



City of Holly Springs

Date: Monday, July 17, 2023

Location: 3235 Holly Springs Pkwy

City Council Work Session Agenda 6:30 p.m., Council Chambers

I. CALL TO ORDER

II. PUBLIC COMMENTS

III. OLD BUSINESS

- A. Discuss MA-08-2023; applicant, Terri S. Norton, requests rezoning of 3.31 +/- acres located off of Twin Lakes Drive, Holly Springs, GA, tax parcel 458 of tax plat 15N20, from R-80, Estate Residential (County), to R- 40, Single Family Residential Estate, and PDR, Planned Development Residential (City)

Presented By: Nancy Moon, Community Development Director

- B. Discuss MA-10-2023; applicant, the City of Holly Springs, requests rezoning of 0.2 +/- acres located off of Foxhollow Trail, Holly Springs, GA, tax parcel 095A of tax plat 15N20A from PDR, Planned Development Residential (City) to R-40, Single Family Residential Estate (City)

Presented By: Nancy Moon, Community Development Director

IV. NEW BUSINESS

- A. Discuss an ordinance to amend Chapter 66 – Streets, Sidewalks and Other Public Places of the Official Code of the City of Holly Springs, Georgia to create Article VI – Utility Accommodations

Presented By: Robert H. Logan, City Manager

- B. Discuss the adoption of a resolution for an amendment to the Municipal Master Fee Schedule

Presented By: Robert H. Logan, City Manager

- C. Discuss the declaration of covenants, conditions, restrictions and easements for COHSTC Town Homes East
Presented By: Robert H. Logan, City Manager

V. ADJOURNMENT

**City Council Business Meeting
Agenda
7:00 p.m., Council Chambers**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

“Veterans of U.S. military services may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007.”

III. INVOCATION

IV. SPECIAL PRESENTATIONS

Employee Recognitions – One Year of Service

James Hood

Marc Hutchins

Tyler Gragg

Employee Recognition – Ten Years of Service

Michael Sheehan

Employee Recognition – Twenty Years of Service

Ron Carter

Yard of the Month – Mr. Robert Cathers & Dane Cozens

V. CONSENT AGENDA

- A. June 5, 2023 Council Work Session and Special Called Meeting Minutes
- B. June 19, 2023 Council Work Session and Council Business Meeting Minutes
- C. ORD-04-2023, proposed text amendment to the Holly Springs Zoning Ordinance, Article 2: Interpretations and Definitions to add definitions and Article 5: District Uses and Regulations to amend permitted uses and conditional uses

- D. Pro-rated quote number 78 and quote number 79 for/and the SaaS Services and Subscription Software Agreement between Acta Solutions, Inc. and the City of Holly Springs, Georgia for a seventeen-month term in an amount not to exceed \$6,800
- E. Title VI Nondiscrimination Agreement between the Georgia Department of Transportation and the City of Holly Springs, Georgia
- F. Vertical Earth change order #10 for the Town Center Project in an amount not to exceed \$8,050
- G. Vertical Earth change order #11 for the Town Center Project in an amount not to exceed \$6,485
- H. Douglas Outdoors, LLC Quote #3 for Harmony on the Lakes Sidewalk Repair in an amount not to exceed \$27,605
- I. Douglas Outdoors, LLC Quote #4 for Harmony on the Lakes Sidewalk Repair in an amount not to exceed \$22,855
- J. Twin Oaks Landscape Group, Inc Maintenance Proposal #23370 in an amount not to exceed \$12,120

VI. OLD BUSINESS

- A. Approve/deny A-05-2023; applicant, Terri S. Norton, requests annexation of 3.31 +/- acres located off of Twin Lakes Drive, Cherokee County, GA, tax parcel 458 of tax plat 15N20
- B. Approve/deny MA-08-2023; applicant, Terri S. Norton, requests rezoning of 3.11 +/- acres located off of Twin Lakes Drive, Holly Springs, GA, tax parcel 458 of tax plat 15N20, shown as Tract A on site plan submitted and labeled, "Lot Survey Prepared for & Authorized by Terri Norton," from R-80, Estate Residential (County), to R-40, Single Family Residential Estate(City) and PDR, Planned Development Residential (City) and 0.20+/- acres, shown as Tract B on site plan submitted and labeled, "Lot Survey Prepared for & Authorized by Terri Norton," from R-80, Estate Residential (County) to PDR, Planned Development Residential (City)
- C. Approve/deny MA-10-2023; applicant, the City of Holly Springs, requests rezoning of 0.2 +/- acres located off of Foxhollow Trail, Holly Springs, GA, tax parcel 095A (part) of tax plat 15N20A, shown as Tract C on site plan submitted and labeled, "Lot Survey Prepared for & Authorized by Terri Norton, from PDR, Planned Development Residential (City), to R-40, Single Family Residential Estate (City)
- D. Approve/deny A-06-2023; applicant, the City of Holly Springs, requests annexation of 9.98 +/- acres located off of Stringer Road, Cherokee County, GA, tax parcels 017, 017A, and 017C of tax plat 15N26

- E. Approve/deny MA-09-2023; applicant, the City of Holly Springs, requests rezoning of 9.98 +/- acres located off of Stringer Road, Holly Springs, GA, tax parcels 017, 017A, and 017C of tax plat 15N26, from AG, Agricultural (County), to GV, Governmental (City)
- F. Approve/deny D-02-2023, applicant, Morgan White, requests deannexation of 0.144 +/- acres located in Harmony on the Lakes Subdivision, a portion of 334 Peninsula Pointe, as specifically described as “Tract A” on the Minor Plat for Hensley West & Patricia West, Holly Springs, GA, tax parcel 091 of tax plat 15N19C
- G. Approve/deny Tindall Contract RFB #2023-01, and the addendum dated June 27, 2023 among the City of Holly Springs, Georgia the Downtown Development Authority of Holly Springs and Tindall Corporation, GA Division for the Town Center Pre-Cast Parking Deck project and to ratify the signature of the Mayor

VII. NEW BUSINESS

- A. Approve/deny an ordinance to amend Chapter 66 – Streets, Sidewalks and Other Public Places of the Official Code of the City of Holly Springs, Georgia to create Article VI – Utility Accommodations
- B. Approve/deny the adoption of a resolution for an amendment to the Municipal Master Fee Schedule
- C. Approve/deny the declaration of covenants, conditions, restrictions and easements for COHSTC Town Homes East and to ratify the signature of the Mayor

VIII. REPORTS

IX. ADJOURNMENT

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 3.31+/- acres, identified as tax parcel 458 of tax plat 15N20, Land Lot 265 of the 15th District of Cherokee County, from R-80, Estate Residential (County) to R-40, Single Family Residential Estate (City) and PDR, Planned Development Residential (City); and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Terri S. Norton, requesting rezoning in the City of Holly Springs, Georgia, concerning 3.31+/- acres, identified as tax parcel 458 of tax plat 15N20, Land Lot 265 of the 15th District of Cherokee County, from R-80, Estate Residential (County) to R-40, Single Family Residential Estate (City) and PDR, Planned Development Residential (City); and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for rezoning in the City of Holly Springs, concerning 3.31+/- acres, identified as tax parcel 458 of tax plat 15N20, Land Lot 265 of the 15th District of Cherokee County, Tract A (3.11+/- acres), as shown on site plan submitted and labeled, "Lot Survey Prepared for & Authorized by Terri Norton," (Exhibit A) is hereby rezoned from R-80, Estate Residential (County) to R-40, Single Family Residential Estate (City) and Tract B (0.20+/- acres), as shown on site plan submitted and labeled, "Lot Survey Prepared for & Authorized by Terri Norton," (Exhibit A) is hereby rezoned from R-80, Estate Residential (County) to PDR, Planned Development Residential (City); and

Section 2

This ordinance shall become effective August 1, 2023, upon approval by Mayor and City Council.

Section 3

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 2 above, whether or not they have been physically made and represented.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted the 17th day of July, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

I HEREBY CERTIFY THAT I AM THE OWNER(S) OF THE PROPERTY HEREON, WHICH IS LOCATED IN WITHIN THE JURISDICTION OF CHEROKEE COUNTY, GA.

TERRI NORTON DATED

- (A) 25' UNDISTURBED STATE STREAMBANK BUFFER
- (B) 50' UNDISTURBED COUNTY STREAM BANK BUFFER
- (C) 75' IMPERVIOUS SURFACE BUFFER

All driveways will be required to obtain a driveway permit from the Cherokee County Engineering Department. Property owner will be responsible for making sure all driveways meet Cherokee County standards.

Tracts A and B make up the entirety of Parcel 548 of Tax Plat 15N20. This parcel is requested to be annexed. Tract C is owned by the City and is currently within the City limits. Once annexation is complete, the applicant will gain ownership of Tract C and the City will take ownership of Tract B. Tract C will be rezoned from PDR to R-40 and Tract B will be rezoned from R-80(county) to PDR. Tract A will be rezoned from R-80(county) to R-40.

NOTES:

- 1) THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY PRIVATE AND PUBLIC.
- 2) UNDERGROUND UTILITIES AND/OR STRUCTURES, IF ANY, MAY NOT BE SHOWN.
- 3) IF ACTIVE STREAMS ARE PRESENT, THEY SHALL HAVE 25' UNDISTURBED STATE STREAM BANK BUFFER, ALL STREAMS SHALL HAVE 50' UNDISTURBED COUNTY STREAM BANK BUFFER & 75' IMPERVIOUS SURFACE BUFFER FROM TOP OF STREAM BANK.
- 4) A UNITED STATES ARMY CORPS OF ENGINEERS PRECONSTRUCTION NOTIFICATION AND EROSION PERMIT IS REQUIRED FOR ANY FUTURE PIPED STREAM CROSSINGS IN STATES WATERS.
- 5) A GEORGIA REGISTERED DESIGN PROFESSIONAL SHALL DESIGN AND PERMIT ALL FUTURE STORM DRAINAGE ON THESE PROPERTIES.
- 6) DEVELOPMENT THAT WILL RESULT IN LAND DISTURBANCE EQUAL TO OR GREATER THAN ONE (1) ACRE REQUIRES COVERAGE UNDER THE APPLICABLE NPDES GENERAL PERMIT. THE REQUIREMENTS FOR COVERAGE INCLUDE, BUT ARE NOT LIMITED TO, A GEORGIA LICENSED DESIGN PROFESSIONAL PREPARING PROFESSIONAL PREPARING 3 PHASE EROSION CONTROL PLANS FOR ALL INTENDED DISTURBANCE ASSOCIATED WITH YOUR PROJECT, AND OBTAINING APPROVAL FROM CHEROKEE COUNTY AS THE LOCAL ISSUING AUTHORITY.
- 7) REFERENCE: PLAT OF A SURVEY FOR: TERRI NORTON, BY: DAVIS ENGINEERING & SURVEYING, DATED: SEPTEMBER 19, 2012.
- 8) REFERENCE: PLAT BOOK 14 PAGE 17.
- 9) REFERENCE: PLAT BOOK 19 PG. 76.
- 10) REFERENCE: PLAT 19 PAGE 77.
- 11) REFERENCE: PLAT BOOK 68 PAGE 47.
- 12) REFERENCE: DEED BOOK 13034 PAGE 45.

FIELD BOOK 122, PAGE 49, FILE R3379.

LEGEND:

- 1) I.P.S. - IRON PIN SET (#4 R.)
- 2) I.P.F. - IRON PIN FOUND
- 3) L.L.L. - LAND LOT LINE
- 4) R/W - RIGHT OF WAY
- 5) E - PROPERTY LINE
- 6) C - CENTER LINE
- 7) R - REINFORCING BAR
- 8) P.P. - POWER &(OR) PHONE POLE
- 9) N.P.F. - NOW OR FORMERLY
- 10) ---X--- FENCE (APPROX. LOC.)
- 11) ---A--- OVERHEAD UTILITY LINE
- 12) B.L. - BUILDING LINE
- 13) D.E. - DRAINAGE EASEMENT
- 14) (XXX) - STREET ADDRESS

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,842 FEET AND AN ANGULAR ERROR OF 2.4" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPOUND RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 52,438 FEET.

EQUIPMENT USED FOR MEASUREMENTS: IX SERIES ROBOTIC TOTAL STATION

FIELD WORK BY: D.M. & S.B.
DRAWN BY: ANDREA HILLHOUSE
CHECKED BY: DAVID E. MITCHELL

Fire Marshal's Office Plan Review Comments:

According to our County GIS map, it does not appear there is a fire hydrant within 1000 feet of all points of the buildable area.

Fire Marshal's Office Recommendation: The Cherokee County Fire Marshal's Office has recommended that a fire hydrant be installed. Should you follow the recommendation of the Cherokee County Fire Marshal's and choose to install a fire hydrant, the location should be reviewed of the Cherokee County Fire Marshal's by after the utility approves the location of the installation.

Dear Developer/Owner,

The Cherokee County Fire Marshal's Office has reviewed your request to sub-divide the referenced property. We are providing comment(s) and information for you to consider. When you review the comments below please keep in mind the Insurance Services Organization (ISO) rating of our fire department in Cherokee County, ISO rated Cherokee County Fire & Emergency Services as a 2/2Y class fire department. The rating scale is from 1 as being the best and 10 as being no fire protection provided. The classification of 2Y within our rating is designated for those properties that are not within 1000 feet of a fire hydrant. The rating of a 2Y can and will likely cause an increased homeowner's insurance premium. There have been cases where the 2Y rating has caused a homeowner's insurance premium to rise to triple their previous amount. Again, this is due to no fire hydrant within 1000 feet of the residence.

Fire Hydrant (If Recommended)
In order to ensure the lowest insurance premium rates and an adequate water supply for firefighting purposes we are recommending you provide a fire hydrant(s) installed in a location so that once homes are built on the property there will be a fire hydrant within 1000 feet of any and all homes within this parcel of land. You will need to contact the water authority which provides the water services for more information and requirements for the installation of any additional water lines and all fire hydrant installation requirements. Once the water line and fire hydrant are approved and installed please contact our office so we can update our records and maps for the property as needed. If the water authority rejects your request or if you choose not to add additional water lines or fire hydrants please advise our office so we can update our records and maps for the property as needed.

Fire Department Vehicle Access (If Recommended)
Fire department access to properties is paramount in our ability to access properties for a more effective firefighting strategy. Fire department access roads should be 20 feet wide, less than a 10% grade and be of an all-weather/all-season surface capable of supporting 75,000 pounds. If the public/private access drive is longer than 150 feet it will need to have an approved turnaround at the end.

TWIN LAKES DRIVE
(AKA CLAYTON LANE)
50' R/W

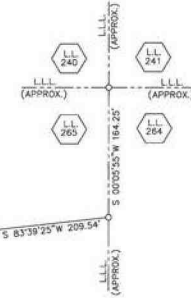
N/F
WILLIAM A. KATHY
(DEED BOOK 13580 PAGE 211)
(PLAT BOOK 28 PAGE 192)

TRACT A
(4.36)

TRACT B

TRACT C

N/F
CITY OF HOLLY SPRINGS
(DEED BOOK 10371 PAGE 445)
(PLAT BOOK 68 PAGE 144)



TRAVERSE TABLE

Course	Bearing	Distance
1	S 57°36'40" W	4.73'
2	S 88°56'55" W	21.81'
3	S 86°48'55" W	8.92'
4	S 42°50'50" W	10.82'
5	S 64°22'45" W	10.03'
6	S 47°44'50" W	20.05'
7	S 25°13'30" W	10.63'
8	S 52°00'55" W	16.18'
9	S 46°18'55" W	32.62'
10	S 55°29'00" W	22.92'
11	S 19°54'35" W	26.55'
12	S 47°14'10" W	7.39'
13	S 01°11'40" E	15.20'
14	S 34°42'10" E	20.65'
15	S 32°38'55" W	33.44'
16	S 23°09'35" W	19.81'
17	S 35°47'15" W	15.58'
18	S 13°27'00" W	16.03'
19	S 57°45'40" W	7.00'
20	S 29°47'45" W	16.02'
21	S 17°26'50" E	9.02'
22	S 53°02'10" W	9.98'
23	S 72°42'20" W	5.09'
24	S 38°50'55" W	15.21'
25	S 46°14'50" W	87.75'
26	S 47°27'50" W	43.25'
27	S 67°48'25" W	33.97'
28	S 24°07'20" W	35.18'
29	S 17°55'20" W	19.97'
30	S 12°28'15" E	20.99'
31	N 52°07'05" E	14.50'
32	N 28°21'50" E	24.80'
33	N 33°48'20" E	36.71'
34	N 31°49'20" E	56.51'
35	N 12°07'25" E	36.44'
36	N 47°22'00" E	38.54'
37	N 17°24'20" E	18.56'
38	N 20°29'30" E	58.55'

AREA	
TRACT A = 3.11 ACRES	
TRACT B = 0.20 ACRES	
TRACT C = 0.20 ACRES	
TOTAL AREA = 3.51 ACRES	

"ALL MATTERS OF TITLE ARE EXCEPTED"

Prior to any building, erosion, or development permits being issued on these properties, a lot grading and erosion control plan, prepared by a Georgia Soil and Water Conservation Commission (SWC) Level II certified Design Professional, shall be submitted and approved by Cherokee County Engineering Department.

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



DAVID E. MITCHELL, R.L.S. 2665

DATED

IN OUR OPINION AND AS INDICATED BY A VISUAL ONLY INSPECTION OF F.I.R.M. MAP NO. 13057C0261E, DATED 06-07-2019, THIS PROPERTY APPEARS TO BE IN A ZONE "X" SPECIAL FLOOD HAZARD AREA. IN DETERMINING THIS OPINION, NO FIELD INSPECTION OR ELEVATION VERIFICATION HAS BEEN PERFORMED. A MORE DETAILED EVALUATION MAY BE NEEDED.

LOT LINE ADJUSTMENT

LOT SURVEY PREPARED FOR & AUTHORIZED BY:

TERRI NORTON

LOCATED IN LAND LOT(S): 265
DISTRICT - 15, SECTION - 2
CHEROKEE COUNTY, GEORGIA
CITY OF HOLLY SPRINGS

FIELD WORK: APRIL 4, 2022
PLAT PREPARED: APRIL 7, 2022
SCALE: 1" = 50'

BY: WHOLE LAND SURVEYING, P.C.
P.O. BOX 1280
HOLLY SPRINGS, GEORGIA 30142
PHONE: (770) 479-6364
ron@wholelandsurveying.com



DWG. NO. R3379
JOB NO. 22-3379-280



REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 0.2+/- acres, identified as tax parcel 095A (part) of tax plat 15N20A, Land Lot 265 of the 15th District of Cherokee County, from PDR, Planned Development Residential to R-40, Single Family Residential Estate; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by the City of Holly Springs, requesting rezoning in the City of Holly Springs, Georgia, concerning 0.2+/- acres, identified as tax parcel 095A (part) of tax plat 15N20A, Land Lot 265 of the 15th District of Cherokee County, from PDR, Planned Development Residential to R-40, Single Family Residential Estate; and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for rezoning in the City of Holly Springs, concerning 0.2+/- acres, identified as tax parcel 095A (part) of tax plat 15N20A, Land Lot 265 of the 15th District of Cherokee County, Tract C, as shown on site plan submitted and labeled, "Lot Survey Prepared for & Authorized by Terri Norton," (Exhibit A) is hereby rezoned from PDR, Planned Development Residential to R-40, Single Family Residential Estate; and

Section 2

This ordinance shall become effective July 17, 2023, upon approval by Mayor and City Council.

Section 3

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 2 above, whether or not they have been physically made and represented.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted the 17th day of July, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

I HEREBY CERTIFY THAT I AM THE OWNER(S) OF THE PROPERTY HEREON, WHICH IS LOCATED IN WITHIN THE JURISDICTION OF CHEROKEE COUNTY, GA.

TERRI NORTON DATED

- (A) 25' UNDISTURBED STATE STREAMBANK BUFFER
- (B) 50' UNDISTURBED COUNTY STREAM BANK BUFFER
- (C) 75' IMPERVIOUS SURFACE BUFFER

All driveways will be required to obtain a driveway permit from the Cherokee County Engineering Department. Property owner will be responsible for making sure all driveways meet Cherokee County standards.

Tracts A and B make up the entirety of Parcel 548 of Tax Plat 15N20. This parcel is requested to be annexed. Tract C is owned by the City and is currently within the City limits. Once annexation is complete, the applicant will gain ownership of Tract C and the City will take ownership of Tract B. Tract C will be rezoned from PDR to R-40 and Tract B will be rezoned from R-80(county) to PDR. Tract A will be rezoned from R-80(county) to R-40.

NOTES:

- 1) THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY PRIVATE AND PUBLIC.
- 2) UNDERGROUND UTILITIES AND/OR STRUCTURES, IF ANY, MAY NOT BE SHOWN.
- 3) IF ACTIVE STREAMS ARE PRESENT, THEY SHALL HAVE 25' UNDISTURBED STATE STREAM BANK BUFFER, ALL STREAMS SHALL HAVE 50' UNDISTURBED COUNTY STREAM BANK BUFFER & 75' IMPERVIOUS SURFACE BUFFER FROM TOP OF STREAM BANK.
- 4) A UNITED STATES ARMY CORPS OF ENGINEERS PRECONSTRUCTION NOTIFICATION AND EROSION PERMIT IS REQUIRED FOR ANY FUTURE PIPED STREAM CROSSINGS IN STATES WATERS.
- 5) A GEORGIA REGISTERED DESIGN PROFESSIONAL SHALL DESIGN AND PERMIT ALL FUTURE STORM DRAINAGE ON THESE PROPERTIES.
- 6) DEVELOPMENT THAT WILL RESULT IN LAND DISTURBANCE EQUAL TO OR GREATER THAN ONE (1) ACRE REQUIRES COVERAGE UNDER THE APPLICABLE NPDES GENERAL PERMIT. THE REQUIREMENTS FOR COVERAGE INCLUDE, BUT ARE NOT LIMITED TO, A GEORGIA LICENSED DESIGN PROFESSIONAL PREPARING PROFESSIONAL PREPARING 3 PHASE EROSION CONTROL PLANS FOR ALL INTENDED DISTURBANCE ASSOCIATED WITH YOUR PROJECT, AND OBTAINING APPROVAL FROM CHEROKEE COUNTY AS THE LOCAL ISSUING AUTHORITY.
- 7) REFERENCE: PLAT OF A SURVEY FOR: TERRI NORTON, BY: DAVIS ENGINEERING & SURVEYING, DATED: SEPTEMBER 19, 2012.
- 8) REFERENCE: PLAT BOOK 14 PAGE 17.
- 9) REFERENCE: PLAT BOOK 19 PG. 76.
- 10) REFERENCE: PLAT 19 PAGE 77.
- 11) REFERENCE: PLAT BOOK 68 PAGE 47.
- 12) REFERENCE: DEED BOOK 13034 PAGE 45.

FIELD BOOK 122, PAGE 49, FILE R3379.

LEGEND:

- 1) I.P.S. - IRON PIN SET (#4 R.)
- 2) I.P.F. - IRON PIN FOUND
- 3) L.L. - LAND LOT LINE
- 4) R/W - RIGHT OF WAY
- 5) E - PROPERTY LINE
- 6) C - CENTER LINE
- 7) R - REINFORCING BAR
- 8) P.P. - POWER &(OR) PHONE POLE
- 9) N.P.F. - NOW OR FORMERLY
- 10) ---X--- FENCE (APPROX. LOC.)
- 11) ---A--- OVERHEAD UTILITY LINE
- 12) B.L. - BUILDING LINE
- 13) D.E. - DRAINAGE EASEMENT
- 14) (XXX) - STREET ADDRESS

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 1,848.2 FEET AND AN ANGULAR ERROR OF 2.4" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPOUND RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 52,438 FEET.

EQUIPMENT USED FOR MEASUREMENTS: IX SERIES ROBOTIC TOTAL STATION

FIELD WORK BY: D.M. & S.B.
DRAWN BY: ANDREA HILLHOUSE
CHECKED BY: DAVID E. MITCHELL

Fire Marshal's Office Plan Review Comments:

According to our County GIS map, it does not appear there is a fire hydrant within 1000 feet of all points of the buildable area.

Fire Marshal's Office Recommendation: The Cherokee County Fire Marshal's Office has recommended that a fire hydrant be installed. Should you follow the recommendation of the Cherokee County Fire Marshal's and choose to install a fire hydrant, the location should be reviewed of the Cherokee County Fire Marshal's by after the utility approves the location of the installation.

Dear Developer/Owner,

The Cherokee County Fire Marshal's Office has reviewed your request to sub-divide the referenced property. We are providing comment(s) and information for you to consider. When you review the comments below please keep in mind the Insurance Services Organization (ISO) rating of our fire department in Cherokee County, ISO rated Cherokee County Fire & Emergency Services as a 2/2Y class fire department. The rating scale is from 1 as being the best and 10 as being no fire protection provided. The classification of 2Y within our rating is designated for those properties that are not within 1000 feet of a fire hydrant. The rating of a 2Y can and will most likely cause an increased homeowner's insurance premium. There have been cases where the 2Y rating has caused a homeowner's insurance premium to rise to triple their previous amount. Again, this is due to no fire hydrant within 1000 feet of the residence.

Fire Hydrant (If Recommended)
In order to ensure the lowest insurance premium rates and an adequate water supply for firefighting purposes we are recommending you provide a fire hydrant(s) installed in a location so that once homes are built on the property there will be a fire hydrant within 1000 feet of any and all homes within this parcel of land. You will need to contact the water authority which provides the water services for more information and requirements for the installation of any additional water lines and all fire hydrant installation requirements. Once the water line and fire hydrant are approved and installed please contact our office so we can update our records and maps for the property as needed. If the water authority rejects your request or if you choose not to add additional water lines or fire hydrants please advise our office so we can update our records and maps for the property as needed.

Fire Department Vehicle Access (If Recommended)
Fire department access to properties is paramount in our ability to access properties for a more effective firefighting strategy. Fire department access roads should be 20 feet wide, less than a 10% grade and be of an all-weather/all-season surface capable of supporting 75,000 pounds. If the public/private access drive is longer than 150 feet, it will need to have an approved turnaround at the end.



TWIN LAKES DRIVE
(AKA CLAYTON LANE)
50' R/W

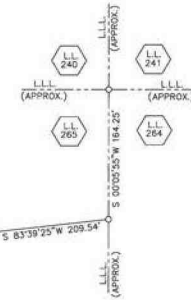
N/F
WILLIAM A. KATHY
[DEED BOOK 13580 PAGE 211]
[PLAT BOOK 28 PAGE 192]

TRACT A
(4.36)

TRACT B

AREA	
TRACT A = 3.11 ACRES	
TRACT B = 0.20 ACRE	
TRACT C = 0.20 ACRE	
TOTAL AREA = 3.51 ACRES	

"ALL MATTERS OF TITLE ARE EXCEPTED"



Prior to any building, erosion, or development permits being issued on these properties, a lot grading and erosion control plan, prepared by a Georgia Soil and Water Conservation Commission (SWCC) Level II certified Design Professional, shall be submitted and approved by Cherokee County Engineering Department.

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



DAVID E. MITCHELL, R.L.S. 2665

DATED

IN OUR OPINION AND AS INDICATED BY A VISUAL ONLY INSPECTION OF F.I.R.M. MAP NO. 13057C0261E, DATED 06-07-2019, THIS PROPERTY APPEARS TO BE IN A ZONE "X" SPECIAL FLOOD HAZARD AREA. IN DETERMINING THIS OPINION, NO FIELD INSPECTION OR ELEVATION VERIFICATION HAS BEEN PERFORMED. A MORE DETAILED EVALUATION MAY BE NEEDED.

LOT LINE ADJUSTMENT

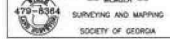
LOT SURVEY PREPARED FOR & AUTHORIZED BY:

TERRI NORTON

LOCATED IN LAND LOT(S): 265
DISTRICT - 15, SECTION - 2
CHEROKEE COUNTY, GEORGIA
CITY OF HOLLY SPRINGS

FIELD WORK: APRIL 4, 2022
PLAT PREPARED: APRIL 7, 2022
SCALE: 1" = 50'

BY: WHOLE LAND SURVEYING, P.C.
P.O. BOX 1290
HOLLY SPRINGS, GEORGIA 30142
PHONE: (770) 479-6364
ron@wholesurveying.com



DWG. NO. R3379
JOB NO. 22-3379-280

TRAVERSE TABLE		
Course	Bearing	Distance
1	S 57°36'40" W	4.73'
2	S 88°56'55" W	21.81'
3	S 86°48'55" W	8.92'
4	S 42°50'50" W	10.82'
5	S 64°22'45" W	10.03'
6	S 47°44'50" W	20.05'
7	S 25°13'30" W	10.63'
8	S 52°00'55" W	16.18'
9	S 46°18'55" W	32.62'
10	S 55°29'00" W	22.92'
11	S 19°54'35" W	26.55'
12	S 47°14'10" W	7.39'
13	S 01°11'40" E	15.20'
14	S 34°42'10" E	20.65'
15	S 32°38'55" W	33.44'
16	S 23°09'35" W	19.81'
17	S 35°47'15" W	15.58'
18	S 13°27'00" W	16.03'
19	S 57°45'40" W	7.00'
20	S 29°47'45" W	16.02'
21	S 17°26'50" E	9.02'
22	S 53°02'10" W	9.98'
23	S 72°42'20" W	5.09'
24	S 38°50'55" W	15.21'
25	S 46°14'50" W	87.75'
26	S 47°27'50" W	43.25'
27	S 67°48'25" W	33.97'
28	S 24°07'20" W	35.18'
29	S 17°55'20" W	19.97'
30	S 12°28'15" E	20.99'
31	N 52°07'05" E	14.50'
32	N 28°21'50" E	24.80'
33	N 33°48'20" E	36.71'
34	N 31°49'20" E	56.51'
35	N 12°07'25" E	36.44'
36	N 47°22'00" E	38.54'
37	N 17°24'20" E	18.56'
38	N 20°29'30" E	58.55'

AN ORDINANCE TO AMEND CHAPTER 66 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES OF THE OFFICIAL CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA; TO CREATE ARTICLE VI – UTILITY ACCOMMODATIONS, IN ORDER TO ADMINISTER AND REGULATE THE PUBLIC RIGHT-OF-WAY IN THE PUBLIC INTEREST, AND TO PROVIDE FOR THE ISSUANCE AND REGULATION OF RIGHT-OF-WAY PERMITS

WHEREAS, pursuant to Section 1.04(a)(11) of the Charter of the City of Holly Springs (“City”), the City is empowered to regulate roadside areas, including rights-of-way;

WHEREAS, pursuant to O.C.G.A. 36-76-1 et seq. known as the “Consumer Choice for Television Act” of 2007 the City retains regulatory powers over certain activity of cable and video providers with respect to public rights-of-way within or belonging to the City; and,

WHEREAS, pursuant to O.C.G.A. 46-5-1 et seq. telephone companies shall comply with all applicable local laws and regulations, including municipal ordinances and regulations, regarding the placement and maintenance of facilities in the public rights of way that are reasonable, nondiscriminatory, and applicable to all users of the public rights of way within or belonging to the City; and,

WHEREAS, the City desires to establish reasonable nondiscriminatory regulations for the installation construction, maintenance, renewal, removal and relocations of Utility Facilities that are not more restrictive than equivalent regulations promulgated by the Georgia Department of Transportation with respect to Utilities on the state highway system under authority of O.C.G.A. 32-4-70;

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Mayor and Council of the City of Holly Springs, Georgia as follows:

The Code of Ordinances, Chapter 66 – Streets, Sidewalks and Other Public Places of the City of Holly Springs is hereby amended by creating Article VI, entitled “Utility Accommodations”, as follows:

Article VI – Utility Accommodations

Section 66-141. - DECLARATION OF FINDINGS AND PURPOSE, SCOPE, DEFINITIONS

(A) Intent and Purpose. The City of Holly Springs (the "City") is vitally concerned with the use, construction within, and occupancy of all Rights of Way in the City as such Rights of Way are a valuable and limited resource which must be utilized to promote the public health, safety, welfare, economic development of the City and to protect public work infrastructure. Therefore, the City, under the authority of the Laws and Constitution of the State of Georgia, including but not limited to Article 9, Section 1, paragraphs 2 and 3 of the Georgia Constitution, O.C.G.A. 36-1-20 and O.C.G.A. 32-4-42(6), has adopted this ordinance for the purpose of regulating public and private entities which use the City Rights of Way.

(B) Scope. The provisions of this Chapter shall apply to all Utilities and Facilities occupying the Rights of Way as provided herein.

(C) Definitions. For the purposes of this Chapter, the following terms, phrases, words, and their derivations have the meanings set forth herein. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning. References hereafter to "Sections" are, unless otherwise specified, references to Sections in this Chapter. Defined terms remain defined terms whether or not capitalized.

1. City means the City of Holly Springs, Georgia;
2. Codified Ordinances means the Codified Ordinances of the City of Holly Springs, Georgia;
3. Construct means, but shall not be limited to, dig, bore, tunnel, trench, excavate, obstruct, install or remove signs, or Facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the Rights of Way. Construct shall also include the act of opening and/or cutting into the surface of any paved or improved surface that is any part of the Right of Way;
4. Construction means, but shall not be limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, installing or removing signs or Facilities, other than landscaping or ornamental plantings, in, on, above, within, over, below, under, or through any part of the Rights of Way. Construction shall also include the act of opening, boring and/or cutting into the surface of any part of the Right of Way;
5. Director means the Community Development Director of the City of Holly Springs, Georgia, or his or her designee;

6. Emergency means a condition that poses a clear and immediate danger to life, health, or safety of a person, or of significant damage or loss of real or personal property;
7. Facility or Facilities means any tangible thing, including but not limited to pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, appurtenances, appliances and future technology of any Utility in, on, along, over, or under any part of the Rights of Way within the City;
8. Facilities Representative(s) means the specifically identified agent(s)/employee(s) of a Utility who are authorized to direct field activities of that Utility and serve as official notice agent(s) for Facilities related information. Utility shall be required to make sure at least one (1) of its Facilities Representatives available at all times to receive notice of, and immediately direct response to, Facilities related emergencies or situations;
9. FCC means the Federal Communications Commission or any successor thereto;
10. Permit means an authorization which grants permission to conduct specific regulated activities on, in, over, under or within any public right-of-way, and which may be subject to conditions specified in a written agreement with the City or in a related provision of this Code of Ordinances;
11. Right(s) of Way means the surface and space in, on, above, within, over, below, under or through any real property in which the City has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, or any other place, area, or real property owned by or under the legal or equitable control of the City, now or hereafter, that consistent with the purposes for which it was dedicated, may be used for the purposes of constructing, operating, repairing or replacing Facilities;
12. Service(s) means the offering of any service by a Utility for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, or alternatively, the provision of any service by a Utility between two or more points for a proprietary purpose to a class of users other than the general public;
13. Service Agreement means a valid license agreement, service agreement, franchise agreement, or operating agreement issued by the City or state pursuant to Law and accepted by a Utility or entered into by and between the City and a Utility, which allows such Utility to operate or provide service within the geographic limits of the City;
14. Street or Streets means the surface of, as well as the spaces above and below, any and all the streets, alleys, avenues, roads, bridges, tunnels and public places of the

City within the corporate limits of the City, as the same now exist or may be hereafter extended or altered, and any location thereon, thereover or thereunder, and any portion thereof;

15. Transfer means the disposal by the Utility, directly or indirectly, by gift, assignment, sale, merger, consolidation, or otherwise, of more than fifty percent (50%) at one time of the ownership or controlling interest in the Facilities, or of more than fifty percent (50%) cumulatively over the term of a written approval of Registration of such interests to a corporation, partnership, limited partnership, trust, or association, or person or group of persons acting in concert;
16. Unused Facilities means Facilities located in the Rights of Way which have remained unused for twelve (12) months and for which the Utility is unable to provide the City with a plan detailing the procedure by which the Utility intends to begin actively using such Facilities within the next twelve (12) months, or that it has a potential purchaser or user of the Facilities who will be actively using the Facilities within the next twelve (12) months, or, that the availability of such Facilities is required by the Utility to adequately and efficiently operate its Facilities;
17. Utility or Utilities means All privately, publicly, or cooperatively owned systems for producing, transmitting, or distributing communication, data, information, telecommunication, cable television, video services, power, electricity, light, heat, gas, oil, crude products, water/sewer, steam, fire and police signals, traffic control devices, and street lighting systems, and housing or conduit for any of the foregoing, which directly or indirectly serve the public or any part thereof. The term "utility" may also be used to refer to the owner, operator, Utility, service, contractor or subcontractor, or any agent thereof, of any above-described utility or utility facility.

Section 66-142 UTILITY REGISTRATION

(A) Registration Required. Each Utility who occupies, uses or has Facilities in the Rights of Way at the time of passage of this Ordinance, including by lease, sublease or assignment, to operate Facilities located in the Rights of Way, unless specifically exempted by state or federal law or this Code, shall file a Registration Statement with the Department within ninety (90) days of the effective date of this Ordinance.

(B) Registration Procedure. The Registration information provided to the City shall be on a form approved by the City and include, but not be limited to:

1. The name, legal status (i.e., partnership, corporation, etc.), street address, email address, and telephone and facsimile numbers of the Utility filing the Registration Statement (the "Registrant"). If the Registrant is not the owner of the Facility in the Right of Way, the Registration shall include the name, street address, email address if applicable, and telephone and facsimile numbers of the owner;

2. The name, street address, email address if applicable and telephone and facsimile numbers of one (1) or more Facilities Representative(s). Current information regarding how to contact the Facilities Representative(s) in an Emergency shall be provided at the time of filing a Registration and shall be updated as necessary to assure accurate contact information is available to the City at all times;
3. A copy, if requested, of the Utility's certificate of authority (or other acceptable evidence of authority to operate) from the Georgia Public Service Commission and/or the FCC and any other similar approvals, permits, or agreements.
4. A copy, if requested, of the Service Agreement, if applicable or other legal instrument that authorizes the Utility to use or occupy the Right of Way for the purpose described in the Registration.

(C) Incomplete Registration. If a Registration is incomplete, the Director shall notify the Registrant and shall provide a reasonable period of time in which to complete the Registration. If a Registration is complete, the Director shall so notify the Utility in writing.

(D) Acceptance of the Registration shall not convey title in the Rights of Way. Acceptance of the Registration is only the nonexclusive, limited right to occupy Rights of Way in the City for the limited purposes stated in the Acceptance. Acceptance of the Registration does not excuse a Utility from obtaining Permits required by City ordinances nor from obtaining appropriate access or pole attachment agreements before using the Facilities of others, including the City. Acceptance of the Registration does not excuse a Utility from notifying the City of Construction as required herein.

(E) Facilities in Place without Registration. Beginning one year after the effective date of this Chapter, any Facilities or part of a Facility found in a Right of Way for which registration is required but has not been obtained unless specifically exempted by law, and for which no valid Service Agreement exists with the City, may be deemed to be a nuisance and an unauthorized use of the Rights of Way. The City may exercise any remedies or rights it has at law or in equity, including, but not limited to abating the nuisance; taking possession of the Facilities, evicting the Utility from the Right of Way; prosecuting the violator; and/or any other remedy provided by City ordinance or otherwise allowed in law or in equity.

Section 66-143 CONSTRUCTION PERMITS

(A) Permit Required. It shall be unlawful for any Utility to excavate or to construct, install, maintain, renew, remove or relocate Facilities in, on, along, over or under the public roads of the City without a Utility permit from the Community Development Department in accordance with the terms of this Chapter.

(B) Permit Procedure. Utility Permits shall be obtained from the Director (or such other person as the City Manager may designate) upon application made on forms prescribed

by the Community Development Department. The written application shall include the following:

1. The name and address of the Utility;
2. The nature, extent, and location of any work proposed to be done, along with satisfactory plans as attachments showing in detail the location of the proposed Facility or operations as described in the Permit application. The plans shall show the size or capacity of Facilities to be installed; their relationship to Street features such as right-of-way lines, pavement edge, structures, etc., horizontal and vertical clearance to critical elements of the roadway and any other information necessary to evaluate the impact on the Street and its operation;
3. The name and address of the person or firm who is to do such work;
4. The name, street address, email address if applicable and telephone and facsimile numbers of one (1) or more Facilities Representative(s).
5. The projected dates for the work to be started and finished;
6. An indemnity bond or other acceptable security in an amount to be set by the City to pay any damages to any part of the City road system or other City property or to any city employee or member of the public caused by activity or work of the Utility performed under authority of the permit issued;
7. A copy, if requested, of the Registrant's certificate of authority (or other acceptable evidence of authority to operate) from the Georgia Public Service Commission and/or the FCC and any other similar approvals, permits, or agreements; and
8. A copy, if requested, of the service agreement, if applicable or other legal instrument that authorizes the Utility to use or occupy the Right of Way for the purpose described in the application.

(C) Permit Fees. Fees shall be determined by the Director, subject to the approval by resolution of the City Council. A fee schedule shall be available at the offices of the Director and the City Clerk and open for public inspection.

(D) Issuance of Permit. If the Director determines the Applicant has satisfied the following requirements, the Director may issue a permit.

1. Whether issuing of the approval will be consistent with this Chapter; and
2. Whether Applicant has submitted a complete Application and has secured all certificates and other authorizations required by law, if applicable, in order to construct Facilities in the manner proposed by the Applicant; and

3. The impact on safety, visual quality of the streets, traffic flow, and other users of the right of way and the difficulty and length of time of the Project, construction or maintenance.

(E) Emergency Situations.

1. Each Utility shall, as soon as reasonably practicable, notify the Director of any event regarding its Facilities which it considers to be an Emergency. The Utility may proceed to take whatever actions are necessary in order to respond to the Emergency. A Utility who engages in an emergency excavation shall take all reasonable precautions to avoid or minimize damage to any existing facilities.
2. In the event that the City becomes aware of an Emergency regarding Utility Facilities, the City may attempt to contact the affected Utility or Facilities Representative. The City may take whatever action it deems necessary in order to respond to the Emergency, including cut or move any of the wires, cables, amplifiers, appliances, or other parts of the Facilities. The City shall not incur any liability to the Utility, for such emergency actions, and the cost of such shall be paid by each Utility affected by the Emergency

(F) Effective Period of Permit.

1. Each permit shall have a set commencement and expiration date based on information provided in the applicant's permit application.
2. The Permit shall remain in place Construction is completed or until its expiration date unless the Utility is in default. The Director may give written notice of default to a Utility if it is determined that a Utility has
 - a. Violated any provision or requirement of the issuance or acceptance of a Permit application or any law of the City, state, or federal government;
 - b. Attempted to evade any provision or requirement of this Chapter;
 - c. Practiced any fraud or deceit upon the City; or
 - d. Made a material misrepresentation or omission of fact in its Permit application.

(G) Cancellation for Cause. If a Utility fails to cure a default within twenty (20) Working Days after such notice is provided to the Utility by the City, then such default shall be a material breach and City may exercise any remedies or rights it has at law or in equity to terminate the Permit. If the Director decides there is cause or reason to terminate, the following procedure shall be followed:

1. City shall serve a Utility with a written notice of the reason or cause for proposed termination and shall allow a Utility a minimum of fifteen (15) calendar days to cure its breach.
2. If the Utility fails to cure within fifteen (15) calendar days, the City may declare the Permit terminated.

Section 3.8 Expiration of Permit. If work is not begun within six (6) months of the date of issuance, the permit will automatically expire.

Section 66-144 REQUIRED MINIMUM STANDARDS

(A) Utility Accommodation Manual Adopted. The Utility Accommodation Policy and Standards manual, including all references contained therein to codes, rules, regulations, schedules, forms and appendix items, except Appendix B (Permit Forms and supporting Documents), promulgated by the State of Georgia Department of Transportation, as may be amended from time to time is hereby adopted by reference and incorporated in the article as if fully set forth herein, subject to the amendments and modification contained in this Chapter. A copy of the manual shall be maintained at the offices of the Director or his designee and open for public inspection. Any conflicts between the provisions of this ordinance and the manual shall be resolved in favor of the manual. References to State personnel, agencies, and fees shall be interpreted, where required, as meaning the City of Holly Springs municipal equivalents

(B) Protection of Traffic and Roadway. Unless specifically in the Permit, no Utility may occupy the City Rights of Way unless sufficient space is available so that the free flow and safety of traffic and other capacity considerations are not unduly impaired and the installation does not prevent the Department from reasonably maintaining the streets, structures, traffic control devices and other appurtenant facilities, and further provided that maintenance and operations of the Facilities do not jeopardize the traffic, street structure, other users of the right of way or the right of way itself.

(C) Grading: If the grades or lines of any street within the City Right of Way are changed at any time by the City during the term of the permit and this change involves an area in which the Utility's Facilities are located, then the Utility shall, at its own cost and expense and upon the request of the City upon reasonable notice, protect or promptly alter or relocate the Facilities, or any part thereof, so as to conform with such new grades or lines. In the event the Utility refuses or neglects to so protect, alter, or relocate all or part of the Facilities, the City shall have the right to break through, remove, alter, or relocate all or any part of the Facilities without any liability to the Utility and the Utility shall pay to the City the costs incurred in connection with such breaking through, removal, alteration, or relocation.

(D) Installation of Poles and Other Wire Holding Structures and Relocation. Unless otherwise provided in a valid service agreement, no placement of any pole or wire holding structure of the Utility is to be considered a vested interest in the Right of Way,

and such poles or structures are to be removed, relocated underground, or modified by the Utility at its own expense whenever the City determines that the public convenience would be enhanced thereby. The Facilities shall be so located and installed as to cause minimum interference with the rights and convenience of property owners.

(E) As provided in O.C.G.A § 25-9-6 (the Georgia Utility Facility Protection Act) and other applicable state law currently in place or as amended, no Utility shall commence, perform, or engage in blasting or in excavating with mechanized excavating facilities unless and until the Utility planning the blasting or excavating has given 48 hours' notice by submitting a locate request to the Utility Protection Center, beginning the next Working Day after such notice is provided, excluding hours during days other than Working Days.

Section 66-145 RESTORATION OF PROPERTY

(A) Each Utility shall be responsible for the cost of repairing any Facilities in the Rights of Way and adjoining property or other Facilities which it or its Facilities damage.

(B) A Utility shall be liable, at its own cost and expense, to replace, restore or repair, any Street, Facilities or property or structure thereon, thereunder, thereover or adjacent thereto that may become disturbed or damaged as a result of the Construction or installation, operation, upgrade, repair or removal of Facilities to a condition as good as or better than its condition before the work performed by the Utility that caused such disturbance or damage. If the Utility does not commence such replacement or repair after twenty (20) Working Days following written notice from the City, the City or the owner of the affected structure or property may make such replacement or repair and the Utility shall pay the reasonable and actual cost of the same.

Section 66-146 INSPECTION

(A) The Utility shall make the Construction site available to the Director and to all others as authorized by Law for inspection at all reasonable times during the execution and upon completion of the Construction.

(B) At any time, including the time of inspection, the Director may order the immediate cessation of any work which poses a serious threat to the health, safety, or welfare of the public, violates any law, or which violates the terms and conditions of the Permit and/or this Chapter or issue an order to correct work which does not conform to the Permit and/or applicable standards, conditions or codes.

(C) When the Construction under any Permit is completed, the Utility shall notify the Department.

Section 66-147 OTHER APPROVALS, PERMITS AND AGREEMENTS

(A) Additional Permits Required. The Utility shall obtain all construction, building or other permits or approvals as according to City ordinance, state or federal law. In addition, a Permittee shall comply with all requirements of laws, shall complete work in a way as to not cause any unnecessary or unauthorized obstructions of sidewalks, streets, waterways or railways, and is responsible for all work done in the Rights of Way regardless of who performs the work. No Rights of Way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work, except in the case of an Emergency as outlined in Article II, Section 7 (B).

Section 66-148 PENALTIES

(A) Every Utility convicted of a violation of any provision of this chapter shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) per violation. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 66-149 AESTHETIC STANDARDS

(A) Authority and Scope.

1. O.C.G.A. § 32-4-92(a)(10) authorizes the City of Holly Springs (the “City”) to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the City. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way.
2. The City finds it is in the best interest of the City and its residents and businesses to establish aesthetic requirements and other specifications and reasonable conditions regarding placement of facilities in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights of way and its uses in the City.
3. The objective of this Article is to ensure use of the public rights of way: (i) is consistent with the design, appearance and other features of nearby land uses; (ii) protects the integrity of historic, cultural and scenic resources; and (iii) does not harm residents’ quality of life.
4. This Article applies to all requests to locate facilities in the public rights of way and ongoing use of the public rights of way for such facilities. This

Article is established pursuant to City Charter and applicable law. This Article is administered by the Community Development Department.

5. Placement or modification of facilities in the public right of way shall comply with this Article at the time the permit for installation or modification is approved and as amended from time to time. Permittees are required to comply with City Code and applicable law and regulations.

(B) Definitions. Unless otherwise defined in Section 1.3, terms used in this Article shall have the meanings given them in O.C.G.A. § 36-66C-2.

1. “Antenna” means: (i) communications equipment that transmits, receives, or transmits and receives electromagnetic radio frequency signals used in the provision of wireless services or other wireless communications; or (ii) Communications equipment similar to equipment described in part (i) used for the transmission, reception, or transmission and reception of surface waves. Such term shall not include television broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.
2. “Collocate” or “Collocation” means to install, mount, modify, or replace a small wireless facility on or adjacent to a pole, decorative pole, or support structure.
3. “Consolidated Application” means an application for the collocation of multiple small wireless facilities on existing poles or support structures or for the installation, modification, or replacement of multiple poles and the collocation of associated small wireless facilities.
4. “Decorative Pole” means an authority pole that is specially designed and placed for aesthetic purposes.
5. “FCC” means the Federal Communications Commission of the United States.
6. “Historic District” means: (i) any district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the secretary of the interior of the United States in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified by 47 C.F.R. Part 1; (ii) any area designated as a historic district under Article 2 of Chapter 10 of Title 44, the Georgia Historic Preservation Act; or (iii) any area designated as a historic district or property by law prior to October 1, 2019.
7. “Pole” means a vertical pole such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal, or other material that is lawfully located or to be located within a right of way, including without limitation a replacement

pole and an authority pole. Such term shall not include a support structure, decorative pole, or electric transmission structure.

8. “Replace,” “Replacement” or “Replacing” means to replace a pole or decorative pole with a new pole or a new decorative pole, similar in design, size, and scale to the existing pole or decorative pole consistent with 47 C.F.R. § 1.40001(b)(7) as it existed on January 1, 2019, in order to address limitations of, or change requirements applicable to, the existing pole to structurally support the collocation of a small wireless facility.
9. “Small Wireless Facility” means radio transceivers; surface wave couplers; antennas; coaxial, fiber optic, or other cabling; power supply; backup batteries; and comparable and associated equipment, regardless of technological configuration, at a fixed location or fixed locations that enable communication or surface wave communication between user equipment and a communications network and that meet both of the following qualifications: (i) each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, measured based upon the exterior dimensions of height by width by depth of any enclosure that may be used. The following types of associated ancillary equipment are not included in the calculation of the volume of all other wireless equipment associated with any such facility: electric meters; concealment elements; telecommunications demarcation boxes; grounding equipment; power transfer switches; cut-off switches; and vertical cable runs for connection of power and other services. Such term shall not include a pole, decorative pole, or support structure on, under, or within which the equipment is located or collocated or to which the equipment is attached and shall not include any wireline backhaul facilities or coaxial, fiber optic, or other cabling that is between small wireless facilities, poles, decorative poles, or support structures or that is not otherwise immediately adjacent to or directly associated with a particular antenna.
10. “Support Structure” means a building, billboard, water tank, or any other structure to which a small wireless facility is or may be attached. Such term shall not include a decorative pole, electric transmission structure, or pole.
11. “Wireless Infrastructure Provider” means any person, including a person authorized to provide telecommunications services in this state, that builds, installs, or operates small wireless facilities, poles, decorative poles, or support structures on which small wireless facilities are or are intended to be used for collocation but that is not a wireless services provider.
12. “Wireless Provider” means a wireless infrastructure provider or a wireless services provider.

13. “Wireless Services” means any services provided to the public using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.
14. “Wireless Services Provider” means a person that provides wireless services.
15. “Wireline Backhaul Facility” means an aboveground or underground wireline facility used to transport communications data from a telecommunications demarcation box associated with small wireless facility to a network.

(C) Cross References. Definitions in this Article include references and citations to applicable federal and state laws. In the event that any referenced section is amended, the definition in the referenced section, as amended, shall control.

(D) Facilities Standards.

1. Facilities must be compatible in size, mass, and color to similar facilities in the same zoning area, with a goal of minimizing the physical and visual impact on the area.
2. Facilities in Planned Development Commercial (PDC), Planned Development Office and Institutional (PDO), and Planned Development Residential Districts (PDR), and Traditional Neighborhood Development Districts (TND) shall be visually and architecturally integrated with PDR and TND areas and shall not interfere with prominent vistas or significant public view corridors within those areas.
3. Facilities must be located in alignment with existing trees and/or facilities.
4. Facilities must maintain the integrity and character of the neighborhoods and corridors in which the facilities are located.

(E) Undergrounding. Except as provided in 4.1 and 4.2, facilities shall be installed underground in PDR and TND areas so long as placement underground will not materially impact the provision of service. Any individual requesting to locate facilities above ground in PDR and TND areas has the burden to demonstrate by clear and convincing evidence that undergrounding will effectively prohibit the provision of the service in question.

1. Light poles and small wireless facilities collocated thereon may be located above ground in areas of the City where facilities are primarily located underground.
2. The City may: (i) allow collocated small wireless facilities placed aboveground prior to the effective date of this Code and subject to any applicable pole attachment agreement to remain above ground; or (ii) allow

the wireless provider to replace the pole associated with previously collocated small wireless facilities at the same location or propose an alternate location within 50 feet of the prior location, which the wireless provider shall use unless such alternate location imposes technical limits or significant additional costs.

(F) Model Zoning Districts. Facilities installed in the Holly Springs Town Center, Harmony on the Lakes Neighborhood Preservation, Holly Springs Parkway, Hickory Road, East Residential, and West Residential Districts of the City shall conform to the provisions of Article 19 of the Holly Springs Zoning Ordinance.

(G) Camouflaging. Facilities must be designed using camouflaging techniques that make them as unobtrusive as possible if:

1. It is not possible or desirable to match the design and color of facilities with the similar facilities in the same zoning area, as required under D Facilities Standards; or
2. Existing facilities in the area are out of character with a streetscape plan or other aesthetic plan that has been adopted by the City.

(H) Concealment. Facilities shall incorporate specific concealment elements to minimize visual impacts.

(I) Preferred Locations.

1. Unless otherwise provided by applicable law, facilities shall, to the extent that it is reasonable, be located in the following areas of the City: (i) Light Industrial Districts; (ii) Interstate Interchanges; and (iii) General Commercial Districts. These areas are identified in terms of priority, meaning Light Industrial Districts are the most preferred location, followed by Interstate Interchanges, etc.
2. Facilities may be located outside areas identified in (a) if: (i) facilities must be placed outside of the areas identified in (a) in order to maintain existing services, improve services, or new service can only be provided if facilities are placed in areas located outside of those identified in (a); or (ii) the proposed facilities will meet all applicable requirements for the non-preferred location and will complement the character of the zoning area.

(J) Installation and Modification Standards. Installation of new facilities in, on, along, over, or under the public rights of way or modification of existing facilities in, on, along, over, or under the public rights of way shall:

1. Minimize risks to public safety;

2. Ensure that placement of facilities on existing structures is within the tolerance of those structures;
3. Ensure that installations and modifications are subject to periodic review to minimize the intrusion on the right of way;
4. Ensure that the City bears no risk or liability as a result of the installations or modifications; and
5. Ensure that use of the public rights of way does not inconvenience the public, interfere with the primary uses of the public rights of way, or hinder the ability of the City or other government entities to improve, modify, relocate, abandon, or vacate the right of way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the right of way.

(K) Plans for Use. No facilities shall be placed in, on, along, over, or under the public rights of way unless: (i) there are immediate plans to use the proposed facility; or (ii) there is a contract with another party that has immediate plans to use the proposed facility.

(L) Contact Information. Every facility placed in the public rights of way shall at all times display signage that accurately identifies the facility owner and provides the facility owner's unique site number, and also provides a local or toll-free telephone number to contact the facility owner's operations center.

Section 66-150 OTHER PROVISIONS

(A) Severability. If any section, subsection, sentence, clause, phrase, or portion of this Chapter is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(B) Reservation of Regulatory and Police Powers. The City by issuing a written approval of Registration under this Chapter, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or may be hereafter vested in the City under the Constitution and Laws of the United States, State of Georgia and the City Charter, and under the provisions of the City's Codified Ordinances to regulate the use of the Rights of Way. The Utility by applying for and being issued a written Permit, is deemed to acknowledge that all lawful powers and rights, regulatory power, or police power, or otherwise as are or the same may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. A Utility is deemed to acknowledge that its interests are subject to the regulatory and police powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and is deemed to agree to

comply with all applicable general laws enacted by the City pursuant to such powers. In particular, all Utilities shall comply with City zoning and other land use requirements pertaining to the placement and specifications of Facilities.

(C) Compliance. No Person shall be relieved of its obligation to comply with any of the provisions of this Chapter by reason of any failure of City to enforce compliance.

(D) Appeal of Administrative Decisions. All appeals provided for by this chapter and any notification to the City required by this Chapter shall be in writing and sent via certified mail to the Director as specified in this Chapter.

(E) Chapter Headings. Chapter headings are for convenience only and shall not be used to interpret any portion of this Chapter.

Except as provided otherwise herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

This ordinance shall be codified in a manner consistent with the laws of the State of Georgia.

This ordinance shall become effective immediately upon its adoption by the Mayor and Council of the City of Holly Springs.

SO ORDAINED this 17th day of July, 2023.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(SEAL)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, TO AMEND THE ADOPTED MUNICIPAL SERVICES MASTER FEE SCHEDULE; TO PROVIDE FOR THE HEALTH, SAFETY, AND WELFARE OF THE GENERAL PUBLIC; TO ESTABLISH THE EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia, seek to provide for the health, safety, and welfare of the general public; and

WHEREAS, the Mayor and City Council of the City of Holly Springs, Georgia amend the fee schedule from time to time; and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the Mayor and City Council of the City of Holly Springs, Georgia, do hereby adopt the amended Municipal Services Master Fee Schedule as attached hereto as Exhibit “A”.

IT IS HEREBY FURTHER RESOLVED, by the Mayor and City Council of the City of Holly Springs, Georgia, that the amended Municipal Services Master Fee Schedule attached hereto as Exhibit “A,” shall be effective immediately.

This Resolution is adopted this 17th day of July 2023.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Amend the following:

Exhibit “A”

Local Legal Code	Category	Description	Permit Fee
§36-66C-5	Streamlining	Collocation	\$100
§36-66C-5	Wireless Facilities and Antennas	Replacement Pole	\$250
§36-66C-5	Wireless Facilities and Antennas	New Pole	\$1,000

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

STATE OF GEORGIA

COUNTY OF CHEROKEE

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR COHSTC TOWN HOMES EAST



LUEDER, LARKIN & HUNTER, LLC
ATTORNEYS AT LAW

5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
770-685-7000
www.luederlaw.com

TABLE OF CONTENTS

ARTICLE I.	DEFINITIONS.....	7
1.1.	Additional Property	7
1.2.	Association	7
1.3.	Board	7
1.4.	Builder	7
1.5.	Bylaws	8
1.6.	Common Property	8
1.7.	Community or COHSTC Town Homes East	8
1.8.	Community-Wide Standard.....	8
1.9.	Declarant	8
1.10.	Declaration	8
1.11.	Effective Date of this Declaration	8
1.12.	Eligible Mortgage Holder.....	8
1.13.	Limited Common Property.....	8
1.14.	Lot	9
1.15.	Mortgage	9
1.16.	Mortgagee or Mortgage Holder.....	9
1.17.	Occupant.....	9
1.18.	Owner	9
1.19.	Party Wall.....	9
1.20.	Person	9
1.21.	Supplemental Declaration	9
1.22.	Town Home	9
ARTICLE II.	PROPERTY SUBJECT TO DECLARATION	9
2.1.	Location and Description	9
2.2.	Additional Property	10
ARTICLE III.	DECLARANT RIGHTS	10
3.1.	Annexation of Additional Property	10
3.2.	Construction, Marketing and Sales	10
3.3.	Board of Directors	10
3.4.	Amendments.....	11
3.5.	Right to Notice of Claims.....	11
3.6.	Assignment and Termination of Declarant Rights	11
3.7.	Conveyance of Common Property	11
ARTICLE IV.	ASSOCIATION MEMBERSHIP AND VOTING RIGHTS	12

4.1.	Membership.....	12
4.2.	Voting.....	12
4.3.	Entity Members	12
ARTICLE V.	ASSOCIATION RIGHTS AND RESTRICTIONS.....	13
5.1.	Association Rights and Restrictions.....	13
ARTICLE VI.	ASSESSMENTS.....	14
6.1.	Purpose of Assessment	14
6.2.	Creation of the Lien and Personal Obligation for Assessments	14
6.3.	Uniform Rate of Assessment and Specific Assessments	14
6.4.	Computation of Operating Budget and Assessment.....	15
6.5.	Fiscal Year.....	15
6.6.	Reserve Budget and Reserve Account	15
6.7.	Special Assessments.....	16
6.8.	Capital Contribution Assessments (Initiation Fee)	16
6.9.	Commencement of Assessments	16
6.10.	Declarant's Obligation for Assessment.....	16
6.11.	Delinquent Assessments.....	17
6.12.	Statement of Account	18
ARTICLE VII.	ARCHITECTURAL CONTROLS	18
7.1.	Architectural Standards	18
7.2.	Architectural Control Committee.....	19
7.3.	Appeal	20
7.4.	LIMITATION OF LIABILITY.....	20
7.5.	No Waiver of Future Approvals	21
7.6.	Enforcement	21
7.7.	Commencement and Completion of Construction	22
7.8.	Condition of Approval.....	22
ARTICLE VIII.	USE RESTRICTIONS.....	22
8.1.	Residential Use.....	22
8.2.	Number of Occupants.....	23
8.3.	Vehicles and Parking.....	23
8.4.	Animals	25
8.5.	Fences.....	26
8.6.	Window Treatments	26
8.7.	Antennas and Satellite Dishes	26
8.8.	Abandoned Personal Property	26
8.9.	Use of Common Property.....	27
8.10.	Prohibition of Nuisance and Noise.....	27

8.11.	Firearms and Fireworks	28
8.12.	Signs	29
8.13.	Rubbish, Trash, and Garbage	29
8.14.	Unsightly or Unkempt Conditions	30
8.15.	Impairment of Town Homes and Easements	30
8.16.	Erosion Control	30
8.17.	Window Air Conditioners	30
8.18.	Property Identification Markers	30
8.19.	Subdivision of Lots	30
8.20.	Garage Sale.....	30
8.21.	Easements	30
ARTICLE IX.	LEASING	31
9.1.	Definition.....	31
9.2.	Leasing Provisions	31
9.3.	Leasing Administration Fee	33
9.4.	Applicability of this Article.....	33
ARTICLE X.	MAINTENANCE RESPONSIBILITY	33
10.1.	Association's Responsibility	33
10.2.	Owner's Responsibility	35
10.3.	Failure to Maintain	36
10.4.	Maintenance Standards and Interpretation	36
10.5.	Measures Related to Insurance Coverage	37
10.6.	LIMITATION OF LIABILITY	37
ARTICLE XI.	PARTY WALLS.....	38
11.1.	General Rules of Law to Apply.....	38
11.2.	Painting.....	38
11.3.	Repair, Replacement and Maintenance for Party Walls.....	38
ARTICLE XII.	EASEMENTS	39
12.1.	Easements for Use and Enjoyment.....	39
12.2.	Easements for Encroachment and Overhang.....	40
12.3.	Easements for Utilities	40
12.4.	Easement for Entry	41
12.5.	Easement for Construction and Sales	41
12.6.	Easement for Entrance Sign and Landscaping	42
12.7.	Fence Easement	42
12.8.	Drainage Easement.....	42
ARTICLE XIII.	SALE OF LOTS	43
13.1.	Grantor's Obligation for Notice	43

13.2.	Grantee's Obligation for Notice	43
ARTICLE XIV.	INSURANCE.....	43
14.1.	Hazard Insurance	43
14.2.	Liability Insurance and Directors' and Officers' Liability Insurance	44
14.3.	Premiums and Deductible on Association Policies	44
14.4.	Policy Terms.....	44
14.5.	Individual Lot Owner Insurance.....	45
14.6.	Insurance Deductible	46
14.7.	Termite Bond.....	46
ARTICLE XV.	REPAIR AND RECONSTRUCTION.....	46
15.1.	Insured Lost	46
15.2.	Cost Estimates	47
15.3.	Source and Allocation of Proceeds	47
15.4.	Plans and Specifications	47
15.5.	Encroachments	47
15.6.	Construction Fund	47
ARTICLE XVI.	MORTGAGEE'S RIGHTS	48
16.1.	Foreclosure	48
16.2.	Eligible Mortgage Holder.....	48
16.3.	Financial Statement	48
16.4.	Non-Impairment	48
16.5.	Notice to Association	49
ARTICLE XVII.	AMENDMENTS	49
17.1.	General	49
17.2.	Approval of Declarant	49
17.3.	Georgia Property Owners' Association Act.....	49
17.4.	Limitation Period.....	49
ARTICLE XVIII.	GENERAL PROVISIONS	49
18.1.	Enforcement	49
18.2.	Duration.....	51
18.3.	SECURITY	52
18.4.	Dispute Resolution	52
18.5.	No Discrimination	52
18.6.	Indemnification	53
18.7.	Eminent Domain.....	53
18.8.	Implied Rights	53
18.9.	Severability.....	53
18.10.	Conflicts	53

18.11.	Preparer	54
--------	----------------	----

LIST OF EXHIBITS

- EXHIBIT “A” - DESCRIPTION OF SUBMITTED PROPERTY
- EXHIBIT “B” - ADDITIONAL PROPERTY
- EXHIBIT “C” - BYLAWS

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND EASEMENTS FOR COHSTC TOWN HOMES EAST

THIS DECLARATION is made on the date first set below by STONECREST HOMES GA, LLC, a Georgia limited liability company (hereafter referred to as the “Declarant”).

