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Douglas County Georgia
Cindy Chaffin Clerk Superior Court

BK 1759 PG 300-328



EXCEPTION 9
Schedule B - Part II
RTG#2-14163

Space Above This Line For Recording Data

STATE OF GEORGIA
COUNTY OF FULTON

AFTER RECORDING RETURN TO:
Richard J. Beam, Jr., Esq.
Ramsay Title Group, LLC
6400 Atlantic Boulevard
Suite 170
Norcross, Georgia 30071-1214

**DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS**

THIS DECLARATION of Restrictions, Covenants and Conditions and Grant of Easements is made and entered into as of the 2nd day of June, 2003, by SOFRAN MIRROR LAKE, L.P., a Georgia limited partnership.

WITNESSETH:

WHEREAS, Declarant is the owner of the Property; and

WHEREAS, the Property is comprised of several Tracts which the Declarant desires to develop as an integrated commercial shopping center substantially as depicted on the Site Plan; and

WHEREAS, in connection with such development, Declarant desires to establish certain restrictions, covenants, conditions, and easements for the development, operation, management, and use of the Property.

NOW, THEREFORE, for and in consideration of the benefits accruing to each of the Tracts from the restrictions, covenants, conditions, and easements created hereby, Declarant hereby submits and subjects the Property to the restrictions, covenants, conditions, and easements hereinafter set forth.

ARTICLE I

DEFINITIONS AND MEANINGS

In addition to any other terms that are defined in this Declaration, the following capitalized terms shall have the following meanings:

1.1 "Access Road" shall have the meaning set forth to same in the Mirror Lake Easement Agreement.

1.2 "Building Area" shall mean the limited areas of each Tract within which buildings, including any appurtenant canopies, supports, loading docks, truck ramps, and other outward extensions, as well as attached trash compactors and utility transformers, may be constructed, placed, or located.

1.3 "Common Area" shall mean all areas within the exterior boundaries of the Property and the areas of any appurtenant easements which are for the general and non-exclusive use, convenience, and benefit of any Owner or Occupant of any building located on the Property, including, but not limited to, roadways, driveways, loading areas (exclusive of loading docks and truck ramps), islands, parking areas, entrances and exits, access drives (including paving, striping, and curbs and gutters), sidewalks, landscaping, lighting, directional or traffic signs, and surface water detention or retention and drainage facilities; provided, however, Common Area shall not include developed Building Areas, the Publix Service Area or the Publix Sidewalk Area.

1.4 "Declarant" shall mean Sofran Mirror Lake, L.P., a Georgia limited partnership.

1.5 "Declaration" shall mean this Declaration of Restrictions, Covenants and Conditions and Grant of Easements.

1.6 "Drainage System" shall have the meaning set forth in the Mirror Lake Easement Agreement.

1.7 "Leasable Floor Area" shall mean floor area calculated in square feet located in or appurtenant to buildings constructed or to be constructed on a Tract, which Leasable Floor Area shall include, without limitation: the ground floor area within said buildings; enclosed vestibules; exclusive passageways; basements; storage areas; mezzanines; outdoor garden shops or sales areas; exclusive enclosed loading areas, outdoor balconies, patios, or other outside areas

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utilized for retail sales of food or beverage service (exclusive of areas utilized exclusively for drive through or walk-up take out food or beverage service); provided, however, until the Publix Lease has terminated and is of no further force or effect, the Leasable Floor Area of the Publix Premises shall be deemed to be 38,997 square feet.

1.8 "Mirror Lake Easement Agreement" shall mean that certain Reciprocal Easement Agreement, dated as of June 2, 2003, by and between Mirror Lake, LLC, a Georgia limited liability company, ("Mirror Lake"), West Georgia National Bank and Declarant and recorded or to be recorded on or about this date hereof in the Douglas County, Georgia Records.

1.9 "Occupant" shall mean any Owner or tenant, subtenant, assignee, concessionaire, or licensee who, from time to time, is entitled to use or occupy all or any portion of the Property under an ownership right or any lease, sublease, assignment, concession, license, or other similar agreement.

1.10 "Outparcel 1" shall mean all that tract or parcel of land depicted and designated "Outlot #1" on the Site Plan, and being more particularly described in Exhibit "A" attached hereto and by reference thereto incorporated herein.

1.11 "Outparcel 2" shall mean all that tract or parcel of land depicted and designated "Outlot #2" on the Site Plan, and being more particularly described in Exhibit "A" attached hereto and by reference thereto incorporated herein.

1.12 "Outparcel 3" shall mean all that tract or parcel of land depicted and designated "Outlot #3" on the Site Plan, and being more particularly described in Exhibit "A" attached hereto and by reference thereto incorporated herein.

1.13 "Outparcel 4" shall mean shall mean all that tract or parcel of land depicted and designated "Outlot #4" on the Site Plan, and being more particularly described in Exhibit "A" attached hereto and by reference thereto incorporated herein.

1.14 "Outparcel" or "Outparcels" shall mean, individually or collectively, as the case may be, Outparcel 1, Outparcel 2, Outparcel 3 and Outparcel 4.

1.15 "Outparcel Sign" and "Outparcel Signs" shall mean, individually and collectively, as the case may be, pylon or monument signs identifying the Owner and/or Occupant of the Outparcel which are or may be located on the Outparcels.

1.16 "Owner" or "Owners" shall mean, individually or collectively, as the content requires: (i) any person or entity owning from time to time fee simple title to a Tract or any portion of a Tract including without limitation, Declarant; (ii) any lessee of an estate in land of a Tract or any portion of a Tract under a ground lease, provided that such lessee is designated as the "Owner" in this Declaration or in an instrument recorded in the Douglas County, Georgia

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Records; and (iii) the person or entity owning a reversionary interest in a Tract or a portion of a Tract after the expiration or other termination of a ground lease as set forth in (ii) of this Paragraph 1.16. If more than one person or entity constitutes the Owner of a Tract or portion of a Tract, they, collectively, shall be deemed the "Owner" of such Tract or portion of the Tract. Anything contained in the two (2) immediately preceding sentences to the contrary notwithstanding, the Owner of the Shopping Center Tract shall in all events mean the person or entity owning from time to time fee simple title to that portion of the Shopping Center Tract containing the Publix Premises.

1.17 "Property" shall mean all that tract or parcel of land consisting of the Shopping Center Tract, Outparcel 1, Outparcel 2, Outparcel 3 and Outparcel 4.

1.18 "Publix" shall mean Publix Super Markets, Inc., a Florida corporation.

1.19 "Publix Lease" shall mean that certain Lease Agreement between Publix and Declarant, dated May 23, 2003, as the same may have been or hereafter may be modified or amended, for the Publix Premises.

1.20 "Publix Paragraph 19.07 Area" shall mean that portion of the Common Area of the Shopping Center Tract which is contiguous with the Publix Sidewalk Area, which Publix Paragraph 19.07 Area is outlined in green and substantially depicted and so designated on the Site Plan.

1.21 "Publix Premises" shall mean the Publix Storeroom, the Publix Sidewalk Area, and the Publix Service Area, collectively, which Publix Premises is outlined in red and substantially depicted and so designated on the Site Plan.

1.22 "Publix Service Area" shall mean that portion of the Publix Premises lying outside of but adjacent to the Publix Storeroom, within which is located certain improvements including, without limitation, emergency walkways (to the extent exclusively serving the Publix Storeroom), loading docks, truck pits or ramps, scissor lifts, trash compactor, transformer, and utility meters serving the Publix Storeroom, which Publix Service Area is substantially depicted and so designated on the Site Plan.

1.23 "Publix Sidewalk Area" shall mean that portion of the Publix Premises consisting of the entire sidewalk lying directly in front of the Publix Storeroom (but excluding any vestibule appurtenant to the Publix Storeroom) and extending from the outside face of the front wall of the Publix Storeroom to and including the face of the curb abutting the sidewalk and extending the full width of the Publix Storeroom, which Publix Sidewalk Area is substantially depicted and so designated on the Site Plan.

1.24 "Publix Storeroom" shall mean the building intended to be initially used and occupied by Publix for the operation of a grocery supermarket, as substantially depicted and so designated on the Site Plan.

1.25 "Service Drive" shall mean that portion of the Common Area consisting of (i) the entrances and exits between the Shopping Center Tract and adjoining publicly dedicated rights-of-way, and (ii) the driveway area extending from said entrances and exits to the Publix Service Area, which Service Drive is substantially depicted and so designated on the Site Plan.

1.26 "Shopping Center" shall mean the commercial shopping center to be developed on the Shopping Center Tract substantially as depicted on the Site Plan.

