



Council Meeting

AGENDA

Tuesday, February 12, 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. January 8, 2019 Council Minutes
 - b. January 15, 2019 Council Minutes
 - c. January 17, 2019 Council Minutes
 - d. January 29, 2019 Historic Preservation Commission Minutes
 - e. Renewal - Health & Ancillary Insurance - Approval of the 9-month renewal with the laser option included with Meritain and the fee schedules and deductibles as presented. (Recommended for Council approval by Finance Committee February 5, 2019)
 - f. Renewal - Property & Casualty Insurance - Approval of renewal. (Recommended for Council approval by Finance Committee February 5, 2019)
 - g. Utility Deposit Update - To accept the policy change. (Recommended for Council approval by Finance Committee February 5, 2019)

- [h.](#) CallTower Resale Partner Agreement - Approval of the agreement. (Recommended for Council approval by Utilities Committee February 5, 2019)
- [i.](#) Overhead & Underground Wiring Policy Amendment - Approval of policy change. (Recommended for Council approval by Utilities Committee February 5, 2019)
- [j.](#) Lease Program - Police Vehicles - Approval of the lease purchase agreement. (Recommended for Council approval by Public Safety Committee February 5, 2019)

II. PUBLIC PRESENTATIONS

- 1. Relay For Life

III. PUBLIC FORUM

- 1. Public Comments**

IV. OLD BUSINESS

- [1.](#) Rezone - 1600 East Church Street

V. NEW BUSINESS

- [1.](#) Appointments (3) - Tree Board
- [2.](#) Approval - Fireworks Agreement
- [3.](#) 2nd Reading - Historic Preservation Commission Membership Ordinance Amendment
- [4.](#) 1st Reading - Performance and Maintenance Bonds Ordinance Amendment
- [5.](#) Approval - NextSite Contract Funding Renewal
- [6.](#) Approval - 2019 Concert Series Contracts for DDA
- [7.](#) Loganville Water Line Right of Way Acquisition Authorizations
- [8.](#) Alcovy River Sewer Line Right of Way Acquisition Authorizations

VI. ADJOURN TO EXECUTIVE SESSION

- 1. Real Estate Issue (s)

VII. 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, Beverly Harrison

Visitors: Andrew Kenneson, Sharon Swanepoel, Les Russell, Amy Dire, Terri Giles, Kathleen Lewis, Sam Treadwell, Janet Townsend, Stephen Giles, Sharon Fetzer, Ashley Housley

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 stated the Planning Retreat will be held at the Livery Stable on January 17 at 9:00 am, where the zoning map and future planning will be discussed. An Intergovernmental Agreement with the Urban Redevelopment Agency regarding financing for the Police Department and Municipal Court will be added to the agenda next week. He explained that the City closed on the Cotton Gin property prior to 2018 ending, and the money has been reimbursed to the City. Mr. Propes stated the Spring Street Sidewalk Project has been slow, but is currently under budget. Drainage inlets will be added with the extra savings. City crews will be installing the street trees and lights down the sidewalk over the next few weeks. The North Broad Streetscape Project is moving along, and will hopefully finish towards the end of this year. There have been a lot of utility impediments along Highway 11.

3. Central Services Update

Mr. Chris Bailey explained the numbers are on track for December, with purchasing down. As of January 2 Luke Roberts went from part-time to full-time in the IT Department. The pressure washing at City Hall was completed today. He stated the two guys on the grounds crew picked up almost 3,000 pounds of trash over a 13 day period in December. Mr. Bailey discussed the policy and guidelines change in the Capital Improvement Program for 2019. The CIP Projects were approved in the budgetary process. The projects are not required to be reapproved by Council when the initial purchase takes place. He explained the projects will all continue to be

vetted by the Procurement Policy. The revenues and schedule for the projects will be verified by Ms. Thompson, Mr. Propes, and Mr. Bailey. Details for the purchases and projects will be provided to Council in respective monthly reports. It will help speed projects up and eliminate the 30 to 45 day lag time, since the purchases have already been discussed with the budget and preapproved in the CIP.

Council Member Larry Bradley questioned whether everything approved in the CIP Budget could be purchased without coming back before Council regardless of the amount. He questioned what happens when the amount budgeted is not used entirely within the calendar year that it was approved. He also questioned what happens should the revenues and expenses not be as much as they were anticipated to be for the year.

Mr. Bailey stated the items would not come before Council for approval again. He explained that every budget cycle must be approved, and any money left in the budget would come before Council for approval prior to being used the next year. Projects which require additional money or other funding would also be brought before Council for approval in the new budget cycle. He stated everything must be approved per the Procurement Policy. All requests require approval by the Finance Director and final approval by the City Administrator. The Finance Director will compare the expenses verses the revenues, prior to approving any requests.

City Administrator Logan Propes explained the CIP Projects are listed at the end of the financials each month, which will verify cash amounts and spending.

Council Member Norman Garrett questioned whether the limit of \$10,000 would still apply.

Mr. Bailey explained it would depend on whether the purchase was for a preapproved project. Items included within the Budget and CIP Presentations had quotes attached already. This detailed information for the overall concept of what would be purchased was included for preapproval. He stated all policies will still be followed, because they are required by State Law for Procurement.

Mr. Propes requested the Department Heads to make contact with the Committee Chairs and make them aware of any upcoming projects. He explained the changes are for expediency, special pricing can be lost due to timing.

Mr. Bailey stated it would be the same concept as requesting a budget amendment. Additional funds must be requested and approved prior to proceeding with a project if the costs are more than anticipated.

Council and staff discussed Department Heads keeping Council Members informed about upcoming projects and updates during the Committee Reports.

II. COMMITTEE INFORMATION

1. Finance

a. Monthly Finance Report

Ms. Beth Thompson presented the monthly Finance Report and the CIP Budget for Utilities. She explained the property tax collections are at 93% as of December 31, compared to about 80% prior to being turned over to Walton County. Financials and payroll have been fully implemented with the new software system and utility billing system is slated to go live on February 11. She stated Mauldin & Jenkins will be here for two weeks starting on February 11 to begin the field work for the audit.

b. Customer Service & Drive-Thru Renovations

Mr. Chris Bailey explained the CIP budgeted project started in 2018, but did not get completed prior to yearend. He stated there will be an entire rework and rehabilitation of the drive-thru and customer service area. There are four drive-thru lanes, but only two of them work. The system and equipment are outdated and unavailable parts make repairs impossible. He discussed issues with lane spacing, speakers, microphones, lighting, security, and not being ADA compliant. Mr. Bailey explained there is \$225,000.00 allocated for additional offices, improvements, and this renovation project. He recommends using the Sizemore Group to design, build, bid, and act as the General Contractor for an amount not to exceed \$150,000.00. Sizemore would handle the project from start to finish. The new design will have three lanes and one will be ADA compliant with a ramp to the drop box.

Council and staff discussed the bidding and approval process when using a subcontractor for a project. They also discussed bid amounts, project pricing, and construction costs.

Council Member Larry Bradley questioned the reason for requesting the total project amount not to exceed \$150,000.00 opposed to approving the design of the project.

Mr. Bailey answered that it comes down to timing. The drive-thru is at a mission critical point and could go out completely at any time. He explained it would take several months for three or four designs to be drawn up, then brought to Council for approval before requesting bids. Due to the bid laws, the 30-day time frame for accepting bids would add a couple months, plus the time until the next Council Meeting to present the bids. He stated this process would add about three months, and construction prices are based on how busy companies are at the time. The project can be done more quickly by using the design build process. The same process has been used for the Police Department, Wastewater Treatment Plant, and CDBG Grant projects. Mr. Bailey explained all of these things combined is the reason for requesting the amount not to exceed \$150,000.00. The project would be revisited and the scope of the project would be scaled down should the price encroach upon that amount.

City Administrator Logan Propes stated the project can be broken apart if Council wants, but there is a real possibility there may not be an operable drive-thru for a couple of months.

The committee recommends to Council to renovate, with the amount not to exceed \$150,000.00.

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

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

Mr. Chris Bailey presented the monthly Airport Report. He stated the fuel sales were down dramatically with the construction and rain. He discussed the types of revenue sources generated at the Airport. The East Apron Rehabilitation and Expansion Project is in the final stages, and will be done within the next couple of weeks. Upon completion of the East Apron, the West Apron Taxiway Project will get started. Mr. Bailey stated on February 13 the Georgia Department of Transportation will be at the Airport for an inspection. He explained the City will be applying for funding from GDOT for the LPV approach in 2019.

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

Mr. Danny Smith presented the monthly Solid Waste Report. He explained the Street & Transportation Department will be redirecting the surface water drainage into the water treatment system prior to the EPD Review in 2020. The welding project was postponed due to the heavy volume at the Transfer Station during the holidays. Collections are back on schedule, except for limb and yard debris pick up, which should be caught up by the end of the week. He stated Christmas trees will be collected and requested the customers to remove stands and plastic from the trees. Mr. Smith stated the dumpsters in the Downtown District will be upgraded.

b. Monthly Streets & Transportation Report

Mr. Jeremiah Still presented the monthly Streets & Transportation Report. He stated the street crews are doing concrete repairs on the sidewalks and curbs. They will continue the sidewalks on Highland Avenue and Williams Street when the water line replacement is complete. He explained the right-of-way crews are currently in maintenance mode for the winter, and the leaf trucks are running every day.

4. Utilities**a. Monthly Electric & Telecom Report**

Mr. Brian Thompson presented the monthly Electric & Telecom Report. He stated the Spring Street Project trees have been delivered. They will be installing the lights, but are having to work around some Comcast fiber. He stated Windstream will have their equipment removed from the poles located on North Broad Street by Friday. The poles can then be removed, which will facilitate the drainage system installation. He is continuing to work on the situation with the pole that is located in front of Silver Queen. Mr. Thompson explained the telecommunication and electric services construction in the Stone Creek subdivision is going well. They are working on the utility distribution design changes to accommodate the town home development at the corner of 2nd Street and Broad Street. Mr. Thompson explained the first phase of the new CMTS install has been completed for all node groups, and the second CMTS has been delivered.

b. Monthly Water, Sewer, Gas, & Stormwater Report

Mr. Rodney Middlebrooks presented the monthly Water, Sewer, Gas, & Stormwater Report. He stated the steel gas main replacement on Bryant Road has been completed, and Young Street will be completed by next week. The surveyors are working on the 2018 CDBG and Alcovy River Sewer Extension Projects. He explained the sheetrock has been delivered for the water treatment plant remodel, and the project should be completed by the end of February. The concrete in the alleyway from the Livery Stable to Spring Street has been completed. He stated the gas lanterns should be installed at the front of City Hall by next week.

5. Public Safety**a. Monthly Fire Report**

Fire Chief Bill Owens presented the monthly Fire Report. He stated there has been a slight increase in fire calls. The Firefighter II Program has started throughout the department. He explained the recruit program is starting this month and will be open to the citizens.

b. Monthly Police Report

Police Chief R.V. Watts presented the monthly Police Report. He stated November had the lowest number of calls for service for the year. The department assisted the FBI and GBI with an ongoing case in the City. Officers participated in ten community events. He discussed the Shop with a Hero Event. Chief Watts stated the event had the largest sponsorship ever, and it is a true blessing to participate and make a difference. They gave the Hurricanes a Police Escort outside the City.

Mayor, Council, and staff discussed the littering situation, along with possible solutions.

6. Planning & Code**a. Monthly Code Report**

Mr. Patrick Kelley presented the monthly Code Report. He stated there are five new businesses and six residential home-based business that closed. Demolition has started on the redevelopment at the corner of South Broad and Spring Street, and they are almost ready for permits. He suggested reestablishing a relationship for trustees to start picking up trash again. Mr. Kelley explained the Final Plat for Phase I of the Stone Creek Subdivision will be on the agenda for approval next week; it will include the top 49-lots.

7. Economic Development**a. Monthly Economic Development Report**

Ms. Sadie Krawczyk presented the monthly Economic Development Report. She explained Major Humphreys held a crowdfunding campaign using the tool promoted by the City to the local businesses. The campaign was successful, and they met their goal. The Young Gamechangers introduction to Monroe will be Thursday, January 31 through Friday, February 1. The Annual Downtown Celebration will be a dessert celebration, which will be held at the Wayfarer Livery Stable on January 29. Ms. Krawczyk gave an update on the Downtown Development Revolving Loan Fund Projects. She explained the projects are low interest rate loans that are available as part of the Main Street Community. The renovation type project loans are through the Georgia Cities Foundation or the Department of Community Affairs. The current projects are: Your Pie, LR Burger, Walton Mill, 110 & 114 West Spring Street, John's Supermarket, and 320 South Madison Avenue. She also discussed the 2019 Event Calendar.

III. ITEMS OF DISCUSSION

- 1. Rezone – 1600 East Church Street**
- 2. 1st Reading – Historic Preservation Commission Membership Ordinance Amendment**
- 3. 1st Reading – Performance and Maintenance Bonds Ordinance Amendment**
- 4. Resolution – Open Records Officer**
- 5. Approval – Election Qualifying Fees**

There was a general discussion on the above items, except Item 3. 1st Reading – Performance and Maintenance Bonds Ordinance Amendment was removed from the Agenda pending further work. There was no action taken.

IV. ITEMS REQUIRING ACTION

1. Election of Vice-Mayor

To elect Wayne Adcock as Vice-Mayor.

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

2. Appointment – Council Representative to DDA

To appoint Ross Bradley as Council Representative to DDA.

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

V. ADJOURN

*Motion by Malcom, seconded by R. Bradley.
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, Les Russell, Gary Hobb, Harold Patterson, Anne Patterson, Andrea Gray, Lee Rowell, Angie Putman, Doug Miller, David Clemons, Jenna Lo, Mike Zech, Judy Zech, Joe Masino, Barney Howard, Rob Howard, Jason McCart, George Baker III, Steven Giles, Andrea Hill, Andrew Tripp

I. CALL TO ORDER – JOHN HOWARD

1. Invocation

Council Member Larry Bradley 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. 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 Renovations – Approval of renovations with the amount not to exceed \$150,000.00. (Recommended for Council approval by Finance Committee January 8, 2019)

To approve the consent agenda as presented.

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

II. PUBLIC PRESENTATION

1. YMCA

Ms. Angie Putman, Executive Director of YMCA, discussed the benefits of bringing a Greater Walton YMCA to Monroe. She stated everyone benefits from the YMCA; they help people with rehabilitation and teach swim lessons. She discussed the after school program, day camp, and summer camp for kids. It is believed a YMCA would have about 8,000 members if one were built in Walton County. Ms. Putman explained there is financial assistance and scholarships for people who can't afford membership fees. The Community Needs Assessment shows that a pool is the biggest thing people want in Monroe. She stated YMCA food bank feeds 50 families every month. She discussed the history and testaments of several of the YMCA members. Ms. Putman detailed some of the different programs offered: swim team, swim lessons, basketball, exercise classes, senior citizen classes, silver sneakers, and aqua exercises. They feel the community would benefit greatly from having a YMCA. She explained that Mr. Rowell has donated 15 acres of land, with another 15 acres promised. She also discussed the research they have collected, such as the Critical Pathway Plan, Community Needs Research, Feasibility Study, and Board Readiness Survey.

Dr. Andrea Hill, with Monroe Pediatrics, discussed the rising obesity problem in America, especially with children. She stated that kids and families don't have affordable places to workout. She discussed the benefits of the YMCA. They are rigorous in their requirements, and the membership fees are affordable. She explained there is no good place for children to learn to swim in Walton County.

No Action.

III. PUBLIC FORUM

1. Public Comments

No one signed up for public comments.

IV. OLD BUSINESS

1. Rezone – 1600 East Church Street

Mr. Darrell Stone explained the applicant requested the item to be tabled. They need additional time to provide the information and covenants as requested.

To table the rezone until next month.

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

V. NEW BUSINESS

1. 1st Reading – Historic Preservation Commission Membership Ordinance Amendment

City Attorney Paul Rosenthal presented the first reading of the ordinance.

2. Resolution – Open Records Officer

To approve the resolution as presented.

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

3. Approval – Election Qualifying Fees

To approve the qualifying fees for the 2019 Election as specified in the Georgia Code.

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

4. Resolution – Authorizing Execution of Intergovernmental Contract with URA

City Attorney Paul Rosenthal stated this legal document allows the City to take the next step in financing the Police Department renovations.

City Administrator Logan Propes explained the process for financing the renovation of Walton Plaza for the new Municipal Court Complex. The new Urban Redevelopment Agency, which is vested with the same members of the Downtown Development Authority, gives the City a new tool for redevelopment. He explained the City will be issuing Private Placement Bonds of about \$3,600,000, for a really good interest rate. This will allow the City to further our redevelopment plan which was put in place over ten years ago. The existing Police Station will be sold, which will help finance the payback of the bond loans. Mr. Propes introduced Andrew Tripp with Stifel, Nicolaus & Company, as the Placement Agent.

Mr. Andrew Tripp explained it is approximately a 10-year bond and the principle repayment will begin in about 21 months. It is a single instrument bond, which means there is one purchaser. He stated proposal requests were sent to 18 different institutions, such as national banks, super regional banks, and local banks. Only 5 out of the 18 submitted proposals, with interest rates ranging from 2.46% to 3.34%. Mr. Tripp stated the interest rates are tax exempt, and the most advantageous is 2.46% from JP Morgan Chase Bank. A bond with that interest rate can then be reinvested through the State Treasurer's Office at a rate of 2.35%. He explained the City would effectively be earning the same as paying, so it would be a neutral amount.

To approve the resolution as presented.

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

5. Downtown Green Pre-remediation Environmental Sampling

City Administrator Logan Propes discussed the agreement with Envirorisk Consultants, Inc. (ERS) for the sampling and remediation on the Downtown Green Property. The Georgia Environmental Protection Division has requested sampling in three areas to satisfy some additional requirements. He explained the additional information is needed to help get the property into the Brownfield Program and make it a usable greenspace for the public. The proposed cost for the additional sampling and reporting is \$11,500.00. He explained to date the City has spent \$50,001.00 on all of the sampling and reporting. The total cost will be between \$200,000.00 and \$250,000.00 when the full remediation process is complete.

To approve the pre-remediation environmental sampling and reporting costs by ERS in the amount of \$11,500.00.

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

6. Development Agreement Stonecreek Subdivision

City Attorney Paul Rosenthal discussed the Stonecreek Subdivision Development Agreement. He explained the agreement will essentially allow Mr. Dixon to proceed with Phase I of the project, and allow the City to accept the final plat. He stated the development agreement requires Mr. Dixon to do certain things in exchange of the City accepting the roads and the public right-of-way on Phase I. Mr. Rosenthal suggested approval of the agreement should be subject to final review and approval by his office, because there are still some minor changes to be made on the agreement. Performance bonds and maintenance bonds will be required for the infrastructure and the roads. There will only be one Certificate of Occupancy issued, until the amenities package gets installed entirely. He stated there are 49 lots in Phase I. The building permits can be gotten, but only one Certificate of Occupancy can be issued until all of the infrastructure and the amenities package are installed and completed.

Council Member Larry Bradley questioned whether Council Member David Dickinson and Council Member Lee Malcom were okay with the agreement without having a chance to review it in advance.

Council Member David Dickinson stated that he is okay with the agreement.

To approve the development agreement, subject to final review and approval by the City Attorney.

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

7. Stonecreek Subdivision Final Plat

City Attorney Paul Rosenthal presented the Final Plat of Phase I of the Stonecreek Subdivision for approval. He stated the plat consists of 49 of the 125 lots. There may be some additional signature lines required on the front of the plat by the Utility Department, but those will all be cleaned up in accordance with their specs. He explained this will be the acceptance of the right-of-ways to the temporary cul-de-sac next to the stormwater pond on Phase I of the Stonecreek Subdivision.

To approve the Final Plat of Phase I of the Stonecreek Subdivision as presented.

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

VI. ADJOURN

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

**STRATEGIC PLANNING & DEVELOPMENT RETREAT
THE LIVERY STABLES
123 NORTH LUMPKIN STREET
MONROE, GA 30655**

I. CALL TO ORDER – JOHN HOWARD

All Council Members were present except Myoshia Crawford and Norman Garrett. Also present were City Administrator Logan Propes, City Clerk Debbie Kirk, City Attorney Paul Rosenthal, Mike Eckles, Randy Camp, David Butler, Darrell Stone, Patrick Kelley, and Sadie Krawczyk.

To approve the agenda as presented.

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

II. NEW BUSINESS

1. Sprawl Mitigation Planning

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

2. Future Land Use Map Update

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

3. Zoning Map Updates

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

4. Sidewalk Master Planning Updates

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

5. Redevelopment Plan Update

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

6. Expansion of the Central Business District & Entertainment District

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

7. R1A Update

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

8. R2 Standards Enhancements

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

9. Zoning Revisions, De-annexations

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

10. Corridor Design Overlay Standards

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

11. Gateway Signage

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

12. Traffic Calming Studies

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

13. Property Maintenance Initiatives

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

14. Downtown Green Design

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

15. Other Business, Unfinished Business, & Wrap Up

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

III. ADJOURN

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

MAYOR

CITY CLERK

Historic Preservation Commission
Meeting Minutes
January 29, 2019

Present: Mitch Alligood
Marc Hammes
Susan Brown
Crista Carrell
Fay Brassie

Absent: None

Staff: Patrick Kelley, Director of Code & Development
Debbie Adkinson, Code Department Administrative Assistant
Darrell Stone, Director of Planning and Development

Visitors: Carlton Swords, Kerri Brooks, Charlie Brooks, Jim Laird

Meeting called to order at 6:00 P.M.

Chairman Alligood entertained a motion for approval of the minutes from November 27, 2018. Carroll made a motion to approve. Brassie seconded. Motion Carried. Minutes approved.

The first item of business is an application for COA for petition # 19-00010 at 221 West Highland Avenue. The applicant, Charles and Kerri Brooks request a COA to install a fence to enclose the back yard of their property.

Charles Brooks spoke to the request. He stated they want to place a fence in the back yard of black chain link on three sides and the front of the fence will be a Crossbuck type wood fence with 2 x4 welded wire mess screen to keep pets and children contained.

Brassie: Will the wood be painted or unpainted?

Brooks: it will natural with a clear coat being added after the curing process of the wood.

Chairman Alligood opened the hearing for any comments from the public. Being none he entertained a motion.

Carroll made a motion to approve. Hammes seconded. Motion carried unanimously. COA Granted.

The Second item of business is an application for a COA for petition # 19-00097 at 802 South Broad Street. The applicant Carlton Swords requests a COA for the exterior changes being made on the house to repair fire damage.

Carlton Swords spoke to the request. He stated he was not aware that he had to come before Commission. When the property was purchased it had aluminum and vinyl siding on the front of the house. It had a fire before it was purchased by him. When he removed the siding he realized the original siding was damaged about 3 ft up. He installed rock to cover this damage and felt the rock would enhance the front. The pictures of before and after were a part of the application.

Brassie: Is the rock below the fencing?

Swords: It is below the windows and will not be visible once the banisters on the porch are reinstalled. He will pressure wash and paint the existing wood.

Kelley: He stated the house was an eye sore before Mr. Swords repaired it and the interior is a gem. He wasn't aware he was in the historic district.

Brassie: will the rock go all the way around the house?

Swords: No it's only on the front.

Chairman Alligood asked for public comments. Being none he entertained a motion.

Hammes made a motion to approve. Brassie seconded. Motion carried unanimously. COA Granted.

New Business:

Chairman Alligood asked if they could have a copy of the Historic District Map.

Kelley stated a new Zoning map is being adopted soon and the Historic District is super imposed on it. They are working on assembling a list of all the parcels in those polygons so that the City can start notifying people when utilities are turned on or permitting will be made aware that they are in a Historic District and need to be under the Commissions Purview.

Chairman Alligood asked how to add houses to the historic district?

Kelley stated Commission can petition for additions to the Historic District.

Brown stated her email address was wrong on the new list of Commission Members.

Old Business:

Brassie brought back the side lights on the Jackson Street house still have not been removed and changed out to the smaller ones. She questioned the lights on the top of the building at 100 S Broad Street being allowed.

Kelley: There lighting is festoon lighting and not the neon outline lighting or led. We will address the lighting with them as they proceed.

Chairman Alligood entertained a motion to adjourn. Brown moved to adjourn. Hammes seconded.

Meeting Adjourned at 6:14 pm



To: Finance Committee, City Council
From: Beth Thompson, Finance Director
 Les Russell, Director of Human Resources
Department: Finance
Date: 02/05/2019
Subject: Renewal – Health & Ancillary Insurance

Budget Account/Project Name: xxx-xxxx-512100
Funding Source: Group Insurance

Budget Allocation:	\$2,235,600.00	
Budget Available:	\$2,235,600.00	
Requested Expense:	Est. Max \$2,300,000.00	Company of Purchase: MSI Benefits

Description:
 Staff recommends that the City Council APPROVE the 2019 health and ancillary insurance policies as presented through Aetna HCC, Delta Dental, Standard, and Aetna Vision.

Background:
 The City of Monroe has partnered with MSI Benefits Group. The City will continue to be partially self-insured while seeking aggregate and specific reinsurance coverages to hedge maximum costs. Renewal will take effect on April 1, 2019, with open enrollment in late February. The group size has grown from 183 employees covered in FY 2018 to 209 for FY 2019. The renewal bid includes a proposed laser liability of \$285,000 for one potential large claim. While this factor, plus the growth in group size causes the total expense to exceed the budgeted allocation, it should be noted that this is for a 9-month plan period, with the anticipation of going to bid again in September and truing up to a calendar plan year. The proposed laser amount is set higher than real claims are anticipated to accrue. Additionally, the plan is performing extremely well for this fiscal plan year currently running at 59% of expected claims through December. It is estimated that claims for the year will be below \$1.6 million against the budget of \$2,073,718, which should be more than enough to cover any shortfall in the proposed 2019 budget.

The Wellness program will continue in 2019 and focuses on shifting the cost to the deductible as opposed to surcharges. With this change we are able to go to only 4 different classifications for contributions.

For the employee's contribution there will be a slight increase. The single rate will increase from \$11.53 to \$14.06 per pay period, with similar increases at the other classifications. This will offset the amounts from surcharges in the past plan year and the increase in plan costs

All ancillary benefits will remain in place at the same cost structure as 2018, due to the guaranteed 2-year rates contracted last year.

