

-----[SPACE ABOVE RESERVED FOR RECORDING DATA]-----

Return to: Weissman, Nowack, Curry & Wilco, P.C.

One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attention: George E. Nowack, Jr.

STATE OF GEORGIA
COUNTY OF COBB

Index in Grantor Index Under Owner's Name(s): _____

Cross Reference to: Deed Book 2559 Page _____

EASEMENT AND MAINTENANCE COVENANT

THIS EASEMENT AND MAINTENANCE COVENANT ("Agreement") is made this ____ day of _____, 201__, by and between _____, on behalf of himself/herself/themselves and his/her/their successors-in-title and assigns ("Owner(s)"); and **HILLSDALE I CONDOMINIUM ASSOCIATION, INC.**, on behalf of itself, its successors and members ("Association");

WITNESSETH

WHEREAS, Owner(s) is/are the record owner(s) of _____, Atlanta, Georgia 30080 ("Unit"), located at Hillsdale I Condominium, as described in the Declaration of Condominium for Hillsdale I Condominium, recorded in Deed Book 2559, Page 43, et seq., Cobb County, Georgia Records, ("Declaration"); and

WHEREAS, Article V, Section 4 of the By-Laws of Hillsdale I Condominium Association, Inc., recorded in Deed Book 2559, Page 77, et seq., Cobb County, Georgia Records ("By-Laws"), provides that no owner, occupant, lessee or lessor, or any other person make any exterior change, alteration, or construction, nor erect, place, or post any sign, object, light, or thing on the exterior of the buildings or any other common elements without first obtaining the written approval of the Board of Directors or its delegate.

WHEREAS, Owner has proposed a certain architectural change described herein, and has obtained the written approval of the Board of Directors to permit the requested architectural change on the condition that Owner agrees for himself/herself/themselves, and his/her/their heirs, successors, and assigns, to maintain the improvement as provided herein, and on the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the recitals contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. The Association does hereby approve the construction of a porch/patio enclosure, (the "Improvement"), in accordance with plans approved by the Association and attached hereto as Exhibit "A" and, pursuant to O.C.G.A. Section 44-3-106, does hereby grant and convey an easement appurtenant to the Unit to provide for the construction, erection, and existence of said improvement.

2. Owner does hereby covenant and agree for himself, his successors, heirs, and assigns to be responsible for the maintenance, repair, and upkeep of the Improvement, all areas enclosed thereby, and all glass surfaces, and to assume all responsibility for any damages to person, property, or otherwise which may result from the construction, erection or existence of such improvement and to hold harmless the Association and all other person from any such claim or claims. If owner fails to maintain in accordance with this provision, the Association shall have all the rights and remedies to enforce the provisions hereof that it has under the Declaration for the failure of an owner to maintain the areas that are the owner's responsibility under the Declaration.

3. Owner covenants and agrees that any window treatment on the glass surface of the Improvement shall be white or off-white in color and shall not consist of any reflective material. If Owner violates this provision, the Association shall have all the rights and remedies to enforce compliance herewith that it has under the Declaration to enforce compliance with the Declaration.

4. Owner agrees that once work in connection with the Improvement is commenced, work must be completed within thirty (30) days and must include any necessary restoration of the building exterior and grounds. In the event that the Improvement is not completed within thirty (30) days or does not conform in all material respects to the plans and specifications, Owner agrees to pay any cost of modification and/or completion of the Improvement incurred by the Association or its agent(s) including cost of restoration and cleanup. "Costs" shall be the actual costs of incurred by the Association, plus twenty-five (25%) for overhead and administration to the Association.

5. The Owner of the Unit shall specifically recite and declare in any deed or other instrument of conveyance that the easement and covenant contained herein shall run with the land and be binding on all parties claiming under said deed or other instrument of conveyance. By the existence of this Covenant, any conveyance of the Unit shall be deemed to include the recitations and declaration required by this paragraph, whether or not the instrument of conveyance specifically makes reference hereto. By the acceptance of a conveyance of the Unit, any and all successors in title to the Owner agree to the contents hereof.

IN WITNESS WHEREOF, the parties named in this Easement and Maintenance Covenant hereby set their hands and seals to this document the day and year written above.

Signed, sealed, and delivered this _____ day of _____, 201__, in the presence of:

Witness

Notary Public
[Notary Seal]

Signed, sealed, and delivered this _____ day of _____, 201__, in the presence of:

Witness

Notary Public
[Notary Seal]

UNIT OWNER(S):

Signature
Printed Name: _____

Signature of Co-Owner
Printed Name: _____

HILLSDALE I CONDOMINIUM ASSOCIATION, INC.

By: _____ (Seal)
President

Attest: _____ (Seal)
Secretary

[Corporate Seal]