1.27 "Shopping Center Sign" and "Shopping Center Signs" shall mean, individually and collectively, as the case may be, the monument or pylon sign(s) identifying the Shopping Center and the Owner and/or certain Occupants thereof to be located on the Shopping Center Tract at the locations depicted on the Site Plan.

1.28 "Shopping Center Tract" shall mean all that tract or parcel of land depicted and so designated on the Site Plan, and being more particularly described in Exhibit "B" attached hereto and by reference thereto incorporated herein.

1.29 "Site Plan" shall mean that certain Site Plan attached hereto as Exhibit "C" and by reference thereto incorporated herein.

1.30 "Tract" or "Tracts" shall mean, individually or collectively, as the case may be, the Shopping Center Tract, Outparcel 1, Outparcel 2, Outparcel 3 and Outparcel 4.

ARTICLE II

SCOPE; TERM; RIGHTS OF GENERAL PUBLIC AND OCCUPANTS; RIGHTS OF PUBLIX

2.1 Scope. The within restrictions, covenants, conditions, and easements are essentially necessary for the use and benefit of the Property, and all portions thereof, and are for commercial and economic benefit of the Owners of the Tracts, and, subject to the provisions of Paragraph 2.4 of this Declaration, their Occupants. Regardless of whether or not they are specifically mentioned in any deeds or conveyances of all or any portion of the Property, the benefits and burdens of each restriction, covenant, condition, and easement set forth in this Declaration shall run with the title to the particular Tracts involved and shall benefit or bind the Owners thereof, their respective heirs, successors, successors-in-title, legal representatives and assigns. Any Owner shall be bound by this Declaration only as to the Tract(s) or portion thereof owned by same. In addition, an Owner shall be bound by this Declaration only with respect to obligations, liabilities or responsibilities that arise or accrue during said period.

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2.2 Term. The easements set forth in this Declaration shall be perpetual in duration unless otherwise specifically provided. The restrictions, covenants and conditions set forth in this Declaration shall be binding upon and enforceable against Owners and Occupants for a period of twenty (20) years from the date this Declaration is filed in the public deed records maintained by the appropriate governmental subdivision in which the Property is located, after which time, such restrictions, covenants, and conditions shall be automatically extended for successive periods of twenty (20) years each. In the event any law prohibits any such restrictions, covenants, and/or conditions from being enforceable for a period in excess of twenty (20) years, or beyond any other stated period, the Owner of the Shopping Center Tract is granted a power of attorney, coupled with an interest, to rerecord this Declaration at any time and from time to time for the purpose of extending the enforceability of same as contemplated by this Paragraph 2.2. Anything contained in this Paragraph 2.2 or elsewhere in this Declaration to the contrary notwithstanding, if any of the terms or provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions, pursuant to and in accordance with the Uniform Statutory Rule against Perpetuities at O.C.G.A. §44-6-220 et seq. shall continue only until ninety (90) years after the date hereof.

2.3 No Rights in Public Generally. The restrictions, covenants, conditions, and easements created, reserved, granted and established in this Declaration do not, are not intended to, and/or shall not be construed to create any rights, privileges or easements in and for the benefit of the general public. Notwithstanding anything to the contrary contained herein, each Owner shall have the right to prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafletting, picketing, carrying of signs, canvassing, demonstrations, or similar activities within that portion of the Common Area located on said Owner's Tract, and in addition, until the Publix Lease has terminated and is of no further force or effect, Publix shall have the right to prohibit or limit any solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafletting, picketing, carrying of signs, canvassing, demonstrations, or similar activities within the Publix Paragraph 19.07 Area, the Publix Service Area, and the Publix Sidewalk Area.

2.4 Rights of Occupants. With respect to the rights, privileges, and easements created in Article 7 of this Declaration, each benefitting Owner shall be entitled to designate from time to time which, if any, of its Occupants shall be entitled to utilize and enjoy such rights, privileges, and easements. No independent rights, privileges or easements shall be created by this Declaration as to any Occupants.

2.5 Rights of Publix. Anything to the contrary contained herein notwithstanding, until the Publix Lease has terminated and is of no further force or effect, (i) this Declaration may be abrogated, modified, rescinded or amended in whole or in part only with the consent of Publix, (ii) the consent or approval of Publix shall be required in addition to any consent or approval required of the Owner of the Shopping Center Tract pursuant to Paragraphs 3.4, 5.1, or 6.1 of this Declaration or pursuant to Article 8 hereof, and (iii) Publix shall have the right, but

not the obligation, to enforce this Declaration, and to avail itself of the remedies provided herein or otherwise at law or in equity for violation hereof, to the same extent as the Owner of the Shopping Center Tract.

ARTICLE III

COMMON AREA IMPROVEMENTS

3.1 Construction of Common Area Improvements. All Common Area improvements to the Property shall be constructed in a good and workmanlike manner and in accordance with good engineering standards. The Common Area of each Tract shall be constructed as shown on the Site Plan, and, to the extent not so shown on the Site Plan, shall be subject to the prior written approval of the Owner of the Shopping Center Tract.

3.2 Parking Area. The parking area on each Tract shall be constructed as shown on the Site Plan, and, to the extent not so shown on the Site Plan, shall be subject to the prior written approval of the Owner of the Shopping Center Tract. In all events, the parking area on each Tract shall conform to applicable governmental laws, rules, and regulations. Each Tract shall maintain an on-site, on-grade parking ratio not less than the greater of: (i) five (5) vehicle parking spaces for each 1,000 square feet of Leasable Floor Area located on said Tract, or (ii) the minimum number of vehicle parking spaces required under the applicable governmental laws, rules, or regulations, without regard for any variance or special exception therefrom. Each such parking space on the Shopping Center Tract shall have a minimum width of ten (10) feet except for the areas on the Site Plan in which a nine (9) foot minimum width is specifically designated, and each such space on an Outparcel shall have a minimum width of nine (9) feet. In the event of a condemnation or appropriation by exercise of the power of eminent domain of a portion of a Tract, or sale or transfer thereof in lieu of such condemnation or appropriation, that reduces the number of parking spaces below that which is required herein, the Owner whose Tract is so affected shall use its best efforts to restore and/or substitute parking spaces in order to comply with the parking requirements set forth herein. If such compliance is not possible, such Owner shall not be deemed in default hereunder, but shall not be permitted to expand the amount of Leasable Floor Area then existing on its Tract.

3.3 Common Area Signage. No signs shall be erected within the Common Area of any Tract, other than (i) signs required by applicable governmental laws, rules, and regulations, (ii) the Outparcel Signs, (iii) the Shopping Center Signs, (iv) signs which may be erected by Publix within the Publix Paragraph 19.07 Area providing notice of the right of Publix to prohibit or limit solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafletting, picketing, carrying of signs, canvassing, demonstrations, or any similar activity within the Publix Paragraph 19.07 Area and Publix Premises, and (v) signs which may be erected by Publix, within the Publix Paragraph 19.07 Area providing notice of civil and/or criminal sanctions associated with the removal of shopping carts from the Publix Premises or the Publix Paragraph 19.07 Area. The prohibition against the erecting of signage contained in

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this Paragraph 3.3 includes, but is not limited to, the parking by any Occupant, except temporary parking for the purpose of loading and unloading goods, materials, and products, of vehicles bearing signage identifying such Occupant in the Common Area.

3.4 Modification or Alteration. No Owner shall make changes to the improved Common Area on its Tract without the approval of the Owner of the Shopping Center Tract; provided, however, each Owner shall have the right, from time to time without obtaining the consent or approval of the Owner of the Shopping Center Tract, to make, at its own expense, any insignificant change, modification, or alteration in the portion of the Common Area located on such Owner's Tract subject to the following provisions:

3.4.1 the accessibility of such Common Area for pedestrian and vehicular traffic (as it relates to the other Tracts) is not unreasonably restricted or hindered;

3.4.2 the parking ratio and width requirements set forth in Paragraph 3.2 of this Declaration are met;

3.4.3 no change shall be made to the Service Drive or to the access points between the Common Area and the public streets;

3.4.4 no building, fence, or other barrier which would unreasonably prevent or obstruct parking, or the passage of vehicular or pedestrian travel for the purposes herein permitted, shall be erected or permitted within or across any parking area, roadway, driveway, entranceway, or sidewalk; provided, however, the foregoing provision shall not prohibit the installation of landscaping, berms or planters, nor of limited curbing and other forms of traffic controls; and

3.4.5 such modification or alteration shall comply with all applicable governmental laws, rules, and regulations.

