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After Recording Return To:
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FILED & RECORDED
FAYETTE COUNTY, GA.

AFTER RECORDING
RETURN TO:
EDNA J. WAITS
METROPOLITAN TITLE AGENCY, INC. A. BALLARD, CLERK
1800 WATER PLACE
SUITE 285
ATLANTA, GEORGIA 30339

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DECLARATION OF
EASEMENTS AND RESTRICTIVE COVENANTS

(Fayetteville, Georgia)

THIS **DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS** (this "Declaration") is made as of the 1st day of October 1999, by **JDN REALTY CORPORATION**, a Maryland corporation ("Declarant").

WITNESSETH, THAT:

WHEREAS, Declarant is the fee simple owner of the below defined Tracts 1, 2, 3, 4, 5, and 6;

WHEREAS, Declarant wishes to establish certain easements, restrictions and other agreements with respect to the use of Tracts 1, 2, 3, 4, 5 and 6;

NOW, THEREFORE, for and in consideration of the benefits accruing to each of the Tracts described herein from the easements and restrictions created hereby, Declarant hereby submits Tracts 1, 2, 3, 4, 5 and 6 to the easements and restrictions contained in this Declaration upon the terms and conditions specified below.

1

DEFINITIONS

Access Easement shall refer to a non-exclusive, perpetual easement, right and privilege appurtenant to and running with title to a benefitted Tract, for the purpose of pedestrian and vehicular ingress and egress, but not parking, over and across the driveways located on the servient Tract as such areas may be located and relocated from time to time, such passage and use to be in common with the servient Tract and with all Tracts benefitted by the Access Easement.

Adjoining Tract Driveway shall refer to a driveway thirty feet (30') wide and extending fifteen feet (15') on either side of the southerly property line of Tracts 3 and 4 as shown on the Site Plan. Declarant shall construct the Adjoining Tract Driveway and, once constructed, the Adjoining Tract Driveway shall become a part of the Permanent Access Easement; provided, that this obligation shall only exist if

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Declarant enters into an easement agreement with the abutting property owner; otherwise, this definition and obligation shall be deemed to be deleted from this Declaration.

Common Areas mean those portions of the Tracts upon which Improvements are not actually constructed and which are available or intended to be available for use in common by the Owners of the Tracts, their tenants, and such tenants' customers, employees, and invitees.

Declarant shall refer to JDN Realty Corporation, a Maryland corporation, until JDN Realty Corporation no longer is the Owner of a Tract, and thereafter Declarant shall refer to the Owner of Tract 6.

Drainage Easement shall refer to a non-exclusive, perpetual easement, right, and privilege in favor of the benefitted Tract and appurtenant to and running with title to the benefitted Tract for the flow of surface drainage waters through the Drainage Facilities in locations on the servient Tract as shown on the Grading Plan. The Drainage Easement shall also include the perpetual easement, right, and privilege to maintain, repair, and replace the Drainage Facilities and the right to enter upon the servient Tract to do so.

Drainage Facilities shall refer to all facilities now or hereafter installed on the Tracts as initially shown on the Grading Plan, and with any subsequent modifications for the purpose of catching and directing storm and surface water runoff from the Tracts, including without limitation, storm sewer pipes, drainage structures, and detention ponds.

Eckerd shall refer to Eckerd Corporation, a Delaware corporation, its successors and assigns.

Effective Date shall refer to the date which is the actual date of delivery or refusal of delivery of any notice or other communication, if mailed, delivered by hand, or sent by overnight courier service in accordance with this Declaration.

Grading Plan shall refer to that certain grading plan attached hereto as Exhibit A and made a part hereof which also describes the Drainage Facilities.

Improvements shall refer to any permanent building hereafter erected on all or any portion of the Tracts.

Owner or Owners shall refer individually, collectively, or any appropriate combination thereof, to the Owners of fee title to each of the respective Tracts.

Parking Easement shall refer to a non-exclusive easement, right, and privilege over and across the servient Tract and appurtenant to and running with the title to a benefitted Tract for the purpose of parking non-employee passenger vehicles and light trucks (but not construction vehicles) without charge on those portions of such benefitted Tract, from time to time designated as parking areas, but same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Pavement shall refer to concrete or asphalt surface installed over any Common Area of any portion of any of the Tracts.

Permanent Access Easement shall refer to a non-exclusive perpetual easement, right, and privilege appurtenant to and running with title to a benefitted Tract for the purpose of vehicular ingress and egress but not parking over the driveways which are designated as a Permanent Access Easement on the Site Plan (which driveways cannot be relocated or closed in whole or in part without the consent of the Owners of the benefitted Tract), for the benefit of their respective tenants, licensees, and invitees; provided, however, rights to the Adjoining Tract Driveway portion of the Permanent Access Easement have not yet been obtained by Declarant, and if such rights are not obtained by Declarant such area shall not be a part of the Permanent Access Easement.

Permissible Building Areas shall mean the areas on each Tract so identified on the Site Plan.

Sign Easement shall mean and refer to a perpetual easement to install, operate, repair, and replace a monument sign in the location shown on the Site Plan, with the monument sign to be subject to the limitations of Sections 5.3 and 5.6, and which shall also be governed by the terms of Section 5.9.

Site Plan shall refer to that certain site plan attached hereto as **Exhibit B** and made a part hereof.

Tract or Tracts shall refer, individually, collectively, or any combination thereof, to Tract 1, Tract 2, Tract 3, Tract 4, Tract 5, and Tract 6, as the case may be, as each of such Tracts are described on **Exhibit C** attached hereto and incorporated herein by this reference.

Utility Easement shall refer to a non-exclusive perpetual easement, right, and privilege appurtenant to and running with title to a benefitted Tract for the purpose of installing, maintaining, repairing, replacing, and using the facilities, pipes, lines, conduits, and systems for transmission of utility services including cable television and drainage of sanitary service, in the Common Areas of other Tracts.

Work shall refer to any construction, installation, maintenance, repair, replacement or restoration work or services performed by any Owner of any Tract pursuant to any easement described in this Declaration.

2

CREATION OF EASEMENTS

2.1 Declarant, as the Owner of Tracts 2, 3, 4, 5, and 6, hereby grants to each of the Owners of the other such Tracts a Parking Easement.

2.2 Declarant, as the Owner of Tracts 1, 2, 3, 4, 5, and 6, hereby grants and conveys unto each of the Owners from time to time of the other Tracts the following:

- (i) Access Easement;
- (ii) Utility Easement; and
- (iii) Permanent Access Easement.

2.3 Declarant, as the Owner of Tract 2, hereby grants to Tract 3 and 4 a Drainage Easement.

2.4 Declarant, as the Owner of Tract 5, hereby grants and conveys unto each of the Owners of Tracts 2, 3, 4, and 6 a Drainage Easement.

2.5 Declarant, as the Owner of Tract 1, hereby grants and conveys unto the Owner of Tract 6 a Drainage Easement.

2.6 Declarant, as the Owner of Tract 6, hereby grants and conveys unto the Owner of Tract 5 a Drainage Easement.

2.7 Declarant, as the Owner of Tract 2, hereby grants and conveys unto the Owners of Tracts 4, 5, and 6 the Sign Easement.

3

DRAINAGE FACILITIES AND PERMANENT ACCESS EASEMENT

3.1 The Owners of each Tract agree not to discharge or dispose of materials or substances which are controlled or regulated by any applicable federal, state, or local environmental law, rule or regulation and which discharge is in excess of an allowable amount or in a prohibited form; provided, however, nothing contained herein shall be deemed to apply to incidental non-material discharges of such materials or substances or the inclusion thereof in ordinary surface water drainage that may occur as a result of, or in connection with, the ordinary conduct of business on the Tract unless the same cumulatively would result in a violation of such law, rule or regulation.

3.2 Declarant shall perform the ongoing maintenance, repair, replacement, and operation (including payment of ad valorem taxes and liability insurance) of all of the detention ponds located on Tracts 2 and 5 and as shown on the Site Plan. The Owners of the below Tracts shall reimburse the Declarant on an annual basis for the following percentages of the actual expenses incurred in performing such duties for such detention ponds within thirty (30) days after receipt of an invoice for such expenses as described in Section 3.5. The percentages are as follows:

Tract 2	22%
Tract 3	14%
Tract 4	16%
Tract 5	23%
Tract 6	25%

3.3 Declarant shall perform the ongoing maintenance, repair, replacement, and operation (including any ad valorem taxes and liability insurance) of the Permanent Access Easement. The Owners of the Tracts shall reimburse Declarant on an annual basis for the following percentages of the actual expenses incurred in performing such duties for the Permanent Access Easement within thirty (30) days after receipt of an invoice for such expenses as described in Section 3.5. The percentages are as follows:

Tract 1	19%
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Tract 2	18%
Tract 3	11%
Tract 4	13%
Tract 5	18%
Tract 6	21%

3.4 The Sign Easement shall be effective in the event the Declarant is successful in securing the necessary governmental permits for such monument sign. Excepting for the sign panel which shall be the responsibility of the user of each sign panel, Declarant shall maintain and operate the monument sign which is the subject of the Easement, and each of the Owners of Tract 4, Tract 5, and Tract 6 shall reimburse Declarant on an annual basis for thirty-three and 1/3 percent (33.33%) of the cost of such maintenance within thirty (30) days after receipt of invoices for such costs as described in Section 3.5.

