial statements referenced above. The City shall also provide the registered owner of the Bond with such other data and information as from time to time may be reasonably requested by the registered owner of the Bond.

#### **Section 5.5. Ownership and Operation of the Project.**

The City shall own and operate the Project and shall pay all costs of operating the Project, including, without limitation, salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Project, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any

incidental expenses and such other charges as may properly be made for the purpose of operating the Project in accordance with sound business practice.

#### **Section 5.6. Tax Covenants.**

The Agency and the City shall take all actions required to maintain the tax-exempt status of the Bond and shall refrain from taking any actions that will adversely affect the tax-exempt status of the Bond. The City shall comply with any and all of its policies related to the issuance of tax-exempt debt.

#### **Section 5.7. Release and Indemnification Covenants.**

(a) To the extent permitted by law, the City hereby agrees to release the Agency from and to indemnify the Agency for any and all liabilities and claims against the Agency arising from the issuance of the Bond and the acquisition, construction, ownership and operation of the Project, including without limitation, (i) any condition of the Project, (ii) any breach or Default on the part of the City in the performance of any of its obligations under this Contract, (iii) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees, or (iv) any act or negligence of any assignee or lessee of the City, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the City or (v) any material statement or omission by the City in connection with the sale of the Bond. Upon notice from the Agency, the City shall defend the Agency in any such action or proceeding. Notwithstanding the foregoing, the City shall not be required to indemnify the Agency for its gross negligence or willful misconduct.

(b) The Agency shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Agency unless the employment of such counsel has been specifically authorized by the City.

(d) For purposes of this Section 5.7, all references to the Agency shall include its present and future directors, officers, members, agent and employees.

(e) The provisions of this Section 5.7 shall survive the termination of this Contract.

## ARTICLE VI.

### EVENTS OF DEFAULT AND REMEDIES

#### **Section 6.1. Events of Default Defined.**

The following shall be “Events of Default” under this Contract and the terms “Event of Default” and “Default” shall mean, whenever they are used in this Contract, any one or more of the following events:

- (a) Failure by the City to make the payments required to be paid under Section 4.2 hereof.
- (b) Failure by the City or the Agency to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) of this Section 6.1, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the defaulting party by the nondefaulting party, unless the nondefaulting party shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the defaulting party within the applicable period and is being diligently pursued until the Default is corrected.
- (c) Any representation or warranty made in this Contract shall be found untrue.
- (d) The occurrence of an Event of Default under the Resolution.

#### **Section 6.2. Remedies on Default.**

Whenever any Event of Default referred to in Section 6.1 hereof shall have happened and be continuing, the nondefaulting party or the owner of the Bond may proceed to protect and enforce its rights hereunder by (a) a suit, action or special proceeding for the specific performance of any covenant or agreement contained herein or (b) any proper legal or equitable remedy as the nondefaulting party or the owner of the Bond shall deem most effectual to protect and enforce rights hereunder; provided, however, neither the nondefaulting party nor the owner of the Bond shall not have the right to accelerate the payments required under Section 4.2 hereof.

#### **Section 6.3. No Remedy Exclusive.**

No remedy herein conferred or conferred in the Resolution is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or the Resolution or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as

may be deemed expedient. In order to exercise any remedy, it shall not be necessary to give any notice, other than such notice as may be expressly required in this Article.

**Section 6.4. Agreement To Pay Attorneys' Fees and Expenses.**

In the event the City should Default under any of the provisions of this Contract and the Agency or the owner of the Bond should employ attorneys or incur other expenses for the collection of payments or the enforcement of performance or observance of any obligation or agreement on the part of the City herein contained, the City agrees that it will on demand therefor pay to the Agency or the owner of the Bond the reasonable fee of such attorneys and such other reasonable expenses so incurred by the Agency or the owner of the Bond.

**Section 6.5. No Additional Waiver Implied by One Waiver.**

In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE VII.

### MISCELLANEOUS

#### **Section 7.1. Notices.**

All notices, certificates or other communications hereunder shall be given by hand delivery, overnight mail or registered mail, postage prepaid.

#### **Section 7.2. Binding Effect; Third Party Beneficiary.**

This Contract shall inure to the benefit of and shall be binding upon the Agency and the City and their successors and assigns. The owner of the Bond shall be a third-party beneficiary hereof. No other party is a beneficiary of this Contract.

#### **Section 7.3. Severability.**

In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

#### **Section 7.4. Amounts Remaining in Funds.**

Any amounts remaining in any funds created under the Resolution upon expiration or earlier termination of the Contract, as provided in this Contract, after payment in full of the Bond (or provision for payment thereof having been made in accordance with the provisions of the Resolution) and all other amounts owing hereunder, shall belong to and be paid to the City.

#### **Section 7.5. Amendments, Changes and Modifications.**

This Contract may not be effectively amended, changed, modified, altered or terminated except as provided in the Resolution.

#### **Section 7.6. Execution in Counterparts.**

This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### **Section 7.7. Applicable Law.**

This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

#### **Section 7.8. Captions.**

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Contract.

**Section 7.9. No Personal Recourse.**

No personal recourse shall be had for any claim based on this Contract against any member, officer or employee of the Agency or the City in his or her individual capacity.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in their corporate names by duly authorized officers and have caused their seals to be impressed hereon, all as of the date first above written.

URBAN REDEVELOPMENT AGENCY OF THE  
CITY OF MONROE, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Chairman

Attest:

By: \_\_\_\_\_  
Secretary

CITY OF MONROE, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_  
Clerk



January 4, 2019

Andrew Tritt, Managing Director  
Stifel

*RE: Private Placement for City of Monroe (Georgia) Urban Development Agency \$3,600,000 Revenue Bond, Series 2019 (the "Bond" of the "Series 2019 Bond").*

JPMorgan Chase Bank, NA (the "Bank") is pleased to submit this proposal for financing to the City of Monroe (Georgia) Urban Development Agency (the "City" or "Agency"). This proposal is presented in the form of a binding "Term Sheet", subject to final negotiation and acceptance of all terms, conditions and documentation for the transaction. This proposal does not signify a binding commitment by Bank to extend credit or purchase the Bonds unless and until this proposal is signed by the City.

**FORM OF BONDS:**

The Bank will require the Bond to have mandatory sinking fund maturities. The Bank shall not require the Bond to be rated by any rating agency. The Bond shall not be initially registered to participate in DTC and will not be in book-entry form, shall not contain a CUSIP number and shall not be marketed during any period in which the Bond is held by the Bank pursuant to any Official Statement, Offering Memorandum or any other disclosure documentation.

**QUALIFICATION:**

The Bond will be designated as a "bank qualified" tax-exempt obligation under the Code Section 265(b) as amended.

**LEGAL OPINION:**

Purchase of the Bonds will be subject to the opinion of Murray Barnes Finister LLP, Bond Counsel, to the effect that under existing laws and assuming continuous compliance by the City with certain covenants designed to meet the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Bond will be excluded from gross income of the owners for Federal income tax purposes and also exempt from Georgia income taxes. Purchase of the Bond will also be subject to a satisfactory opinion of the City's and the Agency's Counsel that the respective obligations of the City and the Agency under the Contract (defined below) between the City and the Agency are legal, valid, binding and enforceable against the City and the Agency. Bond counsel approving opinion must be addressed to the Bank or permit reliance by the Bank.

**PAYING AGENT / REGISTRAR:**

The Bank will not serve as Paying Agent or as Registrar of the Bond.

**USE OF PROCEEDS:**

The City intends to use proceeds of the Bond to finance (i) the renovation of an existing building owned by the City to house its police department headquarters and the City of Monroe Municipal Court (the "Project"); (ii) the costs of issuing the Bond.

**PRINCIPAL AMOUNTS:** \$3,600,000

**REPAYMENT TERMS:** Thirty-three (33) consecutive and unequal quarterly principal payments on February 1, May 1, August 1, and November 1, commencing November 1, 2020 and according to the preliminary principal amortization schedule included in the Request for Offers; plus quarterly payments of interest on February 1, May 1, August 1, and November 1, commencing May 1, 2019.