3.5 Parking Area Relocation. Notwithstanding anything to the contrary contained herein, each Owner shall have the right at any time, and at its sole cost and expense, to relocate, alter, or change any parking areas on such Owner's Tract subject to the following provisions:

3.5.1 the Owner of such Tract pays all costs incurred in connection with such relocation, alteration, or change;

3.5.2 such relocation, alteration, or change is completed so as to minimize interference to the Owners and Occupants of the other Tracts and has the same intersecting point at any adjacent Tract;

3.5.3 such relocation complies with the provisions of Subparagraphs 3.4.1-3.4.5 of this Declaration;

3.5.4 the Owner(s) of the other affected Tracts have consented in writing to such relocation, alteration, or change, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE IV

COMMON AREA MAINTENANCE

4.1 Owners Obligation. Subject to express provisions of this Declaration to the contrary, each Owner, at its expense, shall maintain, or cause to be maintained in good order and in a sightly and safe condition, the portion of the Common Area which is constructed on its Tract. The minimum standard of maintenance for the Common Area on all the Tracts shall be comparable to the standard of maintenance followed in other first class retail developments of comparable size in the market area in which the Property is located, and in compliance with all applicable governmental laws, rules, and regulations. All Common Area improvements to the Tracts shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony and integrity of the Tracts as a whole.

4.2 Access Road and Drainage System. The Owner of the Shopping Center Tract shall cause the Access Road and the Drainage System to be maintained in accordance with the provisions set forth in the Mirror Lake Easement Agreement.

4.3 Reimbursement. Effective as of the date that a certificate of occupancy shall be issued for improvements on each Outparcel, the Owner of such Outparcel shall pay to the Owner of the Shopping Center Tract the sum of \$750.00 per year (which amount shall be prorated on a daily basis in the case of a partial calendar year within said period) to be applied toward the cost of (i) maintaining and repairing the Common Area on the Shopping Center Tract and (ii) the reimbursement obligations set forth in the Mirror Lake Easement. The annual amount shall be adjusted to adjusted "Constant Dollars" on January 1 of the sixth (6th) calendar year following the date of this Declaration, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month of the date of this Declaration, the "Current Index Number" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, all items, published by the Bureau of Labor Statistics of the United States Department of Labor (base year 1982-84 = 100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Owner of the Shopping Center Tract shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical

or publication of recognized authority most closely approximately the result which would have been achieved by the Index.

ARTICLE V

BUILDING IMPROVEMENTS

5.1 Location of Buildings. Unless otherwise consented to in writing by the Owner of the Shopping Center Tract, all buildings located on the Property shall be located only within the Building Areas designated on the Site Plan, and the Leasable Floor Area for buildings to be located on each Tract as designated on the Site Plan shall not be exceeded. To the extent not so designated on the Site Plan, the location of and Leasable Floor Area for buildings to be located on each Tract shall be subject to the prior written approval of the Owner of the Shopping Center Tract.

5.2 Architectural Approval. The Owner of the Shopping Center Tract has established an architectural theme for the exterior of all buildings, building signage, and other structures to be constructed, placed, or located within the Property. In order to ensure compliance with such theme, any Owner intending to build on a Tract shall submit to the Owner of the Shopping Center Tract architectural plans or drawings (the "Plans") depicting the exterior elements of the proposed building or structure including the kind, shape, height, materials and location of the proposed improvements and depicting the building signage for approval prior to the commencement of any construction. The Owner of the Shopping Center Tract shall have thirty (30) days after receipt of the Plans to review and approve or disapprove each submission of Plans and deliver written notice to the submitting Owner regarding such approval or disapproval, provided any disapproval shall set forth in detail the reasons for such disapproval. Upon the issuance of any disapproval or recommendation for change, the submitting Owner and the disapproving owner shall consult mutually to establish approved Plans for the proposed construction. If the architectural approval is not delivered to the submitting Owner during the thirty (30) day period by the Owner of the Shopping Center Tract, the Plans shall be deemed to be approved by such Owner. The Owner of the Shopping Center Tract shall not arbitrarily or unreasonably withhold approval of the Plans or recommend changes in the Plans which otherwise conform with the requirements hereof. Approval of the Plans by the Owner of the Shopping Center Tract shall not constitute assumption of responsibility for the accuracy, sufficiency, or propriety thereof, nor shall such approval constitute a representation or warranty that the Plans comply with applicable laws. Construction of any such buildings, building signage, and other structures shall not be commenced until the Plans shall have been approved in writing or deemed approved by the Owner of the Shopping Center Tract. No material deviation shall be made from the approved Plans.

5.3 Building Signage. No signage shall be placed on any building located on any Tract except as expressly permitted pursuant to this Paragraph 5.3. Any Occupant occupying less than 15,000 square feet of Leasable Floor Area on any Tract may have no more than one (1)

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identification sign placed on the exterior of the building or portion thereof which it occupies; provided, however, that if any such Occupant is located at the corner of a building, then such Occupant may have an identification sign on each side of such corner. An Occupant occupying at least 15,000 square feet of Leasable Floor Area on any Tract may have more than one identification sign placed on the exterior of the building it occupies. The Plans for any such signage otherwise permitted hereby must first be approved by the Owner of the Shopping Center Tract in accordance with Paragraph 5.2 of this Declaration, and no such signage shall:

- (i) be placed on canopy roofs extending above the building roof, placed on penthouse walls or placed so as to project above the parapet, canopy, or the top of the wall upon which it is mounted; or
- (ii) be placed at any angle to the building; provided, however, the foregoing shall not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk; or
- (iii) be painted on the surface of any building; or
- (iv) consist of flashing, moving, or audible signs, or signs employing exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers.

The provisions of this Paragraph 5.3 to the contrary notwithstanding, until the Publix Lease has terminated and is of no further force or effect, Publix shall have the right to place on such portions of the Publix Premises as it deems appropriate signs providing notice of the right of Publix to prohibit or limit solicitation, petition signing, distribution of literature, collection of money, giving of speeches, leafletting, picketing, carrying of signs, canvassing, demonstrations, or any similar activity within the Publix Paragraph 19.07 Area and Publix Premises and signs providing notice of civil and/or criminal sanctions associated with the removal of shopping carts from the Publix Premises or the Publix Paragraph 19.07 Area.

5.4 Construction. Construction activities on any Tract shall not:

- (i) cause any unreasonable increase in the cost of constructing improvements upon another Owner's Tract;
- (ii) unreasonably interfere with construction being performed on any other Tract;
- (iii) unreasonably interfere with the use, occupancy, or enjoyment of any other Tract by the Owner or Occupants of such other Tract; or

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- (iv) cause any building or building signage located on any other Tract to be in violation of any law, rule, regulation, order, or ordinance authorized by any city, county, state, federal government, or any department or agency thereof having jurisdiction over the Property.

5.5 Maintenance. After completion of construction of building improvements, including but not limited to building signage, on each Tract, each Owner, at its own expense, shall maintain and keep the building improvements, including but not limited to building signage, located on its Tract in first class condition and state of repair, in compliance with all laws, rules, and regulations of governmental authorities exercising jurisdiction thereover, and in compliance with the provisions of this Declaration. Each Owner of a Tract shall store all trash and garbage in adequate containers, shall locate such containers such that they are not readily visible from the parking area, and shall arrange for regular removal of such trash or garbage.

5.6 Damage or Destruction of Building Improvements. In the event any of the building improvements on a Tract, including but not limited to building signage, are damaged by fire or other casualty, the Owner upon whose Tract such building improvements, including but not limited to building signage, are located shall immediately remove the debris resulting from such event and, within a reasonable time thereafter, such Owner shall either:

- (i) repair or restore the building improvements, including but not limited to building signage, so damaged;
- (ii) erect other building improvements, including but not limited to building signage, in such location; or
- (iii) raze and remove the damaged portion of such building improvements and promptly restore the area to the same standards as the Common Area either as automobile parking and drive area or a landscaped condition (i.e. seeded and mowed), in which event the area shall be maintained in a manner consistent with the Common Area until a replacement building is erected.

Such Owner shall elect one of the foregoing options within sixty (60) days from the date of such casualty and, thereafter, promptly commence and diligently pursue completion of such option.