3.5 If any Owner of a Tract fails to pay such an invoice given pursuant to Section 3.2, Section 3.3 or Section 3.4, within thirty (30) days after receipt, then the outstanding balance thereof shall bear interest at the rate of fifteen percent (15%) per annum compounded monthly, or the then highest rate allowable under applicable law, whichever is higher, and such unpaid amount shall be a lien upon the Tract of the non-complying Owner. Each such invoice submitted to the Owners of the Tracts shall be accompanied by reasonable evidence of the underlying costs represented by such invoice. Any such liens shall be effective upon recording of a notice thereof in the Office of the Clerk of Fayette County, Georgia, and may be enforced and foreclosed in a suit or action brought by the lienholder in any court of competent jurisdiction if brought within the period set forth in the applicable statute of limitations. The lienholder through its duly authorized agent shall have the power to bid on the lien property at any foreclosure sale (in cash or by credit bid) up to the amount owed by the defaulting Owner of the Tract and to acquire, lease, encumber, mortgage, and convey the same. The lien and the rights to foreclose thereunder shall be in addition to and not in substitution for all other rights and remedies under law and equity in favor of the lienholder including a suit to recover a money judgment for the unpaid amounts.

4

RESTRICTIONS RELATING TO ACCESS AND PARKING

4.1 The employees of the Owners or occupants of each Tract shall not park any of their vehicles within any other party's Tract. Owners and occupants of the Tracts agree to use reasonable efforts to enforce this restriction.

4.2 The Owner of each Tract shall use the Common Areas on each Tract so as not to interfere with the conduct of business on the other Tracts.

4.3 The Owner of each Tract may temporarily deny access to and from its Tracts and the other Tracts for the purpose of preventing the public from obtaining prescriptive rights in and to any portion thereof.

4.4 Unless Declarant consents in writing to different parking requirement, the Owners of each Tract agree to maintain within each Tract the greater of either (A) the applicable requirements of

the City of Fayetteville, Georgia, or (B) at least the number of parking spaces shown for such Tract on the Site Plan. Provided, however, if a Tract is used for a non-restaurant purpose, then it shall be required only to maintain the greater of (A) the applicable requirements of the City of Fayetteville, Georgia, or (B) five (5) parking spaces for each one thousand (1,000) square feet of gross leasable floor space within any Improvements located on the Tract. The Owner of the Tract shall not have the right to count any parking spaces located within any other Tract in complying with this Section 4.4. Tract 1 is specifically excepted from the foregoing provisions.

4.5 Unless Declarant consents in writing, the Owners of each Tract shall maintain the curb cuts in locations shown on the Site Plan to allow other Tract Owners access to the Permanent Access Easement.

4.6 The Permanent Access Easement shall not be used for the purpose of ingress and egress of construction traffic.

4.7 So long as Eckerd is a tenant on Tract 1, the curb cuts on Tract 1 as shown on the site plan shall not be modified without the consent of Eckerd.

5

RESTRICTIVE COVENANTS

5.1 (a) Without the prior written consent of the then Owners of all the Tracts, no portion of any Tract shall be used for the following purposes:

(i) A tavern, bar, nightclub, discotheque or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than fifty percent (50%) of the restaurant's gross revenues.

(ii) A bowling alley or game room.

(iii) A theater (motion picture or live performance).

(iv) A health club or spa.

(v) A cafeteria.

(b) No portion of any Tract shall ever be used for any of the following uses whatsoever:

(i) An adult type bookstore or other establishment selling or exhibiting pornographic materials.

(ii) A massage parlor.

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- (iii) A skating rink.
- (iv) A mortuary.
- (v) A mobile home or trailer court, labor camp, junkyard or stockyard.
- (vi) A landfill, garbage dump, or other facility for the dumping, disposing, incineration or reduction of garbage.
- (vii) A flea market.
- (viii) A school.
- (ix) As to Tracts 2, 3, 4, 5, and 6, a drug store or a business which sells or dispenses prescription drugs, but this prohibition as to Tracts 2, 3, 4, 5, and 6 shall terminate automatically upon cessation of operation of a retail drugstore on Tract 1 for a period of six (6) or more consecutive months, excepting for cessation of operations caused by events of casualty, or any other cause beyond the reasonable control of the tenant of Tract 1.

5.2 The Owners of each Tract shall not construct or allow to be constructed any Improvements on its Tract in a manner, or use any Improvement for any purpose, which may cause or result in an increase in any fire insurance premium for any Improvements constructed on any of the other Tracts.

5.3 The Owners of each Tract shall only allow signs to be constructed or maintained on its Tract relating to businesses conducted on the Tract. All such permitted signs shall not detract materially from the appearance of the other Tracts, shall not interfere with the access, ingress, or egress to and from the other Tracts, and shall comply with all applicable laws, statutes, ordinances, and regulations. Without the prior written consent of the then Owner of all of the Tracts, the following types of signs shall not be allowed on the Tract:

- (a) Signs illuminated by moving, flashing, scintillating, blinking, painted, iridescent, da-lite or da-glo letters or characters.
- (b) Mobile or trailer type signs.
- (c) Rooftop signs.

5.4 Any Improvements constructed on a Tract shall be constructed in compliance with any set-back and side yard requirements imposed by any applicable law, statute, ordinance or regulation, or any variance therefrom obtained by the Owner of such Tract.

5.5 (a) Any rooftop equipment installed on a Tract shall be screened such that the rooftop equipment shall not be visible from the store buildings on the other Tracts.

(b) Any dumpsters or ground level heating and air conditioning equipment on each Tract shall be screened so as to not be visible from the store buildings on the other Tracts.

5.6 Except for Tract 1, which shall be allowed free standing signage as permitted by the City of Fayetteville, each Tract shall have no freestanding signs except for one (1) monument sign (which may contain not more than one (1) panel on each side and be no more than six (6) feet in height and sixty (60) square feet per side) on each Tract.

5.7 Without the prior written consent of the then Owners of all of the Tracts (i) no portion of any Improvement on any Tract shall be greater than twenty-six (26) feet in height above the finished floor elevation of the Tract, excepting that the height limit on Tract 1 shall be thirty-five (35) feet; (ii) any buildings shall be totally constructed within the boundaries of the Permitted Building Area, and (iii) any buildings constructed on the Tracts shall not exceed the following building areas:

Tract 1	11,000 square feet
Tract 2	5,500 square feet
Tract 3	6,500 square feet
Tract 4	6,500 square feet
Tract 5	6,500 square feet
Tract 6	7,500 square feet

5.8 No Improvements shall be constructed, altered or reconstructed on a Tract without Declarant approving the civil engineering and architectural drawings for such Tract including, without limitation, for driveways onto other Tracts and the elevation of the Improvements to be located on the Tract.

5.9 All Tracts shall be graded, and the grade thereof shall be maintained substantially in accordance with the Grading Plan.

6

MAINTENANCE

6.1 At all times during the term of this Declaration, and except for the responsibilities of Declarant under Sections 3.2, 3.3, and 3.4, the Owner of each Tract shall keep and maintain its Tract in a neat, orderly, clean, and sightly condition. The obligation of the Owner of each Tract hereto contained in this Section 6.1, subject to the immediately preceding sentence, shall include, without limitation, the obligation to:

- (a) Maintain all Pavement on the Tract in a smooth and evenly-covered condition;
- (b) Remove all papers, debris, filth, and refuse and thoroughly sweep the Tract to the extent reasonably necessary to keep the Tract in a clean and orderly condition;
- (c) Keep in repair any directional signs, markers, and lines hereafter located on the Tract;

(d) Keep in repair such artificial lighting facilities as may hereafter be installed or located on the Tract and keep such lighting facilities lighted seven (7) days per week from dusk until 11:00 p.m. during customary business hours;

(e) Maintain all perimeter walls, fences, and the like, if any, in a good condition and state of repair;

(f) Maintain all landscaped areas installed or located on the Tract in a clean and orderly condition;

(g) During any period in which the Tract is vacant, plant grass or other suitable ground cover on any graded area and keep such grass or other ground cover mowed and trimmed in a clean and slightly condition and take measures necessary to prevent erosion; provided, however, the foregoing shall not require maintenance or changes to areas which are naturally vegetated;

(h) Maintain in good operating order all sanitary sewer, storm sewer, electricity, natural gas, water, drainage pipes, detention facilities, telephone, and other utility lines, pipes, conduits, and other facilities crossing the Tract and/or serving any Improvements located thereon and to cause the separate metering (from other Tracts) of all utilities serving the Tract; and

(i) Contain all garbage in a sanitary manner in areas screened from the view of the public and remove such garbage at reasonable intervals.