W I T N E S S E T H

WHEREAS, Declarant is the owner of, or has the consent of the owner of, the real property described in Exhibit “A” attached hereto;

WHEREAS, Declarant intends to subject the real property described in Exhibit “A” attached hereto to the provisions of this Declaration to create a residential community and to provide for subjecting and annexing additional real property to the provisions of this Declaration; and

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit “A” attached hereto is subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged, and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth herein, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any part of the property subjected hereto, including their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of such property.

ARTICLE I. DEFINITIONS

1.1. Additional Property means the property described in Exhibit “B” attached hereto, which is incorporated herein by this reference.

1.2. Association means COHSTC Town Homes East Community Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

1.3. Board or Board of Directors means the elected body responsible for the management and operation of the Association.

1.4. Builder means any Person which purchases one or more Lots for the purpose of constructing a dwelling thereon for later sale to consumers in the ordinary course of such Person’s business and is designated in writing by Declarant as a Builder. Declarant shall have the unilateral right, in its sole discretion, to revoke such designation at any time and from time to time.

1.5. Bylaws mean the Bylaws of COHSTC Town Homes East Community Association, Inc., attached to this Declaration as Exhibit “C” and incorporated herein by this reference.

1.6. Common Property means any and all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners, or land adjacent thereto which is intended for the common use and enjoyment of the Owners, including without limitation:

- a. any park, open space, mail kiosk, and subdivision entrance areas and monuments; and
- b. any parking space in the Community that has not been designated to the use of a specific Lot or Owner (until such time as accepted by a municipality or other government agency).

1.7. Community or COHSTC Town Homes East means all property subjected and annexed to this Declaration.

1.8. Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board.

1.9. Declarant means Stonecrest Homes GA, LLC, a Georgia limited liability company, its successors or assigns; provided, however, any such successor or assign must be designated as the Declarant in a recorded document executed by the then current Declarant and filed in the Cherokee County, Georgia land records.

1.10. Declaration means this Declaration of Covenants, Conditions, Restrictions, and Easements for COHSTC Town Homes East.

1.11. Effective Date of this Declaration means the date that this Declaration of Covenants, Conditions, Restrictions, and Easements for COHSTC Town Homes East is recorded in the Cherokee County, Georgia land records.

1.12. Eligible Mortgage Holder means a holder of a first mortgage secured by a Lot who has requested notice of certain items under Article XVI of this Declaration.

1.13. Limited Common Property means any portion of the Common Property allocated for the exclusive use of one or more, but fewer than all, of the Town Homes or Lots. Additionally, any chute, flue, duct, wire, water line, sewer line, conduit, bearing wall, bearing column, fence,

driveway, walkway, steps, stoop, front walk, balcony, deck, patio, courtyard, air conditioning unit, doorstep, and utility box or other fixture or improvement located on the Common Property which serves only one Lot or Town Home, shall be a Limited Common Property allocated solely to that Lot, and any portions serving more than one Lot or Town Home, but less than all of the Lots or Town Homes, shall be Limited Common Property allocated proportionately to the Lots or Town Homes served. The Board from time to time by resolution may designate other fixtures and improvements as Limited Common Property.

1.14. Lot means a portion of the Community intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the Cherokee County, Georgia land records.

1.15. Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation against a Lot.

1.16. Mortgagee or Mortgage Holder means the holder of any Mortgage.

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

1.18. Owner means the record title holder of a Lot, whether one or more Persons, but shall not include a Mortgage Holder.

1.19. Party Wall means any wall built as part of the original construction of two or more Town Homes that is placed on the dividing line or platted lot line between such Lots of such Town Homes.

1.20. Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

1.21. Supplemental Declaration means an instrument recorded pursuant to Article III, Section 3.1 of this Declaration to annex and subject all or a portion of the Additional Property to the Declaration.

1.22. Town Home means the one single-family dwelling constructed or to be constructed on a Lot.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

2.1. Location and Description. The property subject to this Declaration is located in Land Lots 306 and 343 of the 15th District, 2nd Section, City of Holly Springs, Cherokee County,

Georgia and being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

2.2. Additional Property. All or a portion of the Additional Property may be annexed and subjected to this Declaration as set forth in Article III, Section 3.1 hereof.

ARTICLE III. DECLARANT RIGHTS

In addition to any other rights of the Declarant set forth in the Declaration or Bylaws, the Declarant reserves the rights included within this Article.

3.1. Annexation of Additional Property. Until all of the Additional Property described on Exhibit "B" has been annexed and subjected to this Declaration or twenty (20) years from the recording of this Declaration, whichever is first to occur, the Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the real property described in Exhibit "B." Such annexation shall be accomplished by recording a Supplemental Declaration describing the property to be annexed. Such Supplemental Declaration shall not require the consent of the Lot Owners but shall require the consent of the owner of the property to be annexed, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Nothing in this Declaration shall be construed to require the Declarant to acquire, annex, or develop any of the property described in Exhibit "B."

3.2. Construction, Marketing and Sales. Declarant and any Builder authorized by the Declarant may maintain and carry on without fee or charge upon the Common Property or any Lot owned by the Declarant such activities as, in the sole discretion of the Declarant, may be reasonably required, convenient, or incidental to the construction or improvement of the Lots or Common Property and the sale of the Lots, including, but not limited to, business offices, signs, model homes, construction trailers, and sales offices. In addition, if reasonably required, the Declarant and Builders may park vehicles in areas other than driveways or garages.

3.3. Board of Directors. The Declarant shall have the right to appoint and remove directors and officers of the Association until the earlier of the following to occur: (a) sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use; or (b) the voluntary surrender by Declarant, in writing, of the authority to appoint and remove the Association's directors and officers. In the event the Declarant voluntarily surrenders the authority to appoint and remove the Association's directors and officers, the Declarant shall thereafter retain the right to veto any action of the Board of Directors until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the

Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use.

3.4. Amendments. Until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use, any amendment to the Declaration or Bylaws must be approved in writing by the Declarant prior to becoming effective; and during such time, Declarant shall have the unilateral right to amend the Declaration from time to time without the approval of the Association members.

3.5. Right to Notice of Claims. No Person shall retain an expert for the purpose of inspecting the design or construction of any dwelling, structure, or improvement in the Community in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless Declarant has been first notified in writing and given an opportunity to meet with the Owner of the property to discuss the Owner's concerns and conduct its own inspection. Declarant reserves the right for itself and others it may designate to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Community, including the Lots and Common Property, and a perpetual easement of access through the Community for such purposes. No entry into a dwelling shall be permitted without the expressed consent of the Owner. Any Person exercising this right shall promptly repair, at such Person's expense, any damage resulting from the exercise thereof.

3.6. Assignment and Termination of Declarant Rights. Any and all special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred or assigned in whole or in part to any other Person, provided the transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the then Declarant and duly recorded in the Cherokee County, Georgia land records. Any and all rights and obligations of Declarant set forth in this Declaration or the Bylaws may also be terminated in whole or in part by Declarant pursuant to a written instrument signed by Declarant and duly recorded in the Cherokee County, Georgia land records. The rights of the Declarant set forth in the Declaration and the Bylaws shall only terminate in accordance with the provisions the Declaration or Bylaws, and shall not terminate by operation of law or otherwise.

3.7. Conveyance of Common Property. Declarant and its designees may convey or transfer, from time to time, to the Association improved or unimproved real property, or interest in real property, located within the properties described in Exhibit "A" or "B," personal property, and leasehold and other property interests. Such property shall be accepted by the Association "as is" and thereafter shall be maintained by the Association at its expenses for the benefit of the Owners, subject to the terms of this Declaration and any restrictions set forth in the deed or other instrument transferring such property to the Association. Declarant shall not be required to make

any improvements to the property conveyed to the Association, including, without limitation, dredging or removing silt from lakes or ponds. Upon written request of Declarant, the Association shall reconvey to Declarant any portions of the Community originally conveyed by Declarant or its designee to the Association without cost, to the extent (i) conveyed by Declarant or its designee in error; (ii) needed by Declarant or its designees to make adjustments in property lines; or (iii) reasonably determined by Declarant to be needed by Declarant due to changes in the overall scheme of development for the Community.

ARTICLE IV. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

4.1. Membership. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

4.2. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member's account balance has been paid in full and such member's vote shall not be counted for any purpose.

4.3. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner of the Lot. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

ARTICLE V.ASSOCIATION RIGHTS AND RESTRICTIONS

5.1. Association Rights and Restrictions. The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of any other right it may have, to:

(a) make and to enforce reasonable rules and regulations governing the use of the Lots, Town Homes, Common Property, and Limited Common Property;

(b) enforce the Declaration, Bylaws, and rules and regulations of the Association by imposing reasonable monetary fines and suspending use and voting privileges. These powers, however, shall not limit any other legal means of enforcing such documents or provisions by either the Association or, in an appropriate case, by an aggrieved Owner;

(c) grant permits, licenses, utility easements, and other easements, permits or licenses under, through or over the Common Property, including any Limited Common Property;

(d) enter into easement and cost-sharing agreement with other Persons that benefit and/or burden the Community pursuant to such terms as the Board deems reasonable;

(e) designate certain portions of the Common Property or other fixtures and improvements as Limited Common Property;

(f) the right of the Board of Directors to convey all or any portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership; provided, however, in the event such Common Property includes any portion of Limited Common Property, such written approval must be that of at least two-thirds (2/3) of the total vote of the Association membership and the Owner(s) of the Lot(s) that such Limited Common Property has been assigned; provided further, such written approval shall not be required for the Board to reconvey property to the Declarant in accordance with Article III, Section 3.7 of this Declaration;

(g) control, manage, operate, maintain, replace and, in the Board's discretion, alter or improve all portions of the Community for which the Association is assigned maintenance responsibility under this Declaration;

(h) deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation, or eminent domain, in accordance with the provisions of this Declaration; and

(i) represent the Owners in dealing with governmental entities on matters related to the Common Property, including the Limited Common Property.

ARTICLE VI. ASSESSMENTS

6.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. Assessments shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Association and the membership, and for expenses of the Association as provided within the Declaration, and as otherwise authorized by the Board.

6.2. Creation of the Lien and Personal Obligation for Assessments. Except as specifically provided herein, each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments and charges; (ii) special assessments pursuant to Section 6.7 of this Article; and (iii) specific assessments, including reasonable fines, pursuant to Section 6.3 of this Article.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment reasonable attorney fees actually incurred from any prior judgment, if any), shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The Board of Directors may, but is not obligated to, permit assessments to be paid in monthly, quarterly, or semi-annual installments. Other than the Declarant, no Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

6.3. Uniform Rate of Assessment and Specific Assessments. Annual assessments and special assessments shall be fixed at a uniform rate for all Lots for which assessments have commenced. Notwithstanding the above, the Board of Directors shall have the power to levy specific assessments against Lots pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board of Directors to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board of Directors shall have the power to levy specific assessments as follows:

(a) Any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; provided, however, except for expenses incurred in maintaining the Limited Common Property, which may be specifically assessed to the Owner or Owners to which the Limited Common Property has been assigned, nothing contained

in this subsection (a) shall permit the Board to specifically assess an Owner for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder.

(b) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the Lots or by the licensees or invitees of any Lot may be specifically assessed against such Lot, including, but not limited to, expenses and attorney's fees actually incurred by the Association in enforcing the Declaration, Bylaws or Association rules and regulations, regardless of whether or not an enforcement lawsuit has been filed.

(c) Other specific assessments, including fines, against an Owner and Owner's Lot deemed reasonable by the Board.

6.4. Computation of Operating Budget and Assessment. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated expenses of the Association for the upcoming new fiscal year and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, and (2) deliver a copy of the budget to each Owner at least thirty (30) days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of expenses on which the Board may base the annual assessment. The Board may, but is not obligated to, permit the annual assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the assessment shall become effective unless disapproved by the majority of the total vote of the Association membership at a meeting of the membership held prior to the beginning of the new fiscal year. Said meeting may be the annual meeting of the members if the annual meeting is held prior to the beginning of the new fiscal year or may be at a special meeting requested in accordance with the Bylaws.

If either (1) the membership disapproves the budget prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year. In the event the annual assessment is insufficient to cover the actual common expenses of the Association during any fiscal year, the Board of Directors, upon ten days notice to the members, may increase the annual assessment during such fiscal year to cover the shortfall.

6.5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

6.6. Reserve Budget and Reserve Account. The Board may prepare an annual or multi-year reserve budget which shall take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of the assets. The Board

may establish a reserve account for such expected repair or replacement costs, and may fund the reserve account from collected assessments. The reserve budget shall not operate as a limitation on the expenditures of funds in the reserve account, but, rather, the Board may spend funds in the reserve account as deemed reasonable by the Board.

6.7. Special Assessments. The Board may levy a special assessment against all Lots for which assessments have commenced to pay the costs of any improvement or repair on the Common Property, or for any other purpose as determined by the Board; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied in one fiscal year to exceed the amount of the annual assessment in effect in such fiscal year must be approved by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Association members holding at least a majority of the total eligible votes of the Association and the consent of the Declarant so long as the Declarant owns any Lot. A special assessment may be required to be paid during the fiscal year, or alternatively, upon the approval of the Board of Directors, may be paid over a set number of years.

6.8. Capital Contribution Assessments (Initiation Fee). Upon the conveyance of ownership of a Lot to any Person other than Declarant or a Builder, including all resales, a capital contribution assessment (an initiation fee) shall become due and payable to the Association by each new Owner. The amount of the capital contribution assessment shall be set by the Board of Directors at any time during the year in which this Declaration is recorded. Thereafter, prior to the beginning of each new fiscal year, the Board of Directors may determine the amount of the capital contribution assessment for the upcoming new fiscal year. In the event the Board does not determine the amount of the capital contribution assessment prior to the beginning of the next fiscal year, then the capital contribution assessment amount in effect at such time shall, by default, continue for the next fiscal year. The initiation fee shall not be deemed to be an advance payment of any assessment and may not be paid in lieu of any assessment. The initiation fee shall be the personal obligation of the new Owner and shall constitute a lien against the Lot. Notwithstanding anything to the contrary herein, no initiation fee shall be due as a result of a conveyance of a Lot to an Owner's spouse, a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal.

6.9. Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the date of the first conveyance of ownership of such Lot for which a certificate of occupancy has been issued to any Person not constituting Declarant or a Builder, or the actual occupancy for residential purposes of the Lot for which a certificate of occupancy has been issued, whichever is first to occur. The use of a Lot as a model home by Declarant or a Builder shall not constitute occupancy for residential purposes.

6.10. Declarant's Obligation for Assessment. Declarant and Builders shall not be liable for the payment of any assessments, including annual, special or specific assessments, on their unsold Lots. However, Declarant may, but shall not be obligated to, elect to contribute to the

Association on an annual basis the difference between the amount of assessments levied on the Lots subject to assessments and the amount of the Association's actual expenditures during the fiscal year (a "Subsidy"). Any Subsidy may be treated, in the Declarant's sole discretion, as either a voluntary contribution or a loan from the Declarant to the Association. Notwithstanding any language to the contrary herein or the Bylaws, any loan from Declarant to the Association shall not require the approval of the members of the Association. A Subsidy may be evidenced by one or more promissory notes from the Association in favor of the Declarant. The execution by the Board of such promissory note or notes from the Association in favor of the Declarant shall not constitute a conflicting interest transaction. The payment of a Subsidy in any fiscal year shall under no circumstances obligate Declarant to continue payment of a Subsidy in future years.

6.11. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessment, fine, or charge is not paid in full within ten (10) days of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid or such higher amount as may be authorized by law, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum or such higher amount as may be authorized by law, shall accrue from the due date.

(b) If partial payment of an assessment, fine, or charge is made, the amount received may be applied by the Board, in respective order, to post-judgment attorney's fee from any prior judgment, if any, then to costs and attorney's fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments.

(c) If an assessment, fine, or charge due from an Owner remains delinquent and unpaid for more than thirty (30) days from the date due, then a notice of delinquency may be given to that Owner stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that owner's unpaid installments of the assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the assessment in installments, unless reinstated in the Board's discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an owner for unpaid assessments and charges.

(d) If an assessment, fine, or charge remains unpaid more than sixty (60) days after the due date, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Georgia law, including reasonable attorney's fees actually incurred (and including post-judgment reasonable attorney's fees actually incurred from any prior judgment, if any).

(e) A member's right to vote and right to use the Common Property shall automatically be suspended without notice during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter or use the Common Property until the member's account balance has been paid in full.

(f) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, shall have the right to suspend utilities or other services to the Lot paid for as a common expense by the Association, if any. Any costs incurred by the Association in discontinuing and/or reconnecting any service, including reasonable attorney's fees actually incurred, shall be an assessment against the Lot. The utilities or other services shall not be required to be restored until all amounts owed by the Owner have been paid in full and the expenses to disconnect and/or reconnect the utilities or other services have been paid in full. An Owner whose utility or service has been suspended hereunder shall not be entitled to use any such utility or service from any source, and any such unauthorized use shall be considered a theft of services.

6.12. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

ARTICLE VII. ARCHITECTURAL CONTROLS

7.1. Architectural Standards. No Owner, Occupant, or any other Person, except the Declarant, may make any exterior change, alteration, modification (including exterior painting), or construction on a Lot, the Town Home, or the Common Property, including the Limited Common Property, nor erect, place or post any thing or object which may affect the appearance of a Lot, the Town Home, or the Common Property, including the Limited Common Property (including, but not limited to, any fence, playground equipment, light (except for reasonable seasonal decorative lights displayed on the Owner's Lot or Town Home between October 1 and January 15), basketball goal, storm door, exterior sculpture, or fountain), nor place any object in any window which is visible from the exterior of a Town Home, without first obtaining the written approval of the Architectural Control Committee ("ACC").

The standard for approval of all improvements hereunder shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or design standards which may be adopted by the ACC, (4) harmony

with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding dwellings, structures and topography, and (5) any other matter deemed to be relevant or appropriate by the ACC.

Applications for approval of any such architectural modification shall be in writing and shall provide such information as the ACC may reasonably require. If the ACC fails to approve, conditionally approve, or to disapprove such application within forty-five (45) days after the application and such information as the ACC may reasonably require shall have been submitted, its approval will not be required and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

The ACC shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The Association, acting through the Board, shall be entitled to stop any construction or modification which is not in conformance with approved plans. The ACC may publish design standards for exterior alterations or additions, and any request in compliance therewith shall be approved.

This Article, including, but not limited to, the requirement to obtain ACC approval, shall not apply to the activities of the Declarant, including, but not limited to, any activity performed by or on behalf of the Declarant.

7.2. Architectural Control Committee.

(1) Until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting Declarant or a Builder for residential use, the Declarant shall be the sole member of the ACC and shall have the exclusive authority to administer and enforce architectural controls under this Article. Declarant's rights under this Article may be assigned in whole or in part. The Declarant shall further have the right, but not the obligation, to establish subcommittees to exercise any right granted to Declarant hereunder.

(2) Upon the expiration of Declarant's authority to control architectural review for the Community, the Board of Directors shall appoint the members of the ACC. The ACC shall thereafter constitute a standing committee of the Association, and the ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. The chairperson of the ACC shall be a Board member. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot for which an application has been submitted for approval. The Owner of any such Lot shall be responsible for paying the full costs of each review, whether or

not the submitted application is approved by the ACC, and the ACC may require payment of all such costs prior to approval of the application. The ACC also may charge reasonable fees to cover the cost of review or inspections performed hereunder. At any time during the review process, so long as the Declarant or a Builder owns any property described in Exhibit "A" or has the unilateral right to annex Additional Property to this Declaration, the Declarant shall have the power to veto any decision taken by the ACC.

7.3. Appeal. In the event the ACC disapproves any application or part thereof, an Owner shall have the right to appeal the ACC's decision to the Board of Directors. Such appeal must be in writing, contain all information the Owner would like the Board to consider, and be mailed to the Association by certified mail, return receipt requested. The Board shall rule on the appeal within thirty (30) days of receiving written notice requesting an appeal from the Owner. If the Board fails to render a decision on such appeal within thirty (30) days after the appeal and such information as the Board may reasonably require shall have been received, the ACC's decision shall be deemed overturned and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances.

In ruling on the appeal, the Board shall consider all relevant materials presented to it by either the Owner or the ACC, the decision of the ACC, and the application of the Owner to the ACC. The Board of Directors shall have the final authority to approve, disapprove, or conditionally approve or disapprove the appeal of the Owner. If the Board does not receive written notice from the Owner by certified mail requesting an appeal within fourteen (14) days from the date of the ACC's notice to the Owner of its decision, the decision of the ACC shall become final and all rights of appeal shall terminate.

All decisions of the Declarant-controlled ACC shall be final, and there shall be no appeals of decisions of the Declarant-controlled ACC.

7.4. LIMITATION OF LIABILITY. REVIEW AND APPROVAL OF ANY APPLICATION PURSUANT TO THIS ARTICLE MAY BE MADE ON ANY BASIS, INCLUDING SOLELY THE BASIS OF AESTHETIC CONSIDERATIONS, AND NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD, THE ACC, NOR ANY MEMBER OF THE FOREGOING SHALL BEAR ANY RESPONSIBILITY FOR ENSURING THE DESIGN, QUALITY, STRUCTURAL INTEGRITY OR SOUNDNESS OF APPROVED CONSTRUCTION OR MODIFICATIONS, NOR FOR ENSURING COMPLIANCE WITH BUILDING CODES, ZONING REGULATIONS AND OTHER GOVERNMENTAL REQUIREMENTS. NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD, THE ACC, OR ANY MEMBER OF ANY

OF THE FOREGOING SHALL BE HELD LIABLE FOR ANY INJURY, DAMAGES OR LOSS ARISING OUT OF THE MANNER, DESIGN, OR QUALITY OF CONSTRUCTION ON OR MODIFICATIONS TO ANY LOT, NOR MAY ANY ACTION BE BROUGHT AGAINST THE DECLARANT, ASSOCIATION, THE BOARD, THE ACC, OR ANY MEMBER THEREOF, FOR ANY SUCH INJURY, DAMAGE, OR LOSS. NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD, THE ACC, NOR ANY MEMBER THEREOF, SHALL BE LIABLE TO ANY PERSON FOR ANY REASON WHATSOEVER FOR ANY INJURIES OR DAMAGES WHATSOEVER RELATING IN ANY WAY TO THE APPROVAL, DISAPPROVAL, CONDITIONAL APPROVAL, OR THE FAILURE TO APPROVE OR DENY ANY APPLICATION SUBMITTED TO IT PURSUANT TO THE TERMS OF THIS ARTICLE.

7.5. No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board and the ACC will change from time to time and that interpretation, application, and enforcement of the architectural standards may vary accordingly. The approval of the Declarant, the Board or the ACC of any proposals, plans, and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Declarant, the Board or the ACC, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

7.6. Enforcement. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, the design guidelines or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Declarant or the Board, a violating Owner shall, at the Owner's sole cost and expense, remove such nonconforming construction, alteration, or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Declarant, the Board or their designees shall have the right, in addition to all other available remedies, to enter the property, remove the violation and restore the property, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees actually incurred, may be assessed against such Lot, regardless of whether or not litigation is filed.

In addition to the above, the Board shall have the authority and standing, on behalf of the Association, to impose reasonable fines and to pursue all legal and equitable remedies available to enforce the provisions of this Article and its decisions or those of the ACC. All costs of any such action, including reasonable attorney's fees actually incurred, may be assessed against such Lot. Furthermore, the Board shall have the authority to record in the Cherokee County, Georgia land

records notices of violation of the provisions of this Article. The Board may also pursue any other enforcement option set forth in this Declaration.

7.7. Commencement and Completion of Construction. All improvements approved by the ACC hereunder must be commenced within ninety (90) days from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. Additionally, except with written ACC approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the ACC hereunder shall be completed within ninety (90) days of commencement. If the work is not completed within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for completing the work. This Section shall not apply to any construction or modification performed by or on the behalf of the Declarant.

7.8. Condition of Approval. As a condition of approval for a requested architectural change, modification, addition, or alteration, an Owner, on behalf of himself or herself and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance of such change, modification, addition, or alteration, unless otherwise agreed to in writing by the Board. It is the responsibility of every Owner of a Lot to determine for himself or herself what architectural modifications have been made to his or her Lot by any predecessor-in-interest. In the discretion of the Board, an Owner may be made to verify such condition of approval by written instrument in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

ARTICLE VIII. USE RESTRICTIONS

Each Owner of a Lot shall be responsible for ensuring that the Owner's family, guests, tenants, and Occupants comply with all provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Furthermore, each Owner and Occupant shall always endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Owner's family, guests, tenants, or Occupants, the Association may take action under this Declaration against the Owner as if the Owner committed the violation in conjunction with the Owner's family, guests, tenants, or Occupants.

8.1. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within that dwelling so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (2) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers, or other business invitees; provided, however, this

provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (3) the business activity conforms to all zoning requirements for the Community; (4) the business activity does not increase traffic in the Community; (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (6) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Article. Further, the activities of the Declarant or any Builder, or any Person acting on behalf of Declarant or any Builder, shall not be subject to this Section.

8.2. Number of Occupants.

(a) The maximum number of occupants in a Town Home on a Lot shall be limited to two (2) people per bedroom in the Town Home as originally constructed. "Occupancy," for purposes hereof, shall be defined as staying overnight in a Town Home for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

(b) If an Owner of a Lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the natural person(s) who will occupy the Town Home on the Lot. The designated person(s) to occupy the Town Home may not be changed, added to, or modified more frequently than once every twenty-four (24) months without the written approval of the Board of Directors, who may deny such request in its sole discretion.

8.3. Vehicles and Parking. No Owner or Occupant may keep more than a reasonable number of vehicles per Lot at any time. The Board may adopt reasonable rules limiting the number of vehicles which may be parked on a Lot and such other reasonable rules governing the parking of vehicles within the Community, including guest parking. Vehicles may only be parked in

garages, driveways or other areas authorized in writing by the Board. Vehicles shall not be parked on any lawn, yard, or street; provided, however, the Board shall be authorized, but not required, to adopt rules and regulations permitting temporary parking of vehicles on the street.

Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible. Vehicles shall not be parked in a driveway unless and until the maximum number of vehicles are parked in the garage.

Disabled and stored vehicles are prohibited from being parked in the Community except in garages. For purposes of this Section, a vehicle shall be considered “disabled” if it does not have a current license tag or is inoperable. A vehicle shall be considered “stored” if it remains in a location, other than in a garage, without prior written Board permission, for fourteen (14) consecutive days or longer or if it is covered for more than two (2) consecutive days with a car cover or tarp.

Boats, trailers, trucks with a load capacity of one (1) ton or more, full-size vans (excluding minivans or utility vehicles used as passenger vehicles), recreational vehicles (RV’s and motor homes), vehicles used primarily for commercial purposes and containing visible evidence of commercial use (such as tool boxes or tool racks), and vehicles with commercial writings on their exteriors are prohibited from being parked in the Community, except in garages or other areas designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on a Lot or the Common Property during normal business hours for the purpose of serving the Lot or the Common Property; provided, that, without the written consent of the Board, no such vehicle shall be authorized to remain on a Lot or the Common Property overnight or for any purpose except serving a Lot or the Common Property.

If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association’s rules and regulations, the Board may send a notice to the vehicle owner or user, or place a notice on the vehicle, specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation and shall include the name and telephone number of the person or entity which will do the towing or booting. If twenty-four (24) hours after such notice is placed on the vehicle, or three (3) days after the notice has been sent to the owner, the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner’s or Occupant’s Lot or Town Home, is obstructing the flow of traffic, or otherwise creates a

hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed or booted in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

The activities of the Declarant or any Builder, or any Person acting on behalf of Declarant or any Builder, shall not be subject to this Section.

8.4. Animals. No Owner or Occupant may keep any animals other than a reasonable number of generally recognized household pets on any portion of the Community. No Owner or Occupant may keep, breed or maintain any animal for any commercial purpose. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors in unfenced areas. Dogs may not be left unattended while leashed or tethered to any post, tree, or object. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on a Lot without prior written ACC approval.

Feces left by any animal on the Common Property, on any Lot, or in any Town Home, including the animal owner's Lot or Town Home, or anywhere in the Community must be removed promptly by the owner of the animal or the person responsible for the animal. Fines may be imposed to enforce this provision.

No potbellied pigs, chickens, or livestock may be brought into or kept in the Community at any time. No dog determined in the sole discretion of the Board to be a dangerous dog may be brought into or kept in the Community at any time by any Lot Owner, Occupant, or guest of an Owner or Occupant. Any animal which endangers the health or safety of any Owner or Occupant of any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the Board's sole discretion, must be permanently removed from the Community upon seven (7) days written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may remove the animal and/or obtain a court order requiring the Owner or Occupant to do so. Any animal which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the animal's owner.

ANY OWNER OR OCCUPANT WHO KEEPS OR MAINTAINS ANY ANIMAL ON ANY PORTION OF THE COMMUNITY SHALL BE DEEMED TO HAVE INDEMNIFIED AND AGREED TO HOLD THE ASSOCIATION, ITS DIRECTORS, OFFICERS, AND AGENTS FREE AND HARMLESS FROM ANY LOSS, CLAIM OR LIABILITY OF ANY KIND OR CHARACTER WHATEVER ARISING BY REASON OF KEEPING OR MAINTAINING SUCH ANIMAL WITHIN THE COMMUNITY.

8.5. Fences. No chain link fence or cyclone fences may be placed in the Community, except by the Declarant. All fences, except those installed by or on behalf of the Declarant or the Association, must first be approved by the ACC before the commencement of any installation of the fence. The ACC shall have the authority to approve, conditionally approve, or disapprove such request for any reason, including, but not limited to, aesthetic considerations, the location of the fence or Town Home to surrounding dwellings, structures, or topography, existing use of the Common Property, and any other matter deemed to be relevant or appropriate by the ACC. All Owners understand and agree that certain Owners' request may be approved and certain Owners' request may be denied based upon these considerations, and no Owner or other Person may bring any action against the Declarant, the Association, the Board, the ACC, or any director, officer, employee, agent, or member thereof relating directly or indirectly to the approval or disapproval of such a request.

8.6. Window Treatments. Unless otherwise approved in writing by the Board and except for Town Homes owned by Declarant or a Builder, all windows in a Town Home that face toward the street, except foyer or architectural windows, shall have window treatments, and any portion of any window treatment in a Town Home that is visible from outside of the Town Home shall be white or off-white in color. The ACC is authorized to adopt guidelines for additional permissible window treatments, including, but not limited to, window treatments made of wood. Sheets, blankets, towels, flags, and other such items shall not be placed in any window or in any way used as window treatments.

8.7. Antennas and Satellite Dishes. No transmission antenna of any kind may be erected anywhere in the Community without written approval of the ACC. No satellite dish, direct broadcast satellite (DBS) antenna, or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the Community, including a Lot. Satellite dishes and DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed to the rear of the Lot in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Community, whether attached to a Town Homes or structure or otherwise.

8.8. Abandoned Personal Property. Personal property is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Property without prior written Board permission. Neither the Declarant, the Association, nor any director, officer nor agent thereof shall be liable to any Person for any claim of damage resulting from the removal and/or discard of the personal property after such twenty-four (24) hour period.

8.9. Use of Common Property. There shall be no obstruction of the Common Property, nor shall any vehicle or anything else be kept, parked or stored on the streets and drives within the Community without prior approval of the Board. No Owner or other Person shall make any modification to or alteration of the Common Property without the prior written approval of the Board.

With prior written Board approval, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Property for use for a period of time as set by the Board. The Board is authorized to charge a fee in an amount to be determined by the Board to the Owner for such reservation. Any such Owner or Owners who reserve a portion of the Common Property hereunder shall assume, on behalf of himself/herself/themselves and his/her/their guests, Occupants and family, all risks associated with the use of the Common Property and all liability for any damage or injury to any person or thing as a result of such use. Neither the Declarant, the Association, nor any director, officer or agent thereof shall be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Declarant, the Association, or their respective agents or employees.

The activities of the Declarant, a Builder, and/or the Association, or any Person acting on behalf of the Declarant, a Builder, and/or the Association, shall not be subject to this Section.

8.10. Prohibition of Nuisance and Noise. Noxious, destructive, offensive, or unsanitary activity shall not be carried on within the Community. No Lot Owner or Occupant may use or allow the use of the Lot or any portion of the Community at any time, in any way, which may endanger the health or property of other Occupants, unreasonably annoy, disturb or cause embarrassment or discomfort to other Owners or Occupants, or, in the Board's discretion, constitute a nuisance. The intention of this provision is to grant the Association and aggrieved Owners and Occupants a right of redress for actions, activities or conduct which unreasonably disturbs or impairs the peaceful and safe enjoyment of the Community. In this regard, specific unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

(a) Any screaming, shouting, excessively loud talking, whistling, or playing of music or television if such conduct can be heard in the normal course of activities in any other Town Home;

(b) Any fighting, raucous behavior, or insobriety if such conduct can be heard in any other Town Home;

(c) The use of any alarm, equipment, or device, mechanical or otherwise, which creates or produces excessively loud sounds or any vibrations at any time if such sounds can be heard or vibrations felt in the normal course of activities in any other Town Home;

(d) Any threatening or intimidating conduct towards any resident, guest, or pet in the Community;

(e) Any conduct which, in the Board's reasonable discretion, creates any danger or risk of injury to others or damage to property or which creates any threat to health or safety of any other resident or pet;

(f) Any excessively loud play or playground activities at any time if such conduct can be heard in the normal course of activities in any other Town Home;

(g) Any consistent dog barking that can be heard in the normal course of activities in any other Town Home;

(h) Any conduct which creates any noxious or offensive odor at any time if such odors can be detected in the normal course of activities in any other Town Home;

(i) Any similar action or activity which interferes with the peaceful use and enjoyment of other Town Homes or the Common Property by any Owner, member of the Owner's family, guests, invitees, or Occupants; or

(j) Any construction or similar activities, other than construction activities of or on behalf of the Declarant or a Builder, which can be heard in other Town Homes outside the hours of 7:30 a.m. and 7:30 p.m. Monday through Friday and 9:00 a.m. and 6:00 p.m. Saturday.

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator of this Section. The Board may, in its discretion, require any aggrieved Owner or Occupant to seek redress personally against the violator before the Association intervenes and commences enforcement action hereunder; provided, further, due to the general nature of violations of this Section, the Board may, in its discretion, elect that the Association not intervene or enforce this Section. No claim for any loss, damage or otherwise, and no defense of selective, arbitrary, or capricious enforcement, shall exist for any Person as a result of any decision by the Board not to enforce this Section.

8.11. Firearms and Fireworks. The display or discharge of firearms within the Community is prohibited; provided, however, that the display or discharge of lawful firearms within the Community is permitted by law enforcement officers. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size. The use of fireworks within the Community is prohibited. The term "fireworks" shall include those items as listed in

Georgia Code Section 25-10-1. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take any action to enforce this Section.

8.12. Signs. Except as may be required by legal proceedings, no signs, advertising posters or billboards of any kind shall be erected, placed, or permitted to remain in the Community without the prior approval of the Board or its designee, except that two (2) professional security signs not to exceed ten inches (10”) by ten inches (10”) each in size may be displayed on a Lot or from within a Town Home on a Lot and one (1) professionally lettered “For Sale” sign not to exceed two feet (2’) by two feet (2’) in size may be displayed on a Lot or from within a Town Home on a Lot being offered for sale. The Board shall have the right to erect reasonable and appropriate signs on the Common Property on behalf of the Association. The Board also shall have the authority to adopt regulations permitting temporary signs on Lots announcing open houses, births, birthdays or other events for limited periods of time. No “For Lease” sign or political sign shall be allowed on a Lot or within a dwelling which is visible from the exterior of the dwelling without the approval of the Board. No “For Sale” signs or directional signs shall be permitted on the Common Property without the approval of the Board. This Section shall not apply to the Declarant, or its agents or designees.

8.13. Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Lot, dwelling, and Common Property, and shall not be allowed to accumulate on a Lot, the Common Property, or in a dwelling. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. Trash cans shall only be brought to the curb the night prior to day for trash collection, and shall be removed from the curb no later than the night of trash collection. At all other times, trash cans shall be stored in the garage or such other areas as may be designated by the Board. The Board may establish additional rules and regulations regarding the storage location of trash bags, trash cans, and receptacles and the placement of same for pick-up. No organic material shall be buried anywhere in the Community. This Section shall not apply to the Declarant, or its agents or designees.

The Association shall have the right, but not the obligation, to designate and contract with a private trash removal company on behalf of all Owners and Occupants in the Community to pick up all usual and customary household trash and recycling on a regular basis. In the event the Association enters into a contract with a private trash removal company as provided above, all charges for usual and customary trash collection and recycling shall be assessed to each Lot equally as part of the annual assessment in accordance with Article VI hereof. If an Owner, for any reason, refuses trash collection and recycling service provided by the Association, such Owner shall nevertheless be obligated to pay the full amount of the annual assessment.

Should there be a need for extraordinary pick-ups at an Owner’s Lot, including, without limitation, removal of used appliances or other large, bulk items, and such additional charges are incurred by the Association, the Association may specifically assess the Owner these charges and collect as provided for herein for the collection of assessments.

All community trash removal and recycling shall be subject to such reasonable rules and regulations as the Board of Directors may adopt, including without limitation, the designation of a particular trash pick-up day throughout all or a portion of the Community.

8.14. Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community, except in a Town Home or garage with the garage door shut. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Town Home. Only appropriate outdoor items, such as neatly stacked firewood, patio furniture, grills, and similar items may be kept outside of a Town Home. Woodpiles should not be visible from the street. The Board of Directors shall have the authority to adopt reasonable rules and regulations governing the placement of items outside of a Town Home. Further, reasonable decorations, in the Board's sole discretion, shall be permitted outside of a dwelling, subject to such rules and regulations, if any, adopted by the Board. This Section shall not apply to the Declarant, or its agents or designees.

8.15. Impairment of Town Homes and Easements. An Owner shall not undertake any act or work that will impair the structural soundness or integrity of a Town Home or impair any easement, nor do any act nor allow any condition to exist which will adversely affect other Lots or their Owners or Occupants.

8.16. Erosion Control. No activity which may create erosion or siltation problems anywhere in the Community shall be undertaken, except construction activities undertaken by or on behalf of Declarant.

8.17. Window Air Conditioners. No air conditioning unit or units shall be installed in any window of any Town Home.

8.18. Property Identification Markers. The Declarant and the ACC shall have the right to approve the location, color, size, design, lettering and all other particulars of property identification markers.

8.19. Subdivision of Lots. No Lot may be subdivided into a smaller Lot without the written consent of the Declarant.

8.20. Garage Sale. No garage sale, yard sale, or similar activity shall be conducted in the Community without prior approval of the Board. The Board may additionally permit Community garage sale or yard sale days.

8.21. Easements. All property subjected to this Declaration shall be subject to those easements, if any, set forth on any recorded plat thereof.

ARTICLE IX. LEASING

9.1. Definition. “Leasing,” for purposes of the Declaration, is defined as the regular, exclusive occupancy of a Lot by any person or persons other than the Owner; provided, however, leasing shall not include occupancy by the spouse, child or parent of an Owner and shall not include the occupancy by a roommate of an Owner who occupies the Lot as such Owner’s primary residence.

9.2. Leasing Provisions. Leasing of Lots shall be governed by the following provisions:

(a) Notice. At least fifteen (15) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees. Nothing contained in this Section shall permit the Board to approve or deny a lessee.

(b) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least one (1) year unless otherwise approved in writing by the Board. Short-term rentals, transient tenants, and any other service utilized to temporarily rent or lease Lots as accommodations to guests or tenants (for example, Airbnb, HomeAway, VRBO, or other similar services) are expressly prohibited. Such prohibition applies whether or not the Owner resides at the Town Home. The Lot Owner must provide the lessee copies of the Declaration, Bylaws, and Association rules and regulations.

(c) Liability for Assessments and Compliance with Declaration, Bylaws, and Rules and Regulations. Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into a lease by existence of this covenant on the Lot. Any lessee, by occupancy of a Lot under the definition of “leasing” stated herein, agrees to the applicability of this covenant and incorporation of the following language into the lease.

(i) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges which become due as a consequence of lessee’s activities, including, but not limited to, activities which violate provisions of the

Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Lot Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Additionally, when a Lot Owner who is leasing his or her Lot fails to pay any assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Lot Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon demand by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges, as lawfully determined and made payable during the remaining term of the lease and any other period of occupancy by lessee following such demand. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's demand to pay assessments or other charges to the Association, lessee shall be personally obligated to pay to the Association all late charges, fines, interest, and costs of collection, including, but not limited to, reasonable attorney's fees actually incurred, to the same extent lessee would be required to make such payments to the Association if lessee were the Owner of the premises during the term of the agreement and any other period of occupancy by lessee, and including all amounts paid by lessee to lessor following the date of such demand from the Board.

(ii) Compliance with Declaration, Bylaws, and Rules and Regulations. Lessee shall abide by and comply with all provisions of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto and shall control the conduct of all other occupants and guests in order to insure compliance with the foregoing. Lessee acknowledges that the violation by lessee or any occupant living with lessee of any provision of the Declaration, Bylaws, or rules and regulations adopted thereunder shall constitute a default under this lease. Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto. If the lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule and regulation for which a fine is imposed, such fine may be assessed against the lessee and/or the Owner; provided, however, if a fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Board of the lessee's failure to do so. Unpaid fines shall constitute a lien against the Lot. Any lessee charged with a violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the lessee

for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the irrevocable power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

(iii) Use of Common Property. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities and other amenities, if any; provided, however, the Owner shall retain the right to use the Common Property for ingress and egress to and from the Owner's Lot.

9.3. Leasing Administration Fee. The leasing of Lots in the Community creates administrative burdens for the Association, including, but not limited to, updating the Association's records and ensuring compliance with this Article. Any Owner who leases a Lot will be required to pay the Association an annual Leasing Administration Fee. The initial Leasing Administration Fee shall be one hundred and fifty dollars (\$150.00) per year. The Board of Directors, in its sole discretion, and from time to time, may increase or decrease the annual Leasing Administration Fee.

9.4. Applicability of this Article. This Article shall not apply to any leasing transaction entered into by or on behalf of the Declarant or the Association.

ARTICLE X. MAINTENANCE RESPONSIBILITY

10.1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping, grass areas, paving, mail kiosk, and other improvements situated on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve only the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies. The Association shall maintain the detention/retention ponds and entry areas that serve the Community; provided, however, in the event the Association enters into a cost-sharing agreement or other agreement with another Person relating to the detention/retention ponds, such detention/retention ponds shall be maintained pursuant to the terms of such agreement. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto.

The Association shall also maintain and keep in good repair all landscaping installed by or on behalf of the Declarant or the Association within the Community, whether located on a Lot or

Common Property, which shall consist of and be limited to: (i) mowing, edging, weeding, trimming, and keeping any planting beds in good condition and free of weeds; (ii) watering of all landscaping and paying for all costs connected therewith; (iii) maintaining any irrigation system and all components of same; (iv) replacement of any dead vegetation; (v) replacement of pine straw/ground cover on a schedule as determined by the Board; and (vi) the adjustment and setting of the irrigation system and its automatic timers. Notwithstanding the foregoing, in the event a fence is installed on an Owner's Lot or on Limited Common Property assigned to an Owner's Lot, the Owner of such Lot shall be responsible for the maintenance of all landscaping located within the enclosed area; provided, however, the Association may maintain the landscaping located within such enclosed areas if the Board determines that it would be in the best interest of the Association and Community to do so, and in such event, the Owner shall provide the Association with access to such enclosed area(s).

The Association's maintenance shall specifically exclude the following, all of which shall be the responsibility of the Owner: (i) driveways, walkways, and front walks providing access to a Town Home or Lot; (ii) landscaping within any patio, planter, or courtyard, if any; (iii) all portions of the heating and air conditioning system serving the Town Home or Lot, including the compressor and any vents, electrical lines or other pipes or lines related thereto, whether or not located on the Owner's Lot; (iv) any pipe, line, conduit, structure, or other apparatus serving only one (1) Lot, whether or not located on the Owner's Lot; (v) utility boxes serving an Owner's Lot and Town Home; (vi) any landscaping located within any fenced area on a Lot or Limited Common Property, unless assumed by the Association as provided above; (vii) any additional landscaping installed by or on behalf of an Owner; and (viii) tree roots, including, but not limited to, tree roots entering into or otherwise affecting a pipe, line, conduit, structure, or other apparatus serving only one (1) Lot.

If, during the course of performing any maintenance required herein, the Association discovers that maintenance, repair, or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair, or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense without prior notice to the Owner.

The Association, acting through the Board, may, but shall have no obligation to, make improvements, changes and/or alterations to the Common Property and those portions of the Lots that the Association maintains. This includes, but is not limited to, removal and/or addition of landscaping and hardscape, addition of parking areas, and changing of the topography of the Lots and Common Property, including the Limited Common Property.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property or any other area within the Community by an Owner or Occupant which is the Association's responsibility hereunder shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to

reimbursement from the Association even if the Association accepts the maintenance or repair. Additionally, in the event an Owner or Occupant performs such maintenance or repair, the Association may require the Owner or Occupant to restore such property to substantially the same condition as it existed prior to such maintenance or repair or may fine the Owner or Occupant in accordance with the terms of this Declaration.

If the Board determines that the need for maintenance or repair is in those portions of the Community for which the Association is obligated to maintain and is caused through the actions or inactions of any Owner or Occupant, or his or her family, guests, lessees or invitees, then the Association may assess the cost of any such work against the Owner and the Owner's Lot.

10.2. Owner's Responsibility. Except as specifically provided in Section 10.1 above, each Owner shall maintain and keep in good repair, condition, and order the Owner's Lot, the Town Home located on such Owner's Lot, the Limited Common Property assigned to the Owner's Lot, and all structures located on such Owner's Lot and Limited Common Property assigned to the Owner's Lot. Without limiting the generality of the foregoing, each Owner is specifically responsible for: (i) the roof of the Owner's Town Home, which shall include the shingles, flashing, felt, roof decking and trusses; (ii) gutters and downspouts serving the Owner's Town Home; (iii) all portions of any balcony, deck, porch, stoop, or patio serving the Owner's Town Home, including surfaces, railings, steps, stairs, supports, and structures of same, and all dividing fences or structures between any balcony, deck, porch, or patio; (iv) all exterior surfaces of the Owner's Town Home, including any siding, brick, and trim; (v) all windows, window cases, window frames, window sills, glass surfaces, hardware, and caulking; (vi) all doors, garage doors, doorframes, glass surfaces, and hardware; (vii) shutters, columns, and pediments; (viii) driveways, walkways, and front walks providing access to a Town Home or Lot; (ix) landscaping within any patio, planter, or courtyard, if any; (x) all portions of the heating and air conditioning system serving the Town Home or Lot, including the compressor and any vents, electrical lines or other pipes or lines related thereto, whether or not located on the Owner's Lot; (xi) any pipe, line, conduit, or other apparatus serving only one (1) Lot, whether or not located on the Owner's Lot; (xii) utility boxes serving an Owner's Lot and Town Home; (xiii) any landscaping located within any fenced area on a Lot or Limited Common Property, unless assumed by the Association as provided in Section 10.1 above; (xiv) any additional landscaping installed by or on behalf of an Owner; (xv) tree roots, including, but not limited to, tree roots entering into or otherwise affecting a pipe, line, conduit, structure, or other apparatus serving only one (1) Lot; and (xvi) foundations and footings of the Town Home located on a Lot, including waterproofing.

Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform the Owner's responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners. In performance of such maintenance responsibilities hereunder, the Owner shall comply with all other provisions of this Declaration, including, but not limited to, Article VII of this Declaration. Each

Owner shall also have the obligation to promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible to maintain, repair, and/or replace.

10.3. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly the Owner's obligation with regard to the maintenance as provided in this Article, then, except in the case of an emergency as determined in the sole discretion of the Board, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue completion of such repair or replacement. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Lot.

If, during the course of performing such maintenance, the Association discovers that maintenance, repair, or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair, or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense without prior notice to the Owner.

In the event the Board exercises such self-help as provided herein, and in the event further self-help based upon the same or a substantially similar violation is deemed necessary by the Board within the following six (6) months, the Board may exercise such self-help without further notice to the Owner, and all costs shall be an assessment and lien against the Owner and the Lot.

The Board may alternatively enforce this Article through monetary fines against the Owner or Occupant of the Lot, and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

10.4. Maintenance Standards and Interpretation. The Board of Directors, in its discretion, may determine schedules of maintenance and repair for the Common Property and any other property within the Community which the Association is responsible to maintain hereunder, and may do so based on the availability of funds for performance of such projects. The Board shall attempt to determine and prioritize schedules based on its opinion of severity of damage and need for corrective work or maintenance. Maintenance and repairs which are part of the Association's responsibility need not be made upon Owner request if, in the Board's discretion, an emergency

condition does not exist and such maintenance or repair is included or is to be included within the Board's schedule of maintenance or repairs.

The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.

10.5. Measures Related to Insurance Coverage. The Board shall have the authority to require any Lot Owner to do any act or perform any work involving portions of the Community which are the Owner's maintenance responsibility, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Community, reduce the Association's insurance premium(s) or otherwise assist the Board in procuring or maintaining insurance coverage. This authority shall include, but shall not be limited to, requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install smoke detectors; requiring Owners to make improvements to the Lots and Town Homes; and such other measures as the Board may reasonably require so long as the costs of such work does not exceed in any twelve (12) month period the greater of either five hundred (\$500.00) dollars per Lot or 1/6th of the annual assessment then in effect.

10.6. LIMITATION OF LIABILITY. THE ASSOCIATION SHALL NOT BE LIABLE FOR INJURY OR DAMAGE TO PERSON OR PROPERTY CAUSED BY THE ELEMENTS OR BY THE OWNER OF ANY LOT, OR ANY OTHER PERSON, OR RESULTING FROM ANY UTILITY, RAIN, SNOW OR ICE WHICH MAY LEAK OR FLOW FROM ANY PORTION OF THE COMMUNITY OR FROM ANY PIPE, DRAIN, CONDUIT, APPLIANCE OR EQUIPMENT. THE ASSOCIATION SHALL NOT BE LIABLE TO THE OWNER OF ANY LOT OR SUCH OWNER'S OCCUPANT, GUEST, OR FAMILY, FOR LOSS OR DAMAGE, BY THEFT OR OTHERWISE, OF ANY PROPERTY WHICH MAY BE STORED IN OR UPON ANY OF PORTION OF THE COMMUNITY. THE ASSOCIATION SHALL NOT BE LIABLE TO ANY OWNER, OR ANY OWNER'S OCCUPANT, GUEST OR FAMILY FOR ANY DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY THE ASSOCIATION'S FAILURE TO DISCHARGE ITS RESPONSIBILITIES UNDER THIS ARTICLE WHERE SUCH DAMAGE OR INJURY IS NOT A FORESEEABLE, NATURAL RESULT OF THE ASSOCIATION'S FAILURE TO DISCHARGE ITS RESPONSIBILITIES. NO DIMINUTION OR ABATEMENT OF ASSESSMENTS SHALL BE CLAIMED OR ALLOWED BY REASON OF

ANY ALLEGED FAILURE OF THE ASSOCIATION TO TAKE SOME ACTION OR PERFORM SOME FUNCTION REQUIRED TO BE TAKEN OR PERFORMED BY THE ASSOCIATION UNDER THIS DECLARATION, OR FOR INCONVENIENCE OR DISCOMFORT ARISING FROM THE MAKING OF REPAIRS OR IMPROVEMENTS WHICH ARE THE RESPONSIBILITY OF THE ASSOCIATION, OR FROM ANY ACTION TAKEN BY THE ASSOCIATION TO COMPLY WITH ANY LAW, ORDINANCE, OR WITH ANY ORDER OR DIRECTIVE OF ANY MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY.

ARTICLE XI. PARTY WALLS

11.1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within the Community that are built as part of the original construction of the dwellings and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall, shall protrude over an adjoining Lot or dwelling, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration.

11.2. Painting. Each Owner shall be responsible for painting the portion of any Party Wall that faces his or her dwelling.

11.3. Repair, Replacement and Maintenance for Party Walls. Each Owner shall be responsible for painting the portion of any Party Wall that faces his or her dwelling.

(a) Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the dwellings sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(b) Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his or her own fault or the failure of his or her insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the public records and pursue any other available legal remedies against such other Owner.

(c) Alterations. The Owner of a dwelling sharing a Party Wall with an adjoining dwelling shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall.

(d) Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his or her negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Lots or dwellings sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspection and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

ARTICLE XII. EASEMENTS

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

(a) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property, to limit the number of guests of Lot Owners and tenants who may use the Common Property, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, the Owner's family, tenants, guests, and invitees;

(b) the right of the Association, acting through the Board, to make and to enforce reasonable rules and regulations governing the use of the Lots and the Common Property, including the Limited Common Property;

(c) the right of the Board to designate certain portions of the Common Property as Limited Common Property;

(d) the terms and conditions of this Declaration, the Bylaws, and the rules and regulations of the Association;

(e) the right of the Association to suspend the right of an Owner to use the Common Property, for any period during which any assessment against the Owner or Owner's Lot

which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations, and to suspend vehicular access privileges;

(f) the right of the Association to borrow money as may be set forth in this Declaration and the Bylaws; provided, however, the lien and encumbrance of any such mortgage given by the Association against the Common Property shall be subject and subordinate to any rights, interests, options, easements, and privileges herein reserved or established for any Lot or Lot Owner;

(g) the right of the Association to grant permits, licenses, or easements across the Common Property;

(h) the right of the Association to entered into easement and cost-sharing agreement with other Persons that benefit and/or burden the Community pursuant to such terms as the Board deems reasonable;

(i) the right of the Board of Directors to convey all or a portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership; provided, however, in the event such Common Property includes any portion of Limited Common Property, such written approval must be that of at least two-thirds (2/3) of the total vote of the Association membership and the Owner(s) of the Lot(s) that such Limited Common Property has been assigned; provided further, such written approval shall not be required for the Board to reconvey property to the Declarant in accordance with Article III, Section 3.7 of this Declaration;

Any Lot Owner may delegate the Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of the Owner's family, or to the Owner's tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants if the Owner's Lot is leased; provided, however, the Owner shall retain such rights necessary for ingress and egress to and from the Owner's Lot and Town Home.

12.2. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to trees or the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

12.3. Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer,

telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association may have installed to serve the Community. It shall be expressly permissible for the Declarant or the Association to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board on behalf of the Association shall have the right to grant such easement. Nothing contained in this Section shall require or obligate the Declarant or the Association to maintain such easement areas, or any facilities or improvements located therein or thereon.

12.4. Easement for Entry. The Association shall have an easement to enter onto any Lot and dwelling for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant; provided, however, no notice to the Owner or Occupant shall be required for the Association to perform its maintenance obligations as set forth in this Declaration. This right of entry shall include the right of the Association to enter a Lot to cure any violation of the Declaration, Bylaws, or rules and regulations of the Association and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. Nothing contained in this Section shall require the Association to enter onto any Lot or dwelling for emergency, security, safety, or for other purposes.

12.5. Easement for Construction and Sales. Until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use, and so long as Declarant has the right to unilaterally annex additional property to this Declaration, the Declarant reserves an easement across the Community for Declarant and any approved Builder by Declarant to maintain and carry on development activities upon such portion of the Community as Declarant may reasonably deem necessary. This easement shall include an easement for such facilities and activities which in the sole opinion of Declarant may be required, convenient, or incidental to the development, construction, and sales activities related to the property in or near the Community. This easement shall include, without limitation, the following:

(a) The right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Community as well as upon any Lot in the Community;

(b) The right to tie into any portion of the Community with driveways, parking areas, roads, and walkways;

(c) The right to tie into or otherwise connect and use (without a tap-on or other fee for doing so), replace, relocate, maintain, and repair any device which provides utility or similar services;

(d) The right to place directional or marketing signs on any portion of the Community, including upon any Lot or the Common Property;

(e) The right to alter drainage and water flow across any property in the Community, including the Lots; and

(f) The right to construct and operate business offices, signs, construction trailers, model homes, and sales offices incidental to its construction, development and sales activities.

The Declarant and Builders shall not be required to obtain the approval or consent of the Association, the Board, the ACC, or any director, officer, or member of same, to exercise any right granted to it pursuant to this Section. Further, Declarant shall have the unilateral right, but not the obligation, to record a separate document or record and/or amend any plat for the Community reflecting the establishment of any of the above easements.

12.6. Easement for Entrance Sign and Landscaping. The Association shall have an easement over any portion of a Lot on which any entrance feature, including, but not limited to, the Community sign, fencing and landscaping, are located. Such entrance features shall remain the personal property of the Association. The Association shall be solely liable for the maintenance, repair and/or replacement of the entrance features, fencing, landscaping, and annual flowers. The Association shall additionally have an easement for the installation and maintenance of utility and water lines across the Lot to the entrance features.

12.7. Fence Easement. Declarant hereby reserves an easement to itself and the Association across any Lot which borders the perimeter of the Community and any Lot that borders or contains a portion of any water facility, detention pond, or retention pond for the purpose of erecting a fence. The Owner of a Lot on which any portion of a fence is located shall be responsible for the maintenance and repair of the fence as part of the Owner's maintenance obligations; provided, however, the Declarant or the Association may, but is not obligated to, repair and maintain any fence installed by or on behalf of the Declarant. Nothing contained in this Section shall require the Declarant or the Association to install any fence.

12.8. Drainage Easement. Declarant, Builders, and the Association shall have an easement across the Community for the purpose of altering drainage and water flow across any

property in the Community, including the Lots. This right shall include altering swales, installing drains, drainage ditches, pipes, inlets, and altering, channeling, or piping water flow. Rights exercised pursuant to this easement shall be exercised with a minimum interference to the quiet enjoyment of affected properties. Except as may be specifically set forth in this Declaration, neither the Declarant, Builders, nor the Association shall have any obligation to maintain such drainage easements or any obligation to alter swales, install drains, drainage ditches, pipes, inlets, or alter, channel, or pipe water flow.

ARTICLE XIII. SALE OF LOTS

13.1. Grantor's Obligation for Notice. A Lot Owner intending to make a transfer or sale of a Lot or any interest in a Lot shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Article shall not be construed to create a right of first refusal in the Association or in any third party.

13.2. Grantee's Obligation for Notice. Within seven (7) days after receiving title to a Lot, the grantee of the Lot shall give the Board written notice of such ownership of the Lot. Upon failure of an Owner to give the required notice within the seven (7) day period provided herein, the Board may levy a fine against the Lot and Owner thereof, and assess the Owner for all costs incurred by the Association in determining the Owner's identity.

ARTICLE XIV. INSURANCE

14.1. Hazard Insurance. The Association's Board or its duly authorized agent shall have the authority to and shall obtain a property insurance policy or policies for all insurable improvements on the Common Property, Lots and Town Homes as provided below. The Board shall utilize reasonable efforts to secure a property insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of the Common Property, Lots and Town Homes. If "all risk" coverage is not reasonably available at reasonable cost, as determined in the sole discretion of the Board, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. The Association's insurance policy may exclude improvements and betterments made by an Owner, including such Owner's predecessors-in-title, and shall exclude all personal property of the Owners and/or Occupants.

The insurance required by this subparagraph shall include all foundations, roofs, roof structures, and interior and exterior walls, including windows and doors and the framing therefor. Such insurance shall cover the following items with respect to each Town Home regardless of who is responsible for maintaining them under the Declaration:

- (a) The HVAC system serving the Town Home;
- (b) All Sheetrock and plaster board comprising the walls and ceilings of the Town Home; and
- (c) The following items within Town Home of the type and quality initially installed, or replacements thereof of like kind and quality in accordance with the original plans and specifications, or as they existed at the time the Town Home was initially conveyed if the original plans and specifications are not available: floors and subfloors; wall, ceiling, and floor coverings; plumbing and electrical lines and fixtures; built-in cabinetry and fixtures; and appliances used for refrigeration, cooking, dishwashing, and laundry.

14.2. Liability Insurance and Directors' and Officers' Liability Insurance. The Association shall obtain and maintain liability insurance on the Common Property covering the Association and its members for all damage or injury, including bodily injury, death, and property damage, caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars. The Association may, but shall not be required, to maintain liability insurance covering the Lots and Town Homes.

14.3. Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a common expense of the Association. The policies may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

14.4. Policy Terms. All such insurance coverage obtained by the Board shall be written in the name of the Association. Such insurance shall be governed by the following provisions:

- (a) All policies shall be written with a company licensed to do business in Georgia.
- (b) All policies on the Common Property shall be for the benefit of the Association and its members.
- (c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(e) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available and all insurance policies should be reviewed annually by one or more qualified persons.

The Board shall be required to use reasonable efforts to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, if any, the Owners and their respective tenants, servants, agents, and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(3) a provision that no policy may be canceled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners, and a provision that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal due to any defect or conduct of any director, officer, or agent of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time for the required cure to be performed;

(4) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(5) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days prior written notice to the Association.

14.5. Individual Lot Owner Insurance. Every Owner shall be obligated to obtain and maintain at all times insurance covering those portions of his or her Lot, Town Home and Limited Common Property, including betterments and improvements, to the extent not insured by policies maintained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any Owner fails to obtain insurance or fails to furnish proof of a current insurance policy in effect, the Association may, but shall have no obligation, purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner. The Association may in addition, or in the alternative, impose a monetary fine to enforce this provision.

The Board shall upon request make available for review by Owners a copy of the Association's insurance policies to allow Owners to assess their personal insurance needs.

14.6. Insurance Deductible. In the event of an insured loss, any required deductible may be assessed in accordance with this Section. If the loss affects more than one Lot or Town Home, or affects one or more Lots or Town Homes and the Common Property, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected party's portion of the total cost of repair, or otherwise as the Board determines equitable. If the loss affects only one Lot or Town Home, or only Limited Common Property assigned to one Lot, the cost of the deductible may be assessed by the Board against the Owner of the Lot, or otherwise as the Board determines equitable. If the loss affects Common Property which has not been assigned as Limited Common Property, the cost of the deductible may be paid by the Association, or otherwise assessed as the Board determines equitable. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Lot separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to his or her Lot. If any Owner fails to pay the deductible when required hereunder, then the Association may pay the deductible and assess the cost to the Owner.

14.7. Termite Bond. Each Owner shall take all steps necessary to prevent, and treat for, termites. Further, each Owner shall obtain and maintain a termite bond of his or her Town Home. Upon request by the Board, the Owner shall furnish evidence demonstrating such steps the Owner has taken to prevent, and treat for, termites, and a copy of such termite bond to the Association. In the event that any Owner fails to take all steps necessary to prevent, and treat for, termites or fails to obtain and maintain a termite bond, or fails to furnish proof of such steps or a current termite bond in effect, the Association may take such steps necessary to prevent, and treat for, termites and/or purchase such termite bond on behalf of the Owner and assess the cost thereof to the Owner. The Association may in addition, or in the alternative, impose a monetary fine to enforce this provision. Nothing contained in this Section shall require the Association to take any action to prevent, and treat for, termites, or obtain a termite bond.

Alternatively, the Association, acting through the Board, may, but shall not be required to, assume the responsibility to take such steps necessary to prevent, and treat for, termites throughout the Community. The Association, acting through the Board, may additionally, but shall not be required to, obtain and maintain a termite bond for all Town Homes throughout the Community. In the event the Association assumes such responsibility and/or obtains a termite bond, the Association may require the Owners to reassume such responsibility and/or obtain a termite bond upon sixty (60) days written notice to all Owners.

ARTICLE XV. REPAIR AND RECONSTRUCTION

15.1. Insured Lost. In the event of damage to or destruction of all or any part of the Community that is insured by the Association, as a result of fire or other casualty that is covered by insurance that the Association has obtained, unless eighty (80%) percent of the Owners, including the Owner(s) of any damaged Lot(s) and/or Town Home(s), vote not to proceed with the

reconstruction and repair of the structure, the Board or its agent shall arrange for and supervise the prompt repair and restoration of the structure. In the event of substantial damage or destruction, each Eligible Mortgage Holder shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Lot or Town Home.