Attachment(s):

MSI overview of Benefits Renewals; employee bi-weekly contributions schedule



2019 Benefits Renewal



City of Monroe

Presented By: MSI Benefits Group, Inc.

February 5, 2019



- City changed to Meritain as claims administrator and Aetna as network provider
- Employee deductions were consolidated and reduced
- All enrollment elections were changed to an online electronic format
- Dental insurance changed to Delta Dental to improve access to local dentists (Rates guaranteed till April 2020)
- Voluntary vision plan changed to Aetna at a reduced cost (Rates guaranteed till April 2020)
- Basic Life renewed with Standard Life with no change in COST (Rates guaranteed till April 2020)

All employee deductions would be uniform

Bi-Weekly Deductions (26)		
	<u>Current</u>	<u>Proposed</u>
Employee	\$11.53	\$14.06
Employee & Spouse	\$146.81	\$151.87
Employee & Children	\$146.81	\$151.62
Employee & Family	\$172.86	\$180.70

- This change would eliminate the tobacco surcharge (45 employees affected) and the non-wellness surcharge (9 employees affected)
- Proposed deduction changes would offset the surcharges no longer being collected (\$22,594)

Proposed 2019 Changes

City would increase the standard plan deductible to \$1,750 and increase the maximum out-of-pocket to \$3,000

Proposed Plan Changes		
	<u>Current</u>	<u>Proposed</u>
Deductible	\$500	\$1,750
Out of Pocket Maximum	\$2,000	\$3,000

The proposed change will reduce paid claims by approximately 6%.

Proposed 2019 Changes

City would provide employees the opportunity to lower their deductible through participating in the wellness program

Deductible Credits	
Body Mass Index	\$250
Cholesterol Ratio	\$250
Blood Pressure	\$250
Non-Tobacco	<u>\$500</u>
Total available credits	\$1,250

Employees who fully participate would see no increase in their deductible

If all employees average out to a \$1,000 deductible the net expected change in claims would be approximately a 4% decrease



2017 – 2018 Claims

Contract Period: 4/1/2017 - 3/31/2018			
Specific Deductible: \$50,000			
Aggregated Specific Deductible: \$80,000			
	Employee	Emp/Sp	Emp/Ch
Aggregate Factors:	\$530.84	\$1,429.62	\$1,429.62

2017 / 2018	Emp	Emp/SP	Emp/Ch	Family	Total	Estimated Attachment Point		Claims Paid this Month *	Less Specific Deductible	Less Specific Reimburse	Cumulative Claims Paid
						Monthly	Cumulative				
April	102	26	8	41		\$ 161,367	\$ 161,367	\$ 90,550			\$ 90,550
May	108	26	7	41		\$ 163,123	\$ 324,490	\$ 158,403			\$ 248,953
June	107	25	6	42		\$ 161,162	\$ 485,652	\$ 137,296			\$ 386,250
July	109	24	5	41		\$ 157,935	\$ 643,587	\$ 83,424			\$ 469,674
August	107	24	6	41		\$ 158,303	\$ 801,890	\$ 114,326			\$ 584,000
September	106	25	6	42		\$ 160,631	\$ 962,521	\$ 61,692			\$ 645,692
October	109	25	6	43		\$ 163,653	\$ 1,126,175	\$ 225,154			\$ 870,846
November	108	27	6	44		\$ 167,411	\$ 1,293,586	\$ 126,599			\$ 997,445
December	110	27	4	47		\$ 169,903	\$ 1,463,489	\$ 218,902			\$ 1,216,346
January	110	26	4	48		\$ 169,903	\$ 1,633,392	\$ 198,356			\$ 1,414,703
February	108	27	4	49		\$ 171,700	\$ 1,805,092	\$ 21,525			\$ 1,436,228
March	115	28	4	52		\$ 181,135	\$ 1,986,227	\$ 227,037			\$ 1,663,265
Total						\$ 1,986,227		\$ 1,663,265		\$ 135,874	\$ 1,527,391

1. Total Claims Paid Under Aggregate Coverage:	\$ 1,527,391
2. Cumulative Estimated Attachment Point:	\$ 1,986,227
3. Loss Ratio (1/2):	76.90%
4. Dollar Claims Exceeding Attachment Point: \$0	\$ -

- 3 lasers - \$375,000 not included



2018 – 2019 Claims

Contract Period: 4/1/2018 - 3/31/2019
 Specific Deductible: \$60,000
 Aggregated Specific Deductible: \$80,000

Employee
 Aggregate Factors: \$924.00

2017 / 2018	Emp	Dependents	Estimated Attachment Point		Claims Paid this Month *	Less Specific Deductible	Less Specific Reimburse	Cumulative Claims Paid
			Monthly	Cumulative				
April	201	81	\$ 185,724	\$ 185,724	\$ -			\$ -
May	198	82	\$ 182,952	\$ 368,676	\$ 89,197			\$ 89,197
June	203	84	\$ 187,572	\$ 556,248	\$ 52,816			\$ 142,013
July	203	84	\$ 187,572	\$ 743,820	\$ 131,797			\$ 273,810
August	200	82	\$ 184,800	\$ 928,620	\$ 148,612			\$ 422,423
September	198	83	\$ 182,952	\$ 1,111,572	\$ 128,947			\$ 551,369
October	199	84	\$ 183,876	\$ 1,295,448	\$ 123,422			\$ 674,791
November	203	84	\$ 187,572	\$ 1,483,020	\$ 208,412			\$ 883,203
December	204	85	\$ 188,496	\$ 1,671,516	\$ 150,356	\$ (44,394)		\$ 989,165
January			\$ -	\$ 1,671,516				
February			\$ -	\$ 1,671,516				
March			\$ -	\$ 1,671,516				
Total			\$ 1,671,516		\$ 1,033,559			\$ 989,165

1. Total Claims Paid Under Aggregate Coverage:	\$ 989,165
2. Cumulative Estimated Attachment Point:	\$ 1,671,516
3. Loss Ratio (1/2):	59.18%
4. Dollar Claims Exceeding Attachment Point: \$0	\$ -

- Plan year claims expected to be under \$1.6M
- \$85,043 run out claims not included in above totals



Medical Options

	Current	Renewal	Option - Laser	Option - Laser
	Meritain / Aetna	Meritain / Aetna	Meritain / Aetna	Meritain / Aetna January 1
TPA				
Administrative Charge	\$29.00	\$29.00	\$29.00	\$29.00
Teledoc	\$3.20	\$3.20	\$3.20	\$3.20
Disease Management	\$4.40	\$4.40	\$4.40	\$4.40
PPO Access	\$0.00	\$0.00	\$0.00	\$0.00
Broker Fee	\$22.00	\$22.00	\$22.00	\$22.00
Specific (\$60,000) <i>Includes aggregating \$80,000 specific</i>				
Emp	\$123.39	\$214.88	\$161.98	\$132.66
Emp & Family	\$123.39	\$214.88	\$161.98	\$132.66
Aggregate	\$5.86	\$9.08	\$9.08	\$9.90
Expected Claim Liability				
Emp	\$739.20	\$813.29	\$813.29	\$804.38
Emp & Family	\$739.20	\$813.29	\$813.29	\$804.38
Maximum Claim Liability				
Emp	\$924.00	\$1,016.61	\$1,016.61	\$1,005.48
Emp & Family	\$924.00	\$1,016.61	\$1,016.61	\$1,005.48
Excluded - Lasers	\$0	\$0	\$375,000	\$285,000

Reinsurance proposals are still under evaluation



Medical Summary

		Current	Renewal - 12 months	Renewal - 12 months - Laser	Renewal - January 1 - Laser
		Meritian/Aetna	Meritian/Aetna	Meritian/Aetna	Meritian/Aetna
Admin Fixed Cost		\$58.60	\$58.60	\$58.60	\$58.60
Insurance Fixed Cost	Emp	12 month \$129.25	12 month \$223.96	12 month \$171.06	9 month \$142.56
	Emp & Dep	\$129.25	\$223.96	\$171.06	\$142.56
Expected Claims	Emp	\$739.20	\$813.29	\$813.29	\$804.38
	Emp & Dep	\$739.20	\$813.29	\$813.29	\$804.38
Maximum Claims	Emp	\$924.00	\$1,016.61	\$1,016.61	\$1,005.48
	Emp & Dep	\$924.00	\$1,016.61	\$1,016.61	\$1,005.48
Total Expected Cost	Emp	\$927.05	\$1,095.85	\$1,042.95	\$1,005.54
(Fixed Cost + Expected Claims)	Emp & Dep	\$927.05	\$1,095.85	\$1,042.95	\$1,005.54
Lasers (Excluded)		\$0.00			
38 waived	Emp	119	119	119	119
	Emp & Dep	84	84	84	84
Administrative Fixed Cost		\$142,750	\$142,750	\$142,750	\$107,062
Insurance Fixed Cost		\$314,853	\$545,567	\$416,702	\$260,457
Total Fixed Cost		\$457,603	\$688,316	\$559,452	\$367,519
Annual EXPECTED Claims		\$1,800,691	\$1,981,174	\$1,981,174	\$1,469,602
Annual Maximum Claims		\$2,258,294	\$2,669,491	\$2,540,626	\$1,837,122
Fixed + Expected Claims		\$2,115,544	\$2,526,741	\$2,397,877	\$1,730,059
Laser Liability				\$375,000	\$285,000
Claims at 59% of aggregate through December. Expect claims to be below \$1.6M					
Employee Deductions		\$208,599	\$208,599	\$208,599	\$156,449
Annualized Expected cost \$2.3M					



To: Finance Committee, City Council
From: Beth Thompson, Finance Director
Department: Finance
Date: 2/5/2019
Subject: Property and Casualty Insurance Renewals

Budget Account/Project Name: xxx-xxxx-523101

Funding Source: Operating Budget All Departments

Budget Allocation: \$451,192

Budget Available: \$451,192

Requested Expense: \$375,412

Company of Purchase: TBD, administered by Saville Risk Management

Description:

Staff recommends the approval of property and casualty insurance renewals.

Background:

The City of Monroe has again partnered with Saville Risk Management for the renewal of property and casualty insurance. The term of the renewal will be April 6, 2019 to April 6, 2020.

Attachment(s):

Property and Casualty renewal cost schedule.

**City of Monroe
Property Casualty Insurance Summary (2019-20)**

COVERAGE	EXPIRING PREMIUM	PROPOSED PREMIUM	CARRIER	EXPIRING LIMITS	PROPOSED LIMITS		EXPIRING DEDUCTIBLE	PREMIUM DEDUCTIBLE
GENERAL LIABILITY	\$211,792	\$213,359	State National (A:8)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Event Limit/General Total Limit	\$10,000	\$10,000
Products & Completed Work	Included	Included	State National (A:8)	\$3,000,000	\$3,000,000	Total Limit	\$10,000	\$10,000
Personal Injury	Included	Included	State National (A:8)	\$1,000,000	\$1,000,000	Each Person Limit	\$10,000	\$10,000
Advertisement Injury	Included	Included	State National (A:8)	\$1,000,000	\$1,000,000	Each Person Limit	\$10,000	\$10,000
Premises Damage	Included	Included	State National (A:8)	\$1,000,000	\$1,000,000		\$10,000	\$10,000
Medical Payments	Included	Included	State National (A:8)	\$5,000	\$5,000		\$10,000	\$10,000
Sewer Back-up	Included	Included	State National (A:8)	Included	Included		\$10,000	\$10,000
Failure to Supply	Included	Included	State National (A:8)	\$1,000,000	\$1,000,000		\$10,000	\$10,000
EMPLOYEE BENEFITS LIABILITY Retro Date: NONE	Included	Included	State National (A:8)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Wrongful Act/Total Limit	None	None
AUTOMOBILE LIABILITY	\$113,422	\$123,340	State National (A:8)	\$1,000,000	\$1,000,000		\$10,000	\$10,000
Uninsured/ Underinsured Motorist	Included	Included	State National (A:8)	\$100,000	\$100,000		\$10,000	\$10,000
Medical Payments	Included	Included	State National (A:8)	\$5,000	\$5,000		\$10,000	\$10,000
Total Number of Autos/Trailers				190 Units / 56 Trailers	202 Units / 59 Trailers	Premium increase is due to 12 Unit/3 Trailer increase		
AUTOMOBILE PHYSICAL DAMAGE								
Comprehensive/Collision	Included	Included	State National (A:8)	ACV	ACV		\$1,000	\$1,000
Hired Car Physical Damage	Included	Included	State National (A:8)	ACV	ACV		\$1,000	\$1,000
Total Number of Autos/Trailers				167 Units / 30 Trailers	175 Units / 33 Trailers			
CRIME	Included	Included	State National (A:8)					
Employee Theft	Included	Included	State National (A:8)	\$250,000	\$250,000	Per Loss	\$1,000	\$1,000
Forgery or Alteration	Included	Included	State National (A:8)	\$250,000	\$250,000	Per Employee	\$1,000	\$1,000
Inside Premises (Money & Securities)	Included	Included	State National (A:8)	\$75,000	\$75,000	Per Loss	\$1,000	\$1,000
Outside Premises	Included	Included	State National (A:8)	\$75,000	\$75,000	" "	\$1,000	\$1,000
Computer Fraud	Included	Included	State National (A:8)	\$250,000	\$250,000	Per Loss	\$1,000	\$1,000
Logan Propes Bond	\$140	\$140	Travelers (A:15)	\$50,000	\$50,000		\$0	\$0
Debbie Kirk Bond	\$175	\$175	Travelers (A:15)	\$50,000	\$50,000		\$0	\$0
PROPERTY	Included	Included	State National (A:8)					
Blanket Building & Personal Property	Included	Included	State National (A:8)	\$52,582,917	\$52,582,917	Blanket, Replacement Cost, 90% Co	\$5,000	\$5,000
Monroe Art Gallery on Broad Street	Included	Included	State National (A:8)	\$500,000	\$500,000	Actual Cash Value, 90% Co	\$5,000	\$5,000
Valuable Papers	Included	Included	State National (A:8)	\$100,000	\$100,000		\$5,000	\$5,000
Equipment Breakdown	Included	Included	State National (A:8)	Included	Included	Deductible exceptions: \$10/HP, \$30/KW-\$5,000 Min.	\$5,000	\$5,000
EDP	Included	Included	State National (A:8)	\$150,000	\$150,000		\$5,000	\$5,000
Flood	Included	Included	State National (A:8)	\$10,000,000	\$10,000,000	100 and 500 year flood plains, as defined by FEMA, are excluded	\$50,000	\$50,000
Earthquake	Included	Included	State National (A:8)	\$10,000,000	\$10,000,000		\$50,000	\$50,000
INLAND MARINE								
Contractor's Equipment	Included	Included	State National (A:8)	\$3,095,808	\$3,069,378		\$1,000	\$1,000
Unscheduled Property	Included	Included	State National (A:8)	\$75,000	\$75,000	\$2,500 maximum per item	\$1,000	\$1,000
Non-Owned Contractors Equipment	Included	Included	State National (A:8)	\$75,000	\$75,000	\$250,000 per occurrence	\$1,000	\$1,000
Fine Arts - Sculptures	Included	Included	State National (A:8)	\$100,000	\$100,000	\$39,250 maximum per item	\$1,000	\$1,000
LAW ENFORCEMENT LIABILITY	Included	Included	State National (A:8)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Wrongful Act Limit/Total Limit	\$10,000	\$10,000
PUBLIC ENTITY MANAGEMENT LIABILITY	Included	Included	State National (A:8)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Wrongful Act Limit/Total Limit	\$10,000	\$10,000
EMPLOYEE PRACTICES LIABILITY Retro Date: 6/4/2000	Included	Included	State National (A:8)	\$1,000,000/\$3,000,000	\$1,000,000/\$3,000,000	Each Wrongful Offense Limit/Total Limit	\$10,000	\$10,000
UMBRELLA (excludes Failure to Supply)	\$23,150	\$24,331	State National (A:8)	\$1,000,000/\$1,000,000	\$1,000,000/\$1,000,000	Each Event Limit/General Total Limit	\$10,000	\$10,000
ID FRAUD	\$650	\$650	Travelers (A:15)	\$5,000	\$5,000		\$0	\$0
CYBER LIABILITY	\$6,408	\$6,408	Allied World (A:15)	\$1,000,000/\$1,000,000	\$1,000,000/\$1,000,000	Each Event Limit/General Total Limit	\$2,500	\$2,500
Tax and Fees	\$464	\$464		\$1,000,000	\$1,000,000	Crisis Management & Data Forensics	\$2,500	\$2,500
AIRPORT LIABILITY	\$5,950	\$6,545	Endurance (A:15)	\$5,000,000/\$10,000,000	\$5,000,000/\$10,000,000	Each Event Limit/General Total Limit	None	\$1,500
TOTAL PREMIUM	\$362,151	\$375,412						

The Cyber Liability coverage has been expanded to broader coverage for an annual premium of \$6,408 (\$1,816 additional premium plus tax). The deductible increased from \$1,000 to \$2,500.

IMPORTANT: This summary sheet is for informational purposes only and does not supersede the proposal or policy.



To: Finance Committee, City Council

From: Beth Thompson, Finance Director

Department: Finance

Date: 2/5/2019

Subject: Utility Deposit Policy Update

Budget Account/Project Name: n/a

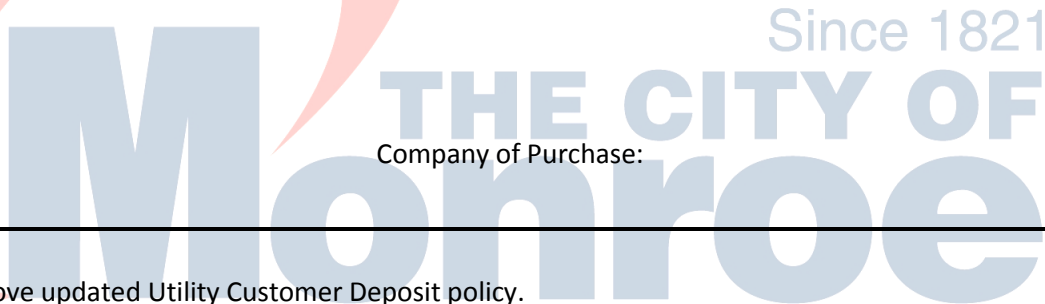
Funding Source: n/a

Budget Allocation:

Budget Available:

Requested Expense:

Company of Purchase:



Description:

Asking Council to approve updated Utility Customer Deposit policy.

Background:

The current policy reads:

“Full service residential customers with at least five (5) years of uninterrupted service are eligible to receive a refund of their security deposit. Eligible customers will be refunded down to a \$50.00 homeowner’s deposit. The deposit refund will be applied directly to the customer’s account for eligible customers annually each February.”

I am asking Council to update the policy to read:

“Residential customers with at least five (5) years of uninterrupted service are eligible to receive a refund of their security deposit. The deposit refund, plus interest, will be applied directly to the customer’s account for eligible customers during the month after the fifth year of uninterrupted service.”

This would apply to deposit refunds going forward and for anyone who requests the \$50 to be applied to their account, if they have previously been credited for their deposit.

Attachment(s): n/a



To: City Council
From: Brian Thompson
Department: Telecom
Date: 02/05/2019
Subject: CallTower Resale Partner Agreement

Budget Account/Project Name: N/A

Funding Source: N/A

Budget Allocation: \$0.00

Budget Available: \$0.00

Requested Expense: \$0.00

Company of Purchase: CallTower

Description:

Enter into agreement to resale hosted phone services with CallTower (BroadRiver)

Background:

BroadRiver was purchased by CallTower. CallTower offers hosted service that we are asked to provide from time to time. We need to enter into this agreement to be able to provide these advanced services.

Attachment(s):2

Resale / Channel Partner Agreement
Price List



CALLTOWER RESELLER/WHITE LABEL PARTNER AGREEMENT

This Reseller/White Label Partner Agreement (this “Agreement”), effective, _____ 2018 is entered into by and between CallTower Inc. (herein referred to as “CallTower”) having its principal place of business at 10701 S. River Front Pkwy Suite 450 South Jordan, UT 84095 and _____ (herein referred to as the “Reseller/White Label Partner”), having its principal place of business at _____.

1. Relationship of the Parties.

The relationship between CallTower and Reseller/White Label Partner is that of supplier and purchaser and nothing herein contained shall be deemed to establish or otherwise to create a relationship of principal and agent, partners, fiduciaries or joint venturers between CallTower and Reseller/White Label Partner. Reseller/White Label Partner represents that it is an independent contractor, which will not be deemed an agent of CallTower for any purpose whatsoever and neither Reseller/White Label Partner nor any of its agents or employees will have any right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of CallTower. This Agreement is not a franchise agreement and does not create a franchise relationship between the parties. If any provision of this Agreement is deemed to create a franchise between the parties, then those provisions shall be deemed void and will automatically terminate as if such provision had been deemed unenforceable pursuant to Section 12 of this Agreement.

2. Definitions and Exhibits.

Capitalized words and phrases will have the defined meanings set forth in the applicable provisions of this Agreement and attached Exhibits. The following exhibits, attached hereto, are an integral part of this Agreement and are incorporated herein by reference.

- Exhibit A: Wholesale Comparison Matrix
- Exhibit B: Equipment Pricing, if applicable

3. Term and Termination.

This Agreement shall be in effect for three (3) years (the “Initial Term”) beginning on the first day of the first full billing month following the later to occur of: (a) execution of this Agreement by both parties; and (b) the commencement of Services (defined below) from CallTower to Reseller/White Label Partner

and its end- user customers (“End-Users”).

This Agreement automatically shall be renewed for successive twelve (12) month periods (the “Renewal Term”) unless this Agreement is terminated by either party providing written notice to the other party at least thirty (30) days prior to the end of the then-current Term. (The “Initial Term” and/or the “Renewal Term” sometimes are referred to herein as the “Term.”)

Either party may terminate this Agreement for cause sixty (60) days after sending written notice to the other party upon: (I) the other party making false representations, reports or claims to the terminating party or to any third party (including End-Users) in connection with this Agreement or the Services; (ii) the other party’s willful misconduct; (iii) the other party’s conduct being disparaging to the terminating party or the Services; (iv) the other party’s failure to perform its obligations set forth herein in all material respects and such failure continuing uncured for a 30-day period following receipt of notice of same; (v) the other party’s negligent or willful violation of any law, rule or regulation or final cease-and-desist order related to the terms of this Agreement or the Services and such violation continuing uncured for a 30-day period following receipt of notice of same; (vi) insolvency, bankruptcy or any similar proceedings filed by or against the other party; or (vii) the other party being in material breach of any provision of this Agreement and such breach continuing uncured for a 30-day period following receipt of notice of same.

In addition to the foregoing, CallTower may terminate this Agreement for cause (i) upon Reseller/White Label Partner’s failure to pay timely all undisputed sums due CallTower; (ii) upon Reseller/White Label

Partner’s assignment or attempted assignment of all or any part of this Agreement or any of its duties except as permitted under this Agreement; or (iii) in the event Reseller/White Label Partner becomes insolvent or ceases to pay any and/or all of its other debts as they mature in the ordinary course of business or makes an assignment for the benefit of its creditors.

Upon termination for cause by either party, CallTower may cease to provide Services to Reseller/White Label Partner and Reseller/White Label Partner shall be responsible for all amounts due CallTower. In the event of Reseller/White Label Partner’s default, (i) CallTower may exercise any right available to it at law or equity, and (ii) CallTower may, and Reseller/White Label Partner specifically consents to CallTower, (x) continuing to provide the Services to Reseller/White Label Partner’s End-Users, (y) using the CallTower brand with respect to such Services and (z) billing Reseller/White Label Partner’s End-Users directly and collecting fees directly from Reseller/White Label Partner’s End-Users. In the event of termination, the parties shall cooperate in good faith to provide for an orderly transition and to ensure continuity of Services to End-Users.

4. Services, Licenses, & Pricing.

CallTower will provide Reseller/White Label Partner, for resale to its customers, with CallTower Connect licenses, cloud communications, equipment and hardware, and related network products and services (collectively “Services”) at rates and charges established by CallTower (collectively “Pricing”), as described in Exhibit A, in accordance with this Agreement.

CallTower shall provide to Reseller/White Label Partner, as appropriate, licenses to software and documentation necessary for Reseller/White Label Partner to enable End-Users’ use of Services (“Licensed Material”). All Licensed Material that may be furnished to Reseller/White Label Partner

under this Agreement shall be used by Reseller/White Label Partner only to support End Users' use of the Services, shall not be reproduced or copied in whole or in part, and shall be returned to CallTower at the conclusion of the term of this Agreement. To the extent that Licensed Material includes software or documentation provided by a third party pursuant to a sublicense ("Third Party Material"), Reseller/White Label Partner shall and shall ensure that End Users shall, as a condition to the right to use such Third Party Material, abide by the terms and conditions of such sublicense (including such additional end user terms and conditions as CallTower, in its sole discretion, may require), and Reseller/White Label Partner shall be bound by such terms and conditions by virtue of its use of such Third Party Material or provision of such Third Party Material to End Users. Reseller/White Label Partner shall not and shall ensure that End Users do not infringe or otherwise misuse any Licensed Material, Third Party Material or any other intellectual property of CallTower or its third party suppliers relating to the Services.

Reseller/White Label Partner must use the CallTower Quote Tool when ordering new services for its End-Users to ensure that all Services are ordered properly. Access to the CallTower Quote Tool shall be provided upon execution of this Agreement. All orders accepted by CallTower through the CallTower Quote Tool shall become binding purchases of Services as stated in the order.

CallTower may modify, substitute or delete any of the features of the Services, or add additional features to the Services, provided such modification, substitution, deletion or addition does not have a material adverse impact on the Services ("Feature Modification"). CallTower shall use commercially reasonable efforts to notify Reseller/White Label Partner at least ten (10) days in advance of any major Feature Modification. Notwithstanding the foregoing, CallTower may, without prior notice to Reseller/White Label Partner, make Feature Modifications to the Services as may be necessary to meet any applicable legal, regulatory or industry standard requirements or demands.

Additionally, CallTower may increase or decrease the prices or modify the pricing method for the Services ("Price Modification"); provided CallTower shall notify Reseller/White Label Partner in writing at least ten (10) days prior to implementing any Price Modification.