6.2 In the event the Owner of a Tract fails to perform its obligations under Article 3 and/or Section 6.1, within ten (10) business days after receipt of written notice from the Owner of the complying Tract, the Owner of any complying Tract shall have the right and easement to enter upon such non-complying Tract and perform the Work to cure such noncompliance. The non-complying Owner of the Tract shall reimburse the Owner of the complying Tract for the cost of performing such Work, together with interest thereon from the date of payment at the rate of twelve percent (12%) per annum or the then highest rate allowable under applicable law, whichever is lower, and reasonable attorneys' fees actually incurred in connection therewith, within ten (10) days after the Effective Date of a demand from the Owner of the complying Tract for such reimbursement. Such demand shall include receipts evidencing payment for such Work by the Owner of the complying Tract.

7

TAXES AND LIENS

7.1 The Owner of each Tract agrees to pay, prior to delinquency, all real and personal property taxes and assessments levied against its Tract directly to the appropriate taxing authorities.

7.2 In the event the Owner from time to time of a Tract performs Work pursuant to the terms of this Declaration the following shall apply:

(a) The Work shall be performed in such a manner as not to unreasonably interfere with the use or operation of any Tract including, without limitation, any interruption to any utility service

to any improvements constructed on such Tract; provided, however, (except for emergency work), the Owner of the Tract shall provide not less than ten (10) days prior notice to another Tract Owner of any Work to be performed on another Tract, but no such Work shall be performed (excepting emergency work) during the period between November 1 and January 15.

(b) Upon the completion of any Work, the Tract upon which such Work was performed shall be restored to the condition which existed prior to such Work, except to the extent that such Tract has been maintained or improved as a result of such Work.

(c) All necessary licenses and permits required for such Work shall be obtained prior to the commencement thereof and all Work shall be done and all improvements constructed in a good and workmanlike manner; all of such Work shall be completed free and clear of all liens. In the event any such lien or claim of lien is levied, the Owner of the Tract for whom such work was performed shall, within ten (10) days after the Effective Date of a written notice from the party against whose Tract such lien or claim of lien was levied, bond or discharge such lien or claim of lien.

(d) All Work shall be performed and all improvements constructed in accordance with all laws, ordinances, codes, rules and regulations of all governmental authorities having jurisdiction over such Work.

8

INDEMNIFICATION, INSURANCE AND EMINENT DOMAIN

8.1 Each Owner of a Tract hereby indemnifies and saves the Owners of the other Tracts and their tenants harmless from and against any and all liabilities, damages, reasonable expenses, causes of action, suits, claims or judgments (including, without limitation, reasonable attorney's fees and court costs) arising from personal injury, death or property damage and occurring on or from his or its own Tract; provided, however, if such personal injury, death or property damage was caused by the intentional or negligent acts or omissions of the Owner of a Tract or its employees, agents or contractors, then that party shall not be protected or held harmless by this indemnity.

8.2 (a) Each Owner of a Tract agrees with the Owners of the other Tracts to procure and maintain in full force and effect, throughout the term of this Declaration, commercial general liability insurance (with contractual liability coverage) and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its respective Tract, the insurance with respect to each Tract to afford protection to the limit of not less than Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) for any occurrence and Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) in the aggregate. Such insurance may be written by a master policy of insurance which covers the Tract covered by this Declaration in addition to other properties. Provided however, if such insurance is provided by an occupant or Owner of such Tract and any such occupant (or the guarantor thereof) or Owner has a net worth in excess of One Hundred Million and No/100 Dollars (\$100,000,000.00), the occupant or Owner shall have the right to self insure with respect to its portion of the Improvements on such Tract.

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(b) At all times during the term of this Declaration, each Owner of a Tract shall keep the Improvements on its Tract insured against loss or damage by fire and other perils as may be insured against under an "all risk" policy of property insurance, with such insurance to be for the full replacement value of the insured Improvements. Provided however, if such insurance is provided by an occupant or Owner of such Tract and any such occupant (or the guarantor thereof) or Owner has a net worth in excess of One Hundred Million and No/100 Dollars (\$100,000,000.00), the occupant or Owner shall have the right to self insure with respect to its portion of the Improvements on such Tract.

8.3 (a) Nothing herein shall be construed to give any Owner of a Tract any interest in any award or payment made to any other party in connection with any exercise of eminent domain, or transfer in lieu thereof, affecting said other party's Tract or giving the public or any government any rights in said Tract.

(b) Any Owner of a Tract whose Tract is affected by any damage, destruction, condemnation or taking shall have no obligations to any other party whatsoever to restore or rebuild all or any portion of the Improvements now or hereafter located on such Tract; provided, however, each Owner of a Tract agrees that within ninety (90) days of such damage, destruction, condemnation or taking, it will either (i) commence to repair such Improvements or (ii) commence to level such Improvements, remove debris from the Tract, and keep the Tract neat, orderly, planted in grass and trimmed, until subsequently improved and constructed upon and provided further that all common driveways and accessways shall remain unobstructed for continued use by the Owner of any Tract having easement rights over such Tract.

9

RELEASE FROM LIABILITY

9.1 Any person or entity acquiring fee or leasehold title to any Tract (or any interest therein) shall be bound by this Declaration only as to the Tract or portion of the Tract (or interest therein) acquired by such person or entity. In addition, such person or entity shall be bound by this Declaration only during the period such person or entity is the fee or leasehold Owner of such Tract or portion thereof (or interest therein), except as to obligations, liabilities or responsibilities that accrue during said period. Although persons or entities may be released under this Section 9.1, the easements, covenants and restrictions in this Declaration shall continue to be benefits and servitudes upon said Tracts and to run with the title thereto.

10

MISCELLANEOUS

10.1 In the event of a breach or threatened breach of this Declaration, only the record owners of the Tracts at any time affected thereby and their respective successors and assigns at the time such breach occurs, or Eckerd, as long as it is a tenant of Tract 1, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. In no event shall such a breach result in a reversion of the title to any Tract.

10.2 The easements, restrictions, benefits, and obligations hereunder shall create mutual benefits and servitudes running with the title to each Tract. This Declaration shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors, and assigns.

10.3 Except as specifically provided herein, the easements, rights, and privileges created hereby shall be perpetual. Provided, however, if any restrictive covenant set forth herein would expire by operation of law if not renewed, then it shall be automatically renewed for successive ten (10) year periods unless all of the Tract Owners and any parties owning at that time any security interest in any of the Tracts, and Eckerd, as long as it is a tenant of Tract 1, shall execute and record in Fayette County, Georgia real estate records a statement terminating such restrictive covenant within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

10.4 The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Declaration nor in any way affect the terms and provisions hereof.

10.5 This Declaration constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. The Owner from time to time of any of the Tracts shall not be entitled to rely upon any statement, promise or representation not herein expressed. This Declaration shall not be modified or amended in any respect except by a writing executed and delivered by the Owners of the Tracts affected by such modification or amendment.

10.6 (a) Every notice, demand, consent, approval or other document or instrument required or permitted to be served upon or given to any party hereto shall be in writing and shall be delivered in person or sent by nationally recognized overnight courier service or in registered or certified form, postage prepaid, return receipt requested, and if addressed to Declarant to the following address:

Declarant:	JDN Realty Corporation
	359 East Paces Ferry Road, Suite 400
	Atlanta, Georgia 30305

or to such other address as Declarant may direct from time to time by written notice forwarded in accordance herewith.

(b) If a Lender has theretofore sent a written notice to a party hereto which expressly states that it is the holder of a security interest in a Tract, describes the nature of the security interest and sets forth the name and address of such Lender, then until such party receives a written notice to the contrary from such Lender, such party shall send to such Lender copies of all notices it sends pursuant to Section 10.6(a) above to any other party hereto.

(c) Any Tract Owner may register the address to which notices should be sent hereunder by recording in the Fayette County, Georgia real estate records a notice specifying such address and cross referencing this Declaration, and by sending a copy of such notice to all parties whose addresses are listed herein and to all parties who have previously recorded such notices.

10.7 Each Owner of a Tract agrees with the Owners of the other Tracts that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon each party's respective Tract for the purpose of constructing or financing the ownership of the Improvements thereon shall be subordinate and inferior to the encumbrance created by this Declaration.