**INTEREST RATE:** *The interest rate will be fixed upon receipt of signed acceptance no later than 4:00pm January 4, 2019.* Interest will be calculated on a 30/360 basis.

**Option A:** 2.46%, fixed rate, bank qualified tax-exempt, no optional redemption

**Option B:** 2.71%, fixed rate, bank qualified tax-exempt, with optional redemption on or after February 1, 2021, at par plus accrued interest.

**Option C:** 2.66%, fixed rate, bank qualified tax-exempt, with optional redemption on or after February 1, 2022, at par plus accrued interest.

**SECURITY:** The Series 2019 Bond is a special limited obligation of the Agency payable solely from Contract Payments, which include amounts paid to the Agency pursuant to an Intergovernmental Agreement (the "Contract"), between the Agency and the City. Under the Contract, the City agrees to pay the Agency (or its assignee or designee) amounts sufficient to enable the Agency to pay all amounts due and owing under the Series 2019 Bond. The obligations of the City to make the Contract Payments when due, and to perform its other obligations under the Contract, are absolute and unconditional general obligations of the City, and the City will pledge its full faith and credit and taxing power to pay such payment and performance.

**FINANCIAL REPORTING:** The City will be required to provide Bank with audited annual financial statements, and prepared by an independent Certified Public Accountant, within 270 days of the close of its fiscal year.

**ADDITIONAL REPORTING:**

The City shall provide the Bank, within 270 days after the close of each fiscal year, if not otherwise then disclosed by a Comprehensive Annual Financial Report or a Continuing Disclosure filing with EMMA (MSRB) the following information relating to the City:

- Five year historical Taxable Valuations of the City's tax base,
- Ad Valorem tax collection rate,
- Listing of the top ten taxpayers, and
- Statement of Direct and Overlapping Debt

**DOCUMENTATION:**

Documentation shall be prepared by Bond Counsel, which firm represents the City at the City's expense. This Term Sheet is subject to approval of the documentation by the Bank and its independent Bank counsel, Butler Snow LLP, in Bank's reasonable discretion, including, but not limited to, the form of Bond resolution and form of Bonds.

**BANK COUNSEL FEES:**

Independent Bank counsel fees not expected to exceed \$6,750.00 and will be paid by the Agency as a cost of issuance.

**MUNICIPAL ADVISOR DISCLAIMER:**

The Agency and the City acknowledge and agree that (i) the transaction contemplated herein is an arm's length commercial transaction between the Issuer and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the City, (iii) the Bank and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the City on other matters), (v) the Bank and its affiliates have financial and other interests that differ from those of the City, and (vi) the City has consulted with its own financial, legal, accounting, tax and other

advisors, as applicable, to the extent it deemed appropriate.

**WEBSITE DISCLOSURE:**

Final bond documentation may be posted by the City on a national public bond market repository provided that certain information is redacted by the City as directed by the Bank. Items that should be redacted include, signatures/names, account numbers, wire transfer and payment instructions and any other data that could be construed as sensitive information.

**ADDITIONAL PROVISIONS:**

The Agency will acknowledge in a closing certificate, or other appropriate document, that (i) the Bond is in writing and (ii) the resolution or ordinance that approved the Agency's issuing the Bond has been entered into the meeting minutes of the Agency's governing body.

This Term Sheet must be accepted on or before January 4, 2019, by 4:00 PM EST, with closing to occur on February 12, 2019. If acceptance or funding has not occurred by the respective dates, the Bank may, at its option and in its sole discretion, terminate the Term Sheet and/or the Interest Rate may be adjusted.

Any change (whether material or not) in the amount or weighted average life or a material change in the financial condition or prospects of the Agency or of the City may constitute a re-pricing event and Bank may, at its option and in its sole discretion, terminate this Term Sheet and/or the Interest Rate may be adjusted.

We appreciate your interest in us and look forward to your favorable response. Should you have any questions regarding this proposal, please contact me at (404) 926-2537 or via email at [chad.e.moten@jpmorgan.com](mailto:chad.e.moten@jpmorgan.com)

Sincerely,

**JPMORGAN CHASE BANK, NA**



By: \_\_\_\_\_  
 Chad E Moten, Vice President  
 Government and Not-for-Profit  
 3424 Peachtree Road  
 Atlanta GA 30326-1118

Cc [blake.sharpton@butlersnow.com](mailto:blake.sharpton@butlersnow.com)



Bond Debt Service  
Urban Redevelopment Agency of the City of Monroe, Georgia  
Revenue Bond, Series 2019

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
5/1/2019			19,434.00	19,434.00	
8/1/2019			22,140.00	22,140.00	
11/1/2019			22,140.00	22,140.00	63,714.00
2/1/2020			22,140.00	22,140.00	
5/1/2020			22,140.00	22,140.00	
8/1/2020			22,140.00	22,140.00	
11/1/2020	98,700	2.460%	22,140.00	120,840.00	187,260.00
2/1/2021	99,300	2.460%	21,533.00	120,833.00	
5/1/2021	99,900	2.460%	20,922.30	120,822.30	
8/1/2021	100,600	2.460%	20,307.92	120,907.92	
11/1/2021	101,200	2.460%	19,689.23	120,889.23	483,452.45
2/1/2022	101,800	2.460%	19,066.85	120,866.85	
5/1/2022	102,400	2.460%	18,440.78	120,840.78	
8/1/2022	103,100	2.460%	17,811.02	120,911.02	
11/1/2022	103,700	2.460%	17,176.95	120,876.95	483,495.60
2/1/2023	104,300	2.460%	16,539.20	120,839.20	
5/1/2023	105,000	2.460%	15,897.75	120,897.75	
8/1/2023	105,600	2.460%	15,252.00	120,852.00	
11/1/2023	106,300	2.460%	14,602.56	120,902.56	483,491.51
2/1/2024	106,900	2.460%	13,948.82	120,848.82	
5/1/2024	107,600	2.460%	13,291.38	120,891.38	
8/1/2024	108,200	2.460%	12,629.64	120,829.64	
11/1/2024	108,900	2.460%	11,964.21	120,864.21	483,434.05
2/1/2025	109,600	2.460%	11,294.48	120,894.48	
5/1/2025	110,300	2.460%	10,620.44	120,920.44	
8/1/2025	110,900	2.460%	9,942.09	120,842.09	
11/1/2025	111,600	2.460%	9,260.06	120,860.06	483,517.07
2/1/2026	112,300	2.460%	8,573.72	120,873.72	
5/1/2026	113,000	2.460%	7,883.07	120,883.07	
8/1/2026	113,700	2.460%	7,188.12	120,888.12	
11/1/2026	114,400	2.460%	6,488.87	120,888.87	483,533.78
2/1/2027	115,100	2.460%	5,785.31	120,885.31	
5/1/2027	115,800	2.460%	5,077.44	120,877.44	
8/1/2027	116,500	2.460%	4,365.27	120,865.27	
11/1/2027	117,200	2.460%	3,648.80	120,848.80	483,476.82
2/1/2028	117,900	2.460%	2,928.02	120,828.02	
5/1/2028	118,700	2.460%	2,202.93	120,902.93	
8/1/2028	119,400	2.460%	1,472.93	120,872.93	
11/1/2028	120,100	2.460%	738.62	120,838.62	483,442.50
	3,600,000		518,817.78	4,118,817.78	4,118,817.78



**To:** City Council  
**From:** Logan Propes  
**Department:** Administration  
**Date:** 01/15/2018  
**Subject:** Downtown Green Pre-remediation Environmental Sampling

**Budget Account/Project Name:** Towngreen 520-515-01510-00541-541303

**Funding Source:** Utility Fund/ General Fund

<b>Budget Allocation:</b>	N/A	
<b>Budget Available:</b>	N/A	
<b>Requested Expense:</b>	\$11,500.00	<b>Company of Purchase:</b> ERS

**Description:** Staff recommends the Council approve the pre-remediation environmental sampling by ERS in the amount of \$11,500.00.