5. Partner Commitment.

Committed Sales Plan – The Minimum has been waived.

6. Right to Resell.

Reseller/White Label Partner will have the right to resell to its End-Users or repackage under a Reseller/White Label Partner brand name, or under such other name or mark as Reseller/White Label Partner lawfully may elect, any Services provided to Reseller/White Label Partner by CallTower pursuant to this Agreement.

7. Credit Approval and Payment Security.**a. Credit Approval.**

CallTower's provision of Services under this Agreement is contingent upon credit approval of White Label Partner acceptable to CallTower. If requested by CallTower at any time during the Term of this Agreement, Reseller/White Label Partner must provide CallTower with audited financial statements, statements prepared and signed by a CPA or other indications, reasonably satisfactory to CallTower, of Reseller/White Label Partner's financial and business circumstances which information shall be deemed Confidential & Proprietary Information as defined in Section 8 of this Agreement. Reseller/White Label Partner's failure to provide the requested information within ten (10) days following CallTower's reasonable request shall constitute a material breach of this Agreement.

b. Grant of Security Interest.

To secure the prompt and full payment to CallTower for the Services, Reseller/White Label Partner hereby grants, pledges, conveys and assigns to CallTower a continuing security interest in and a lien upon all End-User accounts and revenues. It is the intention of the parties that this Agreement shall constitute a security agreement under the Uniform Commercial Code and any other applicable law and CallTower shall have the rights and remedies of a secured creditor thereunder and be authorized to file UCC financing statements. Reseller/White Label Partner agrees to deliver any financing statement or additional documents CallTower reasonably may request to perfect or evidence CallTower's security interest granted herein.

c. Additional Security.

In addition, if Reseller/White Label Partner's financial or business circumstances or payment history is or, during the Term, becomes unacceptable to CallTower, CallTower may require a deposit, irrevocable letter of credit or other form of security acceptable to CallTower. Reseller/White Label Partner's failure to provide the additional security within ten (10) days following CallTower's reasonable request shall constitute a material breach of this Agreement.

d. Deposit

Prior to providing Services to Reseller/White Label Partner, CallTower may request a deposit in an amount to be determined by CallTower in its sole discretion ("Deposit") for the purpose of guarantying payment to CallTower by Reseller/White Label Partner under this Agreement.

8. Invoicing & Billing Disputes**a. Reseller/White Label Partner Invoicing**

CallTower will directly invoice Reseller/White Label Partner monthly in electronic format, via such delivery means and to such address as are specified by Reseller/White Label Partner in writing from time to time. Reseller/White Label Partner agrees to pay all undisputed charges due under this Agreement, without deduction or setoff, in U.S. Dollars within thirty (30) days from the date shown on the invoice. CallTower shall provide an aggregate invoice for all amounts invoiced, together with separate detail for each End-User and Services category. CallTower shall use its standard Reseller/White Label Partner invoice format for Reseller/White Label Partner. CallTower will begin charging the Reseller/White Label Partner once the Services are available for use. The telephone numbers port process will begin upon CallTower's order acceptance and receipt of all necessary

documents. Recurring charges for Services are invoiced monthly in advance beginning the first month after Services are available for use and continuing through the end of the term that End-User contracts to receive Services, including renewals and subject to modifications as permitted hereunder.

- i. Hardware and equipment sales are invoiced upon presentation of an order by Reseller/White Label Partner.
- ii. Monthly usage charges are invoiced one month in arrears.

Undisputed charges that Reseller/White Label Partner fails to pay when due are subject to interest from the date of the invoice at the maximum rate allowable by law, not to exceed 1.5% per month. All amounts due under this Agreement represent fair value for Services rendered in the ordinary course.

b. Billing Disputes.

If Reseller/White Label Partner, in good faith and within thirty (30) days from the date shown on the invoice, disputes CallTower's computation of amounts due, Reseller/White Label Partner may withhold payment of the amount which is in dispute ("Disputed Amount"). Failure by Reseller/White Label Partner to notify CallTower within the time frame specified above will constitute acceptance and approval of the full invoice by Reseller/White Label Partner and Reseller/White Label Partner shall pay the invoice in accordance with payment terms as set forth above. Reseller/White Label Partner must timely pay all charges not in dispute. An amount is not in dispute until Reseller/White Label Partner has provided CallTower with written documentation explaining the disputed amount and describing the dispute's factual and legal basis ("Dispute Notice"). Reseller/White Label Partner will cooperate with CallTower to resolve any dispute expeditiously. The Disputed Amount is due and payable, and interest shall accrue, immediately upon exhaustion of the negotiation process set forth herein, unless Reseller/White Label Partner files written demand for arbitration pursuant to Section 10 of this Agreement within the earlier of fifteen (15) days after exhaustion of the negotiation process or forty-five (45) days after the Dispute Notice is delivered to CallTower; provided, however, that accrued interest will be waived if Reseller/White Label Partner is the prevailing party in such arbitrated dispute

Promptly after a Dispute Notice is given, the parties shall engage in good faith negotiations to resolve the Disputed Amount. If the parties are unable to resolve the Disputed Amount within fifteen (15) days after the Dispute Notice is delivered to CallTower, the parties shall appoint a designated Senior Finance Manager, who has authority to settle the Disputed Amount, to engage in good faith negotiations and/or informal dispute resolution proceedings (including non-binding mediation) to resolve the Disputed Amount. If the Senior Finance Managers are unable to settle the Disputed Amount within thirty (30) days after the Dispute Notice is delivered to CallTower, either party may invoke the Arbitration provision set forth at Section 10 of this Agreement.

9. Confidentiality.

"Confidential and Proprietary Information" shall include (i) the identity of Reseller/White Label Partner and all information provided regarding Reseller/White Label Partner's End-Users and (ii) any confidential or proprietary information disclosed by a party with respect to its business, in any form, including but not limited to information relating to past, present or future research, development or business activities, marketing plans or strategies, product plans or developments, business plans,

finances and pricing.

Confidential and Proprietary Information shall be maintained in confidence and shall not be used or disclosed to any third party not having a need to know such information without prior written consent of the disclosing party. Each party agrees that it will not during, or for a period of one (1) year after the term of this Agreement, permit the duplication or disclosure of any such Confidential and Proprietary Information to any person (other than an employee, agent, representative, director or significant equity owner of the receiving party who needs such information for the performance of the receiving party's obligations hereunder and is authorized in writing by the receiving party to receive such Confidential and Proprietary Information or to a lender or other fiduciary subject to nondisclosure restrictions), unless such duplication, use or disclosure is specifically authorized by the disclosing party in writing or as otherwise required by law. Notwithstanding the foregoing, the parties acknowledge that CallTower may be required to disclose certain Confidential and Proprietary Information to its third-party suppliers for the purpose of establishing certain Services for End-Users. In this event, the specific Confidential and Proprietary Information required to be disclosed to CallTower's third-party suppliers shall be identified to Reseller/White Label Partner prior to any such disclosure and Reseller/White Label Partner shall make every reasonable effort to authorize disclosure of such Confidential and Proprietary Information without undue delay. Breach of this Section 8 may cause irreparable harm for which monetary damages may be inadequate. Accordingly, in addition to other available remedies, a party may seek injunctive relief to enforce this Section 8.

Notwithstanding the above, the receiving party shall not have liability with regard to any Confidential and Proprietary Information it can prove: (i) was in the public domain at the time it was disclosed by the disclosing party or has entered the public domain through no fault of the receiving party, (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure, (iii) becomes known to the receiving party, without restriction, from a source other than the disclosing party without breach of this Agreement by the receiving party and otherwise not in violation of the disclosing party's rights; or (iv) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

10. Nonexclusivity, Nonsolicitation, Nondisparagement.

The parties acknowledge and agree that each has the right to sell or resell products and services similar to the Services provided under this Agreement. Each party acknowledges and agrees that any and all information it receives under this Agreement about the other party's customers including, without limitation, names and contact information ("Customer Information") shall be used solely for the purpose of providing Services to End-Users pursuant to this Agreement. During the Term of this Agreement, neither party shall knowingly offer any similar Services to an existing customer of the other party based solely upon its receipt and knowledge of Customer Information. CallTower's security interest in End-User accounts granted by Reseller/White Label Partner pursuant to Section 6.b. of this Agreement and the provision of Services following termination (to the extent contemplated hereby) shall not be deemed a breach of CallTower's non-solicitation covenant. Reseller/White Label Partner will not disparage, impugn or otherwise damage the reputation of CallTower, its officers, directors, employees, agents or representatives, or third-party suppliers or the Services.

11. Disputes and Arbitration.

If any claim, controversy or dispute arises out of or relating to this Agreement between the parties which cannot be settled in a reasonable period of time through negotiations, the parties agree to submit to arbitration administered by the American Arbitration Association (“AAA”) under its rules and subject to the provisions of this Agreement.

A single arbitrator engaged in the practice of law, who is knowledgeable about contract law, shall be appointed pursuant to, and conduct the arbitration under, the then current rules of the AAA, except as otherwise provided herein. Arbitration shall be conducted in Salt Lake City, Utah. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator shall have authority to award injunctive relief consistent with the provisions of this Agreement until such time as the arbitration award is rendered or the dispute is otherwise resolved. The arbitrator shall not have the authority to award punitive damages. Each party shall bear its own costs and attorney’s fees, and the parties shall share equally the fees and expenses of the arbitrator. The arbitrator’s decision and award shall be final and binding, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If either party files a judicial or administrative action asserting claims subject to arbitration, as prescribed herein, and the other party successfully stays such action and/or compels arbitration of said claim, the party filing said action shall pay the other party’s costs and expenses incurred in seeking such stay and/or compelling arbitration, including reasonable attorney’s fees.

12. Exclusive Remedy.

Except for proceeding to obtain injunctive relief, or for any action or proceeding to enforce any award of the arbitrator, neither party shall commence any suit, action, or proceeding in any judicial tribunal with respect to any dispute, controversy or claim arising under or in connection with this Agreement, and all such disputes, controversies and claims shall be resolved only in accordance with Section 10 of this Agreement.

13. Severability.

Should any provision of this Agreement for any reason be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any of the other provisions of this Agreement, which other provisions shall remain in full force and effect; and the application of any such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by law.

14. Assignment.

Reseller/White Label Partner may not assign, in whole or in part, any of its responsibilities, duties, rights or obligations under this Agreement without the prior written consent of CallTower.

15. Notices.

All notices and other communications required or permitted under this Agreement must be in writing and shall be effective (a) when delivered personally; (b) when sent by facsimile or electronic mail with confirmation of receipt; (c) one (1) business day after delivery to a commercial overnight courier for delivery on the next business day; or (d) on the earlier of receipt or five (5) business days after having been sent by registered or certified U.S. mail, return receipt requested, postage prepaid. All notices or communications shall be sent to the recipient at its address set forth at the beginning of this Agreement,

or to such other address as such recipient shall have designated by written notice to the other party given in accordance with this Section 14.

16. Applicable Law.

The validity, construction and performance of this Agreement shall be construed, governed by, interpreted and enforced without regard to principles of conflicts of laws in accordance with the laws of the State of Utah.

17. Reseller/White Label Partner Responsibilities**a. General**

The fact that Services ultimately are provided to End-Users does not relieve Reseller/White Label Partner of any duty, obligation or responsibility under this Agreement. Reseller/White Label Partner remains responsible for compliance with all terms and conditions of this Agreement, including payment responsibilities, without regard to Reseller/White Label Partner's ability to charge for Services used by End-Users or to collect payment from End-Users.

b. Use and Content

Reseller/White Label Partner is responsible for the manner in which it and its End-Users use the Services of CallTower, including (without limitation) the maintenance and security of their data, computer network and other facilities; End-Users choice of equipment, software and online content; the content of any transmissions using the Services; and all other matters related to how Reseller/White Label Partner, the End-Users or any person or entity Reseller/White Label Partner or an End-User permits to access the Services. Reseller/White Label Partner or its End-User is the sole owner of, and is solely responsible for, the content of all communications (visual, written or audible) using Reseller/White Label Partner's or an End-User's account ("Content"). Reseller/White Label Partner will not use the Services to, and will be responsible for any End-User that, sends unsolicited mass mailings, surveys, pyramid schemes, chain letters, contests, or similar communications to any person who has not given prior specific permission to be included in such a process (commercial or otherwise). Reseller/White Label Partner agrees not to, and will be responsible for any End-User that, uses the Services to communicate any message or material that is harassing, trade libelous, unlawfully threatening, obscene or harmful to minors, or is otherwise unlawful or would give rise to civil liability, is defamatory or constitutes or encourages conduct that could constitute a criminal offense under any applicable law or regulation. Although CallTower is not responsible for any Content, CallTower may suspend Services if CallTower believes the Services are being used, either by Reseller/White Label Partner or an End-User, in violation of this Section 16. Reseller/White Label Partner acknowledges and agrees that CallTower neither controls nor monitors Reseller/White Label Partner's or End-Users' Content nor guarantees the accuracy, integrity, security or quality of Reseller/White Label Partner's or End-Users' Content.

c. Taxes, Fees and Assessments

Any and all federal, state, local and foreign taxes, fees and assessments (including without limitation all income tax, sales and use, excise, franchise, license and universal services fees) relative to the Services provided by Reseller/White Label Partner to its End-Users ("Taxes") shall be the sole responsibility of and paid by Reseller/White Label Partner. In furtherance of the foregoing, Reseller/White Label Partner shall indemnify and hold harmless CallTower against, and with respect to, any and all claims, losses, injuries, damages, deficiencies, liabilities, obligations, assessments, judgments, costs and expenses, including (except as otherwise expressly provided in the Agreement) costs and expenses of litigation and reasonable attorneys' fees suffered or incurred by CallTower, directly or indirectly, regarding Taxes. The indemnification by Reseller/White Label Partner relating

to Taxes shall survive the termination of the Agreement. Each Party shall provide and make available to the other, upon written request, any resale certificates, evidence of Taxes collected or Taxes remitted, documentation regarding out-of-state or out- of-country sales or use of equipment, materials or services, and other exemption certificates or information reasonably requested by either Party. In the event of any challenge by the Internal Revenue Service and/or any federal, state or local tax or fee assessing authority, the parties will give each other notice of the challenge and advise each other periodically on the status of such challenge and reasonably cooperate with each other with respect to such challenge.

18. Indemnification.

Each party (“Indemnifying Party”) shall defend, indemnify, and hold harmless the other party, its affiliated companies and their directors, officers, employees, agents and representatives, from and against any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities, including reasonable attorney’s fees, arising out of or resulting from the intentional or negligent acts or omissions on the part of the Indemnifying Party, its employees, officers, affiliated companies, agents and representatives in connection with the Services or the performance of, or the failure to perform, duties, responsibilities, obligations and activities contemplated in this Agreement or the breach of any warranty, representation, covenant or agreement contain herein.

19. Force Majeure.

The parties’ performance under this Agreement (other than performance of payment obligations) shall be excused if and to the extent such nonperformance is due to labor difficulties, governmental orders, civil commotions, acts of nature, adverse weather conditions, and other circumstances beyond the parties’ reasonable control.

20. Compliance with Laws.

Reseller/White Label Partner shall not use or knowingly permit its End-Users to use the Services in ways that violate applicable laws. Reseller/White Label Partner and its End-Users agree to abide by all applicable local, state, national and international laws and regulations, including without limitation those relating to Taxes, and those relating to the issuance of unsolicited commercial distributions. Reseller/White Label Partner is solely responsible for all acts or omissions that occur under its, or its End-Users, account or password, including the Content of transmissions through the Services, any infringement on the rights of others, or any interference with users of CallTower’s network or other networks. Reseller/White Label Partner agrees to comply with U.S. export, and other, laws concerning the transmission of technical data and other regulated materials via the Services.

21. Representations and Warranties.

Each party represents and warrants to the other that (i) it has full right, power and authority to enter into and fully perform the obligations it has undertaken in this Agreement; (ii) it is duly organized, existing and/or qualified to conduct business in all applicable jurisdictions; (iii) there are no claims or litigation pending or threatened which will or might adversely affect such party’s performance hereunder; (iv) it is in full compliance with all applicable laws, rules and regulations; and (v) it is not under any obligations, contractual or otherwise, to any other entity that might conflict, interfere, or be inconsistent with any of the provisions of this Agreement.

22. Limitation of Liability.

SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CALLTOWER DISCLAIMS ALL COVENANTS, REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY WAIVED BY RESELLER/WHITE LABEL PARTNER. RESELLER/WHITE LABEL PARTNER UNDERSTANDS AND AGREES THAT THIS DISCLAIMER APPLIES EQUALLY TO CALLTOWER AND TO CALLTOWER'S THIRD-PARTY SUPPLIERS.

a. NEITHER CALLTOWER NOR ITS THIRD-PARTY SUPPLIERS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST REVENUES OR LOST BUSINESS OPPORTUNITY,

WHETHER OR NOT CALLTOWER WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. CALLTOWER SHALL NOT BE LIABLE FOR ANY DAMAGE THAT RESELLER/WHITE LABEL PARTNER MAY SUFFER OUT OF USE, OR INABILITY TO USE THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, UNLESS SUCH DAMAGE IS THE RESULT OF GROSS NEGLIGENCE OF CALLTOWER.

b. CALLTOWER SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS BY THIRD PARTIES TO OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF RESELLER/WHITE LABEL PARTNER'S OR END USER'S NETWORK, SYSTEMS, APPLICATIONS, DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD.

c. CALLTOWER SHALL NOT BE LIABLE FOR DAMAGES OR DELAYS DUE TO FIRE, EXPLOSION, LIGHTNING, POWER SURGES OR FAILURES, STRIKES OR LABOR DISPUTES, WATER, ACTS OF GOD, THE ELEMENTS, WAR, CIVIL DISTURBANCES, ACTS OF CIVIL OR MILITARY AUTHORITIES, OR THE PUBLIC ENEMY, FUEL OR ENERGY SHORTAGES, ACTS

OR OMISSIONS OF COMMUNICATIONS CARRIERS OR THIRD-PARTY SUPPLIERS, OR OTHER CAUSES BEYOND CALLTOWER'S CONTROL WHETHER OR NOT SIMILAR TO THE FOREGOING.

d. CALLTOWER'S LIABILITY FOR DAMAGES, RESULTING IN WHOLE OR IN PART FROM OR ARISING IN CONNECTION WITH THE FURNISHING OF SERVICES UNDER THIS

AGREEMENT, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR OTHER DEFECTS OR MISREPRESENTATIONS SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PRO RATA CHARGES FOR THE SERVICES FOR THE PERIOD DURING WHICH THE SERVICES WERE AFFECTED. NO OTHER LIABILITY IN ANY EVENT SHALL ATTACH TO OR BE ASSERTED AGAINST CALLTOWER.

e. THE AFOREMENTIONED LIMITS ON LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND, WHETHER ACTIVE OR

PASSIVE, AND SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

23. Amendments.

This Agreement may be amended or modified only by a writing that is signed by duly authorized representatives of both parties. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the waiving or non-breaching party .

24. Counterparts.

This Agreement may be executed in counterparts, including facsimile counterparts, which taken together shall constitute one and the same original instrument.

25. Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the parties and merges and supersedes all prior discussions, agreements, and understandings. This Agreement shall not be construed as authority for one party to act for the other party in any agency or other capacity, or make commitments of any kind for the account of or on behalf of said party.

26. Government Entities.

This clause applies to all use of the Services by or for the United States government, or any other government or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the United States government. Use of the Services by End-Users involves incidental access to or use of commercial computer software developed exclusively at private expense, and which in all respects comprise proprietary data belonging to CallTower and its third-party suppliers. By acquiring Services, the government hereby agrees that this software qualifies as “commercial” computer software within the meaning of the acquisition regulation(s) applicable to this procurement. The acquisition or use of Services does not include the acquisition or delivery of any CallTower, or its third-party suppliers’, software or any rights therein.

The terms and conditions of this clause shall govern the government’s use of the Services and ¹⁰ shall supersede and take precedence over any conflicting contractual terms or conditions. If this provision fails to meet the government’s needs or is inconsistent in any respect with Federal law, the government agrees to decline access to, or use of, CallTower’s Services.

27. Survival.

Neither the termination nor expiration of this Agreement shall release either party from the obligation to pay any monies that may be owing to the other party or operate to discharge any liability that had been incurred by either party prior to any such termination or expiration. The following provisions shall survive expiration or termination of this Agreement: Sections 8, 9, 16, 17, 21, 25 and 26.

CallTower

By: _____

Print Name: _____

Title: _____

Date: _____

Reseller/White Label Partner

Company Name: _____

By: _____

Print Name: _____

Title: _____

SKU	Item Name	MRC	NRC
Voice Licenses			
MH-01-07	CommonLine ext only no VM/CPortal	5.95	-
MH-01-06	Basic line InOut calls CPportal NoVM	8.20	-
MH-01-05	Desktop line InOut Calls VM CPortal	11.95	-
Additional Features			
MH-01-03	Easy Auto-Attendant	7.45	-
MH-01-04	Premium Auto-Attendant	9.70	-
MH-09-01	Receptionist Console (VOP)	11.95	-
MH-01-08	Virtual extension CPortal NoVM	6.70	-
MH-01-09	Virtual extension CPortal + VM	10.45	-
MH-01-10	Stand-alone voicemail box	3.75	-
MH-01-91	911 notification	9.70	-
MH-01-11	TLS encryption - new	0.75	-
MH-01-12	TLS encryption - existing	0.75	-
MH-01-13	Shared line appearance	1.45	-
MH-01-26	Live Message Screening	1.45	-
MH-01-14	Partner BG Admin user	7.50	-
MH-01-15	Accession softphone Desktop-Mobile	1.50	-
MH-01-16	Accession softphone Mobile Only	0.95	-
MH-01-27	Unlimited calling	2.25	-
MH-01-18	VM transcription eng/spanish	2.95	-
MH-01-19	VM transcription English	1.95	-
MH-01-20	Inbound call blocking (Robo blocking)	0.22	-
MH-01-21	Not Available Message	3.75	-
MH-01-23	Call Recording 72MB 96 hours - user	8.00	-
MH-01-28	Call Recording Quality Management	8.00	-
MH-01-24	CallRecording add storage 72MB	1.90	-
MT-01-07	Remote Call Forwarding	3.75	-
MT-01-08	New Toll-Free Number	0.75	-
MT-01-09	Ported Toll-Free Number	0.75	-
MT-01-10	New Local Number with features	0.75	-
MT-01-11	Ported Local Number with features	0.75	-
MT-01-12	New Local TN no features	0.40	-
MT-01-13	Ported Local TN no features	0.40	-
VP-01-01	VPN connections	4.45	-
Telax Call Center User Cost			
MH-01-25	Basic Contact Center	7.45	-
TX-01-02	Silver Contact Center	45.50	-
TX-01-03	Gold Contact Center	83.05	-
TX-01-04	Platinum Contact Center	152.05	-
One Time Charges			
NR-01-03	Onsite Training	-	750.00
NR-02-01	Implementation Fee	-	750.00

SKU	Item Name	MRC	NRC	Minutes
CallTower SIP Bundles				
MT-50-06	SIP DID Package 6	52.45	-	
MT-50-08	SIP DID Package 8	68.95	-	
MT-50-12	SIP DID Package 12	100.45	-	
MT-50-24	SIP DID Package 24	197.20	-	
MT-50-48	SIP DID Package 48	389.95	-	
MT-50-96	SIP DID Package 96	776.20	-	
Additional SIP Features				
MT-49-01	SIP DID LD Overage	0.03	-	
MT-49-02	SIP DID TF Usage	0.03	-	
MT-01-03	PBX failover to Easy AA	7.45	-	
MT-01-04	PBX failover to Premium AA	9.70	-	
MT-01-14	New SIP Pkg Local TN Upgrade	0.75	-	
MT-01-15	Ported SIP Pkg Local TNUgrade	0.75	-	
PF-02-05	SIP - Concurrent Session	14.95	-	
PF-02-07	SIP E911	1.00	-	



To: City Council
From: Brian Thompson
Department: Electric
Date: 02/05/2019
Subject: Overhead & Underground Wiring Policy Amendment

Budget Account/Project Name: N/A

Funding Source: N/A

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

Description:

Changes to the Electrical Wiring Policies to simplify the process for developers building projects in our service area.

Background:

Existing policy creates delays in the development process. Our existing policy was written to recoup cost to the utility for expanding service to a new development. While it does that it has become a hindrance to development because of the uncertainty of cost until design and bidding have been complete. This can add months to the process. The new policy simplifies the process and still recoups cost and prevents existing ratepayers from subsidizing a project.

Attachment(s): 2

Commercial Overhead & Underground Wiring Policy

Overhead & Underground Wiring Policy For Single Family Homes, Subdivisions, Town Homes and Apartments

CITY OF MONROE
OVERHEAD & UNDERGROUND WIRING POLICY FOR SINGLE FAMILY HOMES,
SUBDIVISIONS, TOWN HOMES AND APARTMENTS

A refundable Electrical Design Fee will be paid upon first submittal of engineered plans.

ELECTRICAL DESIGN FEE SCHEDULE:

- Residential Subdivision (1-50 Lots/Units): \$1000*
- Residential Subdivision (51-100 Lots/Units): \$1500*
- Residential Subdivision (over 100 Lots/Units): \$2000*
- Residential Development 3 Phase: \$2500
- Customer Choice Loads Exempt

Any changes made to the original design will be on a per hour rate of \$125.00
* Refundable at the completion of the total project as designed.

Residential Underground Development Cost
\$2500.00 per Lot/Unit*

Residential Overhead Development Cost
\$500.00 per Lot/Unit*

Residential Development 3 Phase
City's Cost as Designed*

*Any additions, modifications, or changes to the existing feeder system will be pasted on to the Owner.

The City of Monroe's Underground Wiring Policy for Subdivisions, Town Homes, and Apartments is as follows:

1. Work shall comply using the City of Monroe's Specification Book, the City of Monroe's engineering drawings, and will be inspected by the City of Monroe's Electrical Department.
2. Work shall comply with all national, state, local, and city rules for working with, and in the proximity of energized lines. This includes all OSHA, NESC, IEEE, Electrical Cities, and the City of Monroe's operating requirements.
3. The City of Monroe shall perform the final tap to its primary when all installation has been completed.
4. All conductors shall be in conduit. Secondary installation will follow the City of Monroe's Residential Underground Service policy for Electric and Telecommunications.
5. All connections shall be done using manufacturer's recommendation.