ARTICLE VI

OUTPARCEL IMPROVEMENTS

6.1 Outparcel Improvement. In addition to any other applicable provisions of this Declaration, unless otherwise consented to in writing by the Owner of the Shopping Center

Tract, the following requirements, limitations and restrictions shall be applicable to the Outparcels:

6.1.1 No more than one (1) building shall be constructed on any Outparcel and said building shall accommodate no more than one (1) business operation therein, provided that neither typical co-branding operations of the kind typically found in the State where the Property is located nor a retail shop space building containing not more than three (3) retail tenants nor more than 5,000 square feet of Leasable Floor Area shall be prohibited;

6.1.2 Any building or other structure erected on an Outparcel shall:

- (i) be no more than one (1) story in height;
- (ii) not exceed twenty-five (25) feet in height plus three (3) feet for architectural features;
- (iii) not exceed the Leasable Floor Area limitation set forth on the Site Plan, provided that the Leasable Floor Area limitation for Outparcel 1 and Outparcel 2 may be reallocated between said Outparcels so long as neither Outparcel shall contain more than 6,000 square feet of Leasable Floor Area and both Outparcels shall not exceed an aggregate of 10,000 square feet of Leasable Floor Area; and
- (iv) otherwise comply with all governmental rules, regulations, ordinances and laws;

6.1.3 The Leasable Floor Area of any building constructed on an Outparcel shall be further limited to the extent that the number and size of on-grade automobile parking spaces required by all applicable rules, regulations, ordinances and laws (without reduction in such number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances or laws by the governmental authority having jurisdiction thereof) can be constructed and maintained within the boundaries of such Outparcel; and

6.1.4 Each Outparcel may have no more than one (1) Outparcel Sign located thereon. All Outparcel Signs shall comply with all applicable rules, regulations, ordinances, and laws relative to such signage and shall not unreasonably interfere with visibility of the Shopping Center Signs or the Publix Premises from the adjoining roadways. Each Outparcel Sign shall be maintained, kept and repaired by the Owner of the Outparcel on which it is located in accordance with the provisions of Paragraphs 5.5 and 5.6 of this Declaration as if same constituted a building improvement.

ARTICLE VII

INGRESS AND EGRESS

7.1 Grant of Easement. Declarant hereby declares, establishes, creates, and grants for the benefit of, and as a burden upon, the Owner of each Tract the non-exclusive right, privilege, and easement over and across all roadways, driveways, entranceways and sidewalks from time to time located on the Common Area of any Tract for the purpose of providing pedestrian and vehicular access, ingress, and egress between said Tracts and between said Tracts and the publicly dedicated rights-of-way abutting said Tracts. The foregoing right, privilege, and easement shall not be construed to, and shall not, create any construction or other right, privilege or easement for the installation or construction of roadways, driveways, entranceways and sidewalks by any Owner on the Tract of another Owner. Anything contained herein to the contrary notwithstanding, until the Publix Lease has terminated and is of no further force or effect, the Publix Sidewalk Area and the Publix Service Area shall be for the exclusive use of Publix.

7.2 Relocation. Notwithstanding anything to the contrary contained herein, each Owner shall have the right at any time, and at its sole cost and expense, to relocate, alter, or change any roadway, driveway or entranceway, or sidewalk located on the Common Area of such Owner's Tract provided such relocation, alteration, or change complies with the provisions set forth in Paragraph 3.5.1-3.5.4 of this Declaration, without the prior written consent of the Owner of the Shopping Center Tract.

7.3 Avoidance of Prescription. Anything to the contrary contained in this Article 7 notwithstanding, the Owner of each Tract shall be entitled to interrupt or disturb the passage of vehicular and pedestrian access, ingress, and egress over and across all roadways, driveways, entranceways, and sidewalks from time to time located on that portion of the Common Area located on said Owner's Tract for a period not to exceed one (1) day in each calendar year for the purpose of preventing the creation of prescriptive rights, privileges or easements in and to such areas in favor of the public; provided, however, until the Publix Lease has terminated and is of no further force or effect, such interruption or disturbance shall occur on a day on which Publix is closed for business with respect to the Shopping Center Tract.

ARTICLE VIII

RESTRICTIVE COVENANTS8.1 Restrictions on Use.

8.1.1 Prohibited Uses. Without the prior written consent of the Owner of the Shopping Center Tract, no portion of any Tract shall be used for any of the following purposes: a dry cleaning plant, the cinema or theater, skating rink, bowling alley,

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discotheque, dance hall, nightclub, amusement gallery, pool room, health spa, gymnasium, martial arts school containing Leasable Floor Area in excess of 2,800 square feet, "adult" entertainment facility, massage parlor, adult book store, pinball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria, sale, rental, lease or repair of automobiles, trucks, other motorized vehicles or trailers or car wash provided that a single bay fully automated car wash incidental to a combination gas station and convenience store shall be permitted in the Outparcels. In addition, without the prior written consent of the Owner of the Shopping Center Tract, no premises (except the Publix Premises) located within 500 feet of the Publix Storeroom (which distance shall be measured from the demising wall of the Publix Storeroom nearest said other premises to the demising wall of said other premises nearest the Publix Storeroom) on any Tract shall be used for a day care center, or a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants/cocktail lounges being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Chili's, Hooters and T.G.I. Friday's. Notwithstanding the foregoing the following are permitted:

- (i) one (1) "concept" restaurant and/or cocktail lounge shall be permitted and must be located on Outparcel 1, (as the same may be reconfigured as provided in Subparagraph 6.1.2(iii)), provided that such restaurant shall not exceed 6,000 square feet in Leasable Floor Area and such Outparcel shall contain not less than ten (10) automobile parking spaces for each 1,000 square feet of Leasable Floor Area within such restaurant;
- (ii) subject to the preceding limitation on Outparcel 1, Outparcels 2, 3, and 4 may each contain a restaurant, other than a "concept" restaurant and/or cocktail lounge of a parking intensive nature, provided that no restaurant be developed on Outparcel 3 until restaurants shall have been developed on both Outparcel 1 and Outparcel 2; and
- (iii) a day care center may be located on Outparcel 4 so long as such day care center shall in no way impair the right of Publix to obtain and renew a license for retail sale from the Publix Premises of beer and wine for off premises consumption.

8.1.2 Exclusive Uses. Without the prior written consent of the Owner of the Shopping Center Tract, no portion of any Tract except the Publix Premises shall be used for the operation of a grocery supermarket, bakery, delicatessen, or fish market, the sale of drugs or other products which are required by law to be dispensed by a registered pharmacist, or to engage in retail sales of items of food for "off-premises" consumption.

8.1.3 Exceptions to Exclusive Uses. The provisions of Paragraph 8.1.2 of this Declaration to the contrary notwithstanding but subject to the provisions of Paragraph 8.1.1, the Tracts may be used for the operation of the following:

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- (i) sit down restaurants offering prepared ready-to-eat food items for consumption either on or off the premises;
- (ii) delicatessen or sandwich shop type restaurant (but not a bakeries) which offer take out service as an incidental part of their restaurants operations provided that at least seventy percent (70%) of the Leasable Floor Area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes (e.g. in a 1,000 square foot restaurant in which an aggregate of 300 square feet of Leasable Floor Area is devoted to kitchen and food preparation, the area utilized for seated dining purposes must be at least 490 square feet of Leasable Floor Area);
- (iii) health food stores or nutrition centers, provided that the Leasable Floor Area devoted to such health food store or nutrition center shall not exceed 1,600 square feet, ice cream parlors or frozen yogurt stores, franchise doughnut shops (equivalent to Dunkin' Donut or Krispy Kreme operations), candy stores, or pizza, Chinese, Mexican, or similar type pickup or delivery outlets;
- (iv) a combination gas station and convenience food store operation, provided that the Leasable Floor Area devoted to the sale of food and beverage products, excluding Leasable Floor Area devoted to displays within the checkout area and displays for chewing gum, candy and single serving snack products, shall not exceed 1,500 square feet; provided, however, the foregoing exception shall not permit a gas station/ convenience food store that is owned by, operated by or controlled by another grocery supermarket entity (other than Publix) or a general merchandise retailer that also operates grocery supermarkets (such as Wal-Mart), such entity's parent company or its subsidiaries or affiliates, and which gas station and convenience store operation is identified on the premises with such grocery supermarket name or the name under which such general merchandise retailer operates its grocery supermarkets within the State in which the Property is located;
- (v) video rental or sale stores (similar to Blockbuster Video) which may offer the sale of items normally sold by movie theaters (i.e., popcorn or candy) for consumption off the premises; and
- (vi) Fast food restaurant operations.

ARTICLE IX

GENERAL

9.1 Amendment. Subject to the provisions of Paragraph 2.5 of this Declaration, for so long as Declarant is the Owner of the Shopping Center Tract, the terms and provisions of this Declaration may be unilaterally abrogated, modified, rescinded, or amended, in whole or in part, by Declarant in a written instrument duly recorded with the Clerk of Superior Court of the Douglas County, Georgia provided, however, the written consent of the Owner of any Outparcel which will be subjected to use or development restrictions in addition to those already set forth in Articles 3, 5, 6 and/or 8 of this Declaration or, alternatively, to a reduction in the ingress and/or egress rights, privileges, and easements set forth in Article 7 of this Declaration shall be required, together with written consent of the holder of each and every first priority deed to secure debt covering such an Outparcel.