**Background:** As follow-up to the initial brownfield sampling work and filing of the brownfield program pre-LOL letters (that give legal protections to the current property owners) the Georgia EPD is requiring further sampling of three locations to determine the quantities of materials to be remediated on the Downtown Green/Cotton Gin site. After this is performed and approved from EPD, the city will then be able to have the soils remediated and then work can then commence on the property to make it a useable greenspace for the public.

Funding for this piece will come from the Utility Fund but the total project cost borne by the Utility Fund will later be reimbursed by the General Fund upon completion. Later stages of the Downtown Green process will be from SPLOST 2019 proceeds when they become available.

To date, including payments to EPD for the filings, the city has spent \$50,001 on sampling and EPD reporting. The purchase of the property was \$750,000 but the cotton gin was sold for \$475,000 so a total net property acquisition cost of \$282,714.11 (includes prorated taxes paid).

**Attachment(s):** ERS Agreement

**ENVIRORISK CONSULTANTS, INC.**  
**GENERAL TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Envirorisk Consultants, Inc. (Envirorisk) shall perform the services defined in this contract and shall invoice the Client for those services shown on the attached Proposal Acceptance Agreement (attached hereto and incorporated herein as if copied verbatim). Any estimate of cost to the Client as stated in this contract shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). Envirorisk may provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the listed standard rates. The prices shown will be valid for thirty (30) days unless otherwise stated in the proposal.

**2. RIGHT OF ENTRY**

The Client will provide for right of entry of Envirorisk personnel and all necessary equipment to the project site or sites, in order to complete the work.

**3. INVOICES**

Envirorisk will submit one or more invoices for immediate payment totaling **\$11,500.00** upon completion of work (see attached proposal for work description). Interest charges will start to accrue fifteen (15) days from invoice date. Client agrees to pay an interest charge of one- and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay Envirorisk for its services in accordance with this agreement.

**4. OWNERSHIP OF DOCUMENTS**

The results of Envirorisk's services under this agreement shall be the exclusive property of Client, and all documents (including, without limitation, all writings, drawings, blueprints, picture, recordings, and all copies or reproductions thereof) that describe or relate to the services performed or to be performed pursuant to this agreement or the results thereof, including, without limitation, all notes, data, reports or other information received or generated in the performance of this agreement, shall be the exclusive property of Client and shall be delivered to Client upon request, (except for one copy, which may be retained by Envirorisk for its files). No articles, papers, treatises, or presentations pursuant to this agreement shall be presented or submitted for publication without the prior written consent of Client. Client agrees that all reports and other work furnished to Client or his agents which are not paid for will be returned upon demand and will not be used by Client for any purpose whatsoever.

**5. DISPUTES**

All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association. Should mediation not successfully resolve the dispute, the dispute shall be brought in the Superior Court of Walton County. The parties irrevocably submit to the jurisdiction of said court and waive any defenses relating to personal jurisdiction or venue. This Agreement shall be interpreted under the laws of the state of Georgia.

**6. STANDARD OF CARE**

Service performed by Envirorisk under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

**7. LIMITATION OF LIABILITY**

For any damage caused by negligence, including errors, omissions, or other acts; or for any damages based in contract; or for any other cause of action, Envirorisk's liability under this Agreement, including that of its employees, agents, directors, officers, and subcontractors, shall not exceed the total cost shown on the proposal. In no event shall Envirorisk be liable to Client for consequential damages, including, but not limited to, lost profits.

**ENVIRORISK CONSULTANTS, INC.**  
**GENERAL TERMS AND CONDITIONS**

**8. TERMINATION**

Client reserves the right to terminate the project at any time upon ten (10) days written notice. If termination is for convenience, Client shall reimburse Envirorisk for services performed to the termination notice date plus reasonable expenses of termination. The expenses of termination shall include all direct costs of Envirorisk and reasonable expenses to demobilize. Either party may terminate this agreement upon ten (ten) days written notice in the event of substantial failure by the other party to form in accordance with the terms herein. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. If this agreement is terminated due to Envirorisk's failure to perform, Client shall pay Envirorisk for services performed to the termination notice date; provided that any disputed work performed, or services rendered by Envirorisk shall be subject to the provisions of Section 5 of this agreement.

**9. ASSIGNS**

Neither the Client nor Envirorisk may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party. Furthermore, this agreement contains each and every agreement and understanding between the parties relating to its subject matter. It may not be altered or amended except in writing and signed by both the Client and Envirorisk.

**10. CONFLICTS**

Should any element of the Terms and Conditions be deemed in conflict with any element of the above-mentioned contract, wording of the Terms and Conditions shall govern unless the contract clearly and expressly voids the conflicting element in the Terms and Conditions. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall remain valid and continue in force.

**11. SAFETY**

Envirorisk is only responsible for the safety on site of its own employees and subcontractors during the performance of the work, and compliance with OSHA regulations. Neither the professional activities of Envirorisk, nor the presence of Envirorisk's employees and subcontractors shall be construed to imply Envirorisk has any responsibility for any activities on site performed by personnel other than Envirorisk's employees or its subcontractors. Envirorisk or its subcontractors will contact the local utilities protection center to locate buried underground utilities in the work area prior to drilling or boring into the subsurface. Envirorisk nor its subcontractors are responsible for any damage to unmarked underground utilities.

**12. DELAYS IN WORK**

Envirorisk will pursue the work in an efficient and expeditious manner consistent with good quality practices. Envirorisk will not be responsible for delays in the work caused by Client or Client's agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client will be charged as work time unless provided for as a separate item in the contract or other mutually agreed upon document.

**ENVIRORISK CONSULTANTS, INC.**  
GENERAL TERMS AND CONDITIONS

**ENVIRORISK CONSULTANTS, INC.**  
**PROPOSAL ACCEPTANCE AGREEMENT**

**Project Name:** Proposal: Soil Delineation Prior to Excavation-Former Arnold Fertilizer Plant

**Project Location:** 306, 320 S. Madison Avenue, Monroe, Walton County, GA

**Proposal No.** N/A

**Date:** January 9, 2019

**Proposal Amount:** \$11,500.00

**Scope:** Select soil samples will be collected to delineate chemically impacted site soil identified by the PPCAP performed the summer of 2018. The impacted soil areas are the north end of the Former Railroad Line at the northwest corner of the property; the Former Boiler House/Shed area at the southeast corner of the property; and the Former Cotton Gin area at the property's southern parking lot entrance (see attached figure). Soil will be collected using direct push and solid stem auger drilling equipment. Soil samples will be analyzed for volatile organic compounds, polynuclear aromatic hydrocarbons, lead, and pesticides. A letter report will be prepared to present the soil delineation findings and will include the soil excavation dimensions. This soil delineation proposal does not include the excavation, disposal, confirmatory excavation sampling, or preparation of the Compliance Status Report (CSR).

For Approval and Payment of Charges  
Invoices will be charged and mailed to the account of:

**Firm:** City of Monroe

**Address:** 215 North Broad Street

**City:** Monroe

**State:** GA

**Zip Code:** 30655

**Attention:** Mr. Logan Propes, [LPropes@MonroeGA.covbuildreliant.com](mailto:LPropes@MonroeGA.covbuildreliant.com)

This AGREEMENT, including the terms and conditions attached hereto, together with the proposal constitutes the entire agreement between client and Envirorisk and supersedes all prior written or oral understandings.

This AGREEMENT is accepted by:

**Client:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**By (Print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Envirorisk Consultants, Inc.**

**Signature:** 

**By:** Kenneth C. Summerour, PG

**Title:** Principal Geologist

**Date:** January 9, 2019



**To:** City Council  
**From:** Patrick Kelley  
**Department:** Planning, Zoning and Code  
**Date:** 01-11-19  
**Description:** Development agreement Stonecreek Subdivision for recording of the final plat phase 1

---

**Budget Account/Project Name:** NA

**Funding Source:** 2018 NA

**Budget Allocation:** NA

**Budget Available:** NA

**Requested Expense:** \$NA **Company of Purchase:** NA

---

**Recommendation:** Approve

**Background:** This agenda item is pursuant to recording of the final plat of phase 1 of the Stonecreek S/D. (AKA as unit 1 on the plat).

We are requesting approval of the development agreement as presented. All required maintenance and performance bonds and/ or sureties are in place and this agreement has been approved by the City Attorney.