15.2. Cost Estimates. Promptly after a fire or other casualty that is covered by insurance that the Association has obtained causing damage to the Community that is insured by the Association, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Lot or Town Home) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes, but excluding any betterments or improvements made by the Owner of a Lot or Town Home, or such Owner's predecessor-in-title. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

15.3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners(s) of the Lot(s), Town Home(s), or Limited Common Property damaged in proportion to the damage to the Lot(s), Town Home(s), or Limited Common Property, or against all Owners, in the case of insufficient funds to cover damage to the Common Property. This assessment shall not be considered a special assessment. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board.

15.4. Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Community was originally constructed, except where changes are necessary to comply with current applicable building codes. To the extent sufficient insurance proceeds are available from insurance obtain by an Owner, the Association shall reconstruct or repair Owner betterments and improvements damaged as a result of fire or other casualty.

15.5. Encroachments. Encroachments upon or in favor of Lots which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Community was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

15.6. Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Owners on account

of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair as set forth in this Article to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board.

ARTICLE XVI. MORTGAGEE'S RIGHTS

16.1. Foreclosure. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot obtains title pursuant to judicial or nonjudicial foreclosure of the first Mortgage, it shall not be liable for assessments or charges by the Association chargeable to such Lot which became due prior to such acquisition of title. Such acquirer shall be responsible for all charges accruing subsequent to the passage of title.

16.2. Eligible Mortgage Holder. A Mortgage Holder shall become an Eligible Mortgage Holder if the Mortgage Holder provides to the Association in writing its name, address, and phone number, as well as the address of the Lot and name of the Lot Owner to which it holds a Mortgage; provided, however, a settlement statement (HUD-1) from a closing shall not be sufficient information to enable a Mortgage Holder to become an Eligible Mortgage Holder. Upon becoming an Eligible Mortgage Holder, an Eligible Mortgage Holder shall be entitled to timely written notice of the following:

(a) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under this Declaration which is not cured within sixty (60) days; or

(b) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

16.3. Financial Statement. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

16.4. Non-Impairment. Notwithstanding anything to the contrary herein contained, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Lot pursuant to remedies contained in its Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Lot acquired by the Mortgagee.

16.5. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

ARTICLE XVII. AMENDMENTS

17.1. General. Subject to Section 17.2 of this Article, this Declaration may be amended by the affirmative vote or written consent, or any combination of affirmative vote and written consent, of members of the Association representing at least two-thirds (2/3) of the total eligible votes in the Association. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in Cherokee County, Georgia land records.

17.2. Approval of Declarant. Until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use, any amendment to the Declaration or Bylaws must be approved in writing by the Declarant prior to becoming effective; and during such time, Declarant shall have the unilateral right to amend the Declaration for any purpose from time to time without the approval of the Association members.

17.3. Georgia Property Owners' Association Act. The majority of the Board of Directors, without the approval of the Association members, may record an amendment to submit the Declaration to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq.; provided, however, such amendment must be approved by the Declarant, if the Declarant or any Builder owns any Lot subject to this Declaration.

17.4. Limitation Period. Any action to challenge the validity of this Declaration or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Cherokee County, Georgia land records. No action to challenge this Declaration or any such amendment may be brought after such time.

ARTICLE XVIII. GENERAL PROVISIONS

18.1. Enforcement. In addition to any other enforcement right set forth within the Declaration or Bylaws, the Association, acting through the Board of Directors, shall have the right to enforce, in its sole discretion, any violation of the Declaration, Bylaws or rules and regulations of the Association by a proceeding at law or in equity, or as otherwise provided herein. Failure of the Declarant or the Board of Directors to exercise their authority to take enforcement action authorized by the Declaration, Bylaws or rules and regulations of the Association shall not be grounds for any action against the Declarant, the Association, or the Board of Directors, or any of

the directors, officers, employees, committee members, or agents of the foregoing. Owners may enforce the Declaration against other Owners by a proceeding at law or in equity.

(a) Fines and Suspensions of Use. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Owner's Lot, for any violation of the Declaration, Bylaws, or any Association rules and regulations. The Board shall further have the power to suspend the use of the Common Property for any violation of the Declaration, Bylaws, or any Association rules and regulations. If any Occupant violates the Declaration, Bylaws or Association rules and regulations and a fine is imposed, the fine may be imposed against the Owner and/or Occupant. The Board may establish and promulgate a fining schedule. The Board shall not impose a fine or suspend the right to use the recreational facilities, unless and until the Board has sent or delivered written notice to the Owner or Occupant as provided herein; provided, however, an Owner's right to use the recreational facilities shall automatically be suspended without notice during any period in which an Owner is more than thirty (30) days delinquent on any assessment or charge, and the Owner shall be ineligible to use the Common Property until the Owner's account balance has been paid in full.

(i) Notice. If any provision of the Declaration or Bylaws or any Association rule or regulation is violated, the Board shall send the violating Owner or Occupant written notice identifying the violation and fine and/or suspension being imposed and advising the Owner or Occupant of the right to request a hearing before the Board to contest the violation or the fine and/or suspension or to request reconsideration of the fine and/or suspension. Fines and suspensions may be effective or commence upon the sending of such notice or such later date specified in such notice, notwithstanding the Owner or Occupant's right to request a hearing before the Board to challenge the fine and/or suspension. In the event of a continuing violation, each day the violation continues or occurs again constitutes a separate offense, and fines may be imposed on a per diem basis without further notice to the Owner or Occupant. In the event an Owner or Occupant violates the same provision of the Declaration or Bylaws or any Association rule and regulation within six (6) months from the date of the notice, the Board may impose the fines and/or other sanction provided in the notice without further notice to the Owner or Occupant.

(ii) Hearing. If a written request for a hearing is received from the Owner or Occupant within ten (10) days of the date of the violation notice provided above, then the Board shall schedule and hold in executive session a hearing affording the Owner or Occupant a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing. The Board may establish rules of conduct for such hearing, which may include limits on time and on the number of participants who may be present at one time. Failure to request a timely hearing as provided herein shall result in loss of the right to challenge and request reconsideration of the fines or suspension. The Board of Directors may, but shall not be required to, suspend the fines and/or suspension until the date of the hearing.

(b) Suspension of Voting. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge. The Association shall not be required to provide any notice to such member that the member's voting rights have been automatically suspended. The Board shall also have the right to suspend a member's right to vote for a reasonable period of time for any violation of the Declaration, Bylaws, or rules and regulations.

(c) Abatement and Self-Help. The Board or its designee may enter upon a Lot to exercise self-help in order to remove or abate any violation thereon of the Declaration; provided, however, the Board shall first provide the Owner of the Lot ten (10) days notice of the Board's intention to enter the Owner's Lot and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, Occupant and/or Lot subject to the violation.

(d) Notice of Violation. The Association shall have the authority to record in the Cherokee County, Georgia land records a notice of violation identifying an uncured violation of the Declaration, Bylaws, or rules and regulations regarding a Lot.

(e) Enforcement Costs. The Owner or Occupant responsible for a violation shall be liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. In the event an Occupant is responsible for the violation, the Owner shall also be liable for all costs incurred in enforcement against such Occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. All such costs shall be considered a specific assessment and shall become a lien against the Owner's Lot.

(f) Waiver. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. Neither the Declarant, the Association, its Board of Directors, any duly created committee, any member of any of the foregoing, the Association's officers, nor agents shall have any liability of any kind as a result of any failure to enforce any provision contained in this Declaration, the Bylaws, or the rules and regulations of the Association. Each Owner acknowledges and agrees that the Association has the discretion to pursue covenant violations based on the gravity of the violation, the strength of the Association's legal and factual position, and the Association's financial position. The Association's decision regarding any specific covenant violation shall not affect the rights of other Owners with respect to that violation.

18.2. Duration. The covenants, conditions, restrictions, and easements within this Declaration shall run with and bind the property subject to this Declaration perpetually or as otherwise provided by Georgia law.

18.3. SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY AT THE COMMUNITY; HOWEVER, EACH OWNER AND OCCUPANT, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY AT THE COMMUNITY. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH LOT OWNER.

THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

18.4. Dispute Resolution. Any Lot Owner or Occupant must give written notice to the Declarant, Builder, or Board requesting a hearing with the Declarant, Builder, or Board and attend such hearing to discuss amicable resolution of any dispute against the Declarant, Builder, or Association, respectively, before that Owner or Occupant files any lawsuit against the Declarant, Builder, the Association, the Board, or any officer or director, or any agent of same. The Owner or Occupant shall, in such notice and at the hearing, make a good faith effort to explain the grievance and resolve the dispute in an amicable fashion, and shall give the Declarant, Builder, or Association a reasonable opportunity to address the Owner's or Occupant's grievance before filing suit. Upon receiving a request for a hearing, the Declarant, Builder, or the Association shall give notice of the date, time, and place of the hearing to the Person requesting the hearing. The Declarant, Builder, or Association shall schedule the hearing for a date not less than seven (7) nor more than twenty-one (21) days from the date of receipt of the notice of hearing from the Person requesting the hearing. Alternatively, the Declarant, Builder, or Board may notify the Owner or Occupant that it is waiving the requirement of the Owner or Occupant to request and attend the hearing with the Declarant, Builder, or the Board.

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

18.6. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

18.7. Eminent Domain. If all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining Common Property to the extent land is available therefor.

18.8. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation of the Association, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

18.9. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision, which shall remain in full force and effect.

18.10. Conflicts. The duties, powers, and obligations of the Association, including the members, directors, and officers, shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association, in that order, shall prevail; and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

18.11. Preparer. This Declaration was prepared by Brendan R. Hunter, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration under seal this ____ day of _____, 20____.

DECLARANT:

STONECREST HOMES GA, LLC
a Georgia limited liability company

Signed, sealed and delivered
in the presence of:

Witness: _____

Notary Public

By: _____ (Seal)

Name: _____

Its: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has consented to this Declaration under seal
this ____ day of _____, 20____.

DOWNTOWN DEVELOPMENT
AUTHORITY OF HOLLY SPRINGS

Signed, sealed and delivered
in the presence of:

By: _____ (Seal)

Name: _____

Witness: _____

Its: _____

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has consented to this Declaration under seal
this ____ day of _____, 20____.

THE CITY OF HOLLY SPRINGS,
GEORGIA

Signed, sealed and delivered
in the presence of:

By: _____ (Seal)

Name: _____

Witness: _____

Its: _____

Notary Public

EXHIBIT "A"

DESCRIPTION OF SUBMITTED PROPERTY

A parcel of land lying in Land Lot 343 of the 15th District, 2nd Section, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

Begin at the southerly corner of the mitered right-of-way intersection of the northeasterly right-of-way of Palm Street (having a variable public right-of-way) and the northwesterly right-of-way of Betty Barrett Way (having a variable public right-of-way);

Thence run North 63 Degrees 10 Minutes 30 Seconds West along said mitered intersection for a distance of 38.85 feet to a set 5/8-inch capped rebar (L.S.F. 1322) at the northerly corner of said right-of-way intersection, said point lying on a curve to the left and having a radius of 1584.45 feet, a central angle of 02 Degrees 00 Minutes 44 Seconds, a chord bearing of North 15 Degrees 37 Minutes 14 Seconds West, and a chord distance of 55.65 feet; Thence run along the arc of said curve and the northeasterly right-of-way of aforementioned Palm Street for a distance of 55.65 feet to a point; Thence run North 16 Degrees 37 Minutes 37 Seconds West along said right-of-way for a distance of 153.89 feet to a point; Thence run North 15 Degrees 57 Minutes 42 Seconds West along said right-of-way for a distance of 106.74 feet to a set 5/8-inch capped rebar (L.S.F. 1322); Thence leaving said right-of-way run North 74 Degrees 29 Minutes 15 Seconds East for a distance of 142.30 feet to a found 1/2-inch open top pipe; Thence run South 10 Degrees 23 Minutes 56 Seconds East for a distance of 108.00 feet to a found axle; Thence run North 15 Degrees 27 Minutes 38 Seconds East for a distance of 102.71 feet to a set 5/8-inch capped rebar (L.S.F. 1322); Thence run South 67 Degrees 44 Minutes 28 Seconds East for a distance of 188.19 feet to a set 5/8-inch capped rebar (L.S.F. 1322); Thence run South 60 Degrees 16 Minutes 08 Seconds East for a distance of 127.84 feet to a set 5/8-inch capped rebar (L.S.F. 1322) on the westerly right-of-way of aforementioned Betty Barrett Way; Thence run the following courses and distances along said right-of-way: South 00 Degrees 54 Minutes 40 Seconds East for a distance of 21.04 feet to a set 5/8-inch capped rebar (L.S.F. 1322), said point lying on a curve to the right and having a radius of 409.68 feet, a central angle of 18 Degrees 19 Minutes 05 Seconds, a chord bearing of South 43 Degrees 00 Minutes 13 Seconds West, and a chord distance of 130.42 feet; Thence run along the arc of said curve for a distance of 130.98 feet to a found concrete right-of-way monument; Thence run North 89 Degrees 14 Minutes 02 Seconds West for a distance of 12.34 feet to a found concrete right-of-way monument; Thence run South 59 Degrees 54 Minutes 25 Seconds West for a distance of 72.07 feet to a found concrete right-of-way monument; Thence run South 24 Degrees 52 Minutes 52 Seconds West for a distance of 14.27 feet to a found concrete right-of-way monument, said point lying on a curve to the right and having a radius of 409.68 feet, a central angle of 10 Degrees 25 Minutes 44 Seconds, a chord bearing of South 70 Degrees 36 Minutes 18 Seconds West, and a chord

distance of 74.47 feet; Thence run along the arc of said curve for a distance of 74.57 feet to a found concrete right-of-way monument; Thence run South 75 Degrees 38 Minutes 25 Seconds West for a distance of 110.00 feet to the Point of Beginning.

Said parcel containing 2.405 Acres.

EXHIBIT “B”

ADDITIONAL PROPERTY

Any real property located within one (1) mile radius from any property included in Exhibit “A” of this Declaration.

EXHIBIT “C”

BYLAWS

OF

COHSTC TOWN HOMES EAST COMMUNITY ASSOCIATION, INC.



LUEDER, LARKIN & HUNTER, LLC
ATTORNEYS AT LAW

5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
770-685-7000
www.luederlaw.com

TABLE OF CONTENTS

ARTICLE I.	GENERAL.....	4
1.1.	Applicability	4
1.2.	Name	4
1.3.	Definitions.....	4
1.4.	Membership	4
1.5.	Voting	4
1.6.	Entity Members.....	4
1.7.	Purpose.....	5
1.8.	Electronic Communications.....	5
ARTICLE II.	MEETINGS OF MEMBERS	5
2.1.	Annual Meetings.....	5
2.2.	Special Meetings.....	5
2.3.	Notice of Meetings.....	6
2.4.	Telephonic or Virtual Meeting.....	6
2.5.	Waiver of Notice.....	6
2.6.	Quorum	6
2.7.	Adjournment	6
2.8.	Proxy	7
2.9.	Action Taken Without a Meeting	7
2.10.	Order of Business.....	8
ARTICLE III.	BOARD OF DIRECTORS	8
3.1.	Composition.....	8
3.2.	Election and Term.....	8
3.3.	Nomination	9
3.4.	Removal of Directors.....	9
3.5.	Vacancies	9
3.6.	Compensation	9
3.7.	Director Conflicts of Interest	9
3.8.	Regular Meetings	10
3.9.	Special Meetings.....	10
3.10.	Waiver of Notice.....	10

3.11.	Quorum and Conduct of Meetings.....	10
3.12.	Open Meetings	10
3.13.	Action Without a Meeting	10
3.14.	Powers and Duties.....	10
3.15.	Management Agent.....	12
3.16.	Borrowing	12
3.17.	Liability and Indemnification of Officers and Directors	12
ARTICLE IV.	OFFICERS.....	13
4.1.	Designation	13
4.2.	Appointment of Officers	13
4.3.	Removal of Officers.....	13
4.4.	Vacancies	13
4.5.	President.....	13
4.6.	Vice President	13
4.7.	Secretary	13
4.8.	Treasurer	13
4.9.	Other Officers	14
4.10.	Agreements, Contracts, Deeds, Leases, Etc.....	14
ARTICLE V.	AMENDMENTS	14
5.1.	General.....	14
5.2.	Approval by Declarant.....	14
5.3.	Georgia Property Owners' Association Act	14
5.4.	Limitation Period	14
ARTICLE VI.	MISCELLANEOUS	14
6.1.	Committees	14
6.2.	Notices	15
6.3.	Severability	15
6.4.	Captions	15
6.5.	Fiscal Year	15
6.6.	Financial Review	15
6.7.	Conflicts.....	16
6.8.	Books and Records	16
6.9.	Preparer	16

BYLAWS
OF
COHSTC TOWN HOMES EAST COMMUNITY ASSOCIATION, INC.

ARTICLE I. GENERAL

1.1. Applicability. These Bylaws provide for the self-government of COHSTC Town Homes East Community Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State and the Declaration of Covenants, Conditions, Restrictions, and Easements for COHSTC Town Homes East (hereafter referred to as the “Declaration”), recorded in the Cherokee County, Georgia land records.

1.2. Name. The name of the corporation is COHSTC Town Homes East Community Association, Inc. (hereafter referred to as the “Association”).

1.3. Definitions. The terms used herein shall have their generally accepted meanings or the meanings specified in Article I of the Declaration.

1.4. Membership. Every Owner shall be deemed to have a membership in the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner’s membership. No Owner, whether one or more Persons, shall have more than one (1) membership per Lot owned. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided in the Declaration and in these Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

1.5. Voting. Members shall be entitled to one (1) equal vote for each Lot owned. When more than one (1) Person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as those Owners determine among themselves. In the absence of such advice, the Lot’s vote shall be suspended if more than one (1) Person seeks to exercise it. A member’s right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter until the member’s account balance has been paid in full.

1.6. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person’s relationship with the Association shall terminate automatically upon the

termination of such person's relationship with the entity which is the Owner of the Lot. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

1.7. Purpose. The Association shall have the responsibility of administering the Community, establishing the means and methods of collecting the assessments in accordance with the Declaration, and performing all of the other acts that may be required to be performed by the Association pursuant to the Declaration and Georgia Nonprofit Corporation Code. Except as to those matters which the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities shall be performed by the Board of Directors.

1.8. Electronic Communications.

(a) Records and Signatures. Whenever the Declaration or these Bylaws require that a document, record or instrument be written or in writing, the requirement is deemed satisfied by an electronic record pursuant to the Georgia Uniform Electronic Transactions Act. Whenever the Declaration or these Bylaws require a signature on a document, record or instrument, an electronic signature, in accordance with the Georgia Uniform Electronic Transactions Act, satisfies that requirement.

(b) Verification and Liability for Falsification. The Board of Directors may require reasonable verification of any electronic signature, document, record, or instrument. Absent or pending verification, the Board of Directors may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board of Directors reasonably believes to be authentic, or rejecting any such item which the Board of Directors reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

ARTICLE II. MEETINGS OF MEMBERS

2.1. Annual Meetings. The annual meeting of the members shall be held each year with the date, hour, and place to be set by the Board.

2.2. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President or by request of any two (2) or more directors, or upon written petition of at least twenty-five (25%) percent of the total eligible vote of the Association membership. Any such written petition by the members must be submitted to the Association's Secretary. The Secretary shall then verify that the required number of

members have joined in the petition and shall submit the petition to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws. Members petitioning for a special meeting may request the date, time and location of the meeting, but such request shall not be binding upon the Association.

2.3. Notice of Meetings. The Secretary shall mail or deliver to each member of the Association a notice of each Association meeting at least twenty-one (21) days prior to each annual meeting and at least ten (10) days prior to each special meeting. All notices shall state the date, time, and location of the annual or special meeting. If any member wishes notice to be given to an address other than the Owner's Lot address, the member shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

2.4. Telephonic or Virtual Meeting. In the Board's discretion, any meeting of the members may be held by means of remote telephone or electronic communication, including, but not limited to, virtual meeting platforms, video conferencing, the internet, or other similar means, provided all persons participating in the meeting can hear each other or can otherwise communicate with each other. The Board of Directors may adopt rules and procedures governing the conduct of meetings by remote telephone or electronic communication. For in-person meetings of the members, the Board of Directors may, but shall not be required, to allow attendance by remote telephone or electronic communication.

2.5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by a member, whether in person or represented by proxy, shall be deemed waiver by such member of notice of the date, time and location thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.6. Quorum. The presence, in person or by proxy, of members entitled to cast fifteen percent (15%) of the total eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is closed and shall not need to be reestablished. Members whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

2.7. Adjournment. Any meeting of the Association members may be adjourned from time to time for periods not exceeding ten (10) days by vote of the members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could have been transacted properly at the original session of

the meeting with a quorum present may be transacted at a reconvened session with a quorum present, and no additional notice of such reconvened session shall be required.

2.8. Proxy. Any Association member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. The term “proxy” shall mean the written document in which the member authorizes any other person to attend a membership meeting on behalf of the member and vote the member’s vote at the meeting. The written proxy document shall not be required to be in any particular form; but to be valid, the proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. The member giving the proxy shall be the “proxy giver” and the person holding the proxy and authorized to attend on behalf of the proxy giver and vote for the proxy giver shall be the “proxy holder.” Proxies may be delivered by either the proxy giver or the proxy holder by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means to any Board member or the property manager, if any. Proxies may be revoked only by written notice of the proxy giver delivered to the Secretary, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. Proxies shall be counted towards establishment of a quorum.

2.9. Action Taken Without a Meeting. In the Board’s discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when (1) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association’s records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after

written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

2.10. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation, unless the members present at a particular meeting vote to suspend Robert's Rules at that meeting. The failure to comply with the Roberts Rules of Order (latest edition) shall not invalidate any action taken at any meeting of the Association.

ARTICLE III. BOARD OF DIRECTORS

3.1. Composition.

The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons; provided, however, during the period of time that Declarant has the right to appoint and remove the directors and officers of the Association pursuant to Section 3.2 of this Article, the Board of Directors shall be composed of one (1) to three (3) persons as determined by the Declarant. Except for directors appointed by the Declarant hereunder, the directors shall be Owners of Lots or the spouse of an Owner; provided, however no Owner and his or her spouse may serve on the Board at the same time, and no co-owners may serve on the Board at the same time.

3.2. Election and Term.

The Declarant shall have the right to appoint and remove directors and officers of the Association until the earlier of the following to occur: (a) sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use; or (b) the voluntary surrender by Declarant, in writing, of the authority to appoint and remove the Association's directors and officers. In the event the Declarant voluntarily surrenders the authority to appoint and remove the Association's directors and officers, the Declarant shall thereafter retain the right to veto any action of the Board of Directors until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use.

Upon the termination of the Declarant's right to appoint and remove directors, all Association members eligible to vote shall be entitled to cast their entire vote for each directorship to be filled. Those natural persons receiving the most votes shall be elected to the number of positions on the Board to be filled. The directorships for which elections are held shall be filled by that number of candidates receiving the most votes. There shall be no cumulative voting. Voting for election of Board members shall be by secret written ballot

(unless dispensed by unanimous consent at the meeting at which such voting is conducted). All directors shall be elected for one (1) year terms and shall hold office until their successors are elected. The newly elected Board shall meet within ten (10) days following the meeting at which the election occurred for the purpose of appointing officers and any other business that comes before the Board.

3.3. Nomination. Nomination for election to the Board shall be made from the floor at the meeting. Nominations also may be made by a nominating committee, if appointed by the Board. The Board may also establish additional procedures for the nomination of directors.

3.4. Removal of Directors. At any valid regular or special Association meeting, any one or more directors, except those directors appointed by the Declarant, may be removed with or without cause by a majority of the total eligible vote of the Association members and a successor may then and there be elected to fill the vacancy created. In addition, any director who has had three (3) consecutive unexcused absences from regularly scheduled Board meetings or is more than sixty (60) days past due in the payment of any assessment or charge may be removed by the vote of a majority of the other directors. Any director whose removal has been proposed shall be given at least ten (10) days notice of the calling of the meeting to consider his or her removal and shall be given an opportunity to be heard at the meeting.

3.5. Vacancies. Vacancies on the Board caused by any reason, except the removal of a director by vote of the membership as provided in Section 3.4 of this Article, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any Board meeting. The successor selected shall hold office for the remainder of the term of the director being replaced.

3.6. Compensation. Directors shall not be compensated for services. However, directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses. Directors also may be given nominal gifts or tokens of appreciation by the Association for recognition of services performed not to exceed a value of \$100.00 per calendar year. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

3.7. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided the director's interest is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at the meeting at which the proposed contract is discussed, but the director must leave the room during the discussion on such matter.

3.8. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months.

3.9. Special Meetings. Special Board meetings may be called by the President on three (3) days notice to each director given by mail, in person, by telephone, by facsimile transmission, or by email, which notice shall state the time, date, location, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice upon the written request of at least two (2) directors.

3.10. Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at any Board meeting, no notice shall be required and any business may be transacted at such meeting.

3.11. Quorum and Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast a majority of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

3.12. Open Meetings. All Board meetings shall be open to all Association members, but members other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, delinquent assessments, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.13. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action. The written consents must describe the action taken. The written consents shall be filed with the minutes of the Board. The written consent may be by email or other electronic means; a copy of the consents shall be printed and filed with the minutes of the Board.

3.14. Powers and Duties. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Community and may do all such acts and things as are not by the Act, the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board shall have the

power to and shall be responsible for the following, in the way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep, and maintenance of all portions of the Community for which the Association is assigned maintenance responsibility under the Declaration;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair and replacement of all portions of the Community for which the Association is assigned maintenance responsibility under the Declaration, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations for the Common Property and imposing sanctions for violation thereof, including reasonable monetary fines;

(g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to, or alterations of, the Common Property after damage or destruction by fire or other casualty, in accordance with the other provisions of the Declaration and these Bylaws;

(i) entering into easement and cost-sharing agreement with other Persons that benefit and/or burden the Community pursuant to such terms as the Board deems reasonable;

(j) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(k) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(l) paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

(m) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

(n) contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into management agreements. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

3.15. Management Agent. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize.

3.16. Borrowing. The Board shall have the power to borrow money for the purpose of maintenance, repair, restoration or improvement to the Common Property or for any other purpose; provided, however, if the total amount of such borrowing exceeds or would exceed Fifty Thousand Dollars (\$50,000.00) of outstanding debt at any one time, such borrowing must first be approved by members of the Association holding a majority of the total Association vote; provided further, however, the Board shall be authorized to borrow money from the Declarant as provided in Article VI, Section 6.10 of the Declaration without the approval of the members of the Association.

3.17. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

ARTICLE IV. OFFICERS

4.1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The President, Vice President and Secretary must be directors. The Treasurer shall be elected by the Board, but need not be a director. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be directors. Except for the offices of Secretary and Treasurer and all offices appointed by Declarant, which may be held by the same person, no person may hold more than one (1) office.

4.2. Appointment of Officers. The Declarant shall have the right to appoint and remove directors and officers of the Association until the earlier of the following to occur: (a) sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed to any Person not constituting the Declarant for residential use; or (b) the voluntary surrender by Declarant, in writing, of the authority to appoint and remove the Association's directors and officers. Upon the termination of the Declarant's right to appoint and remove officers, the Association officers shall be appointed annually by the Board of Directors, and shall hold office at the pleasure of the Board and until a successor is elected.

4.3. Removal of Officers. During the period that the Declarant has the right to appoint and remove the officers of the Association, any officer may be removed, either with or without cause, and a successor may be appointed by the Declarant. After the termination of the Declarant's right to appoint and remove officers of the Association as provided herein, upon the affirmative vote of a majority of the Board members at any Board meeting at which a quorum is established, any officer may be removed, either with or without cause, and a successor may be elected.

4.4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings.

4.6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

4.7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of the Association's books and records.

4.8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable

effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

4.9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

4.10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

ARTICLE V. AMENDMENTS

5.1. General. Subject to Section 5.2 of this Article, these Bylaws may be amended by an instrument or instruments signed by at least two-thirds (2/3) of Owners. Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in Cherokee County, Georgia land records.

5.2. Approval by Declarant. Until sixty (60) days following the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been issued a certificate of occupancy and have been conveyed to any Person not constituting the Declarant or a Builder for residential use, any amendment to these Bylaws must be approved in writing by the Declarant prior to becoming effective; and during such time, Declarant shall have the unilateral right to amend these Bylaws from time to time without the approval of the Association members.

5.3. Georgia Property Owners' Association Act. The majority of the Board of Directors, without the approval of the Association members, may record an amendment to submit the Declaration and these Bylaws to the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, et seq.; provided, however, such amendment must be approved by the Declarant, if the Declarant then owns any Lot subject to the Declaration.

5.4. Limitation Period. Any action to challenge the validity of these Bylaws or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Cherokee County, Georgia land records. No action to challenge these Bylaws or any such amendment may be brought after such time.

ARTICLE VI. MISCELLANEOUS

6.1. Committees. The Architectural Control Committee shall be a standing committee of the Association as provided in the Declaration. The Board may establish a nominating committee and any other committee as the Board deems desirable with the powers and duties that the Board shall authorize. Except as otherwise provided herein and

in the Declaration, members of any committee shall be appointed by the Board and shall serve at the pleasure of the Board. Any committee member may be removed with or without cause at any time and with or without a successor being named.

6.2. Notices.

(a) Method of Giving Notice. All notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (1) Personal delivery to the addressee;
- (2) Via United States mail, first class, postage prepaid;
- (3) Via electronic mail;
- (4) Via facsimile; or
- (5) Via any other legal means.

(b) Addressee. Notice sent by one of the methods described herein shall be deemed to have been duly given:

(1) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Owner's Lot;

(2) If to an Occupant, to the electronic mail address or facsimile number which the Occupant has designated in writing, or if no such address has been designated, at the address of the Lot occupied; or

(3) If to the Association, the Board or the managing agent, if any, at the postal address, facsimile, or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

6.3. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

6.4. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

6.5 Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

6.6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the members may, by a majority of the Association members present at such meeting, in person or proxy, require

that the Association accounts be audited as a common expense by an independent accountant.

6.7. Conflicts. The duties and powers of the Association shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Nonprofit Corporation Code (as may be applicable), the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of a Lot, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

6.8. Books and Records. To the extent provided for, and restricted in, Section 14-3-1602 of the Georgia Nonprofit Corporation Code, as such Code Section may be amended from time to time, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective as an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting. All Board members may inspect and copy any book or record of the Association.

6.9. Preparer. These Bylaws were prepared by Brendan R. Hunter, Lueder, Larkin & Hunter, LLC, 5900 Windward Parkway, Suite 390, Alpharetta, Georgia 30005.

This _____ day of _____, 20__.

COHSTC TOWN HOMES EAST
COMMUNITY ASSOCIATION, INC.

Signature of President
Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public

Signature of Secretary

Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public

**City of Holly Springs
City Council Work Session Meeting Minutes
June 5, 2023**

Elected Officials Present: Mayor Steven W. Miller, Mayor Pro Tem Michael Roy Zenchuk II., Councilman Jeff Wilbur, and Councilman Kyle Whitaker.

Elected Officials Not Present: Councilman Kevin Moore, and Councilwoman Dee Phillips.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Communications & External Affairs Director Erin Honea, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Information Technology Manager/Facilities Manager Ron Carter, Court Administrator Donna Sanders, Senior Court Clerk Christine Davidson, Court Clerk Kaitlyn Smykun and Captain Casey Barton.

I. Call to Order

Mayor Miller called the Work Session to order.

II. Pledge of Allegiance

Mayor Miller led the Pledge of Allegiance.

III. Invocation

Mayor Pro Tem Zenchuk gave the invocation.

IV. Special Presentations

Mayor Miller presented a Municipal Court Clerk Week Proclamation to Court Administrator Donna Sanders, Senior Court Clerk Christine Davidson and Court Clerk Kaitlyn Smykun.

V. Public Comments

No public comments were made.

VI. Unfinished Business

- A. Discussed **D-01-2023**, applicant requests deannexation of 1.71 +/- acres located off of 722 Peardon Court, Holly Springs, GA, tax parcel 120A of tax plat 15N20

VII. New Business

- A. Discussed an ordinance to amend the Code of the City of Holly Springs, Georgia; to Repeal Article I. – In General of Chapter 2 – Administration
- B. Discussed a resolution of the City of Holly Springs Mayor and Council to appoint a member to the Cherokee County Development Authority for a four (4) year term

- C. Discussed the declaration of covenants, conditions, restrictions, and easements for the City of Holly Springs Town Center Town Homes West
- D. Discussed Vertical Earth change order #7b for additional site work in the Town Center on the former site of 411 Hickory Road
- E. Discussed Vertical Earth change order #8 for the Cotton Barn concrete apron demo and haul off
- F. Discussed the 2023-2024 Affiliate Main Streets Memorandum of Understanding between the Georgia Department of Community Affairs Office of Downtown Development and the City of Holly Springs, Georgia
- G. Discussed the Trademark Sublicense Agreement between the Georgia Department of Community Affairs and the City of Holly Springs, Georgia
- H. Discussed the job description for an Administrative/Probation Assistant for the City of Holly Springs, Georgia
- I. Discussed the Lighthouse Health and Wellness Virtual Engagement Plan for confidential wellness resources for the City of Holly Springs, Georgia

VIII. Adjournment

Councilman Wilbur made a motion to adjourn. Councilman Whitaker seconded the motion. Motion carried 3-0.

**City of Holly Springs
City Council Special Called Meeting Minutes
June 5, 2023**

Elected Officials Present: Mayor Steven W. Miller, Mayor Pro Tem Michael Roy Zenchuk II., Councilman Jeff Wilbur, and Councilman Kyle Whitaker.

Elected Officials Not Present: Councilman Kevin Moore, and Councilwoman Dee Phillips.

Staff Present: City Attorney Robert M. Dyer, City Manager Robert H. Logan, City Clerk/Human Resources Director Karen Norred, Assistant City Clerk/Records Manager Lou Stewart, Communications & External Affairs Director Erin Honea, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Community Development Director Nancy Moon, Finance Director Denise Lamazares, Information Technology Manager/Facilities Manager Ron Carter, Court Administrator Donna Sanders, Senior Court Clerk Christine Davidson, Court Clerk Kaitlyn Smykun and Captain Casey Barton.

I. Call to Order

Mayor Miller called the Work Session to order.

II. New Business

Mayor Pro Tem Zenchuk made a motion to amend the agenda to add Items A through I under New Business to a consent agenda. Councilman Wilbur seconded the motion. Motion carried 3-0.

Consent Agenda

- A. An ordinance to amend the Code of the City of Holly Springs, Georgia; to Repeal Article I. – In General of Chapter 2 – Administration
- B. A resolution of the City of Holly Springs Mayor and Council to appoint a member to the Cherokee County Development Authority for a four (4) year term
- C. The declaration of covenants, conditions, restrictions, and easements for the City of Holly Springs Town Center Town Homes West and the ratification of the Mayor's signature
- D. Vertical Earth change order #7b for additional site work in the Town Center on the former site of 411 Hickory Road, in an amount not to exceed \$2,043,027
- E. Vertical Earth change order #8 for the Cotton Barn concrete apron demo and haul off, in an amount not to exceed \$1,725 and the ratification of the City Manager's signature

- F. The 2023-2024 Affiliate Main Streets Memorandum of Understanding between the Georgia Department of Community Affairs office of Downtown Development and the City of Holly Springs, Georgia and authorizing the ratification of signatures
- G. The Trademark Sublicense Agreement between the Georgia Department of Community Affairs and the City of Holly Springs, Georgia and authorize the Communications & External Affairs Director to execute the document
- H. The job description for an Administrative/Probation Assistant for the City of Holly Springs, Georgia
- I. The Lighthouse Health and Wellness Virtual Engagement Plan for confidential wellness resources for the City of Holly Springs, Georgia in an amount not to exceed \$2,620

Mayor Pro Tem Zenchuk made a motion to approve the consent agenda. Councilman Wilbur seconded the motion. Motion carried 3-0.

III. Adjournment

Councilman Wilbur made a motion to adjourn. Councilman Whitaker seconded the motion. Motion approved 3-0.

Meeting adjourned.

Respectfully Submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

**City of Holly Springs
City Council Work Session Minutes
June 19, 2023**

Elected Officials Present: Mayor Steven W. Miller, Mayor Pro Tem Michael Roy Zenchuk II, Councilman Kevin Moore, Councilman Jeff Wilbur, Councilwoman Dee Phillips, and Councilman Kyle Whitaker.

Staff Present: City Attorney Robert M. Dyer, City Manager Rob Logan, City Clerk/Human Resources Director Karen Norred, Chief Tommy Keheley, Deputy Chief Greg Clyburn and Community Development Director Nancy Moon.

I. Call to Order

Mayor Miller called the Work Session to order.

II. Public Comments

No public comments were made.

III. New Business

- A. Discussed Vertical Earth change order #9 for additional conduit for future landscaping, irrigation and lighting in Town Center
- B. Discussed the Patriot Rail Application for construction of an at-grade crossing through railroad corridor and property for a new roadway
- C. Discussed the General Contractor Agreement among Stonecrest Homes GA, LLC, the City of Holly Springs, Georgia and the Downtown Development Authority of Holly Springs for renovations to the Train Depot
- D. Discussed the first amendment to the loan agreement between Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority and the City of Holly Springs for the Holly Springs Parkway Widening Project Phase II, to request an extension of time to drawdown funds and to ratify the Mayor's signature
- E. Discussed the release of Advance Auto Stormwater System Maintenance Bond #3460964
- F. Discussed the release of Advance Auto Landscaping Maintenance Bond #3460966
- G. Discussed Amendments to Section 12.7 – Take Home Vehicle Program of the Holly Springs Police Department Operations Manual
- H. Discussed Amendments to Section 16.8 – Biased Based Profiling of the Holly Springs Police Department Operations Manual
- I. Discussed Amendments to Section 17.2 – Follow Up Investigations of the Holly Springs Police Department Operations Manual

IV. Adjournment

Executive Session moved from Business Meeting agenda to Work Session agenda.

EXECUTIVE SESSION

- Litigation

Mayor Pro Tem Zenchuk made a motion to enter into executive session for the purpose of litigation. Councilman Moore seconded the motion. Motion carried 5-0.

Mayor Miller asked for a motion to adjourn and enter into executive session for the purpose of litigation. Councilman Wilbur made a motion to adjourn and enter into executive session for the purpose of litigation, seconded by Mayor Pro Tem Zenchuk. Motion carried 5-0.

**City of Holly Springs
City Council Business Meeting Minutes
June 19, 2023**

Elected Officials Present: Mayor Steven W. Miller, Mayor Pro Tem Michael Roy Zenchuk II, Councilman Kevin Moore, Councilman Jeff Wilbur, Councilwoman Dee Phillips, and Councilman Kyle Whitaker.

Staff Present: City Attorney Robert M. Dyer, City Manager Rob Logan, City Clerk/Human Resources Director Karen Norred, Chief Tommy Keheley, Deputy Chief Greg Clyburn and Community Development Director Nancy Moon.

I. Call to Order

Mayor Steven W. Miller called the Business Meeting to order.

II. Pledge of Allegiance

Mayor Steven W. Miller led the Pledge of Allegiance.

III. Invocation

Mayor Pro Tem Zenchuk gave the invocation.

Mayor Pro Tem Zenchuk made a motion to amend the agenda to add the Yard of the Month after the invocation, to be presented by Pamela Shurmantine of the Tree Commission. Councilman Whitaker seconded the motion. Motion carried 5-0.

Presentations

Yard of the Month – Kirk and Sharon Manzo

Councilman Whitaker made a motion to amend the agenda to add Items A through I under New Business to the consent agenda. Councilwoman Phillips seconded the motion. Motion carried 5-0.

IV. Consent Agenda

- A. May 1, 2023 Council Work Session and Special Called Meeting Minutes
- B. May 15, 2023 Council Work Session and Council Business Meeting Minutes

New Business Items

- A. The Vertical Earth change order #9 for additional conduit for future landscaping, irrigation and lighting in Town Center in an amount not to exceed \$106,734
- B. The Patriot Rail Application for construction of an at-grade crossing through railroad corridor and property for a new roadway
- C. The General Contractor Agreement, Contract #005-2023 among Stonecrest Homes GA, LLC, the City of Holly Springs, Georgia and the Downtown Development Authority of Holly Springs for renovations to the Train Depot in an amount not to exceed \$56,897

- D. The first amendment to the loan agreement between Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority and the City of Holly Springs for the Holly Springs Parkway Widening Project Phase II, to request an extension of time to drawdown funds and to ratify the Mayor's signature
- E. The release of Advance Auto Stormwater System Maintenance Bond #3460964
- F. The release of Advance Auto Landscaping Maintenance Bond #3460966
- G. The Amendments to Section 12.7 – Take Home Vehicle Program of the Holly Springs Police Department Operations Manual
- H. The Amendments to Section 16.8 – Biased Based Profiling of the Holly Springs Police Department Operations Manual
- I. The Amendments to Section 17.2 – Follow Up Investigations of the Holly Springs Police Department Operations Manual

Councilwoman Phillips made a motion to approve the consent agenda. Councilman Moore seconded the motion. Motion carried 5-0

V. Old Business

- A. Mayor Pro Tem Zenchuk made a motion to approve **D-01-2023**, applicants, Michael J. and Shannon Griffith requests deannexation of 1.71 +/- acres located at 722 Peardon Court, Holly Springs, GA, tax parcel 120A of tax plat 15N20. Councilman Wilbur seconded the motion. Motion carried 5-0.

VI. New Business

Agenda items A through I were moved to the consent agenda.

VII. Reports

VIII. Adjournment

Mayor Pro Tem Zenchuk made a motion to adjourn. Councilman Moore seconded the motion. Motion carried 5-0.

Meeting adjourned.

Respectfully submitted.

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLY SPRINGS, GEORGIA, AS AMENDED, INTERPRETATIONS AND DEFINITIONS, ARTICLE 2 AND DISTRICT USES AND REGULATIONS, ARTICLE 5 OF THE HOLLY SPRINGS ZONING ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

The Council of the City of Holly Springs hereby ordains that:

Section 1. That the following definition for “CBD and/or Tobacco Specialty Store” be added to Article 2, Interpretations and Definitions, Section 2.2: Definitions:

CBD and/or Tobacco Specialty Store: Any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of cannabinoid (CBD) or tobacco products including but not limited to CBD or tobacco paraphernalia, vape products, or any combination thereof. Products include the following: pipes, punctured metal bowls, bongs, water bongs, electric pipes, e-cigarettes, e-cigarette juice, buzz bombs, vaporizers, hookah, any devices for holding burning material, any electronic smoking device, and any substances that may be aerosolized or vaporized by such device. Lighters and matches shall be excluded from the definition of CBD and tobacco paraphernalia. Any grocery store, supermarket, convenience store or similar retail use that offers, as an ancillary use, conventional cigars, cigarettes, tobacco, or CBD retail products for sale shall not be defined as a "CBD and/or Tobacco Specialty Store" and shall not be subject to the Conditional Use Permit restrictions of Article 5, Section 5.4-11A CBD and/or Tobacco Specialty Store.

Section 2. That Article 5, District Uses and Regulations, Section 5.2-8, GENERAL COMMERCIAL, GC, be amended by adding the following to D) Conditional Uses:

CBD and/or Tobacco Specialty Store

Section 3. That Article 5, District Uses and Regulations, Section 5.4, Additional Requirements by Use, be amended by adding the following:

5.4-11A CBD and/or Tobacco Specialty Store. Retail stores defined under Article 2: Interpretations and Definitions of the Holly Springs Zoning Ordinance as "CBD and/or Tobacco Specialty Store" must satisfy the following requirements prior to the acceptance of a conditional use permit. Distances required for the issuance of a conditional use permit shall be measured in lineal feet by the most direct route of travel on the ground as detailed below:

- a.) Proposed premises of the retail CBD and/or Tobacco Specialty Store establishment is greater than one thousand (1,000) feet from a religious institution, greater than one thousand (1,000) feet from a day care center, greater than one thousand (1,000) feet from a school, and greater than five thousand (5,000) feet from another retail CBD

and/or Tobacco Specialty Store with an approved business license by the City of Holly Springs.

Distance from existing land use in feet	Religious Institution	Day Care Center	School	CBD and/or Tobacco Specialty Store
CBD and/or Tobacco Specialty Store	>1,000 ft.	>1,000 ft.	>1,000 ft.	>5,000 ft.

- b.) Means of measurement are further defined below:
1. *Church*: Measured from the front door of the proposed premises of a licensed retail CBD and/or Tobacco Specialty Store to the front door of the church.
 2. *School*: Measured from the front door of the proposed premises of a licensed retail CBD and/or Tobacco Specialty Store to the nearest property line of the real property being used for school or educational purposes.
 3. *Day Care*: Measured from the front door of the proposed premises of a licensed retail CBD and/or Tobacco Specialty Store to the nearest property line of the real property being used for day care services.
 4. *Existing retail CBD and/or Tobacco Specialty Store*: Measured from the front door of the proposed premises of a licensed retail CBD and/or Tobacco Specialty Store to the front door of the existing retail CBD and/or Tobacco Specialty Store.
- c.) A scale drawing from a registered surveyor identifying the location of the proposed premises and the distance to the nearest religious institution, school, day care center, and other business uses defined as a Retail CBD and/or Tobacco Specialty Store. Distance shall be measured in lineal feet by the most direct route of travel on the ground from premise to premise.
- d.) City Council, in its sole discretion, may consider a variance to reduce distance requirements using the standards set forth in Article 15: Variances, Appeals, and Special Exceptions of the Holly Springs Zoning Ordinance, in addition to the information provided in the application.

Section 2. If any Section, sub-section, sentence, clause, phrase or any portion of this Ordinance be declared invalid or unconstitutional by any court or competent jurisdiction or if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid. It is hereby declared to be the intent of the City Council

to provide for separable and divisible parts and he does hereby adopt any and all parts hereof as may not be held invalid for any reason.

Section 3. This Ordinance shall become effective immediately upon approval by the Mayor and Council.

SO ORDAINED, this 17th day of July, 2023.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

SAAS SERVICES AND SUBSCRIPTION AGREEMENT

This SaaS Services and Subscription Agreement (the “Agreement”) is entered into on this **th day** of (the “Effective Date”) between Acta Solutions Inc., a North Carolina corporation (the “Company”), and the Customer listed below (the “Customer”). This Agreement includes and incorporates the attached Terms and Conditions, and contains, among other things, warranty disclaimers, liability limitations and use limitations.

Customer: Holly Springs, GA	Contact: Nancy Moon
Address:	Phone: 770-345-5533
	E-Mail: nmoon@hollyspringsga.us
The “Services”: I. Personalized on-boarding process that will include support in creation of templates and guidance on installation of the solution II. Training provided to users in group and 1:1 setting on how to best leverage the solution III. Acta Mustang™, a cloud-based Outlook Add-in, that will provide department staff with: a. A bank of standardized, dynamic templates for staff to auto-populate responses to customer inquiries directly in their Outlook inboxes b. A secure web portal for centralized management of the knowledge base where Admin users can edit, organize, and maintain templates to ensure consistency of department communications c. A monthly data report to the Department Director and other leadership that includes data visualizations of customer inquiry topic distribution, customer inquiry volume, and other usage data IV. Continued technical maintenance, upkeep, and updating of the Acta Mustang™ Outlook Add-In	
Subscription Phase Term: 8/1/23-12/31/24	Subscription Phase Fees: \$400/month paid annually for a total of \$4,800, subject to the Terms and Conditions. We are prorating the Fees into two payments. The first payment will be for \$2,000. The second payment would start the annual payments.
Service Capacity: All subscription tiers come with implementation, onboarding, and live support. There is no cap on the number of templates. There is a service capacity of 10 users for the Basic Tier.	

Acta Solutions Inc.:

Holly Springs, GA:

By: _____

By: _____

Name: **Tai Huynh**

Name: _____

Title: **CEO**

Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services for Customer's internal business purposes only. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for providing Company with all necessary access and permissions required by Company to provide the Services, including, without limitation all standard

permissions required by Microsoft Outlook Add-ins, including access to the read view of incoming emails while the Acta Mustang™ Add-in is open and edit access on outgoing emails that users use the Acta Mustang™ Add-in to modify prior to sending. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after three (3) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and created specifically for Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (c) all analyses and any other associated information created or conducted by Company and including the right to aggregate and reuse all such information for any purpose, and (d) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect, analyze, and aggregate data and other

information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the SaaS Services and Subscription Agreement for the Services in accordance with the terms therein (the “Fees”). Except as otherwise specified herein or in the SaaS Services and Subscription Agreement (a) fees based on subscriptions purchased apply whether or not the subscription is actually used, (b) payment obligations are non-cancelable and fees paid are non-refundable except as expressly stated herein, and (c) purchased quantities or amounts cannot be decreased during the relevant Subscription Phase Term stated in the SaaS Services and Subscription Agreement. Subscription fees are charged on an annual basis and due in advance. Fees and charges for other services are as indicated in the SaaS Services and Subscription Agreement. If Customer’s use of the Services exceeds the Service Capacity set forth on the SaaS Services Agreement or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the initial Subscription Phase Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services. If any undisputed amount owing by Customer under this or any other agreement for the Services is thirty (30) or more days overdue, Company may, without limiting its other rights and remedies, suspend Services to Customer and Customer’s access to the Services until such amounts are paid in full. Company will give Customer at least seven (7) days’ prior written notice that

Customer’s account is overdue before suspending the Services to Customer and Customer’s access to the Services.

4.3 Unless otherwise stated, Company’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Company has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Company is solely responsible for taxes assessable against Company based on its income, property and employees.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Subscription Phase Term as specified in the SaaS Services Agreement, and shall be automatically renewed for additional commercial periods of the same duration as the Subscription Phase Term (collectively, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days’ notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. THE SERVICES ARE PROVIDED “AS IS”, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPANY DOES NOT REPRESENT OR WARRANT THAT USE OF THE

SERVICES WILL BE ERROR-FREE, COMPLETELY SECURE, OR UNINTERRUPTED, OR THAT THE SERVICES WILL MEET ANY OF CUSTOMER'S REQUIREMENTS, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED..

7. TECHNICAL SUPPORT.

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 7:00 pm Eastern time, with the exclusion of Federal Holidays ("**Support Hours**"). Customer may initiate a helpdesk ticket during Support Hours by calling **317-677-6787** or any time by emailing **pavani@actasolutions.io**. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed

by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. Unless otherwise specified, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of North Carolina without regard to its conflict of law's provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.



Acta Solutions Inc.
201 W Main St Suite 100 PMB 309
Durham, NC 27701

Quote

Valid for 60 days -- Submitted 6/5/23

Quote for

Nancy Moon
Holly Springs, GA

Quote

78

Description	Duration (Months)	Per month price	Total price
Acta Pro-rated Subscription - Basic Tier (8/1/23-12/31/23)	5	\$400.00	\$2,000.00

Notes:

Subtotal

\$2,000.00

This quote is for a Basic Tier pro-rated subscription to the Acta platform. The subscription includes access to our Outlook Add-in, Knowledge Base Manager, and data analytics.

The Basic Tier comes with 10 users and unlimited Blocks. Our pricing is all-inclusive of implementation, onboarding, training, and live support provided during duration of the subscription.

Total Due: \$2,000.00

Steven W. Miller, Mayor

Date

Attest:

Karen Norred, City Clerk
(Seal)



Acta Solutions Inc.
201 W Main St Suite 100 PMB 309
Durham, NC 27701

Quote

Valid for 60 days -- Submitted 6/5/23

Quote for

Nancy Moon
Holly Springs, GA

Quote

79

Description	Duration (Months)	Per month price	Total price
Acta Annual Subscription - Basic Tier (1/1/24-12/31/24)	12	\$400.00	\$4,800.00

Notes:

Subtotal

\$4,800.00

This quote is for a Basic Tier Annual subscription to the Acta platform. The subscription includes access to our Outlook Add-in, Knowledge Base Manager, and data analytics.

The Basic Tier comes with 10 users and unlimited Blocks. Our pricing is all-inclusive of implementation, onboarding, training, and live support provided during duration of the subscription.

Total Due: \$4,800.00

Steven W. Miller, Mayor

Date

Attest:

Karen Norred, City Clerk
(Seal)

TITLE VI NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation
and

The City of Holly Springs

Name of Recipient

Policy Statement

The **(Name of Recipient)** City of Holly Springs, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's **(Name of person/division)** Community Development Director, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Steven W. Miller

Name of Responsible Agency Official (Please Print)

Mayor

Title

July 17, 2023

Date

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** the City of Holly Springs has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** the City of Holly Springs Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The City of Holly Springs, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation

Office of Equal Opportunity, Title VI/ Program

600 West Peachtree Street, N.W. 7th Floor

Atlanta, GA 30308

(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

Signature

EEO Director

Title

Date

NAME OF RECIPIENT:

Signature

Mayor

Title

July 17, 2023

Date

Appendix A

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Georgia, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.



Vertical Earth
6025 Matt Highway
Cumming, GA 30028
770-888-2224 Office

CO 10

SITE: Holly Springs Mixed Use
Holly Springs, GA

DATE: 06/20/2023

SCOPE OF WORK: Install 2 additional sanitary sewer cleanouts not shown on the plans per CCWSA request.

Description	Quantity	Unit Rate	Total Amount
Materials	1 LS	\$1,500.00	\$1,500.00
Install 2X6" cleanouts on existing 6" PVC sewer line at 18.5' deep	1 LS	\$4,000.00	\$4,000.00
Shoring	1 LS	\$1,500.00	\$1,500.00
		Subtotal	\$ 7,000.00
		15% Markup	\$ 1,050.00
		Total Cleanout Add	\$ 8,050.00

Vertical Earth, Inc.

Kate Ridgely

Date:

6/20/2023

City of Holly Springs

Steven W. Miller, Mayor

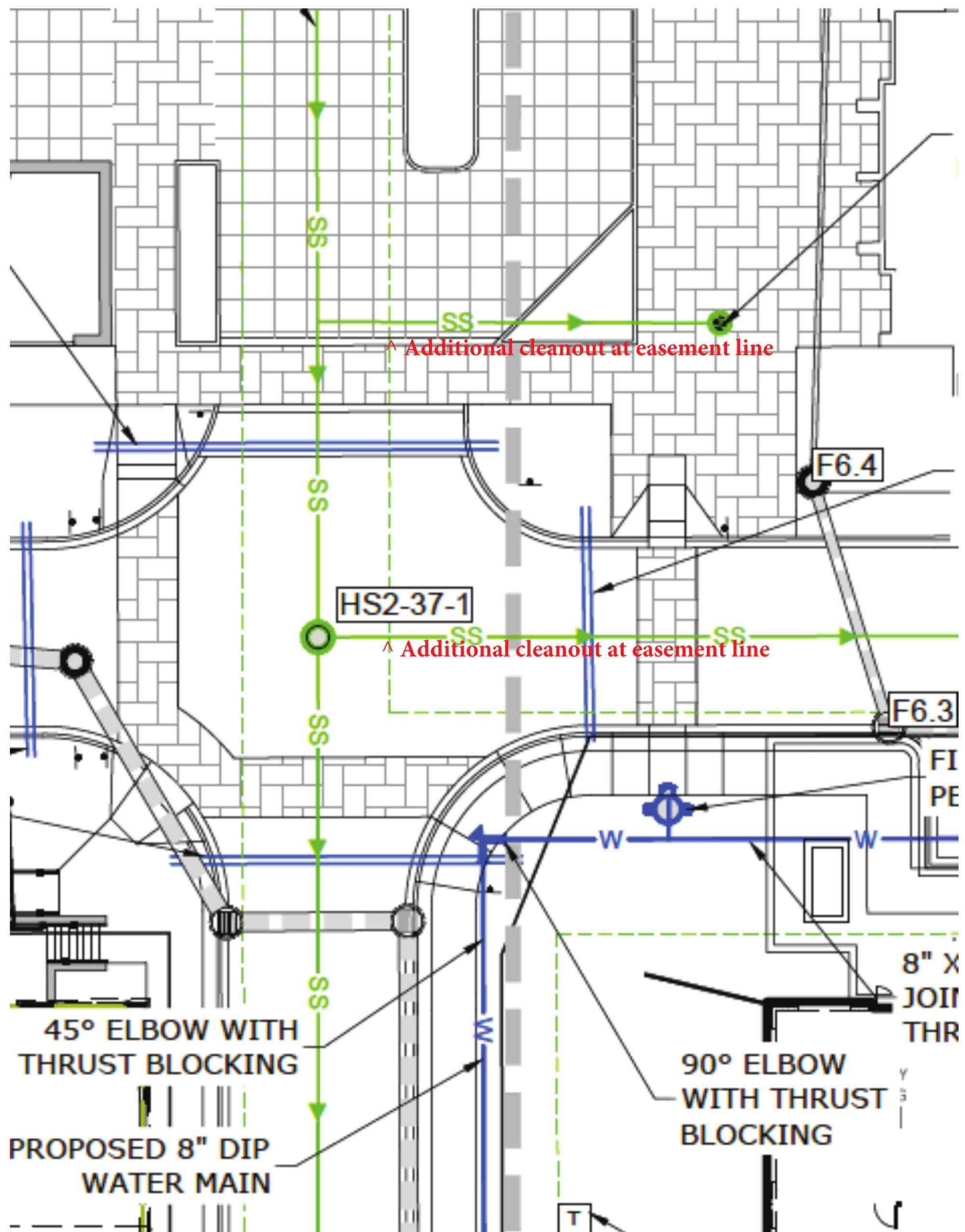
Date:

Downtown Development Authority of Holly Springs

Date:

Attest:

Karen Norred, City Clerk
(Seal)





Vertical Earth
6025 Matt Highway
Cumming, GA 30028
770-888-2224 Office

CO 11

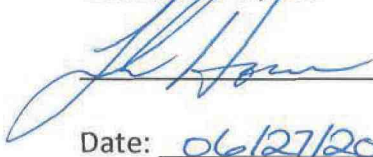
SITE: Holly Springs Mixed Use
Holly Springs, GA

DATE: 06/27/2023

SCOPE OF WORK: Touchless water meter lids and nipples for Town Homes (35 EA) and City Homes (30 EA).

Description	Quantity	Unit Rate	Total Amount
Touchless Meter Lids	65 EA	\$ 46.75	\$ 3,038.75
Meter Nipples	65 EA	\$ 40.00	\$ 2,600.00
		Subtotal	\$ 5,638.75
		15% Markup	\$ 845.81
Total Touchless Lid (Rounded to the nearest dollar)			\$ 6,485.00

Vertical Earth, Inc.


Date: 06/27/2023

City of Holly Springs

Steven W. Miller, Mayor

Date: _____

Downtown Development Authority of Holly Springs

Date: _____

Attest:

Karen Norred, City Clerk
(Seal)

Quote #3

Date: June 27, 2023

To c/o Holly Springs City Council
3237 Holly Springs PKWY
Holly Springs GA, 30115

Customer ID 992

Salesperson	Job	Payment Terms	Due Date
	HOTL Sidewalk Repair	30 days	

Qty	Description	Unit Price	Line Total
1	Sidewalk repair including demo and installation of roughly 695 s.f. of concrete, 13 tree removals, 13 stump grinds, 9 concrete grindings, sod replacement for stump ground areas.	\$27,605.00	\$27,605.00
	604 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	606 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	616 Lorimore Pass – one concrete grind		
	628 Lorimore Pass – one concrete grind		
	632 Lorimore Pass – one concrete grind		
	642 Lorimore Pass – one tree, one stump, one section of concrete, sod		
	644 Lorimore Pass– one concrete grind, one tree, one stump, one section of concrete, sod		
	646 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	648 Lorimore Pass – two trees, two stumps, two sections of concrete, sod		
	650 Lorimore Pass - two concrete grinds		
	652 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	654 Lorimore Pass - one concrete grind, one tree, one stump, one section of concrete, sod		
	656 Lorimore Pass – one concrete grind		
	658 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	660 Lorimore Pass - one concrete grind, one tree, one stump, one section of concrete, sod		
	662 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	664 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	All areas will be left broom swept clean, concrete will be broomed textured, Douglas Outdoors LLC isn't responsible for vandalism to concrete after leaving the site.		

Subtotal \$27,605.00

Sales Tax 0.00

Total \$27,605.00

Steven W. Miller, Mayor

Date

Attest:

Karen Norred, City Clerk

Make all checks payable to Douglas Outdoors LLC.

(Seal)

677 Lorimore Pass Canton, GA 30115 404-915-0699 douglasoutdoorsllc@gmail.com

Quote #4

Date: June 27, 2023

To c/o Holly Springs City Council
3237 Holly Springs PKWY
Holly Springs GA, 30115

Customer ID 992

Salesperson	Job	Payment Terms	Due Date
	HOTL Sidewalk Repair	30 days	

Qty	Description	Unit Price	Line Total
1	Sidewalk repair including demo and installation of roughly 734 s.f. of concrete, 11 tree removals, 11 stump grinds, 10 concrete grindings, sod replacement for stump ground areas.	\$22,855.00	\$22,855.00
	613 Lorimore Pass - one concrete grind		
	617 Lorimore Pass - one concrete grind		
	621 Lorimore Pass – one tree, one stump, one section of concrete, sod		
	635 Lorimore Pass – one concrete grind		
	637 Lorimore Pass – one concrete grind, one tree, one stump, one section of concrete, sod		
	639 Lorimore Pass – one tree, one stump, one section of concrete, sod		
	641 Lorimore Pass—one tree, one stump, one section of concrete, sod		
	643 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	645 Lorimore Pass – one concrete grind		
	647 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	649 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	651 Lorimore Pass – two concrete grinds, two trees, two stump, one section of concrete, sod		
	653 Lorimore Pass – one concrete grind		
	675 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	677 Lorimore Pass – one section of concrete		
	692 Lorimore Pass - one section of concrete		
	690 Lorimore Pass - one tree, one stump, one section of concrete, sod		
	680 Lorimore Pass – one concrete grind		
	676 Lorimore Pass – one concrete grind		
	All areas will be left broom swept clean, concrete will be broomed textured, Douglas Outdoors LLC isn't responsible for vandalism to concrete after leaving the site.		

Steven W. Miller, Mayor
Attest:

Date

Subtotal	\$22,855.00
Sales Tax	0.00
Total	\$22,855.00

Karen Norred, City Clerk
(Seal)

Make all checks payable to Douglas Outdoors LLC.

677 Lorimore Pass Canton, GA 30115 404-915-0699 douglasoutdoorsllc@gmail.com

Twin Oaks Landscape Group, Inc.

P.O. Box 1938

Woodstock, Georgia 30188

Maintenance Proposal

Date	6/21/2023
Proposal #	23370

Customer
City of Holly Springs Downtown Dev Authority of Holly Spinrgs PO Box 990 Holly Springs, GA 30115

Phone #	Fax #	E-mail
770-591-3300	770-591-3398	landscape@twinoaksga.com

Subdivision/Lot
Holly Springs

Months	Frequency	Description	Monthly	Total
12	Bi-Weekly	Detention Pond Maintenance and Weedeating Cut Grass, Edge, Trim Bushes, Clean Walks and Curbs, Spray or Pull Weeds in Beds Only, Police Areas - 26 Visits per Year If accepted, please initial: _____	350.00	4,200.00
12	Bi-Weekly	Roundabout and Shrubs at Fire Station Cut Grass, Edge, Trim Bushes, Clean Walks and Curbs, Spray or Pull Weeds in Beds Only, Police Areas - 26 Visits per Year If accepted, please initial: _____	265.00	3,180.00
12	Bi-Weekly	Hardin House Cut Grass, Edge, Trim Bushes, Clean Walks and Curbs, Spray or Pull Weeds in Beds Only, Police Areas - 26 Visits per Year If accepted, please initial: _____	395.00	4,740.00
		If accepted a contract will follow.		

Proposal Valid for 30 Days

Total	\$12,120.00
--------------	--------------------

If accepted, please sign and return a copy to Twin Oaks Landscape

SIGNATURE: _____

Steven W. Miller, Mayor

Date: _____

Attest: _____

Karen Norred, City Clerk

Downtown Development Authority of Holly Springs

Date: _____

ANNEXATION ORDINANCE

An Ordinance to annex property in the City of Holly Springs, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated (O.C.G.A.); to provide an effective date of said annexation and zoning; and for other purposes.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLY SPRINGS:

The following area contiguous to the City of Holly Springs is hereby annexed and zoned into and is made part of said City:

Section 1

3.31+/- acres, identified as parcel 458 of tax plat 15N20 of the 15th District of Cherokee County, located off of Twin Lakes Drive and more particularly identified by "Exhibit A," the tax plat identifying the subject tract (attached).

Section 2

Upon annexation, this tract shall be placed in Ward Number 3 of the corporate limits of the City of Holly Springs, Georgia.

Section 3

Upon annexation, this tract shall be zoned R-80, Estate Residential.

Section 4

This ordinance shall become effective on the 1st day August, 2023.

Section 5

The City Clerk of the City of Holly Springs is hereby instructed to send certified copies of this ordinance, along with a map of the area annexed to the Cherokee County Board of Commissioners, as well as, notify the Georgia Department of Community Affairs within thirty (30) days after the effective date of the annexation as set forth in section 4 above.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Approved this 17th day of July 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

Steven W. Miller, Mayor

Karen Norred, City Clerk

Seal:

BM Agenda Item VI-A

I HEREBY CERTIFY THAT I AM THE OWNER(S) OF THE PROPERTY HEREON, WHICH IS LOCATED IN WITHIN THE JURISDICTION OF CHEROKEE COUNTY, GA.