10.8 Whenever any action herein of any Owner of any Tract requires the consent or approval of the Owner of another Tract, then the party requesting such consent or approval shall submit to the Owner of the other Tract, a written notice delivered in accordance with Section 10.6 above describing the action for which such party seeks consent or approval, together with such documents or instruments as may be reasonably necessary for the Owner of the applicable Tract to review in connection therewith. The Owner of the applicable Tract shall then have twenty (20) business days from the Effective Date of each such notice in which to respond to the request of such party for consent or approval. If the Owner of such Tract does not respond to such request within said twenty (20) business day period, such Owner of the Tract shall be deemed to have consented to and approved the action for which consent or approval was requested.

10.9 Provided Tracts 4 and 5 are owned by the same Owner, the Owner shall have the right through execution and recordation of an amendment to this Declaration (executed by such Owner alone) to combine such Tracts 4 and 5 into a single Tract for all purposes of this Declaration. The combined Tract shall remain burdened and benefitted by all restrictions and easements created by this Declaration with respect to either of such Tracts, but any easements benefitting either of said Tracts 4 or 5 and burdening the other of said Tracts shall be merged through said amended Declaration.

IN WITNESS WHEREOF, authorized representatives of Declarant have executed this Declaration under seal as of the day and year written above.

Signed, sealed, and delivered in the presence of:

Barbara Anne Wicks
Unofficial Witness

Jayna R. Bell
Notary Public

My Commission Expires: 3/1/2002



"DECLARANT":

JDN REALTY CORPORATION, a Maryland corporation

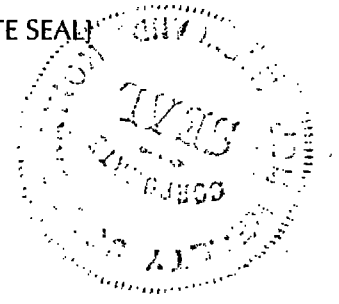
By [Signature]

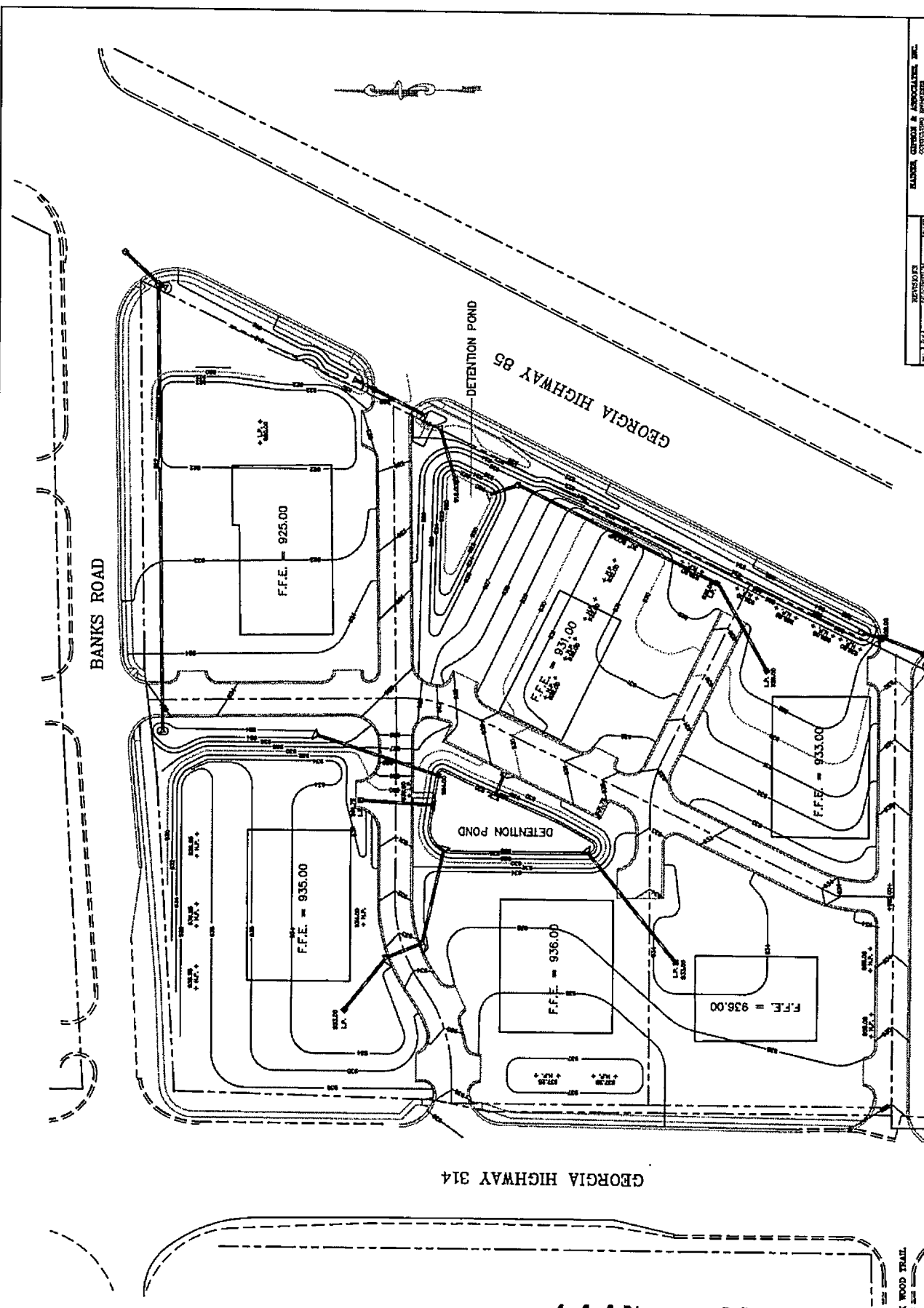
Title: SVP & CEO

Attest: [Signature]

Title: Assistant Secretary

[CORPORATE SEAL]





REVISIONS		DATE
NO.	DESCRIPTION	
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HANCOCK CONSULTING & ASSOCIATES, INC.
 4600 BRUCE STREET, SUITE 500
 DUBLIN, GA 31006
 PHONE (770) 487-7400 FAX (770) 487-7700
FAYETTEVILLE RETAIL CENTER
 CITY OF FAYETTEVILLE, GEORGIA