This agreement is between the developer, Stonecreek Development, LLC and the City of Monroe.

**Attachment(s):**

**DEVELOPMENT, PERFORMANCE AND MAINTENANCE SURETY AGREEMENT**

**GEORGIA, WALTON COUNTY**

THIS DEVELOPMENT, PERFORMANCE AND MAINTENANCE SURETY AGREEMENT (“Agreement”) is made and entered into on the \_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF MONROE**, a Municipal Corporation chartered under the laws of the State of Georgia (hereinafter “City”) and **EXPO HOMES, LLC** (hereinafter the “Developer”).

**PREAMBLE:**

**WHEREAS**, Developer is the owner of portions of that certain real property (together with all improvements now or hereafter located thereon) located in the City of Monroe, Walton County, Georgia, and being generally known as the forty-nine (49) lots of Phase I in the Stonecreek subdivision, Walton County, Georgia (the “Phase I Property”) (a detailed legal description of the same is attached hereto and incorporated herein by reference as Exhibit “A”); and

**WHEREAS**, Developer is also the owner of the remaining portions of that certain real property (together with all improvements now or hereafter located thereon) located in the City of Monroe, Walton County, Georgia, and being generally known as the seventy-six (76) lots of Phase II in the Stonecreek subdivision, Walton County, Georgia (the “Phase II Property”) (a detailed legal description of the same is attached hereto and incorporated herein by reference as Exhibit “B”); and

**WHEREAS**, at this time, Developer desires to dedicate the streets, sidewalks, and right of ways, street lights, utilities, etc. (collectively the “Public Improvements” as defined hereinafter) on the Phase I Property to the City for public use; and

**WHEREAS**, in order to dedicate the Public Improvements on the Phase I Property, Developer must first adhere to any and all Development Regulations for the City including the completion of any and all required improvements to the streets, sidewalks and right of ways; and

**WHEREAS**, said dedication of Phase I is done in concert with a contemplated, future dedication of public improvements located in Phase II, subject to City approval of the same under a separate

Development, Performance and Maintenance Surety Agreement addressing Phase II at the appropriate time as this Agreement in no way implies approval or acceptance of the public improvements of Phase II; and

**WHEREAS**, it is necessary for Developer to dedicate the Public Improvements relating to Phase I as identified in the plat attached hereto and incorporated herein by reference as Exhibit “C” (hereinafter the “Final Plat”) in order for the City to maintain the same; and

**WHEREAS**, the City desires to accept the Final Plat of the Phase I Property from the Developer as long as the Improvements are thereafter developed according to this Agreement and to certain procedures and minimum specifications set forth in the Development Regulations for the City; and

**WHEREAS**, although as of the date of this Agreement the Public Improvements have not been completed, the City is willing to accept the Final Plat of the Phase I Property upon the condition that Developer enters into this Agreement which provides certain assurances that the Public Improvements as shown on the Final Plat of the Phase I Property and other improvements further identified herein shall be timely developed and completed pursuant to the terms of this Agreement and in full accordance with the current City Ordinances, the Standard Water Main and Sanitary Sewer Specifications for the City and Development Regulations for the City; and

**WHEREAS**, the City and Developer are willing to execute this Agreement to verify and achieve all of said purposes; and

**WHEREAS**, this Agreement will become effective upon the execution by all parties and shall be complied with in accordance to its terms.

**NOW, THEREFORE**, for and in consideration of the covenants and agreements hereinafter stated and for the sum of one dollar in hand paid, and for other good and valuable consideration received by the undersigned, the receipt and adequacy being hereby acknowledged, the parties agree as follows:

## AGREEMENT

### 1.

#### Development Requirements

- A) **Requirements Generally.** In consideration of the City's acceptance of Developer's Final Plat of Phase I prior to development of the Improvements, Developer shall complete any and all specific conditions of this Agreement, as well as comply with all applicable rules, regulations and conditions of the current City Ordinances, the Standard Water Main and Sanitary Sewer Specifications for the City and the Development Regulations for the City, except as where specifically excepted herein, in the development of the Improvements. In addition to said ordinances and Development Regulations for the City, the conditions contained in this Agreement shall apply. If there is a conflict between the Ordinances, the current Development Regulations for the City and this Agreement, the terms of this Agreement shall control.
- B) **Specific Conditions.** The following conditions shall also apply:
- (1) **Completion of Improvements.** Developer shall ensure that the Public Improvements and the Private Improvements as herein defined are completed in a timely manner all in accordance with this Agreement. The Public Improvements include all Sidewalks, Streetlights, Utilities connections and a Temporary cul-de-sac. The Private Improvements include [add complete neighborhood amenities package list here]. Developer and the City specifically agree that no Certificate of Occupancy shall issue whatsoever for any dwelling located in Phase I unless and until all Public and Private Improvements are completed and installed, excepting the sidewalk improvements which are to be installed on a lot by lot basis as construction progresses.

- (2) **Performance Bond Requirements.** Prior to approval of the Final Plat of Phase I, Developer shall enter into a contract with a bank or other financial institution (a “Liquidity Provider”) rated in the highest short-term rating category by Standard & Poor's Corporation, Moody's Investors Service or A. M. Best & Company to provide a prepaid, fixed interest surety performance bond payable to the City, in an amount of Two Hundred Thousand Dollars and 00/100 (\$200,000.00) in a form acceptable to the City Attorney in order to cover costs of installing the below Public Improvements in accordance with existing or later amended development regulations, ordinances, guidelines, standards, rules and conditions of the City. Said performance bond shall have a term of no less than twenty-four (24) months from the date of execution of this Agreement.

The Public Improvements and performance bond amount allocation as contemplated herein shall consist of:

- (a) Sidewalks completion, (\$125,000.00);
- (b) Streetlights completion, (\$25,000.00);
- (c) Miscellaneous utilities completion, (\$25,000.00);
- (d) Temporary cul-de-sac completion, (\$25,000.00).

Within eighteen (18) months after the acceptance of the Final Plat by the City, Developer shall fully complete installation of the Public Improvements within Phase I per the specifications contained within the Development Regulations for the City of Monroe, Georgia along with all requirements of this Agreement. If said Improvements are not constructed and developed to the aforementioned specifications within that time, the City may assume responsibility for completing the Public Improvements utilizing vendors of its choosing and charge against the performance bond required hereinabove.

- (3) **Maintenance Bond Requirements.** Prior to acceptance of the Final Plat of Phase I, Developer shall enter into a contract with a bank or other financial institution (a “Liquidity Provider”) rated in the highest short-term rating category by Standard & Poor's Corporation, Moody's Investors Service or A. M. Best & Company to provide a prepaid, fixed interest surety maintenance bond payable to the City, in an amount of Two Hundred Fifteen Thousand Five Hundred Seventeen Dollars (\$215,517.00) in a form acceptable to the City Attorney in order to cover costs of maintaining the below Maintained Installations in accordance with existing or later amended development regulations, ordinances, guidelines, standards, rules and conditions of the City. Said maintenance bond shall have a term of no less than twenty-four (24) months from the date of execution of this Agreement.

The “Maintained Installations” and maintenance bond amount allocation as contemplated herein shall consist of:

- (a) Earthwork, road base paving, curb & gutter, 1.5” (inch) asphalt topping of the 2,937 linear feet of streets of Phase I, (\$174,032.00);
- (b) Existing storm water management ponds retrofitted with outlet control structure and outlet control piping, of which the surrounding open space (7.41 acres) is to be dedicated to the Homeowners Association at the time of recording of the Final Plat, (\$16,485.00); and,
- (c) Proper erosion control, stabilization and maintenance of the land area of Phase II until such time as Phase II is developed further for street installation, (\$25,000.00).

During twenty-four (24) months after the acceptance of the Final Plat by the City, Developer shall ensure that all maintained installations within the Property per the specifications contained within the Development Regulations for the City of Monroe,

Georgia along with all requirements of this Agreement are properly maintained. If said maintained installations are not properly maintained to the aforementioned specifications during that time, the City may assume responsibility for maintaining the maintained installations to the Property utilizing vendors of its choosing and charge against the maintenance bond amounts identified hereinabove.