6. Any changes in engineering drawings must be approved by the City of Monroe.
7. Temporary services shall be furnished by the owner and will be inspected by the City of Monroe's Electrical Department. All temporary poles set without a locate will be removed.
8. Owner shall provide the City of Monroe with right-of-way or public utility easements.
9. Owner and the City's Electrical Department will design a lighting plan using fixtures that comply with the City's development plan and are acceptable for future maintenance. The Owner shall pay for the fixtures, poles, and installation of these lights in addition to any other cost.
10. Inspection and ok from the City of Monroe's Code Department is required before energizing a structure.
11. Cost to be recalculated by Electric Cities of Georgia each year in December and go into effect the following January 1st.

Electrical Drawings

1. A Site and Utility Plan will be submitted electronically in a DWG (AutoCAD) format before any electrical design takes place.
2. Detailed notes and the developer or contractor will keep drawings of the following during the electrical construction process **for each lot**:
 - A.) Depth of wire (primary and secondary)
 - B.) Footages of primary wire from the edge of the curb
 - C.) Footages from transformer to house meter base
 - D.) Measurements on any street crossings
3. Construction notes and drawings do not have to be electronic but must be clear, clean, and legible.
4. Construction notes and drawings will be submitted in a notebook (three-ring binder) with subdivision name, address, and contact number on the front of the notebook.
5. All construction notes and drawings will be submitted to the City of Monroe's Electrical Department for approval before final tap is made.

CITY OF MONROE
OVERHEAD & UNDERGROUND WIRING POLICY FOR COMMERCIAL EXTENTIONS

A refundable Electrical Design Fee will be paid upon first submittal of engineered plans.

ELECTRICAL DESIGN FEE SCHEDULE:

- Commercial Subdivision (1-50 Lots/Units): \$1000*
- Commercial Subdivision (51-100 Lots/Units): \$1500*
- Commercial Subdivision (over 100 Lots/Units): \$2000*
- Customer Choice Loads Exempt

Any changes made to the original design will be on a per hour rate of \$125.00

* Refundable at the completion of the total project as designed.

Commercial Underground Development Cost
\$2500.00 per Transformer*

Residential Overhead Development Cost**
\$500.00 per Transformer*

*Any additions, modifications, or changes to the existing feeder system will be pasted on to the Owner.

** If three phases is requested the entire property must be three phase or the Owner will be charged at City's cost.

The City of Monroe's Overhead & Underground Wiring Policy for Commercial Development, is as follows:

1. Work shall comply using the City of Monroe's Specification Book, the City of Monroe's engineering drawings, and will be inspected by the City of Monroe's Electrical Department.
2. Work shall comply with all national, state, local, and city rules for working with, and in the proximity of energized lines. This includes all OSHA, NESC, IEEE, Electrical Cities, and the City of Monroe's operating requirements.
3. The City of Monroe shall perform the final tap to its primary when all installation has been completed.
4. All conductors shall be in conduit. The Owner is responsible for secondary runs to the transformer.
5. All connections shall be done using manufacturer's recommendation.
6. Any changes in engineering drawings must be approved by the City of Monroe.

7. Temporary services shall be furnished by the owner and will be inspected by the City of Monroe's Electrical Department. All temporary poles set without a locate will be removed.
8. Owner shall provide the City of Monroe with right-of-way or public utility easements.
9. Owner and the City's Electrical Department will design a lighting plan using fixtures that comply with the City's development plan and are acceptable for future maintenance. The Owner shall pay for the fixtures, poles, and installation of these lights in addition to any other cost.
10. Inspection and OK from the City of Monroe's Code Department is required before energizing a structure.
11. Cost to be recalculated by Electric Cities of Georgia each year in December and go into effect the following January 1st.

Electrical Drawings

1. A Site and Utility Plan will be submitted electronically in a DWG (AutoCAD) format before any electrical design takes place.
2. Detailed notes and the developer or contractor will keep drawings of the following during the electrical construction process **for each lot**:
 - A.) Depth of wire (primary and secondary)
 - B.) Footages of primary wire from the edge of the curb
 - C.) Footages from transformer to house meter base
 - D.) Measurements on any street crossings
3. Construction notes and drawings do not have to be electronic but must be clear, clean, and legible.
4. Construction notes and drawings will be submitted in a notebook (three-ring binder) with subdivision name, address, and contact number on the front of the notebook.
5. All construction notes and drawings will be submitted to the City of Monroe's Electrical Department for approval before final tap is made.



To: Public Safety Committee, City Council

From: Chris Bailey, Director of Central Services
Robert Watts, Police Chief

Department: Public Safety

Date: 01/31/2019

Subject: Lease Program – Police Vehicles

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

Funding Source: Capital Improvement Program (CIP)

Budget Allocation: \$95,000.00

Budget Available: \$95,000.00

Requested Expense: \$67,711.68

Company of Purchase: Enterprise Fleet Management

Description:

This request is for the lease-purchase agreement of six (6) 2019 Chevrolet Tahoe's for the 2019 budget and replacement of existing vehicles in the fleet. This follows closely with the request and program as presented in 2018 for the lease-purchase of vehicles through Enterprise. This will become a standard of operation for the replacement and upkeep of Police Department vehicles for an overall efficiency of the fleet through quicker delivery, outfitting prior to delivery, lower capital outlay, and increased value at end of use within the fleet vehicles. The delivery schedule will be approximately 12-14 weeks from the time of order placement.

Background:

The City of Monroe will always seek to research and discover programs that make for the effective use of capital monies in order to best serve the community. The lease-purchase option for the Police fleet provides for the most effective use of funds available and provides the most reliable fleet possible with the ability to gain greater resale value at the end of use.

Attachment(s):

Lease Rate Agreement – 7 pages

Prepared For: City of Monroe
Treadwell, Sam

Date 01/24/2019
AE/AM CP3/LBS

Unit #
Year 2019 Make Chevrolet Model Tahoe
Series Police Vehicle 4x2

Vehicle Order Type Ordered Term 48 State GA Customer# 577196

\$ 45,076.24	Capitalized Price of Vehicle ¹
\$ 0.00 *	License and Certain Other Charges <u>7.0000%</u> State <u>GA</u>
\$ 39.00 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name
Exterior Color (0 P) Black
Interior Color (0 I) Jet Black w/Cloth Seat Trim
Lic. Plate Type Government
GVWR 0

\$ 45,276.24	Total Capitalized Amount (Delivered Price)
\$ 792.33	Depreciation Reserve @ <u>1.7500%</u>
\$ 148.11	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 940.44	Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
---------	----------------------------

Comp/Coll Deductible 0 / 0

\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.0450 Per Mile

Tires 0 Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00	Sales Tax <u>0.0000%</u> State
---------	--------------------------------

\$ 940.44 Total Monthly Rental Including Additional Services

\$ 7,244.40 Reduced Book Value at 48 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 10,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Monroe

BY _____ TITLE _____ DATE _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Q#254243-B - Custom Equipment with Westin Pit Bumper, UT1003 Univ Rugged Cradle for computer, thermal Printer, LEM Brother Pocket Jet Headrest Printer Mount,	C	\$ 10,577.50
Graphics for 2019 Tahoe - City of Monroe PD	C	\$ 520.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 11,097.50
Aftermarket Equipment Total		\$ 11,097.50

VEHICLE INFORMATION:

2019 Chevrolet Tahoe Police Vehicle 4x2 - US

Series ID: CC15706

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 44,085.60	\$ 46,800.00
Total Options	\$ -3,001.86	\$ -3,298.75
Destination Charge	\$ 1,295.00	\$ 1,295.00
Total Price	\$ 42,378.74	\$ 44,796.25

SELECTED COLOR:

Exterior: GBA - (0 P) Black
Interior: H0U - (0 I) Jet Black w/Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	\$ -3,580.85	\$ -3,935.00
5T5	SEO: 2nd Row Vinyl Seats w/Cloth Front	NC	NC
7X6	SEO: Left-Hand Spotlamp	\$ 445.90	\$ 490.00
9C1	Identifier for PPV	NC	NC
9U3	SEO: Front Center Seat (20% Seat) Delete	NC	NC
AG1	Driver 10-Way Power Seat Adjuster	Included	Included
AG2	Front Passenger 6-Way Power Seat Adjuster	Included	Included
AMF	Remote Keyless Entry Package	\$ 68.25	\$ 75.00
AT6	2nd Row 60/40 Split-Folding Manual Bench	Included	Included
ATD	3rd Row Passenger Seat Delete	Included	Included
AY0	Driver & Front Passenger Airbags	Included	Included
AZ3	3-Passenger Front 40/20/40 Split-Bench Seat	Included	Included
B30	Color-Keyed Carpeting Floor Covering	\$ 172.90	\$ 190.00
B58	1st & 2nd Row Color-Keyed Carpeted Floor Mats	Included	Included
BVE	Black Assist Steps	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
CONACC	Chevrolet Connected Access	Included	Included
FE9	Federal Emissions Requirements	NC	NC
GBA_01	(0 P) Black	NC	NC
GU4	3.08 Rear Axle Ratio	STD	STD
H0U_01	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IO5	Radio: Chevrolet Infotainment AM/FM Stereo	Included	Included
K34	Electronic Cruise Control w/Set & Resume Speed	Included	Included
K47	High-Capacity Air Cleaner	Included	Included
K4B	730 Cold-Cranking Amps Auxiliary Battery	Included	Included
KW7	170 Amp High Output Alternator	Included	Included
L83	Engine: 5.3L V8 EcoTec3 Flex Fuel Capable	STD	STD
LUGDEL	Luggage Rack Delete	Included	Included
MYC	Transmission: Electronic 6-Speed Automatic w/OD	STD	STD
NZZ	Skid Plate Package	Included	Included
PNTTBL01	Paint Table : Solid Paint	\$ 0.00	\$ 0.00
QAR	Tires: P265/60R17 AS Police V-Rated	Included	Included
R9Y	Fleet Free Maintenance Credit	\$ -30.71	\$ -33.75
RAP	Wheels: 17" x 8" Black Steel Police	Included	Included
STDTM	Cloth Seat Trim	Included	Included
TG5	Single-Slot CD/MP3 Player	Included	Included
U2J	SiriusXM Radio Delete	Included	Included
UD7	Rear Park Assist w/Audible Warning	Included	Included

UE0.	OnStar Delete	\$ -77.35	\$ -85.00
UPF	Bluetooth For Phone	Included	Included
UQ3	6-Speaker Audio System Feature	Included	Included
VK3	License Plate Front Mounting Package	NC	NC
VPV	Ship-Thru: Kerr Industries	Included	Included
Z56	Heavy-Duty Police-Rated Suspension Package	Included	Included
ZAK	Spare P265/60R17 AS Police V-Rated	Included	Included
ZY1	Solid Paint	STD	STD

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Convex Driver Mirror: convex driver and passenger mirror
Spoiler: rear lip spoiler
Running Boards: running boards
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers
Rear Step Bumper: rear step bumper
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
: class IV trailering with harness, hitch
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning automatic dual-zone front air conditioning
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Auto Locking: auto-locking doors
Steering Wheel: steering wheel with manual tilting
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Emergency SOS: OnStar and Chevrolet connected services capable
Front Cupholder: front and rear cupholders
Overhead Console: mini overhead console
Glove Box: glove box
Driver Door Bin: driver and passenger door bins
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets
AC Power Outlet: 1 AC power outlet

Entertainment Features:

radio AM/FM stereo with seek-scan, single in-dash CD player
MP3 Player: CD-MP3 decoder
Audio Theft Deterrent: audio theft deterrent
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 12 speakers
1st Row LCD: 2 1st row LCD monitor
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type delay-off projector beam halogen headlamps
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers
Front Windshield Visor Strip: front windshield visor strip
Rear Window wiper: fixed interval rear window wiper
Rear Window Defroster: rear window defroster
Rear Window: flip-up rear windshield
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: analog display
Tachometer: tachometer
Voltmeter: voltmeter
Low Tire Pressure Warning: tire specific low-tire-pressure warning

Park Distance Control: Rear Park Assist rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Low Oil Level Warning: low-oil-level warning
 Low Coolant Warning: low-coolant warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: PASS-Key III immobilizer
 Security System: security system
 Electronic Stability: electronic stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 2 rear head restraints
 Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
 Front Bucket Seats: front bucket 40-40 seats
 Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
 Reclining Driver Seat: power reclining driver and passenger seats
 Driver Lumbar: power 2-way driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Driver Cushion Tilt: power driver and passenger cushion tilt
 Rear Seat Type: rear manual reclining 60-40 split-bench seat
 Rear Folding Position: rear seat tumble forward
 Rear Seat Armrest: rear seat centre armrest

Leather Upholstery: cloth front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Floor Mats: carpet front and rear floor mats

Interior Accents: chrome/metal-look interior accents

Cargo Space Trim: carpet cargo space

Trunk Lid: plastic trunk lid/rear cargo door

Cargo Tie Downs: cargo tie-downs

Cargo Light: cargo light

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 6-speed automatic w/ OD and auto-manual



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

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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		
		P O Box 122 Conyers GA 30012	EXPIRATIONDATE:	12/31/2018		

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	
SINGLEFAMILY 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

Date

10-19-18

Approved By

Date

10-19-18

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 30655COUNCIL DISTRICT: District 5 and 8

MAP NUMBER: M24 _____

PARCEL NUMBER: 154PRESENT ZONING: PCD REQUESTED ZONING: PRDACREAGE 43.42 PROPOSED USE Single Family ResidentialOWNER OF RECORD: KFB Enterprises, Inc.ADDRESS: P.O. Box 122 Conyers, GA 30012PHONE 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 3RD 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.

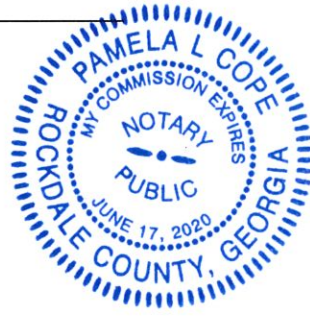
Owner of property: KFB Enterprises, Inc.
Address: 1003 Institute St. Conyers, GA 30012
Phone Number: 770-922-5445

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.

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.

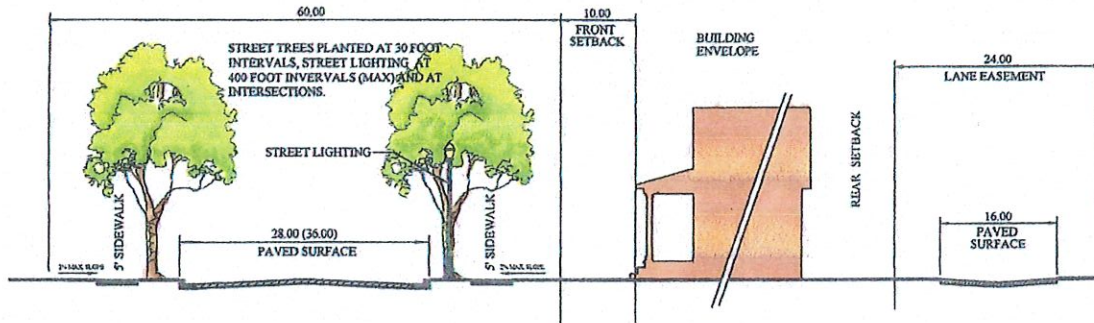
Surrounding uses and zones are as follows:

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

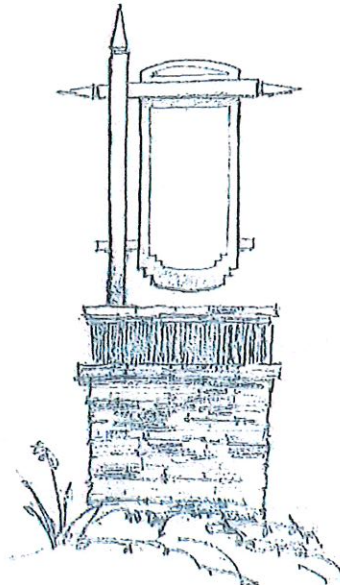
Trash receptacles will be provided in the amenity area of the development. These receptacles will be screened from view by a combination of masonry and wooden walls as well as landscape screening.

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

<u>Total Land Area</u>	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
Setback:	
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
Minimum Landscaping per lot (sq. ft.)	2,000

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

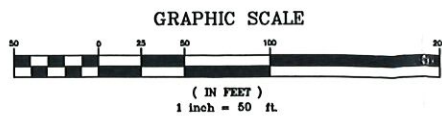
AREA CHART BLOCK "H"

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

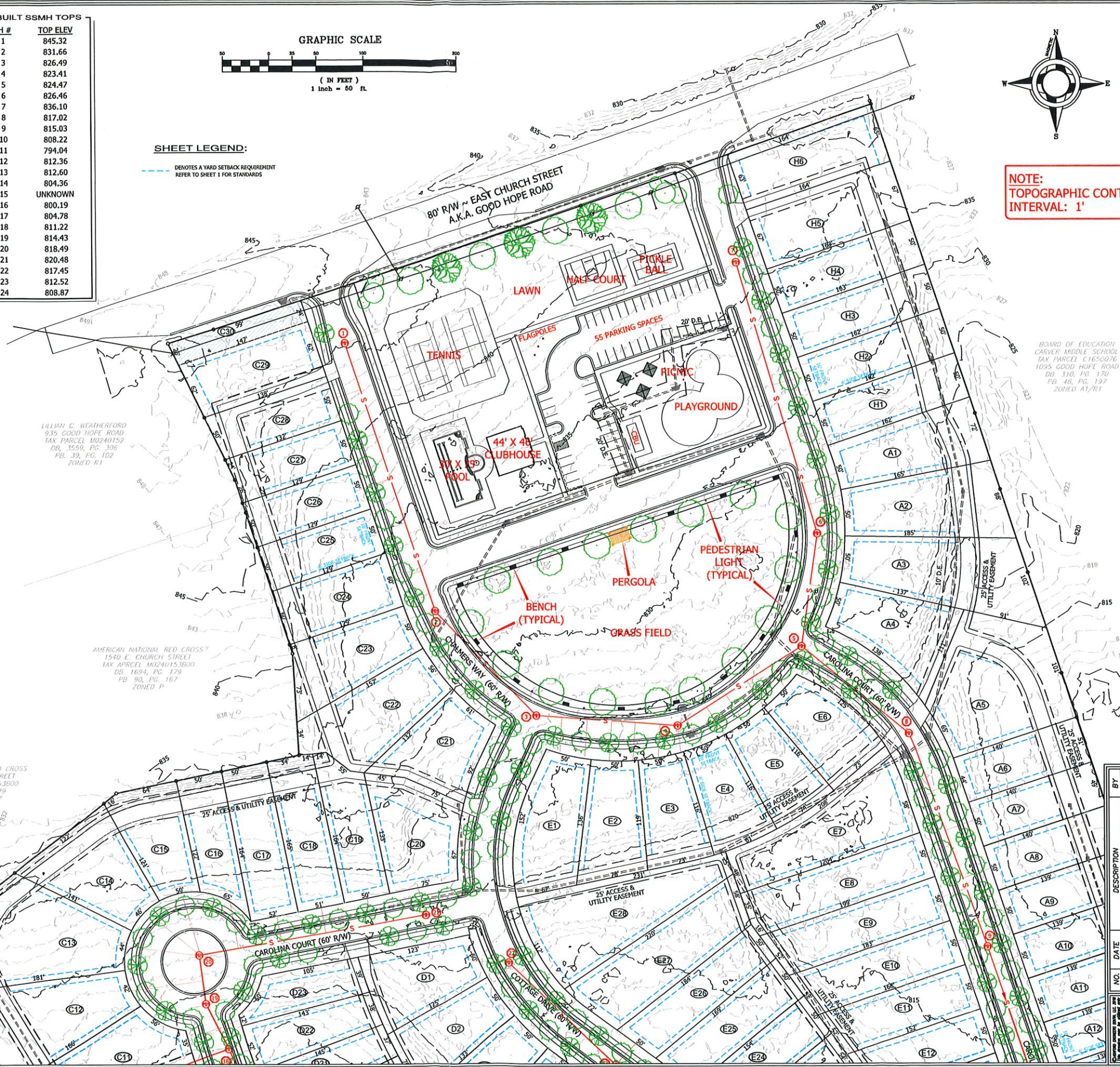
AREA CHART BLOCK "D"

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'



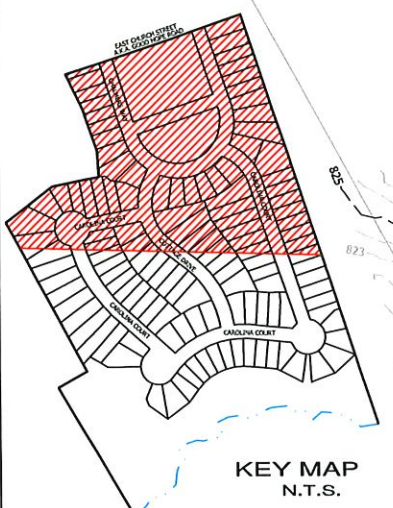
NOTE:
 TOPOGRAPHIC CONTOUR
 INTERVAL: 1'



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 PARCEL M0240153800
 DB, 1694, PG. 179
 PB. 90, PG. 167
 ZONED P

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



SHEET 2 OF 3

CONCEPTUAL MASTER PLAN

CHARLESTON MANOR SUBDIVISION

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

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

ACTIVITY	NAME
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

**CHARLESTON MANOR
 SUBDIVISION**

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

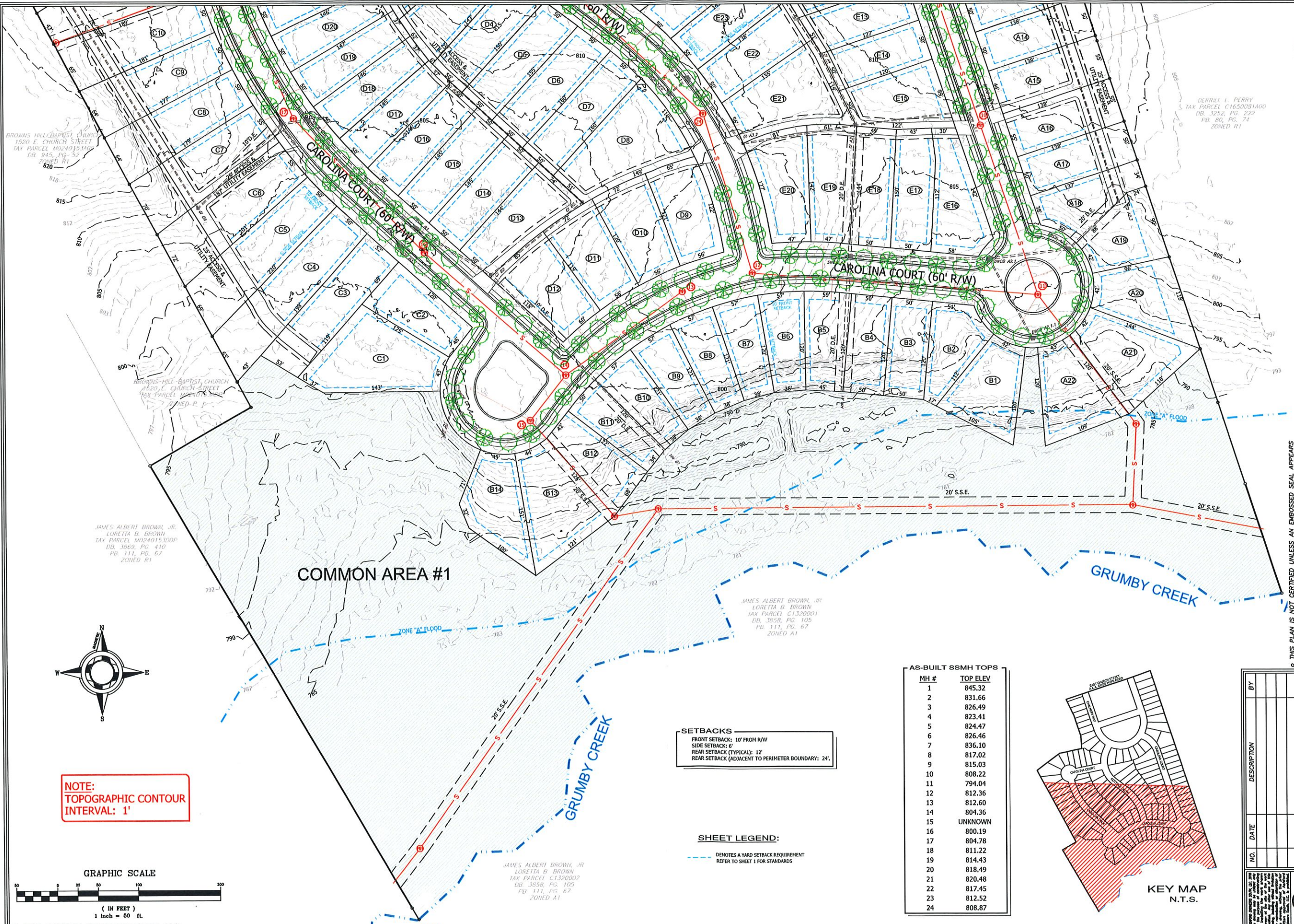
NAME: D. GREENE
 ACTIVITY: DESIGN BY: A. DILAZZARO
 DRAWN BY: D. GREENE
 CHECKED BY: D. GREENE
 APPROVED BY: D. GREENE
 REGISTRATION NO. GA 27049



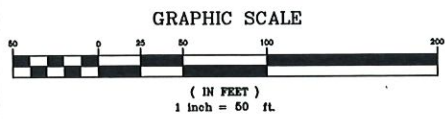
ashford engineers south, llc.
 350 Virginia Highlands
 Fayetteville, Georgia 30215
 Tel. (678) 817-6956 Fax. (678) 817-6777
 civil engineers - land planning - development services

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

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



NOTE:
 TOPOGRAPHIC CONTOUR
 INTERVAL: 1'



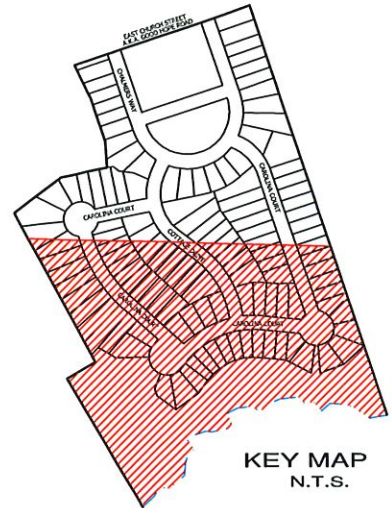
© 2018 ASHFORD ENGINEERS SOUTH, LLC.