ECR EXHIBIT "A" - GRADING PLAN

GEORGIA HIGHWAY 314

CREEK WOOD TRAIL

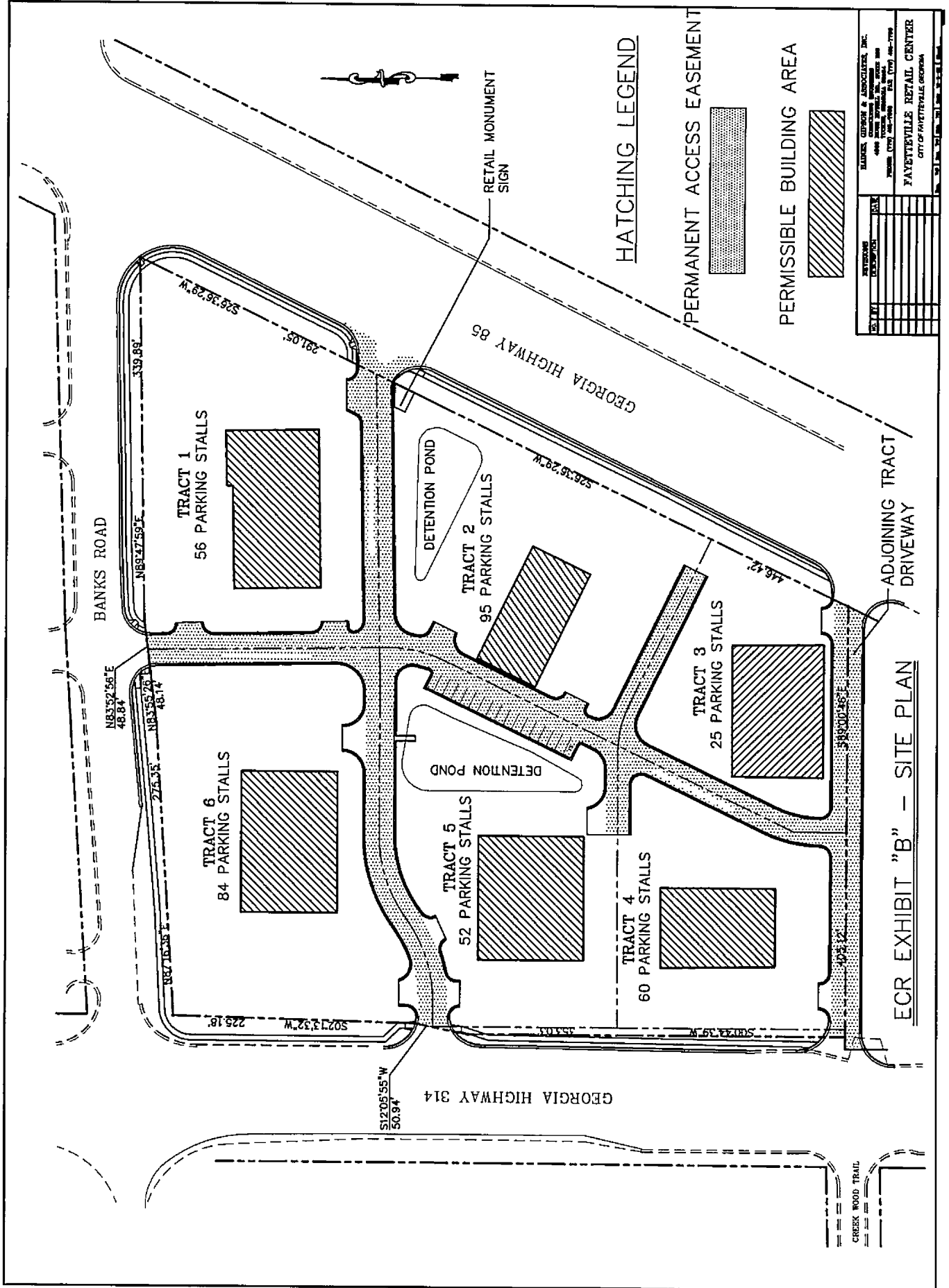


EXHIBIT "C"

TRACT 1

All that tract or parcel of land lying and being in Land Lot 154, 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a point at the intersection of the easterly right of way of Georgia Highway 314 (R.W. varies) and the southerly right of way of Banks Road (R.W. varies); run thence along said right of way of Banks Road N87 16' 36"E 275.35 feet to a concrete monument; thence continuing along said right of way of Banks Road N83 52'56"E 68.76 feet to the POINT OF BEGINNING; thence continuing along said right of way of Banks Road N83 52'56"E 27.88 feet to a point; thence continuing along said right of way of Banks Road N89 47'59"E 340.23 feet to a point at the intersection of said right of way of Banks Road and the westerly right of way of Georgia Highway 85 (170 ft. right of way); thence along said right of way of Georgia Highway 85 S26 36'29"W 246.12 feet to a point; thence leaving said right of way of Georgia Highway 85 S89 47'59"W 256.96 feet to a point; thence N00 12'01"W 216.79 feet to the POINT OF BEGINNING.

Said tract contains 1.575 acres, and is more fully described as "Tract 1" on an "ALTA/ACSM Land Title Subdivision Survey for JDN Development Company, Inc. and Chicago Title Insurance Company by Barton Surveying, Inc. dated December 4, 1998, last revised on September 28, 1999.

EXHIBIT "C"

TRACT 2

All that tract or parcel of land lying and being in Land Lot 154, 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a point at the intersection of the easterly right of way of Georgia Highway 314 (R.W. varies) and the southerly right of way of Banks Road (R.W. varies); run thence along said right of way of Banks Road N87 16' 36"E 275.35 feet to a concrete monument; thence continuing along said right of way of Banks Road N83 52'56"E 96.64 feet to a point; thence continuing along said right of way of Banks Road N89 47'59"E 340.23 feet to a point at the intersection of said right of way of Banks Road and the westerly right of way of Georgia Highway 85 (170 ft. right of way); thence along said right of way of Georgia Highway 85 S26 36'29"W 246.12 feet to the POINT OF BEGINNING, thence continuing along said right of way of Georgia Highway 85 S26 36'29"W 348.84 feet to a point; thence leaving said right of way N63 23'54"W 175.56 feet to a point; thence along a curve to the left, following the curvature thereof, for an arc distance of 39.13 feet, said curve having a radius of 100.00 feet and being subtended by a chord of N74 36'31"W 38.88 feet to a point; thence N26 36'28"E 182.19 feet to a point; thence along a curve to the left, following the curvature thereof, for an arc distance of 53.81 feet, said curve having a radius of 115.00 feet and being subtended by a chord of N13 12'14"E 53.32 feet to a point; thence N00 12'01"W 7.26 feet to a point; thence N89 47'59"E 256.96 feet to the POINT OF BEGINNING.

Said tract contains 1.457 acres, and is more fully described as "Tract 2" on an "ALTA/ACSM land Title Subdivision Survey for JDN Development Company, Inc. and Chicago Title Insurance Company by Barton Surveying, Inc. dated December 4, 1998, last revised September 28, 1999.

EXHIBIT "C"

TRACT 3

All that tract or parcel of land lying and being in Land Lot 154, 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a point at the intersection of the easterly right of way of Georgia Highway 314 (R.W. varies) and the southerly right of way of Banks Road (R.W. varies); run thence along said right of way of Banks Road N87 16' 36"E 275.35 feet to a concrete monument; thence continuing along said right of way of Banks Road N83 52'56"E 96.64 feet to a point; thence continuing along said right of way of Banks Road N89 47'59"E 340.23 feet to a point at the intersection of said right of way of Banks Road and the westerly right of way of Georgia Highway 85 (170 ft. right of way); thence along said right of way of Georgia Highway 85 S26 36'29"W 594.96 feet to the POINT OF BEGINNING; thence continuing along said right of way of Georgia Highway 85 S26 36'29"W 142.51 feet to an iron pin; thence leaving said right of way N 89 00'46"W 213.33 feet to a point; thence N00 59'14"E 49.37 feet to a point; thence N 26 36'28"E 182.66 feet to a point; thence along a curve to the right, following the curvature thereof; for an arc distance of 39.13 feet, said curve having a radius of 100.00 feet and being subtended by a chord of S74 36'1"E 38.88 feet to a point; thence S63 23'54"E 175.56 feet to the POINT OF BEGINNING.

Said tract contains .935 acres, and is more fully described as "Tract 3" on an "ALTA/ACSM land Title Subdivision Survey for JDN Development Company, Inc. and Chicago Title Insurance Company by Barton Surveying, Inc. dated December 4, 1998, last revised September 28, 1999.

EXHIBIT "C"

TRACT 4

All that tract or parcel of land lying and being in Land Lot 154, 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a point at the intersection of the easterly right of way of Georgia Highway 314 (R.W. varies) and the southerly right of way of Banks Road (R.W. varies); run thence along said right of way of Bank Road N87 16'36"E 275.35 feet to a concrete monument; thence continuing along said right of way of Banks Road N83 52'56"E 96.64 feet to a point; thence continuing along said right of way of Banks Road N89 47'59"E 340.23 feet to a point at the intersection of said right of way of Banks Road and the westerly right of way of Georgia Highway 85 (170 ft. right of way); thence along said right of way of Georgia Highway 85 S26 36'29"W 737.47 feet to an iron pin; thence leaving said right of way of Georgia Highway 85 N89 00'46"W 213.33 feet to the POINT OF BEGINNING; thence N89 00'46"W 184.79 feet to a point on the proposed easterly right of way of Georgia Highway 314; thence along said proposed right of way of Georgia Highway 314 N00 44'39"E 213.13 feet to a point; thence leaving said right of way S89 15'22"E 258.68 feet to a point; thence along a curve to the right, following the curvature thereof, for an arc distance of 6.00 feet, said curve having a radius of 100.00 feet and being subtended by a chord of S87 32'15"E 6.00 feet to a point; thence S26 36'28"W 182.66 feet to a point; thence S00 59'14"W 49.37 feet to the POINT OF BEGINNING.

Said tract contains 1.057 acres, and is more fully described as "Tract 4" on an "ALTA/ACSM land Title Subdivision Survey for JDN Development Company, Inc. and Chicago Title Insurance Company by Barton Surveying, Inc. dated December 4, 1998, last revised September 28, 1999.