9.2 Enforcement. This Declaration may be enforced by any Owner by any action available at law or in equity, including, but not limited to injunctive relief and specific performance. In the event the Owner (the "Defaulting Owner") of an Outparcel defaults in the performance of any of its obligations pursuant to this Declaration and such default shall continue for a period of thirty (30) days after receipt of written notice of said default from any other Owner (the "Non-defaulting Owner"), the Non-defaulting Owner shall be entitled to cure such default, provided, (i) the Defaulting Owner is not then in the process of diligently attempting to cure the default, and (ii) no notice or opportunity to cure shall be required in the event the default creates an emergency or interferes with the use of the Non-defaulting Owner's property. Any and all expenses incurred by the Non-defaulting Owner in curing such default, together with fifteen percent (15%) per annum interest thereon shall be payable by the Defaulting Owner within thirty (30) days of written demand therefor by the Non-defaulting Owner to the Defaulting Owner. In the event of enforcement of this Declaration by any Owner, said Owner shall be entitled to recover, in addition to any other relief available to same hereunder or at law or in equity, attorneys' fees, court costs, and interest on any amounts advanced by said Owner to cure such violation, such interest to be calculated at the lesser of (i) a rate of interest equal to five percent (5%) above the then-current prevailing rate of interest in effect in the area in which the Property is located, or (ii) the highest rate permitted by the law of the State of Georgia.

9.3 Partial Invalidity. In the event any provision of this Declaration is determined to be illegal or legally unenforceable, such determination shall have no effect upon the remaining provisions hereof, and the remaining provisions hereof shall continue in full force and effect.

9.4 Notice.

9.4.1 Form and Delivery. Any notice or communication required or permitted hereunder shall be in writing and shall be sent either by: (i) personal delivery service

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with charges therefor billed to shipper; (ii) overnight delivery service with charges therefor billed to shipper; or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as set forth herein below, or at such other address as the appropriate party may have designated by ten (10) days' notice to the other parties given as provided above. Any notice or communication sent as hereinabove provided shall be deemed given or delivered: (i) upon receipt if personally delivered; (ii) upon delivery by any overnight delivery service; or (iii) if sent by United States Mail, on the date appearing on the return receipt therefor, or if there is no date on such return receipt, the receipt date shall be presumed to be the postmark date appearing on such return receipt. Any notice or communication to Declarant and/or to Publix required or permitted hereunder shall be addressed as follows:

If to Declarant:

Sofran Mirror Lake, L.P.
6160 Peachtree Dunwoody Road
Building C-100
Atlanta, Georgia 30328
ATTN: Frank E. Scott

With a copy to:

Scoggins & Goodman, P.C.
2800 Marquis One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303-1227
ATTN: Suzan E. Roth, Esq.

If to Publix:

Publix Super Markets, Inc.
1936 George Jenkins Boulevard
Lakeland, Florida 33815
ATTN: John Frazier, Vice President, Real Estate

With a copy to:

McClure & McClure, LLC
1708 Peachtree Street, N.W.
Suite 450
Atlanta, Georgia 30309
ATTN: Jay Y. McClure, Esq.

9.4.2 Entitlement to Notice. No Owner except Declarant shall be entitled to notice hereunder until such time as such Owner (i) records a notice of its designation as "Owner" of its Tract hereunder in the Cobb County, Georgia Records, and (ii) provides such notice to the other Owners and Publix in accordance with this Paragraph 9.4.

9.4.3 Notice to Lender. If a lender has sent a written notice to an Owner 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 Owner receives a written notice to the contrary from such lender, such Owner shall send to such lender copies of all notices which it sends to any other Owner pursuant to this Paragraph 9.4.

9.5 Indemnity. Each Owner (herein, individually, "Indemnitor") shall defend, indemnify, and hold harmless the other Owners from all claims, losses, actions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs) resulting from any construction, including liens, or any accident, injury, loss, or damage occurring to any person or to the property of any person arising out of or resulting from the Indemnitor's exercise of the rights, privileges, and easements granted herein (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of the indemnified Owner), or resulting from the Indemnitor's violation of any of the restrictions, covenants, and conditions established hereby.

9.6 Environmental Indemnification. Each Owner shall indemnify and hold harmless all other Owners from and against any and all costs, claims, suits, causes of action, losses or damages resulting from the presence or removal of Hazardous Materials stored, installed or deposited on or delivered to a Tract during the period of ownership thereof by the indemnifying Owner. No person or entity shall be liable for acts or claims arising from acts not occurring during the period such person or entity owned or owns the Tract to which such acts or claims relate. As used herein, the term "Hazardous Materials" means any material or substance that is toxic, ignitable, reactive or corrosive and that is regulated by the State of Georgia, the United States Government or any agency thereof including, without limitation, any and all materials defined as "Hazardous Waste", "Extremely Hazardous Waste", or "Hazardous Material" pursuant to state, federal or local government law, as amended from time to time. Each indemnifying Owner shall be responsible for all costs including, but not limited to, those resulting from monitoring, cleanup or compliance, incurred with respect to any Hazardous Materials stored, installed or deposited on or delivered to a Tract during the period of ownership thereof by the indemnifying Owner. The provisions of this Paragraph 9.6 shall be perpetual in duration.

9.7 Estoppels. At any time during the term of this Declaration, an Owner may request that each other Owner, or any of them, provide to such Owner, its mortgagee or grantee under a deed to secure debt, or prospective purchaser, within ten (10) days from such request, an estoppel letter or certificate stating that such Owner is in compliance with the provisions of this

Declaration, that all assessments have been paid and such other information as the requesting party shall reasonably request, and any exceptions thereto. In the event an Owner fails to respond to such request, the Owner of the Shopping Center Tract may provide such letter or certificate on behalf of such Owner and the information provided therein shall be deemed accurate and binding.

9.8 Time is of the Essence. Time is of the essence with respect to the performance of all duties and obligations set forth in this Declaration.

9.9 No Waiver. No delay or failure on the part of any Owner or (until the Publix Lease has terminated and is of no further force or effect) Publix in the enforcement of its rights, privileges or easements under this Declaration shall impair enforcement, or be construed as a waiver of any such right, privilege or easement, or constitute acquiescence by any Owner or (until the Publix Lease has terminated and is of no further force or effect) Publix to the breach or violation thereof. No waiver by an Owner or (until the Publix Lease has terminated and is of no further force or effect) Publix of any such right, privilege or easement shall be valid unless made in writing and signed by the Owner or (until the Publix Lease has terminated and is of no further force or effect) Publix, and then only to the extent expressly set forth therein.

9.10 No Merger. Declarant hereby acknowledges that as of the date hereof, Declarant owns all the Tracts, and that in the future the same person or entity may own more than one (1) Tract. Notwithstanding same, Declarant hereby declares that the restrictions, covenants, conditions, and easements set forth herein shall apply as if each Tract had a separate Owner and that there shall be no merger of same.

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed under seal by its duly authorized representative(s) as of the day and year first above written.

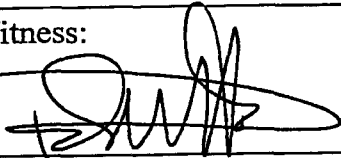
DECLARANT:

SOFRAN MIRROR LAKE, L.P., a Georgia
limited partnership

Signed, sealed and delivered on the
date shown in the presence of:



Witness:



Notary Public

By: The Sofran Corporation, a Delaware
corporation

By:


Norman Zayalkoff
Executive Vice President

(NOTARIAL SEAL)

My Commission Expires



(CORPORATE SEAL)



EXHIBIT "A"

BK PG

Legal Descriptions of Outparcels

1759 0321

(Page 1 of 4)

Outparcel 1:

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a 1/2 inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in a northwesterly direction along the northeasterly right-of-way line of Mirror Lake Parkway the following courses and distances: N 52°05'03" W a distance of 55.19 feet to a 1/2 inch rebar set at the northwesterly end of said miter; along the arc of a curve to the left an arc distance of 198.86 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 27°08'04" W a distance of 198.72 feet); along the arc of a curve to the left an arc distance of 78.02 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 32°24'56" W a distance of 78.01 feet); along the arc of a curve to the left an arc distance of 74.88 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 35°19'55" W a distance of 74.87 feet); N 36°45'36" W a distance of 147.37 feet to a 1/2 inch rebar set and the TRUE POINT OF BEGINNING; thence continuing along said northeasterly right-of-way line N 33°06'11" W a distance of 197.24 feet to a 1/2 inch rebar set; thence continuing along said northeasterly right-of-way line N 36°46'50" W a distance of 16.00 feet to a 1/2 inch rebar set; thence leaving said northeasterly right-of-way line and running N 53°08'54" E a distance of 216.00 feet to a 1/2 inch rebar set; thence running S 28°50'02" E a distance of 241.00 feet to a 1/2 inch rebar set; thence running S 60°40'49" W a distance of 197.00 feet to a 1/2 inch rebar set on the northeasterly right-of-way line of Mirror Lake Parkway and the TRUE POINT OF BEGINNING, said property containing 1.07 acres, more or less, and being shown as "Outparcel 1" on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, as revised.