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

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



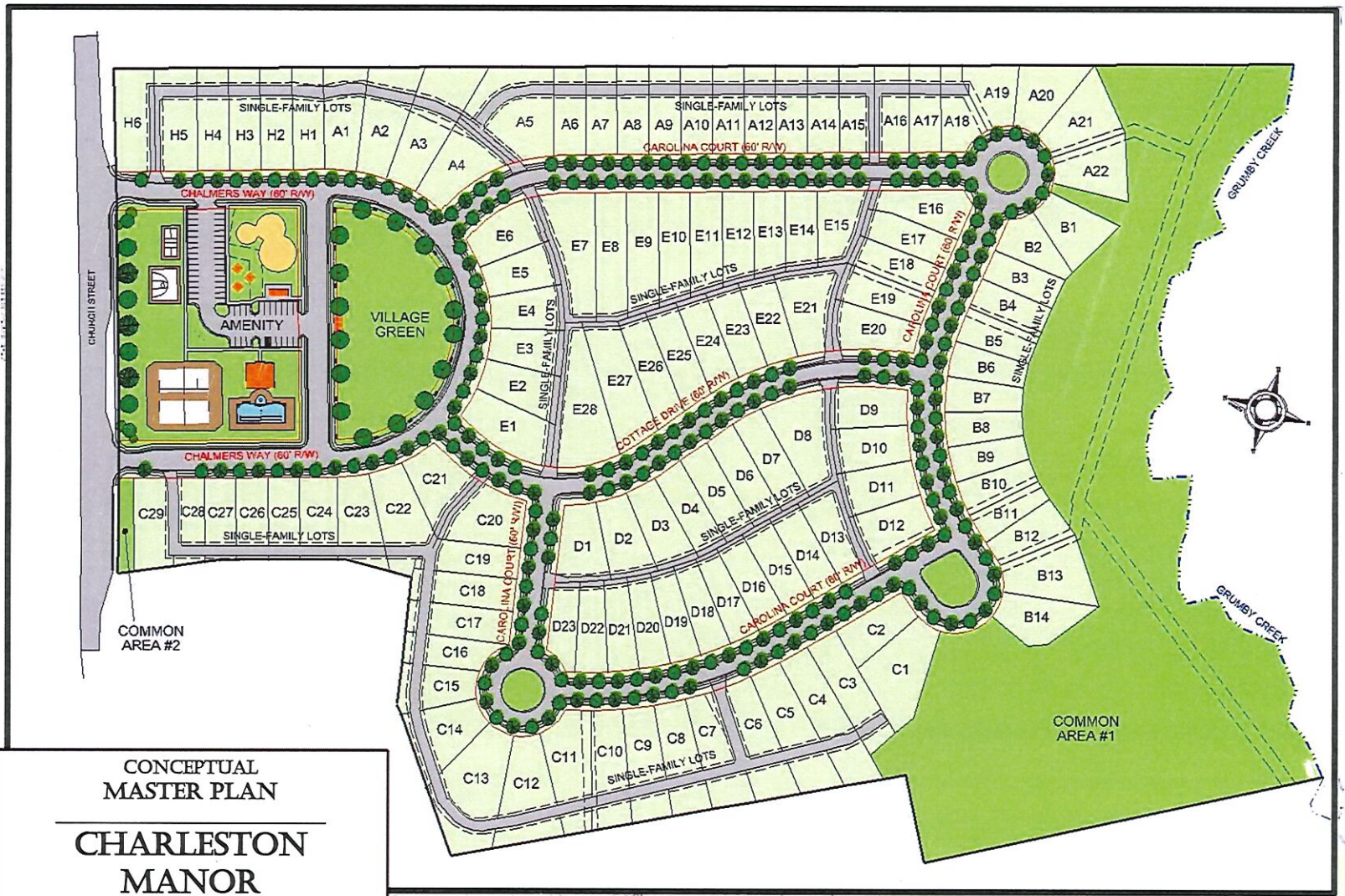
KEY MAP
 N.T.S.

NO.	DATE	DESCRIPTION	BY

CHARLESTON MANOR



A TRADITIONAL NEIGHBORHOOD IN THE CITY OF MONROE, GEORGIA



CONCEPTUAL
MASTER PLAN

**CHARLESTON
MANOR**

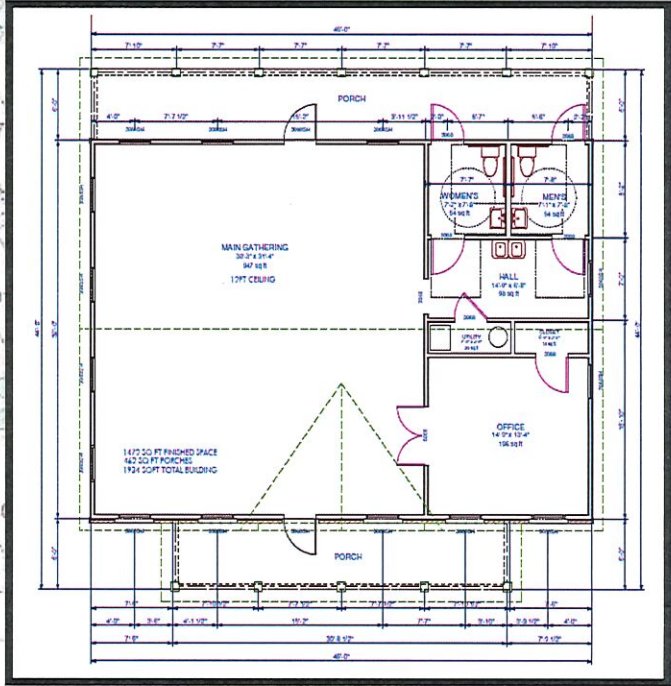
A TRADITIONAL NEIGHBORHOOD
IN THE CITY OF MONROE, GEORGIA

G13 G12 SINGLE-FAMILY LOTS



STREETSCAPE
CHARLESTON
MANOR
A TRADITIONAL NEIGHBORHOOD
IN THE CITY OF MONROE, GEORGIA



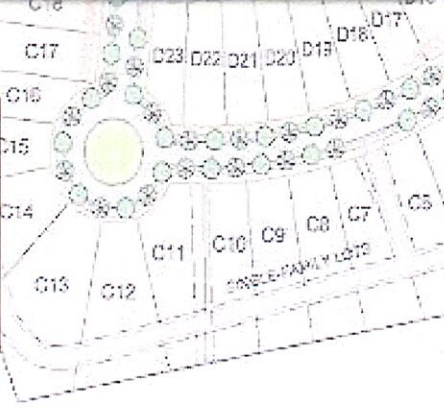


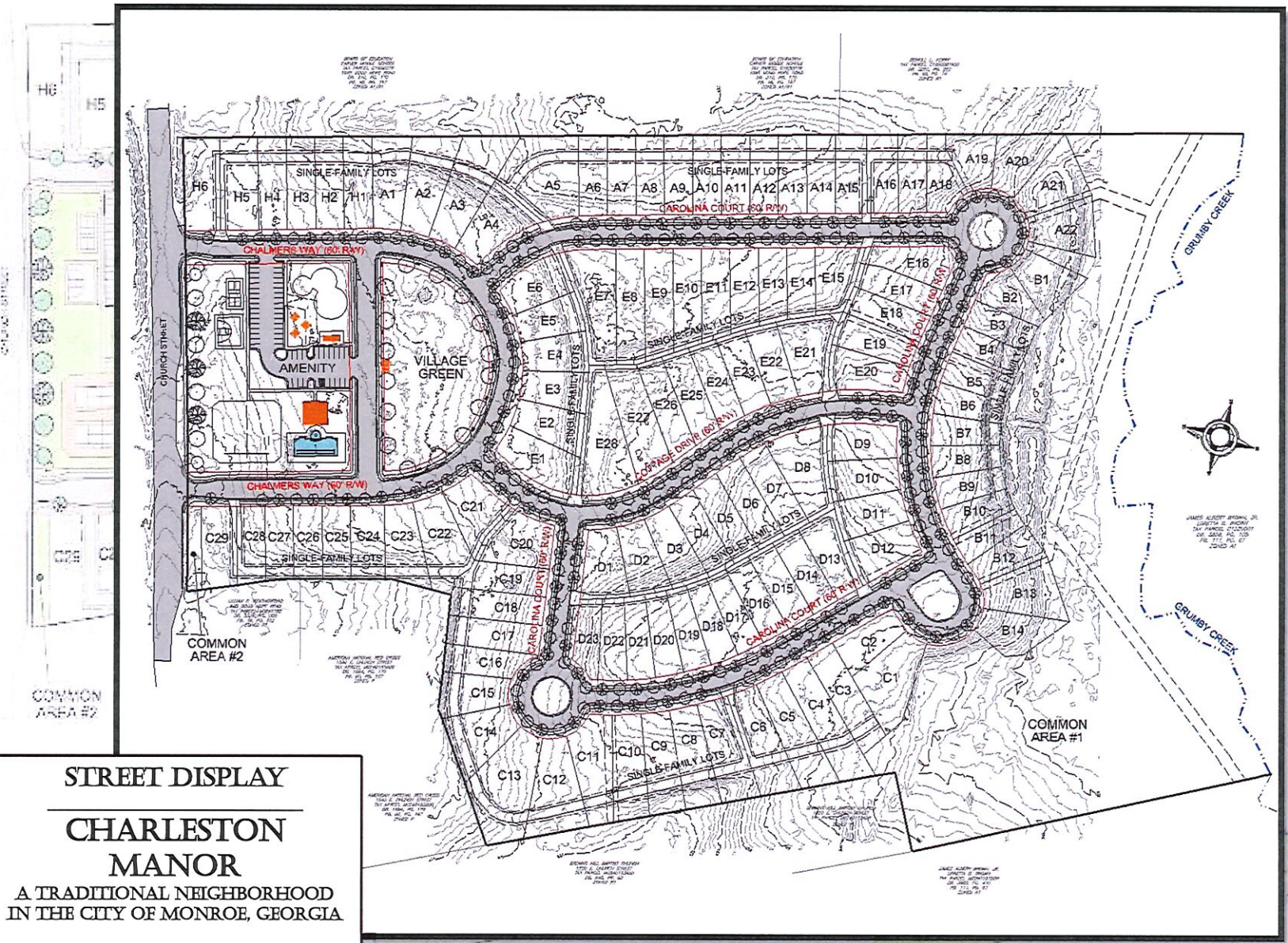
COMMON AREA #2

AMENITY

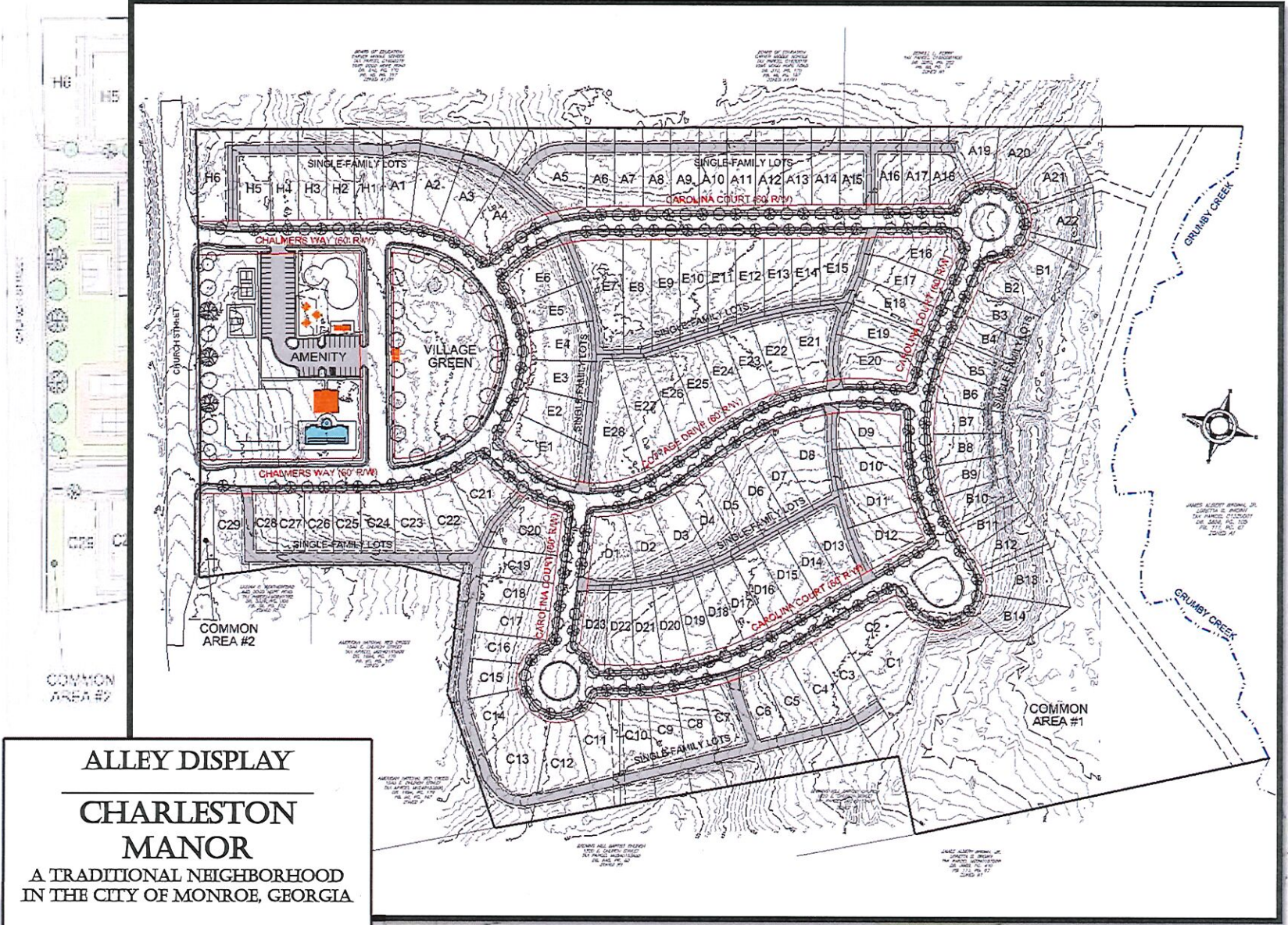
CHARLESTON MANOR

A TRADITIONAL NEIGHBORHOOD
IN THE CITY OF MONROE, GEORGIA

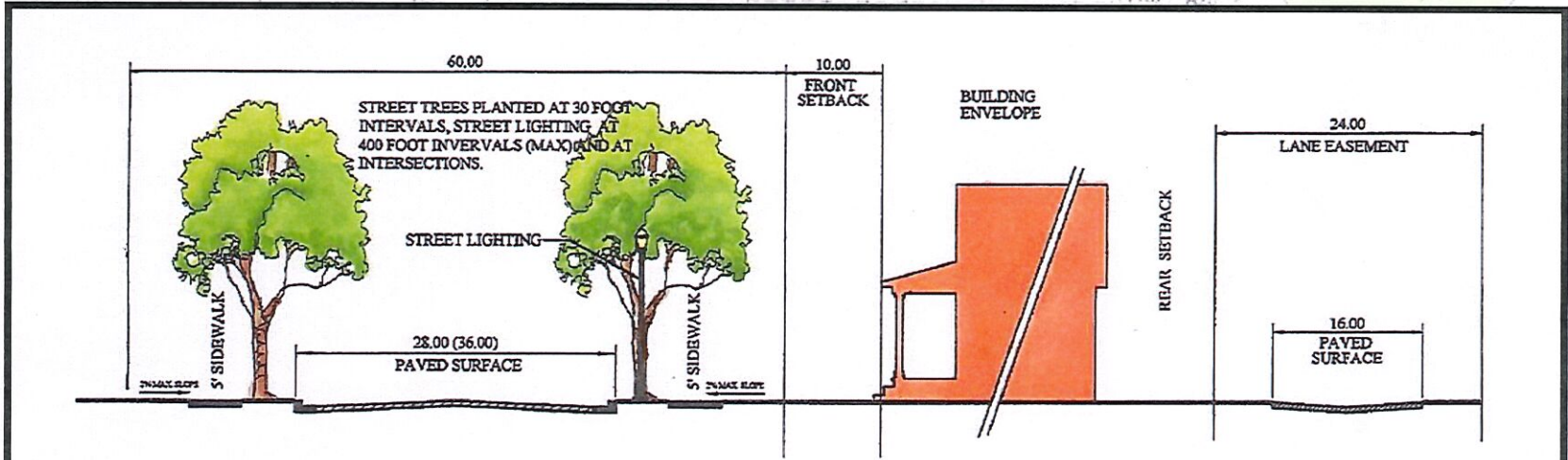




STREET DISPLAY
CHARLESTON MANOR
 A TRADITIONAL NEIGHBORHOOD
 IN THE CITY OF MONROE, GEORGIA

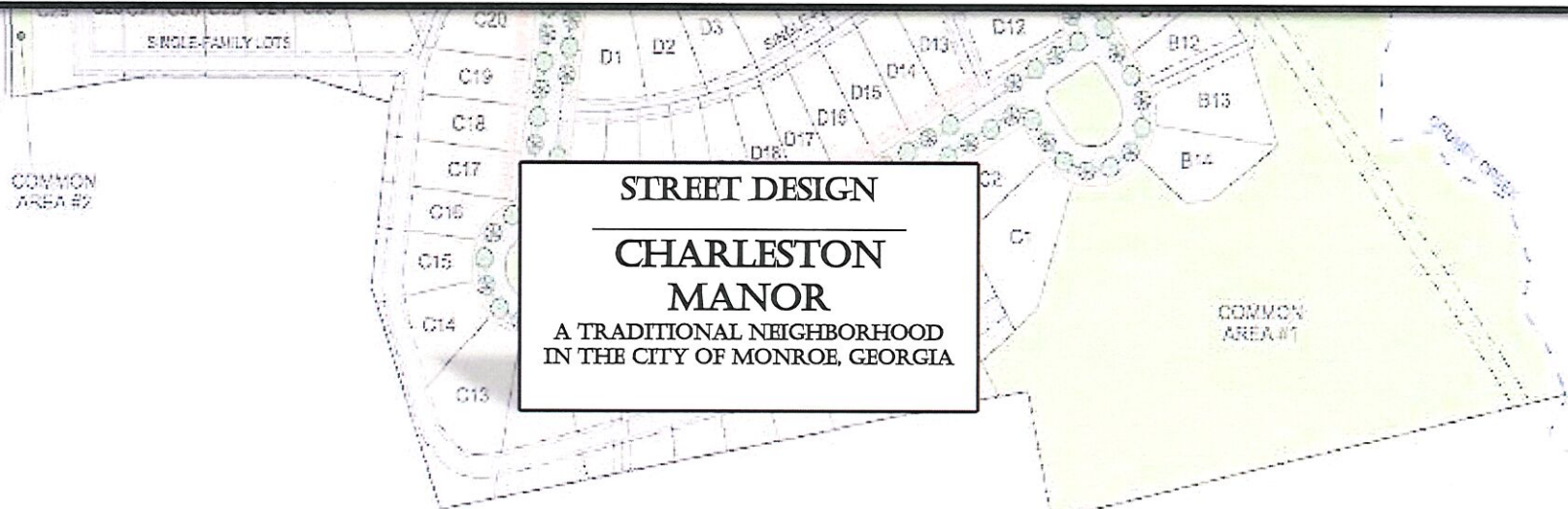


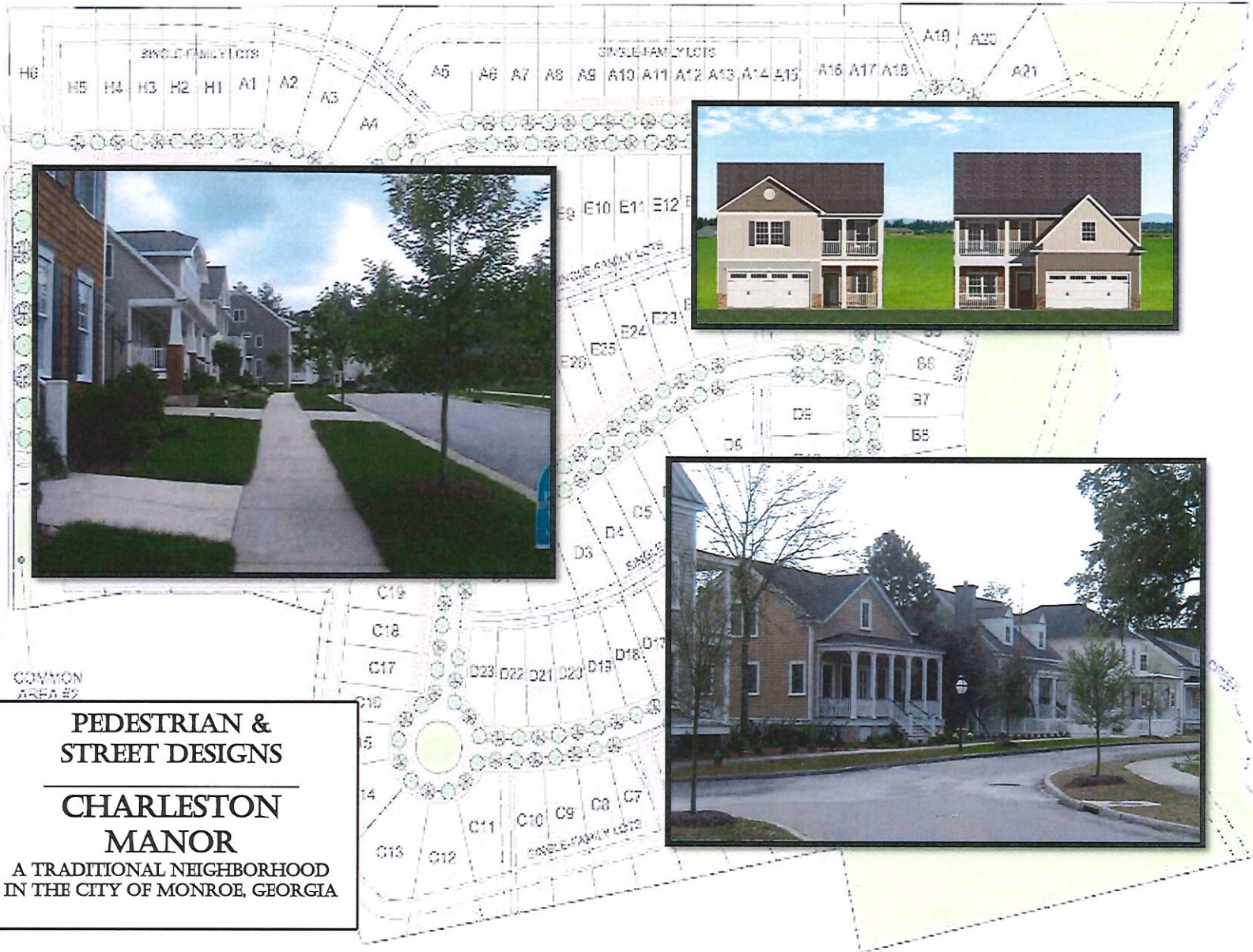
ALLEY DISPLAY
CHARLESTON MANOR
 A TRADITIONAL NEIGHBORHOOD
 IN THE CITY OF MONROE, GEORGIA



STREET CROSS SECTION (60' R/W)

NOT TO SCALE





**PEDESTRIAN &
STREET DESIGNS**

**CHARLESTON
MANOR**

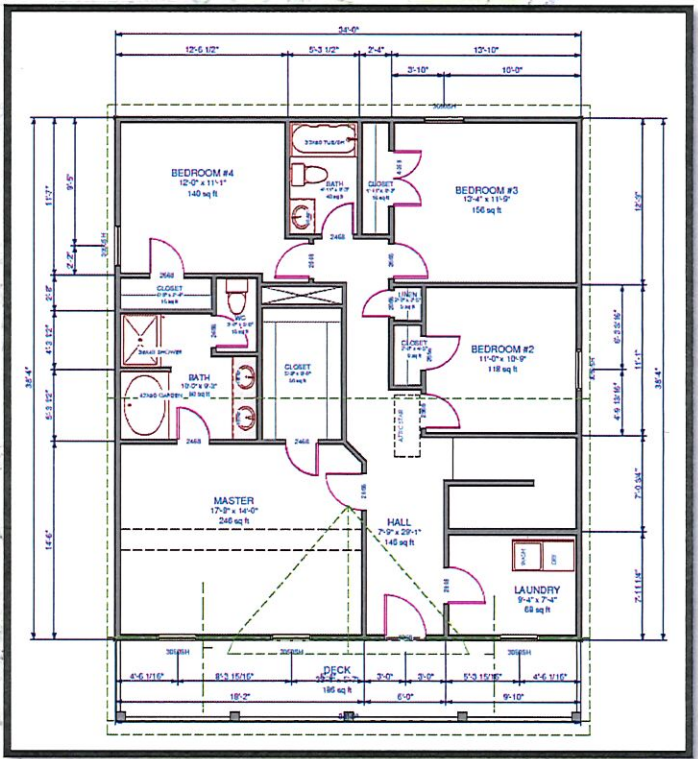
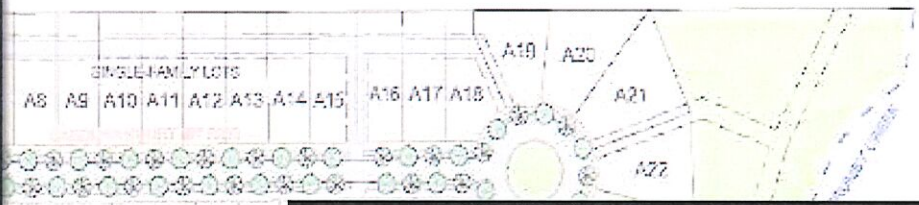
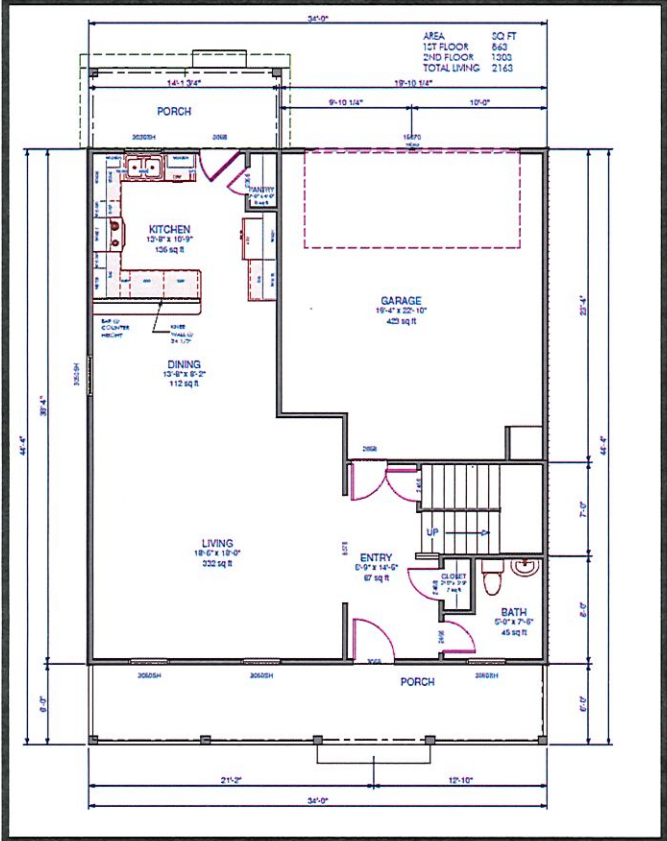
A TRADITIONAL NEIGHBORHOOD
IN THE CITY OF MONROE, GEORGIA