EXHIBIT "C"

TRACT 5

All that tract or parcel of land lying and being in Land Lot 154, 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING at a point at the intersection of the easterly right of way of Georgia Highway 314 (R.W. varies) and the southerly right of way of Banks Road (R.W. varies); run thence along said right of way of Georgia Highway 314 S02 13'32"W 225.18 feet to a concrete monument; thence continuing along said right of way of Georgia Highway 314 S12 05'55"W 15.39 feet to the intersection of said existing right of way of Georgia Highway 314 and the proposed right of way of Georgia Highway 314; thence along said proposed right of way of Georgia Highway 314 S00 44'39"W 2.13 feet to the POINT OF BEGINNING; thence S89 09'39"E 23.97 feet to a point; thence along a curve to the left, following the curvature thereof, for an arc distance of 78.43 feet, said curve having a radius of 130.00 feet and being subtended by a chord of N73 33'20"E 77.25 feet to a point; thence N56 16'19"E 8.06 feet to a point; thence along a curve to the right, following the curvature thereof, for an arc distance of 78.43 feet, said curve having a radius of 130.00 feet and being subtended by a chord of N73 33'20"E 77.25 feet to a point; thence S89 09'39"E 147.16 feet to a point; thence N89 47'59"E 30.17 feet to a point; thence S00 12'01"E 7.26 feet to a point; thence along a curve to the right, following the curvature thereof, for an arc distance of 53.81 feet, said curve having a radius of 115.00 feet and being subtended by a chord of S13 12'14"W 53.32 feet to a point; thence S26 36'28"W 182.19 feet to a point; thence along a curve to the left, following the curvature thereof, for an arc distance of 6.00 feet, said curve having a radius of 100.00 feet and being subtended by a chord of N87 32'15"W 6.00 feet to a point; thence N89 15'22"W 258.68 feet to a point on the proposed right of way of Georgia Highway 314; thence along said proposed right of way of Georgia Highway 314 N00 44'39"E 172.65 feet to the POINT OF BEGINNING.

Said tract contains 1.505 acres, and is more fully described as "Tract 5" on an "ALTA/ACSM land Title Subdivision Survey for JDN Development Company, Inc. and Chicago Title Insurance Company by Barton Surveying, Inc. dated December 4, 1998, last revised September 28, 1999.

BOOK 1445 PAGE 657

EXHIBIT "C"

TRACT 6

All that tract or parcel of land lying and being in Land Lot 154, 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at a point at the intersection of the easterly right of way of Georgia Highway 314 (R.W. varies) and the southerly right of way of Banks Road (R.W. varies); thence along said right of way of Banks Road N87 16'36"E 275.35 feet to a concrete monument; thence continuing along said right of way of Banks Road N83 52'56"E 68.76 feet to a point; thence leaving said right of way of Banks Road S00 12'01"E 216.79 feet to a point; thence S89 47'59"W 30.17 feet to a point; thence N89 09'39"W 147.16 feet to a point; thence along a curve to the left, following the curvature thereof, for an arc distance of 78.43 feet, said curve having a radius of 130.00 feet and being subtended by a chord of S73 33'20"W 77.25 feet to a point; thence S56'16'19"W 8.06 feet to a point; thence along a curve to the right, following the curvature thereof, for an arc distance of 78.43 feet, said curve having a radius of 130.00 feet and being subtended by a chord of S73 33'20"W 77.25 feet to a point; thence N89 09'39"W 23.97 feet to a point on the proposed easterly right of way of Georgia Highway 314; thence along said proposed right of way of Georgia Highway 314 N00 44'39"E 2.13 feet to the intersection of said proposed right of way of Georgia Highway 314 and the existing easterly right of way of Georgia Highway 314; thence along said existing right of way of Georgia Highway 314 N12 05'55"E 15.39 feet to a concrete monument; thence continuing along said existing right of way of Georgia Highway 314 N02 13'32"E 225.18 feet to the POINT OF BEGINNING.

Said tract contains 1.732 acres, and is more fully described as "Tract 6" on ALTA/ACSM Land Title Subdivision Survey for JDN Development Company, Inc. and Chicago Title Insurance Company by Barton Surveying, Inc. dated December 4, 1998, last revised September 28, 1999.

✓ 7a

FILED & RECORDED
FAYETTE COUNTY, GA.
'01 MAY 7 AM 9 00
SHEILA STUDDARD, CLERK

BOOK 1628 PAGE 482

After Recording Return To:
Anita Kibbe
Metropolitan Title Agency, Inc.
1800 Water Place, Suite: 235
Atlanta, GA 30339

**First Amendment to Declaration of Easements
And Restrictive Covenants ("ECR")**

(Fayetteville, Georgia)

This First Amendment to Declaration of Easements and Restrictive Covenants ("ECR") ("First Amendment") is made as of the 6th day of February, 2001, by JDN REALTY CORPORATION, a Maryland corporation ("Declarant").

WITNESSETH:

WHEREAS, the parties executed that certain Declaration of Easements and Restrictive Covenants ("ECR") (this "Declaration") dated October 1, 1999, and recorded at Deed Book 1445, Page 638, Fayette County, Georgia Records (the "Records"), whereby certain easements, restrictions and other agreements were created with respect to the use of Tracts 1, 2, 3, 4, 5, and 6; all as defined in the ECR;

WHEREAS, Declarant is the fee simple owner of Tracts 1, 2, 3, 4, 5, and 6;

NOW THEREFORE, for and in consideration of the premises, promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby amend the ECR as set forth below.

1. All capitalized terms not specifically defined herein shall have the meaning assigned to them in the ECR.
2. **Exhibit B** of the ECR, is hereby deleted and **Exhibit B** attached hereto is hereby substituted therefor.

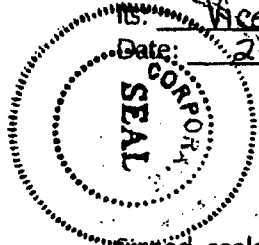
3. Exhibit C of the ECR, is hereby deleted and Exhibit C attached hereto is hereby substituted therefor.
4. Except as expressly modified and amended herein, the ECR shall remain in full force and effect, and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and as provided in the ECR.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

"DECLARANT"

JDN REALTY CORPORATION

By: Tad D. L. U.
Its: Vice-President
Date: 2-6-01



Signed, sealed, and delivered
in the presence of:

Barbara Ann Wasko
Unofficial Witness

Alice Meaders
Notary Public, State of Georgia



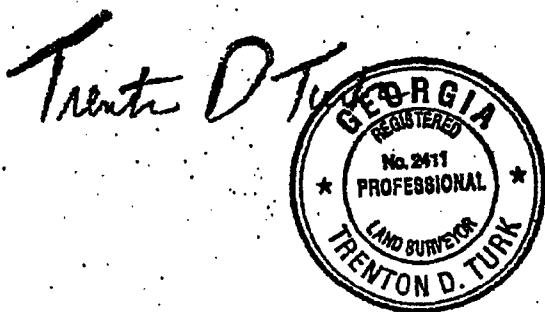
EXHIBIT "C"

TRACT 1

All that tract or parcel of land lying and being in Land Lot 154 of the 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

Commencing on the Eastern right-of-way of Georgia Highway 314 (variable r/w) and the southern right-of-way of Banks Road (variable r/w); Thence along the right-of-way of Banks road the following courses and distances: North 87 degrees 16 minutes 38 seconds East, 275.35 feet to a 5/8" rebar set; North 83 degrees 55 minutes 26 seconds East, 48.14 feet to a 5/8" rebar set, said point being **THE TRUE POINT OF BEGINNING**; Thence continuing along said right-of-way North 83 degrees 52 minutes 56 seconds East, 48.83 feet to a PK nail set; North 89 degrees 47 minutes 59 seconds East, 339.89 feet to a PK nail set on the western right-of-way of Georgia Highway 85 (170' r/w); Thence along said right-of-way South 26 degrees 36 minutes 29 seconds West, 246.12 feet to a PK nail set; thence leaving said right-of-way South 89 degrees 47 minutes 59 seconds West, 256.96 feet to a PK nail set; thence North 89 degrees 20 minutes 16 seconds West, 20.50 feet to a PK nail set; thence North 00 degrees 12 minutes 01 seconds West, 214.32 feet to a 5/8" rebar set; said point being **THE TRUE POINT OF BEGINNING**.

Said tract of land contains 1.676 Acres.



BOOK 1628 PAGE 485

EXHIBIT "C"

TRACT 2

All that tract or parcel of land lying and being in Land Lot 154, 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a point at the intersection of the easterly right of way of Georgia Highway 314 (R.W. varies) and the southerly right of way of Banks Road (R.W. varies); run thence along said right of way of Banks Road N87 16' 36"E 275.35 feet to a concrete monument; thence continuing along said right of way of Banks Road N83 52'56"E 96.64 feet to a point; thence continuing along said right of way of Banks Road N89 47'59"E 340.23 feet to a point at the intersection of said right of way of Banks Road and the westerly right of way of Georgia Highway 85 (170 ft. right of way); thence along said right of way of Georgia Highway 85 S26 36'29"W 246.12 feet to the POINT OF BEGINNING, thence continuing along said right of way of Georgia Highway 85 S26 36'29"W 348.84 feet to a point; thence leaving said right of way N63 23'54"W 175.56 feet to a point; thence along a curve to the left, following the curvature thereof, for an arc distance of 39.13 feet, said curve having a radius of 100.00 feet and being subtended by a chord of N74 36'31"W 38.88 feet to a point; thence N26 36'28"E 182.19 feet to a point; thence along a curve to the left, following the curvature thereof, for an arc distance of 53.81 feet, said curve having a radius of 115.00 feet and being subtended by a chord of N13 12'14"E 53.32 feet to a point; thence N00 12'01"W 7.26 feet to a point; thence N89 47'59"E 256.96 feet to the POINT OF BEGINNING.