TERRI NORTON DATED

- (A) 25' UNDISTURBED STATE STREAMBANK BUFFER
- (B) 50' UNDISTURBED COUNTY STREAM BANK BUFFER
- (C) 75' IMPERVIOUS SURFACE BUFFER

All driveways will be required to obtain a driveway permit from the Cherokee County Engineering Department. Property owner will be responsible for making sure all driveways meet Cherokee County standards.

Tracts A and B make up the entirety of Parcel 548 of Tax Plat 15N20. This parcel is requested to be annexed. Tract C is owned by the City and is currently within the City limits. Once annexation is complete, the applicant will gain ownership of Tract C and the City will take ownership of Tract B. Tract C will be rezoned from PDR to R-40 and Tract B will be rezoned from R-80(county) to PDR. Tract A will be rezoned from R-80(county) to R-40.

NOTES:

- 1) THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY PRIVATE AND PUBLIC.
- 2) UNDERGROUND UTILITIES AND/OR STRUCTURES, IF ANY, MAY NOT BE SHOWN.
- 3) IF ACTIVE STREAMS ARE PRESENT, THEY SHALL HAVE 25' UNDISTURBED STATE STREAM BANK BUFFER, ALL STREAMS SHALL HAVE 50' UNDISTURBED COUNTY STREAM BANK BUFFER & 75' IMPERVIOUS SURFACE BUFFER FROM TOP OF STREAM BANK.
- 4) A UNITED STATES ARMY CORPS OF ENGINEERS PRECONSTRUCTION NOTIFICATION AND EROSION PERMIT IS REQUIRED FOR ANY FUTURE PIPED STREAM CROSSINGS IN STATES WATERS.
- 5) A GEORGIA REGISTERED DESIGN PROFESSIONAL SHALL DESIGN AND PERMIT ALL FUTURE STORM DRAINAGE ON THESE PROPERTIES.
- 6) DEVELOPMENT THAT WILL RESULT IN LAND DISTURBANCE EQUAL TO OR GREATER THAN ONE (1) ACRE REQUIRES COVERAGE UNDER THE APPLICABLE NPDES GENERAL PERMIT. THE REQUIREMENTS FOR COVERAGE INCLUDE, BUT ARE NOT LIMITED TO, A GEORGIA LICENSED DESIGN PROFESSIONAL PREPARING PROFESSIONAL PREPARING 3 PHASE EROSION CONTROL PLANS FOR ALL INTENDED DISTURBANCE ASSOCIATED WITH YOUR PROJECT, AND OBTAINING APPROVAL FROM CHEROKEE COUNTY AS THE LOCAL ISSUING AUTHORITY.
- 7) REFERENCE: PLAT OF A SURVEY FOR: TERRI NORTON, BY: DAVIS ENGINEERING & SURVEYING, DATED: SEPTEMBER 19, 2012.
- 8) REFERENCE: PLAT BOOK 14 PAGE 17.
- 9) REFERENCE: PLAT BOOK 19 PG. 76.
- 10) REFERENCE: PLAT 19 PAGE 77.
- 11) REFERENCE: PLAT BOOK 68 PAGE 47.
- 12) REFERENCE: DEED BOOK 13034 PAGE 45.

FIELD BOOK 122, PAGE 49, FILE R3379.

LEGEND:

- 1) I.P.S. - IRON PIN SET (#4 R.)
- 2) I.P.F. - IRON PIN FOUND
- 3) L.L.L. - LAND LOT LINE
- 4) R/W - RIGHT OF WAY
- 5) E - PROPERTY LINE
- 6) C - CENTER LINE
- 7) R - REINFORCING BAR
- 8) P.P. - POWER &(OR) PHONE POLE
- 9) N.P.F. - NOW OR FORMERLY
- 10) ---X--- FENCE (APPROX. LOC.)
- 11) ---A--- OVERHEAD UTILITY LINE
- 12) B.L. - BUILDING LINE
- 13) D.E. - DRAINAGE EASEMENT
- 14) (XXX) - STREET ADDRESS

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,842 FEET AND AN ANGULAR ERROR OF 2.4" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPOUND RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 52,438 FEET.

EQUIPMENT USED FOR MEASUREMENTS: IX SERIES ROBOTIC TOTAL STATION

FIELD WORK BY: D.M. & S.B.
DRAWN BY: ANDREA HILLHOUSE
CHECKED BY: DAVID E. MITCHELL

Fire Marshal's Office Plan Review Comments:

According to our County GIS map, it does not appear there is a fire hydrant within 1000 feet of all points of the buildable area.

Fire Marshal's Office Recommendation: The Cherokee County Fire Marshal's Office has recommended that a fire hydrant be installed. Should you follow the recommendation of the Cherokee County Fire Marshal's and choose to install a fire hydrant, the location should be reviewed of the Cherokee County Fire Marshal's by after the utility approves the location of the installation.

Dear Developer/Owner,

The Cherokee County Fire Marshal's Office has reviewed your request to sub-divide the referenced property. We are providing comment(s) and information for you to consider. When you review the comments below please keep in mind the Insurance Services Organization (ISO) rating of our fire department in Cherokee County, ISO rated Cherokee County Fire & Emergency Services as a 2/2Y class fire department. The rating scale is from 1 as being the best and 10 as being no fire protection provided. The classification of 2Y within our rating is designated for those properties that are not within 1000 feet of a fire hydrant. The rating of a 2Y can and will most likely cause an increased homeowner's insurance premium. There have been cases where the 2Y rating has caused a homeowner's insurance premium to rise to triple their previous amount. Again, this is due to no fire hydrant within 1000 feet of the residence.

Fire Hydrant (If Recommended)
In order to ensure the lowest insurance premium rates and an adequate water supply for firefighting purposes we are recommending you provide a fire hydrant(s) installed in a location so that once homes are built on the property there will be a fire hydrant within 1000 feet of any and all homes within this parcel of land. You will need to contact the water authority which provides the water services for more information and requirements for the installation of any additional water lines and all fire hydrant installation requirements. Once the water line and fire hydrant are approved and installed please contact our office so we can update our records and maps for the property as needed. If the water authority rejects your request or if you choose not to add additional water lines or fire hydrants please advise our office so we can update our records and maps for the property as needed.

Fire Department Vehicle Access (If Recommended)
Fire department access to properties is paramount in our ability to access properties for a more effective firefighting strategy. Fire department access roads should be 20 feet wide, less than a 10% grade and be of an all-weather/all-season surface capable of supporting 75,000 pounds. If the public/private access drive is longer than 150 feet, it will need to have an approved turnaround at the end.

TWIN LAKES DRIVE
(AKA CLAYTON LANE)
50' R/W

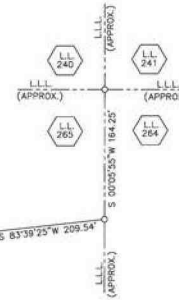
N/F
WILLIAM A. KATINY
(DEED BOOK 13580 PAGE 211)
(PLAT BOOK 28 PAGE 192)

TRACT A
(4.36)

TRACT B

TRACT C
(1.14)

N/F
CITY OF HOLLY SPRINGS
(DEED BOOK 10371 PAGE 445)
(PLAT BOOK 68 PAGE 144)



TRAVERSE TABLE

Course	Bearing	Distance
1	S 57°36'40" W	4.73'
2	S 88°56'55" W	21.81'
3	S 86°48'55" W	8.92'
4	S 42°50'50" W	10.82'
5	S 64°22'45" W	10.03'
6	S 47°44'50" W	20.05'
7	S 25°13'30" W	10.63'
8	S 52°00'55" W	16.18'
9	S 46°18'55" W	32.62'
10	S 55°29'00" W	22.92'
11	S 19°54'35" W	26.55'
12	S 47°14'10" W	7.39'
13	S 01°11'40" E	15.20'
14	S 34°42'10" E	20.65'
15	S 32°38'55" W	33.44'
16	S 23°09'35" W	19.81'
17	S 35°47'15" W	15.58'
18	S 13°27'00" W	16.03'
19	S 57°45'40" W	7.00'
20	S 29°47'45" W	16.02'
21	S 17°26'50" E	9.02'
22	S 53°02'10" W	9.98'
23	S 72°42'20" W	5.09'
24	S 38°50'55" W	15.21'
25	S 46°14'50" W	87.75'
26	S 47°27'50" W	43.25'
27	S 67°48'25" W	33.97'
28	S 24°07'20" W	35.18'
29	S 17°55'20" W	19.97'
30	S 12°28'15" E	20.99'
31	N 52°07'05" E	14.50'
32	N 28°21'50" E	24.80'
33	N 33°48'20" E	36.71'
34	N 31°49'20" E	56.51'
35	N 12°07'25" E	36.44'
36	N 47°22'00" E	38.54'
37	N 17°24'20" E	18.56'
38	N 20°29'30" E	58.55'

AREA

TRACT A = 3.11 ACRES
TRACT B = 0.20 ACRE
TRACT C = 0.20 ACRE
TOTAL AREA = 3.51 ACRES

"ALL MATTERS OF TITLE ARE EXCEPTED"

Prior to any building, erosion, or development permits being issued on these properties, a lot grading and erosion control plan, prepared by a Georgia Soil and Water Conservation Commission (SWCC) Level II certified Design Professional, shall be submitted and approved by Cherokee County Engineering Department.

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



DAVID E. MITCHELL, R.L.S. 2665 DATED

IN OUR OPINION AND AS INDICATED BY A VISUAL ONLY INSPECTION OF F.I.R.M. MAP NO. 13057C0261E, DATED 06-07-2019, THIS PROPERTY APPEARS TO BE IN A ZONE "X" SPECIAL FLOOD HAZARD AREA. IN DETERMINING THIS OPINION, NO FIELD INSPECTION OR ELEVATION VERIFICATION HAS BEEN PERFORMED. A MORE DETAILED EVALUATION MAY BE NEEDED.

LOT LINE ADJUSTMENT

LOT SURVEY PREPARED FOR & AUTHORIZED BY:

TERRI NORTON

LOCATED IN LAND LOT(S): 265
DISTRICT - 15, SECTION - 2
CHEROKEE COUNTY, GEORGIA
CITY OF HOLLY SPRINGS

FIELD WORK: APRIL 4, 2022
PLAT PREPARED: APRIL 7, 2022
SCALE: 1" = 50'

BY: WHOLE LAND SURVEYING, P.C.
P.O. BOX 1280
HOLLY SPRINGS, GEORGIA 30142
PHONE: (770) 479-6364
ron@wholesurveys.com

--- MDEB ---
SURVEYING AND MAPPING
SOCIETY OF GEORGIA

DWG. NO. R3379
JOB NO. 22-3379-280



REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 3.31+/- acres, identified as tax parcel 458 of tax plat 15N20, Land Lot 265 of the 15th District of Cherokee County, from R-80, Estate Residential (County) to R-40, Single Family Residential Estate (City) and PDR, Planned Development Residential (City); and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by Terri S. Norton, requesting rezoning in the City of Holly Springs, Georgia, concerning 3.31+/- acres, identified as tax parcel 458 of tax plat 15N20, Land Lot 265 of the 15th District of Cherokee County, from R-80, Estate Residential (County) to R-40, Single Family Residential Estate (City) and PDR, Planned Development Residential (City); and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for rezoning in the City of Holly Springs, concerning 3.31+/- acres, identified as tax parcel 458 of tax plat 15N20, Land Lot 265 of the 15th District of Cherokee County, Tract A (3.11+/- acres), as shown on site plan submitted and labeled, "Lot Survey Prepared for & Authorized by Terri Norton," (Exhibit A) is hereby rezoned from R-80, Estate Residential (County) to R-40, Single Family Residential Estate (City) and Tract B (0.20+/- acres), as shown on site plan submitted and labeled, "Lot Survey Prepared for & Authorized by Terri Norton," (Exhibit A) is hereby rezoned from R-80, Estate Residential (County) to PDR, Planned Development Residential (City); and

Section 2

This ordinance shall become effective August 1, 2023, upon approval by Mayor and City Council.

Section 3

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 2 above, whether or not they have been physically made and represented.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted the 17th day of July, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

BM Agenda Item VI-B

I HEREBY CERTIFY THAT I AM THE OWNER(S) OF THE PROPERTY HEREON, WHICH IS LOCATED IN WITHIN THE JURISDICTION OF CHEROKEE COUNTY, GA.

TERRI NORTON DATED

- (A) 25' UNDISTURBED STATE STREAMBANK BUFFER
- (B) 50' UNDISTURBED COUNTY STREAM BANK BUFFER
- (C) 75' IMPERVIOUS SURFACE BUFFER

All driveways will be required to obtain a driveway permit from the Cherokee County Engineering Department. Property owner will be responsible for making sure all driveways meet Cherokee County standards.

Tracts A and B make up the entirety of Parcel 548 of Tax Plat 15N20. This parcel is requested to be annexed. Tract C is owned by the City and is currently within the City limits. Once annexation is complete, the applicant will gain ownership of Tract C and the City will take ownership of Tract B. Tract C will be rezoned from PDR to R-40 and Tract B will be rezoned from R-80(county) to PDR. Tract A will be rezoned from R-80(county) to R-40.

NOTES:

- 1) THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY PRIVATE AND PUBLIC.
- 2) UNDERGROUND UTILITIES AND/OR STRUCTURES, IF ANY, MAY NOT BE SHOWN.
- 3) IF ACTIVE STREAMS ARE PRESENT, THEY SHALL HAVE 25' UNDISTURBED STATE STREAM BANK BUFFER, ALL STREAMS SHALL HAVE 50' UNDISTURBED COUNTY STREAM BANK BUFFER & 75' IMPERVIOUS SURFACE BUFFER FROM TOP OF STREAM BANK.
- 4) A UNITED STATES ARMY CORPS OF ENGINEERS PRECONSTRUCTION NOTIFICATION AND EROSION PERMIT IS REQUIRED FOR ANY FUTURE PIPED STREAM CROSSINGS IN STATES WATERS.
- 5) A GEORGIA REGISTERED DESIGN PROFESSIONAL SHALL DESIGN AND PERMIT ALL FUTURE STORM DRAINAGE ON THESE PROPERTIES.
- 6) DEVELOPMENT THAT WILL RESULT IN LAND DISTURBANCE EQUAL TO OR GREATER THAN ONE (1) ACRE REQUIRES COVERAGE UNDER THE APPLICABLE NPDES GENERAL PERMIT. THE REQUIREMENTS FOR COVERAGE INCLUDE, BUT ARE NOT LIMITED TO, A GEORGIA LICENSED DESIGN PROFESSIONAL PREPARING PROFESSIONAL PREPARING 3 PHASE EROSION CONTROL PLANS FOR ALL INTENDED DISTURBANCE ASSOCIATED WITH YOUR PROJECT, AND OBTAINING APPROVAL FROM CHEROKEE COUNTY AS THE LOCAL ISSUING AUTHORITY.
- 7) REFERENCE: PLAT OF A SURVEY FOR: TERRI NORTON, BY: DAVIS ENGINEERING & SURVEYING, DATED: SEPTEMBER 19, 2012.
- 8) REFERENCE: PLAT BOOK 14 PAGE 17.
- 9) REFERENCE: PLAT BOOK 19 PG. 76.
- 10) REFERENCE: PLAT 19 PAGE 77.
- 11) REFERENCE: PLAT BOOK 68 PAGE 47.
- 12) REFERENCE: DEED BOOK 13034 PAGE 45.

FIELD BOOK 122, PAGE 49, FILE R3379.

LEGEND:

- 1) I.P.S. - IRON PIN SET (#4 R.)
- 2) I.P.F. - IRON PIN FOUND
- 3) L.L. - LAND LOT LINE
- 4) R/W - RIGHT OF WAY
- 5) E - PROPERTY LINE
- 6) C - CENTER LINE
- 7) R - REINFORCING BAR
- 8) P.P. - POWER &(OR) PHONE POLE
- 9) N.P.F. - NOW OR FORMERLY
- 10) ---X--- FENCE (APPROX. LOC.)
- 11) ---A--- OVERHEAD UTILITY LINE
- 12) B.L. - BUILDING LINE
- 13) D.E. - DRAINAGE EASEMENT
- 14) (XXX) - STREET ADDRESS

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,842 FEET AND AN ANGULAR ERROR OF 2.5" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPOUND RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 52,438 FEET.

EQUIPMENT USED FOR MEASUREMENTS: IX SERIES ROBOTIC TOTAL STATION

FIELD WORK BY: D.M. & S.B.
DRAWN BY: ANDREA HILLHOUSE
CHECKED BY: DAVID E. MITCHELL

Fire Marshal's Office Plan Review Comments:

According to our County GIS map, it does not appear there is a fire hydrant within 1000 feet of all points of the buildable area.

Fire Marshal's Office Recommendation: The Cherokee County Fire Marshal's Office has recommended that a fire hydrant be installed. Should you follow the recommendation of the Cherokee County Fire Marshal's and choose to install a fire hydrant, the location should be reviewed of the Cherokee County Fire Marshal's by after the utility approves the location of the installation.

Dear Developer/Owner,

The Cherokee County Fire Marshal's Office has reviewed your request to sub-divide the referenced property. We are providing comment(s) and information for you to consider. When you review the comments below please keep in mind the Insurance Services Organization (ISO) rating of our fire department in Cherokee County, ISO rated Cherokee County Fire & Emergency Services as a 2/2Y class fire department. The rating scale is from 1 as being the best and 10 as being no fire protection provided. The classification of 2Y within our rating is designated for those properties that are not within 1000 feet of a fire hydrant. The rating of a 2Y can and will most likely cause an increased homeowner's insurance premium. There have been cases where the 2Y rating has caused a homeowner's insurance premium to rise to triple their previous amount. Again, this is due to no fire hydrant within 1000 feet of the residence.

Fire Hydrant (If Recommended)
In order to ensure the lowest insurance premium rates and an adequate water supply for firefighting purposes we are recommending you provide a fire hydrant(s) installed in a location so that once homes are built on the property there will be a fire hydrant within 1000 feet of any and all homes within this parcel of land. You will need to contact the water authority which provides the water services for more information and requirements for the installation of any additional water lines and all fire hydrant installation requirements. Once the water line and fire hydrant are approved and installed please contact our office so we can update our records and maps for the property as needed. If the water authority rejects your request or if you choose not to add additional water lines or fire hydrants please advise our office so we can update our records and maps for the property as needed.

Fire Department Vehicle Access (If Recommended)
Fire department access to properties is paramount in our ability to access properties for a more effective firefighting strategy. Fire department access roads should be 20 feet wide, less than a 10% grade and be of an all-weather/all-season surface capable of supporting 75,000 pounds. If the public/private access drive is longer than 150 feet it will need to have an approved turnaround at the end.



TWIN LAKES DRIVE
(AKA CLAYTON LANE)
50' R/W

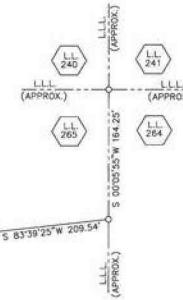
N/F
WILLIAM A. KATINY
(DEED BOOK 13580 PAGE 211)
(PLAT BOOK 28 PAGE 192)

TRACT A
(4.36)

TRACT B

AREA	
TRACT A = 3.11 ACRES	
TRACT B = 0.20 ACRE	
TRACT C = 0.20 ACRE	
TOTAL AREA = 3.51 ACRES	

"ALL MATTERS OF TITLE ARE EXCEPTED"



Prior to any building, erosion, or development permits being issued on these properties, a lot grading and erosion control plan, prepared by a Georgia Soil and Water Conservation Commission (SWCC) Level II certified Design Professional, shall be submitted and approved by Cherokee County Engineering Department.

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



DAVID E. MITCHELL, R.L.S. 2665 DATED

IN OUR OPINION AND AS INDICATED BY A VISUAL ONLY INSPECTION OF F.I.R.M. MAP NO. 13057C0261E, DATED 06-07-2019, THIS PROPERTY APPEARS TO BE IN A ZONE "X" SPECIAL FLOOD HAZARD AREA. IN DETERMINING THIS OPINION, NO FIELD INSPECTION OR ELEVATION VERIFICATION HAS BEEN PERFORMED. A MORE DETAILED EVALUATION MAY BE NEEDED.

LOT LINE ADJUSTMENT

LOT SURVEY PREPARED FOR & AUTHORIZED BY:

TERRI NORTON

LOCATED IN LAND LOT(S): 265
DISTRICT - 15, SECTION - 2
CHEROKEE COUNTY, GEORGIA
CITY OF HOLLY SPRINGS

FIELD WORK: APRIL 4, 2022
PLAT PREPARED: APRIL 7, 2022
SCALE: 1" = 50'

BY: WHOLE LAND SURVEYING, P.C.
P.O. BOX 1290
HOLLY SPRINGS, GEORGIA 30142
PHONE: (770) 479-6364
ron@wholesurveying.com

--- MOBER ---
SURVEYING AND MAPPING
SOCIETY OF GEORGIA

DWG. NO. R3379

JOB NO. 22-3379-280

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 0.2+/- acres, identified as tax parcel 095A (part) of tax plat 15N20A, Land Lot 265 of the 15th District of Cherokee County, from PDR, Planned Development Residential to R-40, Single Family Residential Estate; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by the City of Holly Springs, requesting rezoning in the City of Holly Springs, Georgia, concerning 0.2+/- acres, identified as tax parcel 095A (part) of tax plat 15N20A, Land Lot 265 of the 15th District of Cherokee County, from PDR, Planned Development Residential to R-40, Single Family Residential Estate; and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for rezoning in the City of Holly Springs, concerning 0.2+/- acres, identified as tax parcel 095A (part) of tax plat 15N20A, Land Lot 265 of the 15th District of Cherokee County, Tract C, as shown on site plan submitted and labeled, "Lot Survey Prepared for & Authorized by Terri Norton," (Exhibit A) is hereby rezoned from PDR, Planned Development Residential to R-40, Single Family Residential Estate; and

Section 2

This ordinance shall become effective July 17, 2023, upon approval by Mayor and City Council.

Section 3

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 2 above, whether or not they have been physically made and represented.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted the 17th day of July, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

BM Agenda Item VI-C

I HEREBY CERTIFY THAT I AM THE OWNER(S) OF THE PROPERTY HEREON, WHICH IS LOCATED IN WITHIN THE JURISDICTION OF CHEROKEE COUNTY, GA.

TERRI NORTON DATED

- (A) 25' UNDISTURBED STATE STREAMBANK BUFFER
- (B) 50' UNDISTURBED COUNTY STREAM BANK BUFFER
- (C) 75' IMPERVIOUS SURFACE BUFFER

All driveways will be required to obtain a driveway permit from the Cherokee County Engineering Department. Property owner will be responsible for making sure all driveways meet Cherokee County standards.

Tracts A and B make up the entirety of Parcel 548 of Tax Plat 15N20. This parcel is requested to be annexed. Tract C is owned by the City and is currently within the City limits. Once annexation is complete, the applicant will gain ownership of Tract C and the City will take ownership of Tract B. Tract C will be rezoned from PDR to R-40 and Tract B will be rezoned from R-80(county) to PDR. Tract A will be rezoned from R-80(county) to R-40.

NOTES:

- 1) THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY PRIVATE AND PUBLIC.
- 2) UNDERGROUND UTILITIES AND/OR STRUCTURES, IF ANY, MAY NOT BE SHOWN.
- 3) IF ACTIVE STREAMS ARE PRESENT, THEY SHALL HAVE 25' UNDISTURBED STATE STREAM BANK BUFFER, ALL STREAMS SHALL HAVE 50' UNDISTURBED COUNTY STREAM BANK BUFFER & 75' IMPERVIOUS SURFACE BUFFER FROM TOP OF STREAM BANK.
- 4) A UNITED STATES ARMY CORPS OF ENGINEERS PRECONSTRUCTION NOTIFICATION AND EROSION PERMIT IS REQUIRED FOR ANY FUTURE PIPED STREAM CROSSINGS IN STATES WATERS.
- 5) A GEORGIA REGISTERED DESIGN PROFESSIONAL SHALL DESIGN AND PERMIT ALL FUTURE STORM DRAINAGE ON THESE PROPERTIES.
- 6) DEVELOPMENT THAT WILL RESULT IN LAND DISTURBANCE EQUAL TO OR GREATER THAN ONE (1) ACRE REQUIRES COVERAGE UNDER THE APPLICABLE NPDES GENERAL PERMIT. THE REQUIREMENTS FOR COVERAGE INCLUDE, BUT ARE NOT LIMITED TO, A GEORGIA LICENSED DESIGN PROFESSIONAL PREPARING PROFESSIONAL PREPARING 3 PHASE EROSION CONTROL PLANS FOR ALL INTENDED DISTURBANCE ASSOCIATED WITH YOUR PROJECT, AND OBTAINING APPROVAL FROM CHEROKEE COUNTY AS THE LOCAL ISSUING AUTHORITY.
- 7) REFERENCE: PLAT OF A SURVEY FOR: TERRI NORTON, BY: DAVIS ENGINEERING & SURVEYING, DATED: SEPTEMBER 19, 2012.
- 8) REFERENCE: PLAT BOOK 14 PAGE 17.
- 9) REFERENCE: PLAT BOOK 19 PG. 76.
- 10) REFERENCE: PLAT 19 PAGE 77.
- 11) REFERENCE: PLAT BOOK 68 PAGE 47.
- 12) REFERENCE: DEED BOOK 13034 PAGE 45.

FIELD BOOK 122, PAGE 49, FILE R3379.

LEGEND:

- 1) I.P.S. - IRON PIN SET (#4 R.)
- 2) I.P.F. - IRON PIN FOUND
- 3) L.L.L. - LAND LOT LINE
- 4) R/W - RIGHT OF WAY
- 5) E - PROPERTY LINE
- 6) C - CENTER LINE
- 7) R - REINFORCING BAR
- 8) P.P. - POWER &(OR) PHONE POLE
- 9) N.P.F. - NOW OR FORMERLY
- 10) ---X--- FENCE (APPROX. LOC.)
- 11) ---A--- OVERHEAD UTILITY LINE
- 12) B.L. - BUILDING LINE
- 13) D.E. - DRAINAGE EASEMENT
- 14) (XXX) - STREET ADDRESS

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 18,842 FEET AND AN ANGULAR ERROR OF 2.4" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPOUND RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 52,438 FEET.

EQUIPMENT USED FOR MEASUREMENTS: IX SERIES ROBOTIC TOTAL STATION

FIELD WORK BY: D.M. & S.B.
DRAWN BY: ANDREA HILLHOUSE
CHECKED BY: DAVID E. MITCHELL

Fire Marshal's Office Plan Review Comments:

According to our County GIS map, it does not appear there is a fire hydrant within 1000 feet of all points of the buildable area.

Fire Marshal's Office Recommendation: The Cherokee County Fire Marshal's Office has recommended that a fire hydrant be installed. Should you follow the recommendation of the Cherokee County Fire Marshal's and choose to install a fire hydrant, the location should be reviewed of the Cherokee County Fire Marshal's by after the utility approves the location of the installation.

Dear Developer/Owner,

The Cherokee County Fire Marshal's Office has reviewed your request to sub-divide the referenced property. We are providing comment(s) and information for you to consider. When you review the comments below please keep in mind the Insurance Services Organization (ISO) rating of our fire department in Cherokee County, ISO rated Cherokee County Fire & Emergency Services as a 2/2Y class fire department. The rating scale is from 1 as being the best and 10 as being no fire protection provided. The classification of 2Y within our rating is designated for those properties that are not within 1000 feet of a fire hydrant. The rating of a 2Y can and will most likely cause an increased homeowner's insurance premium. There have been cases where the 2Y rating has caused a homeowner's insurance premium to rise to triple their previous amount. Again, this is due to no fire hydrant within 1000 feet of the residence.

Fire Hydrant (If Recommended)
In order to ensure the lowest insurance premium rates and an adequate water supply for firefighting purposes we are recommending you provide a fire hydrant(s) installed in a location so that once homes are built on the property there will be a fire hydrant within 1000 feet of any and all homes within this parcel of land. You will need to contact the water authority which provides the water services for more information and requirements for the installation of any additional water lines and all fire hydrant installation requirements. Once the water line and fire hydrant are approved and installed please contact our office so we can update our records and maps for the property as needed. If the water authority rejects your request or if you choose not to add additional water lines or fire hydrants please advise our office so we can update our records and maps for the property as needed.

Fire Department Vehicle Access (If Recommended)
Fire department access to properties is paramount in our ability to access properties for a more effective firefighting strategy. Fire department access roads should be 20 feet wide, less than a 10% grade and be of an all-weather/all-season surface capable of supporting 75,000 pounds. If the public/private access drive is longer than 150 feet, it will need to have an approved turnaround at the end.



TWIN LAKES DRIVE
(AKA CLAYTON LANE)
50' R/W

N/F
WILLIAM A. KATHY
[DEED BOOK 13580 PAGE 211]
[PLAT BOOK 28 PAGE 192]

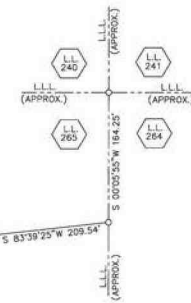
TRACT A
(4.36)

TRACT B

TRACT C

AREA	
TRACT A = 3.11 ACRES	
TRACT B = 0.20 ACRE	
TRACT C = 0.20 ACRE	
TOTAL AREA = 3.51 ACRES	

"ALL MATTERS OF TITLE ARE EXCEPTED"



N/F
JESSEY C. LECROY
KAROLYN E. LECROY
[DEED BOOK 14522 PAGE 2347]
[PLAT BOOK 19 PAGE 76]

N/F
CITY OF HOLLY SPRINGS
[DEED BOOK 10371 PAGE 445]
[PLAT BOOK 68 PAGE 144]

TRAVERSE TABLE

Course	Bearing	Distance
1	S 57°36'40" W	4.73'
2	S 88°56'55" W	21.81'
3	S 86°48'55" W	8.92'
4	S 42°50'50" W	10.82'
5	S 64°22'45" W	10.03'
6	S 47°44'50" W	20.05'
7	S 25°13'30" W	10.63'
8	S 52°00'55" W	16.18'
9	S 46°18'55" W	32.62'
10	S 55°29'00" W	22.92'
11	S 19°54'35" W	26.55'
12	S 47°14'10" W	7.39'
13	S 01°11'40" E	15.20'
14	S 34°42'10" E	20.65'
15	S 32°38'55" W	33.44'
16	S 23°09'35" W	19.81'
17	S 35°47'15" W	15.58'
18	S 13°27'00" W	16.03'
19	S 57°45'40" W	7.00'
20	S 29°47'45" W	16.02'
21	S 17°26'50" E	9.02'
22	S 53°02'10" W	9.98'
23	S 72°42'20" W	5.09'
24	S 38°50'55" W	15.21'
25	S 46°14'50" W	87.75'
26	S 47°27'50" W	43.25'
27	S 67°48'25" W	33.97'
28	S 24°07'20" W	35.18'
29	S 17°55'20" W	19.97'
30	S 12°28'15" E	20.99'
31	N 52°07'05" E	14.50'
32	N 28°21'50" E	24.80'
33	N 33°48'20" E	36.71'
34	N 31°49'20" E	56.51'
35	N 12°07'25" E	36.44'
36	N 47°22'00" E	38.54'
37	N 17°24'20" E	18.56'
38	N 20°29'30" E	58.55'

Prior to any building, erosion, or development permits being issued on these properties, a lot grading and erosion control plan, prepared by a Georgia Soil and Water Conservation Commission (SWCC) Level II certified Design Professional, shall be submitted and approved by Cherokee County Engineering Department.

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



DAVID E. MITCHELL, R.L.S. 2665

DATED

IN OUR OPINION AND AS INDICATED BY A VISUAL ONLY INSPECTION OF F.I.R.M. MAP NO. 13057C0261E, DATED 06-07-2019, THIS PROPERTY APPEARS TO BE IN A ZONE "X" SPECIAL FLOOD HAZARD AREA. IN DETERMINING THIS OPINION, NO FIELD INSPECTION OR ELEVATION VERIFICATION HAS BEEN PERFORMED. A MORE DETAILED EVALUATION MAY BE NEEDED.

LOT LINE ADJUSTMENT

LOT SURVEY PREPARED FOR & AUTHORIZED BY:

TERRI NORTON

LOCATED IN LAND LOT(S): 265
DISTRICT - 15, SECTION - 2
CHEROKEE COUNTY, GEORGIA
CITY OF HOLLY SPRINGS

FIELD WORK: APRIL 4, 2022
PLAT PREPARED: APRIL 7, 2022
SCALE: 1" = 50'

BY: WHOLE LAND SURVEYING, P.C.
P.O. BOX 1290
HOLLY SPRINGS, GEORGIA 30142
PHONE: (770) 479-6364
ron@wholelandsurveying.com

--- MDEB ---
SURVEYING AND MAPPING
SOCIETY OF GEORGIA

DWG. NO. R3379
JOB NO. 22-3379-280

ANNEXATION ORDINANCE

An Ordinance to annex property in the City of Holly Springs, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated (O.C.G.A.); to provide an effective date of said annexation and zoning; and for other purposes.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLLY SPRINGS:

The following area contiguous to the City of Holly Springs is hereby annexed and zoned into and is made part of said City:

Section 1

9.98+/- acres, identified as parcels 017, 017A, and 017C of tax plat 15N26 of the 15th District of Cherokee County, located off of Stringer Road and more particularly identified by "Exhibit A," the tax plat identifying the subject tract (attached).

Section 2

Upon annexation, this tract shall be placed in Ward Number 2 of the corporate limits of the City of Holly Springs, Georgia.

Section 3

Upon annexation, this tract shall be zoned AG, Agricultural.

Section 4

This ordinance shall become effective on the 1st day August, 2023.

Section 5

The City Clerk of the City of Holly Springs is hereby instructed to send certified copies of this ordinance, along with a map of the area annexed to the Cherokee County Board of Commissioners, as well as, notify the Georgia Department of Community Affairs within thirty (30) days after the effective date of the annexation as set forth in section 4 above.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Approved this 17th day of July 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Karen Norred, City Clerk
Seal:



Cherokee County, GA



Legend

☐ Parcels

- ① 15N26-07A
- ② 15N26-07C
- ③ 15N26-07

Notes



1: 4,247



707.9 0 353.94 707.9 Feet

REZONING ORDINANCE

An ordinance to approve an application for rezoning in the City of Holly Springs, Georgia, concerning 9.98+/- acres, identified as tax parcels 017, 017A, and 017C of tax plat 15N26, Land Lot 391 of the 15th District of Cherokee County, from AG, Agricultural to GV, Governmental; and

WHEREAS, an application was properly submitted to the City of Holly Springs Planning and Zoning Commission by the City of Holly Springs, requesting rezoning in the City of Holly Springs, Georgia, concerning 9.98+/- acres, identified as tax parcels 017, 017A, and 017C of tax plat 15N26, Land Lot 391 of the 15th District of Cherokee County, from AG, Agricultural to GV, Governmental; and

WHEREAS, after balancing the interest of the community in promoting public health, safety, morality, or general welfare against the right of the property owner to unrestricted use of the property,

The Council of the City of Holly Springs hereby ordains that:

Section 1

The application for rezoning in the City of Holly Springs, concerning 9.98+/- acres, identified as tax parcels 017, 017A, and 017C of tax plat 15N26, Land Lot 391 of the 15th District of Cherokee County, is hereby rezoned from AG, Agricultural to GV, Governmental; and

Section 2

This ordinance shall become effective August 1, 2023, upon approval by Mayor and City Council.

Section 3

The Community Development Director of the City of Holly Springs, Georgia, is hereby instructed to make any and all appropriate changes to the Official Zoning Map of Holly Springs, necessitated by the action described in Section 1 above; however, said changes to the Official Zoning Map of Holly Springs are effective concurrent with the effective date identified in Section 2 above, whether or not they have been physically made and represented.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Adopted the 17th day of July, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



Cherokee County, GA



Legend

☐ Parcels

- ① 15N26-07A
- ② 15N26-07C
- ③ 15N26-07

Notes



707.9 0 353.94 707.9 Feet

DEANNEXATION ORDINANCE

An Ordinance to Deannex property from the City of Holly Springs, Georgia, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated (O.C.G.A.); to provide an effective date of said deannexation; and for other purposes.

The Council of the City of Holly Springs hereby ordains that:

The following area contiguous to the City of Holly Springs, Georgia, is hereby deannexed into unincorporated Cherokee County, Georgia:

Section 1

0.144 +/- acres located at 334 Peninsula Pointe (part), also known as tax parcel 91 of tax plat 15N19C, Land Lot 244 of the 15th District, 2nd Section of Cherokee County; more particularly identified by the map illustrating the subject tracts and a copy of the deed, attached hereto as "Exhibit A;" and

Section 2

In accordance with O.C.G.A. 36-36-22, the governing authority of Cherokee County adopted a resolution on February 21, 2023, consenting to this deannexation, attached hereto as "Exhibit B;" and

Section 3

This ordinance shall become effective on the 1st day of August, 2023.

Section 4

The Community Development Director of the City of Holly Springs is hereby instructed to send certified copies of this ordinance, along with a digital shapefile of the area to be deannexed to the Georgia Department of Community Affairs, the Cherokee County Board of Commissioners, and the Legislative and Congressional Reapportionment Office of the General Assembly, at a minimum not more than 30 days following the last day of the quarter in which the annexation becomes effective as set forth in section 3 above.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

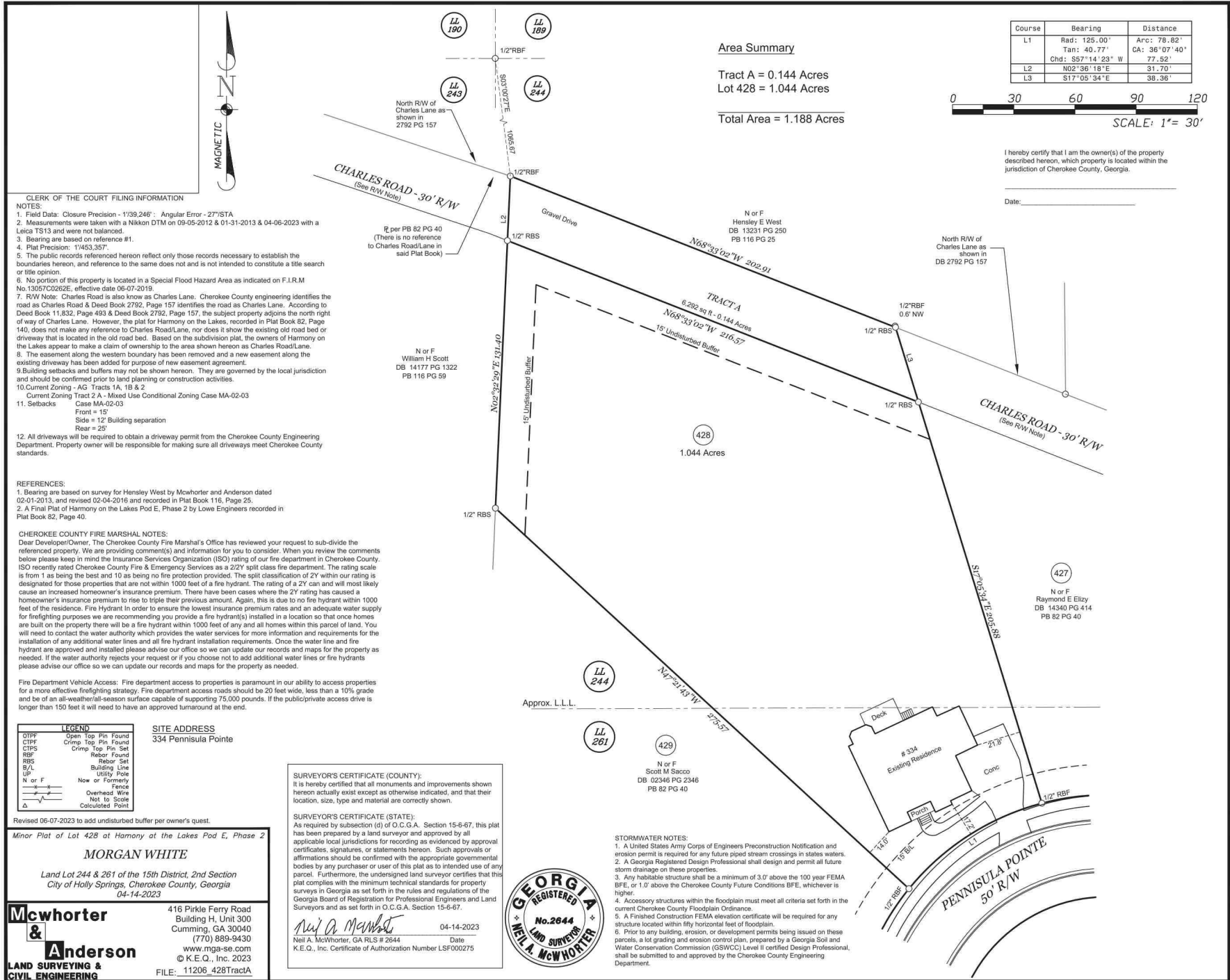
Approved this 17th day of July, 2023, by the Mayor and City Council of the City of Holly Springs, Georgia.

CITY OF HOLLY SPRINGS

Steven W. Miller, Mayor

Attest:

Karen Norred, City Clerk
(Seal)



BM Agenda Item VI-F

Return to: MCMANAMY MCLEOD HELLER, LLC
 11525 Haynes Bridge Rd Ste 250
 Alpharetta, GA 30009
 File # 16-15-0378

STATE OF GEORGIA
 COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE made this **27th day of May, 2016** between

Baumeister, LLC

Deed Book **13882** Pg **292**
 Filed 06/08/2016 09:40 AM
 28-2016-019157

as party or parties of the first part, hereinafter called Grantor, and

William S Gavin, III and Morgan T. White Clerk of Superior Court Cherokee Cty, GA
 as Joint Tenants With Rights of Survivorship,

Transfer Tax 481.30
 Penalty 0.00

Patty Baker

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lots 244, 245, 260 and 261 of the 15th District, 2nd Section, Cherokee County, Georgia, being Lot 428, Harmony on the Lakes, POD E, Phase 2, as per plat recorded in Plat Book 82, Pages 40-45, Cherokee County, Georgia Records, which plat is incorporated herein and made a part hereof by reference.

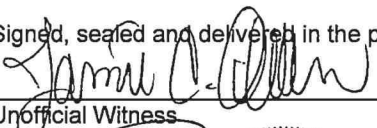
PARCEL IDENTIFICATION NUMBER 15N19C 091

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims passing by or through Grantor.

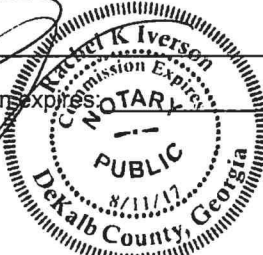
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, sealed and delivered in the presence of:


 Unofficial Witness


 Notary Public
 My Commission Expires

[Notary Seal]



Baumeister, LLC

BY:


 Uwe Gogolin
 Member

BM Agenda Item VI-F

PT-61 (Rev. 11/04)

To be filed in **CHEROKEE COUNTY****PT-61 028-2016-005733**

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME BAUMEISTER, LLC				Exempt Code If no exempt code enter NONE	NONE
MAILING ADDRESS (STREET & NUMBER) 665 GLEN NATIONAL DRIVE				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$481,300.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY MILTON, GA 30004 USA		DATE OF SALE 5/27/2016		1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S LAST NAME GAVIN, III	FIRST NAME WILLIAM	MIDDLE S.	3. Amount of liens and encumbrances not removed by transfer		\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 334 PENINSULA POINTE				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$481,300.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY CANTON, GA 30115 USA		Check Buyers Intended Use (X) Residential () Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$481.30
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 334		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION PENINSULA POINTE			SUITE NUMBER
COUNTY CHEROKEE	CITY (IF APPLICABLE) CANTON		MAP & PARCEL NUMBER 15N19C 091		ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK		DEED PAGE	PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS

WHITE, MORGAN T.

COPY

After Recording, Return To:

STATE OF GEORGIA

COUNTY OF

LIMITED WARRANTY DEED-JOINT TENANTS

THIS INDENTURE is made as of _____, 2023, between **Morgan T. White** (hereinafter referred to as "Grantor") and **Hensley E. West and Patricia S. West, as Joint Tenants with Rights of Survivorship** (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

W I T N E S S E T H:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10. 00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following:

All that tract or parcel of land lying and being in Land Lot 244, 15th District, 2nd Section, City of Holly Springs, Cherokee County, Georgia, being 0.144 acres designated as Tract A, and being more particularly described on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD, the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title of the above described property unto Grantee against the claims of all persons claiming by, through or under Grantor.

EXECUTED under seal as of the date above.

Signed, sealed and delivered
in the presence of:

Witness

_____(Seal)
Morgan T. White

Notary Public
(SEAL)

EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 244 of the 15th District, 2nd Section in the City of Holly Springs of Cherokee County, Georgia being more particularly described as follows;

Commencing at a 1/2" rebar found at the Land Lot Corner common to Land Lots 189, 190, 243, and 244, THENCE S03°00'27"E a distance of 1065.67 feet to a 1/2" rebar found, with said 1/2" rebar found being the Point of Beginning;

THENCE S68°33'02"E a distance of 202.91 feet to a 1/2" rebar set;

THENCE S17°05'34"E a distance of 38.36 feet to a 1/2" rebar set;

THENCE N68°33'02"W a distance of 216.57 feet to a 1/2" rebar set;

THENCE N02°36'18"E a distance of 31.70 feet to a 1/2" rebar found, with said 1/2" rebar found being the Point of Beginning.

Said tract contains 0.144 Acres more or less.

D-02-2023 Exhibit B

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

RESOLUTION NO. 2023-R-031

A RESOLUTION OF THE CHEROKEE COUNTY BOARD OF COMMISSIONERS TO AUTHORIZE A DEANNEXATION OF PROPERTY WITHIN THE BOUNDARIES OF THE CITY OF HOLLY SPRINGS LOCATED AT 334 PENINSULA POINTE, CANTON, GEORGIA 30115; AND FOR OTHER PURPOSES.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the County may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, pursuant to O.C.G.A. § 36-36-22, municipalities have the authority to deannex land within the existing corporate limits thereof upon the following:

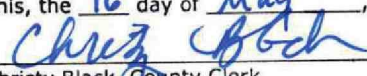
- 1) the written and signed application of all the owners of the land in question; and
- 2) the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation; and

WHEREAS, the owners of real property located at 334 Peninsula Pointe, Canton, Georgia 30115 and known in the records of the Cherokee County Tax Assessor as parcel 15N19C091 (hereinafter "Property"), desire to have Tract of A of said Property, as shown on attached survey deannexed from the City of Holly Springs and have said Property become part of unincorporated Cherokee County, Georgia; and

WHEREAS, the owners of said property have made a request to the Board of Commissioners of Cherokee County, Georgia for consent to the proposed deannexation of said Property; and

WHEREAS, the Board of Commissioners hereby finds that the public health, safety, and welfare will be served by the deannexation of said Property.

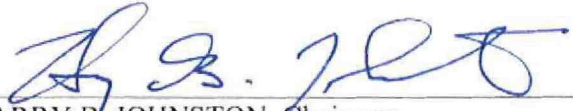
[this portion intentionally left blank]

I hereby certify this document to be a true and correct copy of the original on file in the Cherokee County Commissioners Office.
This, the 16 day of May, 2023.

Christy Black, County Clerk

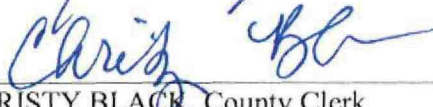
NOW, THEREFORE, BE IT RESOLVED THAT the Cherokee County Board of Commissioners, and it is hereby so resolved by the authority of the same, that the Cherokee County Board of Commissioners hereby consents to the proposed deannexation of Tract A of 334 Peninsula Pointe, Canton, Georgia 30115 from the corporate boundaries of the City of Holly Springs contingent upon the property being rezoned to AG and combined with 419 Charles Road, Canton, Georgia 30115, and hereby directs the County Clerk to provide a certified copy of this resolution to the owners of the Property and to the appropriate officials for the City of Holly Springs.

SO RESOLVED, APPROVED, AND ADOPTED this 2nd day of May, 2023.

By:


HARRY B. JOHNSTON, Chairman

Attest:


CHRISTY BLACK, County Clerk



PRECAST PARKING DECK CONTRACT

Holly Springs Precast Parking Deck Project Holly Springs, GA

This agreement (hereinafter "**Contract**") made this ____ day of _____, **2023**, among the **City of Holly Springs and Downtown Development Authority of Holly Springs** (hereinafter referred to as "**Owners**"), and **Tindall Corporation** (hereinafter referred to as "**Contractor**"), and relating to work to be performed in the construction of **City of Holly Springs and the Downtown Development Authority of Holly Springs (DDA) Precast Parking Deck Project RFB #2023-01** in the City of Holly Springs, Cherokee County, Georgia, as more particularly described in **Exhibit "J" Legal Description** attached hereto and incorporated herein by reference thereto (hereinafter referred to as "**Project**"). The Engineer for the Project is **Kimley-Horn and Associates, Inc.** (hereinafter referred to as "**Engineer**"). This work is to be administrated by **Stonecrest Homes GA, LLC** (hereinafter referred to as "**Project Manager**"). The terms Owners and Project Manager include their authorized representatives.

WITNESSETH

1. Definitions.

1.1. The Contract Documents. The "**Contract Documents**" consist of this Construction Contract, plans, specifications and documents as set forth on **Exhibit "A" Plan List**, which plans and specifications are incorporated herein by reference and all other items as reflected in **Exhibit "B" General Conditions**. If the plans and specifications set forth on **Exhibit "A" Plan List** are preliminary plans and specifications, the final plans and specifications shall be consistent with the preliminary plans and specifications, and notwithstanding anything to the contrary in this Contract, the Stipulated Sum shall not be increased as a result of any changes in or further refinements to the plans and specifications unless the final plans and specifications include additional Work requested by the Owners (and not contemplated by or inferable from the preliminary plans and specifications) and the Owners have approved and signed a Change Order in connection therewith. Once the final plans and specifications have been completed by Owners, they shall be substituted for those plans and specifications set forth on **Exhibit "A" Plan List** attached hereto.

1.2. The Work. The "**Work**" is comprised of the installation of **Precast Parking Deck Improvements** and all improvements as outlined in the Contract Documents, **Exhibit "B" General Conditions**, as well as other services contemplated by the Contract Documents and includes all labor and coordination necessary to produce such construction or perform such services and all materials and equipment incorporated or to be incorporated in such construction or required to perform such services. Work not expressly covered by the Contract Documents will nevertheless be furnished by the Contractor if it is reasonably inferable therefrom as being necessary to produce the intended results. The Owner reserves the right to implement changes in the scope of the Work as defined in the Contract documents and by this Contract, which may add to or reduce the cost of certain portions of that Work. If changes are made, a change order shall be completed and approved by Owners and Contractor incorporating the addition or reduction as an extension of this Contract.

1.3. Contractor's Work. Contractor agrees to furnish all labor, material, supplies and equipment, and all services necessary to complete the Work, and shall perform the Work in strict accordance with the terms hereof. The Work is to be done under the direction of the Contractor or its designee and shall be approved by the Owners and Project Manager before Contractor shall be entitled to any payment hereunder.

1.4 The Contractor hereby agrees to commence work under this Contract on or before a date

to be specified in a written Notice to Proceed of the Owners and to fully complete the project within **18 consecutive months** thereafter.

2. Contractor's Responsibilities.

2.1. The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Contract. The Contractor shall personally superintend the work or have a competent superintendent, full time, on the job with authority to act for the Contractor. The project manager and superintendent shall be approved by the Owners and shall not be removed prior to completion of the Work, unless by personal accident, emergency, or by approval of the Owners.

2.2. Unless otherwise specifically noted in the Contract Documents, the Contractor shall provide and pay for all labor, material, equipment, tools, construction equipment and machinery, supplies, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the Work.

2.3. The Contractor shall, at all times, enforce strict discipline and good order among its employees, and subcontractors, and shall not employ any unfit person or anyone not skilled in the task assigned to him.

2.4. The Contractor warrants to Owners that all materials, supplies, and equipment incorporated into the Work will be new and of good quality, unless otherwise specified in the Contract Documents, and that all Work will be of good quality and performed in a workmanlike manner, free from construction faults and defects and in conformance with the Contract Documents. Owners may consider all Work not conforming to these standards to be defective.

2.5. All rights, title and interest in and to the plans, specifications and drawings shall belong solely to Owners; provided, however, Contractor may keep copies for its internal records. No Contractor, Engineer, Architect or any subcontractor, sub-subcontractor or material supplier shall use any of the plans, specifications or drawings on any other projects.

2.6. The Contractor shall pay at its own expense all sales, consumer, remodel, use and other similar taxes required by law and licenses necessary for the execution of the Work.

2.7. It is the Contractor's responsibility to become familiar with the permit and inspection requirements specified by the various governmental agencies having jurisdiction over the Work. Furthermore, the Contractor shall give all notices required by law and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work, including, but not limited to, all applicable codes. The Contractor shall notify Owners if the Contract Documents are at variance therewith. Contractor agrees that it shall be solely liable for any failure to properly obtain any license or properly give any notice (including, without limitation, any notice required to be given by Owners) and for any failure to satisfy all requirements of any such permit, fee, license or notice. If Owners have obtained a permit, fee or license or have given a notice, and the Owners assign such permit, fee, license or notice to Contractor, the Contractor agrees to accept such assignment and to be solely responsible for all requirements of such permit, fee, license or notice from the date of such assignment.

2.8. The Contractor shall be responsible for the acts and omissions of all of its employees, all subcontractors, all sub-subcontractors and all suppliers and their agents and employees, and all other persons performing any of the Work for or under a contract with the Contractor, directly or indirectly.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture, or any other association between Contractor and Owners other than the contractual relationship described herein.

2.9. The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish from and about the Project, as well as provide adequate and safe storage for its tools, construction equipment, machinery and surplus materials. At the completion of the Work, Contractor shall remove all waste materials and rubbish from and about the Project, as well as its tools, construction equipment, machinery and surplus materials and shall leave the Project "broom clean" unless otherwise specified in the Contract Documents.

2.10 The Contractor shall pay all patent royalties and license fees applicable to Contractor's work. The Contractor shall defend suits or claims for the infringement of patent rights and shall hold the Owners and Project Manager harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer(s) is required by the contract documents or where the copyright violations are contained in drawings, specifications or other documents prepared by the Owners or their representatives and/or architects.

2.11 The Owners and their representatives, the Owner's Lender (as hereinafter defined and if applicable) and its representative or any other such designated persons which have been given approval by the Owners shall, at all times, have access to Work whenever it is in preparation or progress, and the Contractor shall permit and facilitate inspection of the Work by Owners, Owner's agents, Owner's tenant(s), Owner's Lender and by public authorities concerned with such Work. The Owners may use the services of a Project Manager to execute their responsibilities.

2.12 The Owners may require a Project Manager to schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project construction schedule. With respect to the Contractor's own Work, the Project Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. The Project Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Project Manager shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Project Manager.

3. **Assignment.** Contractor will not assign this Contract nor assign any money due or to become due to it hereunder without prior written consent of the Owners.

4. **Completion Date.**

4.1. The Contractor shall immediately commence the Work hereunder and continue the Work required under this Contract uninterrupted with due diligence until the Work is completed. All Work required under this Contract shall be completed within **18 consecutive months** as specified in the Notice to Proceed, Contractor shall give Owners not less than 5-day notice in writing of the date upon which Contractor proposes to tender the project as complete and ready for final certification. The contractor shall fully and finally complete the Work (including all punch list items) no later than thirty (30) days after substantial completion or the mutually agreeable days formally communicated in writing during the final punch list generation.

4.2 It is mutually agreed between the parties that time is of the essence in this Contract.

Contractor shall be obligated to keep Owner's Agent fully informed of the progress of the job and to have the necessary materials and labor available when needed. Time for completion shall be extended by the Owners for a reasonable period of time if the Work cannot be performed due to war, acts of God, inclement weather (which shall mean rain in excess of .5" inches per rain event), fire, labor disputes, newly executed government restrictions and regulations, embargoes, action or non-action of public utilities or changes in the drawings or specifications requested by the Owner's Agent, provided that the Contractor advised the Owner's Agent of the extent of any such delay prior to the making of any such changes. Contractor shall be considered to control all of its subcontractors, material suppliers and sub-subcontractors. Any claim for an extension of time shall be made in writing to the Owner's Agent not more than two (2) days after the commencement of the delay; otherwise, an extension shall not be granted. Sundays do not count as delay days. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

4.3. It is mutually agreed between the parties that time is of the essence in this Contract and that there will be, on the part of the Owner's Agent, considerable monetary damage, including lost profits, in the event Contractor shall fail to complete the Work within the time provided for herein or within any time to which such completion date may have been extended. Accordingly, the sum of **\$500** is hereby agreed upon as liquidated damages to be paid by Contractor to the Owners for each and every calendar day that the time consumed in completing the Work to the point of substantial completion exceeds any Completion Date.

5. Contract Price and Payment Schedule.

5.1. The Stipulated Sum and Contract amount is Three Million Eight Hundred Forty Thousand Dollars (\$3,840,000) (the "Stipulated Sum") based upon the **Schedule of Values ("SOV")** set forth in **Exhibit "C"** attached hereto.

5.2. If, during the term of this Contract, it is necessary for the Contractor to incur additional labor and materials costs, as recommended and verified in writing by the soils engineer engaged by the Owners, as a direct result of an unknown soil condition Contractor shall immediately notify Owners in writing of the estimated costs for such additional Work in a Change Order. Soils are not to be deemed unsuitable for use at a particular time due to a higher (or lower) than optimum moisture content due to weather or construction related activities.

5.3. Periodic payments of the Contract price will be disbursed to the Contractor in compliance with the Application for Payment. The Application for Payment will be submitted to Project Manager as construction progresses as follows:

5.3.1. With each progress payment, the Contractor shall submit to the Project Manager two (2) copies of an itemized **Application for Payment** in form AIA Document G702 as set forth on **Exhibit "D"** attached hereto to blester@stonecresthomesga.com notarized, certifying as to the completion of each item of construction, and that the amount requested is for work actually done and materials actually incorporated into the Project during the period preceding the date of the advance and the value thereof and supported by such data substantiating the Contractor's right to payment as the Owners may reasonably require, and reflecting 5% retainage and less the aggregate of previous payments made by the Owners. Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owners:

(1) duly executed **Contractor Interim Waiver and Release Upon Payment** (in the form of **Exhibit "E"** attached hereto) from Contractor establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such persons in the **current**

Application for Payment; and;

(2) duly executed **Subcontractor / Supplier Interim Waiver and Release Upon Payment** (in the form of **Exhibit "E-1"** attached hereto) from Contractor, all subcontractors, sub subcontractors, material suppliers and lower tier subcontractors establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such persons in any **previous and current** Application for Payment; and;

(3) if requested, Contractor shall supply to the Owners copies of supporting receipts, certificates or vouchers. If requested, Contractor shall exhibit or cause to be exhibited to the Owners satisfactory evidence, by receipts, certificates or vouchers, that there are no outstanding overdue claims or demands for labor or materials used in the Project, and if any notice of lien be filed, under any mechanic's or other lien law, Owners may suspend further payment under this Contract until such lien shall have been discharged of record. All work which is usually done at the stage of construction when the payment is requested, must in the judgment of the Project Manager and the Lender's Inspector be done in good and workmanlike manner, and materials and fixtures usually furnished and installed at such time shall be furnished and installed and meets expected quality standards and any other items required by the Lender in order to process the Application for Payment.

(4) the Owners reserve the right to withhold funding on stored materials. In the event the Owners do agree to disburse funds based on stored materials, no disbursement shall be made unless the evidence of insurance provides for coverage of such materials, and such materials are kept in a secured location satisfactory to the owners.

(5) all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the Owners.

No payment shall be made to Contractor unless the Owners have been supplied with lien waivers that are in the form requested. Further, along with each Application for Payment, Contractor shall provide written certifications as set forth on the **Exhibit "D" Application for Payment**. Further, Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owners upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no materials or equipment covered by requisition will have been acquired by the Contractor or by other persons performing the Work or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The Project Manager must certify Contractor's Application for Payment before any payment on such Application for Payment shall be made from Owners to Contractor.

5.3.2. Until the entire Work is completed, the Owners shall make payments compliant with the Application for Payment, to the Contractor. Contractor shall submit, **on or before the Fifth (5th) day of each month** for work complete and in place at the end of the previous month, evidence satisfactory to the Owners of the value of the Work completed equal to **ten percent (10%)** of the value of other Work completed, in accordance with the **Schedule of Values (SOV)** as referenced in **Exhibit "C"**, less the aggregate of previous payments. Contractor shall receive payment on or before the **Twentieth (20th)** day of the following month after the Contractor makes its submission to the Owners as hereinbefore described.

5.3.3. Prior to the payment, Contractor shall comply with all terms that may be reasonably required by the Owners or Owner's construction lender including, but not limited to, inspection of the Work in progress by Owners or their agents. However, the Owners shall not hold back more than

five percent (5%) of the Stipulated Sum unless withheld pursuant to Sections 4.3, 5.3.4., 5.3.7., 8, 10.3, 19 or **Exhibit “C” Schedule of Values (SOV)** herein. Contractor shall not cover any Work until the required inspections by the Owners, Owner's agents and governmental entities performing inspections. In addition, the Contractor shall provide any and all documentation which the Owners or Owner's Lender (as hereinafter defined) may reasonably require prior to the Application for Payment.

5.3.4. Any payment(s) may be withheld by the Owners on account of: (a) defective Work not remedied; (b) claims filed; (c) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment; (d) damage to the Owners or to another contractor; (e) unsatisfactory prosecution of the Work by the Contractor; (f) if the cost or agreed upon price as outlined in Contractor's SOV, **Exhibit “C”** of completion of the Work exceeds the remaining portion of the Contract price; or (g) Owners have reasonable concern that there will be a substantial schedule overrun.

5.3.5. In the event the Owners fail to pay to Contractor any payment within ten (10) days after it is due, unless permitted to be withheld pursuant to any portion of this Contract, then Contractor may, if the Owners do not make the payment within five (5) days after written notice of the default in payment, stop Work and recover from the Owner's payment for all Work executed.

5.3.6. Payment to the Contractor shall not be construed as evidence of Contractor's proper performance hereunder. Contractor's responsibilities shall survive the completion and acceptance of the Work and payments, therefore. The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

5.3.7. Pay-Request checklist, see **Exhibit “G”**.

5.4 Final Payment constituting the entire unpaid balance of the Stipulated Sum shall be made by the Owners to the Contractor when (1) the Contract has been fully performed by the Contractor including the Contractor's responsibility to correct nonconforming Work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Application for Payment has been approved by the Owners, and Project Manager. In consideration of the foregoing, the final payment shall be made by the Owners not more than 45 days after the Contractor has satisfied all the conditions for the final Application for Payment.

5.4.1 All Work, including punch list items, shall be completed and accepted by the Owners, the Engineer, the Lender's representative, if applicable, and all other authorities having jurisdiction over the Work, except those items which are beyond Contractor's control.

5.4.2 In order to process the final Application for Payment, notwithstanding anything to the contrary contained in the Contract, the Contractor shall supply:

5.4.2.1 The Contractor's Waiver and Release Upon Final Payment (**Exhibit “F”**) for the amount of the Final Payment, and

5.4.2.2 A Waiver and Release Upon Final Payment from each of its subcontractors and suppliers waiving their rights through the date of the current Application for Payment and evidence a zero-sum due (**Exhibit “F-1”**), and

5.4.2.3 Contractor Affidavit and Waiver of Lien (**Exhibit “F-2”**) in exchange for a promise to pay from the Owners, and

5.4.2.4 All foregoing lien waivers shall be in conformity with applicable Materialman's lien waivers as may be required by the Owners, Project Manager, the Engineer or the Lender, and

5.4.2.5 Three (3) sets of As-Built drawings of the Project and marked up by Contractor, if not built to plans or if requested by Project Manager, and

5.4.2.6 The issuance of final governmental approvals and certifications to include but not limited to the detention pond, City right-of-way road work and the utilities as applicable.

5.4.2.7 The Contractor's Warranty which shall specifically warranty that all materials and workmanship utilized or employed by the Contractor in the completion of the Work is warranted against all deficiencies and defects in materials and workmanship for the period of one year from the dates(s) of final completion of the Contractor's Work or the acceptance of the Work by appropriate Governmental authority, whichever is longer. The Work should be warranted to the Owners and/or assignees and the assignees constitute a third-party beneficiary that has the right, but not the obligation, to enforce the terms thereof to no lesser extent as Owners. In exchange for the final payment, the Contractor shall supply final, unconditional lien waivers for all its subcontractors in conformity with applicable Materialmen's lien waivers as may be required by the Owners, the Engineer or the Owner's Lender and the "promise to pay" letter to the Contractor shall be deemed to have been satisfied.