**SINGLE-FAMILY
HOUSES**

**CHARLESTON
MANOR**

A TRADITIONAL NEIGHBORHOOD
IN THE CITY OF MONROE, GEORGIA

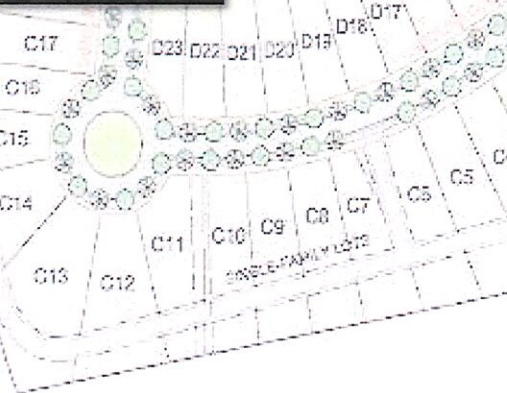


COMMON AREA #7

FLOORPLANS

CHARLESTON MANOR

A TRADITIONAL NEIGHBORHOOD
IN THE CITY OF MONROE, GEORGIA



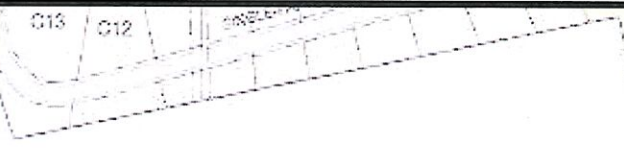
COMMON AREA #1



CONCEPTUAL
MASTER PLAN

**CHARLESTON
MANOR**

A TRADITIONAL NEIGHBORHOOD
IN THE CITY OF MONROE, GEORGIA



CHARLESTON MANOR

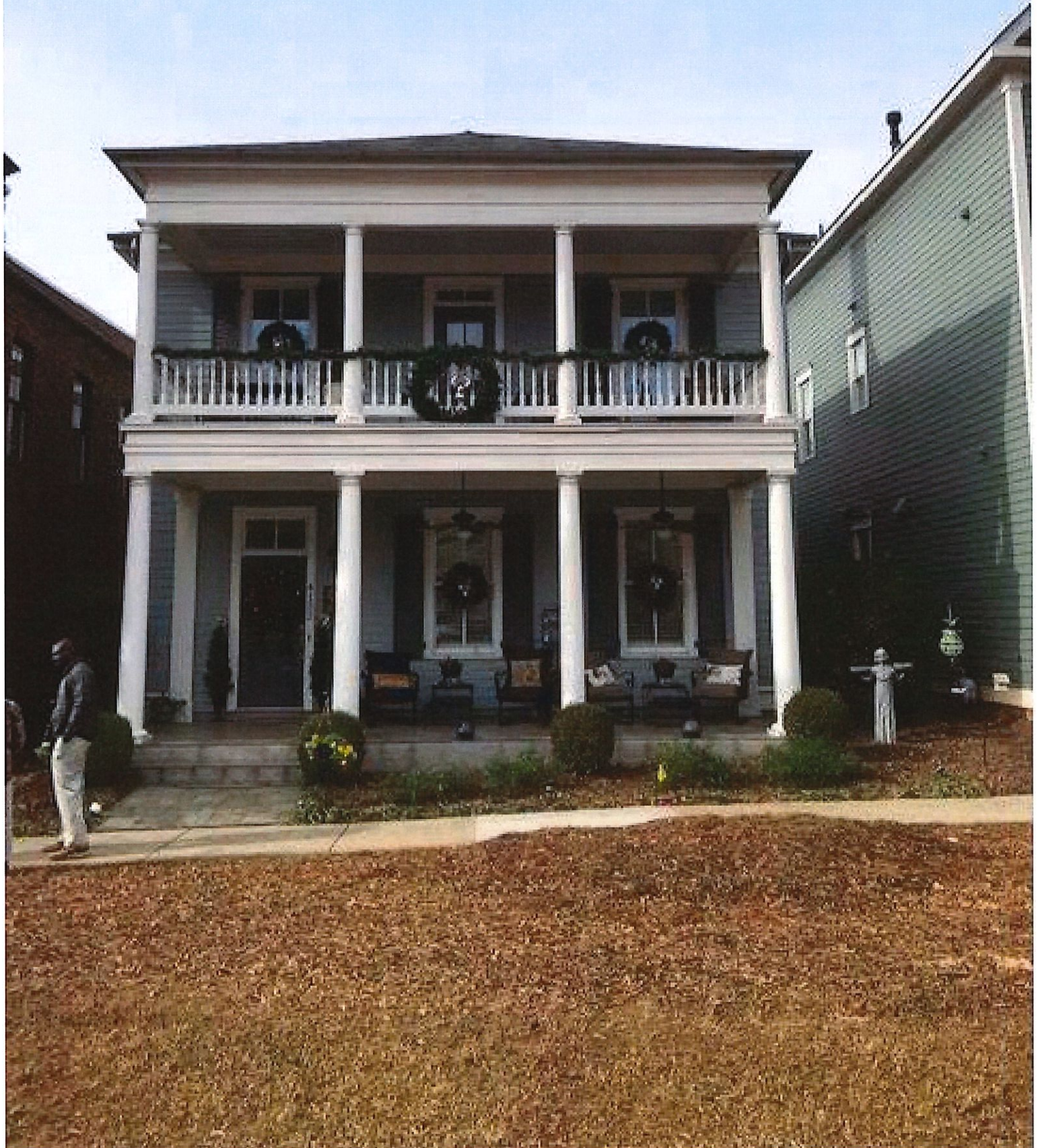


A TRADITIONAL NEIGHBORHOOD IN THE CITY OF MONROE, GEORGIA









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

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- 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

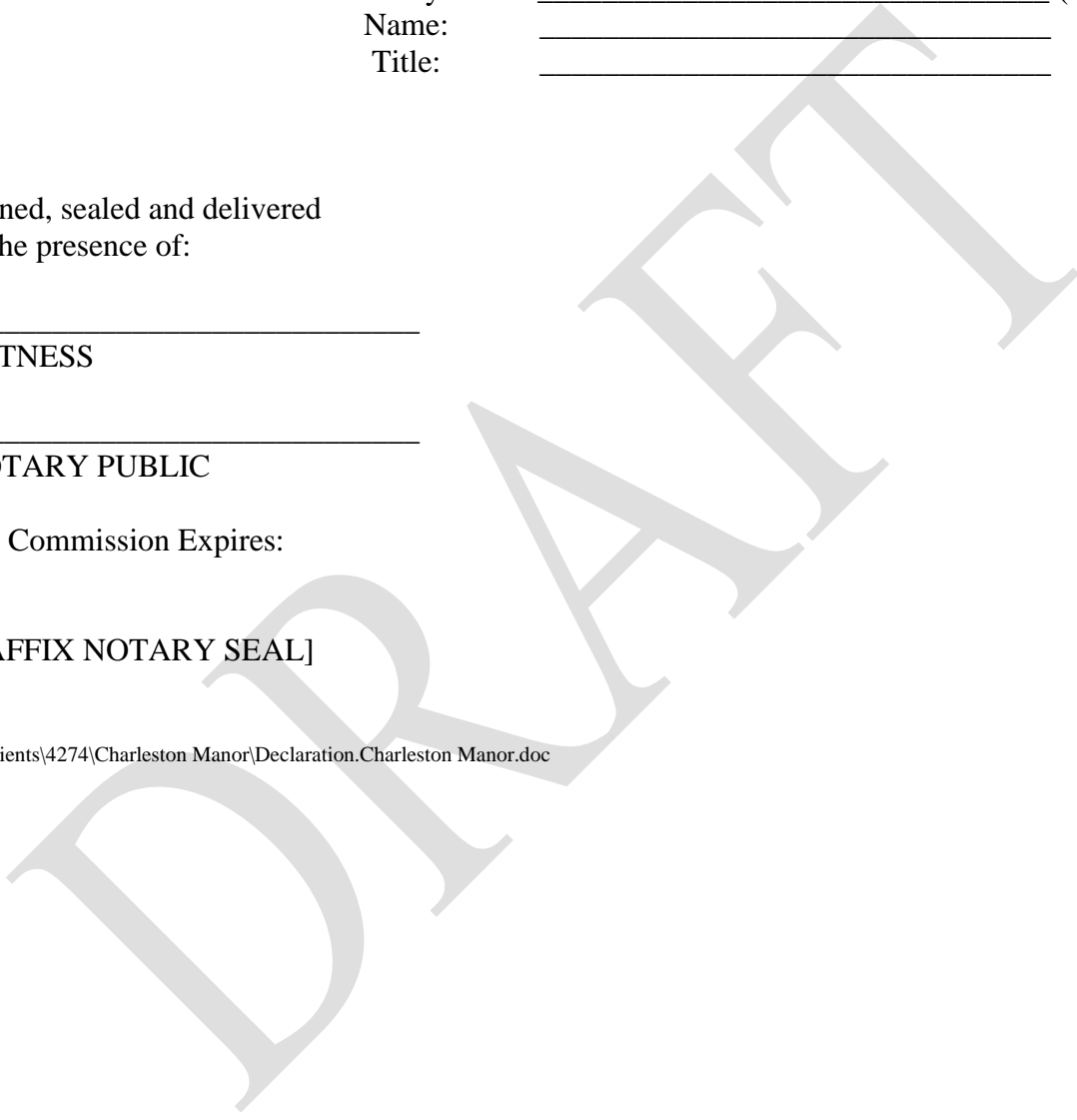


EXHIBIT "A"
Property Description

[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

APPOINTMENTS
Updated

December 11, 2018

Appointed

Term Expires

TREE BOARD APPOINTMENTS (Three year terms)

Jeremiah Still	March 8, 2016	March 1, 2019
Brian Thompson	March 8, 2016	March 1, 2019
Elaine Oakes	February 14, 2017	March 1, 2019
Steve Brown	March 14, 2017	March 1, 2020
Crista Carrell	March 14, 2017	March 1, 2020
Susan Pelham	March 14, 2017	March 1, 2020
Susan Brown	February 13, 2018	March 1, 2021



Appointed Board Member Biography

Name: Elaine B. Dakes

Profession / Business: Retired Position: Executive Director of Keep

Business Address: Walton Beautiful + County Recycling Center

Phone number: 770-267-7614 Fax number: (26 years)

Email address: elainedakes@gmail.com

Home Address: 972 Holly Hill Rd Monroe, GA 31792

Home Phone number: Mobile Phone number: * 770-713-1283

(Please indicate address where you prefer to receive your mail)

Birthday: 9-1-50 Birthplace: Thomasville GA

Education: ABJ (Public Relations) Grady School Univ. of Georgia

Hobbies: Walking, reading, knitting, crafts, grandchildren

Membership in Service Clubs: former Secretary Walton County Historical Society

Social Clubs: PVLBC - Book Club, former Monroe Jr. Soc League

Membership / Offices Held / Other Agency Boards:

President / Sec Keep Georgia Beautiful Executive Director's Assn.

County appointed rep to N.E. Georgia Regional Solid Waste Authority

Civic Appointments: appointed by Gov. Sonny Perdue to Georgia Commission

Political Offices: for Services and Volunteerism

Reason for wanting to serve on Tree Board Board

I was on the original Tree Committee and have always supported beautification efforts as well as education related to environmental awareness



Appointed Board Member Biography

Name: Brian K Thompson

Profession / Business: Utilities Position: Director of Electric and Telecom

Business Address: 215 N Broad St Monroe Ga

Phone number: 404-427-0719 Fax number: N/A

Email address: bkt@monroega.gov

Home Address: 3050 Ike Stone Rd Monroe

Home Phone number: N?A Mobile Phone number: 404-427-0719

(Please indicate address where you prefer to receive your mail)

Birthday: 03/13/1968 Birthplace: Monroe

Education: Degree in Electronics and Multiple certificates from various State agencies.

Hobbies: Outdoor Activities

Membership in Service Clubs: N/A

Social Clubs: N/A

Membership / Offices Held / Other Agency Boards:

Past Member of: Board of Diredtors of ECG, Board of Diredtors of FNA, MEAG Distribution Services

Board. Current Member of Monroe Tree Board, FNA Oppourtunity Committee & ECG PAS Committee

Civic Appointments: N/A

Political Offices: N/A

Reason for wanting to serve on Tree Board

In my capacity as Director of Electric and Telecom I am responsible for all tree maintenance.



Appointed Board Member Biography

Name: Darrell Stone

Profession / Business: City Planner Position: Director of Planning

Business Address: 215 North Broad Street, Monroe Ga 30655

Phone number: (770) 266-5111 Fax number: _____

Email address: dstone@monroega.gov

Home Address: 564 James Powers Road, Monroe GA

Home Phone number: (770) 266-7688 Mobile Phone number: (470) 489-4003

(Please indicate address where you prefer to receive your mail)

Birthday: 01/28/1962 Birthplace: Forth Worth, TX

Education: Bachelor of Landscape Architecture, UGA 1985

Hobbies: Gardening

Membership in Service Clubs: _____

Social Clubs: _____

Membership / Offices Held / Other Agency Boards:

Civic Appointments: _____

Political Offices: _____

Reason for wanting to serve on Tree Board

Desire to foster appropriate trees along city streets that will provide aesthetics, shade, and sense of place for generations to come.



From: Logan Propes, City Administrator
 Department: City Council
 Date: February 5, 2019
 Description: Fireworks Agreement for 4th of July

Budget Account/Project Name: 100-510-523301

Funding Source: 2019 operating budgets: General Fund – Economic Development – Events

Budget Allocation:	\$85,000.00	Allocated in each dept.	n/a
Budget Available:	\$85,000.00	Allocated in each dept.	n/a
Requested Expense:	\$15,000.00	Company of Purchase:	East Coast Pyrotechnics, Inc.

Recommendation:

Staff recommends that the City Council Authorize the mayor to execute the fireworks agreement with East Coast Pyrotechnics, Inc. in the amount of \$15,000.00.

Background:

With the huge success of last year's event, the City of Monroe will be sponsoring the 4th of July fireworks show again. East Cost Pyrotechnics, Inc. will provide the professionally licensed and insured fireworks show on Wednesday, July 4, 2018 and in case of rain, Saturday July 6, 2019. The contract is for \$15,000.00, which was specifically budgeted for in the FY 2019 operating budget. The show is expected to last 20 minutes.

Attachment(s): Fireworks Agreement with East Coast Pyrotechnics, Inc.

EAST COAST PYROTECHNICS, INC.
AGREEMENT

This contract entered in this 8th of January A.D. 2019 by and between EAST COAST PYROTECHNICS, INC. of Catawba, S.C. and City of Monroe (customer) of City Monroe State GA.

WITNESSETH: EAST COAST PYROTECHNICS, INC. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the CUSTOMER one (1) Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of July 4, 2019 (RAINDATE July 6, 2019) Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price or additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of EAST COAST PYROTECHNICS, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, EAST COAST PYROTECHNICS, INC. shall be entitled to 40% of the contract price for costs, damages and expenses. If the fireworks exhibition is cancelled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay EAST COAST PYROTECHNICS, INC. on demand, all EAST COAST PYROTECHNICS, INC.'s out of pocket expenses incurred in preparation for the show including but not limited to, material purchases, preparation and design costs, deposits, licenses, and employee charges.

EAST COAST PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. EAST COAST PYROTECHNICS, INC. enters this agreement contingent upon its ability to secure delivery of product for the display.

It is further agreed and understood that the CUSTOMER is to pay EAST COAST PYROTECHNICS, INC. the sum of \$15,000.00 (50% deposit due upon invoice). A service fee of 1 1/2% per month shall be added if account is not paid in full within 30 days of the show date.

EAST COAST PYROTECHNICS, INC. will obtain Commercial Liability and Property Damage and Workers Compensation insurance. Certificate of Insurance will be provided prior to the event. All the entities listed on the Certificate of Insurance will be deemed as an additional insured per this contract.

Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of 280 ft at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be constructed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by EAST COAST PYROTECHNICS, INC. in the collection or attempted collections of any amount due under this agreement and invoice. Signor of this contract personally guarantees full payment of this agreement.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

EAST COAST PYROTECHNICS, INC.

By _____

Date Signed: January 8, 2019

Scott Donahue
PO Box 209
Catawba, SC 29704
P803-789-5733
F803-789-6440
scott@eastcoastpyro.com

CUSTOMER

By _____

It is duly authorized agent, who represents he/she has full authority to bind the Customer

Date Signed: _____

(Please Type or Print)

Name: _____

Address: _____

Phone: _____

Email: _____

Billing Email: _____



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 deleting Section 54-38 in its entirety 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 City of Monroe. In order to achieve staggered terms, initial appointments as needed 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 additional 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: City Council
From: Patrick Kelley
Department: Planning, Zoning and Code
Date: 12-19-18
Description: Development regulation amendment

Budget Account/Project Name: NA

Funding Source: 2018 NA

Budget Allocation: NA

Budget Available: NA

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

Recommendation: *Approve as submitted*

Background: This is an update of the current regulations which are outdated and somewhat unclear. This update clarifies and simplifies this section of the development regulations and spells out the exact options available for performance and maintenance bonding.

Attachment(s):

ARTICLE 11

PERFORMANCE AND MAINTENANCE AGREEMENT

11.1 PROJECT CLOSEOUT AND CONTINUING MAINTENANCE

11.1.1 Development Performance and Maintenance Agreement

Based on the approved Certificate of Development Conformance, the owner shall file a final Development Performance and Maintenance Agreement with the Code Enforcement Officer, along with any required Certificate of Corporate Resolution and performance or maintenance surety, as a prerequisite to the approval of a Final Plat or issuance of a Certificate of Occupancy for any part of a project included in the development permit, except for single-family and two-family residential structures. The Development Performance and Maintenance Agreement shall be in a form as required by the Code Enforcement Officer and shall include the following:

- a) Final required improvements yet to be completed (e.g., grassing, topping, sidewalks, required landscaping) and performance bonding. Final landscaping shall be provided in accordance with a schedule acceptable to the Code Enforcement Officer. The developer may be allowed up to three months after the date of approval of the Certificate of Development Conformance in which to finish the other designated improvements.
- b) Maintenance of the public streets and drainage facilities within public streets or easements for the bonding period after the date of approval of the Certificate of Development Conformance. Repairs shall be made for any deficiencies identified within the bonding period or the bonds shall be called to complete same.
- c) Indemnification of the City against all liability for damages arising as a result of errors or omissions in the design or construction of the development for a period of ten years. If liability is subsequently assigned or transferred to a successor in title or other person, a copy of such legal instrument shall be filed with the Clerk of the Superior Court.

11.1.2 Maintenance and Performance Surety

- a) The maintenance surety and the performance surety may be in the form of cash deposited with the City, a bond, letter of escrow, or letter of credit from the developer's bank or other financial institution in a form acceptable to the Code Enforcement Officer or the City Attorney.

OLD VERSION

- b) Performance surety and Maintenance surety shall, in all cases, be provided based on the engineers cost estimate of all required improvements. The Maintenance surety period of application shall not be less than 18 months from installation of the wearing course or final topping for a one-pass street and not less than 12 months from the installation of the binder for a two-pass street and which time shall be extended equal to any extension of time for the Performance Bond granted by the Code Enforcement Officer but not to exceed 24 months. The Performance Bond period of application shall not exceed one year unless an extension of an additional 3 calendar months has been granted by the Code Enforcement Officer. All cost estimates shall be as prepared by or acceptable to the City.

- c) A maintenance bond for the water system improvements and the sanitary sewer facilities may be required separately by the City of Monroe Water and Gas Department in accordance with their regulations. For the water system improvements, the contractor employed by the developer shall be responsible for maintenance of all water mains and appurtenances for one year from the date of approval of the Certificate of Development Conformance by correcting all defects or deficiencies in materials or workmanship.

**AN ORDINANCE TO AMEND THE DEVELOPMENT REGULATIONS OF THE
CITY OF MONROE, GEORGIA.**

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

ARTICLE I.

**The Development Regulations for the City of Monroe, officially adopted July 06, 1999,
as thereafter amended, are hereby amended by implementing the below text
amendment as follows:**

**Article 11 is hereby amended by deleting said Article 11 in its entirety and replacing
it with the following in lieu thereof:**

Article 11

PERFORMANCE AND MAINTENANCE BONDS

11.1. Performance and Maintenance Agreement

Prior to the approval of a Final Plat or Certificate of Occupancy, the Developer shall provide to the City a Performance and Maintenance Agreement in a form as required by the City.

11.1.1 Performance Surety

1. When Required. Performance surety shall be required, prior to the approval of a Final Plat or Certificate of Occupancy, for any Development containing unfinished amenities, improvements, or installations required to be constructed by These Regulations or the Zoning Ordinance or as a condition of any approval or permit granted thereunder which the Code Enforcement Officer, in his sole discretion, determines to be the result of unusual weather, site conditions, or construction phasing situations. All other Developments shall be completed prior to the approval of a Final Plat or Certificate of Occupancy.
2. Purpose. Performance surety shall be conditioned upon the faithful performance by the Developer of all work required to complete all amenities, improvements, and installations for the Development in compliance with These Regulations or the Zoning Ordinance and any approval or permit granted thereunder within one (1) year of the approval of the Final Plat or Certificate of Occupancy.
3. Form. Performance surety shall be payable to the City of Monroe in the form of:

- a). Cash deposited in an account with the City of Monroe along with an escrow agreement, in a form acceptable to the Code Enforcement Officer and the City Attorney, from the Developer; or
- b). A surety bond, in a form acceptable to the Code Enforcement Officer and the City Attorney, from a company that is listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570) as of the date of issuance and authorized by law to do business in the State of Georgia; or
- c). An irrevocable letter of credit, in a form acceptable to the Code Enforcement Officer and the City Attorney, from a financial institution that has a Texas Ratio of less than 100% as of the date of issuance and is authorized by law to do business in the State of Georgia.

- 4. Amount. Performance surety shall be in an amount equal to the cost of construction of the required work plus an additional fifty percent (50%) of said costs, as calculated by the Code Enforcement Officer.
- 5. Period. Performance surety shall be for a period of one (1) year unless authorized for a longer period of time by the Code Enforcement Officer.
- 6. Release and Forfeiture. Performance surety shall be released to the Developer upon request if all work required to complete all amenities, improvements, and installations for the Development in compliance with These Regulations and any approval or permit granted thereunder has been completed timely. If such work has not been completed within the required performance surety period, the performance surety shall be forfeited to the City of Monroe.

11.1.2 Maintenance Surety

- 1. When Required. Maintenance surety shall be required, prior to the approval of a Final Plat or Certificate of Occupancy, for any Development containing public improvements.
- 2. Purpose. Maintenance surety shall be conditioned upon the faithful maintenance by the Developer of the public improvements in compliance with These Regulations or the Zoning Ordinance and any approval or permit granted thereunder for a period of two (2) years following the approval of the Final Plat or Certificate of Occupancy.
- 3. Form. Maintenance surety shall be payable to the City of Monroe in the form of

- a) Cash deposited in an account with the City of Monroe along with an escrow agreement in a form acceptable to the Code Enforcement Officer and the City Attorney, from the Developer; or
 - b) A surety bond, in a form acceptable to the Code Enforcement Officer and the City Attorney, from a company that is listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570) as of the date of issuance and authorized by law to do business in the State of Georgia; or
 - c) An irrevocable letter of credit, in a form acceptable to the Code Enforcement Officer and the City Attorney, from a financial institution that has a Texas Ratio of less than 100% as of the date of issuance and is authorized by law to do business in the State of Georgia.
4. Amount. Maintenance surety shall be in an amount equal to fifty percent (50%) of the cost of construction of the public improvements, as calculated by the Code Enforcement Officer.
 5. Period. Maintenance surety shall be for a minimum period of two (2) years as determined by the Code Enforcement Officer.
 6. Release and Forfeiture. Maintenance surety shall be released to the Developer upon request if the public improvements have been maintained in compliance with These Regulations or the Zoning Ordinance and any approval or permit granted thereunder for the requisite period. If the public improvements are not so maintained by the Developer for the entirety of the requisite maintenance surety period, the maintenance surety shall be forfeited to the City of Monroe.