2.

**Date of Effectiveness of this Agreement**

This Agreement shall be effective between the parties, their successors and assigns, immediately upon the execution of this Agreement by all parties.

3.

**Previous Written and Oral Statements**

All previous written or transcribed plans, documents, letters, electronic correspondence, notes, minutes and memorandums, together with all oral representations and agreements concerning all matters set forth in this Agreement have been incorporated herein, and the terms and conditions of this Agreement shall supercede any previous agreement between the parties. The parties agree that time shall be of the essence of this Agreement. This Agreement may be executed in counterparts and each such counterpart, and all counterparts together, shall constitute the original Agreement.

4.

**Amendment and Modification of Agreement**

This Agreement represents the entire understanding of the parties hereto, and any amendments, changes, additions or deletions shall be made in writing upon the mutual agreement of the parties, executed by the City and the Developer.

5.

**Binding Effect**

This Agreement shall be binding upon the undersigned and their agents, heirs, administrators, executors, successors and assigns. The promises and covenants contained within this Agreement shall run with the land. The parties expressly stipulate that there are no third party beneficiaries to this Agreement.

6.

**Future Changes in Development Specifications**

The Improvements shall be developed to the standards established by the development regulations, ordinances, guidelines, standards, rules and conditions of the City (the "Development Standards") in effect as of the date of this Agreement and any future amendments to the Development Standards which are in effect at the time of the commencement of development of the particular aspect of the Improvements to which the amendments apply.

7.

**Captions and Definitions**

Captions, the description headings of the separate articles, sections and paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

"Developer" includes the above-named party responsible for performing the specific conditions of this Agreement, as well as complying with all applicable rules, regulations and conditions of the current City Ordinances, the Standard Water Main and Sanitary Sewer Specifications for the City and the Development Regulations for the City, except as where specifically excepted herein, in the development of the Improvements. "Developer" also includes any assignee or successor in interest of Developer under this Agreement.

All terms used in this Agreement which are not otherwise defined herein shall be defined in the manner prescribed by the City Ordinances, as applicable.

**8.****Severability**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

Each person executing or attesting this Agreement warrants and represents that he or she is fully authorized to do so. Each person also stipulates that he or she has been afforded an adequate opportunity to read this Agreement and to consult with an attorney prior to executing the same, and that all signatures are given knowingly, voluntarily, and with full awareness of the terms contained herein. The parties also agree that this Agreement has been prepared after negotiations and, as a result, neither party may be considered the sole author thereof, and it should not be construed in favor or against either party by a court of competent jurisdiction.

**9.****Applicable Law**

The laws of the State of Georgia shall govern the validity, interpretation, performance and enforcement of this Agreement and any dispute involving this Agreement without regard to conflicts of laws principles.

**10.****Enforcement**

In the event that Developer, its successors, or its assignees fail to comply with all the aforementioned terms of this Agreement, the City Ordinances or the Development Regulations for the City, the City shall be authorized to refuse certificates of occupancy, construction permits, development permits, and to terminate construction and development on all parcels located on the Phase I Property and Phase II Property bordering on the Improvements. If, prior to completion of Developer's obligations outlined in Section 1(A) and Section 1(B)(1) through 1(B)(4) herein, any individual or entity that is not a party to this Agreement brings an action against the City relating to Developer's obligations as outlined in

Section 1(A) and Sections 1(B)(1) through 1(B)(4) herein, or if it becomes necessary for the City to bring an action under this Agreement against Developer or anyone performing work for Developer under the terms of this Agreement, Developer, its successors, or its assignees shall be responsible for reimbursing the City for all costs and expenses, including attorneys fees, incurred in connection with such a proceeding, so long as the City prevails in such an action. This agreement may be enforced by the Superior Court of the Walton County or any other court having jurisdiction over the same.

## 11.

### Indemnification

Developer for itself and all entities performing work under the terms of this Agreement at Developer's request, hereby specifically promises and warrants to fully indemnify and hold harmless the City, its agents, assigns and/or representatives against any and all claims, causes of action, actions, liens, demands, rights to causes of action, damages and claims of damages sustained, or claimed to have been sustained, on account of any known and unknown personal injuries, deaths and/or property damage occurring during the performance of the work involved in Section 1(A), Sections 1(B)(1) through 1(B)(4) and arising out of or in any way related to the performance of such work, whether or not said claims, causes of action, actions, liens, demands, rights to causes of action or damages may have resulted in whole or in part from the negligent acts or omissions of the City, its agents, assigns and/or representatives.

If, prior to the completion of all of the obligations of Developer contained within Section 1(A) and Sections 1(B)(1) through 1(B)(4) of this Agreement, a claim is asserted or an action is brought against the City, its agents, assigns and/or representatives arising out of or in any way related to the obligations of Developer as outlined within each particular Section, Developer will indemnify, save and hold harmless and make good any damage award that may be entered against the City, its agents, assigns and/or representatives including any and all costs of defense, attorneys' fees and all expenses.

The provisions of this section are contractual and are not merely recitals.

**12.****Insurance**

From the date of execution of this Agreement up and until the completion of all obligations of Developer contained within Section 1(A) and Sections 1(B)(1) through 1(B)(4) of this Agreement, Developer shall carry public liability insurance naming the City as an additional insured in a minimum amount of One Million Dollars (\$1,000,000.00) in respect to the aggregate claims arising out of a single occurrence and One Million Dollars (\$1,000,000.00) in property damage. A copy of the policy or a certificate of insurance shall be delivered to the City contemporaneously with the execution of this Agreement and Developer shall supply the City with a renewal policy or certificate prior to the expiration of each renewal or succeeding policy or certificate as requested by the City. Such insurance policy shall provide that the insurer shall not cancel such policy unless such insurer shall deliver to the City notice of such cancellation no later than thirty (30) days prior to the date of such cancellation.

**13.****Rights Cumulative**

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law. No waiver of any default hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by a party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

**14.****Stipulation and Waiver**

Developer knowingly and voluntarily waives any right to seek monetary relief in a court of competent jurisdiction, including but not limited to damages, costs, sanctions, or fees, from the City in connection with this Agreement, the development of the Improvements or the conditions precedent to the City's acceptance of the Final Plat.

**IN WITNESS WHEREOF**, the undersigned has hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**EXPO HOMES, LLC**

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_.  
*[Seal]*

Signed, sealed and delivered  
in the presence of:

**CITY OF MONROE**

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
John S. Howard  
Mayor

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_.  
*[Seal]*

Attest: \_\_\_\_\_  
Logan Propes, City Administrator  
(CITY SEAL)



**To:** City Council  
**From:** Patrick Kelley  
**Department:** Planning, Zoning and Code  
**Date:** 01-11-19  
**Description:** Stonecreek Subdivision for approval of the final plat phase 1

**Budget Account/Project Name:** NA

**Funding Source:** 2018 NA

**Budget Allocation:** NA

**Budget Available:** NA

**Requested Expense:** \$NA **Company of Purchase:** NA

**Recommendation:** Approve

**Background:** This agenda item is pursuant to recording of the final plat of phase 1 of the Stonecreek S/D. (AKA as unit 1 on the plat).

We are requesting approval of the Final plat as presented. All required maintenance and performance bonds and/ or sureties are in place and the development agreement has been approved by the City Attorney.