6. Extras.

No extra work or charges claimed by Contractor will be recognized or paid for unless approved in writing by Owners before the alleged extra Work is done or the alleged charges incurred. No extra work or changes approved in writing by Owners shall be paid until approved in writing by the Owners by a change order ("Change Order"). The Stipulated Sum and the Completion Date may be changed only by Change Order agreed to by Owners and Contractor. The cost or credit to the Owners from a change in the Work shall be determined by mutual agreement. Contractor shall deliver to Owner a complete and correct account of the actual cost or agreed upon price as outlined in Proposal and SOV of the Change Order and shall provide evidence satisfactory to the Owners supporting such actual cost or agreed upon price as outlined in **Exhibit "C"** SOV before the Owners shall be required to make any payments for the Change Order. Both the Contractor and the Owners agree that the unit prices outlined in **Exhibit "C"** SOV can and will be used for the purpose of delineating costs and for change orders on any site changes made which pertain to changing quantities.

7. Protection of Persons and Property.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions to prevent damage or injury to: (a) all employees on the Work; (b) all the Work and all materials and equipment to be incorporated there; (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, including OSHA requirements. All damages or loss to any property or person to the extent caused by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

8. Delays and Termination.

8.1 If the Contractor should: (1) be adjudged bankrupt or insolvent or apply for reorganization or arrangement or composition of creditors under State or Federal insolvency or bankruptcy laws; or (2) make a general assignment for the benefit of its creditors; or (3) suffer a receiver to be appointed over any of its property; or (4) refuse or fail to supply enough properly skilled workers and/or proper materials; or (5) fail to make prompt payment to its employees, subcontractors and material suppliers; or (6) disregard the instructions of the Owners and/or the Owner's Lender; or (7) fail to perform promptly and diligently, in accordance with the provisions of this Contract; or (8) fail to maintain the Construction Schedule; or (9) is

guilty of a substantial violation of any provision of this Contract, or (10) fail to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, or (11) causes any lien to be filed on the project and does not timely bond off as contemplated in 10.3, then the Owners, if the Contractor does not correct the defect within two (2) days after written notice thereof (or such longer time as may be mutually agreed upon) by a written order signed by the Owners or an agent empowered by the Owners, may without prejudice to any other rights or remedies in law or equity of the Owner's order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owners to stop the Work shall not give rise to any duty on the part of the Owners to exercise this right for the benefit of the Contractor or any other person or entity. Owners may, at any time, at their discretion, terminate and cancel this Contract (or for a portion of the Work described in this Contract on a case-by-case basis) (without regard to default by Contractor) upon giving written notice of such termination and cancellation to Contractor. If the Owners exercise said right of termination and cancellation, the Owners shall pay to the Contractor, within forty-five (45) days of the date of the giving of such notice, a sum equal to the portion of the Stipulated Sum due and owing based on the Work properly completed to the date of the giving of such notice in accordance with the **Exhibit "C"** SOV and upon certification by the Engineer and less any sums that may be due and owing to the Owners under Sections 4.3, 5.3.4, 8, 10, 19 or Exhibit B of the Contract or otherwise contained herein and contingent on Contractor providing required documentation as detailed in Section 5 Contract Price and Payment Schedule. Notwithstanding anything to the contrary in this Contract, Contractor acknowledges that Contractor shall not be entitled to any payment for any Work not completed as of the date of termination.

8.2 The Owners may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owners may determine. An adjustment, if justified, shall be made for increases in the cost of the performance of the Contract once Work is resumed upon the Owner's written notification to the Contractor, including profit on the increased cost of performance, caused by suspension, delay or interruptions. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

9. Guaranty and Warranties.

9.1 Contractor shall be responsible for, and shall remedy any defects in, its Work or in the Work of its subcontractors and/or materials and pay for any damages to other Work resulting therefrom which are discovered within a period of one (1) year from the date of final acceptance of the Work ("Warranty Period"). Neither payment nor acceptance of the Work or termination of the Contract shall relieve Contractor of liability in response to any warranties or responsibilities for faulty material or workmanship discovered within the Warranty Period. Contractor shall assign all warranties to the Owners, which extends beyond the Warranty Period. Notwithstanding the foregoing, Contractor shall warranty or guarantee all Work and/or materials of the Project as required in the criteria drawings and outline specific options. Nothing contained in this paragraph shall be construed to establish a period of limitation with respect to other obligations which Contractor has under the Contract Documents. The establishment of the Warranty Period for correction of the Work as described above relates only to the specific obligation of the Contractor to correct the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work. Notwithstanding the foregoing, any warranty of a subcontractor, supplier or manufacturer shall not be limited by the foregoing.

9.2 In the event of an emergency repair to an item under warranty, Contractor agrees to affect the repair at its own cost in a timely manner. If the Contractor does not affect the repair in a timely fashion,

the Owners shall affect the repair and Contractor shall reimburse the Owners at cost plus 15%.

9.3 The Contractor shall make available **at eleven (11) months** after the date of substantial completion the project manager at a minimum for a warranty walk-through. Contractor shall then correct within thirty (30) calendar days of such walk through any warranty item noted. If the Contractor does not affect the repair in a timely fashion, the Owners shall affect the repair and Contractor shall reimburse the Owners at cost plus 15%.

10. Indemnity and Liens

10.1 To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Owners and all of their respective directors, officers, employees, contractors, officials, volunteers and agents (individually, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all liabilities, claims, suits, losses, damages, costs and expenses (including but not limited to attorneys' fees and court costs, including all costs of appeals) arising out of or resulting from the performance of services and duties (including omissions) hereunder by Contractor, or any subcontractor, sub-subcontractor, supplier or any other person for whom Contractor is responsible and their agents or servants, (including, but not limited to, the negligence of Contractor and liabilities arising out of activities with respect to which strict liability attaches under application law) except to the extent caused by the negligence of the Owners and all of their respective directors, officers, employees, officials, volunteers and agents. If any claim or demand is made against any Indemnitee for any matter addressed herein, any payments to come due or thereafter to become due to Contractor may be held by the Owners to cover such losses and expenses.

10.2 To the fullest extent permitted by law, subcontractor agrees to indemnify, defend and hold harmless Contractor and the Owners and all of their respective directors, officers, employees, officials, volunteers and agents (individually, an "Indemnitee" and collectively, the "Indemnitees") from and against any and all liabilities, claims, suits, losses, damages, costs and expenses (including but not limited to attorneys' fees and court costs, including all costs of appeals) arising out of or resulting from the performance of subcontractor's services and duties (including omissions) hereunder (including, but not limited to, the negligence of subcontractor and liabilities arising out of activities with respect to which strict liability attaches under application of law) except to the extent caused by the negligence of Contractor or Owners. This indemnification obligation will not be limited in any way by any limitation on the amount or type of insurance carried by subcontractor or by the amount or type of damages, compensation, or benefits payable by or for subcontractor or any insurance carried by subcontractor or by the amount or type of damages, compensation, or benefits payable by or for subcontractor or any lower-tier subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. If any claim or demand is made against contractor or any Indemnitee for any matter addressed herein, any payments to come due or thereafter to become due to subcontractor may be held by contractor to cover such losses and expenses Contractor will supply the Owners with a separate indemnification from the subcontractors to the Contractor that will be provided to the Owners.

10.3 Contractor will not at any time suffer or permit any lien, attachment, or other encumbrances of whatsoever kind, under any laws of the state or otherwise, by any person or persons whomsoever, to remain on the Property. If any subcontractor or supplier files any claims or liens against the Property, the Contractor shall, within 15 days therewith, bond off such liens, secure their satisfaction and cancellations, assuming Owner has made payments, if appropriate, with respect to said claims or liens. In the event that same is not removed within said fifteen (15) days, Owner may remove the same at the expense, including cost of legal fees of Contractor, which shall be deducted from the Stipulated Sum. The filing of a lien by the Contractor or its subcontractors may delay timely payment on Contractor's payment application.

10.4 The Contractor further expressly undertakes to defend, at the Contractor's sole expense, against any actions, lawsuits or proceedings brought against any Indemnitee as a result of liens filed against

the Work, the site of any of the Work, the Project site and any improvements thereon or any portion of the property of Owner (referred to collectively as liens in this Section). The Contractor hereby agrees to indemnify and hold the Indemnitees harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings. Contractor expressly agrees that indemnification of any Indemnitee, pursuant to this section of the Contract, is made with full knowledge that progress payments may be made directly to subcontractors or material suppliers by the Owners. Contractor also agrees to provide the Owners with its Financial Statement if requested by Owners. Further, the Contractor agrees to indemnify the Owners from any loss due to disbursing funds to Contractor on a "Draw Delay" basis when Contractor is providing anything other than unconditional lien waivers as to Contractor and all subcontractors.

10.5 The Owners shall release any payments withheld due to a lien or claim of lien if the Contractor shall have such lien discharged of record and obtains security acceptable to the Owners or a lien bond which is: (1) issued by a surety acceptable to the Owners, (2) in form and substance satisfactory to the Owners, and (3) in an amount not less than One Hundred Fifty percent (150%) of such lien claim or such higher amount as may be required by the **City of Holly Springs**. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Section, including, without limitation, the duty to defend and indemnify the Indemnitees. The cost of any premiums incurred in connection with such bonds and security shall be the responsibility of the Contractor and shall not be part of, or cause any adjustment to, the Stipulated Sum.

10.6 Notwithstanding the foregoing, the Owners reserve the right to settle any disputed mechanic's or material supplier's lien claim by payments to the lien claimant or by such other means as the Owners, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse the Owners, upon demand, for any payments so made.

10.7 In the event that the Owners and Contractor are found to be concurrently negligent for any acts or omissions arising under this Contract, then each shall be responsible for its sole proportionate share.

11. Insurance.

11.1. Contractor shall, at its expense, prior to the commencement of any Work, insure and keep insured during the term of this Contract and one (1) year warranty period, all liability assumed by it hereunder and shall furnish the Owners with evidence of insurance coverage to protect the Owners, Project Manager and Owner's Lender (if applicable) in the form, amount and with an insurer satisfactory to the Owners. Contractor, at a minimum, shall maintain:

11.1.1 Workers' Compensation and Employers Liability:

- | | | |
|-----|-------------|--|
| (1) | Coverage A: | Per State Statute, or if not required by State Statute, minimum coverage as denoted below in Coverage B. |
| (2) | Coverage B: | \$1,000,000 Each Accident
\$1,000,000 Disease-Policy Limit
\$1,000,000 Disease-Each Employee |

11.1.2. Commercial General Liability:

- | | |
|-----|---|
| (1) | \$2,000,000 General Aggregate |
| (2) | \$2,000,000 Products-Completed Operations Aggregate |
| (3) | \$1,000,000 Each Occurrence |

- (4) \$1,000,000 Personal Injury

THE COMMERCIAL GENERAL LIABILITY SHALL PROVIDE AT A MINIMUM THE FOLLOWING COVERAGES:

- (5) Operations of the Contractor
- (6) Operations of subcontractor. (Contingent Liability)
- (7) Products/Completed Operations. (To be carried at least two years after full and final completion of the Work.)
- (8) Personal injury including employee related claims.
- (9) Employees as additional insured.
- (10) Property damage hazards of Explosion, Collapse and Underground.
- (11) Contractual Liability.

11.1.3 Comprehensive Automobile Liability:

- (1) \$1,000,000 Combined single limit bodily injury and property damage for all owned, non-owned and hired automobiles.

11.1.4. Umbrella Liability

- (1) \$5,000,000 Each Claim
\$5,000,000 Annual Aggregate
- (2) The umbrella liability shall provide excess limits over and above the commercial general liability, employer's liability and comprehensive automobile liability limits as stated in this article.

11.1.5. Builders Risk

- (1) Coverage with limits not less than the total completed value of the structures (all material and labor costs, excluding land value)

11.1.6 Professional Liability Insurance

Contractor shall procure and maintain Professional Liability Insurance, if the Work involves the rendering of any "Professional Services" either directly by the Contractor or through any of the Subcontractors or Consultant for whom the Contractor may be legally liable. Contractor's Professional Liability Insurance shall be written with a minimum limit of five million dollars \$5,000,000, in the aggregate and shall include full prior acts coverage. The Contractor shall maintain its professional liability insurance from the Commencement Date of the Work through the Statute of Repose in the state where the Project is located. Coverage shall not include any exclusions related to: Scope of the professional services; delays in project competition and costs overruns; who is authorized to notify the carrier of a claim or potential claim; and mold, fungus, asbestos, pollutants or other hazardous materials. The requirement of the Contractor to purchase Professional Liability insurance is at the sole discretion of the Owner.

11.1.7 Contractor's Pollution Liability Insurance

Contractor shall procure and maintain Contractor's Pollution Liability insurance, if the Work involves the handling, abatement, treatment, storage and disposal of, clean-up or removal of any pollutant or hazardous material, whether occurring at or away from the project site. Contractor's pollution liability insurance shall cover bodily injury, property damage, including the loss of use of damaged property or property that has not been physically injured, abatement/cleanup, defense cost resulting from liability arising out of pollution conditions including, but not limited to exposures arising from silica, water intrusion, petroleum products, asbestos, lead paint, tank removal, removal of contaminated soil, EFIS, bacteria, fungi or mold. The Contractor shall obtain per occurrence and aggregate limits of five million dollars \$5,000,000. Contractor shall maintain its pollution liability insurance coverage from the Commencement Date of the Work through the Statute of repose in the state where the Project is located. The requirement of the Contractor to purchase Pollution Liability insurance is at the sole discretion of the Owner.

11.1.8 Leased Employee Liability

If Contractor leases one or more employees through the use of a payroll, employee management or other company, Contractor must directly procure worker's compensation/employer's liability insurance. The insurance shall be written on a "Minimum Premium" or "if Any" policy form. In addition, the workers compensation/employer's liability coverage provided to and for the leased employees by the payroll, employee management or other company must be evidenced and include an Alternative Employer/Leased Employee Endorsement, naming Contractor as the alternate employer. The employer's liability must be scheduled under the umbrella policy.

11.1.9 Riggers Liability

Riggers Liability insurance with minimum per occurrence limits the greater of (a) Two Million Dollars (\$2,000,000), or (b) equal to the value of the equipment being lifted, or (c) the limit contained in the Contractor's or Subcontractor's Riggers Liability insurance policy. Claims made policies are not acceptable unless approved by Owner in writing and are subject to additional insurance requirements. The Riggers Liability insurance policies will be the broadest form available. In addition to the coverage provided by the Riggers Liability insurance policy, if not already included in such coverages, such insurance (i) shall also provide coverage for loss or damage to all property, including not only property in operator's care, custody, and control, but also consequential damage to all other property arising from all crane and/or rigging operations, and (ii) shall include: Boom Overload and Collapse, Over-the-Road Liability, Debris Removal, Preservation of Property, and if applicable, Property in Transit. All damages to the crane are the sole responsibility of the Contractor or Subcontractor(s) transporting, using, or operating the crane, and the Contractor and such Subcontractor(s) waive, and shall cause all applicable insurance carriers providing physical damage insurance on the crane to also waive, all rights of recovery against the Additional Insureds, Contractor and all other parties with interest in the Project for all damages to the crane.

11.1.10 Property Insurance

Contractor is responsible for their tools and equipment including, but not limited to tools, construction trailers and their contents, and other personal property and/or equipment that is used in the performance of the Work but not actually incorporated into the Work, whether owned, leased, rented or borrowed or in the care, custody or control of Contractor or any Subcontractor. Contractor acknowledges and agrees that the Owner will not be responsible for any loss or damage to their tools and equipment. If insured, the

Contractor's insurance policies covering tools and equipment will include a Waiver of Subrogation and any rights of recovery in favor of the Owner.

11.2 Any other insurance necessary to insure all liability assumed by Contractor under this Contract.

11.2.1 Waivers of Subrogation. Notwithstanding anything else in this Contract, the Owners and Contractor waive all rights against each other and any of their subcontractors, sub subcontractors, agents and employees, each of the other, from damages cause by fire or other perils to the extent covered by property insurance obtained pursuant to this Contract or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owners as fiduciary. The Owners or Contractor, as appropriate, shall require of the Architect and Architect's consultants, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property.

11.3. All Contractor's insurance policies (excepting Worker's Compensation) shall contain a commitment of the Insurer to provide that (a) the policies name and insure the Owners and Project Manager and the Contractor as their interests appear, including Owner's Lender, if any, and (b) shall not be canceled or the amount of liability reduced without thirty days prior written notice to the Owners, Owner's Lender and Contractor, and shall not contain any release or waiver of liability of the insurer for failure to give such notice. Furthermore, the Cancellation Clause on the insurance certificates should provide that the company shall provide a 30-day notice of any cancellation. (Specifically, the Cancellation Clause on the insurance certificate will delete the words "endeavor to" in the language that reads the company will endeavor to give 30 days notice of any cancellation. Also, the last two lines will be deleted that begin with "but failure to mail...".) In addition, to any certificates of insurance evidencing such insurance coverage, the Owners and Owner's Lender shall be provided an actual copy of the insurance policy and a copy of the endorsement or endorsements thereto which shall reflect the interest of the Owners and Owner's Lender. Contractor shall require similar insurance coverage from each of its subcontractors except that the policies shall not include the umbrella liability insurance coverage set forth in paragraph 11.1.4., and the Architects Errors and Omissions Insurance set forth in paragraph 11.1.5 and the policies shall not name Owners or Owner's Lender as additional insured parties.

11.3.1 Before commencing the Work, Contractor shall furnish a Certificate(s) of Insurance, satisfactory to Owner from each insurance company showing that the above insurances are in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

11.3.2 Upon request, Contractor shall furnish copies of any of the above required insurance policies.

11.3.3 Owner and any of their respective officers, agents, or employees and affiliates, parents and subsidiaries shall be named as additional insured under the policies of insurance maintained by the Contractor (with the exception of Workers Compensation and Professional Liability insurance), whether during the performance of the Work or any time thereafter, that may in any respect be applicable to matters, claims, or suits arising out of or related to this Contract Agreement, and Contractor will submit

with the Certificate of Insurance a copy of the additional insured endorsement on ISO Form CG 20 10 10 01 (ongoing operations) and GC 20 37 10 01 (products-completed operations) or equivalent by which all parties required to be listed by Owner as an additional insured are deemed so listed. Contractor hereby waives all rights of recovery from the Owner and any other entities added as additional insured, including but not limited to rights of subrogation with respect to any matter, claim or suit that is to be covered by insurance to be maintained by Contractor pursuant to the Contract Documents. All policies required of Contractor hereunder shall not contain any form of additional insured endorsements or limitations in said policies that require privity of contract between Contractor and Additional Insureds to afford them status as additional insureds under said policies. Such policies that contain such endorsements or limitations will not be acceptable.

11.3.4 It is expressly agreed and understood by and between Contractor and Owner that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to the additional insureds and that any other insurance carried by the additional insureds shall be excess of all other insurance carried by the Contractor and shall not contribute with the Owner's insurance.

11.3.5 Contractor agrees that the amount of insurance available to Contractor and the additional insureds shall be the full amount of the loss up to the policy limits of liability and shall not be limited to the minimum requirements of this Contract.

11.3.6 Contractor shall require all Subcontractors and Sub-subcontractors to provide the same insurance and comply with all conditions as stated in the Insurance Requirement section, including adding the Owner as additional insureds where required. Contractor agrees to obtain from Subcontractor's insurance company Certificates of Insurance as evidence of the required insurance, including the provision that all policies will not be canceled or allowed to expire or materially changed until 30 days prior notice has been given to the Contractor.

11.3.7 Contractor's insurance shall apply separately to each insured or additional insured, except with respect to the limits of insurance.

11.3.8 The insurance requirements set forth in minimum amounts shall not be construed to relieve Contractor for liability in excess of such coverage. Contractor is solely responsible to inform itself of the types and amounts of insurance it may need beyond the requirements specified in this Agreement to protect itself.

11.3.9 All liability policies shall include cross liability coverage and a standard ISO separation of insureds provision, or its equivalent.

11.4. Contractor shall, before commencing Work, submit a certificate of insurance for its insurance policies as follows:

Certificate Holder: City of Holly Springs
Downtown Development Authority of Holly Springs
PO Box 990
Holly Springs, GA 30142

Additional insured: Downtown Development Authority of Holly Springs; City of Holly Springs; Stonecrest Homes GA, LLC; and Odyssey Development Group, LLC

Description of Operations/Location/Vehicles shall state "Construction of Precast Parking Deck.

Commercial General Liability policies shall be endorsed to:

1. Provide that such insurance shall be primary in respect to any insurance or self-insurance maintained by the City
2. Each insurance policy shall provide that coverage shall not be canceled except after ninety (90) days' written notice has been provided to the Owners

11.5. If Contractor suffers a loss, cost, damage or expense resulting from fire, explosion or other casualty in connection with the premises in which the Project is situated and Contractor failed to maintain in force insurance required by this Contract, then Contractor may not seek reimbursement from the Owners or their agents for such loss, cost, damage or expense.

12. Documents to be Provided to the Owners. Before commencing that portion of the Work, copies of the following items shall be submitted to the Owners:

12.1. All names and contact information for subcontractors who will be working on the Project.

12.2. Other Cost Supporting Information: The Owners may require from time to time additional information that is not listed in this Section. Other requests will be communicated to the Contractor on an as needed basis, including but not limited to budget versus actual cost or agreed upon price as outlined in **Exhibit "C" SOV**, reports for labor units, material, subcontracts, etc.

13. Contractor's Loss. Contractor shall be solely responsible for the protection of its tools, equipment, supplies and materials while on the job and shall carry insurance on its tools, equipment, supplies and materials to protect its interest therein until such materials are incorporated into the project.

14. Right of Audit. Intentionally Deleted.

15. Cumulative Remedies. The remedies herein provided shall be construed to be cumulative rather than exclusive of each other or any other remedy. The giving of notice when not required shall not thereafter oblige the giving of notice and the waiver of any existing right or condition shall not be deemed as a waiver of such right or condition for the future.

16. Notices. Any notice required hereunder may be served personally or by US registered or certified mail or by courier, addressed to the Owners:

City of Holly Springs
Downtown Development Authority of Holly Springs
PO Box 990
Holly Springs, GA 30142
Phone: (770) 345-5536

With a copy to: Stonecrest Homes GA, LLC
625 West Crossville Road
Suite 204
Roswell, GA 30075
Phone: (770) 426-5300

And to Contractor: Tindall Precast
3361 Grant Road
Conley, GA 30288

If mailed, the notice shall be considered as served on the day following the date of mailing. Either party may upon written notice to the other, specify a different address for the serving of notice.

17. **Titles.** Titles of articles are used in the Contract solely for the convenience of those examining it and are not to be resorted to as aids in its construction or interpretation.

18. **Successors and Assigns.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

19. **Owner's Right to Carry Out the Work.** Owners may, if Contractor defaults or neglects to perform the Work properly or fails to perform any provision of the Contract Documents, or does or omits to do, anything whereby safety or proper construction may be endangered or whereby damage or injury may result to person or property, after three (3) calendar days written notice to Contractor, without prejudice to any other remedy the Owners may have, make good all work, material, omissions or deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost incurred by the Owners, including compensation for architect's or engineer's additional services made necessary by such default, neglect or failure, but no action taken by the Owners granted by this Contract or by law shall relieve Contractor from any consequences or liabilities arising from such acts or omissions. If the payments then or thereafter due the Contractor are not sufficient to cover any amount due the Owners thereunder, then, in addition to any other remedy due the Owners, the Contractor shall pay the difference to the Owners.

20. **Contractor Certification.** The Contractor and all subcontractors involved in grading, utilities and other earth disturbing activities shall implement and maintain all the pollutant control measures required by local, state and national authorities. The Contractor and all subcontractors performing earth disturbing activities will also comply with all terms and conditions of the Storm water General-Construction Permit. The Contractor and each sub contractor performing earth disturbing activities will complete the attached **Exhibit "I" Contractor Certification**. A copy of all fully executed **Exhibit "I" Contractor Certification** will be provided to the Owner and a copy maintained on site, prior to any earth disturbing activities.

21. **Records at the Site.** The Contractor shall maintain at the site for the Owner one record copy of the drawings, specifications, addenda, Change Orders and other modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data Samples, and similar required submittals. This along with two copies shall be delivered to the Owner upon completion of the Work.

22. **Agreement to Arbitrate.** All claims, disputes and matters in question arising out of, or relating to, this Contract or the breach thereof shall be decided by binding, mandatory arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable. The arbitration will be held in Cherokee County, Georgia and the prevailing party in such action will be awarded its reasonable attorneys' fees and expenses and shall also be entitled to and award reimbursing its share of all fees related to the cost of arbitration, whether paid to the American Arbitration Association or to the arbitrator. Absent consent of the parties, no discovery will be permitted.

EXCEPTION. This agreement to arbitrate shall not apply to any claim for contribution or indemnity asserted by one party to this Agreement against the other party and arising out of an action brought in a state or federal court or brought in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto and who does not consent to such arbitration.

23. List of Exhibits.

Exhibit “A”	Plan List
Exhibit “B”	Site Work General Conditions
Exhibit “C”	Schedule of Values
Exhibit “D”	Application for Payment
Exhibit “E”	Contractor Interim Waiver and Release Upon Payment
Exhibit “E-A”	List of Subcontractors
Exhibit “E-1”	Subcontractor / Supplier Interim Waiver and Release Upon Payment
Exhibit “F”	Contractor Waiver and Release Upon Final Payment
Exhibit “F-1”	Subcontractor / Supplier Waiver and Release Upon Final Payment
Exhibit “F-2”	Contractor Affidavit and Waiver of Lien
Exhibit “G”	Pay Request Checklist
Exhibit “H”	Intentionally Deleted
Exhibit “I”	Contractor Certification (for NPDES)
Exhibit “J”	Legal Description
Exhibit “K”	(Intentionally Deleted)
Exhibit “L”	(Intentionally Deleted)

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first above written.

Owners:
City of Holly Springs

Contractor:

By: Steven W. Miller
Its: Mayor

By:
Its:

Attest:

Attest:

Karen Norred, City Clerk
(Seal)

(Seal)

Downtown Development Authority of Holly Springs

By: Ollie Evans
Its: Chair

Attest:

Andrea Johnston, Secretary
(Seal)

EXHIBIT “A”

Plan List

CONSTRUCTION PLANS FOR:

HOLLY SPRINGS PARKING DECK PERMIT SET

BY: KIMLEY-HORN AND ASSOCIATES, INC.

DATED 09/22/2022

1997

ACCEPTED MANUSCRIPT

000000

114

1

□

4

3

PRC

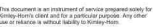
1

RESEARCH DESIGN

000000

ACQUAINTANCE WITH 101 - 102

000000

ACCEPTED MANUSCRIPT

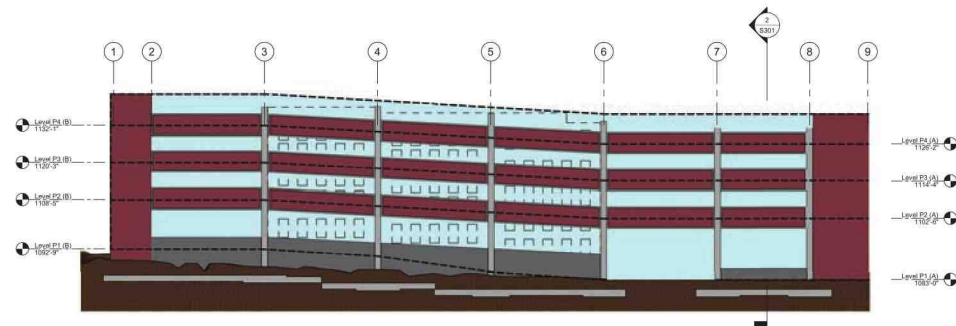
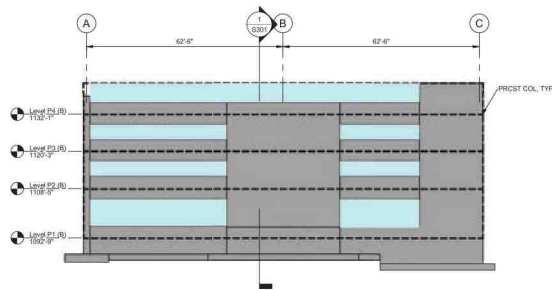
HOLLY SPRINGS
TOWN CENTER
PARKING DECK

[illegible]STATEMENT AND
SCHEDULE FOR
SPECIAL
INSPECTION

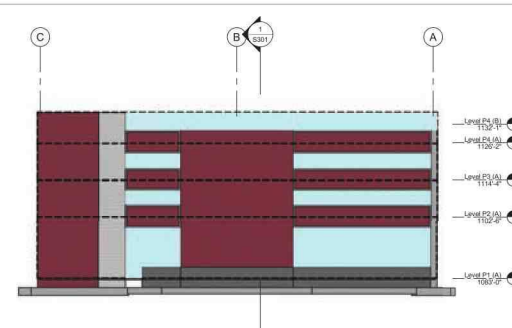
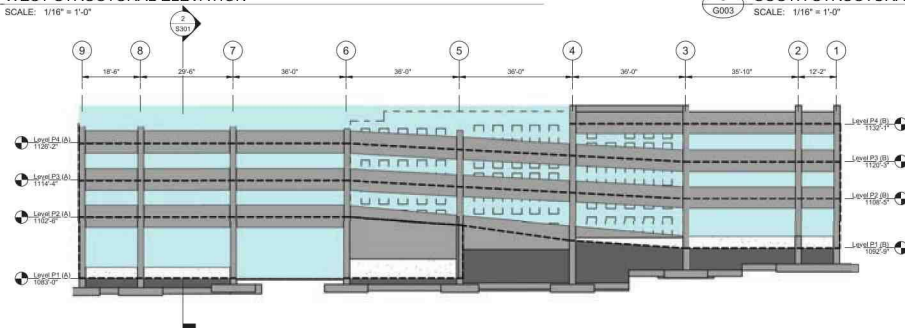
PROGRESS PRINT

G002

BM Agenda Item VI-G

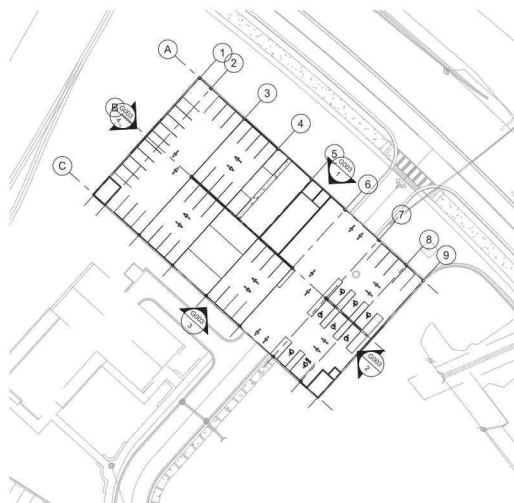


4 WEST STRUCTURAL ELEVATION
G003 SCALE: 1/16" = 1'-0"



1 NORTH STRUCTURAL ELEVATION
G003 SCALE: 1/16" = 1'-0"

2 EAST STRUCTURAL ELEVATION
G003 SCALE: 1/16" = 1'-0"



5 PLAN REF LVL P1
G003 SCALE: 1" = 40'-0"

OPENNESS CALCULATIONS - SUMMARY TOTALS								
LEVEL (TIER)	CODE-DEFINED GROSS TIER LENGTH (R)	PROVIDED OPEN TIER LENGTH (R)	AGG % OPEN LENGTH (OPEN/GROSS TOTAL)	ACTUAL GROSS TIER AREA (R)	CODE DEFINED GROSS TIER AREA	PROVIDED TIER OPEN AREA (R)	AGG % OPEN AREA (OPEN /GROSS TOTAL)	CLASSIFICATION

OPENNESS LEGEND



Kimley»Horn

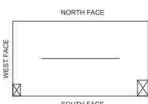
2023, ©
817 WEST PEACHTREE STREET NW
THE BILTMORE
SUITE 601
ATLANTA, GA 30308
PHONE: 404.419.8700

This document is an instrument of service prepared solely for Kinley-Horn's client and for a particular purpose. Any other use or reliance is without liability to Kinley-Horn.

SEALS



HOLLY SPRINGS
TOWN CENTER
PARKING DECK



KEY PLAN

CLIENT PROJECT INFO

[illegible]

DESIGNED BY: SAM
DRAWN BY: JTM
CHECKED BY: JRM
SCALE: AS NOTED
DATE: 06/22/22
PROJECT NO: 013960000
FILENAME:

OPENNESS CALCULATIONS

PROGRESS PRINT

G003



HOLLY SPRINGS TOWN CENTER PARKING DECK

1.00 DOCUMENTS AND LIMITATIONS

- 1.01 THESE STRUCTURAL DOCUMENTS, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, ARE INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND MISREPRESENTATION OF THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC.
- 1.02 IT IS UNDERSTOOD THAT THE CONSULTANT MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO FINDINGS, DESIGNS, RECOMMENDATIONS, SPECIFICATIONS, OPINION, OR PROFESSIONAL ADVICE, EXCEPT THAT THESE INSTRUMENTS OF SERVICE HAVE BEEN PREPARED IN ACCORDANCE WITH THE CURRENT GENERALLY ACCEPTED PROFESSIONAL ENGINEER PRACTICES.
- 1.03 ALL NON-STRUCTURAL ELEMENTS INDICATED ON THE STRUCTURAL DRAWINGS HAVE BEEN SHOWN IN GENERAL TO THE RELATIONSHIP TO THE STRUCTURAL ELEMENTS. THEY SHALL NOT BE ASSUMED TO BE ACCURATE AND REFERENCE MUST BE MADE TO THE APPROPRIATE CONSULTANTS' PLANS, AND SPECIFICATIONS.
- 1.04 NOTES ON THIS AND THE FOLLOWING SHEETS ARE PART OF THE PROJECT REQUIREMENTS BUT ARE NOT INTENDED TO REPLACE THE PROJECT SPECIFICATIONS. IN THE EVENT OF A CONFLICT BETWEEN THE REQUIREMENTS OF THE SPECIFICATIONS AND THESE NOTES, THE MORE STRINGENT REQUIREMENT SHALL APPLY.

2.00 CONSTRUCTION SAFETY

- 2.01 IT IS UNDERSTOOD THAT THE CONTRACTOR IS SOLELY RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK ON THE PROJECT. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS FOR THE SAFETY OF THE PERSONS AND PROTECT THEM AGAINST INJURY. Likewise, the CONTRACTOR SHALL PROTECT ALL PROPERTY AGAINST DAMAGE OR LOSS.
- 2.02 THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS, AND ORDERS OF ANY PUBLIC BODY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OF PROPERTY.
- 2.03 THE CONTRACTOR'S DUTIES AND RESPONSIBILITIES FOR THE SAFETY AND PROTECTION OF THE WORK SHALL CONTINUE UNTIL SUCH TIME AS THE WORK IS SATISFACTORILY COMPLETED, AND THE ENGINEER OF RECORD HAS ISSUED A NOTICE TO THAT EFFECT TO THE OWNER AND THE CONTRACTOR.

3.00 FORMWORK, SHORING AND RESHORING

- 3.01 THE CONTRACTOR SHALL EMPLOY, AT HIS EXPENSE, A FORMWORK/SHORING ENGINEER REGISTERED IN GEORGIA TO CONTROL ALL OPERATIONS RELATING TO DESIGN, DETAILING, AND REMOVAL OF ALL FORMWORK, SHORING, AND RESHORING.
- 3.02 CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR FABRICATION, ERECTION, SUPPORT, AND BRACING OF FORMWORK, AND SHORING AND RESHORING PROCEDURES FOR THE ENGINEER'S RECORD.
- 3.03 PRIOR TO PLACEMENT OF CONCRETE, THE FORMWORK/SHORING ENGINEER ONLY NEEDS TO INSPECT THE SHORING AFTER THE FIRST POUR, UNLESS THERE ARE ANY CHANGES IN THE METHOD OF SHORING, TO VERIFY THAT THE SHORING INSTALLATION IS IN COMPLIANCE WITH THE SHORING SHOP DRAWINGS. A WRITTEN STATEMENT OF COMPLIANCE SIGNED BY THE SHORING ENGINEER SHALL BE SUBMITTED TO THE OWNER.

4.00 DIMENSIONS

- 4.01 BEFORE STARTING WORK, CONTRACTOR SHALL VERIFY ALL DIMENSIONS ON THE SITE, AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER OF RECORD.
- 4.02 THE CONTRACTOR, BEFORE STARTING ANY WORK, SHALL CHECK ALL DIMENSIONS GIVEN ON THE STRUCTURAL DRAWINGS, RELATING TO GRID LINES, COLUMN AND WALL LOCATIONS, STRUCTURAL AND FINISHED FLOOR ELEVATIONS, MEMBER SIZES, ETC., WITH THE ARCHITECTURAL, CIVIL, AND TRAFFIC DRAWINGS. IF ANY DISCREPANCY IS NOTICED, IT SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND THE ENGINEER, AND WORK SHALL NOT COMMENCE UNTIL THE DISCREPANCY IS RESOLVED BY THEIR REVIEW.
- 4.03 THE CONTRACTOR SHALL REFER TO THE ENGINEER OF RECORD FOR HIS INSTRUCTIONS FOR ANY DIMENSION NOT GIVEN ON OR OBTAINABLE FROM THE CONSTRUCTION DRAWINGS. THE CONTRACTOR SHALL NOT USE SCALE TO OBTAIN OR VERIFY ANY DIMENSION SHOWN ON THE CONSTRUCTION DRAWINGS.

5.00 SHOP DRAWINGS

- 5.01 REVIEW OF SHOP DRAWINGS BY THE ENGINEER OF RECORD IS LIMITED TO COMPLIANCE OF THE COMPLETED STRUCTURE WITH THE DESIGN CONCEPT AND INFORMATION GIVEN IN THE PLANS AND SPECIFICATIONS. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DIMENSIONS, QUANTITIES, PERFORMANCE, SAFETY, COORDINATION WITH OTHER WORKS, AND ALL OTHER REQUIREMENTS OF THE PLANS AND SPECIFICATIONS. REVIEW DOES NOT AUTHORIZE CHANGES TO CONTRACT.
- 5.02 THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR HIS REVIEW IN ACCORDANCE WITH A SCHEDULE OF SUBMITTALS ACCEPTABLE TO THE ENGINEER. THESE SHOP DRAWINGS SHALL BE REVIEWED BY AND SO APPROVED BY THE ENGINEER OF RECORD, THE CONTRACTOR, AND IDENTIFIED AS THE ENGINEER MAY REQUIRE. THE DATA SHOWN ON THE SHOP DRAWINGS SHALL BE COMPLETE WITH RESPECT TO DIMENSIONS, DESIGN CRITERIA, AND DETAILED AND SEALED BY A PROFESSIONAL ENGINEER (WHERE APPLICABLE).

6.00 MASONRY

- 6.01 THE CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL DETAILS RELATING TO MASONRY WORK. CONTRACTOR SHALL FURTHER CHECK ANY DETAILS SHOWN ON STRUCTURAL DRAWINGS WITH THE ARCHITECTURAL DRAWINGS AND NOTIFY ENGINEER AND ARCHITECT OF ANY NOTED DISCREPANCIES.
- 6.02 CONCRETE MASONRY UNITS (CMU) SHALL BE ERECTED AS LOAD BEARING CONCRETE MASONRY, COMPLY WITH ACI 530.1 "SPECIFICATION FOR MASONRY STRUCTURES" FOR MATERIALS, METHODS, AND WORKMANSHIP AND ERECTION TOLERANCES.
- 6.03 PROVIDE CONCRETE MASONRY UNIT ASSEMBLIES (CMUAS) AS INDICATED ON THE DRAWINGS THAT DEVELOPS A MINIMUM NET AREA COMPRESSIVE STRENGTH (F_m) OF 1500 PSI AT 28 DAYS AND AS FOLLOWS:
- CONCRETE MASONRY UNITS SHALL CONFORM TO ASTM C90 WITH A MINIMUM AVERAGE NET AREA COMPRESSIVE STRENGTH OF 1900 PSI.
 - WEIGHT CLASSIFICATION NORMAL WEIGHT, UNLESS OTHERWISE NOTED.
 - SIZE: MANUFACTURED TO DIMENSIONS 3/8" LESS THAN NOMINAL DIMENSIONS.
- 6.04 PROVIDE MORTAR AND GROUT MATERIALS AS INDICATED ON THE DRAWINGS AND CONFORMING TO THE REQUIREMENTS LISTED BELOW. ALL CELLS CONTAINING REINFORCEMENT, CELLS BELOW GRADE, AND ANY LOCATIONS NOTED ON THE DRAWINGS SHALL BE GROUTED SOLO. DO NOT USE ADJUTIVES, INCLUDING AIR-ENTRAPPING AGENTS, ACCELERATORS, RETARDERS, WATER-REPELLENT AGENTS, ANTIFREEZE COMPOUNDS, OR OTHER ADJUTIVES UNLESS OTHERWISE NOTED. DO NOT USE CALCIUM CHLORIDE IN MORTAR OR GROUT.
- MORTAR FOR MASONRY ASSEMBLIES SHALL BE TYPE S, PCL MORTAR, CONFORMING TO ASTM C270.
 - GROUT FOR UNIT MASONRY SHALL BE FINE GROUT CONFORMING TO ASTM C476 AND HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH (F_m) EQUAL TO THE SPECIFIED COMPRESSIVE STRENGTH OF MASONRY OR 2000 PSI. GROUT SHALL HAVE A SLUMP OF 8 TO 11 INCHES AS MEASURED ACCORDING TO ASTM C143. COMPLY WITH TABLE 1.5.1 IN ACI 530.1 FOR DIMENSIONS OF GROUT SPACES AND POUR HEIGHT.
- 6.05 ALL MASONRY VENEERS AND MORTAR SELECTIONS MUST BE APPROVED BY THE OWNER.
- 6.06 PROVIDE VERTICAL REINFORCING AS NOTED PER THE CMU WALL REINFORCING SCHEDULE AND PER THE REQUIREMENTS BELOW. PROVIDE MATCHING DOWELS INTO THE FOOTING OR FOUNDATION CONSTRUCTION. PROVIDE TWO ADDITIONAL BARS AND DOWELS UNDER LOAD LINES AND BEAMS WHICH HAVE A REACTION EXCEEDING 10 KIPS, WHETHER OR NOT NOTED ON THE FRAMING PLANS.
- ALL REBAR SHALL BE UPDATED STEEL REINFORCING BARS, ASTM A615, GRADE 60.
 - REINFORCING STEEL SHALL BE PLACED IN COMPLIANCE WITH ACI 530.1.
 - GROUT ALL CELLS CONTAINING REINFORCEMENT AND DO NOT PLACE GROUT UNTIL THE ENTIRE HEIGHT OF MASONRY TO BE GROUTED HAS ATTAINED ENOUGH STRENGTH TO RESIST GROUT PRESSURE. LIMIT HEIGHT OF VERTICAL GROUT POURS TO NOT MORE THAN 6'.
 - PROVIDE AN OPEN BOTTOM ROAD BEAM REINFORCED WITH 2 NO. 5 CONTINUOUS BARS (IF THE FOLLOWING LOCATIONS AND AS NOTED ON THE DRAWINGS) INCLUDING ALL LINTELS AND ROAD BEAMS, SHALL BE A MINIMUM OF 8" ON SOLID MASONRY, EACH SIDE OF THE OPENING.
 - AT THE TOP OF ALL WALL ELEVATIONS.
 - AT ALL JOINTS AND FRAMING BEARING ELEVATIONS.
 - EQUALLY SPACED BETWEEN LATERAL SUPPORTS OR AT 10'-0" O.C. MAXIMUM VERTICALLY, IF THE DISTANCE BETWEEN LATERAL SUPPORTS EXCEEDS 10'-0".
- 6.07 PROVIDE MASONRY JOINT REINFORCING AT 18" O.C. VERTICALLY IN ADDITION TO CONTINUOUS REINFORCING, AND NOT MORE THAN 8" ABOVE AND BELOW OPENINGS IN MASONRY WALLS AND EXTENDING 12" BEYOND SAID OPENING. INTERRUPT JOINT REINFORCING AT CONTROL AND REINFORCING JOINTS. USE AND BEND REINFORCING UNITS AS DIRECTED BY MANUFACTURER FOR CONTINUITY AT CORNERS, RETURNS, OFFSETS, COLUMN PENETROPROOF, PIPE ENCLOSURES, AND OTHER SPECIAL CONDITIONS. JOINT REINFORCING SHALL CONSIST OF HOT-DIPPED GALVANIZED CARBON STEEL CONFORMING TO ASTM A615 AND PER THE REQUIREMENTS BELOW:
- JOINT REINFORCING FOR SINGLE WYTHE WALLS SHALL CONSIST OF EITHER LADDER OR TRUSS TYPE WITH A SINGLE PAIR OF SIDE RODS. SIDE AND CROSS RODS SHALL BE W1.4 DIAMETER.
 - JOINT REINFORCING FOR MULTIWYTHE WALLS SHALL CONSIST TAB TYPE, EITHER LADDER OR TRUSS DESIGN, WITH 1 SIDE ROD AT EACH FACE SHELL OF BACKING WYTHE AND WITH RECTANGULAR TABS TYPE TO EXTEND AT LEAST HALFWAY THROUGH FACING WYTHE BUT WITH AT LEAST 58 NOT COVER ON OUTSIDE FACE, SIDE AND CROSS RODS SHALL BE W1.4 DIAMETER.

6.00 MASONRY (CONT)

- 6.06 ALL REINFORCEMENT SHALL HAVE A SPLICE LENGTH OF 72" BAR DIAMETER.
- 6.09 UNLESS NOTED OTHERWISE, MAINTAIN A 1" GAP BETWEEN THE TOP OF ALL NON-BEARING MASONRY WALLS AND THE UNDERSIDE OF THE STRUCTURE ABOVE. MAINTAIN A 1" GAP BETWEEN ALL NON-BEARING MASONRY WALLS ADJACENT TO THE STRUCTURE.
- 6.10 PROVIDE CONTROL AND EXPANSION JOINTS AS NOTED ON THE ARCHITECTURAL DRAWINGS, BUT NOT GREATER THAN 27'-0" RETAIL CONTROL AND EXPANSION JOINT MATERIALS IN UNIT MASONRY AS MASONRY PROGRESSES. DO NOT ALLOW MATERIALS TO SPAN CONTROL AND EXPANSION JOINTS WITHOUT PROVISION TO ALLOW FOR PLANE WALL OR JOINT MOVEMENT.
- 6.11 DURING CONSTRUCTION, COVER TOPS OF WALLS, PROJECTIONS, AND SILLS WITH WATERPROOF SHEETING AT END OF EACH DAY'S WORK. COVER PARTIALLY COMPLETED MASONRY WHEN CONSTRUCTION IS NOT IN PROGRESS.
- 6.12 DO NOT APPLY UNIFORM FLOOR OR ROOF LOADS FOR AT LEAST 12 HOURS AND CONCENTRATED LOADS FOR AT LEAST 3 DAYS AFTER BUILDING MASONRY WALLS OR COLUMNS.
- 6.13 DO NOT USE FROZEN MATERIALS OR MATERIALS MIXED OR COATED WITH ICE OR FROST. DO NOT BUILD ON FROZEN SUBSTRATES. REMOVE AND REPLACE UNIT MASONRY DAMAGED BY FROST OR BY FREEZING CONDITIONS.
- 6.14 COMPLY WITH HOT-WEATHER CONSTRUCTION REQUIREMENTS CONTAINED IN ACI 530.1.
- 6.15 CORRUGATED METAL TIES ARE NOT TO BE USED ON MASONRY VENEERS.

7.00 STRUCTURAL STEEL

- 7.01 DESIGN, FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH AISC 360-15 "SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS".
- 7.02 ALL STRUCTURAL STEEL SHOWN ON PLANS SHALL CONFORM TO ASTM A572 GRADE 50 OR ASTM A588 GRADE 80 WITH THE EXCEPTION OF STRUCTURAL TUBING WHICH SHALL CONFORM TO ASTM A584 GRADE 80 (IF KSJ), STEEL, AND HARDWARE SHALL BE HOT-DIP GALVANIZED UNLESS NOTED OTHERWISE.
- 7.03 FORCES PROVIDED ON PLANS ARE ASD-LEVEL FORCES UNLESS NOTED OTHERWISE. CONNECTION DESIGN SHALL CONFORM TO AISC 360-15 ASD.
- 7.04 ALL WELDS SHALL BE PERFORMED BY CERTIFIED WELDERS AND SHALL CONFORM TO REQUIREMENTS OF AWS D1.1.
- 7.05 THE BOLT SUPPLIER SHALL USE PAINT TO COLOR AND IDENTIFY UNIQUE BOLT SIZES AND GRADES (OTHER THAN 3/4" A325-N) A MATCHING PAINT STRIPE SHALL BE MADE NEAR THE END OF EACH MEMBER THAT IS TO ACCEPT A UNIQUE BOLT SIZE OR GRADE.
- 7.06 ALL WELDS SHALL BE PERFORMED BY CERTIFIED WELDERS AND SHALL CONFORM TO REQUIREMENTS OF AWS D1.1.
- 7.07 ALL CORNERS, BLOODS AND CUTS IN STRUCTURAL MEMBERS SHALL BE MADE FREE OF NOTCHES OR OTHER AREAS THAT COULD CREATE STRESS CONCENTRATIONS. THE MINIMUM RADIUS AT CORNERS SHALL BE 1".
- 7.08 ALL FIELD SPLICES OF CONTINUOUS BEAMS SHALL BE FULL PENETRATION WELDS. NO BOLT FIELD SPLICES WILL BE PERMITTED.
- 7.09 FABRICATOR SHALL PROVIDE A FIELD-WELDED SUMMATING MINIMUM PREHEAT, THE WELD FILLER MATERIAL, THE PROPER WELD DEPOSITION RATE AND WELDING MACHINE SETTINGS FOR EACH WELD THAT WILL BE UTILIZED IN THE FIELD.
- 7.10 ALL EMBED PLATES SHALL BE OVER-SIZED TO ACCOUNT FOR PRECAST AND STRUCTURAL STEEL, FABRICATION AND ERECTION TOLERANCES. EMBEDS SHALL EXTEND A MINIMUM OF 3" BEYOND THE CONNECTION ELEMENT ON ALL SIDES, UNLESS EXPLICITLY DETAILED OTHERWISE.

8.00 OPENINGS IN SLABS, BEAMS AND WALLS

- 8.01 IN CAST-IN-PLACE CONCRETE WORK, NO OPENINGS SHALL BE PERMITTED IN SLABS WITHIN A DISTANCE OF EIGHT INCHES FROM THE FACE OF A COLUMN OR EDGE OF SLAB. OPENINGS BETWEEN EIGHT TO TWENTY FOUR INCHES FROM THE FACE OF THE COLUMN OR EDGE OF SLAB SHALL NOT GENERALLY BE PERMITTED EXCEPT WITH THE SPECIFIC APPROVAL OF THE ENGINEER OF RECORD. OPENINGS LOCATED GREATER THAN TWO FEET FROM THE FACE OF THE COLUMN OR EDGE OF SLAB ARE GENERALLY PERMITTED, SUBJECT TO APPROVAL OF THE ENGINEER OF RECORD.
- 8.02 IN PRECAST CONCRETE WORK, OPENINGS LESS THAN 16" ROUNDER OR SQUARE SHALL BE LOCATED AND FIELD DRILLED OR BAW CUT BY THE TRADE. REQUIRING OPENING AFTER MEMBER IS ERECTED. SUCH OPENINGS SHALL BE COORDINATED BY THE CONTRACTOR AND RECEIVE PRIOR APPROVAL BY THE PRECAST MFR AND THE ENGINEER OF RECORD.
- 8.03 OPENINGS IN CONCRETE WALLS MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE ENGINEER OF RECORD.
- 8.04 OPENINGS THROUGH BEAMS ARE PROHIBITED EXCEPT AS SPECIFICALLY SHOWN ON THE PLANS.
- 8.05 NO DRILLING THROUGH SLABS, BEAMS, COLUMNS, OR WALLS SHALL BE CARRIED OUT EXCEPT WITH THE SPECIFIC APPROVAL OF THE ENGINEER OF RECORD. SUCH APPROVAL, IF GRANTED, SHALL BE ON A CASE BY CASE BASIS.

9.00 REINFORCED CONCRETE (CAST-IN-PLACE)

- 9.01 THE GENERAL CONTRACTOR SHALL ASSIST AND COOPERATE WITH AN INDEPENDENT TESTING LABORATORY (TO BE RETAINED BY THE OWNER) WHICH SHALL CONDUCT ALL THE SPECIFIED TESTS REQUIRED FOR THE CONCRETE WORK AND REPORT THE RESULTS OF THESE TESTS DIRECTLY AND PROMPTLY TO THE ENGINEER FOR HIS REVIEW.
- 9.02 DETAILING OF REBAR SHALL BE IN ACCORDANCE WITH THE LATEST REVISION OF THE ACI DETAILING MANUAL, AND CONCRETE REINFORCING INSTITUTES' LATEST EDITION OF "MANUAL OF STANDARD PRACTICE". ALL SHOP DRAWINGS PERTAINING TO REBAR DETAILS SHALL BE SUBMITTED TO THE ENGINEER FOR HIS REVIEW.
- 9.03 CONCRETE MIX DESIGN FOR ALL CONCRETE WORK IS REQUIRED TO BE SUBMITTED TO THE ENGINEER FOR HIS REVIEW. IT IS TO BE NOTED THAT THE CONCRETE SUPPLIER SHALL HAVE A QUALITY CONTROL PROCEDURE FOR THE PRODUCTION OF ALL CONCRETE, WHICH MUST BE ACCEPTABLE TO THE ENGINEER AND MEETS CURRENT ACI STANDARDS.
- 9.04 CONSTRUCTION JOINTS SHALL BE AS APPROVED BY THE STRUCTURAL ENGINEER AND THE ARCHITECT. ENGINEER SHALL BE INFORMED AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONCRETE WORK.
- 9.05 A COPY OF ACI 308 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" AND ACI 308.1 "FIELD REFERENCE MANUAL" SHALL BE KEPT IN THE PROJECT FIELD OFFICE AT ALL TIMES.
- 9.06 CONTRACTOR SHALL PREPARE AND SUBMIT QUALITY CONTROL MEASURES TO ENSURE TEMPERATURE WITH MASS CONCRETE POURS COMPLIES WITH THE REQUIREMENTS IN THE PROJECT SPECIFICATIONS. MASS CONCRETES TO ENQUIRE APPLY TO ANY SUBSTRUCTURE CONCRETE ELEMENT WHOSE LEAST DIMENSION IS GREATER THAN 5 FT.
- 9.07 CONCRETE COMPRESSIVE DESIGN STRENGTH IN 28 DAYS:
- | | 5,000 PSI |
|-----------------|-----------|
| SPREAD FOOTINGS | 5,000 PSI |
| RTW STEMS | 4,000 PSI |
| RTW FOTHS | 5,000 PSI |
| SLAB-ON-GRADE | 4,000 PSI |
- 9.08 REINFORCING STEEL SHALL BE ASTM A615, GRADE 60 UNLESS NOTED OTHERWISE. IF REINFORCEMENT WELDING IS REQUIRED, ASTM A706, GRADE 60 SHALL BE REQUIRED UNLESS MIL TEST REPORTS VERIFY THAT THE ASTM A615 STEEL PROVIDED IS AN ACCEPTABLE A706 EQUIVALENT. WELDED WIRE FABRIC OR WIRE MESH SHALL BE ASTM A185.
- 9.09 TOLERANCES FOR REINFORCEMENT FABRICATION, REINFORCEMENT PLACEMENT AND CONCRETE CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF ACI 117 "SPECIFICATIONS FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIALS".
- 9.10 BAR DETAILS AND SUPPORTS: ACI DETAILING MANUAL AND BUILDING CODE. LAP ALL SPLICES AS SHOWN ON THE STRUCTURAL DRAWINGS.
- 9.11 CLEAR DISTANCE FROM FACE OF CONCRETE TO MAIN STEEL SHALL BE AS SHOWN ON THE STRUCTURAL DRAWINGS. WHERE CLEAR DISTANCE IS NOT SHOWN, ACI 301 SHALL CONTROL. ACI 302 "GUIDE FOR THE DESIGN OF DURABLE PARKING STRUCTURES" SHALL CONTROL FOR SLABS EXPOSED TO WEATHER, WHERE NOTED ON ALL PARALLEL.
- 9.12 ALL REINFORCEMENT SHOWN IS INTENDED TO BE CONTINUOUS UNLESS NOTED OTHERWISE. REFER TO REINFORCEMENT STEEL CHART FOR TENSION LAP SPLICES.
- 9.13 PROVIDE 3/4" CHIN CHAMBERS AT ALL EXPOSED EDGES UNO.
- 9.14 CORE DRILLING SHALL NOT BE ALLOWED THROUGH IN-PLACE CONCRETE ELEMENTS UNLESS SPECIFICALLY APPROVED BY THE ENGINEER. PENETRATING THROUGH SHALL BE ILLUSTRATED ON SHOP DRAWINGS AND SHALL UTILIZE SCHEDULE 40 STEEL PIPE. CLEARANCE REQUIRED WITHIN PIPE SLEEVE SHALL BE CONFIRMED BY SUBCONTRACTOR RESPONSIBLE FOR THE MATERIAL PASSING THROUGH THE SLEEVE. REINFORCEMENT CLEAR COVER SHALL BE MAINTAINED AROUND THE SLEEVE PENETRATION.
- 9.15 EMBEDDED ITEMS THAT WILL SUPPORT STRUCTURAL STEEL CONSTRUCTION SHALL BE PLACED WITH THE TOLERANCES PRESCRIBED IN THE LATEST EDITION OF THE AISC "CODE OF STANDARD PRACTICE". GENERAL CONTRACTOR SHALL FIELD VERIFY LOCATION OF EMBEDDED ITEMS PRIOR TO FABRICATION AND DELIVERY OF STRUCTURAL STEEL TO THE PROJECT SITE.

10.00 REINFORCING

- 10.01 BAR SUPPORTS, DESIGN, DETAILING, FABRICATION, AND PLACING OF REINFORCING BARS MUST BE IN ACCORDANCE WITH ACI 318-14 (BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE) AND ACI 318-14 (DETAILING MANUAL).
- 10.02 WHERE SHOWN OR SPECIFIED ON PLANS, PROVIDE STANDARD ACI REQUIREMENTS OR 180 DEGREE HOOK, AS APPLICABLE.
- 10.03 REINFORCING ASTM A615, GRADE 60. UNO ALL REINFORCING TO BE ASTM A706, GRADE 60 WHERE WELDING IS REQUIRED. WELDED WIRE FABRIC REINFORCING MUST CONFORM TO ASTM A185.

11.00 POST-INSTALLED ANCHORS

- 11.01 UNLESS OTHERWISE INDICATED ON PLANS, POST-INSTALLED ANCHORS SHALL CONSIST OF THE FOLLOWING ANCHOR TYPES, OR APPROVED EQUAL:

	ADHESIVE ANCHOR	MECHANICAL ANCHOR
SOLID CONCRETE	HLTI HY 200 SAFE SET SYSTEM HLTI HY 200 SAFE SET SYSTEM	HLTI KWIK HUE Z HLTI KWIK BOLT T2
GROUTED MASONRY	HLTI HY 70	HLTI KWIK BOLT 3
HOLLOW MASONRY OR BRICK	HLTI HY WITH APPROPRIATE SCREEN TUBE	HLTI HLC SLEEVE ANCHOR

- 11.02 SUBSTITUTION REQUESTS FOR ALTERNATE PRODUCTS MUST BE APPROVED IN WRITING BY THE STRUCTURAL ENGINEER OF RECORD PRIOR TO USE. CONTRACTOR SHALL PROVIDE CALCULATIONS DEMONSTRATING THAT THE SUBSTITUTED PRODUCT IS CAPABLE OF ACHIEVING THE PERFORMANCE VALUES OF THE SPECIFIED PRODUCT. SUBSTITUTIONS WILL BE EVALUATED BY THEIR HAVING AN ICC ESR SHOWING COMPLIANCE WITH THE RELEVANT AND CURRENT BUILDING CODE.

- 11.03 INSTALL ANCHORS PER THE MANUFACTURER'S INSTRUCTIONS, AS INCLUDING IN THE ANCHOR PACKAGING.

- 11.04 THE CONTRACTOR SHALL ARRANGE AN ANCHOR MANUFACTURER'S REPRESENTATIVE TO PROVIDE ON-SITE INSTALLATION TRAINING FOR ALL OF THEIR ANCHORING PRODUCTS SPECIFIED. THE STRUCTURAL ENGINEER OF RECORD MUST RECEIVE DOCUMENTED CONFIRMATION THAT ALL OF THE CONTRACTOR'S PERSONNEL, WHO INSTALL ANCHORS ARE TRAINED PRIOR TO THE COMMENCEMENT OF INSTALLING ANCHORS.
- 11.05 ANCHOR CAPACITY IS DEPENDENT UPON SPACING BETWEEN ADJACENT ANCHORS AND PROXIMITY OF ANCHORS TO EDGE OF CONCRETE.

- 11.06 EXISTING REINFORCING BARS IN THE CONCRETE STRUCTURE MAY CONFLICT WITH SPECIFIC ANCHOR LOCATIONS. UNLESS NOTED ON THE DRAWINGS THAT THE BARS CAN BE CUT, THE CONTRACTOR SHALL REVIEW THE EXISTING STRUCTURAL DRAWINGS AND SHALL UNDERTAKE TO LOCATE THE POSITION OF THE REINFORCING BARS AT THE LOCATIONS OF THE CONCRETE ANCHORS. CONTRACTOR SHALL IMMEDIATELY CONTACT THE EOR IF A CONFLICT IS IDENTIFIED.

- 11.07 PERFORM A MINIMUM NUMBER OF FIELD PULL TEST PER BATCH OF ADHESIVE AND PER NO. OF MECHANICAL ANCHORS AS PRESCRIBED BELOW:
- NO OF TEST
 - SPRIFY ADHESIVE ANCHORING SYSTEM - MIN. 5 TEST PER BATCH
 - MECHANICAL ANCHORING SYSTEM - MIN. 5 TEST OR 10% OF ANCHORS, WHICHEVER IS GREATER
8. ACCEPTANCE CRITERIA:
- FIELD PULL LOAD TO BE SPECIFIED BY ENGINEER.
 - ALLOWABLE DISPLACEMENT UP AT FIELD TEST LOAD IS 1/16" UNO BY ENGINEER.

12.00 BARRIER CABLES

- 12.01 DESIGN LOADS:
VEHICLE IMPACT: 6,000 LBS (RESISTED BY 1 CABLE)
PEDESTRIAN IMPACT: DISTRIBUTED LOAD OF 50 LBS/FT OR A CONCENTRATED LOAD OF 200 LBS, ACTING IN ANY DIRECTION (RESISTED BY ANY SINGLE CABLE)

- 12.02 PRELIMINARY CABLE TENSION FORCES:

CABLE RUN LOCATION	CABLE TENSION FORCES PER STRAND	ALLOWABLE DEFLECTION	MAX HORIZ SPACING FOR VERT SUPPORT
	JACKING (lbs)	EFFECTIVE (lbs)	UNDER DESIGN IMPACT (lbs)
B3-B6	2,775	2,010	6,000

- 12.03 INSTALLATION GUIDE:

- PRETENSION CABLES TO JACKING FORCE PROVIDED IN 12.02 TO PROVIDE EFFECTIVE TENSION FORCES PLUS FULL SHADING LOSSES.
 - REMOVE THE JACK FROM THE ANCHOR AND TRANSFER TO THE OTHER SIDE OF THE COLUMN IN WHICH THE CABLE IS BEING ANCHORED.
 - WITH A TEMPORARY PLATE AGAINST THE COLUMN, TENSION THE STRAND TO 80% OF ULTIMATE TO FULLY SEAT THE ANCHOR.
 - THE RESULTING TENSION REQUIRED IN EACH STRAND SHOULD BE THE EFFECTIVE TENSION REQUIRED AS SHOWN IN NOTE 12.02.
- 12.04 1/2" GRADE 250 GALVANIZED PRESTRESSING CONCRETE STRAND PER ASTM A416 WITH ULTIMATE STRENGTH OF 38,200 LBS, AREA OF 0.143 SQUARE INCHES, AND MODULUS OF ELASTICITY OF 28,500 KSI.
- 12.05 ZINC COATING WEIGHT SHALL BE CLASS A AS DESIGNATED IN ASTM A475, TABLE A.
- 12.06 BARRIER CABLES THAT PASS THROUGH A HOLE IN THEIR ANCHORAGE SHALL HAVE THE HOLE SEALED TO PREVENT WATER FROM FOLLOWING THE PATH OF THE BARRIER CABLE TO THE HOLLOWOR.