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. 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: City Council, City Administrator
From: Sadie Krawczyk
Department: Administration (ED)
Date: 1/18/19
Description: Approval is being sought for the 2nd year of funding of the 3-year contract with NextSite for research, marketing & consulting services in the development and implementation of a retail recruitment strategy. The contract for services was approved in January of 2018.

Budget Account/Project Name:

Funding Source: 2019 Budget Expense

Budget Allocation: \$30,000.00

Budget Available: \$30,000.00

Requested Expense: \$23,000.00

Company of Purchase: NextSite

Recommendation:

Staff recommends the APPROVAL of this request in accordance with the 3-year contract approved in January of 2018.

Background:

The City Council elected to hire NextSite to develop a marketing strategy for the city and to represent the interests of the City of Monroe to potential retailers. Andy Camp from Nextsite gave an annual report to the council in November of 2018.

Attachment(s):

Nextsite Invoice

NextSite LLC

880 Montclair Rd
Suite 525
Birmingham, AL 35213

Invoice **166**

Date	Invoice #
12/14/2018	165

Bill To
City of Monroe Sadie Krawczyk 215 N Broad Street Monroe, GA 30655

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Retail Consulting Services Year 2 Renewal	23,000.00	23,000.00
Annual Renewal. We appreciate the opportunity to work with you and your community.		Total	\$23,000.00



To: Monroe City Council
From: Sadie Krawczyk
Department: Planning & Development (ED)
Date: 1/31/19
Subject: Contracts for Concert Series

Budget Account/Project Name: Economic Development/Events

Funding Source: General Budget Funds

Budget Allocation: \$85,000

Budget Available: \$85,000

Requested Expense: \$17,700

Company of Purchase: Various

Description:

Various contracts with bands to perform at 4 concerts this summer.

Background:

We will host 4 First Friday Concerts on May 3, June 7, August 2 and September 6. Each band booked for the concerts has a separate contract agreement with the City of Monroe to perform.

Attachment(s):

Concert contract package (35 pages)



2019

First Friday Concert Series

DATE	BAND		BAND COST
May 3, 2019	On the Border- Eagles Tribute		\$6,000.00
June 7, 2019	Side Hustle		\$200.00
August 2, 2019	Departure – Journey Tribute		\$5,000.00
September 6, 2019	The Swingin' Medallions		\$6,500.00
Concert Series Band Total			\$17,700.00



ON the BORDER –The Ultimate Eagles Tribute

11500 Plaza Road EXT * Charlotte, NC 28215

704-533-1829 ph · 888-547-55378

bandmanager@ultimateeagletribute.com

This contract for the personal services of entertainers on the engagement described below, made AUGUST 20, 2018 between the Purchaser of Entertainment **CITY OF MONROE, GA** (herein called "Presenter") and **THE ULTIMATE EAGLES TRIBUTE – ON THE BORDER** (herein called "Artist") for talent booking.

Performance Date: FRIDAY MAY 3, 2019
Performance Info: 7:00PM – 10:15PM
Performance Location: 215 N. BROAD STREET (HISTORIC COURTHOUSE) MONROE, GA
Type of Event: FIRST FRIDAY CONCERT SERIES

Signed Contract due by FEBRUARY 15, 2019.

FEE: \$6,000.00

Retainer: \$3,000.00 payable to Ultimate Eagles Tribute, LLC on/by 2/28/19.

Balance: \$3,000.00

Payable to: Ultimate Eagles Tribute, LLC at event.

Other Terms and Conditions (see attached rider)

Presenter to provide production Sound & Lights

Production to allow Band to Mix FOH

Presenter to SIGN attached Artist Rider

Presenter to provide 4 double Hotel Rooms.

Artist to perform straight 2 hour show w/opening act from 7-8pm.

PLEASE USE EXACT WORDING IN ALL ADVERTISING & MUST GET PRE-APPROVAL FOR ANY PHOTOS USED FOR ADS "THE ULTIMATE EAGLES TRIBUTE – ON THE BORDER"

Presenter

X _____

Signed _____ Date _____

Name(s): Leigh Ann Walker C/o City of Monroe, GA

Address: PO Box 1249, Monroe, GA

Phone: Michele Thrasher day-of-show contact 770-601-0745

Presenter to print, sign & return contract – Faxed copies are binding

Presenter shall be responsible for any damage which occurs to the Artist's equipment during the engagement if said damage is caused by either the Presenter or any person(s) attending the engagement either as a guest or member.

The agreement of the Artists to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics acts of God, or any other legitimate conditions beyond their control.

PROVISIONS: Artist(s) shall not be required to perform outdoors if there is rain or if high winds make performance unsafe for Artist(s). If any of these conditions exist and Purchaser has no suitable indoor location, Purchaser agrees to pay Artist(s) in full. If Artist(s) have been instructed to set up outdoors and inclement weather prevents or interrupts performance, Purchaser agrees to pay them in full. Once set up either indoors or outdoors, Artist(s) are not required to move or re-set up.

CANCELLATION: If Purchaser elects to cancel this performance other than an Act of God, notice must be given in writing to Management no less than 60 days prior to performance date. If Purchaser cancels 60 days or less, 100% of the full amount is immediately owed to Artist, unless an agreed upon make-up date is booked at the time of cancellation, and no fee is required.

The Ultimate Eagles Tribute On The Border Contract Rider

170

(Local Production to be Provided by Presenter)

8 TOTAL PAGES

2019

Any Changes to this rider should be made in writing and approved by artist Manager first. Please make necessary changes, initial each page, sign and return with the signed contract.

Thank you for booking On the Border. My name is Scooter Abrams, Manager, for OTB. Please have your Production Mgr contact me at (704)-533-1829 to advance the show to ensure we can provide you & your guests with a great show.

BILLING/ADVERTISING

Billing for ALL advertising, marketing materials, announcements, marquees, etc. shall be billed as follows with **NO EXCEPTIONS!**

“The Ultimate Eagles Tribute – On The Border”

(This is for the best possible Attraction Description to entice ticket sales)

1. OTB will be in large van w/trailer..

*Please make sure adequate parking is available at load-in.

2. **HOTEL rooms** required for all out of town show's more than 90 miles away that end after 10pm <AND/OR> all shows 2 or more hours from Charlotte, NC.

* **Four (4) Double Queen** hotel rooms at a Hilton or Marriott family brand or equivalent hotel
(if none of the brands are in your area, please clear options available with management-NO EXCEPTIONS)

PLEASE provide phone/fax numbers and show times ASAP so I can complete my itineraries.

Thank you.

1. MATERIAL BREACH OF CONTRACT:

Each of the terms and conditions in this Rider and Contract is necessary and essential for Artist's full performance of its obligations hereunder. Accordingly, if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the Rider or the Contract (including, without limitation, the payment of any monies due and any services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Artist shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this contract; (ii) to cancel the Engagement; and (iii) to retain any amounts paid to Artist as partial compensation.

If on or before the date of the Engagement, Purchase has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchase has been impaired or is unsatisfactory (in Artist's good faith opinion), Artist shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately, Purchaser shall be deemed in anticipatory breach of contract. In such event, Artist shall have the right, without further obligation to Purchaser (i) to refuse to perform this contract; (ij) to cancel the Engagement: (iii) to retain any amounts paid to Artist as partial compensation; and (iv) Purchaser shall remain liable to Artist for the full contract price, including any percentage monies due. The foregoing is in addition to all other rights and/or remedies available to Artists in law and/or equity.

2. CANCELLATION:

If Purchaser elects to cancel this performance other than an Act of God, notice must be given in writing to Management no less than 60 days prior to performance date & agrees to forfeit deposit unless an agreed upon make-up date is booked at the time of cancellation.

If Purchaser cancels 60 days or less, 100% of the full amount is immediately due to Artist.

3. FORCEMAJEURE:

If Artist's performance(s) hereunder is rendered impossible, hazardous, or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption, or failure of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of public authority, and/or any other cause or event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing, and able to perform, Purchaser shall remain liable to pay Producer the full contract price, including any percentage monies due for regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include Artist or any member thereof.

4. INCLEMENT WEATHER:

Artist's obligation hereunder shall be excused and Artist shall have no liability to Purchaser if Artist determines in good faith the performance is (or is likely to be) rendered impossible, hazardous, or is otherwise prevented or impaired due to inclement weather. In such event (and notwithstanding anything to the contrary,) Purchaser shall remain liable to Artist for the full contract price plus any percentage monies called for in the Contract.

5. INSURANCE:

Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering any claims, liabilities, or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the venue, but shall not be less than One Million US dollars (\$1,000,000) per event, placed with an insurance carrier acceptable to the Producer. Purchaser shall cause Producer, Artist, and each of their respective agents and employees to be listed as additional insured in connection with the foregoing insurance policies.

6. PROMOTER'S REPRESENTATIVE:

Purchaser shall ensure a person who is authorized to make decisions on his/her behalf will be present at load-in and sound check.

7. DRESSING ROOM:

Purchaser shall provide one (1) private dressing room for up to 10 people. Room must include sufficient seating, electrical outlets, temperature controls, and adequate ventilation. If room is lockable, the key shall be given to the Tour manager at the time of load in. The dressing room will not be shared with any other acts. The backstage area must have restroom facilities other than those used by patrons and staff. Direct access to the stage, without passing through the audience area, is required. If it's necessary to pass through the audience, please have clear access.

8. PAYMENT:

Payment Required PRIOR to performance **payable to ULTIMATE EAGLES TRIBUTE, LLC.**

9. COMPLIMENTARY TICKETS (when applicable)

PROMOTER shall provide ARTIST with twenty (20) complimentary tickets to each show as parcel to this agreement. Additional tickets will be required for major markets and hometown shows.

10. STAGEHANDS:

If Load-In is more than 50ft roll on flat paved surface from parking to stage, Purchaser shall provide 4 sober stagehands for load-in AND load-out.

11. VENUE CONTACTS:

Purchaser shall furnish Artist's management with the names and telephone numbers of Production manager, Stage manager, Club manager, sound, and lighting technicians at least FOUR (4) weeks prior to the date of the Engagement. Load-in and sound check times will be determined when the show is advanced.

12. SECURITY:

Purchaser shall, at own expense, employ security personnel who shall:

- 1) Protect the Artist's personal property during and after the performance.
- 2) **Ensure the stage is kept free of any persons other than those directly involved with the Performance at all times.**
- 3) Place one (1) security person outside the Artist's dressing room throughout their stay in the venue and especially when the Artist is on stage.

13. MANAGEMENT APPROVAL:

1) If On the Border is headlining a multi-band event and all acts sound check BEFORE the event starts, under NO CIRCUMSTANCE are other bands allowed to load-in/set-up before OTB has loaded in & set the stage with gear.

****If a plug & play, where gear is not pre-staged, OTB requires 1 hour for set change.**

- 2) Equipment changeover or sharing (at Artist's discretion)
- 3) Complete control of PA System, stage lighting during our performance.

14. MERCHANDISE:

Artist shall have the sole and exclusive right to sell any of Artist's merchandising with no fee to the house We sell T's for \$15, there is not enough margin to pay a % to the venue.

****PRODUCTION REQUIREMENTS******STAGE MUST BE READY FOR BAND BEFORE ARRIVAL****1. SOUND REQUIREMENTS**

The following is to be provided by PROMOTER at no cost to the ARTIST: ARTIST'S Tour or Production Manager shall advance ARTIST'S sound and lighting specifications. PROMOTER shall provide Lighting, PA (Racks and Stacks) and FOH mixing board that will be adequate to cover the Venue at a comfortable listening volume.

2. FOH Mixing Position

The FOH mix location should not exceed 75ft from downstage center. If in a theater setting, please make every effort to not be positioned under an overhang. If seating blocks are a problem, please discuss with Tour Manager or Production Manager prior to final decision. IT IS THE INTENT OF THE FOH MIXER TO HAVE THE IDEAL MIX LOCATION TO INSURE THE HIGHEST QUALITY MIX FOR EVERYONE.

3. MAIN SPEAKER SYSTEM:

Sufficient PA **STEREO SET UP with Aux Fed Subs Preferred**. If Ground stacked the tops must be of sufficient height to cover seating/standing area.

4. FOH CONSOLE:

House mixing console with a minimum of (32) channels & (8) aux sends.

Preferred Digital: Soundcraft SI, Soundcraft VI, Yamaha M7, Yamaha PM5d, SC48

In case of analog console please provide 1 stereo 31 band FOH EQ, 4 channels of gate, 1 reverb fx unit, 1 delay fx unit. OTB travels with personal sound engineer and requires complete control of PA System & Directing stage lighting during our performance.

5. MONITOR SYSTEM

Artist Currently travels completely self-contained with a Monitor Rig consisting of mixing console, 30'split tails, drop snakes, xlr cables, mic stands and microphones.

6. LIGHTS - Minimum Requirements:

Purchaser shall provide professional lighting & controller with a minimum of (20) par cans or LED (10 upstage & 10 back) configured for stage plot. We also prefer (4) downstage leko spots and (2) upstage leko spots for larger stages & indoor venues.

7. POWER REQUIREMENTS

FOH: 1 20amp quad
 MON: 1 20amp quad
 Stage: 2 separate 20 amp circuits/ 1 stage left – 1 stage right
 4 quads upstage
 2 quads downstage

8. ADDITIONAL EQUIPMENT:

One (1) (8' x 8' x 2') with black skirting is required for around Drum Riser

One (1) (4' x 8' x 1') with black skirting is required for around Keyboard Riser

9. SOUND CHECK:

ARTIST must be given time for a complete sound check prior to the admittance of the audience for concert. ARTIST shall use his full array of equipment and shall not be required to perform under any other condition. **A minimum of 60 minutes is required for sound check once gear is set up & prior to performance. If sound check is delayed due to the production crew, the public will not be admitted to the place of the Engagement until sound check has been completed.**

10. STAGE: **A RAMP IS REQUIRED FOR ALL STAGES** - INITIAL: _____

Professionally built and maintained mobile stages such as Stageline SL series, Apex stages, ETC are acceptable. Any other type of temporary stage and roof system must be properly built, leveled and secured with adequate support, guy lines, ballast and up to code safety features in place. Secured steps with handrails and a ramp must be available upon arrival.

STAGE SPECIFICATIONS AND CONTROL POSITIONS

Minimum Dimensions

- (a) Minimum Main Stage: 24' wide x 20' deep x 4' high
- (b) One set of stairs w/hand rails to be set each side of stage.
- (c) **One loading ramp with a minimum width of 36" and no more than 18* slope**
- (d) FOH position ideally no more than 75ft from front of stage as close to the centerline as possible. Please avoid allocating the FOH lighting and sound positions under balconies or other sound hampering and low lighting sight obstructions and Secure with bicycle gate or barricade type structure.

11. OUTDOOR SHOWS:

All Staging, FOH and Monitor mix positions shall be covered adequately from the weather.

Purchaser shall provide large tarps or rolls of plastic with 1 roll of Gaff tape.
(If available 1 - 12x12 tent behind the stage).

Catering and Hospitality Rider

175

1) LOAD-IN: At the scheduled load-in time, the following shall be provided for band and crew:

I. One (1) large cooler or bus tub filled with ice and containing an assortment of drinks: preferences include Bottled Water and Vitamin Water and Green and/or Orange Gatorade.

~~In Addition to:~~

~~2. Oct March During Fall and Winter Freshly brewed coffee, with cups with cream and sugar, hot water with assortment of herbal Teas and honey and lemon.~~

2) DINNER: Eight (8) hot and well-balanced meals or a cash buyout of \$20 per person (\$160 total). PLEASE CLEAR WITH MANAGER IN ADVANCE

Example: Baked or grilled Beef, Chicken, Pork or Fish, salad with choice of dressings, fresh and/or steamed vegetables, rice, potatoes etc. Both sweet and un-sweet tea. **No BBQ, Italian, Fried or spicy foods.**

3) DRESSING ROOM: To be available and iced down three (2) hours prior to Show.

1. (1) Case of bottled water (FIJI or Smart Water preferred)
2. ~~(18) Corona with bottle opener & cut limes~~
3. ~~(1) 750ml Bottle Jagermeister~~
4. (6) Diet Mt Dew
5. (4) Cans Red Bull
6. (6) bottles of Vitamin Water-assorted flavors
7. (2) bags of Baked chips & Ranch Dip
8. (12) 16 oz plastic Solo cups
9. (1) Container filled with clean ice for drinks
10. (8) clean, hand towels - no bar rags please

Please check with Tour Manager regarding any possible substitutions

- (a) The terms of this agreement are confidential and shall not be disclosed by either of the parties hereto.
- (b) Stage Plot, Lighting Specs & Input List (see attached)
- (c) The above constitutes the sole, complete and binding agreement between the parties hereto. Technical conditions necessary for the performance of the ARTIST shall be adhered to without exception. If, for any reason a requirement cannot be met, make a verbal or written notification to the ARTIST'S representative immediately. If the PROMOTER is unable to meet a requirement due to his/her inability to arrange for a service or item, and that service or item can be provided by the sound, lighting or trucking companies, or their subcontractors, the PURCHASER shall be liable for any and all reasonable fees, charges or other remuneration's required to provide said service or item.

Accepted by and agreed to;

PRESENTER: _____ Date: _____

PRINT NAME: _____

STAGE PLOT & INPUT LIST

PLEASE CONTACT TOUR MANAGER FOR UPDATED PLOT / INPUT LIST

****PRODUCTION REQUIREMENTS******STAGE MUST BE READY FOR BAND BEFORE ARRIVAL****1. SOUND REQUIREMENTS**

The following is to be provided by PROMOTER at no cost to the ARTIST: ARTIST'S Tour or Production Manager shall advance ARTIST'S sound and lighting specifications. PROMOTER shall provide Lighting, PA (Racks and Stacks) and FOH mixing board that will be adequate to cover the Venue at a comfortable listening volume.

2. FOH Mixing Position

The FOH mix location should not exceed 75ft from downstage center. If in a theater setting, please make every effort to not be positioned under an overhang. If seating blocks are a problem, please discuss with Tour Manager or Production Manager prior to final decision. IT IS THE INTENT OF THE FOH MIXER TO HAVE THE IDEAL MIX LOCATION TO INSURE THE HIGHEST QUALITY MIX FOR EVERYONE.

3. MAIN SPEAKER SYSTEM:

Sufficient PA **STEREO SET UP with Aux Fed Subs Preferred**. If Ground stacked the tops must be of sufficient height to cover seating/standing area.

4. FOH CONSOLE:

House mixing console with a minimum of (32) channels & (8) aux sends.

Preferred Digital: Soundcraft SI, Soundcraft VI, Yamaha M7, Yamaha PM5d, SC48

In case of analog console please provide 1 stereo 31 band FOH EQ, 4 channels of gate, 1 reverb fx unit, 1 delay fx unit. OTB travels with personal sound engineer and requires complete control of PA System & Directing stage lighting during our performance.

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Artist Currently travels completely self-contained with a Monitor Rig consisting of mixing console, 30'split tails, drop snakes, xlr cables, mic stands and microphones.

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Purchaser shall provide professional lighting & controller with a minimum of (20) par cans or LED (10 upstage & 10 back) configured for stage plot. We also prefer (4) downstage leko spots and (2) upstage leko spots for larger stages & indoor venues.

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 Stage: 2 separate 20 amp circuits/ 1 stage left – 1 stage right
 4 quads upstage
 2 quads downstage

8. ADDITIONAL EQUIPMENT:

One (1) (8' x 8' x 2') with black skirting is required for around Drum Riser
 One (1) (4' x 8' x 1') with black skirting is required for around Keyboard Riser

9. SOUND CHECK:

ARTIST must be given time for a complete sound check prior to the admittance of the audience for concert. ARTIST shall use his full array of equipment and shall not be required to perform under any other condition. **A minimum of 60 minutes is required for sound check once gear is set up & prior to performance. If sound check is delayed due to the production crew, the public will not be admitted to the place of the Engagement until sound check has been completed.**

10. STAGE: A RAMP IS REQUIRED FOR ALL STAGES - INITIAL:

Professionally built and maintained mobile stages such as Stageline SL series, Apex stages, ETC are acceptable. Any other type of temporary stage and roof system must be properly built, leveled and secured with adequate support, guy lines, ballast and up to code safety features in place. Secured steps with handrails and a ramp must be available upon arrival.

STAGE SPECIFICATIONS AND CONTROL POSITIONS**Minimum Dimensions**

- (a) Minimum Main Stage: 24' wide x 20' deep x 4' high
- (b) One set of stairs w/hand rails to be set each side of stage.
- (c) **One loading ramp with a minimum width of 36" and no more than 18* slope**
- (d) FOH position ideally no more than 75ft from front of stage as close to the centerline as possible. Please avoid allocating the FOH lighting and sound positions under balconies or other sound hampering and low lighting sight obstructions and Secure with bicycle gate or barricade type structure.

11. OUTDOOR SHOWS:

All Staging, FOH and Monitor mix positions shall be covered adequately from the weather.

Purchaser shall provide large tarps or rolls of plastic with 1 roll of Gaff tape.

(If available 1 - 12x12 tent behind the stage).

Sound Insight Productions Service Contract Friday, June 7, 2019

180

AGREEMENT made Tuesday, January 22, 2019 by and between City of Monroe, hereinafter referred to as the Purchaser, and Osborne DJ Entertainment LLC (dba Sound Insight Productions), hereinafter referred to as the Company. In consideration of the promises and the agreements herein contained and intending to be legally bound hereby, the Parties do agree as follows:

1. The Purchaser hereby engages the Company to provide the following service(s), hereinafter referred to as Services.

Side Hustle Dance Band \$200

The Side Hustle Dance Band consists primarily of 8 live musicians performing covers for the purpose of entertainment and dancing at private events. The instrumentation shall consist of 1 drumset, 1 electric bass, 1 electric guitar, 1 keyboard, 1 saxophone, 3 vocalists. The saxophonist doubles as the dedicated master of ceremonies (making announcements and guiding the flow of events) for the duration of the engagement as well as the DJ during the band breaks.

The band will play 165 minutes. Performance will be split into 3 fifty-five minute sets, with 1 twenty minute and 1 twenty five minute break. If the purchaser would like to structure the performance time differently, it must be discussed and agreed upon by the Company in writing at least 30 days prior to the event.

2. The Services to be performed at Event Location:

Historic Court House
South Broad Street
Monroe 30655

3. Company hereby agrees to provide the Services for the Purchaser at the above-mentioned location.

4. Company hereby agrees to render professional services and will maintain control of said services at all times.

5. The Parties hereby agree that the services shall be provided and accepted on the following date(s) and time(s) of the engagement:

Date(s): Friday, June 7, 2019

Start Time(s): 7:00 PM

Finish Time(s): 10:30 PM

6. The Purchaser in consideration of the Services to be rendered by the Company, and the mutual promises contained herein, hereby agrees to pay to the Company the following consideration:

The company agrees to submit and invoice for the production fee to the purchaser within 7 days of the event date. The purchaser agrees to pay the invoice within 30 days of receipt. All credit card payments will be subject to a 3% processing fee.

The Production Fee is \$200.00 for the services listed above. Services requested that exceed the time frame will be charged at the rate of \$700 per hour, payable the day of the engagement. It may not always be possible to provide additional performance time. However, when feasible, requests for extended playing time will be accommodated.

7. The Company hereby agrees to provide 8 professional musicians from our roster, hereinafter referred to as the Entertainers, as musical entertainment for the engagement.

Additional Terms and Conditions

This agreement guarantees that the Company will have necessary equipment setup and entertainers will be ready to perform at the start time of the engagement. No guarantee is made as to the Company's time of arrival; however, the Company requests that they be permitted 120 minutes before the engagement and 90 minutes after the engagement for setup and takedown. The Company also requests ramp or elevator access between the parking/service entrance and the setup area.

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The purchaser agrees to provide each of the Entertainers each a hot meal consisting primarily of the same menu as the event guests. The Entertainers and assistants agree to eat in a timely manner and at a time that does not interfere with the Services listed above. If such meals are not available, a "buy out" of \$15 per band member will be due on the day of the performance.

The Company requests, but does not require, a dedicated "green room" to serve as a changing, eating, and break room for the entertainers. If no such space exists at the venue, the Company agrees to arrange and coordinate an appropriate and reasonable solution for the benefit of both the entertainers and the purchaser.

The agreement of the Company to perform is subject to proven detention by accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control. If such circumstances arise, all reasonable efforts will be made by the Company to find replacement entertainment at the agreed upon Production fee. Should the Company be unable to procure a replacement, Purchaser shall receive a full refund. Purchaser agrees that in all circumstances, the Company liability shall be exclusively limited to an amount equal to the production fee and that the Company shall not be liable for indirect or consequential damages arising from any breach of contract. All deposits are nonrefundable if cancelled within 90 days of the engagement unless the Company cancels the engagement.

The purchaser and the Company agree that this contract is not subject to cancellation unless both parties have agreed to such cancellation in writing. In the event the Purchaser breaches the contract, he or she shall pay the Company the amount set forth above as "Production Fee."

It is hereby further agreed; that the Purchaser shall be held liable for any injury or damages to the Entertainers, or property of the Company, while on the premises of said engagement, if damage is caused by Purchaser or guest, members of his organization, engagement invitees, employees, or any other party in attendance, whether invited or not.

It is understood that if this is a "Rain or Shine" event, the Company's compensation is in no way affected by inclement weather. For outdoor performances, Purchaser shall provide overhead shelter for setup area. The shelter shall be a covering such as an awning, roof, or tent. The sides of the stage be adequately curtained to prevent rain from blowing onto the equipment. A stable, flat playing surface is required. Entertainers will not set up on grass, gravel or dirt. The Entertainers reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. However, safety is paramount in all decisions. The Company's compensation will not be affected by such cancellation.

Purchaser shall provide the Company with safe and appropriate working conditions. The Entertainers work best in a dedicated area that is at least 24 feet wide by 16 feet deep. Purchaser agrees to notify the Company within 30 days of the event if there are space concerns. Purchaser will provide a loading area within reasonable proximity from Entertainers vehicles to the venue and a clear and reasonable path to the stage. Staging and power should be ready and accessible prior to Entertainers arrival.

The Company requires a minimum of two dedicated 15-20-amp circuit outlet from a reliable power source within 25 feet of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to the Company's equipment due to improper power is the responsibility of the purchaser. Three circuits are preferred, where possible.