EXHIBIT "A"

BK PG

Legal Descriptions of Outparcels

1759 0322

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Outparcel 2:

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a 1/2 inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in a northwesterly direction along the northeasterly right-of-way line of Mirror Lake Parkway the following courses and distances: N 52°05'03" W a distance of 55.19 feet to a 1/2 inch rebar set at the northwesterly end of said miter; along the arc of a curve to the left an arc distance of 198.86 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 27°08'04" W a distance of 198.72 feet); along the arc of a curve to the left an arc distance of 78.02 feet to a 1/2 inch rebar set and the TRUE POINT OF BEGINNING (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 32°24'56" W a distance of 78.01 feet); thence continuing along said northeasterly right-of-way line along the arc of a curve to the left an arc distance of 74.88 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 35°19'55" W a distance of 74.87 feet); thence continuing along said northeasterly right-of-way line N 36°45'36" W a distance of 147.37 feet to a 1/2 inch rebar set; thence leaving said northeasterly right-of-way line and running N 60°40'49" E a distance of 197.00 feet to a 1/2 inch rebar set; thence running S 28°50'02" E a distance of 20.00 feet to a 1/2 inch rebar set; thence running S 43°31'52" E a distance of 200.72 feet to a 1/2 inch rebar set; thence running S 56°29'47" W a distance of 120.59 feet to a 1/2 inch rebar set; thence running N 33°30'13" W a distance of 10.00 feet to a 1/2 inch rebar set; thence running S 56°29'47" W a distance of 98.45 feet to a 1/2 inch rebar set on the northeasterly right-of-way line of Mirror Lake Parkway and the TRUE POINT OF BEGINNING, said property containing 1.029 acres, more or less, and being shown as "Outparcel 2" on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, as revised.

EXHIBIT "A"

BK PG

Legal Descriptions of Outparcels

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Outparcel 3:

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a 1/2 inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in an easterly direction along the northerly right-of-way line of Conners Road N 85°37'31" E a distance of 100.77 feet to a 1/2 inch rebar set; thence continuing along said northerly right-of-way line N 86°04'47" E a distance of 121.14 feet to a 1/2 inch rebar set at the southeast corner of property now or formerly owned by West Georgia National Bank and the TRUE POINT OF BEGINNING; thence leaving said northerly right-of-way line and running along the easterly boundary line of said West Georgia National Bank property N 26°29'24" W a distance of 154.80 feet to a 1/2 inch rebar set; thence leaving said easterly boundary line and running N 85°50'08" E a distance of 291.84 feet to a 1/2 inch rebar set; thence running S 04°09'52" E a distance of 153.00 feet to a 1/2 inch rebar set on the northerly right-of-way line of Conners Road; thence running along said northerly right-of-way line the following courses and distances: S 85°50'08" W a distance of 198.08 feet to a 1/2 inch rebar set; N 03°55'04" W a distance of 9.65 feet to a 1/2 inch rebar set; S 86°04'47" W a distance of 35.00 feet to a 1/2 inch rebar set and the TRUE POINT OF BEGINNING, said property containing .907 acres, more or less, and being shown as "Outparcel 3" on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, as revised.

EXHIBIT "A"

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Legal Descriptions of Outparcels

1759 0324

(Page 4 of 4)

Outparcel 4:

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a 1/2 inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in an easterly direction along the northerly right-of-way line of Conners Road the following courses and distances: N 85°37'31" E a distance of 100.77 feet to a 1/2 inch rebar set; N 86°04'47" E a distance of 156.14 feet to a 1/2 inch rebar set; S 03°55'04" E a distance of 9.65 feet to a 1/2 inch rebar set; N 85°50'08" E a distance of 260.08 feet to a 1/2 inch rebar set; N 85°53'42" E a distance of 15.72 feet to a 1/2 inch rebar set and the TRUE POINT OF BEGINNING; thence leaving said northerly right-of-way line and running N 04°09'52" W a distance of 40.02 feet to a 1/2 inch rebar set; thence running S 85°50'08" W a distance of 27.72 feet to a 1/2 inch rebar set; thence running N 04°09'52" W a distance of 97.91 feet to a 1/2 inch rebar set; thence running N 33°57'15" E a distance of 19.18 feet to a 1/2 inch rebar set; thence running N 85°50'08" E a distance of 30.16 feet to a 1/2 inch rebar set; thence running N 70°59'10" E a distance of 331.54 feet to a 1/2 inch rebar set on the westerly boundary line of Beacon Village at Mirror Lake; thence running along said westerly boundary line S 24°42'31" E a distance of 117.00 feet to a 1/2 inch rebar set; thence continuing along said westerly boundary line S 04°06'18" E a distance of 128.81 feet to a 1/2 inch rebar set on the northerly right-of-way line of Conners Road; thence leaving said westerly boundary line of Beacon Village at Mirror Lake and running along said northerly right-of-way line S 85°53'42" W a distance of 375.68 feet to a 1/2 inch rebar set and the TRUE POINT OF BEGINNING, said property containing 1.732 acres, more or less, and being shown as "Outparcel 4" on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, as revised.

Legal Description of Shopping Center Tract 759 0325

(Page 1 of 2)

All that tract or parcel of land lying and being in Land Lot 175 of the 2nd District, 5th Section of Douglas County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, begin at a 1/2 inch rebar set at the southeasterly end of a miter formed by the intersection of the northerly right-of-way line of Conners Road (right-of-way varies) and the northeasterly right-of-way line of Mirror Lake Parkway (right-of-way varies); thence running in a northwesterly direction along the northeasterly right-of-way line of Mirror Lake Parkway the following courses and distances: N 52°05'03" W a distance of 55.19 feet to a 1/2 inch rebar set at the northwesterly end of said miter; along the arc of a curve to the left an arc distance of 198.86 feet to a 1/2 inch rebar set and the TRUE POINT OF BEGINNING (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 27°08'04" W a distance of 198.72 feet); thence continuing along said northeasterly right-of-way line along the arc of a curve to the left an arc distance of 78.02 feet to a 1/2 inch rebar set (said arc having a radius of 1502.00 feet and being subtended by a chord bearing N 32°24'56" W a distance of 78.01 feet); thence leaving said northeasterly right-of-way line and running N 56°29'47" E a distance of 98.45 feet to a 1/2 inch rebar set; thence running S 33°30'13" E a distance of 10.00 feet to a 1/2 inch rebar set; thence running N 56°29'47" E a distance of 120.59 feet to a 1/2 inch rebar set; thence running N 43°31'52" W a distance of 200.72 feet to a 1/2 inch rebar set; thence running N 28°50'02" W a distance of 261.00 feet to a 1/2 inch rebar set; thence running N 53°08'54" E a distance of 115.00 feet to a 1/2 inch rebar set; thence running S 82°51'54" E a distance of 458.00 feet to a 1/2 inch rebar set; thence running S 69°06'57" E a distance of 457.40 feet to a 1/2 inch rebar set on the westerly boundary line of Beacon Village at Mirror Lake; thence running along said westerly boundary line S 13°54'13" E a distance of 104.00 feet to a 1/2 inch rebar set; thence continuing along said westerly boundary line S 24°42'31" E a distance of 243.30 feet to a 1/2 inch rebar set; thence leaving said westerly boundary line of Beacon Village at Mirror Lake and running S 70°59'10" W a distance of 331.54 feet to a 1/2 inch rebar set; thence running S 85°50'08" W a distance of 30.16 feet to a 1/2 inch rebar set; thence running S 33°57'15" W a distance of 19.18 feet to a 1/2 inch rebar set; thence running S 04°09'52" E a distance of 97.91 feet to a 1/2 inch rebar set; thence running N 85°50'08" E a distance of 27.72 feet to a 1/2 inch rebar set; thence running S 04°09'52" E a distance of 40.02 feet to a 1/2 inch rebar set on the northerly right-of-way line of Conners Road; thence running along said northerly right-of-way line S 85°53'42" W a distance of 15.72 feet to a 1/2 inch rebar set; thence continuing along said northerly right-of-way line S 85°50'08" W a distance of 62.00 feet to a 1/2 inch rebar set; thence leaving said northerly right-of-way line and running N 04°09'52" W a distance of 153.00 feet to a 1/2 inch rebar set; thence running S 85°50'08" W a distance of 291.84 feet to a 1/2 inch rebar set on the easterly boundary line of property now or formerly owned by