13.00 DELEGATED DESIGN SYSTEMS

- 13.01 THE FOLLOWING SUBMITTALS, AT A MINIMUM, ARE DEFERRED FOR THEIR DESIGN TO BE PROVIDED BY SUPPLIER:

- EARTH SHORING OR EXCAVATION SUPPORT
- SHORING AND FORMWORK
- HAND AND GUARD RAILINGS, AND CONNECTION TO THE STRUCTURE
- FACADE STRUCTURAL SUPPORT
- GROUND IMPROVEMENT SYSTEM
- STONEWORK FRAMING SYSTEM
- STRUCTURAL PRECAST CONCRETE SYSTEM

- 13.02 DOCUMENTS FOR THE DEFERRED SUBMITTALS, ITEMS SHALL BE SUBMITTED A MINIMUM OF 30 DAYS BEFORE ITEMS ARE INSTALLED OR REQUESTED TO BE RELEASED FOR FABRICATION. THESE SUBMITTALS SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE WHERE THE PROJECT IS LOCATED. THESE ITEMS ARE TO BE REVIEWED BY THE GENERAL CONTRACTOR AND THE ENGINEER OF RECORD FOR THE GENERAL CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS. REFER TO THE PROJECT SPECIFICATIONS FOR ADDITIONAL, DEFERRED SUBMITTAL, DESIGN QUALIFICATIONS AND ADDITIONAL DEFERRED SUBMITTAL REQUIREMENTS.

CLIENT PROJECT INFO

1.00 DESIGN LOADS

- ## 2.00 SPECIAL INSPECTIONS

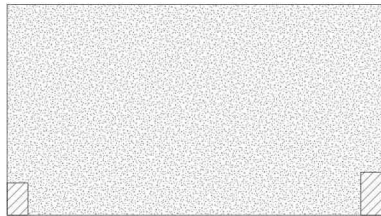
-
- Diagram of a rectangular floor plan divided into three vertical sections. The leftmost section is labeled '5', the middle section is labeled '4', and the rightmost section is labeled '5'. Below the leftmost section, a dimension line indicates a width of 12'-6". Below the rightmost section, a dimension line indicates a width of 12'-6".

WALL ELEVATION

-
- The diagram shows a rectangular building layout with the following dimensions and zones:
- Overall Dimensions:** 132 ft wide by 132 ft high.
 - Top Section:** Divided into three parts: 10 ft 7 in (left), 10 ft 7 in (middle), and 10 ft 7 in (right).
 - Bottom Section:** Divided into three parts: 10 ft 7 in (left), 10 ft 7 in (middle), and 10 ft 7 in (right).
 - Left Side Section:** Divided into three parts: 10 ft 7 in (top), 10 ft 7 in (middle), and 10 ft 7 in (bottom).
 - Right Side Section:** Divided into three parts: 10 ft 7 in (top), 10 ft 7 in (middle), and 10 ft 7 in (bottom).
 - Zones:**
 - Zone 1:** Central rectangular area.
 - Zone 2:** Four rectangular areas along the inner perimeter of the side sections.
 - Zone 3:** Four rectangular areas in the corners of the building.

PLAN

1 WIND LOAD DIAGRAM
S003 SCALE: NTS



2 FLOOR LOADING DIAGRAM
S003 SCALE: NTS

NOTES:
SDL: SUPERIMPOSED DEAD LOAD
LL: LIVE LOAD

Kimley»Horn
2023, ©
817 WEST PEACHTREE STREET NW
THE BILTMORE
SUITE 601
ATLANTA, GA 30308
PHONE: 404.419.8700

NOTES:

1. VALUES ASSUME NO EPOXY-COATING IS USED AND NORMAL WEIGHT AGGREGATE CONCRETE.
2. NO REDUCTION FACTORS IN ACI 318, SECTION 12.5.3 ARE APPLIED TO THESE VALUES.
3. THE HOOK DEVELOPMENT LENGTH MUST NOT BE LESS THAN 8" BAR DIA.
4. 90° STD HOOK MUST BE BEND PLUS 12" BAR DIA EXTENSION AT FREE END.

SCALE: 1" = 1'-0"

NOTES:

1. TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12 INCHES OF CONCRETE CAST BELOW THE BARS.
2. CLASS A SPACING LENGTH EQUALS THE BASIC DEVELOPMENT LENGTH (L_D) OF THE BAR.
3. LAP SPICES OF DEFORMED BARS MUST BE CLASS B SPICES. UNO.
4. BUNDLED BARS MUST INCREASE VALUES BY 20% FOR THREE BAR BUNDLES AND 30% FOR FOUR BAR BUNDLES.
5. CLEAR SPACING BETWEEN BARS DEVELOPED OR BARS ADJACENT TO A SPICE SHALL NOT BE LESS THAN 1" OR DIAMETER OF BAR.
6. L_D MUST BE INCREASED BY 1.5 FACTOR IF ONE OF THE BELOW CONDITIONS IS NOT MET:
 - A. CLEAR SPACING BETWEEN BARS DEVELOPED OR SPICED MUST NOT BE LESS THAN DIAMETER OF BAR.
 - B. CLEAR COVER NOT LESS THAN DIAMETER OF BAR, AND STRIPS/MUST BE PROVIDED THROUGHOUT L_D CLEAR SPACING BETWEEN BARS DEVELOPED OR SPICED MUST NOT BE LESS THAN 2 TIMES DIAMETER OF BAR, AND CLEAR COVER NOT LESS THAN DIAMETER OF BAR.

SCALE: 1" = 1'-0"

LOW THE BARS.	DWL	DOWELS	DWL	DOWELS
	E	EAST	E	EAST
FOR FOUR BAR BUNDLES.	EA	EACH	EA	EACH
SHALL NOT BE LESS THAN 1" OR DIAMETER OF BAR.	EC	EDGE OF CURB	EC	EDGE OF CURB
17"	EE	EACH END	EE	EACH END
LESS THAN DIAMETER OF BAR.	EF	EACH FACE	EF	EACH FACE
PROVIDED THROUGHOUT. L ₁ CLEAR SPACING BETWEEN BARS BEING DEVELOPED OR	EJ	EXPANSION JOINT	EJ	EXPANSION JOINT
NOT LESS THAN DIAMETER OF BAR.	EL	EACH LAYER ELEVATION	EL	EACH LAYER ELEVATION
	ELEV	ELEVATOR	ELEV	ELEVATOR
	EMBED	EMBEDMENT	EMBED	EMBEDMENT
	ENGR	ENGINEER	ENGR	ENGINEER
	ENTR	ENTRANCE	ENTR	ENTRANCE
	EOS	EDGE OF SLAB	EOS	EDGE OF SLAB
	EQ	EQUAL	EQ	EQUAL
	EQ SP	EQUALLY SPACED	EQ SP	EQUALLY SPACED
	EQUIP	EQUIPMENT	EQUIP	EQUIPMENT
	ESP	EXPANSION EXPOSED	ESP	EXPANSION EXPOSED
	EST	ESTIMATE	EST	ESTIMATE
	EW	EACH WAY	EW	EACH WAY
	EX/ EXIST	EXISTING	EX/ EXIST	EXISTING
	EXP BT	EXPANSION BOLT	EXP BT	EXPANSION BOLT
	EXP JT	EXPANSION JOINT	EXP JT	EXPANSION JOINT
	EXIST GR	EXISTING GRADE	EXIST GR	EXISTING GRADE
	EXT	EXTENSION	EXT	EXTENSION
	EXTN	EXTENSION	EXTN	EXTENSION
	FD	FLOOR DRAIN	FD	FLOOR DRAIN
	FDTN	FOUNDATION	FDTN	FOUNDATION
	FF	FINISH FACE	FF	FINISH FACE
	FFE	FINISH FLOOR ELEVATION	FFE	FINISH FLOOR ELEVATION
	FN	FINISH	FN	FINISH
	FN FLR	FINISH FLOOR	FN FLR	FINISH FLOOR
	FN GR	FINISH GRADE	FN GR	FINISH GRADE
	FLR	FLOOR	FLR	FLOOR
	FOC	FACE OF CONCRETE	FOC	FACE OF CONCRETE
	FOM	FACE OF MASONRY	FOM	FACE OF MASONRY
	FOW	FACE OF WALL	FOW	FACE OF WALL
	FR	FRAME	FR	FRAME
	FRMG	FRAMING	FRMG	FRAMING
	FT	FEET, FOOT	FT	FEET, FOOT
	FTP	FACE TO FACE	FTP	FACE TO FACE
	FTG	FOOTING	FTG	FOOTING
	FWRK	FORMWORK	FWRK	FORMWORK
	G	GRADE, GROUND	G	GRADE, GROUND
	GA	GAGE	GA	GAGE
	GALV	GALVANIZED	GALV	GALVANIZED
	GC	GENERAL CONTRACTOR	GC	GENERAL CONTRACTOR
	GEN	GENERAL	GEN	GENERAL
	GL	GROUND LEVEL	GL	GROUND LEVEL
	GR BM	GRADE BEAM	GR BM	GRADE BEAM
	GR FL	GROUND FLOOR	GR FL	GROUND FLOOR
	HDS	HOT-DIP GALVANIZING	HDS	HOT-DIP GALVANIZING
	HK	HOOK	HK	HOOK
	HORIZ	HORIZONTAL	HORIZ	HORIZONTAL
	HS	HEADED STUD	HS	HEADED STUD
	HT	HEIGHT	HT	HEIGHT
	I	INSIDE DIAMETER (DIMENSION)	I	INSIDE DIAMETER (DIMENSION)
	INF	INCH	INF	INCH
	INFO	INFORMATION	INFO	INFORMATION
	INTLL	INSTALL	INTLL	INSTALL
	INT	INTERIOR	INT	INTERIOR
	ISO JT	ISOLATION JOINT	ISO JT	ISOLATION JOINT
	JST	JOIST	JST	JOIST

ABBREVIATIONS	
AE	ARCHITECT/ENGINEER
AB	ANCHOR BOLT
ABC	AGGREGATE BASE COURSE
ACC	ACCESSIBLE
ADOL	ADDITIONAL
ADOM	ADDENDUM
ADJ	ADJACENT
AFP	ABOVE FINISHED FLOOR
AFI	ABOVE FINISHED GRADE
AFS	ABOVE FINISHED SLAB
AGGR	AGGREGATE
ALLOW	ALLOWANCE
ALT	ALTERNATE
APPROX	APPROXIMATE
ARCH	ARCHITECT, ARCHITECTURAL

BOI	BOTTOM
BWIN	BETWEEN
BV	BOTHWAYS
C&G	CURB AND GUTTER
CANTILE	CANTILEVER
CDW	COUNTERCLOCKWISE
CON	CONSTRUCTION DOCUMENTS
CGM	CENTER
CGS	CENTER OF GRAVITY OF STRAND
CP	CAST-IN-PLACE
CJ	CONSTRUCTION JOINT
CL	CENTURINE
CLG	CEILING
CLL	CLEAN LINE
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CON	CONCRETE
CONSTR	CONSTRUCTION
CONT	CONTINUE; CONTINUOUS
COORD	COORDINATE
COV	COVER
CTC	CENTER TO CENTER
CT	CENTER
CTRL JT	CONTROL JOINT
CW	CLOCKWISE

DEL	DELETE
DEMO	DEMOLITION
DETAL	DETAIL
DIA	DIAMETER
DIAG	DIAGONAL
DIR	DIMENSION
DIR	DIRECTION
DIST	DISTANCE
DIST	DEAD LOAD
DR	DRAIN, DRIVE
DSGN	DESIGN
DWG	DRAWING
DWL	DOWEL(S)
E	EAST
EA	EACH
EC	EDGE OF CURB
EE	EACH END
EF	EACH FACE
EF	EXPANSION JOINT
EL	EACH LAYER, ELEVATION
ELEV	ELEVATOR
EMBED	EMBEDMENT
ENGR	ENGINEER
ENTR	ENTRANCE
EOS	EDGE OF SLAB

EW	EACH WAY
EX - EXIST	EXISTING
EXP-BT	EXPANSION BOLT
EXP-JT	EXPANSION JOINT
EXIST GR	EXISTING GRADE
EXT	EXTERIOR
EXTN	EXTENSION
FD	FLOOR DRAIN
FDTN	FOUNDATION
FF	FINISH FACE
FFE	FINISH FLOOR ELEVATION
FFN	FINISH
FIN FLR	FINISH FLOOR
FIN GR	FINISH GRADE
FLR	FLOOR
FOC	FACE OF CONCRETE
FOM	FACE OF MASONRY
FOW	FACE OF WALL
FR	FRAME
FRMG	FRAMING
FT	FEET; FOOT
FTF	FACE TO FACE
FTNG	FOOTING
FWRK	FORMWORK

GL	GROUND LEVEL
GR BM	GRADE BEAM
GR FL	GROUND FLOOR
HG	HOT-DIP GALVANIZING
HK	HOOK
HORIZ	HORIZONTAL
HS	HEADED STUD
HT	HEIGHT
ID	INSIDE DIAMETER (DIMENSION)
IF	INSIDE FACE
IN	INCH
INFO	INFORMATION
INSTL	INSTALL
INT	INTERIOR
ISO JT	ISOLATION JOINT

AND POUNDS
 LINEAR FOOT
 SQUARE FOOT
 SQUARE INCH
 DIRECTION
 FEET (FOOT)
 0
 HORIZONTAL
 VERTICAL

CAL
CTURER
NEOUS
E:

CABLE
SE
CONTRACT

SCALE
ER
DIAMETER (DIMENSION)
FACE
/
E
PUT
L
CONCRETE

Y
SSED CONCRETE
PER SQUARE FOOT
PER SQUARE INCH
SIONED
SIONED CONCRETE
E
CED CONCRETE
CED CONCRETE PIPE
CED CONCRETE PIPE
AIN
CING STEEL BAR
ICE
CEMENT
D
FOR INFORMATION
FOR PROPOSAL
G WALL

AD
GRADE
VATION
ATION
ID
IST
-
RAL
BOTTOM
BOLT
VATION
TURE: TEMPORARY
NISH FLOOR
SS
E
FOUNDATION
EAK
CONCRETE (CURB)
CONCRETE FOOTING
CONCRETE WALL
CONCRETE

NOTED OTHERWISE.



HOLLY SPRING
TOWN CENTER
PARKING DECK

[illegible]

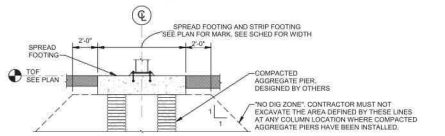
DRAWN BY: JTM
CHECKED BY: JRM
SCALE:
DATE: 06/22/22
PROJECT NO: 013990000
FILENAME:

STRUCTURAL SCHEDULES AND ABBREVIATIONS

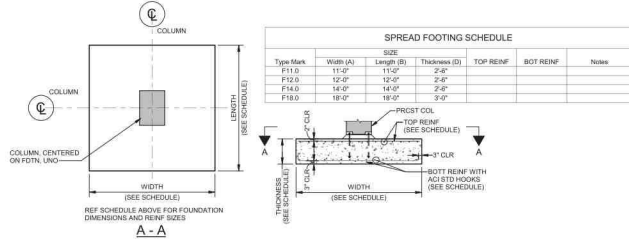
PROGRESS PRINT

S004

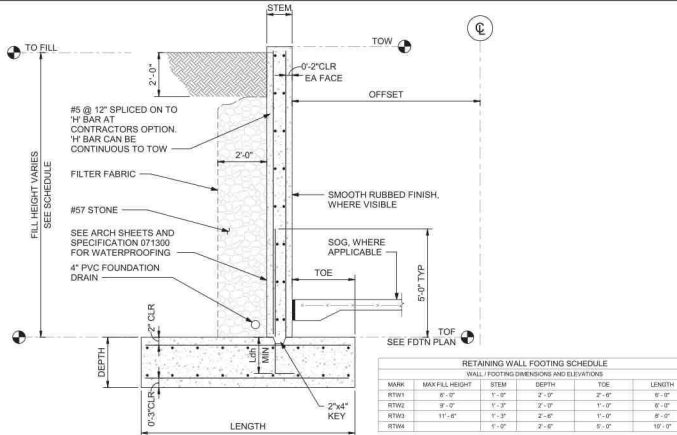
BM Agenda Item VI-G



4 "NO DIG" ZONE AT COMPACTED AGGREGATE PIERS
SCALE: 1/4" = 1'-0"



2 STRUCTURAL FOUNDATION DETAIL
SCALE: 1/4" = 1'-0"



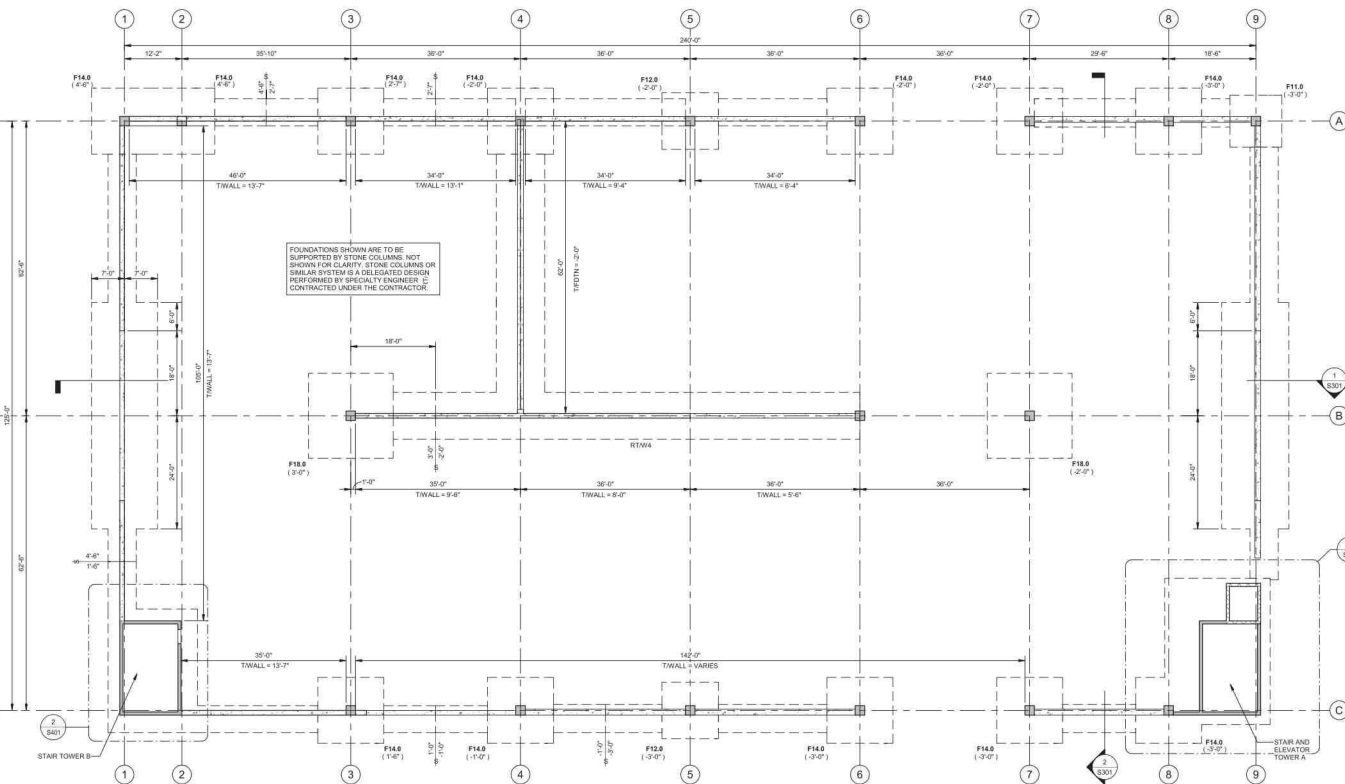
3 TYPICAL RTW DETAIL
SCALE: 3/4" = 1'-0"

- NOTES:
- COMPLY WITH SPECIFICATIONS AND STRUCTURAL GENERAL NOTES, UNLESS OTHERWISE SPECIFIED. THE FOLLOWING NOTES RELATING TO THE FOUNDATION PLAN SHALL GOVERN.
 - REFER TO PLUMBING, MECHANICAL, FIRE PROTECTION, CIVIL, AND ELECTRICAL PLANS FOR LOCATIONS AND SIZES OF OPENING THROUGH CIP CONCRETE AND PRECAST CONCRETE, AND ALL NECESSARY EMBEDDED ITEMS AS REQUIRED.
 - FOUNDATIONS SHALL BE DESIGNED ON COLUMN GRID LINES, COLUMNS, WALLS, ETC. UNLESS NOTED OTHERWISE.
 - ALL FOUNDATION WORK RELATING TO THE INSTALLATION OF REBARS, SHALL BE OBSERVED AND APPROVED BY THE ENGINEER.
 - FILL ALL CMU BELOW GRADE WITH 3,000 PSI STRENGTH GROUT.
 - WHERE SHOWN, BUT NOT SPECIFICALLY NOTED, PROVIDE STANDARD ACI 90 DEGREE OR 180 DEGREE HOOKS, AS APPLICABLE, TO REBAR.
 - FOUNDATION, WALL, AND RETAINING WALL DESIGN ARE BASED ON GEOTECHNICAL ENGINEERING INFORMATION PROVIDED BY KIMLEY-HORN IN THE REPORT DATE APRIL 21, 2016. CONTRACTOR SHALL REFER TO ALL RECOMMENDATIONS INCLUDED IN THIS REPORT AS INFORMATION ONLY.
- 7.01 COLUMN AND WALL FOUNDATION DESIGN IS BASED ON THE FOLLOWING:
- SHALLOW SPREAD FOUNDATION SYSTEM
 - ASSUMED NET ALLOWABLE BEARING PRESSURE = 8000 PSF
 - STONE COLUMNS REQUIRED PER THE GEOTECHNICAL REPORT TO IMPROVE SOIL CONDITIONS
 - MAXIMUM ALLOWABLE TOTAL SETTLEMENT OF 1"
 - MAXIMUM ALLOWABLE DIFFERENTIAL SETTLEMENT OF 1/2" OVER 80'-0"
 - COEFFICIENT OF FRICTION (SLIDING) = 0.35
- 7.02 RETAINING WALL DESIGN IS BASED ON THE FOLLOWING:
- NET ALLOWABLE BEARING PRESSURE = 8000 PSF
 - STONE COLUMNS REQUIRED PER THE GEOTECHNICAL REPORT TO IMPROVE SOIL CONDITIONS
 - SOIL DENSITY = 120 PCF
 - ACTIVE EARTH PRESSURE = 40 PSF/FT
 - PASSIVE EARTH PRESSURE = 60 PSF/FT
 - COEFFICIENT OF FRICTION (SLIDING) = 0.35
- 7.03 THE FOLLOWING REQUIREMENTS ARE ASSUMED FOR STONE COLUMN INSTALLATION:
- ROUGH GRADE PARKING DECK FOOTPRINT AND AREA BETWEEN PARKING DECK AND NORTHWEST WALL, BEHIND TOP OF WALL LINE.
 - INSTALL STONE COLUMNS AS DESIGNED BY STONE COLUMN SUBCONTRACTOR
 - EXCAVATE TO BEARING SURFACE OF SPREAD FOUNDATIONS
- 7.04 FOOTING AND SLAB SUBGRADE REQUIREMENTS:
- THE TOP 1' FOOT OF SOIL FOOTING AND SLAB SUBGRADES CONSISTING OF COMPACTED FILL, RESIDUAL SOIL, INTERMEDIATE ZONE SOIL OR BASE COURSE TYPE MATERIAL, SHALL BE COMPACTED IN PLACE TO ATTAIN AT LEAST 98% OF THE MATERIAL'S MAXIMUM DRY DENSITY IN ACCORDANCE WITH THE STANDARD PROCTOR COMPACTION TEST (ASTM D 1586) WITHIN ± 3% OF THE MATERIAL'S OPTIMUM MOISTURE CONTENT.
 - DUE TO THE HIGH FINES CONTENT OF THE ON-SITE SOILS, LANSAM SUGGEST CONSIDERATION BE GIVEN TO EITHER EXPEDITIOUSLY PLACING STEEL AND POURING CONCRETE FOR FOOTINGS THE SAME DAY EXCAVATION AND COMPACTION OCCURS, OR THE BASE OF ALL EXCAVATIONS PROTECTED WITH A MINIMUM 6-INCH THICK LAYER OF 3/4-INCH CLEAN CRUSHED STONE, OR AN MINIMUM 2-INCH THICK LEAN CONCRETE "MUD MAT" TO PROTECT AGAINST SUBGRADE DETECTION. SIMILARLY, THE SLAB SUBGRADE SHOULD BE PROTECTED SUCH THAT SUBGRADE DETECTION DOES NOT OCCUR PRIOR TO SLAB STEEL AND CONCRETE.
8. RETAINING WALL BACKFILL REQUIREMENTS:
- WALLS ACTING AS RETAINING WALLS SHALL NOT BE BACKFILLED WITHOUT ADEQUATE BRACING UNTIL WALLS HAVE REACHED 100% OF SPECIFIED CONCRETE STRENGTH AND BACKFILL IS PLACED TO TOP OF FOOTING ON THE SIDE.
 - SELECT AND PLACE POROUS BACKFILL (SDOT NO. 51) AT RETAINING WALLS CAREFULLY BY HAND OPERATED EQUIPMENT ONLY, WITHIN A DISTANCE EQUAL TO 5-FT FROM THE WALL.
 - WALLS SPECIFIED TO HAVE BACKFILL ON BOTH SIDES SHALL NOT HAVE A DIFFERENTIAL OF MORE THAN 2'-0" UNTIL THE SPECIFIED ELEVATION IS REACHED ON THE TOE SIDE.
 - PROVIDE VERTICAL FORMED CONTROL JOINTS IN THE CIP RETAINING WALLS. LOCATE CONTROL JOINTS AS FOLLOWS:
 - INTERIOR FACE OF WALLS
 - AT EACH FOOTING STEP
 - WITHIN 5' OF EACH CORNER
 - NO FURTHER THAN 15'-0" MAXIMUM ON CENTER
 - CUT EVERY OTHER HORIZONTAL BAR AT CONTROL JOINT LOCATIONS EXCEPT TOP AND BOTTOM BARS. PROVIDE A "Y" JOINT ON BOTH SIDES OF THE WALL AT EACH CONTROL JOINT LOCATION
 - WALL CONSTRUCTION JOINTS SHALL BE LOCATED AT CONTROL JOINT LOCATIONS
 - WHERE SPREAD FOOTINGS ARE INTEGRATED WITH RETAINING WALL FOOTINGS, USE THE GREATER REIN. MAT OF EITHER THE SPREAD OR THE RETAINING WALL FOOTING TOP AND BOTTOM REIN. SHALL BE CONTINUOUS ACROSS THE SPREAD FOOTING.
 - PROVIDE CLASS B LAPS FOR ALL REBAR SPLICES RELATING TO FOUNDATION WORK UNLESS NOTED OTHERWISE. REFER TO OTHER STRUCTURAL SHEETS FOR SPLICES RELATING TO OTHER STRUCTURAL DRAWINGS.
 - FOUNDATIONS ARE DESIGNED FOR A FUTURE VERTICAL EXPANSION OF (3) ADDITIONAL LEVELS.
 - FUTURE DESIGN LIVE LOAD = 40 PSF

- LEGEND:
- 24"x24" PRECAST COLUMN TYPE UNO
 - F18 DENOTES SPREAD FOUNDATION F18 AT 18'-0" TYPICAL ELEVATION. REFERENCE LEVEL IS TO NORMAL FINISHED FLOOR ELEVATION.
 - 3 DENOTES STEP IN FOUNDATION
 - DENOTES CIP WALLS
 - DENOTES PRECAST WALLS
 - DENOTES 4" PVC FOUNDATION DRAIN AND FLOW DIRECTION OF WATER
 - DENOTES CHANGE OF DIRECTION OF WATER FLOW
 - DENOTES FOUNDATION DRAIN CONNECTION TO DRAINAGE PIPE
 - RTW DENOTES RETAINING WALL MARK 1. A REFER TO DETAIL 3 / S101 B REFER TO PLAN FOR RETAINING WALL LOCATIONS

KIMLEY-HORN IS THE STRUCTURAL ENGINEER OF RECORD FOR THE PARKING STRUCTURE. THE PRECAST CONTRACTOR'S SPECIALTY STRUCTURAL ENGINEER WILL BE RESPONSIBLE FOR GRAVITY AND LATERAL DESIGN OF ALL PRECAST COMPONENTS AND CONNECTIONS, AS WELL AS THE DESIGN AND DETAILING OF ALL CHORD AND COLLECTOR DIAPHRAGM REINFORCEMENT.

THE FOUNDATIONS HAVE BEEN DESIGNED BASED ON PRELIMINARY LOADING PREPARED BY KIMLEY-HORN. FINAL LOADS SHALL BE PROVIDED TO KIMLEY-HORN BY THE PRECASTER.



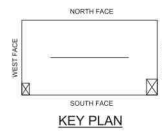
1 FOUNDATION PLAN
SCALE: 3/32" = 1'-0"

This document is an instrument of service prepared solely by Kimley-Horn and is for a particular purpose only. Other uses or reliance without notice to Kimley-Horn.

SEALS



HOLLY SPRINGS TOWN CENTER PARKING DECK



CLIENT PROJECT INFO

NO.	DATE	DRAWING ISSUE DESCRIPTION

DESIGNED BY: BMF
DRAWN BY: JTM
CHECKED BY: JPM
SCALE: AS NOTED
DATE: 08/22/22
PROJECT NO.: 013980000
FILENAME:

FOUNDATION PLAN

PROGRESS PRINT

S101

BM Agenda Item VI-G

- NOTES:

7. COMPLY WITH SPECIFICATIONS AND THE GENERAL NOTES ON SHEET 9001 TO 9004. UNLESS NOTED OTHERWISE, THE FOLLOWING NOTES RELATING TO THIS SHEET SHALL APPLY.
8. EXCEPT AS SHOWN OR OTHERWISE NOTED, ALL SLABS SHALL BE CONCRETE ON A THICK SLAB-ON-GRADE CONSTRUCTED ON A MINIMUM OF A BASE WASHED, CRUSHED-TWO (DOT# 57).
9. MINIMAL VERTICAL REINFORCEMENT TO BE USED AS FOLLOWS:
- 3.01 WEIRD UNDER PAVES: 65.00 PSI (ASTM #A18)
- 3.02 REBAR: 3.00 PER LINEAL FOOT
- 3.03 REBAR: 3.00 PER LINEAL FOOT
- 3.04 N/A IN U/L OF DRIVEWAY. CONTRACTOR HAS THE OPTION TO PROVIDE SYNTHETIC FIBER REINFORCING POLYMER FOR DRIVEWAYS. IF PROVIDED, CONTRACTOR MUST SUBMIT PROPERLY ENGINEERED DESIGN.
- SYNTHETIC TYPE REFER TO PROJECT SPECIFICATIONS FOR FIBER RATE AND DOSAGE RATE.
- CONSTRUCTION PROCEDURE FOR THE SLAB-ON-GRADE SHALL BE BASED ON LOCAL STRIP CONSTRUCTION METHOD. ALL JOINTS SHALL BE PLACED AT 10' MAXIMUM LENGTH. AS SUCH, ANY DEVIATIONS SHALL BE SUBJECT TO ENGINEERS APPROVAL. ALL CONTROL JOINTS SHALL BE SAVED IN ACCORDANCE WITH THE STRUCTURAL REQUIREMENTS.
- ANY DEVIATION FOR LOCATION OF CONSTRUCTION JOINTS IN SLAB-ON-GRADE WHAT IS SHOWN SHALL BE REVIEWED BY THE STRUCTURAL ENGINEER PRIOR TO PLACING CONCRETE.
- PRIOR TO SLAB CONSTRUCTION, THE SUBGRADE SHALL BE EVALUATED BY PROPER ROLLING AND GRADING SURVEILLANCE BY THE GEOTECHNICAL ENGINEER.
- PRIOR TO PLUMBING PLANS FOR EXACT LOCATIONS OF DRAIN DRAINS. REFER TO 17/ 8511 FOR FLOOR DRAIN DETAILS.
- PRIOR TO ARCHITECTURAL PLANS FOR ROOM WALL LOCATION.
- SLAB ON GRADE IS NOT DESIGNED AS A STRUCTURAL DIAPHRAGM.

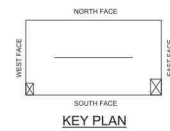
Kimley»Horn
2023, ©
817 WEST PEACHTREE STREET NW
THE BILTMORE
SUITE 601
ATLANTA, GA 30308
PHONE: 404.419.8700

This document is an instrument of service prepared solely for Kinley-Horn's client and for a particular purpose. Any other use or reliance is without liability to Kinley-Horn.

SEALS



HOLLY SPRINGS
TOWN CENTER
PARKING DECK



CLIENT PROJECT INFO

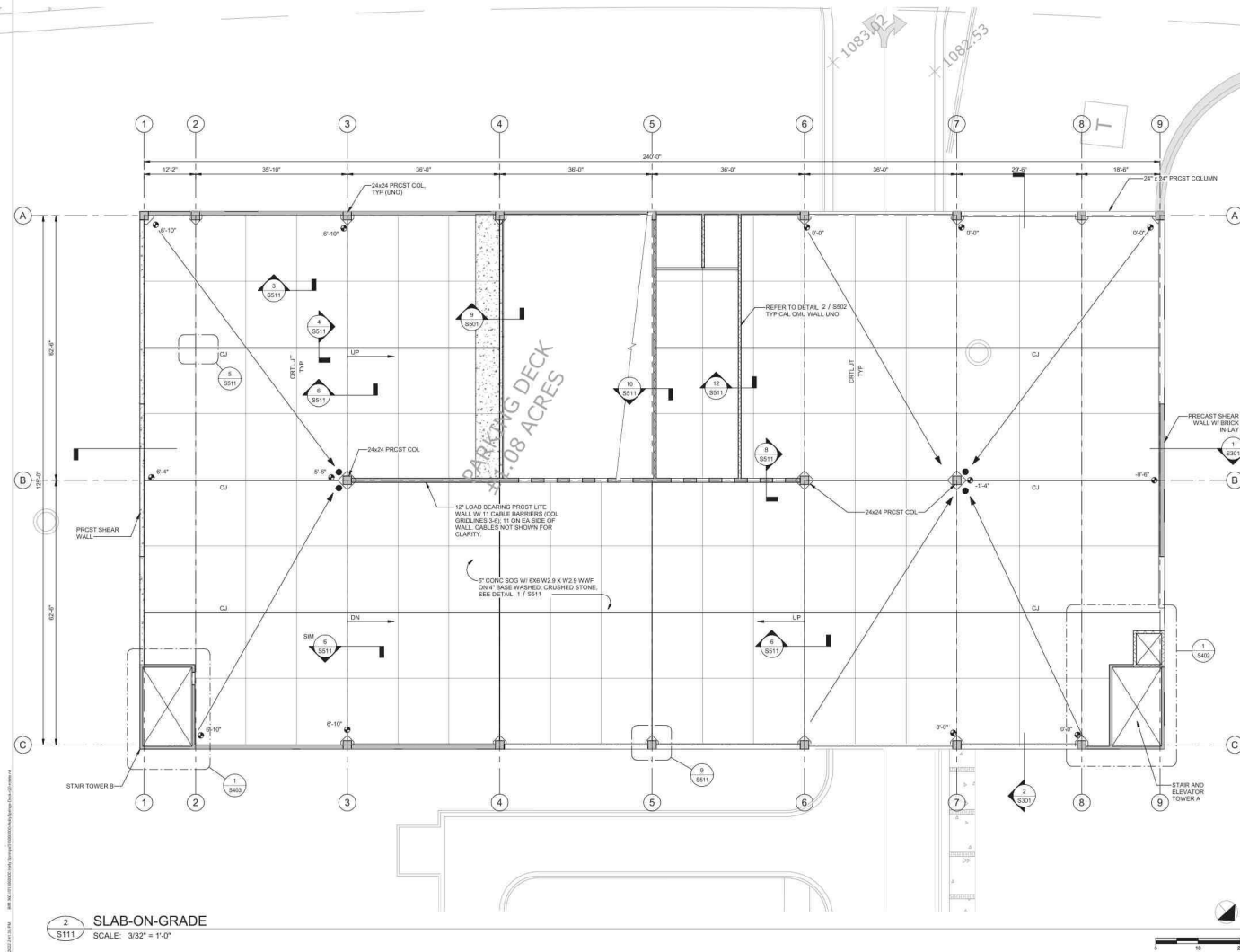
[illegible]

DESIGNED BY: Designer
DRAWN BY: Author
CHECKED BY: Checker
SCALE: AS NOTED
DATE: 06/23/22
PROJECT NO: 013960000
FILENAME:

SLAB-ON-GRADE
PLAN - LEVEL P1

PROGRESS PRINT

S111



LEGEND:

- | | | |
|----|--|---|
| 1. | | DENOTES FLOOR DRAIN, ELEVATION RELATIVE TO FFE PROVIDED IN THE LEVEL KEY FOR THIS LEVEL. |
| 2. | | DENOTES F.F.E. FLOOR ELEVATION, RELATIVE TO FFE PROVIDED IN THE LEVEL KEY FOR THIS LEVEL. |
| 3. | | 24"x24" PRECAST COLUMN TYP UNO |
| 4. | | DENOTES CP WALL |
| 5. | | DENOTES PRECAST WALL |
| 6. | | DENOTES CMU WALL |
| 7. | | DENOTES DRAINAGE SLOPE DIRECTION |

LEVEL 4 (B)
EL. 1134'-0"

LEVEL 3 (B)
EL. 1122'-0"

LEVEL 2 (B)
EL. 1110'-0"

LEVEL 1 (B)
EL. 1092'-3"

Level 4 (A)
EL. 1125'-0"

Level 3 (A)
EL. 1113'-0"

Level 2 (A)
EL. 1101'-0"

Level 1 (A)
EL. 1083'-0"

LEVEL KEY

LEVEL KEY

NOTES:

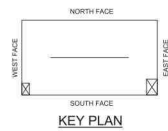
1. REFER TO ARCH PLANS FOR PRGST REVEAL SIZES, LOCATIONS, AND FINISHES.
2. REFER TO ARCH PLANS FOR BUILDING ELEVATIONS.
3. REFER TO SHEET S521 - S523 FOR TYPICAL PRGST DETAILS.
4. FOR TYPICAL SLEEVE DETAILS OF DOUBLE TEES AND INVERTED TEE GIRDERS, REFER TO PRGST DETAILS.
5. PROVIDE PIPE GUARDS FOR RISERS REFER TO SHEET 3 / S541 FOR PIPE GUARD DETAILS. REFER TO MECHANICAL DWGS FOR PIPE LOCATIONS.
6. REFER TO SHEETS S531 TO S532 FOR JOINTS AND WATERPROOFING.
7. REFER TO 2 / S523 FOR FLOOR DRAIN DETAIL.
8. SEE NOTE 8.01 ON SHEET S502 FOR TRAFFIC COATING APPLICATION.
9. SEE NOTE 8.01 ON SHEET S502 FOR SILANE SEALER APPLICATION.
10. CONTRACTOR SHALL NOTIFY ENGINEER IF DISCREPANCIES IN DRAINAGE INTENT ARE IDENTIFIED.

This document is an instrument of service prepared solely for the client and is not to be used for any other purpose without the written consent of Kimley-Horn.

SEALS



**HOLLY SPRINGS
TOWN CENTER
PARKING DECK**



CLIENT PROJECT INFO

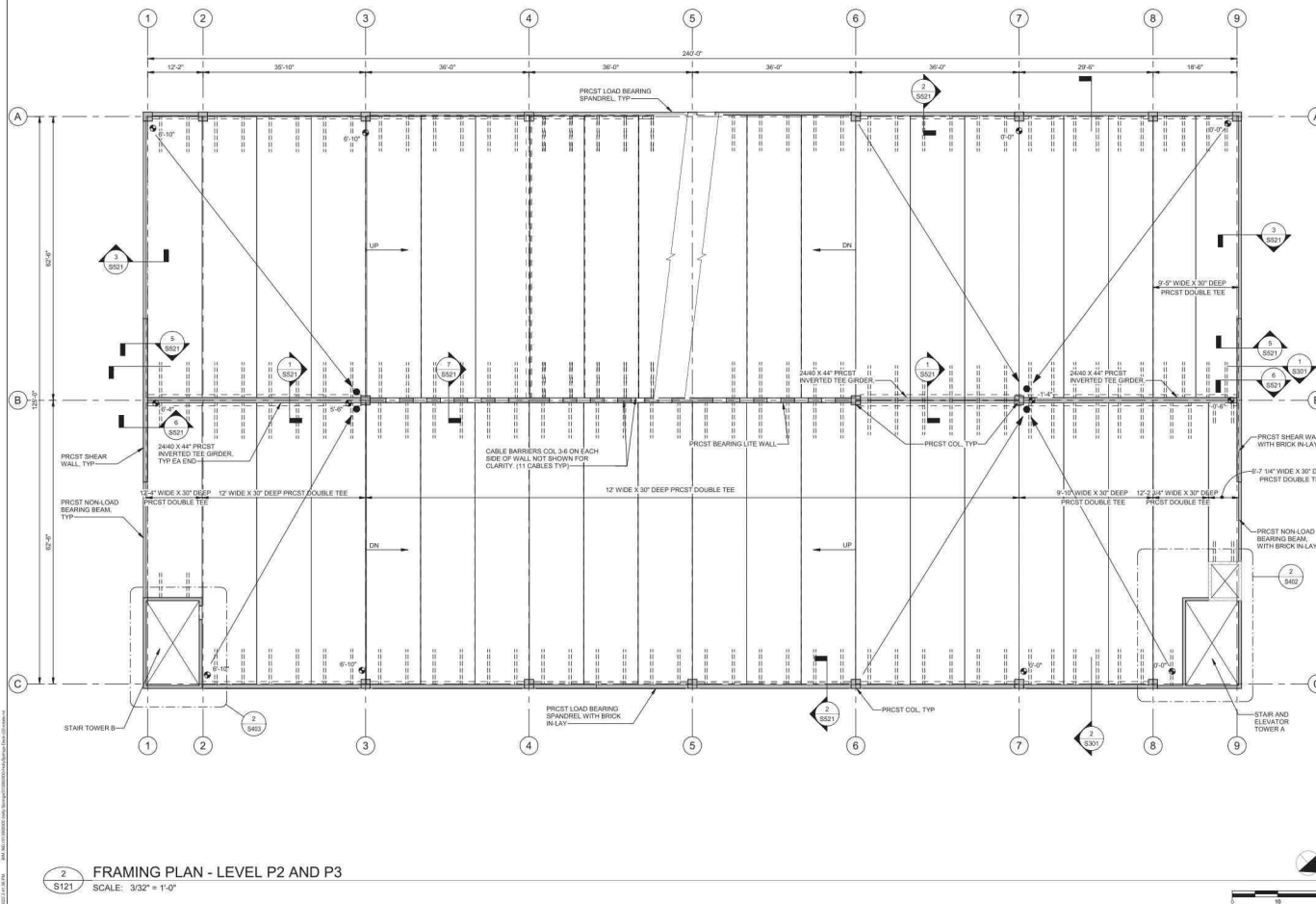
NO.	DATE	DRAWING ISSUE DESCRIPTION

DESIGNED BY: BMF
DRAWN BY: JTM
CHECKED BY: JTM
SCALE: AS NOTED
DATE: 09/22/22
PROJECT NO.: 013880002
FILENAME:

**FRAMING PLAN -
LEVEL P2 AND P3**

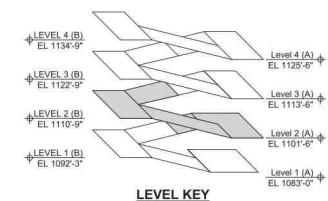
PROGRESS PRINT

S121

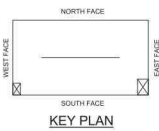


- LEGEND:**
1. 1'-4" = DENOTES FLOOR DRAIN ELEVATION RELATIVE TO FIVE PROVIDED IN THE LEVEL KEY FOR THIS LEVEL.
 2. 9'-0" = DENOTES 1/2" FLOOR ELEVATION, RELATIVE TO FIVE PROVIDED IN THE LEVEL KEY FOR THIS LEVEL.
 3. = PRECAST COLUMN, WALL OR SPANDREL
 4. = DENOTES CMU WALL
 5. = CP CONC WASH
 6. = FIELD TOPPED DBL TEE AT LEVELS 1 THROUGH 3 ONLY
 7. = DENOTES DRAINAGE SLOPE DIRECTION

KIMLEY-HORN IS THE STRUCTURAL ENGINEER OF RECORD FOR THE PARKING STRUCTURE. THE PRECAST CONTRACTOR'S SPECIALTY STRUCTURAL ENGINEER WILL BE RESPONSIBLE FOR GRAVITY AND LATERAL DESIGN OF ALL PRECAST COMPONENTS AND CONNECTIONS, AS WELL AS THE DESIGN AND DETAILING OF ALL CHORD AND COLLECTOR DIAPHRAGM REINFORCEMENT.



SEALS



CLIENT PROJECT INFO

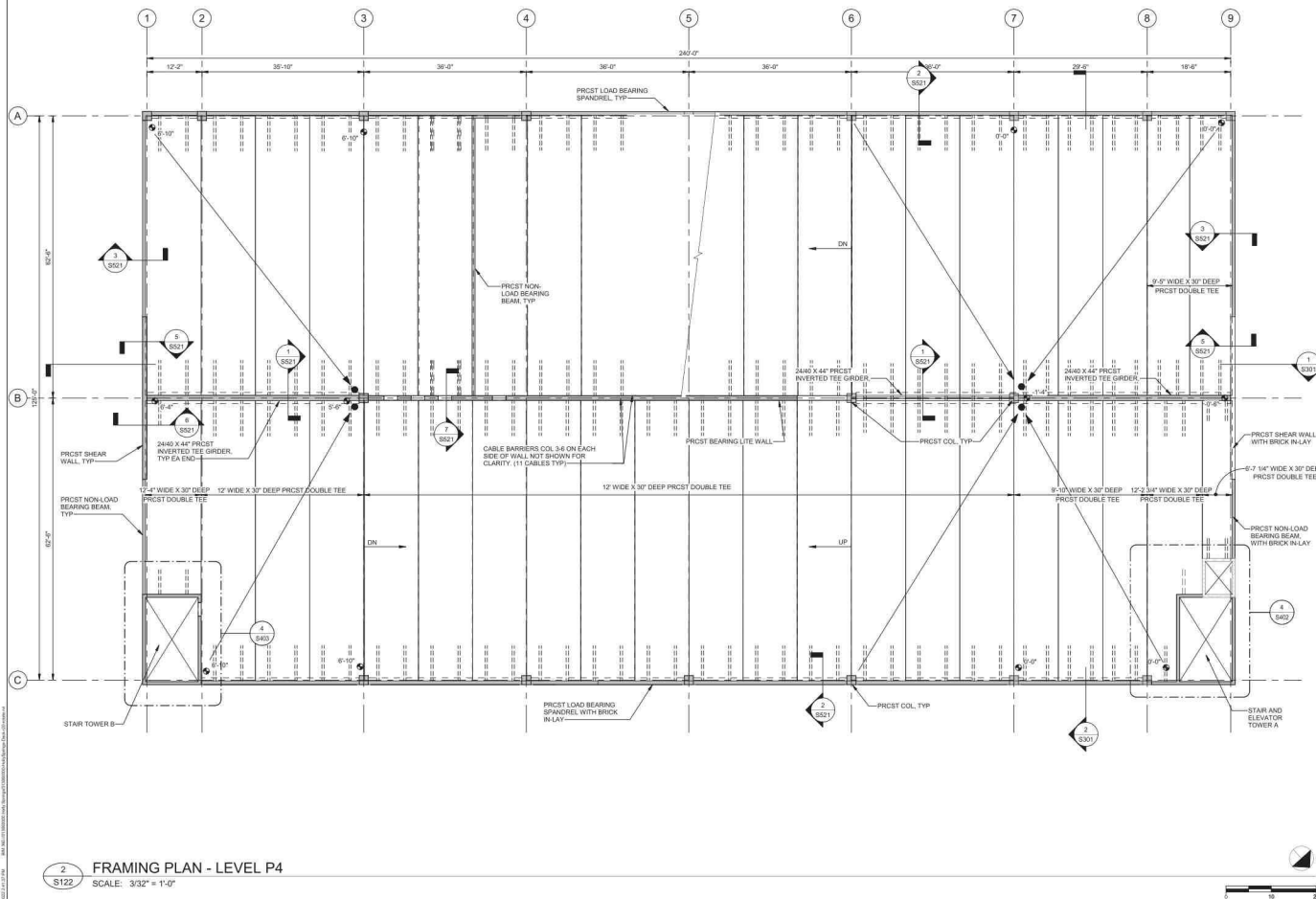
[illegible]

DESIGNED BY: BMF
DRAWN BY: JTM
CHECKED BY: JRM
SCALE: AS NOTED
DATE: 06/22/22
PROJECT NO: 013960000
FILENAME:

FRAMING PLAN -
LEVEL P4

PROGRESS PRINT

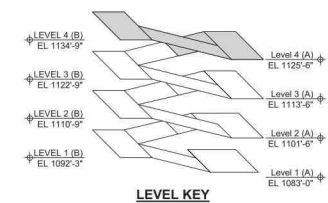
S122



LEGEND:

1.  ⇒ DENOTES FLOOR DRAIN ELEVATION RELATIVE TO FFE PROVIDED IN THE LEVEL KEY FOR THIS LEVEL.
2.  ⇒ DENOTES T.O.G. FLOOR ELEVATION, RELATIVE TO FFE PROVIDED IN THE LEVEL KEY FOR THIS LEVEL.
3.  ⇒ PRECAST COLUMN, WALL OR SPANDREL.
4.  ⇒ DENOTES CMU WALL.
5.  ⇒ GP CONC WASH.
6.  ⇒ FIELD TOPPED DBL. TEE AT LEVELS 1 THROUGH 3 ONLY.
7.  ⇒ DENOTES DRAINAGE SLOPE DIRECTION.

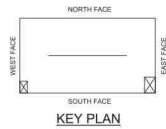
KIMLEY-HORN IS THE STRUCTURAL ENGINEER OF RECORD FOR THE PARKING STRUCTURE. THE PRECAST CONTRACTOR'S SPECIALTY STRUCTURAL ENGINEER WILL BE RESPONSIBLE FOR GRAVITY AND LATERAL DESIGN OF ALL PRECAST COMPONENTS AND CONNECTIONS, AS WELL AS THE DESIGN AND DETAILING OF ALL CHORD AND COLLECTOR DIAPHRAGM REINFORCEMENT.



SEALS



**HOLLY SPRINGS
TOWN CENTER
PARKING DECK**



CLIENT PROJECT INFO

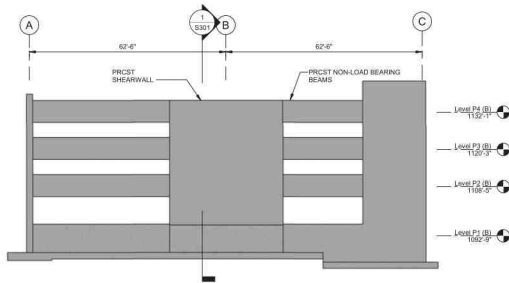
NO.	DATE	DRAWING ISSUE DESCRIPTION

DESIGNED BY: BMF
DRAWN BY: JTM
CHECKED BY: JNS
SCALE: AS NOTED
DATE: 09/22/22
PROJECT NO.: 013900020
FILENAME:

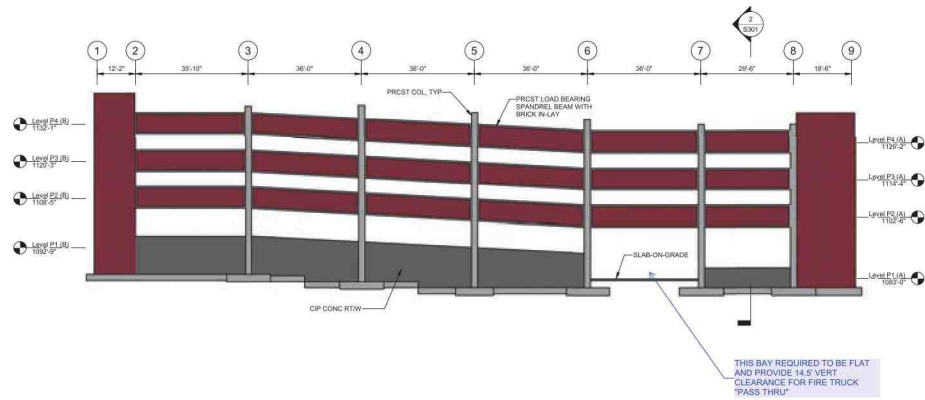
**STRUCTURAL
ELEVATIONS**

PROGRESS PRINT

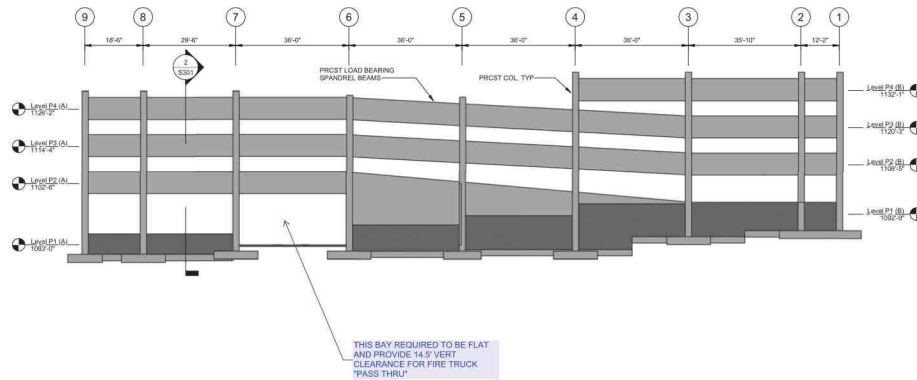
S201



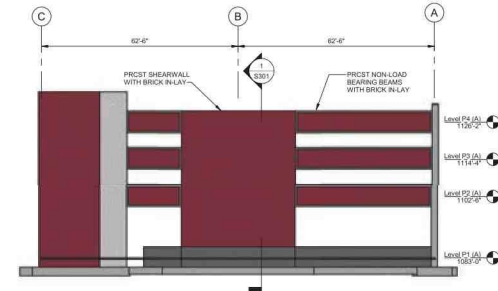
4 WEST STRUCTURAL ELEVATION
SCALE: 1/16" = 1'-0"



3 SOUTH STRUCTURAL ELEVATION
SCALE: 1/16" = 1'-0"

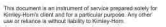


1 NORTH STRUCTURAL ELEVATION
SCALE: 1/16" = 1'-0"



2 EAST STRUCTURAL ELEVATION
SCALE: 1/16" = 1'-0"

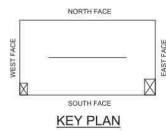
Kimley»Horn
2023, ©
817 WEST PEACHTREE STREET NW
THE BILTMORE
SUITE 601
ATLANTA, GA 30308
PHONE: 404.419.8700



SEALS



HOLLY SPRINGS
TOWN CENTER
PARKING DECK



CLIENT PROJECT INFO

[illegible]

DESIGNED BY: BMF
DRAWN BY: JTM
CHECKED BY: JRM
SCALE: AS NOTED
DATE: 09/22/22
PROJECT NO: 013990000
FILENAME:

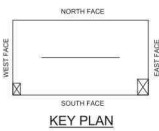
STRUCTURAL SECTIONS

PROGRESS PRINT

S301



HOLLY SPRINGS
TOWN CENTER
PARKING DECK



CLIENT PROJECT INFO

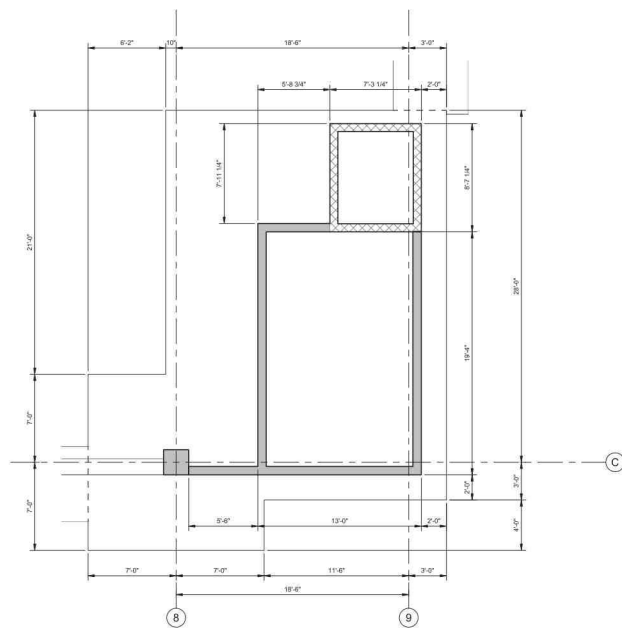
[illegible]

DESIGNED BY: Designer
DRAWN BY: Author
CHECKED BY: Checker
SCALE: AS NOTED
DATE: 09/22/22
PROJECT NO: 013990000
FILENAME:

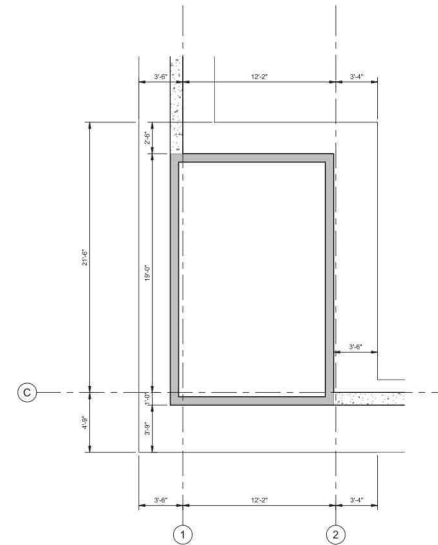
ENLARGED STAIR
FOUNDATION
PLANS

PROGRESS PRINT

S401

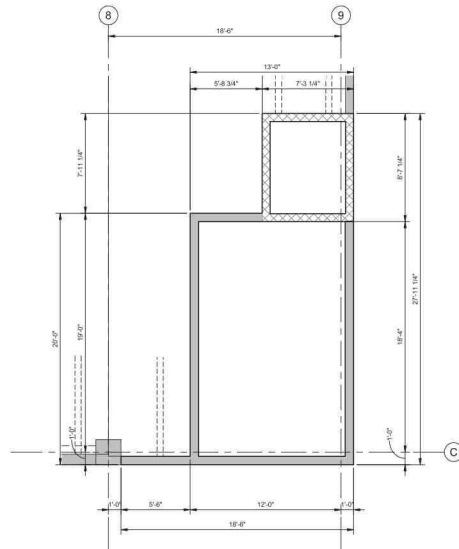


1 STAIR A ENLARGED FOUNDATION PLAN
S401 SCALE: 1/4" = 1'-0"



2 STAIR B ENLARGED FOUNDATION PLAN
S401 SCALE: 1/4" = 1'-0"

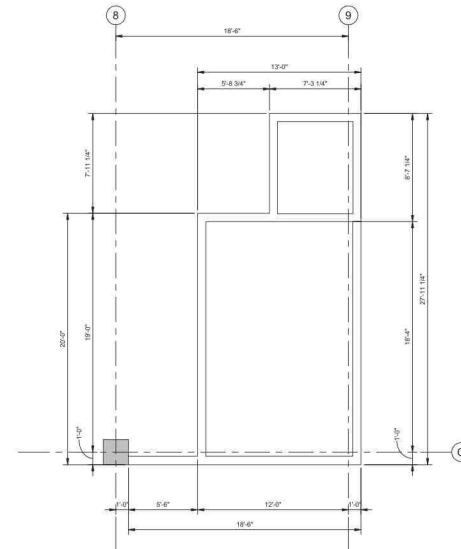
BM Agenda Item VI-G



3
S402

ENLARGE TOWER A -LVL 4

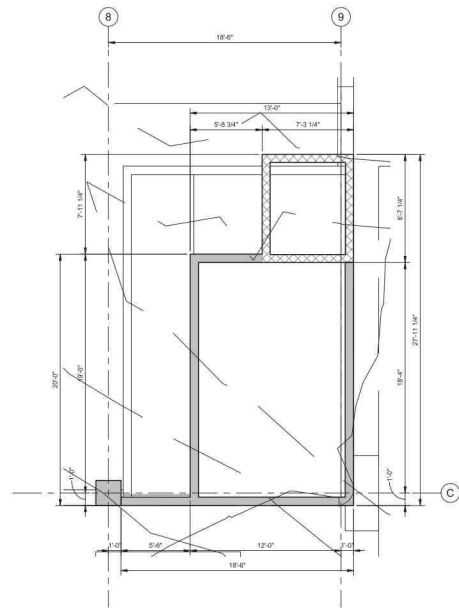
SCALE: 1/4" = 1'-0"



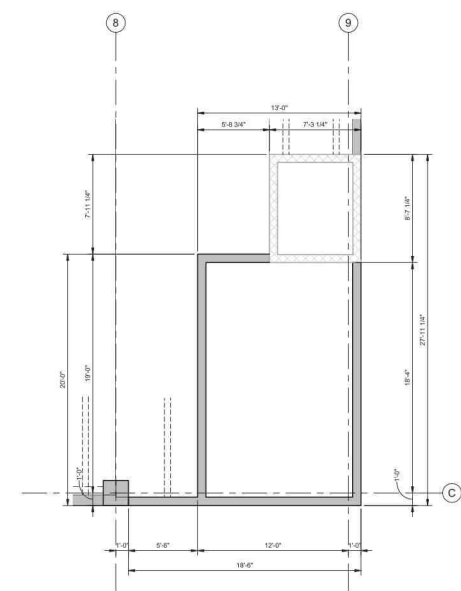
4
S402

ENLARGE TOWER A - ROOF

SCALE: 1/4" = 1'-0"



1 ENLARGE TOWER A - LVL 1
S402 SCALE: 1/4" = 1'-0"



2 ENLARGE TOWER A - TYP LEVEL
S402 SCALE: 1/4" = 1'-0"

LEGEND:

1.  = PRECAST COLUMN, WALL OR SPANDREL
2.  = DENOTES CMU WALL
3.  0'-0" = DENOTES T.O. FLOOR ELEVATION RELATIVE TO LEVEL

Kimley»Horn

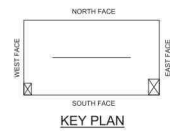
2023, ©
817 WEST PEACHTREE STREET NW
THE BILTMORE
SUITE 601
ATLANTA, GA 30308
PHONE: 404.419.8700

This document is an instrument of service prepared solely for Kinley-Horn's client and for a particular purpose. Any other use or reliance is without liability to Kinley-Horn.

SEALS



HOLLY SPRINGS
TOWN CENTER
PARKING DECK



CLIENT PROJECT INFO

[illegible]

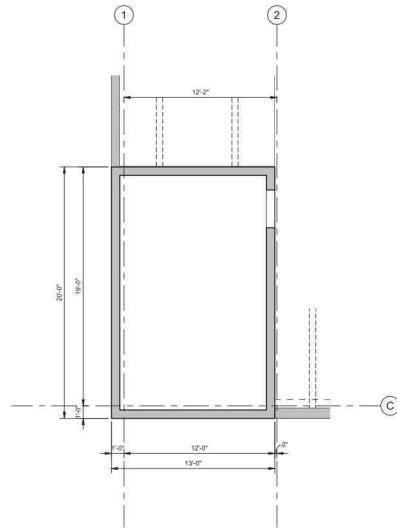
DESIGNED BY: Designer
DRAWN BY: Author
CHECKED BY: Checker
SCALE: AS NOTED
DATE: 09/22/22
PROJECT NO: 013990000
FILENAME:

ENLARGED STAIR A PLANS

PROGRESS PRINT

S402

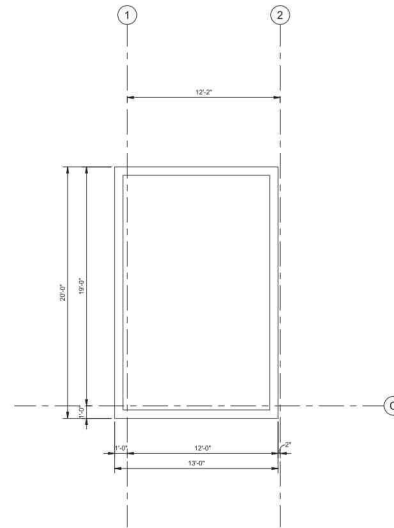
BM Agenda Item VI-G



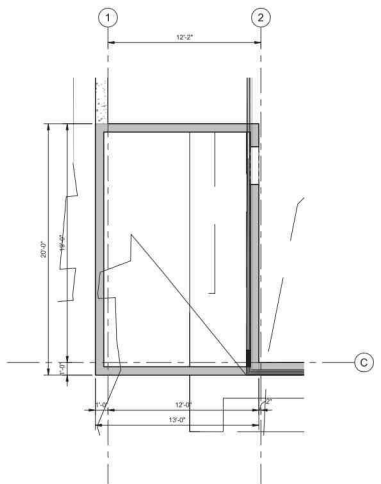
3
S403

ENLARGE TOWER B - LVL 4

SCALE: 1/4" = 1'-0"



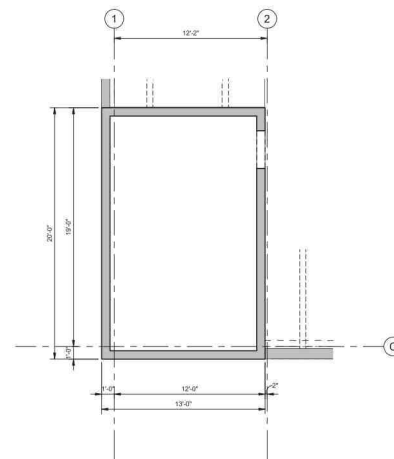
4 ENLARGE TOWER B - ROOF
S403 SCALE: 1/4" = 1'-0"



1
S403

ENLARGE TOWER B - LVL 1

SCALE: 1/4" = 1'-0"



2 ENLARGE TOWER B - TYP LEVEL
S403 SCALE: 1/4" = 1'-0"

LEGEND:

1.  = PRECAST COLUMN, WALL OR SPANDREL
2.  = DENOTES CMU WALL
3.  0'-0" = DENOTES T.O. FLOOR ELEVATION RELATIVE TO LEVEL

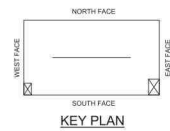
Kimley»Horn
2023 ©
817 WEST PEACHTREE STREET NW
THE BILTMORE
SUITE 601
ATLANTA, GA 30308
PHONE: 404.419.8700

This document is an instrument of service prepared solely for Kinsey-Horn's client and for a particular purpose. Any other use or reliance is without liability to Kinsey-Horn.