The entertainers require a sound check at least 30 (60 is best) minutes prior to the event start time.

If event is already underway upon arrival and a closed sound check is not possible, entertainers may opt for a line check and forego actual sound check.

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The Company shall at all times have complete control, direction and supervision of the performance of the Entertainers at this engagement. All requests must be made in writing at least 30 days prior to the event date and approved by the Entertainers.

In the event of non-payment, the Company retains the right to attempt collection through the courts. Purchaser will be held responsible for all court fees, legal fees, and collection costs incurred by the Entertainer. Purchaser shall be charged \$30 for each bounced check plus a \$15.50 service charge for each collection notice.

By executing this contract as Purchaser, the person executing said contract, either individually, or as an agent or representative, represents and warrants that he or she is eighteen (18) years of age, and further, if executing said contract as agent or representative, that he or she has the authority to enter into this agreement and should he or she not have such authority, he or she personally accepts and assumes full responsibility and liability under the terms of this contract.

All attached riders are an integral part of this contract. This contract will supersede any other contract. If any part of this contract is illegal or unenforceable, the remaining provisions of this contract will remain valid and enforceable to both parties. This contract contains the entire agreement between the parties and no statement, promises, or inducements made by any party hereto, or agent or representative or either party hereto, which are not contained in this written contract, shall be valid or binding. This contract shall not be enlarged, modified, or altered except in writing by both parties and endorsed hereon.

The laws of the State of Georgia shall govern this agreement. In the event of suit involving or relating to this agreement, Purchaser agrees the suit venue will be in Clarke County.

This agreement is not binding until signed by both Purchaser and the Company, and the Company has received it. Any changes must be written and signed by both the Purchaser and the Company. Oral agreements are non-binding. If any clause in this agreement is found to be illegal, the rest of the agreement shall remain in force.

THE PARTIES hereto promise to abide by the terms of this agreement and intend to be legally bound thereby

Purchaser:

Printed Name:

Date:

Street Address: 215 N. Broad Street

Monroe, GA 30655

Cell Phone:

Email Address:

Company:

Company:

Signature:

Printed Name:

Date:

Street Address: 130 Birch Valley Dr Athens GA 30605

Cell Phone: 706-461-3283

Email Address: david@soundinsightdj.com



Attachment B: Performance, Accommodations & Plot Rider

This rider constitutes part of our contract with you. All equipment must be provided to us in good, working condition. If any items are not provided as requested without prior band approval, we reserve the right to cancel our performance and retain our show deposit, plus demand reimbursement for any losses incurred due to travel expenses and possible lost revenue. A representative of the person or company providing any backline equipment must be available throughout sound-check and the show to ensure said equipment's proper performance.

Front of House PA Specifications (when venue provided)

1. Sound system capable of delivering full, clean, undistorted sound adequate for the venue. (i.e. – capable of delivering SPL of 105db, thru out venue and at “house” mix position; frequency response of 30Hz – 18kHz +/- 3db, total harmonic distortion + noise below 0.5% at full rated power.) A sound console with 36 available channels is requested, 24 channels at minimum. Microphones and mic stands must be CLEAN and in good working condition. System must not obstruct audience line of sight (subject to venue / promoter approval). Experienced operator familiar with the system must be available to operate the system throughout the sound-check and performance. SEE STAGE PLOT / INPUT LIST FOR DETAILS AND MIC/STANDS AND DI REQUIREMENTS
2. IF AT ALL POSSIBLE, please provide a digital front of house console (Digidesign Profile or Yamaha M7CL48 as examples). This will eliminate the need for most of the outboard gear required with analog consoles. If an analog system is provided, please have a professional quality two channel 31 band eq on main outputs for tuning. Also, all processors shall be set up and operating before we arrive and should not be touched or retuned after sound check.



Stage Monitor Specifications (when venue provided)

1. If using In-Ear System: DEPARTURE will bring a rack mounted Behringer X-32 rack mounted mixing board which will control the mixes for all 5 members. Additionally to the In-Ear system, lead singer (center front stage location) will require two (2) floor wedges, (15"+ horn preferred), which will be mixed by venue provided sound engineer.

In-Ear System includes a custom-built fifteen (15) foot snake that can either serve as a flow thru to connect our input list to the front of house or can be fed by splitter snake.

2. If using Floor Wedges: DEPARTURE requires 5 mixes w/ 1 wedge each, 2 for lead singer. (15"+ horn preferred). A second wedge (15"+ horn) for the lead guitar, and bass guitar along the front of the stage will also be acceptable. If stage is larger than 30' wide, an additional Floor monitor (and microphone) will be required to the right of drum riser (stage right). See optional setup on stage plot for bass wedge.
3. Experienced monitor operator familiar with system must be available to operate the system throughout the sound-check and the entire performance.

Stage Lighting Specifications (when venue provided)

1. Lighting adequate for the stage area. All parts of the stage must be well lit with no dark areas. Bright colored gels are requested. Lighting operator (LD) familiar with the system must be available throughout performance to operate the system.
2. Recommended, but not required: 5 Incandescent front specials focused at each band member position.
3. Recommended, but not required: 3 color washes (we love LED fixtures and movers)
4. Recommended, but not required: Par 64 LED double yoke for up-lighting



5. Recommended, but not required: DMX Hazers / Foggers and fans

Staging Specifications (when staging is provided by venue)

1. DEPARTURE (Band) requires sufficient space to perform. Preferable staging should be 24' wide by 20' deep to adequately accommodate the performance space for the band. Minimum specifications 15' wide by 15' deep. Open floor space requires a clear space of 30' by 20' to accommodate band performance and PA set up.
2. Staging height preference is 12" to 36" for backline elevation.
3. Preference of two risers: Center for drums to be 18 to 24 inch, 8ft x 8ft. Stage Right 12inch minimum, but may be same height as drums, 8ft x 8ft if space permits, minimal 8ft x 4ft. See attached stage plot for locations.

Access/Power/Coverage

1. Venue must be open, lighted, and available (free of obstructions and bystanders) for load-in and out, setup, and sound check, a minimum of 3 hours prior to scheduled doors opening and 1 1/2 hour after show end. Power must be on and circuit breakers accessible the entire time.
2. DEPARTURE must be provided a minimum time frame of 75 minutes to set backline and conduct a full sound check.
3. The band requires access to a minimum of two (2) electrical outlets within 10 feet of the area in which they will be set up, with independent electrical loads. Band would also prefer to have power accessible along the front of the stage and at each set up location as indicated on the stage plot below. Band will not be held responsible for insufficient power supply. Two (2) additional independent electrical outlets will be provided for monitor and PA within 10 feet of the mix area.
4. If the function is outdoors, the band and mix position and their equipment must be provided with adequate overhead covering/roofing or tenting from the outdoor elements. The covering must be set up and in place in time to



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allow set-up and tear down to proceed in normal fashion (3 hours prior and 1 1/2 hour after show time). The client is aware that the performance may be temporarily suspended during inclement weather for the safety of guests and to prevent damage to band's equipment.

Opening Acts

1. If there is to be an opening act for this performance, they must provide their own stage equipment. DEPARTURE will not be made to allow the opening act to use our stage equipment, however, it may be allowed at the discretion of DEPARTURE with prior arrangement, either in part or in whole. DEPARTURE will also not be made to strike, move, or otherwise relocate our stage gear or props once it has been positioned for our sound-check and performance without prior arrangement.

Accommodations Specifications: Total Buyout Provision - \$150

Applies only to day of performance and only for the meal in connection with the performance time. Other meals associated with travel will be handled separately.

1. **Meal Buyout Provision:** If venue works under a bar/food tab provision, DEPARTURE's 5 members require \$100 (\$20 per member) for food.
2. If venue provides food, minimum of one (1) meal per member for each of the 5 members and any band provided engineers or staff at least two (2) hours before the performance time. Actual number required will be disclosed prior to event. Food vouchers for a venue that is within walking/short travel (less than 10 minutes) distance is also agreeable, where food is not available at the venue.
3. **Beverage Buyout Provision:** If venue does not provide alcoholic beverages, DEPARTURE's 5 members requires \$50 (\$10 per member) for beverage purchases.
4. If venue provides alcohol, preferred Alcoholic beverages: DEPARTURE requests one (1) case of light beer (24 bottles/cans) Michelob, Miller, Budweiser, Coors, or the like (on ice/refrigerated), **AND** one (1) 750ml (or



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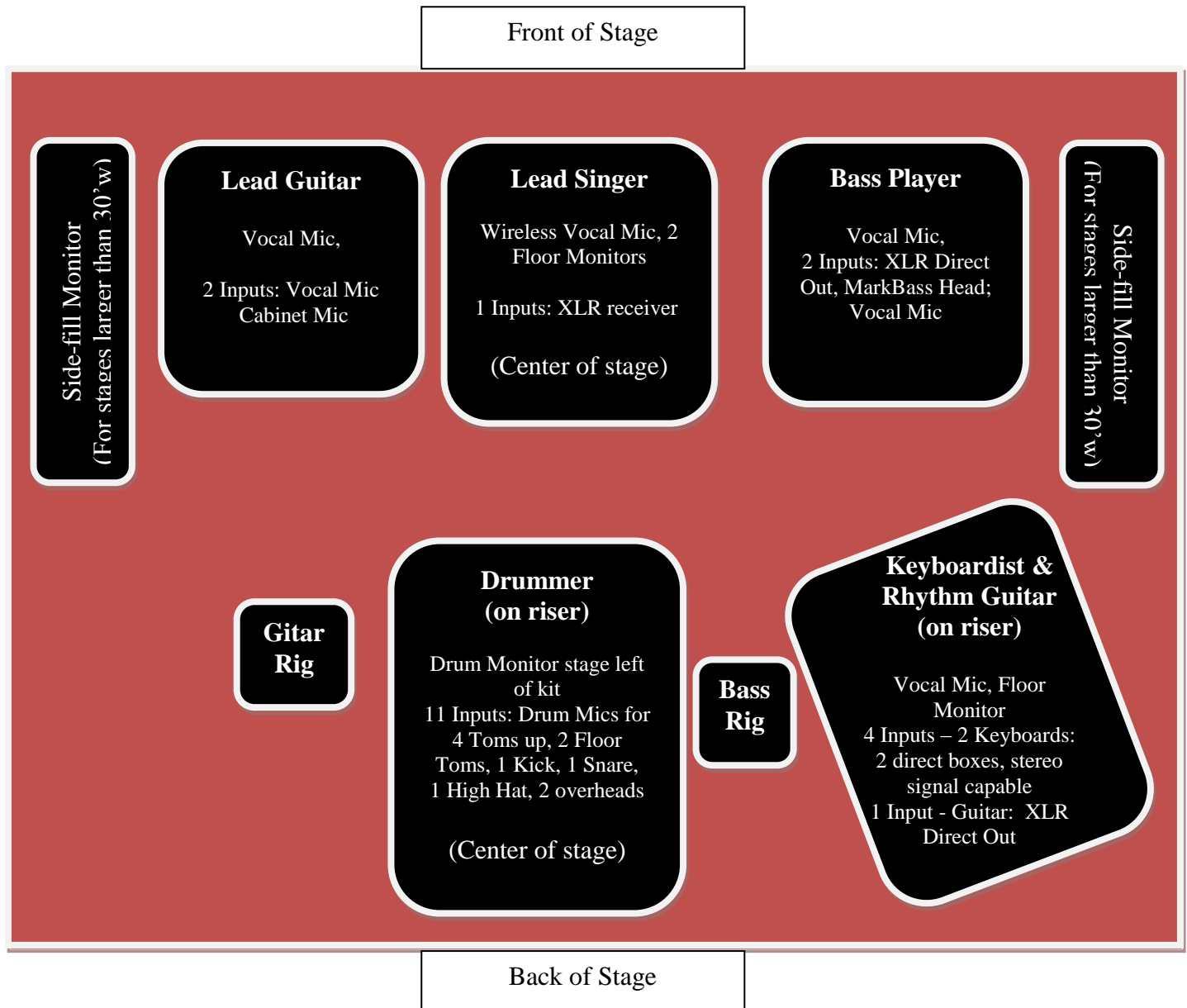
- larger) bottle of Jagermeister (on ice/freezer), if permissible by venue or local regulations.
5. Venue to provide band a minimum of one (1) case, (24 bottles) of water.
 6. Mixed supply of sodas (diet and regular) on ice/refrigerated.
 7. Twelve (12) RedBull or equivalent energy drinks, with at least eight (8) sugar free.
 8. Various snacks for band would be appreciated.
 9. HOTEL ACCOMMODATIONS: If hotel accommodations are provided for the band, minimum of 3 rooms with double or larger beds to accommodate 5 band members. Must have at least one double bed or larger per member. Hotel must have a minimum rating of "3 stars" as determined by rating on Hotels.com.



Stage Plot/Input List – 23 Total Inputs

- 5 Vocal Mics (3 across the front, 1 Keyboardist & 1 Optional Additional Mic)
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**Behringer X32 – 16 Channel, 15 foot isolated splitter snake
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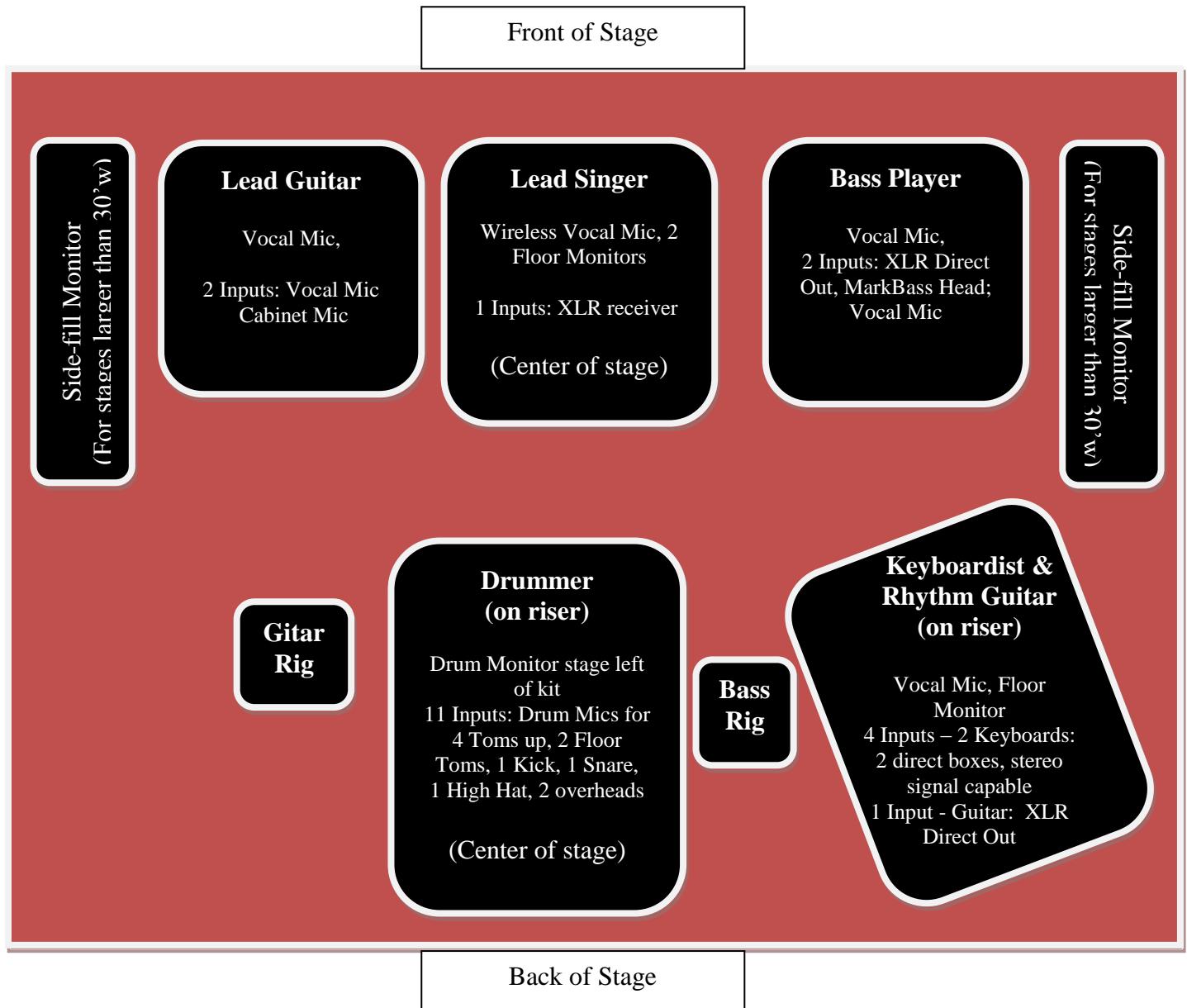
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Channel 14: Rhythm Guitar

Channel 15: Ambient Stage Mic

Channel 16: Talkback Vocal



Performance Agreement

This Contract and Agreement is made on this date, December 13, 2018 between (Artist) THE SWINGIN' MEDALLIONS and (Purchaser) Michele Thrasher-Monroe Downtown Development Authority. **Contract and Deposit should be returned within ten days of date of issue. If contracts and deposits are not returned within this period of time, the date will be considered open and available and will not be held.** Artist and Purchaser agree to the following Terms and Conditions:

- **PURCHASER NAME, ADDRESS, AND CONTACT INFORMATION:**
Michele Thrasher-Monroe Downtown Development Authority
770-601-0745--215 North Broad Street--P.O. Box 581
Monroe, Georgia 30655
- **VENUE NAME, ADDRESS, AND CONTACT INFORMATION:**
Courthouse, Downtown Monroe
- **DATE (S) AND TIME (S) OF PERFORMANCE:**
Friday, September 6, 2019. Artist to perform three 50-minute sets.
- **LOAD-IN AND SET-UP TIME (MINIMUM OF FOUR HOURS PRIOR TO PERFORMANCE):**
TBD
- **PRICE AND TERMS OF PERFORMANCE: 6500.00**
Artist to provide audio/lighting. Purchaser to provide staging/roofing from Rob Boggs, Quest Sound and Productions at no cost to Artist. Artist will provide one vocal microphone/ipod for opener.
Purchaser provides, at no cost to Artist, 6 hotel rooms, plus rider.
- **PAYMENT TERMS: \$1,500 non-refundable deposit** due with signed contract.
Balance of \$5,000 due the day of event.
Settlement between Purchaser and John (Shawn) McElrath, prior to event

PLEASE MAKE CHECKS PAYABLE TO Swingin' Medallions (Tax ID# 04-3815318)
ANY ATTACHED RIDERS AND SPECIAL CONDITIONS SHALL BE DEEMED INTEGRAL PARTS OF THESE TERMS AND CONDITIONS. APPLICABLE RIDERS MUST BE SIGNED AND RETURNED WITH DEPOSIT.

Artist's obligations are subject to normal and customary "force majeure" conditions, including, but not limited to, Acts of God, riots, strikes, labor difficulties, illness, accidents, means of transportation, any act of Public Authority intervention, or any other condition or circumstance beyond Artist's control. Under such circumstance, there shall be no claims for damages by either party to this Contract and Agreement. Any and all costs and expenses (including Attorney fees) incurred by Artist in connection with the enforcement of this Contract and Agreement or collection of wages and fees, due to a default or breach by the Purchaser will be paid by the Purchaser. **Cancellation by Purchaser of event, after Agreement is signed by both parties will require full payment unless otherwise agreed to by The Swingin' Medallions.** Purchaser shall be liable for any and all damages to Artist's equipment caused by Purchaser, his employees, guests, or any other person not associated with or connected to Artist. Purchaser agrees to hold harmless The Swingin' Medallions or any of its agents, members, guests, employees or independent contractors for any damages or claims arising from this performance, preparation, set-up and breakdown.

In the event of inclement weather that renders any performance impossible, hazardous or unsafe, Purchaser shall remain liable for payment of the full agreed upon compensation, even if such performance is prevented by such weather conditions.

John G. McElrath
Authorized Representative of
Medallion Productions

Michele Thrasher
Authorized Representative of the
Monroe Downtown Development Authority

_____Date

_____Date

PLEASE REMIT CONTRACT/DEPOSIT TO:

John G. McElrath, 211 North Hill Road., Greenwood, SC 29649

2019 SWINGIN' MEDALLIONS--OUTDOOR CONTRACT RIDER

We have enclosed this rider to assure that we have what we need to produce a problem free event for you. If you have any questions, call ROBBY COX @ 864-223-8772.

1) STAGE/RISERS/OUTDOOR SHOWS

a. Minimum of 32 feet wide by 24 feet deep, must be COVERED.

c. OUTDOOR RIDER ADDENDUM WILL ACCOMPANY THIS RIDER

d. Stage roofs or tops should be load-bearing, at least 32ft by 24ft, and must be anchored to the ground at a minimum of 8 points

2) POWER

a. One (1), 120/240 Volt, single-phase, 100 amp service disconnect with lugs, within 25 feet of stage **OR** 5 SEPARATE 20-AMP CIRCUITS.

b. If generator is used, it should be a 50KW supplied with earth ground within 100 feet of the stage. Purchaser must provide a licensed electrician to tie in and un-tie power if not providing cam-loks

3) STAGE ACCESS

a. Road Crew must have unobstructed access to stage and loading dock from load in to load out

b. EQUIPMENT CAN'T BE LOADED IN OR OUT OVER GRASS OR UP STAIRS.

~~c. A minimum of two (2) stage hands to help with unloading gear at setup and with loading gear onto equipment truck after performance.~~

4) ROAD CREW

a. Load in and set up time: 3.0 hours

b. Load out time: 2.0 hours

c. Adequate work lighting should be provided for equipment load in and out.

d. Parking for 40 ft equipment truck, two passenger vans.

5) OVERNIGHT ACCOMMODATIONS

a. Six (6) double rooms should be provided.

b. Rooms should be PREPAID under the name of Chris Crowe.

c. Hampton Inn is our preferred choice.

6) DRESSING ROOM

- a. Should be private and HAVE RESTROOM FACILITIES.
- b. Dressing Room Refreshments-various water, soft drinks, Gatorade, ice and cups to be replenished throughout the event.
- c. Hot Meal for twelve (12) persons at least two hours prior to performance time.
- d. Ten (10) clean hand towels for stage

7) SECURITY

- b. ON ALL PUBLIC, FESTIVAL TYPE PERFORMANCES, ADEQUATE SECURITY SHOULD BE PROVIDED TO KEEP STAGE, BACKSTAGE AREA, AND DRESSING ROOMS SECURE.

9) OTHER

- a. Swingin' Medallion merchandise will be sold at public events. Merchandise is available for sale at private events, but only upon request.
- b. We must approve video or audio recording of any performance.
- d. Access must be allowed to public events for Artists family/guests

THANKS!

PRINT NAME _____

SIGNATURE _____

Sign and return this document with your contract

****See Outdoor Rider addendum on following page...**

OUTDOOR RIDER ADDENDUM

Document must be signed and returned with contract only if event is to be held outdoors.

Purchaser, by signing this rider, understands that outdoor events have an inherent weather risk that may result in show delays and/or possible cancellation. Inclement weather can be defined as rain, cold, and/or high winds.

PURCHASER agrees that provision will be made to ensure that stage, sound wings, monitor mix position, and front of house position are **TOTALLY COVERED AND RENDERED WATERPROOF** so as not to constitute a danger to the Artists, crew, equipment, and instruments. Purchaser understands that in the event of severely cold weather Artists may not be able to perform. (Cold is defined normally as less than 50 degrees F) Purchaser further understands that a stage cover is also necessary for daytime shows even in good weather as intense sunlight can damage electronic equipment.

In any of those cases mentioned above, Artists retain absolute right to final decision to perform based upon the safety and well being of the Artists and the threat of potential damage to equipment and instruments.

PURCHASER AGREES TO THE FOLLOWING:

e. Should unsafe conditions or inclement weather, as defined above, prevent Artist from performing, Purchaser remains obligated for the full contract amount.

f. Upon arrival of setup crew, Artist will make the decision if it is safe to set up equipment. Equipment will be setup only one time.

g. Purchaser retains the right to utilize an alternate indoor location in anticipation of inclement weather. Details of such venue should be discussed with Artist in advance to ensure it meets necessary requirements.

h. Artist will make every possible effort to start and complete show and will cancel ONLY when conditions make it unsafe for audience, musicians and their equipment.

Agreed to and accepted

by: _____



To: City Council
From: Logan Propes, City Administrator
Department: Water, Sewer, Gas, & Stormwater
Date: 02/11/2019
Subject: Funding for Easement Acquisition of the Loganville Water Line Project

Budget Account/Project Name: Lvillewater

Funding Source: Utility Capital

Budget Allocation: \$2,000,000

Budget Available: \$1,950,250

Requested Expense: \$20,000.00
est.

Company of Purchase: PRIMACQ GROUP

Description:

Staff recommends that the Council approve easement acquisition funding for the Loganville Water Line Project in an amount not to exceed \$20,000.

Background:

Last year Council approved the Primacq Group the easement and appraisal services for a total fee of \$49,750. In order to allow them to now make offers to the property owners for permanent utility easements, City Council needs to authorize funding to for the easements. It is anticipated that all the easements should not exceed \$20,000 in total. The cost will ultimately be split by Loganville per the intergovernmental agreement. There is a total of 16 known utility easements required with the rest of the project in GDOT right-of-way.

Attachment(s): n/a



To: City Council
From: Logan Propes, City Administrator
Department: Water, Sewer, Gas, & Stormwater
Date: 02/11/2019
Subject: Funding for Easement Acquisition of the Alcovy Sewer Line Project

Budget Account/Project Name: Alcovysewer

Funding Source: Utility Capital

Budget Allocation: \$3,000,000

Budget Available: \$2,977,250

Requested Expense: \$15,000.00
est.

Company of Purchase: PRIMACQ GROUP

Description:

Staff recommends that the Council approve easement acquisition funding for the Alcovy Sewer Line Project in an amount not to exceed \$15,000.

Background:

Last year Council approved the Primacq Group the easement and appraisal services for a total fee of \$22,750. In order to allow them to now make offers to the property owners for permanent utility easements, City Council needs to authorize funding to for the easements. It is anticipated that all the easements should not exceed \$15,000 in total. There is a total of 5 known utility easements required with the rest of the project in GDOT right-of-way.

Attachment(s): n/a