EXHIBIT "B"

BK

PG

Legal Description of Shopping Center Tract | 759 0326

(Page 2 of 2)

West Georgia National Bank; thence running along said easterly boundary line N 26°29'24" W a distance of 218.66 feet to a 1/2 inch rebar set; thence leaving said easterly boundary line and running along the northerly boundary line of said West Georgia National Bank property the following courses and distances: S°56°29'47" W a distance of 194.00 feet to a 1/2 inch rebar set; S 33°30'13" E a distance of 12.00 feet to a 1/2 inch rebar set; S 56°29'47" W a distance of 40.52 feet to a 1/2 inch rebar set on the northeasterly right-of-way line of Mirror Lake Parkway and the TRUE POINT OF BEGINNING, said property containing 11.217 acres, more or less, and being shown as "Shopping Center Tract" on that certain survey entitled "Survey for Sofran Mirror Lake, L.P., Bank of America, N.A. and Lawyers Title Insurance Corporation", prepared by Turner Engineering and Land Surveying, bearing the seal and certification of John S. Turner, Georgia Registered Land Surveyor No. 2078, dated April 28, 2003, as revised.

SEE OUTPARCEL BUILDING SQUARE FOOTAGE AND HEIGHT RESTRICTIONS ON ATTACHED EXHIBIT "C-1"

PUBLIC PARAGRAPH 19.07 AREA

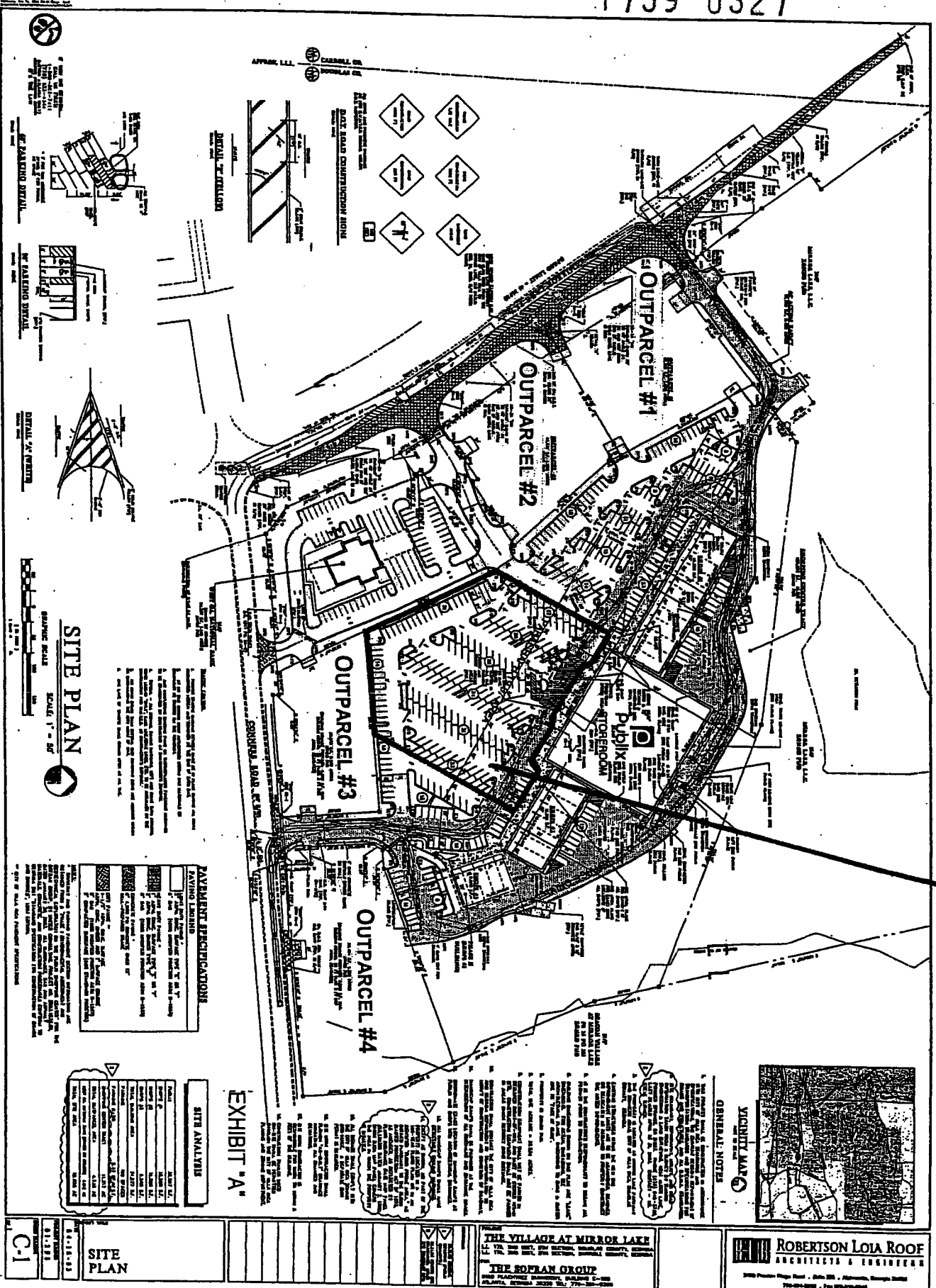


EXHIBIT "C-1"

Outparcel Height and Size RestrictionsOutparcel #1 and Outparcel #2:

Building Square Footage: The combined square footage of the buildings on Outlots 1 and 2 cannot exceed 10,000 square feet.

Building Height: 25 feet plus 3 feet for architectural features.

Outparcel #3:

Building Square Footage: 5,000 square feet maximum.

Building Height: 25 feet plus 3 feet for architectural features.

Outparcel #4:

Building Square Footage: 5,000 square feet maximum.

Building Height: 25 feet plus 3 feet for architectural features.

(1)



Doc ID: 000322850008 Type: GLR
Filed: 12/18/2003 at 11:53:00 AM
Fee Amt: Page 1 of 6
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 1886 pg 680-685

EXCEPTION 9
Schedule B - Part II
RTG#2-14163

pmj
AFTER RECORDING PLEASE RETURN TO:
Suzan E. Roth, Esq.
Scoggins & Goodman, P.C.
2800 Marquis One Tower
245 Peachtree Center Avenue, NE
Atlanta, Georgia 30303-1227

Cross Reference to Deed Book 1759,
Page 300, Office of the Clerk of the
Superior Court of Douglas County,
Georgia

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS (this "First Amendment"),
is made as of the 08 day of December, 2003, by SOFRAN MIRROR LAKE, L.P., a
Georgia limited partnership ("Declarant").

RECITALS:

WHEREAS, Declarant entered into that certain Declaration of Restrictions, Covenants and
Conditions and Grant of Easements, dated as of June 2, 2003, and recorded in Deed Book 1759, Page
300, Office of the Clerk of the Superior Court of Douglas County, Georgia (the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration as set forth herein; and

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The Site Plan attached to the Declaration as Exhibit "C" is deleted and the Site Plan
attached hereto as Exhibit "C" and incorporated herein is substituted therefor.
2. Whenever terms are used in this First Amendment but are not defined herein, such
terms shall have the same meaning as set forth in the Declaration.

Amendment to Declaration
Sofran Mirror Lake, L.P.
99437v2 019-30401

6

BK FG
1886 0681

3. Except as modified by this First Amendment, Declarant hereby reaffirms each and every provision, term, covenant, agreement and condition of the Declaration. In the event of any conflict between the terms of the Declaration and the terms of this First Amendment, the terms of this First Amendment shall control.