SEALS



HOLLY SPRINGS
TOWN CENTER
PARKING DECK



CLIENT PROJECT INFO

[illegible]

DESIGNED BY: Designer
DRAWN BY: Author
CHECKED BY: Checker
SCALE: AS NOTED
DATE: 09/22/22
PROJECT NO: 013990000
FILENAME:

ENLARGED STAIR
B PLANS

PROGRESS PRINT

S403

[illegible]

9
S501

SOG PRECAST RAMP TRANSITION (RTW1)
SCALE: 3/4" = 1'-0"



10
S501

END OF SHEARWALL TO FOUNDATION
SCALE: 3/4" = 1'-0"



10
S501

END OF SHEARWALL TO FOUNDATION
SCALE: 3/4" = 1'-0"



6 WALL PANEL TO FOOTING
S501 SCALE: 3/4" = 1'-0"



12 RETAINING WALL PENETRATION DETAIL
S501 SCALE: 3/4" = 1'-0"



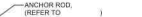
8 SHEARWALL TO FOUNDATION
S501 SCALE: 3/4" = 1'-0"



3
S501

TYP PIPE UNDER FOOTING

SCALE: 3/4" = 1'-0"

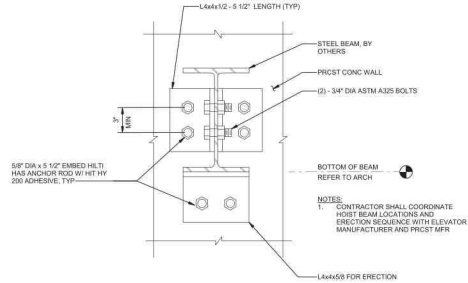


4
S501

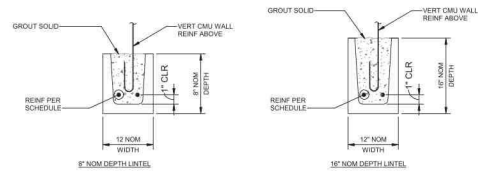
TYPICAL BASE PLATE SECTION

SCALE: 3" = 1'-0"

7 CMU CONT
S502 SCALE: 3" = 1'-0"



8
S502

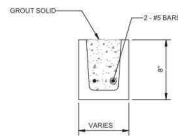


CMU MASONRY LINTEL SCHEDULE			
(INTERIOR & EXTERIOR WALLS)			
CLEAR OPENING WIDTH W	BOND BEAM / LINTEL DEPTH	REINFORCING	MVN BEARING
$W \leq 6' - 0"$	8"	2-#5	8"
$6' - 0" < W \leq 8' - 0"$	10"	2-#5	8"
$8' - 0" < W \leq 10' - 0"$	16"	2-#5	16"
$10' - 0" < W \leq 12' - 0"$	16"	2-#5	16"

NOTES:

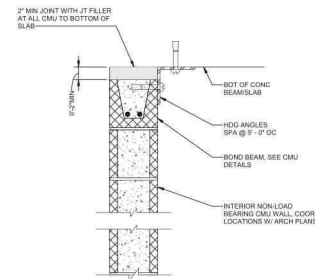
1. EXTEND REINFORCING TO END OF BEARING AT EACH SIDE OF OPENING.
2. FILL ALL CELLS UNDER BEARING WITH GROUT AND (2) #8 VERT BARS CONT TO FDN, LOCATED DIRECTLY BELOW BEARING AT EACH SIDE OF LINTEL.
3. LINTELS SHALL BE SHORED UNTIL GROUT REACHES DESIGN COMPRESSIVE STRENGTH.
4. LINTEL SPANS BEYOND THE MAXIMUM INDICATED IN THE SCHEDULE REQUIRES SPECIAL DESIGN.

4 CMU MASO
S502 SCALE: 1" = 1'-0"

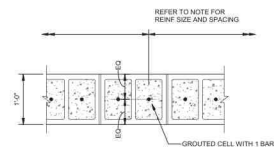


NOTES:
1. PROVIDE BOND BEAM AT THE TOP OF ALL WALL ELEVATIONS

5
S502



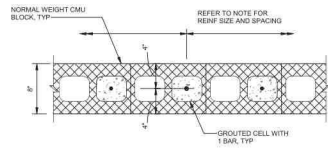
6 TOP OF CMU
S502 SCALE: 1 1/2" = 1'-0"



NOTES:

1. UNLESS NOTED OTHERWISE ON THE DRAWINGS, REINFORCE ALL CMU VEHICULAR BARRIER WALLS WITH (1) #5 BAR @ 8" O.C. FULLY GROUT ALL CELLS.
2. VERTICAL BARS ARE TO EXTEND A MINIMUM OF 9" IN TO THE BOND BEAM AT THE TOP OF WALL. BOND BEAMS SHALL BE REINFORCED WITH (2) #5 BARS CONTINUOUS ALONG BEAM.
3. CMU BARRIER WALLS SHALL BE FULLY GROUTED FROM TOP OF WALL TO TOP OF CIP CONCRETE.
4. CMU BARRIER WALL VERTICAL REINFORCEMENT TO BE FULLY DEVELOPED IN CIP CONCRETE BELOW.

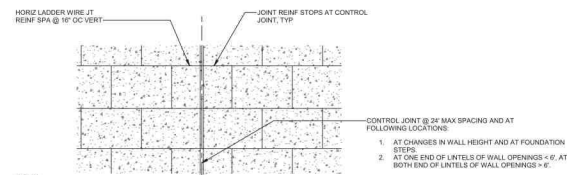
1 CMU TRAF
S502 SCALE: 1" = 1'-0"



NOTES:

1. UNLESS NOTED OTHERWISE ON THE DRAWINGS, REINFORCE ALL CMU WALLS WITH (1) #5 BAR @ 16" OC. FULLY GROUT ALL CELLS WITH REINFORCING.
2. VERTICAL BARS ALL TO EXTEND A MINIMUM OF 10" INTO THE BOND BEAM AT THE TOP OF WALL. BOND BEAMS SHALL BE REINFORCED WITH CONTINUOUS BARS ALONG BEAM PER TYPICAL DETAIL.
3. ALL CMU BELOW GRADE SHALL BE FULLY GROUTED TO TOP OF SLAB.
4. PROVIDE AN OPEN BOTTOM BOND BEAM REIN WITH (2) #5 CONT BARS AT THE FOLLOWING LOCATIONS:
 - a. AT THE TOP OF ALL WALL ELEVATIONS.
 - b. AT ALL JOIST AND FRAMING BEARING ELEVATIONS.
 - c. VERTICALLY SPACED BETWEEN LATERAL SUPPORTS OR AT 16'-0" OC MAXIMUM VERTICALLY, IF THE DISTANCE BETWEEN LATERAL SUPPORTS EXCEEDS 16'-0".

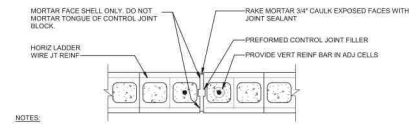
2
S502



NOTES:

1. CONTROL JOINTS MAY BE OFFSET A MAXIMUM DISTANCE OF 8". CROSS WIRES WITHIN THIS OFFSET SHALL BE CUT.

ELEVATION



NOTES:

1. WIDE FLANGED PREFORMED CONTROL JOINT FILLER MAY BE USED IN LIEU OF DETAIL SHOWN.

PLAN

3 CMU WALL
S502 SCALE: 1" = 1'-0"



SCALE: 1" = 1'-0"



SCALE: 3/4" = 1'-0"



SCALE: $3/4" = 1'-0"$



SCALE: 1" = 1'-0"



SCALE: 3/8" = 1'-0"



CORNER



SCALE: 1" = 1'-0"



SCALE: 1 1/2" = 1'-0"



SCALE: $3/4" = 1'-0"$



SCALE: 3/4" = 1'-0"



SCALE: 1" = 1'-0"



SCALE: 1" = 1'-0"



SCALE: 1" = 1'-0"

3/8" Ø x 2'-0"
DOWEL IN D



PAINT FACE OF JOINT WITH BOND BREAKING
COMPOUND PRIOR TO 2ND POUR.



SCALE: 1" = 1'-0"

Kimley»Horn
2023, ©
817 WEST PEACHTREE STREET NW
THE BILTMORE
SUITE 601
ATLANTA, GA 30308
PHONE: 404.419.8700

This document is an instrument of service prepared solely for Kinley-Horn's client and for a particular purpose. Any other use or reliance is without liability to Kinley-Horn.



SEALS



HOLLY SPRINGS
TOWN CENTER
PARKING DECK

CLIENT PROJECT INFO

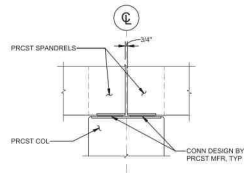
[illegible]

DESIGNED BY: BMF
DRAWN BY: JTM
CHECKED BY: JRM
SCALE:
DATE: 09/22/22
PROJECT NO: 013990000
FILENAME:

PRECAST FRAMING DETAILS

PROGRESS PRINT

S521

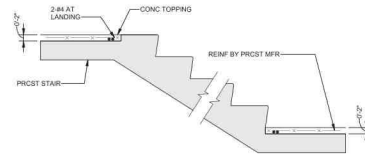


EXTERIOR ELEVATION

9
S522

SPANDREL TO COLUMN BEARING DETAIL

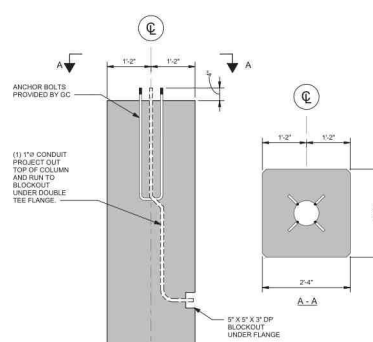
SCALE: 3/4" = 1'-0"



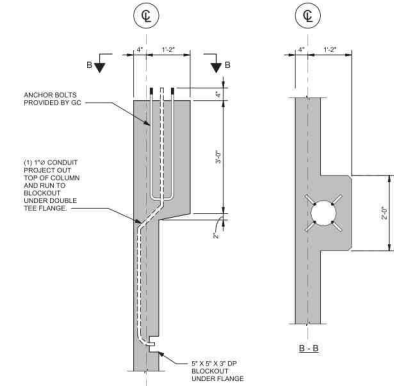
10
S522

PRCST STAIR DETAIL

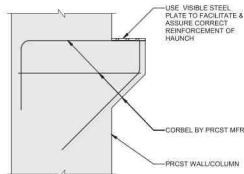
SCALE: 3/4" = 1'-0"



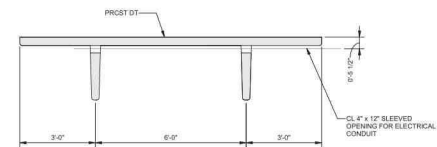
11 TYPICAL LIGHTPOLE DETAIL
S522 SCALE: 3/4" = 1'-0"



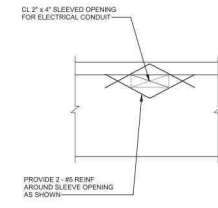
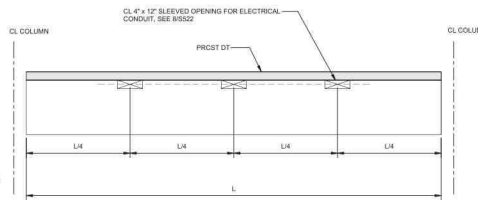
TYPICAL LIGHTPOLE BASE AT LITEWALL



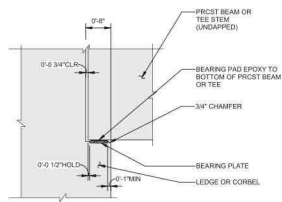
6 PRECAST CORBEL DETAIL
S522 SCALE: 1/2" = 1'-0"



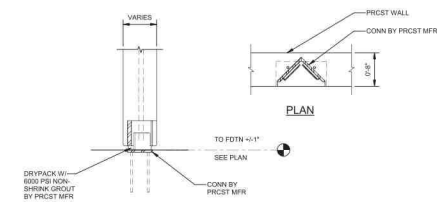
7 CONDUIT DETAIL THRU DOUBLE TEE
S522 SCALE: 1/2" = 1'-0"



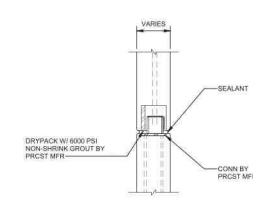
8 DOUBLE TEE OPENING
S522 SCALE: 3/4" = 1'-0"



1 TEE BEARING DETAIL
S522 SCALE: 3/4" = 1'-0"



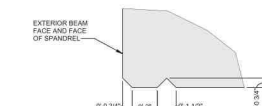
2 WALL BASE DETAIL
S522 SCALE: 1" = 1'-0"



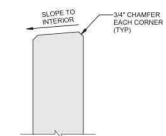
3
S522

WALL SPLICE DETAIL

SCALE: 1" = 1'-0"



4 DRIP GROOVE DETAIL
S522 SCALE: 3" = 1'-0"



5 TYPICAL TOP OF SPANDREL
S522 SCALE: 1 1/2" = 1'-0"

SEALS



HOLLY SPRINGS
TOWN CENTER
PARKING DECK

CLIENT PROJECT INFO

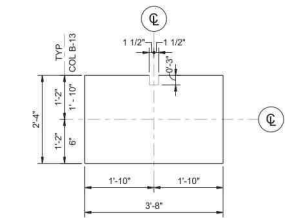
[illegible]

DESIGNED BY: BMF
DRAWN BY: JTM
CHECKED BY: JRM
SCALE:
DATE: 09/22/22
PROJECT NO: 013990000
FILENAME:

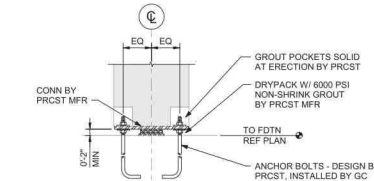
PRECAST FRAMING DETAILS

PROGRESS PRINT

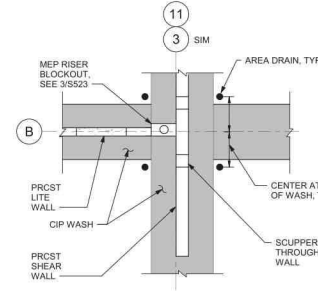
S522



9 28" x 44" PRECAST COLUMN
S523 SCALE: NTS



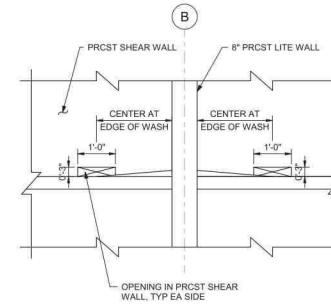
PRCST COLUMN BASE SECTION DETAIL



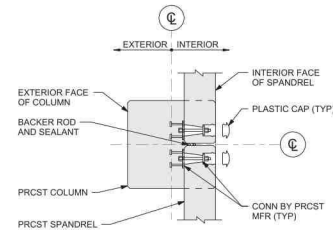
PLAN VIEW

WALL DRAIN SCUPPERS

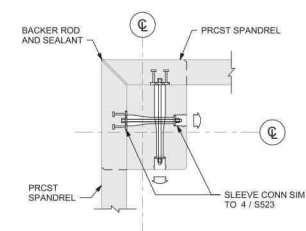
SCALE: NTS



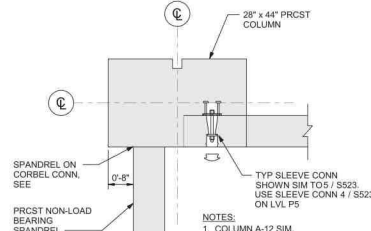
ELEVATION VIEW OF SHEAR WALL



5 INTERIOR SUPPORTED SPANDREL TO COLUMN DETAIL
S523 SCALE: NTS



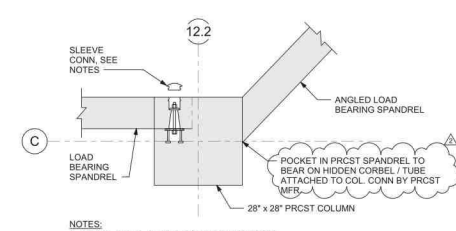
6 TYPICAL CORNER COLUMN DETAIL
5523 SCALE: NTS



7
S523

COLUMN A1 SPANDREL CONNECTION

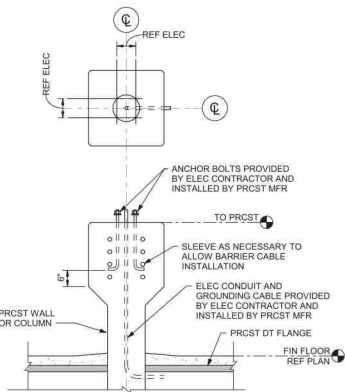
SCALE: NTS



8
S523

COLUMNS C-12.2 & B.7-13 SPANDREL CONNECTION

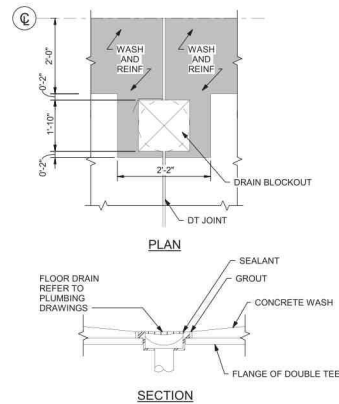
SCALE: NTS



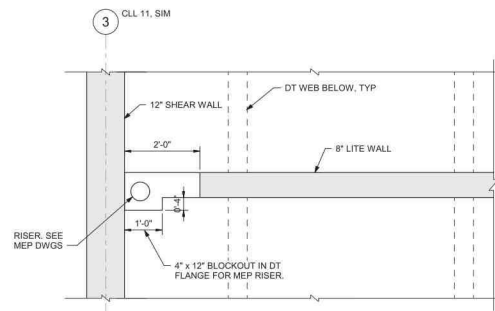
1
S523

LIGHT POLE CONNECTION

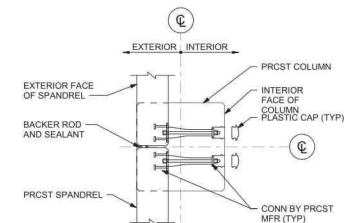
SCALE: NTS



2 FLOOR DRAIN DETAIL - ELEVATED
S523 SCALE: NTS



3 MEP RISER BLOCKOUT
S523 SCALE: NTS



4
S523

EXTERIOR SUPPORTED SPANDREL TO COLUMN DETAIL
SCALE: NTS



HOLLY SPRINGS
TOWN CENTER
PARKING DECK

[illegible]

DESIGNED BY: MSS
DRAWN BY: PCM
CHECKED BY: APC
SCALE:
DATE: 09/22/22
PROJECT NO: 013990000
FILENAME:

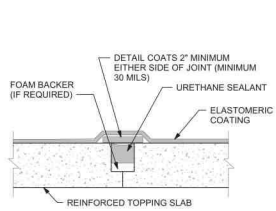
PRECAST FRAMING DETAILS

PROGRESS PRINT

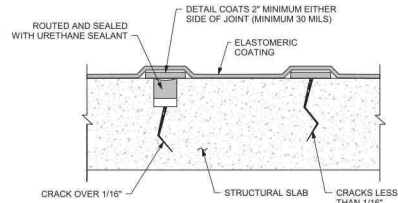
S523



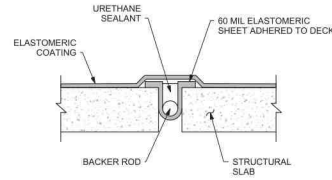
0000-0001-1000-0000 benjamin@math.berkeley.edu <https://www.math.berkeley.edu/~benjamin/>



13 COATING @ CONTROL JOINT
S532 SCALE: NTS



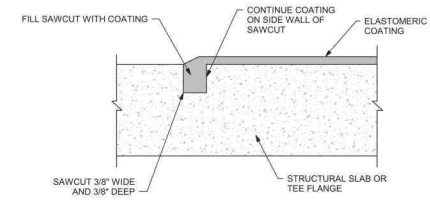
14 COATING CRACK DETAIL
S532 SCALE: NTS



15
S532

COATING DETAIL AT OPEN JOINT

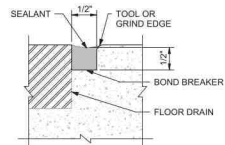
SCALE: NTS



16
S532

FREE EDGE COATING TERMINATION

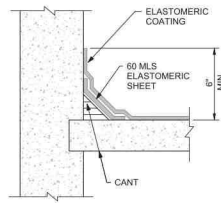
SCALE: NTS



9
S532

SEALANT DETAIL @ DRAIN

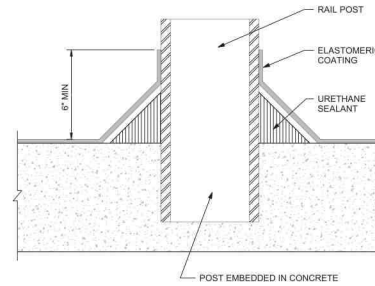
SCALE: NTS



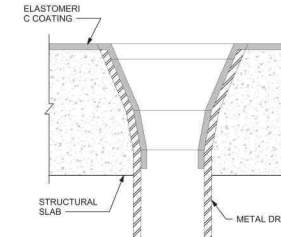
10
S532

TYPICAL DECK FLASHING

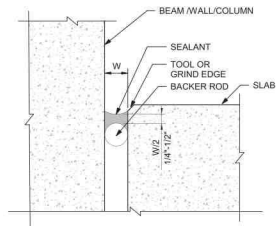
SCALE: NTS



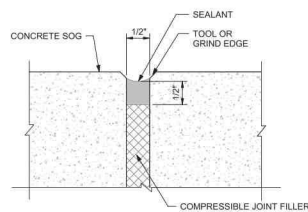
11 VERITICAL PROJECTION
S532 SCALE: NTS



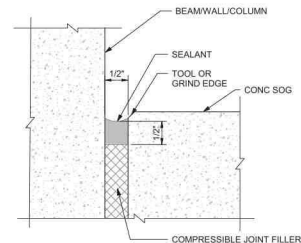
12 DRAIN DETAIL
S532 SCALE: NTS



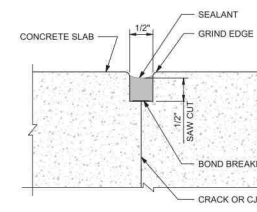
5 SEALANT DETAIL - OPEN JOINT 2
S532 SCALE: NTS



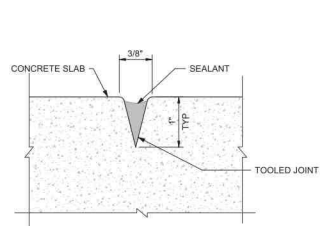
6 SEALANT DETAIL - SOG 1
S532 SCALE: NTS



7 SEALANT DETAIL - SOG 2
S532 SCALE: NTS



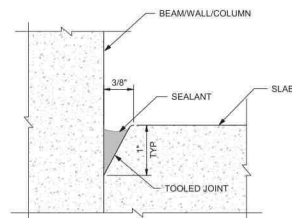
8 SEALANT DETAIL @ SAWED CONTROL JOINT
S532 SCALE: NTS



1
S532

SEALANT DETAIL - TOOLED CONTROL JOINT

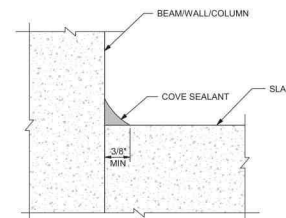
SCALE: NTS



2
S532

SEALANT DETAIL - EDGE

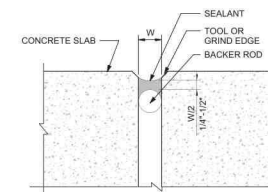
SCALE: NTS



3
S532

SEALANT DETAIL - COVE

SCALE: NTS



4 SEALANT DETAIL - OPEN JOINT 1
S532 SCALE: NTS



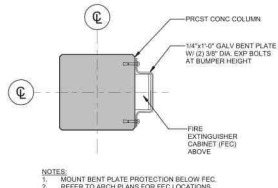
HOLLY SPRINGS
TOWN CENTER
PARKING DECK

[illegible]

WATERPROOFING AND SEALANT DETAILS

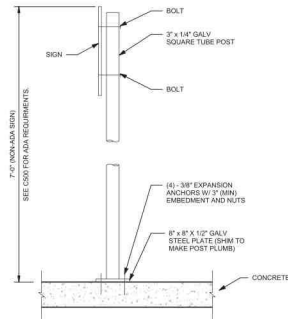
PROGRESS PRINT

S532

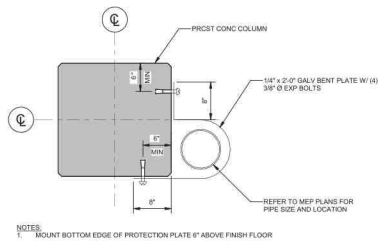


5
S541

FEC PROTECTION AT COLUMNS
SCALE: 1" = 1'-0"



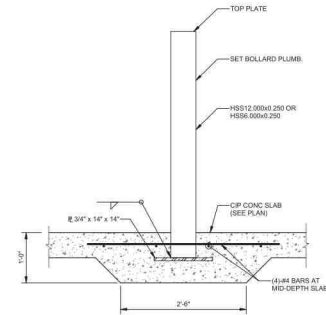
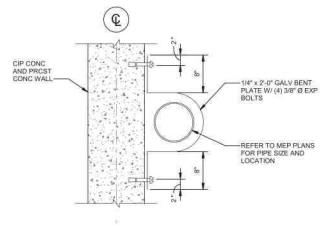
6 POST MOUNTED SIGN
S541 SCALE: 1" = 1'-0"



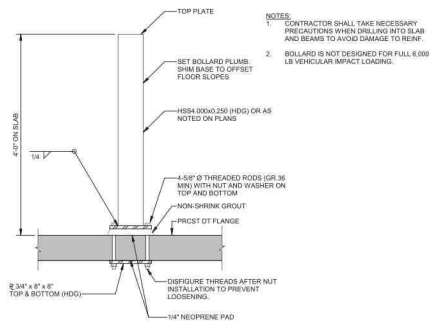
3
S541

PIPE PROTECTION

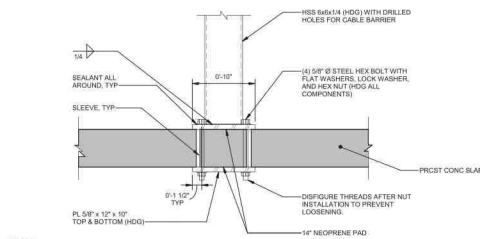
SCALE: 1 1/2" = 1'-0"



4 BOLLARD CONNECTION DETAIL - SLAB-ON-GRADE MOUNT
S541 SCALE: 1" = 1'-0"



1 BOLLARD CONNECTION DETAIL - DT MOUNT
S541 SCALE: 1" = 1'-0"



2 CABLE BARRIER POST CONNECTION DETAIL
S541 SCALE: 1 1/2" = 1'-0"



HOLLY SPRINGS
TOWN CENTER
PARKING DECK

CLIENT PROJECT INFO		
NO.	DATE	DRAWING ISSUE DESCRIPTION

DESIGNED BY: SAM
 DRAWN BY: JTM
 CHECKED BY: JRM
 SCALE:
 DATE: 08/22/22
 PROJECT NO. 013990000
 FILENAME:

MISCELLANEOUS DETAILS

PROGRESS PRINT

S541

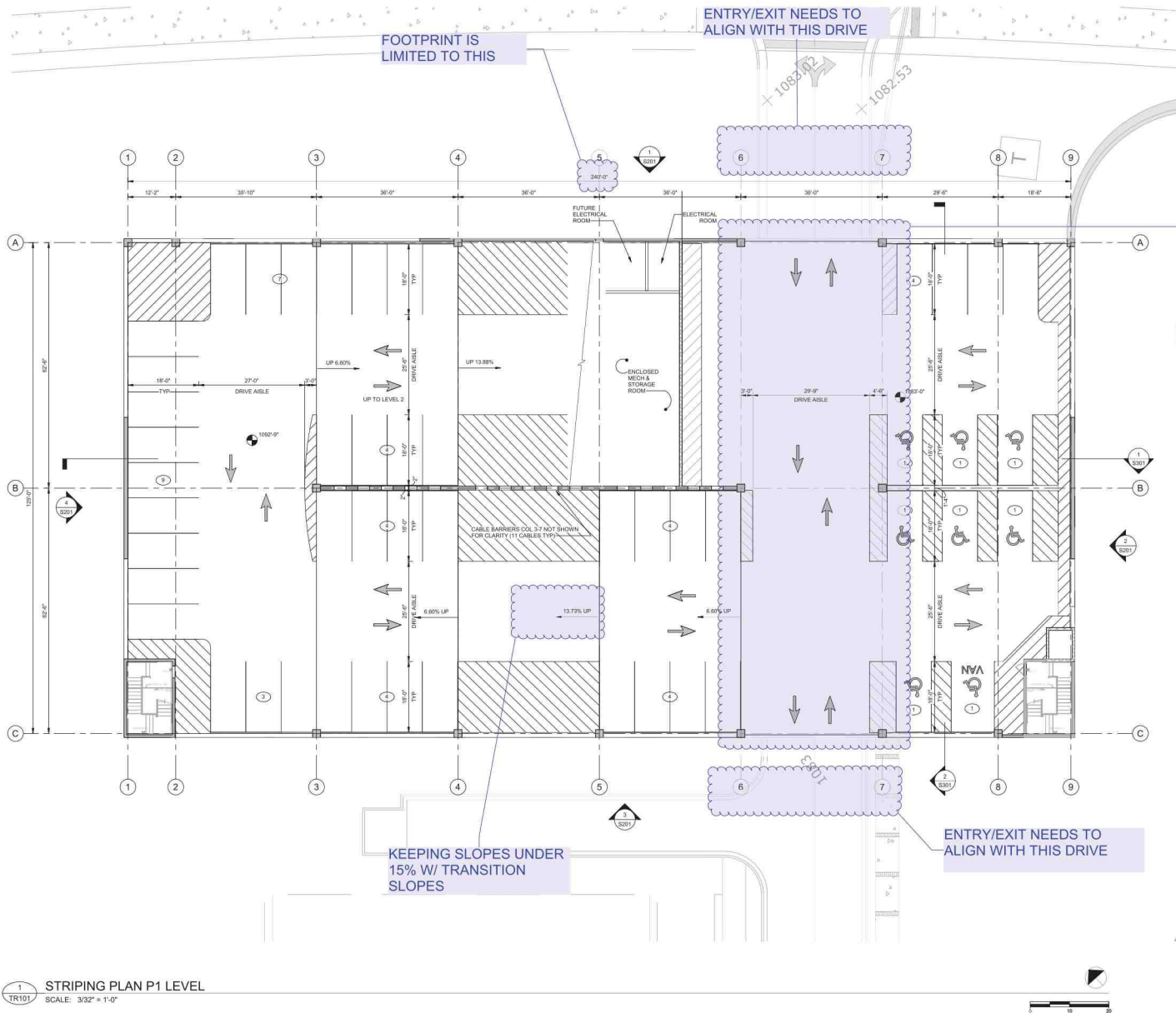
SEALS

[illegible]

PROGRESS PRINT

LEVEL KEY

- Level 4 (B)
EL 1134'-0"
- Level 4 (A)
EL 1125'-0"
- Level 3 (B)
EL 1122'-0"
- Level 3 (A)
EL 1113'-0"
- Level 2 (B)
EL 1110'-0"
- Level 2 (A)
EL 1101'-0"
- Level 1 (B)
EL 1092'-3"
- Level 1 (A)
EL 1083'-0"

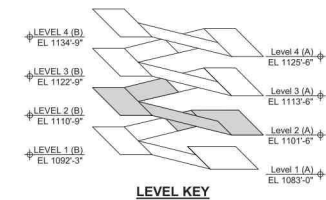




KEY PLAN

[illegible]

TR102



LEVEL KEY

1 STRIPING PLAN P2 LEVEL
TR102 SCALE: 3/32" = 1'-0"

NOTES:

- FOR STRIPING NOTES REFER TO STRIPING PLAN SHEET TR101

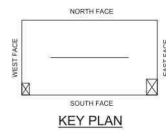
Kimley»Horn
2023 ©
817 WEST PEACHTREE STREET NW
THE BILTMORE
SUITE 601
ATLANTA, GA 30308
PHONE: 404.419.8700

This document is an instrument of service prepared solely for Kimley-Horn's client and for a particular purpose. Any other use or reliance is without liability to Kimley-Horn.

SEALS



**HOLLY SPRINGS
TOWN CENTER
PARKING DECK**



CLIENT PROJECT INFO

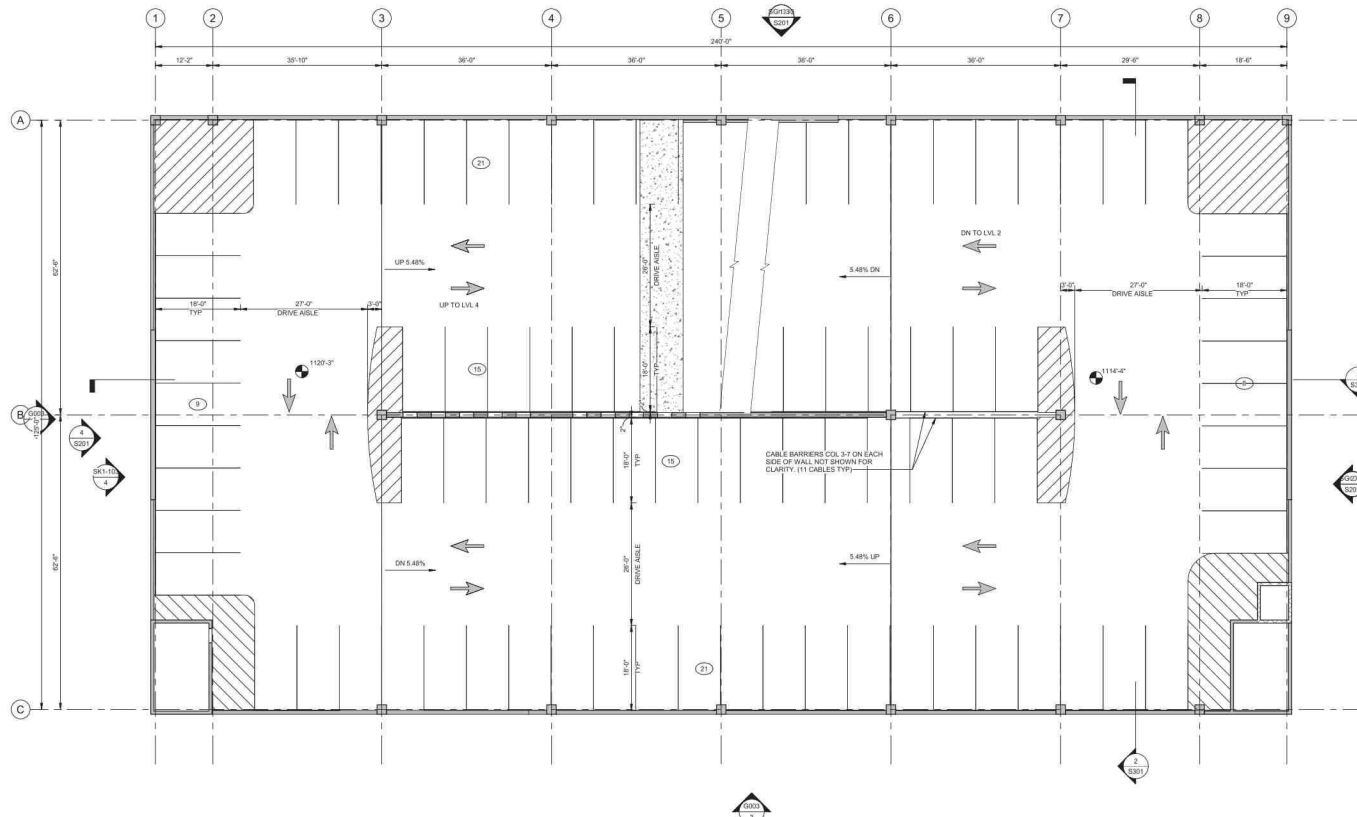
NO.	DATE	DRAWING ISSUE DESCRIPTION

DESIGNED BY: BMF
DRAWN BY: JTM
CHECKED BY: JTM
SCALE: AS NOTED
DATE: 09/22/22
PROJECT NO.: 013980000
FILENAME:

**STRIPING PLAN
LEVEL P3**

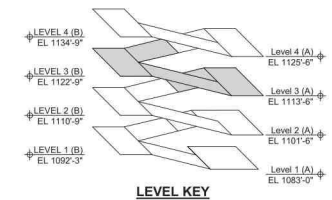
PROGRESS PRINT

TR103



PARKING LEGEND:

- 21 DENOTES NUMBER OF PARKING SPACES SPACED BETWEEN CURBS, CURB ISLANDS, PAINTED ISLANDS, ETC.
- [Cross-hatched area] DENOTES CROSS-HATCHED PAINTED AREA. DIMENSIONS SHOWN ON PLAN SHALL BE TO CENTER OF PARKING STRIPE.
- [Circle with 'A'] DENOTES ACCESSIBLE PARKING SPACE.
- C DENOTES COMPACT CAR SPACE.
- [Line with 'STOP'] DENOTES 'STOP' BAR AND WORD TO BE PAINTED ON FLOOR.
- [Arrow] DENOTES PAVEMENT ARROW MARKING TO BE PAINTED ON FLOOR.
- PS-1 DENOTES PLATE METAL SIGN, TYPE PS-1. SEE TR-601.
- HB-1 DENOTES HEADACHE BAR, TYPE HB-1. SEE TR-601.
- EVC "ELECTRIC VEHICLE CAPABLE" DENOTES A PARKING SPACE INTENDED TO HAVE FUTURE ELECTRIC VEHICLE SUPPLY EQUIPMENT INSTALLED AND INCLUDES ELECTRIC PANEL CAPACITY, OVERPROTECTION, AND AN OPEN RACEWAY. FUTURE ELECTRIC VEHICLE CHARGING STATION NOT TO BE INSTALLED IN PARKING SPACES.
- EVR "ELECTRIC VEHICLE READY" DENOTES A PARKING SPACE SERVED BY A COMPLETE ELECTRIC CIRCUIT INCLUDING ELECTRICAL PANEL CAPACITY, RACEWAY, OVERPROTECTION, AND A RECEPTACLE FOR FUTURE EQUIPMENT INSTALLATION. NO SIGNAGE IN PARKING SPACES.
- [Circle with 'EV'] "ELECTRIC VEHICLE INSTALLED" DENOTES ELECTRIC VEHICLE PARKING SPACE THAT INCLUDES INSTALLATION OF ELECTRIC VEHICLE SUPPLY EQUIPMENT (EV CHARGING STATION. SEE TR-603 FOR EV CHARGING SIGNAGE TO BE INCLUDED AT EACH SPACE PROVIDED ON DAY 1.



LEVEL KEY

2 STRIPING PLAN P3 LEVEL
TR103 SCALE: 3/32" = 1'-0"

1. FOR STRIPING NOTES REFER TO STRIPING PLAN SHEET TR101

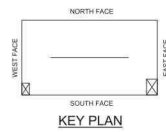
Kimley»Horn
2023 ©
817 WEST PEACHTREE STREET NW
THE BILTMORE
SUITE 601
ATLANTA, GA 30308
PHONE: 404.419.8700

This document is an instrument of service prepared solely for Kimley-Horn's client and for a particular purpose. Any other use or reliance is without liability to Kimley-Horn.

SEALS



**HOLLY SPRINGS
TOWN CENTER
PARKING DECK**



CLIENT PROJECT INFO

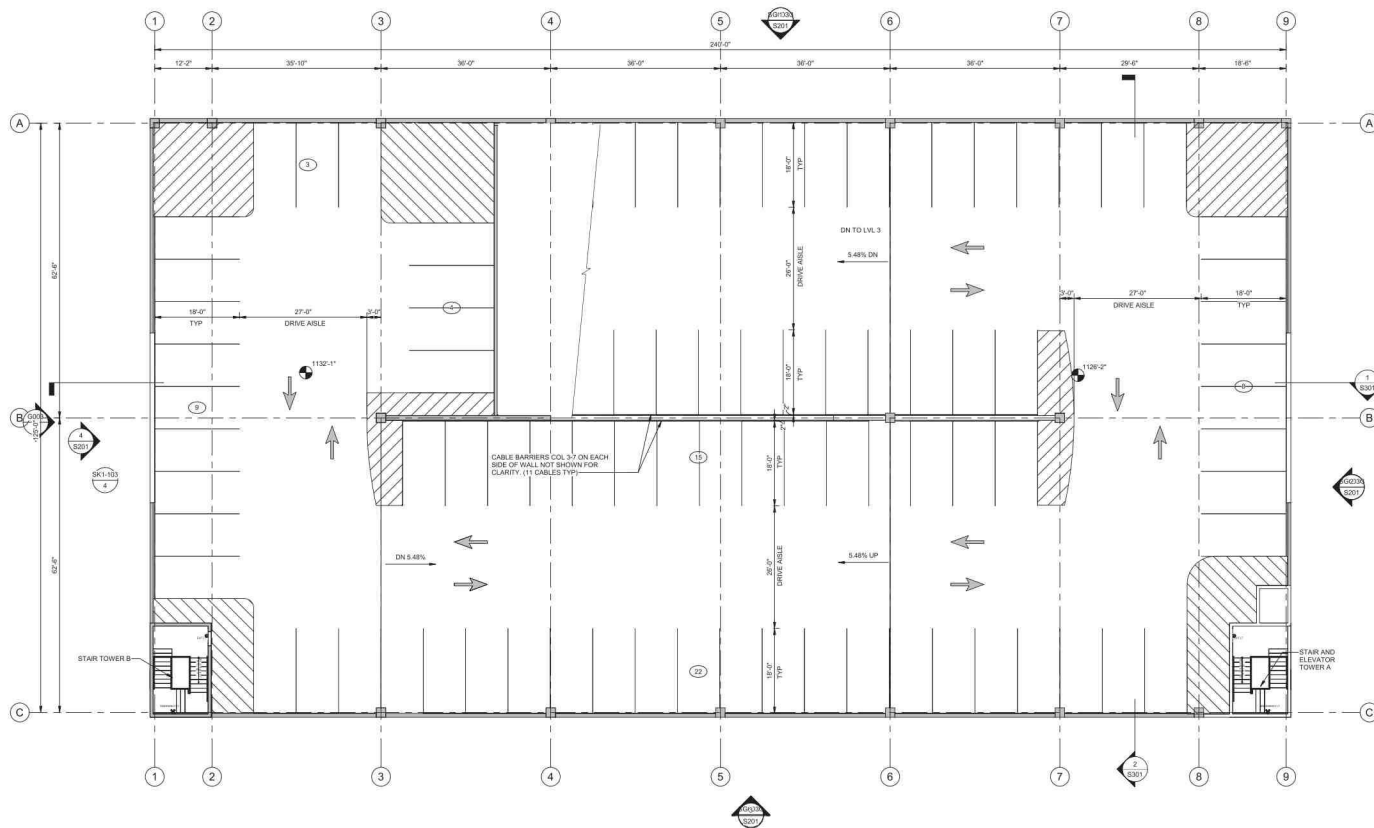
NO.	DATE	DRAWING ISSUE DESCRIPTION

DESIGNED BY: Designer
DRAWN BY: Author
CHECKED BY: Checker
SCALE: AS NOTED
DATE: 09/22/22
PROJECT NO: 013980020
FILENAME:

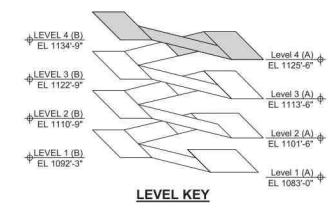
**STRIPING
PLAN LEVEL P4**

PROGRESS PRINT

TR104



- PARKING LEGEND:**
- 23 DENOTES NUMBER OF PARKING SPACES SPACED BETWEEN CURBS, CURB ISLANDS, PAINTED ISLANDS, ETC.
 - [Cross-hatched area] DENOTES CROSS-HATCHED PAINTED AREA. DIMENSIONS SHOWN ON PLAN SHALL BE TO CENTER OF PARKING STRIPE.
 - [Circle with 'A'] DENOTES ACCESSIBLE PARKING SPACE.
 - C DENOTES COMPACT CAR SPACE.
 - [Line with 'STOP'] DENOTES 'STOP' BAR AND WORD TO BE PAINTED ON FLOOR.
 - [Arrow] DENOTES PAVEMENT ARROW MARKING TO BE PAINTED ON FLOOR.
 - PB-1 DENOTES PLATE METAL SIGN, TYPE PB-1, SEE TR-501.
 - HB-1 DENOTES HEADACHE BAR, TYPE HB-1, SEE TR-501.
 - EVC "ELECTRIC VEHICLE CAPABLE" DENOTES A PARKING SPACE INTENDED TO HAVE FUTURE ELECTRIC VEHICLE SUPPLY EQUIPMENT INSTALLED AND INCLUDES ELECTRIC PANEL CAPACITY, OVERPROTECTION, AND AN OPEN RACEWAY. FUTURE ELECTRIC VEHICLE CHARGING STATION MAY BE INSTALLED IN PARKING SPACES.
 - EVR "ELECTRIC VEHICLE READY" DENOTES A PARKING SPACE SERVED BY A COMPLETE ELECTRIC CIRCUIT INCLUDING ELECTRICAL PANEL CAPACITY, RACEWAY, OVERPROTECTION, AND A RECEPTACLE FOR FUTURE EQUIPMENT INSTALLATION. NO SIGNAGE IN PARKING SPACES.
 - [Circle with 'E'] "ELECTRIC VEHICLE INSTALLED" DENOTES ELECTRIC VEHICLE PARKING SPACE THAT INCLUDES INSTALLATION OF ELECTRIC VEHICLE SUPPLY EQUIPMENT (EV CHARGING STATION). SEE TR-503 FOR EV CHARGING STATION TO BE INCLUDED AT EACH SPACE PROVIDED ON DAY 1.

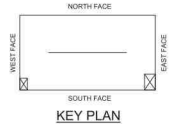


LEVEL KEY

STRIPING PLAN P4 LEVEL
SCALE: 3/32" = 1'-0"



**HOLLY SPRINGS
TOWN CENTER
PARKING DECK**



CLIENT PROJECT INFO

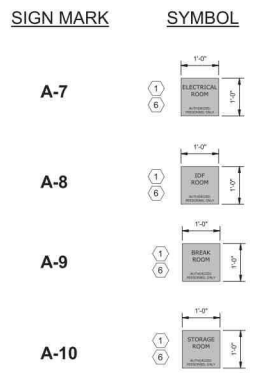
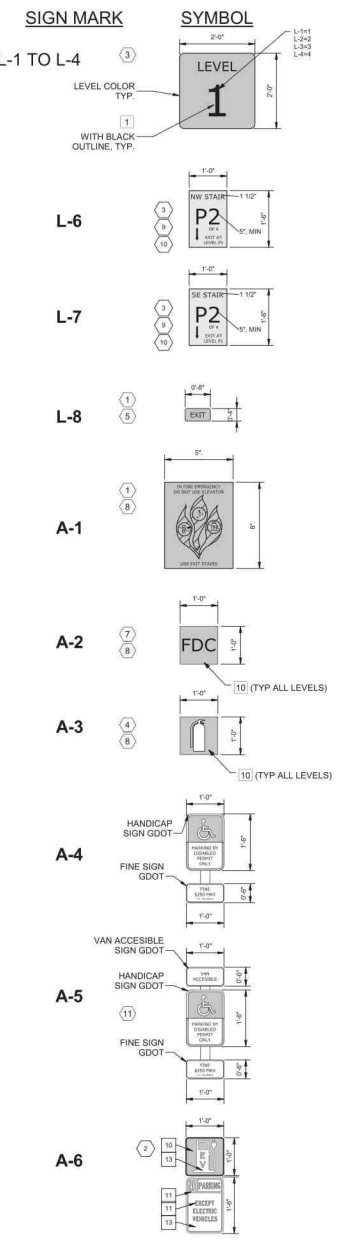
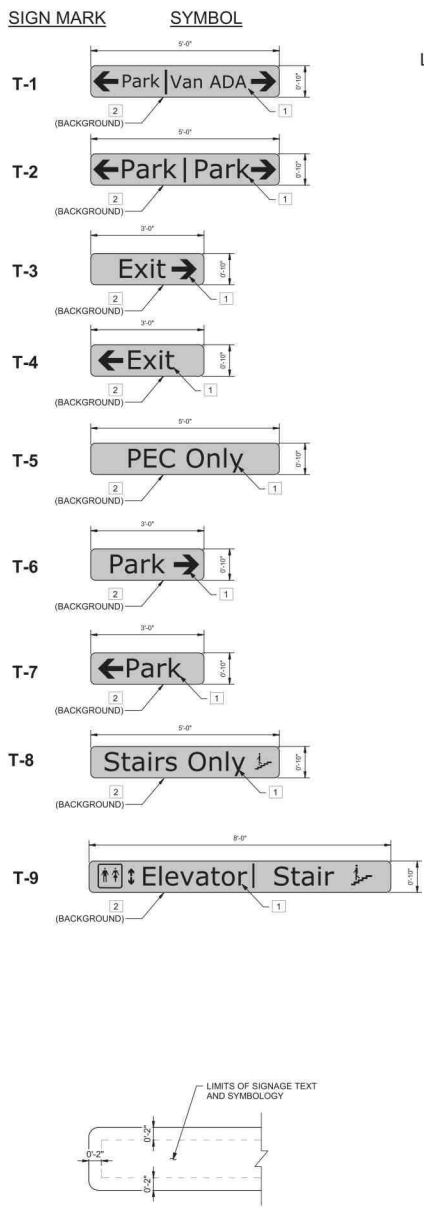
NO.	DATE	DRAWING	ISSUE	DESCRIPTION

DESIGNED BY: BMF
DRAWN BY: JTM
CHECKED BY: JTM
SCALE: AS NOTED
DATE: 08/22/22
PROJECT NO: 013880000
FILENAME:

SIGNAGE DETAILS

PROGRESS PRINT

TR501



SIGNAGE KEYNOTES

1. TEXT SHALL PROJECT 1/32" FROM THE BACKGROUND AND HAVE SHARPLY DEFINED EDGES. SIGN SHALL HAVE A GRADE 2 BRAILLE COPY BELOW TEXT.
2. NOT SHOWN ON PLANS. INSTALL ONE SIGN AT EACH EV SPACE.
3. USE BLACK LETTERS ON YELLOW, GOLD, OR WHITE SIGNS. OTHERWISE USE WHITE LETTERS.
4. TO BE INSTALLED ON COLUMN WITH CENTERLINE OF SIGN 6'-0" ABOVE FINISHED FLOOR AT ALL FIRE EXTINGUISHER LOCATIONS. COORD WITH ARCH. PLANS.
5. NOT SHOWN ON PLANS. INSTALL ADJACENT TO EACH STAIRWAY DOOR (OUTSIDE STAIRWAY) WITH CENTERLINE OF SIGN 5'-0" ABOVE EACH FINISHED FLOOR.
6. NOT SHOWN IN PLANS. INSTALL ADJACENT TO EACH APPLICABLE DOOR WITH CENTERLINE OF SIGN 5'-0" ABOVE FINISHED FLOOR.
7. NOT SHOWN IN PLANS. INSTALL TWO SIGNS ON OPPOSITE SIDES OF COLUMNS AND ONE SIGN ON WALLS WHERE FIRE STANDPIPE CONNECTIONS ARE LOCATED.
8. NOT SHOWN ON PLANS. INSTALL ABOVE EACH ELEVATOR CALL BUTTON. COORDINATE WITH ELEVATOR SHOP DRAWING.
9. NOT SHOWN ON PLANS. INSTALL ADJACENT TO EACH STAIRWAY DOOR (INSIDE STAIRWAY) WITH CENTERLINE OF SIGN 5'-0" ABOVE EACH FINISHED FLOOR. LEVEL NUMBER SHALL PROJECT 1/32" FROM THE BACKGROUND AND HAVE SHARPLY DEFINED EDGES AND SHALL HAVE A GRADE 2 BRAILLE COPY BELOW NUMBER. TEXT SHALL BE WHITE ON DARK BACKGROUNDS OR BLACK ON LIGHT BACKGROUND FOR CONTRAST.
10. ARROW SHALL POINT IN THE DIRECTION OF THE EXIT DISCHARGE LEVEL AT EACH LEVEL AND SHALL BE REMOVED AT THE EXIT DISCHARGE LEVEL.

NOTES:

1. SIGNS ARE NOT TO BE FABRICATED OR INSTALLED WITHOUT DIRECTION AND APPROVAL OF THE ENGINEER/ARCHITECT AND OWNER.
2. PLATE METAL SIGNS SHALL BE FABRICATED OF 0.08" (MINIMUM) ALUMINUM UNLESS OTHERWISE NOTED.
3. COLORS FOR SIGN FACES LETTERING, ETC. SHALL BE APPROVED BY THE ENGINEER/ARCHITECT AND OWNER. VERIFY SIZES, COLORS, AND LOCATIONS OF ALL SIGNS. PRIOR TO SUBMISSION OF SHOP DRAWINGS AND FABRICATION, CONTRACTOR IS TO NOTIFY ENGINEER/ARCHITECT 30 DAYS IN ADVANCE OF SCHEDULE FOR WHEN SELECTION OF THESE MATERIALS IS NEEDED, SO THAT THE COLORS CAN BE CONFIRMED WITHOUT ADVERSELY AFFECTING THE PROJECT SCHEDULE.
4. CORNERS OF ALL SIGNS SHALL BE ROUNDED, 1/2" RADIUS UNLESS NOTED OTHERWISE.
5. ALL LETTERS SHALL BE OF SIZE AND STYLE AS APPROVED BY THE ENGINEER/ARCHITECT AND AS MARKED ON APPROVED SHOP DRAWINGS. FONT SHALL BE HELVETICA MEDIUM.
6. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF SIGN FACES, MATERIALS, COLORS, MOUNTING HEIGHTS, ETC. WITH LEGENDS SHOWN. SHOP DRAWINGS SHALL BE APPROVED BY ENGINEER/ARCHITECT AND OWNER PRIOR TO FABRICATION.
7. TYPICAL DIMENSIONS AND LAYOUT ARE AS NOTED. SE STAIR = STAIR 1 AND NW STAIR = STAIR 2
8. SIGN MOUNTING DETAILS ARE SHOWN ON SHEET TR-501
9. ACCESSIBILITY SIGNS SHALL BE IN ACCORDANCE WITH THE GEORGIA ACCESSIBILITY CODE REQUIREMENTS INCLUDING MOUNTING, FONT, SIZE, COLOR, ETC.
10. ALL STANDARD REGULATORY SIGNAGE SHALL BE CONSTRUCTED FROM DOT STANDARD 0.080" ALUMINUM PANELS WITH HIGH-INTENSITY REFLECTIVE VINYL GRAPHIC FILM.
11. SIGNS SHALL BE MOUNTED PLUMB AND LEVEL, UNLESS NOTED OTHERWISE.
12. COAT SIDES AND BACKS OF ALUMINUM SIGNS WITH MATCHING SIGN COLOR WHEN MOUNTED DIRECTLY TO CONCRETE.

COLOR LEGEND

COLOR KEY	DESCRIPTION	FLOOR LEVEL
1	REFLECTIVE WHITE	--
2	MATTE BLACK	--
3	PMS 2350C	LEVEL P1
4	PMS 7751C	LEVEL P2
5	PMS 288	LEVEL P3
6	PMS 384	LEVEL P4
7	PMS 294	MUTCD BLUE
8	PMS 3935	DOT REFLECTIVE BLUE
9	PMS 185	RED

NOTE: VERIFY ALL COLORS WITH ARCHITECT AND OWNER

BOLLARD CONNECTION DETAIL - SOG MOUNT
SCALE: 1" = 1'-0"

EXHIBIT "B"

GENERAL CONDITIONS

All parties hereby agree that Contractor shall furnish all labor, material, incidental permits, equipment, storage, freight, supervision, labor taxes, material taxes, insurance, licenses, and any other related cost necessary for a complete execution of all Work in their entirety and in strict accordance with the Contract Documents and in strict compliance with the requirements of all Federal, State and Local governing authorities. This Contract is also to be inclusive of, but not limited to, the following:

1. All submittals and shop drawings are to be given to the Owners within two weeks of the contract issuance.
2. Contractor to call for all required inspections and coordinate inspections with Owners. All reports shall be delivered to Owners within 48 hours of receipt by Contractor.
3. Contractor acknowledges that the tracking of mud and dirt onto pavement and other properties by its personnel or its subcontractors is a problem and in violation of permit stipulations. It will be the Contractor's responsibility to prevent mud and dirt from being carried off-site and onto existing streets. Further, Contractor shall be responsible for removal and sweeping as required to remove said mud and dirt from pavement or other properties and returning them to their original condition as required by Contractor's own equipment and labor. In the event Contractor does not remove said mud and dirt from pavement or other properties caused by its personnel or its subcontractors in a timely fashion, Owners shall cause this work to be done and back-charge the Contractor at cost plus 15%.
4. Contractor shall be responsible for locating and protecting all existing utility services on the project site. Further, all parties agree that Contractor shall be responsible for any monetary loss or expense associated with repairs to any existing utilities damaged by Contractor's operations.
5. All parties agree that Contractor shall properly barricade open holes and depressions occurring as part of the Work. Further, Contractor shall protect structures, utilities, sidewalks, curbs, pavement and any other product from damage. In the event any of the foregoing is damaged due to contractor neglect, Contractor shall remedy the same at Contractor's cost. In the event Contractor does not remove said mud and dirt from pavement or other properties in a timely fashion, Owner shall cause this work to be done and back-charge the Contractor at cost plus 15%.
6. As many mobilizations required to complete the project per plans and specifications are included in this Contract and will not be an additional charge to Owners.
7. All parties hereby agree that, at the direction of the Owners, the Contractor shall gather and incorporate into Work all residual material remaining at no additional cost to the Owners.
8. All parties agree that Contractor is responsible for maintaining and submitting all documentation that may be required by governing authorities.
9. All parties agree that Contractor is to relocate its office trailers, storage trailers, and containers on project site as directed by the Owners.
10. Debris shall not be buried on site.

11. The Owners may delete parts of the Work from Contractor's Scope of Work and receive an appropriate reduction in price from the Stipulated Sum. Such deletion will be done only after discussion with the Contractor about the deletion.

12. The Owners' right to recover damages or other relief from Contractor due to Contractor's default in its obligations under this Contract shall survive the termination hereof.

13. Any damage caused by Contractor, his employees or equipment, suppliers, or sub-contractors to other work shall be the Contractor's responsibility to repair per the Owners' specification and requirements. This includes work inadvertently performed on property other than the Owners. If Contractor does not make repairs in a timely fashion, the Owners will make repairs and back charge Contractor from Contractor's next pay request at cost plus 15%.

EXHIBIT “C”**SCHEDULE OF VALUES**

Provide the cost for the line items specified in the schedule of values below. Add additional line items, as required, to provide a comprehensive bid.

Table 1: Schedule of Values for Base Bid

Phase #	Description of Work	Amount				
1	Submission of Foundation Loads	5,000.00				
2	Permit Level Shop Drawings	155,000.00				
3	Start Precast Production	2,000,000.00				
4	Complete Precast Structure	1,680,000.00				
Total Cost (Base Bid Items Only)		\$3,840,000.00				

EXHIBIT “D”

**APPLICATION FOR PAYMENT
(to be attached)**

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

TO GENERAL:

Stonecrest Homes GA, LLC
625 W. Crossville Road; Suite 204
Roswell, GA 30075

PROJECT: COHS Town Center

Precast Parking Deck

APPLICATION NO: **1**

Distribution to:

☐	OWNER
☐	ARCHITECT
☒	CONTRACTOR
☐	
☐	

PERIOD TO: _____

FROM SUBCONTRACTOR:

Tindall Corporation
3361 Grant Road
Conley, GA 30288
404-989-6849

PROJECT NOS: RFB #2023-01

CONTRACT DATE: 6/27/23

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	3,840,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	3,840,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	0.00
b. _____ % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	3,840,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge,
information and belief the Work covered by this Application for Payment has been
completed in accordance with the Contract Documents, that all amounts have been paid by
the Contractor for Work for which previous Certificates for Payment were issued and
payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: _____ Date: xx/xx/2023

State of: _____ Parish of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the application, the Architect certifies to the Owner that to the best of the
Architect's knowledge, information and belief the Work has progressed as indicated,
the quality of the Work is in accordance with the Contract Documents, and the Contractor
is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this
Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 1

Contractor's signed certification is attached.

Project: COHS Town Center

APPLICATION DATE: xx/xx/2023

In tabulations below, amounts are stated to the nearest dollar.

Precast Parking Deck

PERIOD TO:

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: RFB #2023-01

[illegible]

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

EXHIBIT "E"

INTERIM WAIVER AND RELEASE UPON PAYMENT
(CONTRACTOR)

STATE OF GEORGIA

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY CITY OF HOLLY SPRINGS AND DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS, GEORGIA TO FURNISH FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS PRECAST PARKING DECK PROJECT WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 306 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA AS BEING MORE PARTICULARLY SET FORTH ON EXHIBIT "J" LEGAL DESCRIPTION.

TO INDUCE SAID OWNER TO PAY THE SUMS SPECIFIED IN THIS WAIVER, THE UNDERSIGNED AFFIRMS AND CERTIFIES THAT THE ONLY INDIVIDUALS AND/OR ENTITIES WHO HAVE BEEN EMPLOYED BY THE UNDERSIGNED AND HAVE SUPPLIED MATERIALS OR LABOR IN CONNECTION WITH THE AFORESAID PROJECT ARE SET FORTH ON EXHIBIT E-A ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

UPON THE RECEIPT OF THE SUM OF \$ _____, THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20 ____.

(SEAL)
COMPANY NAME

(NOTARY)

BY: _____

(ADDRESS)

TITLE: _____
(Company Officer)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT E-A

List of Subcontractors

**MUST PROVIDE BELOW THE COMPANY NAME, CONTACT NAME, ADDRESS AND PHONE
NUMBER FOR EACH SUBCONTRACTOR AND SUPPLIER**

- Caulking
T&A Precast
Thiago Pereira
141 Kensley Way
Dallas, GA 30157
(404) 867-0370
- Cable
EJ Blanck
Erik Blanck - CEO
1167 Tallapoosa St.
Bremen, GA 30110
(770) 317-6611
- Erection
RGR Erectors
Tim Henson
3886 New Bridge Rd.
Cleveland, GA 30528
(706) 200-7183

EXHIBIT "E-1"
INTERIM WAIVER AND RELEASE UPON PAYMENT
(SUBCONTRACTOR / SUPPLIER)

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS PRECASTS PARKING DECK PROJECT WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 306 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA AS BEING MORE PARTICULARLY SET FORTH ON EXHIBIT "J" LEGAL DESCRIPTION.

UPON THE RECEIPT OF THE SUM OF \$ _____, THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____, 20____ AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20____.

_____(SEAL)
COMPANY NAME

(NOTARY)

BY: _____

(ADDRESS)

TITLE: _____
(Company Officer)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT "F"

WAIVER AND RELEASE UPON FINAL PAYMENT
(CONTRACTOR)

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS, GEORGIA TO FURNISH PRECAST PARKING DECK IMPROVEMENTS FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS PRECAST PARKING DECK PROJECT WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 306 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA AS BEING MORE PARTICULARLY SET FORTH ON EXHIBIT "J" LEGAL DESCRIPTION.

UPON RECEIPT OF THE SUM OF \$ _____, THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HEREBY WAIVES AND RELEASES ANY AND ALL LIENS AND CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED FOR SAID PROPERTY, AND THE UNDERSIGNED HEREBY AFFIRMS, WARRANTS, AND REPRESENTS THAT ALL LABORERS, SUBCONTRACTORS, MATERIALMAN, AND SUPPLIERS CONTRACTED BY THE UNDERSIGNED AND SUPPLYING ANY LABOR, WORK, MATERIAL OR SERVICES FOR SAID PROPERTY HAVE BEEN PAID IN FULL.