Said tract contains 1.457 acres, and is more fully described as "Tract 2" on an "ALTA/ACSM land Title Subdivision Survey for JDN Development Company, Inc. and Chicago Title Insurance Company by Barton Surveying, Inc. dated December 4, 1998, last revised September 28, 1999.

EXHIBIT "C"

TRACT 3

All that tract or parcel of land lying and being in Land Lot 154, 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a point at the intersection of the easterly right of way of Georgia Highway 314 (R.W. varies) and the southerly right of way of Banks Road (R.W. varies); run thence along said right of way of Banks Road N87°16'36"E 275.35 feet to a concrete monument; thence continuing along said right of way of Banks Road N83°52'56"E 96.64 feet to a point; thence continuing along said right of way of Banks Road N89°47'59"E 340.23 feet to a point at the intersection of said right of way of Banks Road and the westerly right of way of Georgia Highway 85 (170 ft. right of way); thence along said right of way of Georgia Highway 85 S26°36'29"W 594.96 feet to the POINT OF BEGINNING; thence continuing along said right of way of Georgia Highway 85 S26°36'29"W 142.51 feet to an Iron pin; thence leaving said right of way N 89°00'46"W 213.33 feet to a point; thence N00°59'14"E 49.37 feet to a point; thence N 26°36'28"E 182.66 feet to a point; thence along a curve to the right, following the curvature thereof; for an arc distance of 39.13 feet, said curve having a radius of 100.00 feet and being subtended by a chord of S74°36'1"E 38.88 feet to a point; thence S63°23'54"E 175.56 feet to the POINT OF BEGINNING.

Said tract contains .935 acres, and is more fully described as "Tract 3" on an "ALTA/ACSM land Title Subdivision Survey for JDN Development Company, Inc. and Chicago Title Insurance Company by Barton Surveying, Inc. dated December 4, 1998, last revised September 28, 1999.

BOOK 1628 PAGE 487

EXHIBIT "C"

TRACT 4

All that tract or parcel of land lying and being in Land Lot 154, 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING, commence at a point at the intersection of the easterly right of way of Georgia Highway 314 (R.W. varies) and the southerly right of way of Banks Road (R.W. varies); run thence along said right of way of Bank Road N87 16'36"E 275.35 feet to a concrete monument; thence continuing along said right of way of Banks Road N83 52'56"E 96.64 feet to a point; thence continuing along said right of way of Banks Road N89 47'59"E 340.23 feet to a point at the intersection of said right of way of Banks Road and the westerly right of way of Georgia Highway 85 (170 ft. right of way); thence along said right of way of Georgia Highway 85 S26 36'29"W 737.47 feet to an iron pin; thence leaving said right of way of Georgia Highway 85 N89 00'46"W 213.33 feet to the POINT OF BEGINNING; thence N89 00'46"W 184.79 feet to a point on the proposed easterly right of way of Georgia Highway 314; thence along said proposed right of way of Georgia Highway 314 N00 44'39"E 213.13 feet to a point; thence leaving said right of way S89 15'22"E 258.68 feet to a point; thence along a curve to the right, following the curvature thereof, for an arc distance of 6.00 feet, said curve having a radius of 100.00 feet and being subtended by a chord of S87 32'15"E 6.00 feet to a point; thence S26 36'28"W 182.66 feet to a point; thence S00 59'14"W 49.37 feet to the POINT OF BEGINNING.

Said tract contains 1.057 acres, and is more fully described as "Tract 4" on an "ALTA/ACSM land Title Subdivision Survey for JDN Development Company, Inc. and Chicago Title Insurance Company by Barton Surveying, Inc. dated December 4, 1998, last revised September 28, 1999.

EXHIBIT "C"

TRACT 5

All that tract or parcel of land lying and being in Land Lot 154, 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING at a point at the intersection of the easterly right of way of Georgia Highway 314 (R.W. varies) and the southerly right of way of Banks Road (R.W. varies); run thence along said right of way of Georgia Highway 314 S02 13'32"W 225.18 feet to a concrete monument; thence continuing along said right of way of Georgia Highway 314 S12 05'55"W 15.39 feet to the intersection of said existing right of way of Georgia Highway 314 and the proposed right of way of Georgia Highway 314; thence along said proposed right of way of Georgia Highway 314 S00 44'39"W 2.13 feet to the POINT OF BEGINNING; thence S89 09'39"E 23.97 feet to a point; thence along a curve to the left, following the curvature thereof, for an arc distance of 78.43 feet, said curve having a radius of 130.00 feet and being subtended by a chord of N73 33'20"E 77.25 feet to a point; thence N56 16'19"E 8.06 feet to a point; thence along a curve to the right, following the curvature thereof, for an arc distance of 78.43 feet, said curve having a radius of 130.00 feet and being subtended by a chord of N73 33'20"E 77.25 feet to a point; thence S89 09'39"E 147.16 feet to a point; thence N89 47'59"E 30.17 feet to a point; thence S00 12'01"E 7.26 feet to a point; thence along a curve to the right, following the curvature thereof, for an arc distance of 53.81 feet, said curve having a radius of 115.00 feet and being subtended by a chord of S13 12'14"W 53.32 feet to a point; thence S26 36'28"W 182.19 feet to a point; thence along a curve to the left, following the curvature thereof, for an arc distance of 6.00 feet, said curve having a radius of 100.00 feet and being subtended by a chord of N87 32'15"W 6.00 feet to a point; thence N89 15'22"W 258.68 feet to a point on the proposed right of way of Georgia Highway 314; thence along said proposed right of way of Georgia Highway 314 N00 44'39"E 172.65 feet to the POINT OF BEGINNING.

Said tract contains 1.505 acres, and is more fully described as "Tract 5" on an "ALTA/ACSM land Title Subdivision Survey for JDN Development Company, Inc. and Chicago Title Insurance Company by Barton Surveying, Inc. dated December 4, 1998, last revised September 28, 1999.

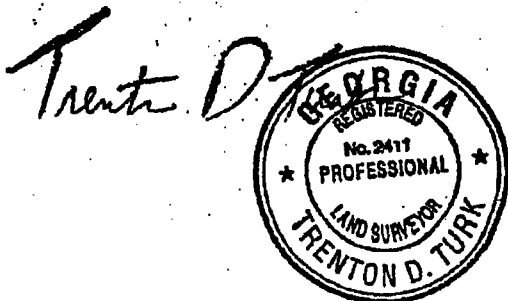
EXHIBIT "C"

TRACT 6

All that tract or parcel of land lying and being in Land Lot 154 of the 5th District, City of Fayetteville, Fayette County, Georgia, and being more particularly described as follows:

Commencing on the Eastern right-of-way of Georgia Highway 314 (variable r/w) and the southern right-of-way of Banks Road (variable r/w); said point being **THE TRUE POINT OF BEGINNING**; Thence along the right-of-way of Banks road the following courses and distances: North 87 degrees 16 minutes 36 seconds East, 275.35 feet to a 5/8" rebar set; North 83 degrees 55 minutes 26 seconds East, 48.14 feet to a 5/8" rebar set; thence leaving said right-of-way South 00 degrees 12 minutes 01 seconds East, 214.32 feet to a PK nail set; thence North 89 degrees 20 minutes 16 seconds West, 156.83 feet to a PK nail set; thence along a curve to the left, an arc distance of 78.43 feet, said curve having a radius of 130.00 feet and being subtended by a chord of 77.25 feet, at South 73 degrees 33 minutes 20 seconds West, to a PK nail set; Thence South 56 degrees 16 minutes 20 seconds West, 8.06 feet to a PK nail set; thence along a curve to the right, an arc distance of 78.43 feet, said curve having a radius of 130.00 feet and being subtended by a chord of 77.25 feet, at South 73 degrees 33 minutes 20 seconds West, to a point; thence North 89 degrees 09 minutes 39 seconds West, 23.97 feet to a 5/8" rebar set on the eastern right-of-way of Georgia Highway 314; thence along said right-of-way the following courses and distances: North 00 degrees 44 minutes 39 seconds East, 2.13 feet to a 5/8" rebar set; North 12 degrees 05 minutes 55 seconds East, 15.39 feet to a 5/8" rebar set; North 02 degrees 13 minutes 32 seconds East, 225.18 feet to a 5/8" rebar set; said point being **THE TRUE POINT OF BEGINNING**.

Said tract of land contains 1.629 Acres.