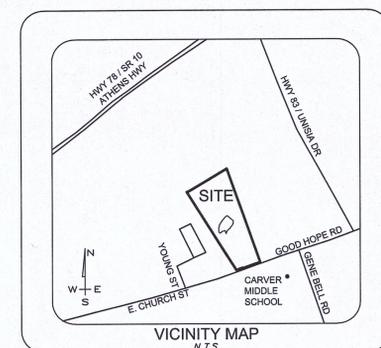
**Attachment(s):**

### PIPE CHART

LineNo.	LineID	LineSize (in)	LineLength (ft)	LineSlope (%)	DrainageArea (ac)	C2 (C)	Tc (min)	iSys (in/hr)	FlowRate (cfs)	TotalRunoff (cfs)	VelAve (ft/s)	CapacityFull (cfs)	Pipe Material	InletID
1	I1	54	33.301	0.78	0	0.5	0.6	0	70.39	0	7.98	173.77	RCP	JB12
2	I2	54	150.597	0.66	0	0.5	0	0	70.39	0	8.86	160.26	RCP	OCS POND A
3	A2	24	102.242	0.6	0.84	0.5	5.5	8.1	8.45	8.45	3.91	9.46	CMP	A2
4	A3	18	78.881	2.24	0.9	0.5	5	8.28	4.47	4.47	3.67	8.52	CMP	A3
5	B2	30	112.504	1.14	1.02	0.5	7.8	7.39	29.49	29.49	6.79	23.7	CMP	B2
6	B3	24	99.721	2.14	0.16	0.5	7.6	7.45	25.17	25.17	8.01	17.91	CMP	B3
7	B4	24	153.743	2.6	1.09	0.5	7.3	7.55	24.77	24.77	7.88	19.76	CMP	B4
8	B5	24	301.225	3.9	0.93	0.5	6.3	7.84	16.22	16.22	5.16	24.21	CMP	B5
9	B6	24	199.473	5.72	0.27	0.5	5.1	8.23	8.79	8.79	4.01	29.3	CMP	B6
10	B7	18	32.413	1.76	1.51	0.5	5	8.28	7.5	7.5	4.86	7.54	CMP	B7
11	B5.1	18	34.241	4.64	0.74	0.5	5	8.28	3.68	3.68	2.08	12.26	CMP	B5.1
12	B4.1	18	32.658	2.73	0.93	0.5	5	8.28	4.62	4.62	2.61	9.39	CMP	B4.1
13	C2	36	17	3.47	0.53	0.5	12.1	6.39	38	38	7.27	67.3	CMP	C2
14	C3	24	170.764	3.7	0.64	0.5	6.8	7.7	16.31	16.31	7.38	23.57	CMP	C3
15	C4	24	295.151	4.17	0.62	0.5	5.2	8.19	10.22	10.22	4.99	25.03	CMP	C4
16	C5	18	59.561	5.26	1.46	0.5	5	8.28	7.25	7.25	5.79	13.04	CMP	C5
17	C3.1	24	53.623	5.09	0.81	0.5	5	8.28	4.02	4.02	2.9	27.64	CMP	C3.1
18	C2.1	24	33.952	0.8	0.37	0.5	12.1	6.4	22.49	22.49	7.16	10.93	CMP	C2.1
19	C2.2	24	26.353	-0.72	9.4	0.5	12	6.42	21.11	21.11	6.72	0	CMP	C2.2
20	D2	42	20.8	3.61	0.14	0.5	15.2	5.84	50.18	50.18	5.25	103.48	CMP	D2
21	D3	42	34.163	0.09	0.1	0.5	15.1	5.86	49.68	49.68	5.16	16.14	CMP	D3
22	D4	42	30.959	9.53	24	0.5	15	5.87	49.35	49.35	6.45	168.22	CMP	D4
23	E1.1	48	12.395	2.82	0.43	0.5	15.2	5.84	65.8	65.8	5.3	130.75	CMP	E1.1
24	E2	30	35.208	1.76	0.43	0.5	5.4	8.12	4.09	4.09	0.88	29.48	CMP	E2
25	E2.1	18	30.633	0.65	0.41	0.5	5	8.28	2.04	2.04	1.66	4.6	CMP	E2.1
26	E1.2	48	57.838	2.2	30	0.5	15	5.87	61.68	61.68	5.43	115.3	CMP	E1.2

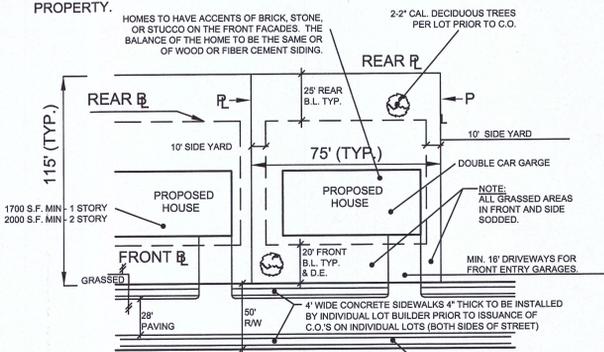
### ZONING CONDITIONS

- MINIMUM SQUARE FOOTAGE OF 1,700 FOR A 1-STORY HOME; A MINIMUM SQUARE FOOTAGE OF 2,000 FOR A 2-STORY HOME.
- PLAYGROUND; JUNIOR OLYMPIC SIZE POOL WITH CABANA AND RESTROOMS.
- WORK TOWARD MINIMUM LOT SIZE OF NO LESS THAN 8,500 SQUARE FEET.
- HOMES SHALL BE CONSTRUCTED PRIMARILY ON FRONT WITH BRICK AND/OR STACKED STONE, WITH MINOR TREATMENTS IN ROOF AND GABLES, CHIMNEYS AND BAY WINDOWS OF FIBER CEMENT SIDING, WITH THE BALANCE OF HOME TO BE FIBER CEMENT SIDING AT MINIMUM.
- A LANDSCAPE BUFFER ALONG HIGHWAY 83 THAT INCLUDES PLANTING FOR SCREENING AND BRICK OR STONE COLUMNS AT THE PROFESSIONALLY LANDSCAPED ENTRANCE.
- 40 FEET OF NON-BUILDABLE BERMED BUFFER ALONG HIGHWAY 83 WITH 8 FOOT ON CENTER EVERGREENS THAT ARE A MINIMUM OF 20 GALLONS.
- ALL THE GRASSED AREA ON DWELLING LOTS SHALL BE SODDED.
- THE ROAD OVER THE DAM SHALL BE FULLY ENGINEERED TO ALLOW THE WIDTH AND WEIGHT OF TWO LANES OF TRAFFIC WITH SIDEWALKS FOR TRAFFIC AND PEDESTRIAN SAFETY.
- MINIMUM OF TWO TREES WITH MINIMUM DIAMETER OF TWO INCHES SHALL BE PLACED ON EACH LOT OR PRESERVED ON EACH LOT AND THIS DOES NOT INCLUDE EVERGREEN TREES.



### GENERAL NOTES

- UNIT 1 IS 24.56 ACRES, ZONED R1A, CONTAINS 49 LOTS, AND IS LOCATED IN THE CITY OF MONROE.
- YARD REQUIREMENTS:**  
FRONT = 20 FT  
REAR = 25 FT  
SIDE = 10 FT  
MINIMUM LOT SIZE = 8500 SF  
MINIMUM LOT WIDTH = 75 FT
- THE SUBJECT PROPERTY DOES CONTAIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA AS DEPICTED ON F.I.R.M. PANEL 13297C0145D, EFFECTIVE MAY 18, 2009.
- ALL CURB DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL CONSTRUCTION TO COMPLY WITH CITY OF MONROE STANDARDS.
- SEE ARCHITECTURAL PLANS FOR BUILDING FLOOR PLAN DIMENSIONS, DOOR LOCATIONS, AND OTHER ARCHITECTURAL DETAILS.
- ALL BUFFERS AND TREE SAVE AREAS SHALL BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
- EACH BUILDING AND ITS RELATIVE LOCATION TO PROPERTY LINES AND OTHER STRUCTURES SHALL COMPLY WITH THE 2012 INTERNATIONAL BUILDING CODE (IBC) WITH GEORGIA STATE AMENDMENTS WITH REGARDS TO THE HEIGHT AND AREA REQUIREMENTS OF IBC TABLE 503 AND THE FIRE RESISTANCE AND HORIZONTAL SEPARATION REQUIREMENTS OF IBC TABLES 601 AND 602.
- ALL UTILITY LINES ARE LOCATED UNDERGROUND.
- A SEPARATE BUILDING PERMIT SHALL BE OBTAINED PRIOR TO CONSTRUCTION FOR ALL RETAINING WALLS GREATER THAN 4 FEET IN HEIGHT PRIOR TO CONSTRUCTION OF THE WALLS.
- ALL PROPERTY LINES SHALL HAVE A 5' DRAINAGE EASEMENT ON EACH SIDE OF THE PROPERTY LINE.
- THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) ATTACHED HERETO DATED 11/02/18 AND RECORDED IN DEED BOOK 4302, PAGES 75-14P, WHICH HEREBY BECOME A PART OF THIS PLAT AND WHICH WERE RECORDED AND SIGNED BY THE OWNER.
- THE CITY OF MONROE ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT OF WAY, OR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON THE APPROVED AND RECORDED SUBDIVISION PLAT.
- BUYER IS HEREBY NOTIFIED THAT THE SUBJECT PROPERTY IS LOCATED IN A FLY ZONE PURSUANT TO ALL GOVERNING BODIES CLAIMING RESTRICTIVE CONTROL OVER SAID PROPERTY.