[Signatures Begin on Next Page]

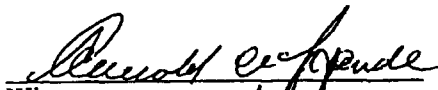
BK PG
1886 0682


IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

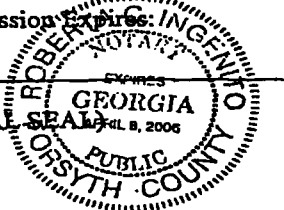
SOFRAN MIRROR LAKE, L.P., a Georgia limited
partnership

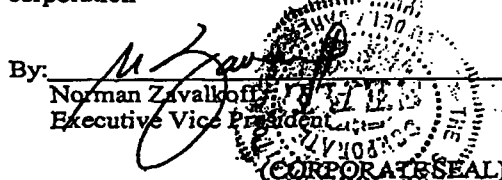
By: The Sofran Corporation, a Delaware
corporation




Witness


Notary Public

My Commission Expires: 
(NOTARIAL SEAL)

By: 

Norman Zavalkoff
Executive Vice President


BK PG
1886 0684

CONSENT OF BANK OF AMERICA, N.A.

The undersigned, being "Grantee" under that certain Deed to Secure Debt, Assignment and Security Agreement, dated June 2, 2003, and recorded in Deed Book 1759, Page 329, Office of the Clerk of Superior Court of Douglas County, Georgia, hereby consents to the foregoing First Amendment to Declaration of Restrictions, Covenants and Conditions and Grant of Easements this 8th day of December 2003.

Signed, sealed and delivered
in the presence of:

Ruth T. Rodriguez
Witness

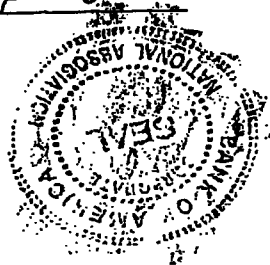
John C. Martin
Notary Public

Notary Public, Newton County, Georgia
My Commission Expires 06/30/2007

BANK OF AMERICA, N.A., a national
banking association

By: [Signature]
Name: Michael R. Lindy
Title: AVP

[BANK SEAL]



BK PG
1886 0685

CONSENT OF PUBLIX SUPER MARKETS, INC.

The undersigned, being "Tenant" under that certain Lease Agreement evidenced by that certain Memorandum of Lease, dated May 23, 2003, and recorded in Deed Book 1759, Page 286, Office of the Clerk of Superior Court of Douglas County, Georgia, hereby consents to the foregoing First Amendment to Declaration of Restrictions, Covenants and Conditions and Grant of Easements this 27 day of December, 2003.

Signed, sealed and delivered
in the presence of:

PUBLIX SUPER MARKETS, INC., a Florida
corporation

Debbie Walker
Witness
Brandy Hutchinson
Notary Public

By: John Easier
Name: Vice President
Title: Real Estate

My Commission Expires:
02/24/2006

(NOTARIAL SEAL)



Brandy Hutchinson,
MY COMMISSION # DD094948 EXPIRES
February 24, 2006
FONDA FUND FIDELITY FIDELITY FIDELITY, INC.

Kacie Compton
Witness
Brandy Hutchinson
Notary Public

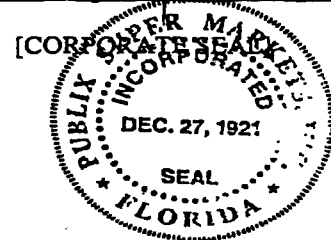
Attest: John A. Attorney, Jr.
Name: John A. Attorney, Jr.
Title: Secretary

My Commission Expires:
02/24/2006

(NOTARIAL SEAL)



Brandy Hutchinson,
MY COMMISSION # DD094948 EXPIRES
February 24, 2006
FONDA FUND FIDELITY FIDELITY FIDELITY, INC.



Doc ID: 001085080005 Type: GLR
Filed: 08/23/2005 at 04:35:00 PM
Fee Amt: Page 1 of 5
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2209 PG 922-926

7

EXCEPTION 9
Schedule B - Part II
RTG#2-14163

RETURN TO:
Scoggins + Goodman, PC
245 Peachtree Center Avenue NE
Suite 2800
Atlanta, Ga. 30303

AFTER RECORDING PLEASE RETURN TO:

Cross Reference to Deed Book 1759,
Page 300, Office of the Clerk of the
Superior Court of Douglas County,
Georgia and Deed Book 1886, Page
680, aforesaid records.

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS**

**THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS AND GRANT OF EASEMENTS** (this "Second
Amendment"), is made as of the 7th day of May, 2005, by **VILLAGE
MIRROR, LLC**, a Georgia limited liability company and **VILLAGE MIRROR RAVENAL,
LLC**, a Delaware limited liability company (collectively, "Declarant").

RECITALS:

WHEREAS, Sofran Mirror Lake, L.P., predecessor in interest to the Shopping Center
Tract to Declarant, entered into that certain Declaration of Restrictions, Covenants and
Conditions and Grant of Easements, dated as of June 2, 2003, and recorded in Deed Book 1759,
Page 300, Office of the Clerk of the Superior Court of Douglas County, Georgia, as amended by
First Amendment to Declaration of Restrictions, Covenants and Conditions and Grant of
Easements, recorded in Deed Book 1886, Page 680, aforesaid records (collectively, the
"Declaration"); and

WHEREAS, Declarant desires to amend the Declaration as set forth herein; and

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

5

BK PG
2209 0923

1. Section 6.1.1, is amended by deleting the phrase "5,000 square feet of Leasable Floor Area" on the fifth line and substituting therefor the phrase "7,500 square feet of Leasable Floor Area."
2. Section 6.1.2, subsection (iii), is amended by deleting the phrase "6,000 square feet of Leasable Floor Area" on the fifth line and substituting therefor the phrase "7,500 square feet of Leasable Floor Area."
3. Exhibit "C-1" is amended by deleting the phrase "5,000 square feet maximum" following the description "Building Square Footage" under Outparcel #3 and substituting therefor the phrase "7,500 square feet maximum."
4. Whenever terms are used in this Second Amendment but are not defined herein, such terms shall have the same meaning as set forth in the Declaration.
5. Except as modified by this Second Amendment, Declarant hereby reaffirms each and every provision, term, covenant, agreement and condition of the Declaration. In the event of any conflict between the terms of the Declaration and the terms of this Second Amendment, the terms of this Second Amendment shall control.

[Signatures Begin on Next Page]

BK PG
2209 0924

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

VILLAGE MIRROR, LLC, a Georgia
limited liability company (SEAL)

[Signature]
Witness

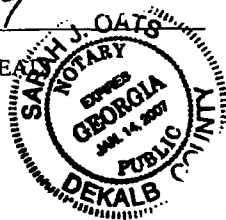
By: [Signature]
Name: Kevin W. Orits
Title: Principal Agent

[Signature]
Notary Public

My Commission Expires:

1-14-07

(NOTARIAL SEAL)



[Signatures Continue on Next Page]

BK PG
2209 0925

Signed, sealed and delivered
in the presence of:

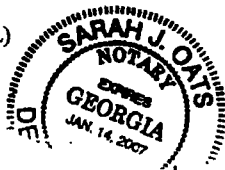
[Signature]
Witness

[Signature]
Notary Public

My Commission Expires:

1-14-07

(NOTARIAL SEAL)



VILLAGE MIRROR RAVENAL, LLC, a Delaware
limited liability company (SEAL)

By: [Signature]
Name: Kevin W. Oats
Title: Principal/Agent

BK PG
2209 0926

CONSENT OF PUBLIX SUPER MARKETS, INC.

The undersigned, being "Tenant" under that certain Lease Agreement evidenced by that certain Memorandum of Lease, dated May 23, 2003, and recorded in Deed Book 1759, Page 286, Office of the Clerk of Superior Court of Douglas County, Georgia, as amended by First Amendment to Memorandum of Lease, dated December 8, 2003, and recorded in Deed Book 1886, Page 693, aforesaid records, as further amended by Second Amendment to Memorandum of Lease, dated June 16, 2005, and recorded or to be recorded in the aforesaid records, hereby consents to the foregoing Second Amendment to Declaration of Restrictions, Covenants and Conditions and Grant of Easements this 4th day of August, 2005.

Signed, sealed and delivered
in my presence this 4th day
of August, 2005.

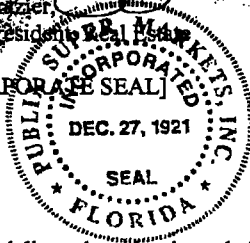
Wicki Brekke
Witness WICKI BREKKE

PUBLIX SUPER MARKETS, INC., a
Florida corporation

By: John Frazier

John Frazier
Vice President of Real Estate

[CORPORATE SEAL]



STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 4th day of August, 2005, by JOHN FRAZIER, Vice President of Real Estate of PUBLIX SUPER MARKETS, INC., a Florida corporation, on behalf of said corporation. He is personally known to me.

Christy Leahy
Notary Public

My Commission Expires:



Christy Leahy
Commission # 00325033
Expires June 1, 2008
Bonded Title Plan Insurance, Inc. 800-365-7012