✓ #7b

FILED & RECORDED
FAYETTE COUNTY, GA.
'01 AUG 30 PM 4 48
SHEILA STUDDARD, CLERK

Prepared by [REDACTED]
L. E. Shumaker, Esq.
JDN Development Company, Inc.
359 East Paces Ferry Road, NE
Suite 450
Atlanta, Georgia 30305

After recording, please return to:

Anita Kibbe
Metropolitan Title Agency, Inc.
1800 Water Place, Suite: 235
Atlanta, GA 30339

SECOND AMENDMENT OF DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS
(Fayetteville, Georgia)

THIS SECOND AMENDMENT OF DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS (FAYETTEVILLE, GEORGIA) (this "Second Amendment") is made as of the 15th day of May, 2001, by JDN REALTY CORPORATION, a Maryland corporation ("Declarant"), and consented to as set forth below.

WITNESSETH:

WHEREAS, the parties executed that certain Declaration of Easements and Restrictive Covenants (Fayetteville, Georgia) dated as of October 1, 1999, recorded at Deed Book 1445, Page 638, Fayette County, Georgia Records (the "Records"), as amended by that certain First Amendment to Declaration of Easements and Restrictive Covenants ("ECR") (Fayetteville, Georgia), dated as of February 6th, 2001, recorded at Deed Book 1628, Page 482 of the Records (collectively, the "ECR"); and,

WHEREAS, Declarant is the fee simple owner of Tracts 1, 2, 3, 4, 5, and 6, all as defined in the ECR, (collectively, the "Property"); and,

WHEREAS, Declarant desires to provide for continuing development of the Property, including requirements of the local authorities therefor.

NOW, THEREFORE, for and in consideration of the premises, promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the ECR as follows:

1. All capitalized terms not specifically defined herein shall have the meaning assigned to them in the ECR.
2. In Section 1 of the ECR, the definition of "Adjoining Tract Driveway" is hereby deleted and the following substituted therefor:

Adjoining Tract Driveway shall refer to a driveway located on either side of the Southerly property line of Tracts 3 and 4 as shown on the Site Plan and constructed per the requirements of the City of Fayetteville (the "City"). Declarant shall construct or cause to be constructed the Adjoining Tract Driveway and, once constructed, the Adjoining Tract Driveway shall become a part of the Permanent Access Easement; provided, that this obligation shall only

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exist if Declarant enters into an easement agreement (an "Easement Agreement") with the abutting property owner, otherwise this definition and obligation shall be deemed to be deleted from this Declaration. If Declarant enters into an Easement Agreement, provided such grant is mutual as regards the Owner(s), occupants, employees, contractors, agents, customers, and invitees of the Property, the owner(s), occupant(s), employees, contractors, agents, customers, and invitees of such abutting tract shall have a non-exclusive easement for access across that portion of the Adjoining Tract Driveway located on the Property. The Owner(s) of Tracts 3 and 4 and the owner of such abutting tract together shall have the right to dedicate the Adjoining Tract Driveway to the City.

3. Section 10.9 of the ECR is hereby deleted and the following substituted therefor:

10.9 Provided any of the Tracts which are adjacent to each other are owned by the same Owner, the Owner shall have the right through execution and recordation of an amendment to this Declaration (executed by such Owner alone) to combine such tracts into a single Tract for all purposes of this Declaration. The combined Tract shall remain burdened and benefitted by all restrictions and easements created by this Declaration with respect to such Tracts, but any easements benefitting either or any of such Tracts and burdening the other of such Tracts shall be merged through the amended Declaration. In such an event, the Permissible Building Area on such Tracts may be relocated on the combined Tracts in a manner which meets applicable code. The Owner of such combined Tracts may, at its option and expense, relocate (but not eliminate) any portion of the Permanent Access Easement located on the combined Tracts to accommodate the appropriate placement of Improvements thereon.

4. Exhibit B of the ECR is hereby deleted and Exhibit B attached hereto is hereby substituted therefor.
6. Except as express modified and amended herein, the ECR shall remain in full force and effect, and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, and as provided in the ECR.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the date first above written.

Signed, sealed, and delivered
in the presence of:

Barbara Ann Weeks
Unofficial Witness

Alice Meaders
Notary Public, State of Georgia



"DECLARANT"

JDN REALTY CORPORATION, a Maryland corporation

By: John D. Harris, Jr.
Its: JOHN D. HARRIS, JR.

Chief Executive Officer

ATTEST:

By: Its Assistant Secretary LE Shumaker Assistant Secretary

(CORPORATE SEAL)

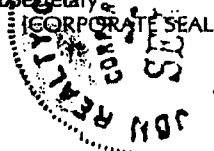
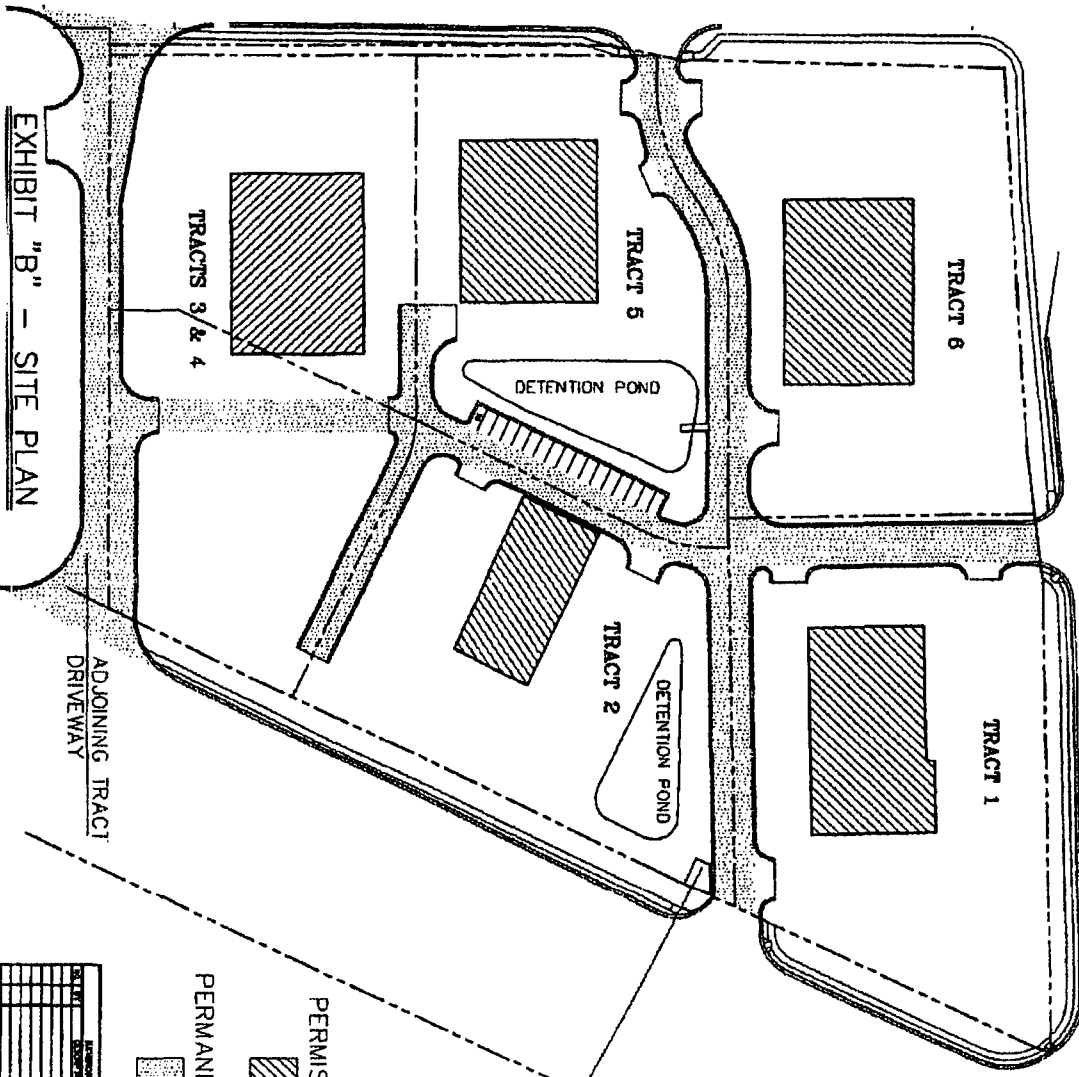


EXHIBIT "B" - SITE PLAN



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LEGEND

- PERMISSIBLE BUILDING AREA
- PERMANENT ACCESS EASEMENT

NO.	DATE	DESCRIPTION
1	10/1/78	PRELIMINARY
2	10/1/78	REVISED
3	10/1/78	REVISED
4	10/1/78	REVISED
5	10/1/78	REVISED
6	10/1/78	REVISED
7	10/1/78	REVISED
8	10/1/78	REVISED
9	10/1/78	REVISED
10	10/1/78	REVISED

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