### R1A-(DETACHED) TYPICAL LOT LAYOUT

N.T.S.

#### LOT CHART

LOT NO.	BLOCK	AREA (SQ. FT.)	PARCEL NO.	ADDRESS
1	A	12,828		100230
2	A	20,207		228
3	A	18,880		228
4	A	11,192		224
5	A	9,000		222
6	A	9,000		220
7	A	9,000		218
8	A	9,000		216
9	A	9,000		214
10	A	9,000		212
11	A	9,000		210
12	A	9,000		208
13	A	9,000		206
14	A	8,943		204
15	A	11,302		202
16	A	13,950		201
17	A	8,826		203
18	A	10,750		205-300
19	A	12,437		302
20	A	14,245		304
21	A	14,718		307
22	A	16,157		305
23	A	12,633		303
24	A	10,750		207-301
25	A	9,000		209
26	A	10,750		211-400
27	A	17,869		402

#### LOT CHART

LOT NO.	BLOCK	AREA (SQ. FT.)	PARCEL NO.	ADDRESS
28	A	13,387		405
29	A	13,387		403
30	A	14,855		213-401
31	A	11,118		215
32	A	8,625		217
33	A	9,922		232
34	A	11,108		234
35	A	8,625		236
36	A	8,625		238
37	A	8,625		240
38	A	9,725		242
39	A	9,602		244
40	A	8,949		246
117	A	9,420		247
118	A	8,625		245
119	A	8,625		243
120	A	8,625		241
121	A	8,855		239
122	A	11,823		237
123	A	18,096		235
124	A	13,230		233
125	A	11,228		231-101
REC	A	322,856		200
OPEN	A	39,457		

#### CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING
C20	47.62'	145.00'	47.41'	S60°08'29"W
C21	66.49'	145.00'	65.91'	S37°35'46"W
C22	66.49'	145.00'	65.91'	S11°19'23"W
C23	49.62'	145.00'	49.38'	S11°37'05"E
C24	16.30'	50.00'	16.23'	S30°45'45"E
C25	56.54'	50.00'	53.57'	S74°12'37"E
C26	59.82'	50.00'	56.31'	N39°07'32"E
C27	78.79'	50.00'	70.89'	N40°17'23"W
C28	4.59'	39.00'	4.59'	N82°03'39"W
C29	38.98'	39.00'	37.38'	N50°03'19"W
C30	12.82'	14.00'	12.37'	S85°11'41"E
C31	45.92'	50.00'	44.32'	S85°16'36"E
C32	50.02'	50.00'	47.96'	N39°45'22"E
C33	51.08'	50.00'	48.89'	N18°10'07"W
C34	52.36'	50.00'	50.00'	N77°26°09"W
C35	49.26'	50.00'	47.29'	S44°20'35"W
C36	12.82'	14.00'	12.37'	S42°20'58"W
C37	4.75'	50.00'	4.75'	N65°31'25"E
C38	52.23'	50.00'	49.89'	N33°12'33"E

#### CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING
C39	52.36'	50.00'	50.00'	N26°43'08"W
C40	52.36'	50.00'	50.00'	N86°43'08"W
C41	51.24'	50.00'	49.03'	S33°55'26"W
C42	43.57'	39.00'	41.34'	S36°34'19"W
C43	150.84'	95.00'	135.49'	N24°03'50"E
C44	129.92'	95.00'	120.03'	S71°16'13"E
C45	47.02'	225.00'	46.94'	S38°04'41"E
C46	28.73'	225.00'	28.71'	S47°43'25"E
C47	63.76'	175.00'	63.41'	S40°56'38"E
C48	57.13'	225.00'	56.98'	S23°13'54"E
C49	117.67'	275.00'	116.78'	S18°14'49"E
C50	81.98'	225.00'	81.53'	S40°56'38"E
C51	57.10'	175.00'	56.85'	S42°02'01"E
C52	1.82'	175.00'	1.82'	S32°23'18"E
C53	1.01'	145.00'	1.01'	S32°17'28"E
C54	66.49'	145.00'	65.91'	S45°37'41"E
C55	66.49'	145.00'	65.91'	S71°54'05"E
C56	64.31'	145.00'	63.78'	N82°15'22"E

#### LINE TABLE

LINE	LENGTH	BEARING
L20	28.40'	S65°41'25"E
L21	14.08'	S24°18'35"W
L22	14.14'	N23°34'39"E
L23	14.14'	N66°25'21"W
L24	14.14'	N23°34'39"E
L25	14.14'	N66°25'21"W
L26	14.20'	S65°41'25"E
L27	27.91'	S24°49'01"W
L28	25.00'	N48°10'55"E
L29	20.00'	S16°36'10"E
L30	47.69'	S27°25'10"W

#### CENTERLINE LINE TABLE

LINE	LENGTH	BEARING
L1	206.13'	N20°55'50"W
L2	169.48'	S69°33'01"W
L3	742.88'	S21°25'21"E
L4	140.26'	S68°34'39"W
L5	25.00'	S21°25'21"E
L6	224.79'	N68°34'39"E
L7	25.00'	N68°34'39"E
L8	297.03'	N32°05'27"W
L9	175.93'	N51°22'55"W
L10	347.85'	N30°30'20"W

#### CENTERLINE CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	190.53'	120.00'	171.14'	S24°03'50"W
C2	164.11'	120.00'	151.62'	N71°16'13"W
C3	67.34'	200.00'	67.02'	N41°44'11"W
C4	72.87'	200.00'	72.47'	N40°56'38"W
C5	297.82'	250.00'	280.52'	N03°37'19"E

### OWNERS ACKNOWLEDGEMENT AND DECLARATION:

(STATE OF GEORGIA) (THE CITY OF MONROE)

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, DRAINS, EASEMENTS AND OTHER FACILITIES AND APPURTENANCES THEREON SHOWN FOR THE PURPOSES THEREIN EXPRESSED.

DATED THIS 12 DAY OF December, 2018  
 BY: Donald G. Holland OWNER

### FINAL SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AS TO THE PROPERTY LINES AND ALL IMPROVEMENTS SHOWN THEREON, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HERETO EXIST, AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN, THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 11,524 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,318,980 FEET, AND CONTAINS A TOTAL OF 24.56 ACRES. THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREIN WAS A TRIMBLE S6 ROBOTIC TOTAL STATION & A CHAMPION TKO GNSS ROVER.

BY: Donald G. Holland  
 DATE: 12-10-18

REGISTERED GEORGIA LAND SURVEYOR

REG. NO. 2657 DATE OF EXPIRATION 12-31-20

### CERTIFICATE OF APPROVAL BY THE CODE ENFORCEMENT OFFICE:

THE CODE ENFORCEMENT OFFICER CERTIFIES THAT THIS PLAT COMPLIES WITH THE ZONING ORDINANCE AND DEVELOPMENT REGULATIONS OF THE CITY OF MONROE AND HAS BEEN APPROVED BY ALL OTHER AFFECTED CITY DEPARTMENTS, AS APPROPRIATE. THIS PLAT IS APPROVED, SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE PERFORMANCE AND MAINTENANCE SURETY AGREEMENT EXECUTED FOR THIS PROJECT BETWEEN THE OWNER AND CITY OF MONROE.

BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 CODE ENFORCEMENT OFFICER:

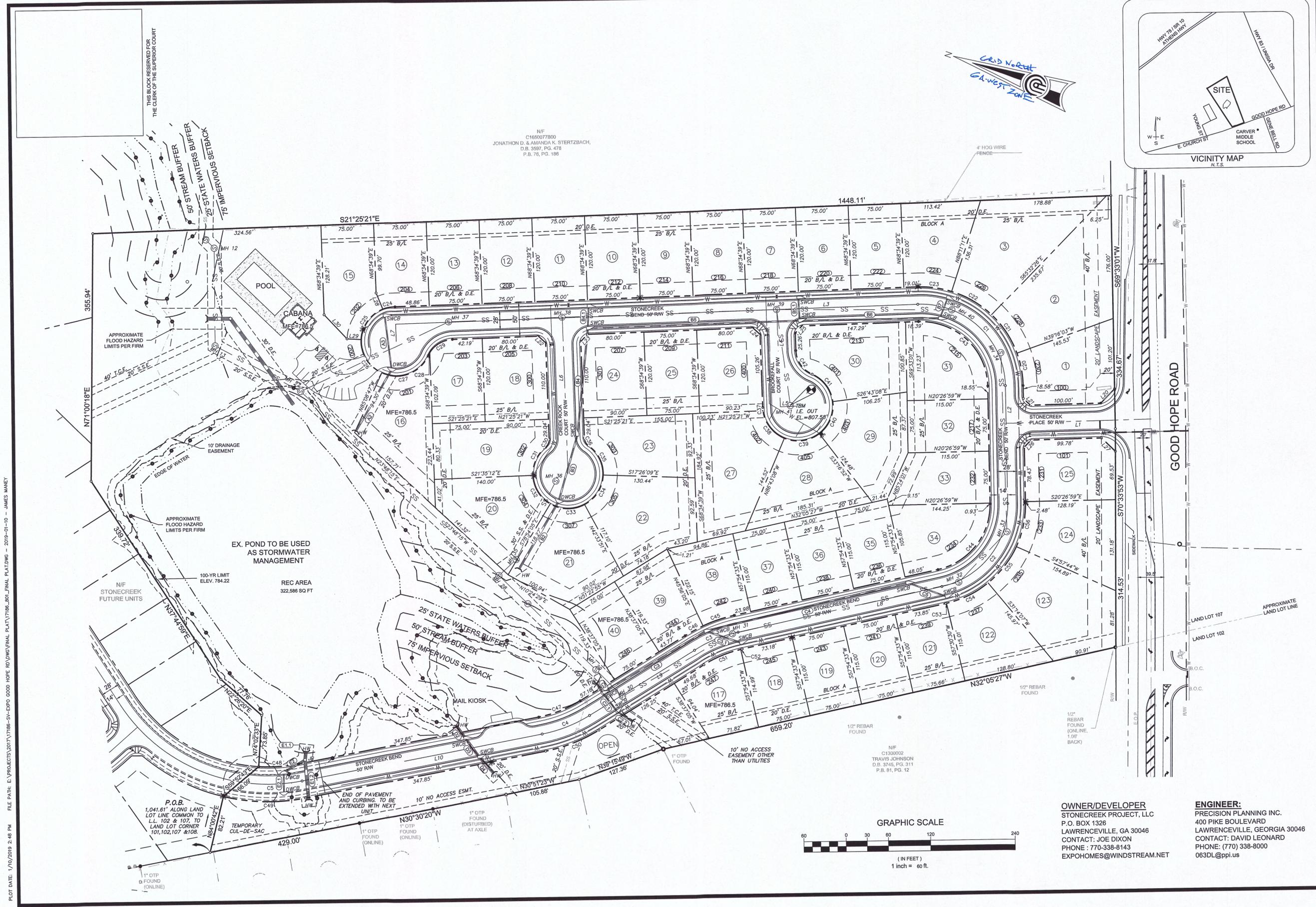
### CERTIFICATE OF APPROVAL BY MAYOR AND COUNCIL:

THE CITY OF MONROE MAYOR AND CITY COUNCIL HEREBY ACCEPT ON BEHALF OF THE CITY OF MONROE THE DEDICATION OF ALL PUBLIC STREETS, RIGHTS OF WAY, EASEMENTS AND OTHER PUBLIC FACILITIES AND APPURTENANCES SHOWN THEREON. THIS PLAT IS APPROVED SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE PERFORMANCE AND MAINTENANCE SURETY AGREEMENT EXECUTED FOR THE PROJECT BETWEEN THE OWNER AND THE CITY OF MONROE.

DATED THIS 12 DAY OF December, 2018

BY: \_\_\_\_\_ MAYOR  
 THE CITY OF MONROE MAYOR AND CITY COUNCIL

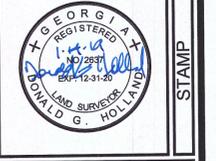
ATTEST:



N/F  
 C165007800  
 JONATHAN D. & AMANDA K. STERTZBACH,  
 D.B. 3597, PG. 478  
 P.B. 78, PG. 186



© 2018 PPI, INC.  
 ALL RIGHTS RESERVED.  
 THESE CONSTRUCTION DOCUMENTS AND PERMITTED REPRODUCTIONS THEREOF ARE THE PROPERTY OF PRECISION PLANNING, INC. AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY INDICATED HEREIN. ANY REUSE OR REPRODUCTION OF THESE DOCUMENTS WITHOUT THE WRITTEN PERMISSION OF PRECISION PLANNING, INC. IS PROHIBITED.



**PRECISION**  
 Planning Inc.  
 planners • engineers • architects • surveyors  
 400 Pike Boulevard, Lawrenceville, Ga 30046  
 770.338.8000 • www.ppi.us

**STONECREEK UNIT 1**  
 1050 GOOD HOPE ROAD  
 MONROE, GEORGIA 30665  
 LAND LOT 107, 3RD DISTRICT,  
 PARTIALLY IN THE CITY OF MONROE,  
 WALTON COUNTY, GEORGIA

DATE	NO. DESCRIPTION	DESIGN	CS	DRAWN	JRM	CHECKED	DGH

FINAL PLAT
SHEET TITLE
RELEASE

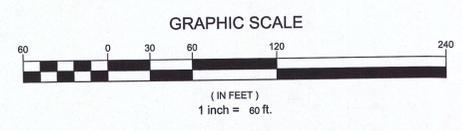
09/05/18  
 DATE  
**R17-186**  
 PPI PROJECT NO.

**2 of 2**

FILE PATH: E:\PROJECTS\2017\1718-SV-EXPO GOOD HOPE RD\W\FINAL PLAT\17186\_B01\_FINAL\_PLAT.DWG - 2018-01-10 - JAMES MANEY  
 PLOT DATE: 1/10/2019 2:48 PM

**OWNER/DEVELOPER**  
 STONECREEK PROJECT, LLC  
 P.O. BOX 1326  
 LAWRENCEVILLE, GA 30046  
 CONTACT: JOE DIXON  
 PHONE : 770-338-8143  
 EXPOHOMES@WINDSTREAM.NET

**ENGINEER:**  
 PRECISION PLANNING INC.  
 400 PIKE BOULEVARD  
 LAWRENCEVILLE, GEORGIA 30046  
 CONTACT: DAVID LEONARD  
 PHONE: (770) 338-8000  
 063DL@ppi.us



EX. POND TO BE USED AS STORMWATER MANAGEMENT  
 REC AREA 322,586 SQ FT  
 100-YR LIMIT ELEV. 784.22

APPROXIMATE FLOOD HAZARD LIMITS PER FIRM  
 N/F STONECREEK FUTURE UNITS

50' STREAM BUFFER  
 25' STATE WATERS BUFFER  
 75' IMPERVIOUS SETBACK

APPROXIMATE FLOOD HAZARD LIMITS PER FIRM

10' DRAINAGE EASEMENT  
 EDGE OF WATER

10' NO ACCESS EASEMENT OTHER THAN UTILITIES

END OF PAVEMENT AND CURBING TO BE EXTENDED WITH NEXT UNIT

1" OTP FOUND (ONLINE)

1" OTP FOUND (ONLINE)

1" OTP FOUND (ONLINE)

1" OTP FOUND (ONLINE)