GIVEN UNDER HAND AND SEAL THIS ____ DAY OF _____, 20__.

(SEAL)
COMPANY NAME

(NOTARY)

BY: _____

(ADDRESS)

TITLE: _____
(Company Officer)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT "F-1"
WAIVER AND RELEASE UPON FINAL PAYMENT
(SUBCONTRACTOR / SUPPLIER)

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS, GEORGIA TO FURNISH _____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS HOLLY SPRINGS PRECAST PARKING DECK PROJECT WHICH IS LOCATED IN THE CITY OF HOLLY SPRINGS, CHEROKEE COUNTY AND IS OWNED BY THE CITY OF HOLLY SPRINGS AND THE DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS, GEORGIA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOS 306 OF THE 15TH DISTRICT, 2ND SECTION, CITY OF HOLLY SPRINGS, CHEROKEE COUNTY, GEORGIA AS BEING MORE PARTICULARLY SET FORTH ON EXHIBIT "J" LEGAL DESCRIPTION.

UPON RECEIPT OF THE SUM OF \$_____, THE UNDERSIGNED MATERIALMAN AND/OR MECHANIC HEREBY WAIVES AND RELEASES ANY AND ALL LIENS AND CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, 20____.

_____(SEAL)
COMPANY NAME

(NOTARY)

BY: _____

(ADDRESS)

TITLE: _____
(Company Officer)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT F-2

**CONTRACTOR'S AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF GEORGIA

COUNTY OF _____

Personally appeared before me, the undersigned attesting authority in and for said State and County,
_____ ("Deponent") who, being first duly sworn, on oath deposes and says as follows:

1. That Deponent is the _____ of _____ (hereinafter referred to as "Contractor"), and that Deponent has actual knowledge of the matters set forth herein, and has the full right and authority to execute this Contractor's Affidavit and Waiver of Lien on behalf of Contractor.
2. That Contractor has recently contracted with the **City of Holly Springs and the Downtown Development Authority of Holly Springs** Georgia ("Owners"), owners of the property known as **Holly Springs Precast Parking Deck Project** as being more particularly set forth on **Exhibit J Legal Description** attached hereto and hereby made a part hereof (the "Property"), for construction of **Holly Springs Precast Parking Deck** improvements (the "Improvements") on the Property.
3. Contractor hereby waives any and all lien rights on said Property for any work or services performed as of this date, as all bills for said work or services have been fully paid, and all laborers, subcontractors, materialmen and suppliers of any labor, work, material or services provided to or for the Property have been paid in full.
4. That no improvements or repairs have been made on the above described Property during the ninety (90) days immediately preceding this date which have not been paid for in full, and that there are no outstanding bills incurred for labor and materials used in making improvements or repairs on said Property, or for services of architects, surveyors or engineers incurred in connection therewith.
5. Deponent acknowledges receipt of \$ _____, said sum being the balance due Contractor under the terms of said contract, in full. This Affidavit is made under the provisions of Code Section 44-14-366 of the Official Code of Georgia Annotated, and is made for the purpose of inducing the Owners to pay the balance of the contract price referenced above to Contractor.
6. Contractor warrants that all materials supplied to the Property are properly installed and free from defects and that all of the work performed by Contractor conforms with the requirements of the construction drawings, specifications and other construction documents (collectively the "Construction Documents"). Deponent further certifies that the Improvements are built in compliance with the Americans With Disabilities Act of 1990, as amended, and conform with the "National Earthquake Hazards Reduction Program Recommended Provisions for the Development of Seismic Regulations for New Buildings." Any such work not conforming to these requirements, including substitutions not properly approved or installed, shall be considered defective.
7. Contractor warrants to the Owners, its successors and assigns, that Contractor has performed all work required by the Construction Documents and that all work is in substantial compliance with the Construction Documents and will remain so for a period of one year from the date of this Affidavit. Contractor further warrants that during the above stated period of one year, Contractor will make repairs to the satisfaction of the Owners and at Contractor's own expense. All work shall be performed by Contractor during regular working hours and at Owners' convenience.

Deponent has executed this Affidavit under hand and seal this _ day of _____, 20 ____.

_____(SEAL)
COMPANY NAME

(NOTARY)

BY: _____

(ADDRESS)

TITLE: _____
(Company Officer)

EXHIBIT “G”

PAY REQUEST CHECKLIST

This checklist offered as a guideline to help assure timely submittal and processing of payment applications and is not intended to supersede Paragraph 5 or any other portion of the Contract.

Pre-Payment Request:

- Fully executed Contract
- Certificates of Insurance prior to commencing work.
- W-9
- List of subcontractors and suppliers with addresses and telephone numbers.
- Fully executed Bonds (if required).
- Copy of NOI as Secondary Permittee.
- Contractor Certification (Exhibit I)

Interim Payment Requests (all items are to be one original and one copy):

- Contractor Payment Application (Notarized).
- Contractor Interim Waiver and Release for work executed to date of Application along with list of all subcontractors and suppliers listed on Exhibit E-A of this document including Company Name, Contact Name, Company Address and Phone Number.
- Subcontractor and Supplier Interim Waiver and Release for unpaid balances of work executed to date of Application.
- Copies of supporting receipts, certificates or vouchers.
- Construction Manager certification on payment application.

Final Payment Request (all items are to be one original and one copy):

- Record Drawings – 1 original and 2 copies for a total of 3 sets
- Warranties and O & M Manuals
- Final Certificate of Use (if required)
- Completed and signed off Punch List
- Certificate of Substantial Completion
- Contractor Waiver and Release Upon Final Payment with Exhibit E-A attached
- Subcontractor and Supplier Waiver and Release Upon Final Payment with Exhibit E-A attached
- Contractor Affidavit and Waiver of Lien with Exhibit E-A attached
- Contractor Warranty for the benefit of the Owners and referencing Project
- Consent of Surety for Final Payment (if required)

EXHIBIT “I”

CONTRACTOR CERTIFICATION

Project Manager and Contractor agree that the installation of erosion control and tree save devices according to the Erosion Control Plan and Tree Protection Plans including, but not limited to, silt fence, grassing, tree save tape and fence and other measures, are not a part of this Contract unless otherwise noted. Contractor agrees that the Owners will have these devices installed in accordance with the above referenced plans. If, during the course of construction, Contractor damages or destroys any erosion control measures that are in place or tree save devices, then Contractor shall repair or replace the devices immediately at its cost and will replace any damaged tree(s), or at Project Manager’s discretion, Project Manager shall repair and replace as necessary and shall deduce the cost thereof from Contractor’s next Application for Payment. Any fines, litigation cost (including attorney’s fees), and clean-up cost related to the damage resulting from Contractor’s damage to erosion control measures or tree save devices in place will be at the Contractor’s expense and if not paid by Contractor, may be deducted from Contractor’s next Application for Payment. If certain activities have the potential to damage or destroy any installed erosion control devices or tree save device, Contractor shall inform the Project Manager before the activity begins so that such damage or destruction can be avoided by Contractor. Finally, Contractor is responsible for notifying its personnel of the requirements of the Erosion Control and Tree Protection Plans and the importance of the continuing maintenance thereof.

Evidenced by signature, below, Contractor certifies that it understands the General Permit

“I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certificate.”

“We accept all responsibilities required by such permits including, but not limited to required reporting and maintenance of on-site paperwork. Required reporting will take place until such time as a fully executed Notice of Termination has been received.”

Signature (Officer’s Signature Required)

Date

Printed Name

Title

EXHIBIT "J"

LEGAL DESCRIPTION

(TOWN CENTER)

ALL THAT TRACT or parcel of land lying and being in Land Lots 306, 307, 342 and 343 of the 15th District, 2nd Section, City of Holly Springs of Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at point at the mitered intersection of the Easterly variable right-of-way of Palm Street (abandoned) with the Southeasterly right-of-way of Georgia Northeastern Railroad right-of-way (variable) THENCE proceeding along said GNR along a curve to the right an arc length of 134.04 feet (said curve having a radius of 1346.76 feet and a chord bearing of NORTH 32 DEGREES 04 MINUTES 36 SECONDS EAST and a chord distance of 133.99 feet) to a point; THENCE proceeding NORTH 34 DEGREES 55 MINUTES 41 SECONDS EAST a distance of 260.61 feet to a point; THENCE along a curve to the left an arc length of 792.00 feet (said curve having a radius of 5737.39 feet and a chord bearing of NORTH 30 DEGREES 58 MINUTES 24 SECONDS EAST and a chord distance of 791.37 feet) to a point; THENCE proceeding SOUTH 45 DEGREES 22 MINUTES 09 SECONDS EAST along the lands of Cedar Valley Subdivision Unit III a distance of 694.62 feet to a point; THENCE proceeding SOUTH 34 DEGREES 09 MINUTES 53 SECONDS EAST a distance of 622.02 feet to a point on the variable right-of-way of Hickory Road; THENCE proceeding along said right-of-way and proceeding NORTH 84 DEGREES 31 MINUTES 06 SECONDS WEST a distance of 26.98 feet to a point; THENCE continuing along said right-of-way and proceeding SOUTH 74 DEGREES 13 MINUTES 12 SECONDS WEST a distance of 255.39 feet to a point; THENCE proceeding SOUTH 00 DEGREES 41 MINUTES 42 SECONDS WEST a distance of 72.79 feet to a point; THENCE proceeding SOUTH 60 DEGREES 36 MINUTES 36 SECONDS WEST a distance of 171.94 feet to a point; THENCE proceeding SOUTH 63 DEGREES 39 MINUTES 54 SECONDS WEST a distance of 61.91 feet to a point; THENCE proceeding SOUTH 71 DEGREES 33 MINUTES 09 SECONDS WEST a distance of 75.42 feet to a point; THENCE proceeding SOUTH 83 DEGREES 01 MINUTES 28 SECONDS WEST a distance of 112.41 feet to a point; THENCE proceeding NORTH 63 DEGREES 12 MINUTES 23 SECONDS WEST a distance of 60.12 feet to a point; THENCE proceeding NORTH 34 DEGREES 20 MINUTES 27 SECONDS WEST a distance of 49.93 feet to a point; THENCE proceeding NORTH 22 DEGREES 24 MINUTES 04 SECONDS WEST a distance of 75.99 feet to a point; THENCE proceeding SOUTH 73 DEGREES 23 MINUTES 07 SECONDS WEST a distance of 66.10 feet to a point; THENCE proceeding SOUTH 11 DEGREES 38 MINUTES 29 SECONDS EAST a distance of 34.77 feet to a point; THENCE proceeding SOUTH 46 DEGREES 11 MINUTES 31 SECONDS WEST a distance of 62.21 feet to a point; THENCE proceeding SOUTH 81 DEGREES 12 MINUTES 53 SECONDS WEST a distance of 25.82 feet to a point; THENCE proceeding NORTH 72 DEGREES 20 MINUTES 22 SECONDS WEST a distance of 144.92 feet to a point; THENCE proceeding NORTH 69 DEGREES 44 MINUTES 19 SECONDS WEST a distance of 32.12 feet to a point; THENCE proceeding along a curve to the left and arc distance of 185.16 feet to a point (said curve having a radius of 693.50 feet and being subtended by a chord bearing of NORTH 78 DEGREES 47 MINUTES 21 SECONDS WEST a distance of 184.61 feet to a point; THENCE proceeding NORTH 01 DEGREES 51 MINUTES 12 SECONDS EAST a distance of 38.99 feet to a point; THENCE proceeding SOUTH 89 DEGREES 21 MINUTES 39 SECONDS WEST a distance of 220.48 feet to

a point on the aforesaid right-of-way of Palm Street; THENCE proceeding NORTH 34 DEGREES 05 MINUTES 27 SECONDS WEST a distance of 14.20 feet to a point THENCE proceeding NORTH 02 DEGREES 27 MINUTES 45 SECONDS EAST a distance to a point and POINT OF BEGINNING.

Said parcel contains 1,011,509 Square Feet or 23.22 Acres more or less.



FINANCIAL HIGHLIGHTS
June 30, 2023



Budget Summary
50% of year lapsed

	2022 Year End (unaudited)	2023 Budget	2023 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	11,098,761	12,050,000	4,821,307	40.01%
Operating Grant Fund	75,353	75,000	77,028	102.70%
American Rescue Plan (ARP) Act of 2021	2,003	5,769,200	36,901	0.64%
Parks & Recreation Fund	484,836	500,000	2,137,741	427.55%
Tax Allocation District	279,561	300,135	122,479	40.81%
Hotel/Motel Tax Fund	4,765	6,000	2,543	42.39%
Urban Redevelopment Agency	3,785,668	3,454,000	2,523,759	73.07%
SPLOST III Fund	2,982	290,000	22,150	7.64%
SPLOST V Fund	4,272,346	11,835,000	3,738,086	31.59%
Town Center Fund	4,185,668	3,754,000	2,848,759	75.89%
Debt Service Fund	649,368	2,300,135	3,258,430	141.66%
Stormwater Utility Fund	471,014	470,000	14,352	3.05%
TOTAL REVENUES - ALL FUNDS	\$ 25,312,324	\$ 40,803,470	\$ 19,603,535	48.04%
EXPENDITURES/EXPENSES BY FUND				
General Fund	12,019,301	12,050,000	7,514,908	62.36%
Operating Grant Fund	75,353	75,000	91,587	122.12%
American Rescue Plan (ARP) Act of 2021	-	5,769,200	3,250,065	56.33%
Parks & Recreation Fund	291,689	500,000	2,225,460	445.09%
Tax Allocation District	-	300,135	39,619	13.20%
Hotel/Motel Tax Fund	3,945	6,000	-	0.00%
Urban Redevelopment Agency	3,785,668	3,454,000	2,523,759	73.07%
SPLOST III Fund	47,014	290,000	41,530	14.32%
SPLOST V Fund	4,058,237	11,835,000	3,023,451	25.55%
Town Center Fund	4,374,655	3,754,000	2,771,275	73.82%
Debt Service Fund	1,081,371	2,300,135	887,446	38.58%
Stormwater Utility Fund	676,022	470,000	79,695	16.96%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 26,413,255	\$ 40,803,470	\$ 22,448,796	55.02%



**Comparison to Prior Year
50% of year lapsed**

	06/30/2022 Actual (unaudited)	2022 Annual Amended Budget	% of Annual Budget	06/30/2023 Actual	2023 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	2,572,388	12,450,000	20.66%	4,821,307	12,050,000	40.01%
Operating Grant Fund	36,905	90,000	41.01%	77,028	75,000	102.70%
American Rescue Plan (ARP) Act of 2021	708	5,767,700	0.01%	36,901	5,769,200	0.64%
Parks & Recreation Fund	236,100	407,150	57.99%	2,137,741	500,000	427.55%
Tax Allocation District	-	275,000	0.00%	122,479	300,135	40.81%
Hotel/Motel Tax Fund	1,977	6,000	32.94%	2,543	6,000	42.39%
Urban Redevelopment Agency	1,408,387	9,375,000	15.02%	2,523,759	3,454,000	73.07%
SPLOST III Fund	-	286,000	0.00%	22,150	290,000	7.64%
SPLOST V Fund	1,524,346	7,950,000	19.17%	3,738,086	11,835,000	31.59%
Town Center Fund	1,408,387	9,428,400	14.94%	2,848,759	3,754,000	75.89%
Debt Service Fund	179,368	1,084,000	16.55%	3,258,430	2,300,135	141.66%
Stormwater Utility Fund	19,219	460,000	4.18%	14,352	470,000	3.05%
TOTAL REVENUES - ALL FUNDS	\$ 7,387,786	\$ 47,579,250	15.53%	\$ 19,603,535	\$ 40,803,470	48.04%
EXPENDITURES/EXPENSES BY FUND						
General Fund	6,497,271	10,375,000	62.62%	7,514,908	12,050,000	62.36%
Operating Grant Fund	44,878	90,000	49.86%	91,587	75,000	122.12%
American Rescue Plan (ARP) Act of 2021	-	5,767,700	0.00%	3,250,065	5,769,200	56.33%
Parks & Recreation Fund	230,509	407,150	56.62%	2,225,460	500,000	445.09%
Tax Allocation District	-	-	0.00%	39,619	300,135	13.20%
Hotel/Motel Tax Fund	3,945	6,000	65.75%	-	6,000	0.00%
Urban Redevelopment Agency	1,408,387	9,375,000	15.02%	2,523,759	3,454,000	73.07%
SPLOST III Fund	-	286,000	0.00%	41,530	290,000	14.32%
SPLOST V Fund	1,415,281	7,950,000	17.80%	3,023,451	11,835,000	25.55%
Town Center Fund	1,282,481	9,428,400	13.60%	2,771,275	3,754,000	73.82%
Debt Service Fund	387,351	2,000,000	19.37%	887,446	2,300,135	38.58%
Stormwater Utility Fund	128,060	460,000	27.84%	79,695	470,000	16.96%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 11,398,164	\$ 46,145,250	24.70%	\$ 22,448,796	\$ 40,803,470	55.02%



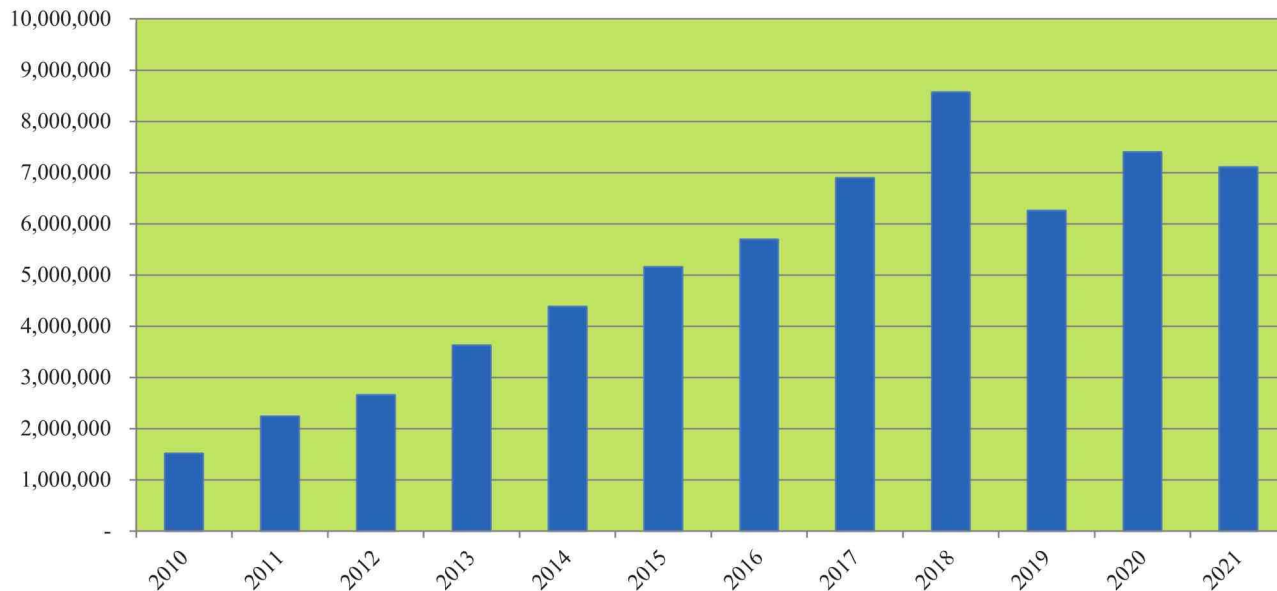
Changes in Fund Balance/Net Position
As of June 30, 2023

Unaudited

Fund	Balance as of 1/1/2023 (unaudited)	Revenues	Expenditures/ Expenses	Balance as of 6/30/2023	Net Increase/ (Decrease)
General Fund	7,115,239	4,821,307	7,514,908	4,421,639	(2,693,601)
Operating Grant Fund	37,137	77,028	91,587	22,578	(14,559)
American Rescue Plan (ARP) Act of 2021	5,769,075	36,901	3,250,065	2,555,911	(3,213,164)
Parks & Recreation Fund	979,642	2,137,741	2,225,460	891,923	(87,719)
Tax Allocation District	279,561	122,479	39,619	362,421	82,860
Hotel/ Motel Tax Fund	9,350	2,543	-	11,894	2,543
Urban Redevelopment Agency	-	2,523,759	2,523,759	-	-
SPLOST III Fund	19,381	22,150	41,530	-	(19,381)
SPLOST V Fund	(318,356)	3,738,086	3,023,451	396,279	714,635
Town Center Fund	(359,093)	2,848,759	2,771,275	(281,609)	77,484
Debt Service Fund	3,314	3,258,430	887,446	2,374,298	2,370,984
Stormwater Utility Fund	5,448,558	14,352	79,695	5,383,215	(65,344)
	\$ 18,983,809	\$ 19,603,535	\$ 22,448,796	\$ 16,138,549	\$ (2,845,260)

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

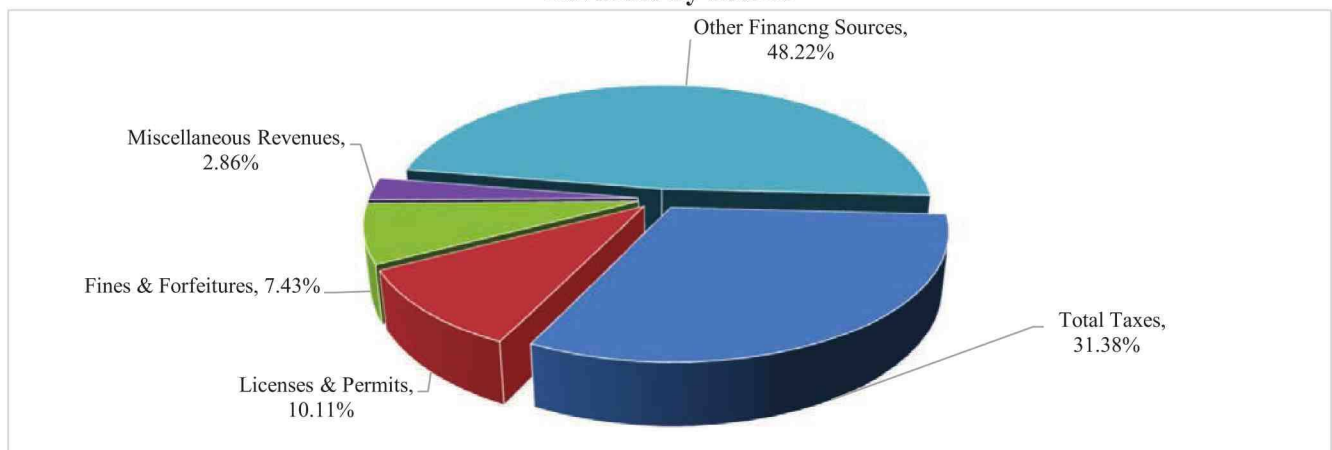




Budget Comparison Report - General Fund
50% of year lapsed

REVENUES	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Property Taxes	23,826	6,105,000	172,117	2.82%
Motor Vehicle Taxes	1,654	40,000	11,491	28.73%
Motor Vehicle Title Ad Valorem Tax	71,223	700,000	441,278	63.04%
Mobile Home Tax	4	150	91	60.46%
Recording Intangible Taxes	7,503	100,000	31,316	31.32%
Penalties & Interest	1,666	10,000	7,261	72.61%
Fifa Fees	210	2,000	1,710	85.50%
Franchise Tax	-	525,000	568,449	108.28%
Railroad Equipment Car Tax	-	1,000	-	0.00%
Real Estate Transfer Tax	919	20,000	5,023	25.12%
Business & Occupation Tax	2,001	80,000	68,338	85.42%
Financial Institutions Tax	-	2,500	2,449	97.96%
Insurance Premium Tax	-	1,500,000	-	0.00%
Total Taxes	136,525	9,658,150	1,513,106	15.67%
Licenses & Permits	119,670	1,501,310	487,421	32.47%
Fines & Forfeitures	48,028	548,450	358,105	65.29%
Miscellaneous Revenues	4,915	64,978	59,309	91.27%
Interest Income	20,269	15,000	78,460	523.07%
Transfer from Other Funds	-	-	1,920,000	100%
Proceeds from the Sale of Assets	-	25,000	69,835	279.34%
Inception of Capital Leases	-	232,112	335,072	144.36%
Donation from Private Sources	-	5,000	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 329,406	\$ 12,050,000	\$ 4,821,307	40.01%

Revenues by Source



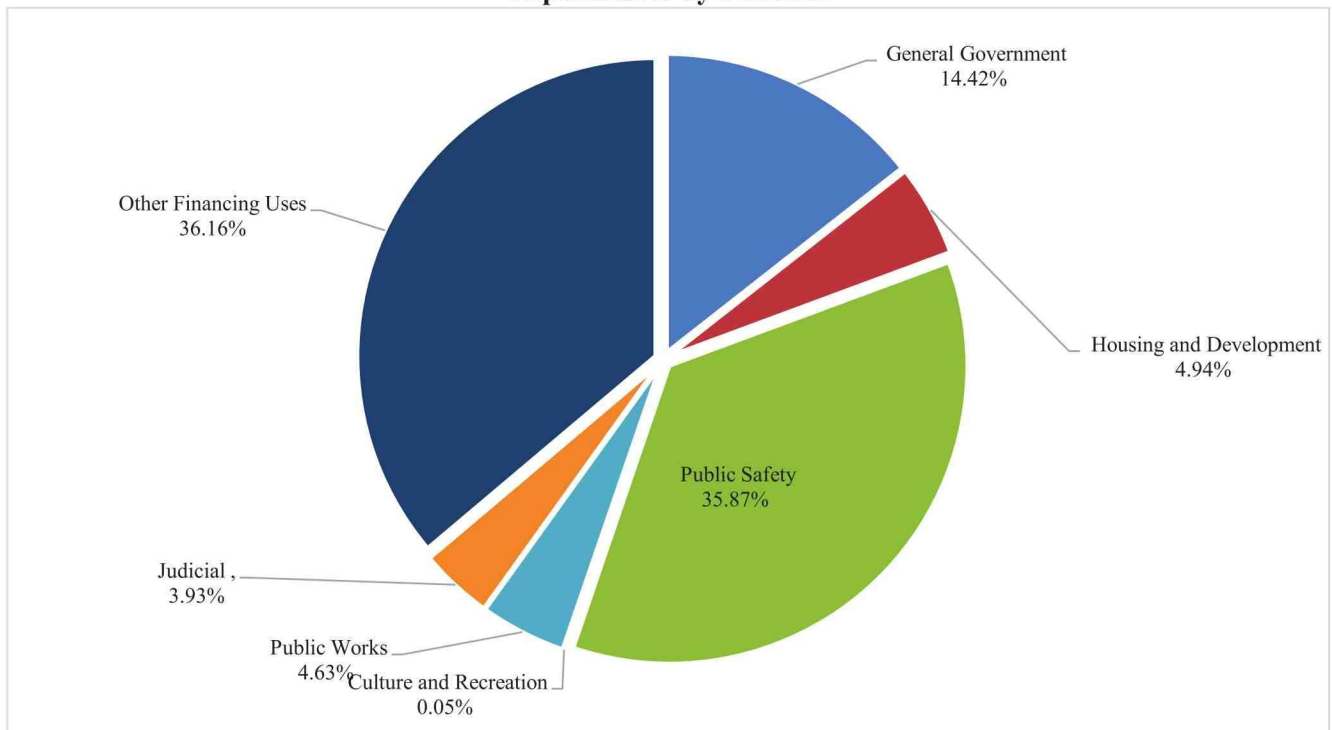


Budget Comparison Report - General Fund

50% of year lapsed

EXPENDITURES	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
General Government	148,430	2,062,948	1,083,495	52.52%
Housing and Development	70,603	793,905	371,126	46.75%
Public Safety	456,533	4,799,724	2,695,395	56.16%
Culture and Recreation	-	39,000	4,029	10.33%
Public Works	68,561	3,760,280	347,578	9.24%
Judicial	48,416	434,771	295,527	67.97%
Other Financing Uses	-	-	2,717,759	100%
TOTAL GENERAL FUND EXPENDITURES	\$ 792,544	\$ 11,890,628	\$ 7,514,908	63.20%

Expenditures by Function





Budget Comparison Report - All Funds
50% of year lapsed

Unaudited

	2022 Year End Actuals	2023 Budget	Year to Date	% 2023 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	11,098,761	12,050,000	4,821,307	40.01%
Expenditures:	12,019,301	12,050,000	7,514,908	62.36%
Excess Revenues over (under) Expenditures	(920,540)	-	(2,693,601)	
<u>AMERICAN RESCUE PLAN (ARP) ACT OF 2021</u>				
Revenues:	2,003	5,769,200	36,901	0.64%
Expenditures:	-	5,769,200	3,250,065	56.33%
Excess Revenues over (under) Expenditures	2,003	-	(3,213,164)	
<u>OPERATING GRANT FUND</u>				
Revenues:	75,353	75,000	77,028	102.70%
Expenditures:	75,353	75,000	91,587	122.12%
Excess Revenues over (under) Expenditures	-	-	(14,559)	
<u>PARKS & RECREATION FUND</u>				
Revenues:	484,836	500,000	2,137,741	427.55%
Expenditures:	291,689	500,000	2,225,460	445.09%
Excess Revenues over (under) Expenditures	193,147	-	(87,719)	
<u>TAX ALLOCATION DISTRICT</u>				
Revenues:	279,561	300,135	122,479	40.81%
Expenditures:	-	300,135	39,619	13.20%
Excess Revenues over (under) Expenditures	279,561	-	82,860	
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	4,765	6,000	2,543	42.39%
Expenditures:	3,945	6,000	-	0.00%
Excess Revenues over (under) Expenditures	820	-	2,543	



Budget Comparison Report - All Funds
50% of year lapsed

Unaudited

	2022 Year End Actuals	2023 Budget	Year to Date	% 2023 Annual Budget
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	3,785,668	3,454,000	2,523,759	73.07%
Expenditures:	3,785,668	3,454,000	2,523,759	73.07%
Excess Revenues over (under) Expenditures	-	-	-	
<u>SPLOST III FUND</u>				
Revenues:	2,982	290,000	22,150	7.64%
Expenditures:	47,014	290,000	41,530	14.32%
Excess Revenues over (under) Expenditures	(44,032)	-	(19,381)	
<u>SPLOST V FUND</u>				
Revenues:	4,272,346	11,835,000	3,738,086	31.59%
Expenditures:	4,058,237	11,835,000	3,023,451	25.55%
Excess Revenues over (under) Expenditures	214,109	-	714,635	
<u>TOWN CENTER FUND</u>				
Revenues:	4,185,668	3,754,000	2,848,759	75.89%
Expenditures:	4,374,655	3,754,000	2,771,275	73.82%
Excess Revenues over (under) Expenditures	(188,987)	-	77,484	
<u>DEBT SERVICE FUND</u>				
Revenues:	649,368	2,300,135	3,258,430	141.66%
Expenditures:	1,081,371	2,300,135	887,446	38.58%
Excess Revenues over (under) Expenditures	(432,003)	-	2,370,984	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	471,014	470,000	14,352	3.05%
Expenses:	676,022	470,000	79,695	16.96%
Excess Revenues over (under) Expenses	(205,008)	-	(65,344)	



Investments
As of June 30, 2023

Ameris Bank

Downtown Development Authority - CD .75% 36,476

Subtotal Ameris Bank	\$	36,476
-----------------------------	-----------	---------------

Goldman Sachs Autocallable GS Momentum Builder		212,762
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		303,672
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		252,138
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		506,551
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		509,409
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		249,105
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		251,058
Certificate of Deposit - CD 4.00% Maturity Date - 4/21/2024		75,435

Subtotal South State Investment Services	\$	2,360,132
---	-----------	------------------

Total Investments	\$	2,396,608
--------------------------	-----------	------------------



Cash
As of June 30, 2023

Ameris Bank

Downtown Development Authority - Checking	69,985
---	--------

Subtotal Ameris Bank	\$ 69,985
-----------------------------	------------------

South State Bank

General Fund	2,095,740
Main Street Board	89,572
American Rescue Plan (ARP) Act of 2021	2,555,911
Parks & Recreation Fund	865,552
Tax Allocation District (TAD)	244,945
Hotel Motel Tax Fund	11,357
Money Market Account	6,125,767
Municipal Court Fund	38,054
Operating Grant Fund	31,137
Police Forfeiture Account	6,029
Police Seized Asset Account	1,461
SPLOST V	211,627
Town Center Fund	10,694
Debt Service Fund	2,374,298
Stormwater Utility Fund	24,471
Tree Replacement Fund	4,421

Subtotal South State Bank	\$ 14,691,036
----------------------------------	----------------------

South State Investment Services

Budget Stabilization Cash Account	90
-----------------------------------	----

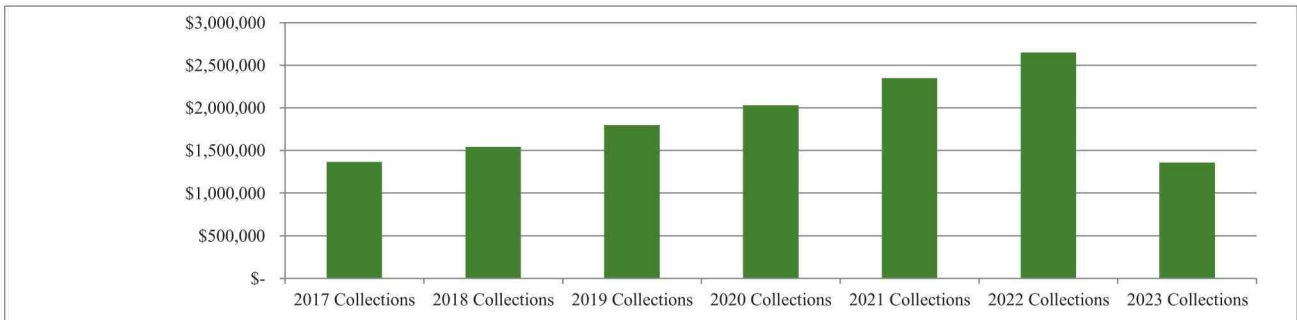
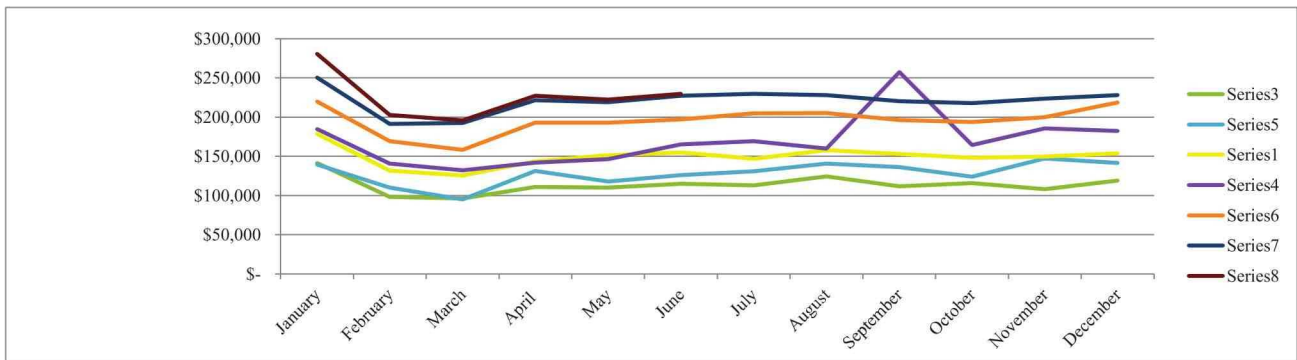
Subtotal South State Investment Services	\$ 90
---	--------------

Total Cash	\$ 14,761,111
-------------------	----------------------



Special Purpose Local Option Sales Tax Collections
As of June 30, 2023

	2017 Collections	2018 Collections	2019 Collections	2020 Collections	2021 Collections	2022 Collections	2023 Collections	% Change from Prior Year
January	\$ 141,344	\$ 139,474	\$ 178,754	\$ 184,956	\$ 219,927	\$ 250,695	\$ 280,583	11.92%
February	98,189	109,987	131,700	140,587	169,237	191,168	202,766	6.07%
March	96,130	94,765	125,375	131,947	158,258	192,686	195,742	1.59%
April	111,048	131,392	143,535	141,914	193,138	221,796	227,217	2.44%
May	110,063	117,981	151,269	146,483	193,137	219,102	222,579	1.59%
June	114,965	126,193	154,922	165,255	197,249	227,296	229,934	1.16%
July	113,172	131,005	146,946	169,488	204,832	229,938		
August	124,429	140,651	158,066	160,110	205,351	228,172		
September	111,901	136,184	153,139	257,264	196,323	220,495		
October	115,857	124,067	148,285	164,463	193,776	217,820		
November	108,048	147,256	149,921	185,812	199,817	223,696		
December	119,270	141,583	153,903	182,579	218,887	228,006		
	\$ 1,364,416	\$ 1,540,538	\$ 1,795,816	\$ 2,030,858	\$ 2,349,931	\$ 2,650,872	\$ 1,358,822	





**Downtown Development Authority
As of June 30, 2023**

Revenues	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Miscellaneous Revenue	-	5,000	-	0.00%
Proceeds from Sale of Property	700,000	2,300,000	2,700,000	117.39%
TOTAL REVENUES	\$ 700,000	\$ 2,305,000	\$ 2,700,000	117.14%

Expenditures				
Dues & Fees	-	500	305	61.00%
Training	-	250	100	40.00%
Water & Sewer	-	250	-	0.00%
Other Expenditures	-	2,500	-	0.00%
Sponsorships	-	1,500	-	0.00%
Transfers to Primary Government	700,000	2,300,000	2,700,000	117.39%
TOTAL EXPENDITURES	\$ 700,000	\$ 2,305,000	\$ 2,700,405	117.15%



GENERAL FUND REVENUE DETAIL
As of June 30, 2023

	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	23,826	6,105,000	172,117	2.82%
Real Property Tax - Public Utility	-	58,000	-	0.00%
Personal Property Tax	-	180,000	20,332	11.30%
Motor Vehicle Tax	1,654	40,000	11,491	28.73%
Motor Vehicle Title Ad Valorem Tax	71,223	700,000	441,278	63.04%
Apportioned Vehicles (AAVT)	-	4,000	4,129	103.23%
Mobile Home Tax	4	150	91	60.46%
Intangible Tax	7,503	100,000	31,316	31.32%
Railroad Equipment Car Tax	-	1,000	-	0.00%
Real Estate Transfer Tax	919	20,000	5,023	25.12%
Franchise Tax - Electric	-	525,000	568,449	108.28%
Franchise Tax - Gas	27,519	100,000	82,558	82.56%
Franchise Tax - Cable	-	225,000	93,772	41.68%
Franchise Tax - Telephone	-	5,500	2,793	50.78%
Business & Occupational Tax	2,001	80,000	68,338	85.42%
Insurance Premium Tax	-	1,500,000	-	0.00%
Financial Institutions Tax	-	2,500	2,449	97.96%
Penalties & Interest	1,666	10,000	7,261	72.61%
FiFa Fees	210	2,000	1,710	85.50%
Total Taxes	136,525	9,658,150	1,513,106	15.67%
Alcoholic Beverage Licenses	-	75,000	2,600	3.47%
Alcohol Pouring Permit	465	5,000	2,790	55.80%
Zoning and Land Use Permits	457	12,500	6,997	55.98%
Planning and Development Fees	-	25,000	-	0.00%
Sign Permit Fees	100	2,500	550	22.00%
Special Event Permits	150	250	150	60.00%
Vacant Lot Registration	-	30	-	0.00%
Personal Transportation Veh Permit	60	30	70	233.33%
Other Licenses and Permits	50	5,000	750	15.00%
Building Permit Revenue	95,101	1,000,000	348,611	34.86%
Certificate of Occupancy Fees	17,000	150,000	47,500	31.67%
Building Permit - Reinspection Fees	-	25,000	1,400	5.60%
Building Permit-Sub Fee	6,020	75,000	24,591	32.79%
Occupational Tax Late Fees	166	1,000	858	85.81%
Plan Review Fees	100	125,000	50,553	40.44%
Total Licenses and Permits	119,670	1,501,310	487,421	32.47%
Municipal Court Fines	46,865	500,000	339,640	67.93%
Cash confiscations-Forfeitures	-	250	-	0.00%
Proceeds From Sale of Confiscations	-	750	665	88.67%
Court Costs	163	12,000	300	2.50%
Drug Testing Fees	-	150	-	0.00%
Expungements	-	50	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	1,000	30,000	17,500	58.33%
Other Forfeitures	-	250	-	0.00%
Total Fines and Forfeitures	48,028	548,450	358,105	65.29%



GENERAL FUND REVENUE DETAIL
As of June 30, 2023

	June 2023		YTD	% of Annual
	Transactions	2023 Budget	Transactions	Budget
Grant Revenue	400	5,000	10,398	207.96%
Probation Fees	1,087	20,000	8,788	43.94%
Printing and Duplicating Service Fees	78	200	148	73.81%
Advertising Fees	-	500	-	0.00%
Accident/Incident Reports	160	2,000	1,010	50.50%
Wrecker Service Contract	-	18,500	18,500	100.00%
Background Checks	60	750	500	66.67%
Bad Check Fees	-	100	-	0.00%
Miscellaneous Revenue	-	10,428	3,124	29.96%
Rents and Royalties	-	5,000	-	0.00%
Reimbursement for Damaged Property	3,130	2,500	16,841	673.65%
Total Miscellaneous Income	4,915	64,978	59,309	91.27%
Interest Revenue	20,572	10,000	78,460	784.60%
Unrealized Gain or Loss on Investments	(304)	5,000	-	0.00%
Total Investment Income	20,269	15,000	78,460	523.07%
Inception of Capitla Leases	-	232,112	335,072	144.36%
Transfers from other funds	-	-	1,920,000	100%
Proceeds from Sale of Assets	-	25,000	69,835	279.34%
Donations from Private Sources	-	5,000	-	0.00%
Total Other Financing Sources	-	262,112	2,324,907	886.99%
TOTAL GENERAL FUND REVENUES	\$ 329,406	\$ 12,050,000	\$ 4,821,307	40.01%



**General Fund Expenditures
As of June 30, 2023**

	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Governing Body				
Salaries & Wages-Council	3,500	42,000	21,000	50.00%
Employee Benefits-Medical	7,625	90,863	45,503	50.08%
Employee Benefits-Dental	325	3,854	1,949	50.58%
Employee Benefits-ADD Life	69	882	484	54.93%
FICA	131	2,604	787	30.22%
Medicare	31	609	184	30.23%
Employee Benefits-Retirement	291	3,488	1,744	50.00%
Unemployment	17	144	101	70.00%
Workers Comp Insurance	-	107	118	110.02%
Total Salaries and Benefits	11,988	144,551	71,871	49.72%
Communications	195	600	422	70.28%
Travel	-	2,000	-	0.00%
Dues and Fees	216	750	1,085	144.61%
Education and Training	-	3,500	630	18.00%
Other Expenditures	-	500	186	37.25%
General Supplies and Materials	-	250	-	0.00%
Small Equipment	-	250	-	0.00%
Other Supplies - Uniforms	-	350	-	0.00%
Total Operations	411	8,200	2,323	28.32%
City Manager				
Salaries & Wages	19,610	169,950	84,975	50.00%
Employee Benefits-Medical	839	10,162	5,035	49.55%
Employee Benefits-Dental	92	1,086	550	50.65%
Employee Benefits-ADD Life	12	147	86	58.33%
Employee Benefits-Disability	84	1,008	588	58.33%
FICA	1,213	9,114	5,255	57.66%
Medicare	284	2,464	1,229	49.87%
Employee Benefits-Retirement	1,176	14,115	7,058	50.00%
Unemployment	-	38	46	120.00%
Workers' Comp. Insurance	-	727	800	110.01%
Total Salaries and Benefits	23,309	208,811	105,621	50.58%
Communications	40	600	392	65.28%
Travel	-	50	-	0.00%
Dues and Fees	294	2,000	1,633	81.66%
Education and Training	-	1,500	299	19.93%
Other Expenditures	47	1,000	834	83.43%
General Supplies and Materials	-	250	50	19.92%
Small Equipment	-	-	440	100%
Total Operations	381	5,400	3,648	67.55%
City Clerk				
Salaries & Wages	20,656	165,576	74,549	45.02%
Employee Benefits-Medical	2,876	51,786	13,009	25.12%
Employee Benefits-Dental	76	1,658	320	19.30%
Employee Benefits-ADD Life	31	368	153	41.62%
Employee Benefits-Disability	116	1,078	596	55.26%
FICA	1,219	10,266	4,383	42.69%
Medicare	285	2,401	1,025	42.69%
Employee Benefits-Retirement	1,146	13,752	6,876	50.00%
Unemployment	12	95	131	138.06%
Workers' Comp. Insurance	-	422	464	110.01%
Total Salaries and Benefits	26,416	247,402	101,506	41.03%



**General Fund Expenditures
As of June 30, 2023**

	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services	-	5,000	-	0.00%
Communications	63	300	405	135.11%
Advertising	-	250	-	0.00%
Travel	-	2,500	-	0.00%
Dues and Fees	300	6,500	4,307	66.25%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	500	158	31.53%
General Supplies and Materials	28	250	190	75.84%
General Supplies - Postage	1	200	42	20.89%
Small Equipment	-	3,500	1,524	43.53%
Software	-	21,000	3,432	16.34%
Other Supplies - Uniforms	-	150	-	0.00%
Total Operations	391	41,650	10,056	24.15%
Elections				
Advertising	-	1,500	-	0.00%
Intergovernmental - Elections	-	-	-	100%
Total Operations	-	1,500	-	100.00%
Contingency				
Contingency	-	120,500	-	0.00%
Total Operations	-	120,500	-	0.00%
Financial Administration				
Salaries & Wages	26,740	220,027	110,754	50.34%
Employee Benefits-Medical	5,380	81,993	29,199	35.61%
Employee Benefits-Dental	44	2,173	263	12.12%
Employee Benefits-ADD Life	37	441	233	52.78%
Employee Benefits-Disability	162	1,417	1,029	72.60%
FICA	1,536	13,642	6,408	46.97%
Medicare	359	3,190	1,498	46.97%
Employee Benefits-Retirement	1,523	18,275	9,138	50.00%
Unemployment	-	114	137	120.00%
Workers' Comp. Insurance	-	561	617	110.01%
Total Salaries and Benefits	35,781	341,833	159,275	46.59%
Professional Services - Audit	-	27,750	12,800	46.13%
Advertising/Promotions	-	1,500	-	0.00%
Printing and Binding	983	2,000	983	49.17%
Travel	-	150	-	0.00%
Dues and Fees	118	12,500	6,942	55.53%
Education and Training	469	1,500	919	61.27%
Other Expenditures	-	150	204	135.76%
General Supplies and Materials	43	1,000	1,077	107.69%
General Supplies-Postage	169	6,000	1,084	18.06%
Small Equipment	-	250	212	84.72%
Software	-	5,200	2,475	47.60%
Total Operations	1,782	58,000	26,695	46.03%
Licensing				
Salaries & Wages	2,822	24,307	12,228	50.31%
Employee Benefits-Medical	751	4,674	4,543	97.19%
Employee Benefits-Dental	27	204	144	70.38%
Employee Benefits-ADD Life	6	74	43	57.92%
Employee Benefits-Disability	15	171	110	64.18%
FICA	155	1,507	673	44.65%
Medicare	36	352	157	44.70%
Employee Benefits-Retirement	168	2,019	1,010	50.00%
Unemployment	-	19	23	120.00%
Workers' Comp. Insurance	-	31	34	110.00%



General Fund Expenditures
As of June 30, 2023

	June 2023			% of Annual
	Transactions	2023 Budget	YTD Transactions	Budget
<i>Total Salaries and Benefits</i>	<u>3,981</u>	<u>33,358</u>	<u>18,964</u>	<u>56.85%</u>
General Supplies and Materials	-	100	-	0.00%
General Supplies - Postage	(0)	1,500	357	23.79%
Other Supplies-Uniforms	-	75	-	0.00%
<i>Total Operations</i>	<u>(0)</u>	<u>1,675</u>	<u>357</u>	<u>21.30%</u>
<i>Legal</i>				
Professional Services - Legal	7,559	15,000	21,040	140.27%
<i>Total Operations</i>	<u>7,559</u>	<u>15,000</u>	<u>21,040</u>	<u>140.27%</u>
<i>Information Technology</i>				
Salaries & Wages	9,192	79,660	39,545	49.64%
Employee Benefits-Medical	795	18,119	4,771	26.33%
Employee Benefits-Dental	92	1,086	550	50.65%
Employee Benefits-ADD Life	8	147	56	37.90%
Employee Benefits-Disability	56	480	379	78.87%
FICA	535	4,939	2,299	46.55%
Medicare	125	1,155	538	46.55%
Employee Benefits-Retirement	551	6,616	3,308	50.00%
Unemployment	-	38	46	120.00%
Workers' Comp. Insurance	-	203	223	110.01%
<i>Total Salaries and Benefits</i>	<u>11,353</u>	<u>112,443</u>	<u>51,715</u>	<u>45.99%</u>
Professional Services		25,000	-	0.00%
Communications	122	600	503	83.79%
Dues and Fees	18	500	479	95.78%
Other Expenditures	-	250	15	6.07%
General Supplies and Materials	-	500	2	0.40%
Small Equipment	-	3,500	6,673	190.65%
Software	5,242	135,000	133,057	98.56%
<i>Total Operations</i>	<u>5,382</u>	<u>165,350</u>	<u>140,729</u>	<u>85.11%</u>
<i>Human Resources</i>				
Salaries & Wages	6,656	57,686	26,624	46.15%
Employee Benefits-Medical	421	5,081	2,528	49.76%
Employee Benefits-Dental	14	164	82	49.98%
Employee Benefits-ADD Life	6	74	43	57.91%
Employee Benefits-Disability	40	389	280	72.02%
FICA	404	3,577	1,616	45.17%
Medicare	94	836	378	45.19%
Employee Benefits-Retirement	399	4,791	2,396	50.00%
Unemployment	-	19	12	65.68%
Workers' Comp. Insurance	-	147	162	110.01%
<i>Total Salaries and Benefits</i>	<u>8,035</u>	<u>72,764</u>	<u>34,121</u>	<u>46.89%</u>



**General Fund Expenditures
As of June 30, 2023**

	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services - Audit	-	30,000	-	0.00%
Advertising/Promotions	-	100	-	0.00%
Communications	23	300	136	45.29%
Travel	-	1,000	-	0.00%
Dues and Fees	1	1,500	861	57.42%
Education and Training	-	1,000	285	28.50%
Other Expenditures	-	500	44	8.85%
General Supplies and Materials	-	250	297	118.91%
General Supplies-Postage	-	200	-	0.00%
Small Equipment	-	3,500	247	7.07%
Software	-	6,000	1,167	19.44%
Other Supplies - Uniforms	-	150	-	0.00%
Total Operations	23	44,500	3,038	6.83%
Risk Management				
Professional Services	-	15,000	15,000	100.00%
Liability Insurance	(0)	256,800	182,899	71.22%
Total Operations	(0)	271,800	197,899	72.81%
General Government Building				
Salaries & Wages	6,594	67,365	30,055	44.62%
Employee Benefits-Medical	790	10,162	4,743	46.67%
Employee Benefits-Dental	27	326	164	50.26%
Employee Benefits-ADD Life	12	147	86	58.33%
Employee Benefits-Disability	32	334	225	67.34%
FICA	395	4,177	1,808	43.30%
Medicare	92	977	423	43.30%
Employee Benefits-Retirement	327	3,926	1,963	50.00%
Unemployment	6	76	79	104.00%
Workers' Comp. Insurance	-	4,921	5,414	110.01%
Total Salaries and Benefits	8,278	92,411	44,960	48.65%
Issuance Cost	-	-	45,000	100%
Professional Services	-	250	-	0.00%
Disposal - Garbage	31	500	153	30.66%
Lawn Care	48	350	193	55.01%
Pest Control	-	1,600	881	55.05%
Repairs and Maintenance	-	16,000	2,866	17.91%
Repairs and Maintenance - Vehicles	18	2,500	9,086	363.44%
Rental of Equipment	576	6,500	3,067	47.19%
Communications	40	12,000	9,685	80.71%
Printing and Binding	-	-	4	100%
Dues and Fees	1	750	856	114.15%
Other Expenditures	125	2,000	296	14.81%
General Supplies and Materials	634	8,000	3,542	44.28%
General Supplies - postage	-	-	9	100%
Water and Sewer	275	2,000	5,296	264.81%
Natural Gas	278	2,000	1,318	65.88%
Electricity	1,071	15,000	5,162	34.41%
Gasoline and Diesel	261	3,500	1,516	43.32%
Small Equipment	-	2,000	750	37.51%
Software	-	750	-	0.00%
Other Supplies-Uniforms	-	100	-	0.00%
Capital Outlay - Sites	-	-	-	100%
Capital Outlay - Buildings	-	-	-	100%
Total Operations & Capital	3,358	75,800	89,680	118.31%
TOTAL GENERAL GOVERNMENT	\$ 148,430	\$ 2,062,948	\$ 1,083,495	52.52%



**General Fund Expenditures
As of June 30, 2023**

	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
<i>Municipal Court</i>				
Salaries & Wages	19,053	177,070	82,621	46.66%
Salaries & Wages - Overtime	-	1,000	-	0.00%
Employee Benefits-Medical	2,674	55,613	25,777	46.35%
Employee Benefits-Dental	11	2,131	917	43.01%
Employee Benefits-ADD Life	37	441	257	58.33%
Employee Benefits-Disability	116	1,170	801	68.42%
FICA	1,120	11,040	4,815	43.62%
Medicare	262	2,582	1,126	43.62%
Employee Benefits-Retirement	1,149	13,793	6,897	50.00%
Unemployment	-	152	137	90.00%
Workers' Compensation	-	454	499	110.01%
<i>Total Salaries and Benefits</i>	24,422	265,446	123,847	46.66%
Professional Services - Public Defender	390	10,000	3,117	31.17%
Professional Services - Solicitor/Judge	8,000	120,000	44,000	36.67%
Rental of Equipment	114	1,750	714	40.83%
Communications	38	500	228	45.61%
Advertising	-	50	-	0.00%
Printing & Binding	-	100	-	0.00%
Travel	-	1,000	537	53.70%
Dues and Fees	138	750	982	130.90%
Education and Training	-	675	975	144.44%
Other Expenditures	-	150	91	60.44%
General Supplies and Materials	97	1,500	562	37.48%
General Supplies and Materials Postage	-	750	236	31.49%
Food Supplies	221	4,100	1,150	28.06%
Small Equipment	-	500	110	22.00%
Software	835	20,000	5,539	27.70%
Intergovernmental - Inmate Housing	165	7,500	22,055	294.07%
Payment to Other Agencies	13,996	-	91,383	100%
<i>Total Operations</i>	23,994	169,325	171,680	101.39%
TOTAL JUDICIAL	\$ 48,416	\$ 434,771	\$ 295,527	67.97%
<i>Police Administration</i>				
Salaries & Wages	59,048	566,854	264,303	46.63%
Salaries & Wages-Overtime	-	4,000	427	10.67%
Employee Benefits-Medical	7,072	95,310	43,245	45.37%
Employee Benefits-Dental	327	3,892	1,991	51.16%
Employee Benefits-ADD Life	66	956	471	49.27%
Employee Benefits-Disability	331	3,478	2,339	67.24%
FICA	3,571	35,641	16,016	44.94%
Medicare	835	8,335	3,746	44.94%
Employee Benefits-Retirement	3,769	45,231	22,616	50.00%
Unemployment	-	304	342	112.44%
Workers' Compensation	-	17,862	19,651	110.01%
<i>Total Salaries and Benefits</i>	75,019	781,863	375,145	47.98%
Professional Services	(400)	1,000	-	0.00%
Repair & Maintenance-Vehicle	513	5,500	4,643	84.41%
Rental of Equipment	482	5,000	2,808	56.15%
Communications	215	2,500	1,337	53.48%
Advertising	-	5,000	2,703	54.07%
Printing and Binding	-	600	-	0.00%
Travel	-	6,000	1,041	17.35%
Dues and Fees	403	5,000	4,086	81.71%
Education and Training	-	6,000	2,959	49.32%
Other Expenditures	130	2,000	700	34.99%
General Supplies and Materials	140	2,000	897	44.85%
General Supplies - Postage	87	1,000	279	27.95%
Gasoline/Diesel	1,101	18,000	5,137	28.54%



**General Fund Expenditures
As of June 30, 2023**

	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Small Equipment	-	4,000	1,707	42.67%
Software	13	1,000	80	8.02%
Other Supplies - Uniforms	-	4,500	911	20.24%
Capitaloutlay - Vehicles	-	-	45,439	100%
Total Operations and Capital	<u>2,685</u>	<u>69,100</u>	<u>74,727</u>	<u>108.14%</u>
Criminal Investigation Division				
Salaries & Wages	42,400	290,027	178,497	61.54%
Salaries & Wages-Overtime	421	6,000	2,699	44.98%
Employee Benefits-Medical	7,653	82,116	44,251	53.89%
Employee Benefits-Dental	367	4,345	2,200	50.63%
Employee Benefits-ADD Life	61	588	404	68.75%
Employee Benefits-Disability	235	1,823	1,551	85.07%
FICA	2,530	18,354	10,695	58.27%
Medicare	592	4,292	2,501	58.28%
Employee Benefits-Retirement	2,049	24,587	12,294	50.00%
Unemployment	-	152	182	120.00%
Workers' Compensation	-	11,057	12,164	110.01%
Total Salaries and Benefits	<u>56,307</u>	<u>443,341</u>	<u>267,439</u>	<u>60.32%</u>
Professional Services	-	750	-	0.00%
Repair & Maintenance-Vehicle	1,932	3,000	4,269	142.29%
Communications	216	1,500	1,426	95.08%
Printing and Binding	-	250	-	0.00%
Travel	(268)	2,000	234	11.72%
Dues and Fees	11	750	430	57.39%
Education and Training	850	2,500	1,095	43.80%
Other Expenditures	-	500	577	115.39%
General Supplies and Materials	-	1,000	269	26.89%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	1,030	10,000	4,714	47.14%
Small Equipment	28	3,000	2,990	99.67%
Software	0	5,500	2,850	51.82%
Other Supplies - Uniforms	-	1,000	926	92.60%
Total Operations and Capital	<u>3,800</u>	<u>31,800</u>	<u>19,780</u>	<u>62.20%</u>
Vice				
Salaries & Wages	7,906	64,598	35,229	54.54%
Salaries & Wages-Overtime	494	2,000	3,901	195.04%
Employee Benefits-Medical	795	10,162	4,768	46.92%
Employee Benefits-Dental	27	328	164	49.96%
Employee Benefits-ADD Life	12	147	86	58.33%
Employee Benefits-Disability	44	397	301	75.75%
FICA	498	4,129	2,331	56.47%
Medicare	116	966	545	56.45%
Employee Benefits-Retirement	461	5,531	2,766	50.00%
Unemployment	-	38	46	120.00%
Workers' Compensation	-	2,487	2,736	110.01%
Capital Outlay - Vehicles	-	-	42,574	
Total Salaries and Benefits	<u>10,353</u>	<u>90,783</u>	<u>95,447</u>	<u>105.14%</u>



**General Fund Expenditures
As of June 30, 2023**

	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Repairs & Maintenance Vehicles	6	2,500	191	7.63%
Dues and Fees	2,753	100	2,792	2792.46%
Gasoline	356	5,000	1,383	27.66%
Small Equipment	2,026	-	2,026	100%
Total Operations and Capital	5,142	7,600	6,393	84.12%
Patrol				
Salaries & Wages	188,587	1,767,665	819,668	46.37%
Salaries & Wages-Overtime	5,426	52,000	20,235	38.91%
Employee Benefits-Medical	32,675	440,306	203,931	46.32%
Employee Benefits-Dental	1,258	19,737	7,850	39.77%
Employee Benefits-ADD Life	270	4,116	2,082	50.59%
Employee Benefits-Disability	990	11,314	7,486	66.16%
FICA	11,506	113,191	49,818	44.01%
Medicare	2,691	26,472	11,651	44.01%
Employee Benefits-Retirement	12,636	151,632	75,817	50.00%
Unemployment	31	1,064	1,134	106.62%
Workers' Compensation	-	68,189	75,017	110.01%
Total Salaries and Benefits	256,069	2,655,686	1,274,689	48.00%
Professional Services	1,150	5,000	1,150	23.00%
Repair & Maintenance	66	5,000	2,444	48.89%
Repair & Maintenance-Vehicle	5,181	70,000	54,401	77.72%
Communications	1,935	15,000	11,406	76.04%
Printing and Binding	-	500	54	10.80%
Travel	(21)	7,000	2,050	29.29%
Dues and Fees	86	4,000	7,303	182.56%
Education & Training	-	12,000	3,917	32.64%
Other Expenditures	223	2,000	605	30.26%
General Supplies and Materials	-	4,000	1,982	49.56%
Gasoline and Diesel	9,421	130,000	44,341	34.11%
Small Equipment	63	20,000	20,084	100.42%
Software	-	20,000	6,350	31.75%
Other Supplies - Uniforms	860	51,000	6,725	13.19%
Capital Outlay - Vehicles	-	-	201,620	100%
Payment to Other Agencies	1,469	7,500	8,487	113.15%
Total Operations and Capital	20,432	353,000	372,918	105.64%
Police Training				
Salaries & Wages	8,393	68,488	36,148	52.78%
Salaries & Wages-Overtime	-	2,000	580	29.00%
Employee Benefits-Medical	839	10,163	5,035	49.54%
Employee Benefits-Dental	27	328	164	49.96%
Employee Benefits-ADD Life	12	147	86	58.33%
Employee Benefits-Disability	47	441	327	74.05%
FICA	517	4,370	2,264	51.80%
Medicare	121	1,022	529	51.80%
Employee Benefits-Retirement	488	5,854	2,927	50.00%
Unemployment	-	38	46	120.00%
Workers' Compensation	-	2,633	2,897	110.01%
Total Salaries and Benefits	10,445	95,484	51,001	53.41%
Repair & Maintenance-Vehicle	6	2,000	1,624	81.22%
Travel	(738)	4,000	200	5.00%
Dues and Fees	1	750	567	75.66%
Education and Training	-	6,000	-	0.00%
General Supplies and Materials	-	2,000	262	13.09%
Weapons Supplies & Ammunition	-	40,000	904	2.26%
Gasoline and Diesel	181	2,000	682	34.09%
Small Equipment	-	10,000	1,200	12.00%
Other Supplies - Uniforms	-	500	587	117.30%
Capital Outlay - Vehicles	-	-	45,439	100%



**General Fund Expenditures
As of June 30, 2023**

	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Intergovernmental	-	2,500	2,500	100.00%
<i>Total Operations and Capital</i>	(549)	69,750	53,965	77.37%
<i>Police Stations and Buildings</i>				
Professional Services	-	250	-	0.00%
Disposal-Garbage/Recycle	92	1,500	460	30.66%
Pest Control	-	1,000	514	51.38%
Repairs and Maintenance	497	12,000	5,591	46.60%
Rental of Land & Building	3,521	45,000	24,649	54.78%
Communications	-	12,000	9,444	78.70%
General Supplies and Materials	279	3,000	1,692	56.40%
Water/Sewer	450	5,000	2,443	48.85%
Electricity	1,071	12,000	5,067	42.23%
Small Equipment	-	9,200	310	3.37%
Software	-	1,300	-	0.00%
<i>Total Operations</i>	5,910	102,250	50,170	49.07%
<i>Probation</i>				
Salaries & Wages	8,570	68,691	37,553	54.67%
Employee Benefits-Medical	843	10,161	4,992	49.13%
Employee Benefits-Dental	27	328	164	49.96%
Employee Benefits-ADD Life	12	147	86	58.33%
Employee Benefits-Disability	51	426	347	81.57%
FICA	528	4,259	2,315	54.35%
Medicare	124	996	541	54.35%
Employee Benefits-Retirement	475	5,705	2,853	50.00%
Unemployment	-	38	46	120.00%
Workers' Compensation	-	2,566	2,823	110.01%
<i>Total Salaries and Benefits</i>	10,630	93,317	51,720	55.42%
Communications	40	500	242	48.34%
Travel	-	500	-	100%
Dues and Fees	1	250	99	39.77%
Education and Training	-	250	-	0.00%
General Supplies and Materials	-	250	30	12.10%
Software	250	3,000	1,500	50.00%
Other Supplies - Uniforms	-	1,000	130	13.00%
<i>Total Operations and Capital</i>	292	5,750	2,001	34.81%
<i>Fire Services</i>				
Intergovernmental-Fire Services	-	-	-	0.00%
Total Fire Services	-	-	-	0.00%
TOTAL PUBLIC SAFETY	\$ 456,533	\$ 4,799,724	\$ 2,695,395	56.16%
<i>Highways and Streets</i>				
Professional Services-Engineering	1,200	100	1,200	1200.00%
Disposal-Garbage/Recycling	-	1,200	-	0.00%
Pest Control	-	250	699	279.60%
Repairs & Maintenance	17,423	75,000	32,441	43.26%
Repairs & Maintenance-Vehicles	6	5,000	36	0.72%
Rental of Equipment	340	2,000	2,307	115.35%
Dues and Fees	-	-	986	100%
Contract Labor	36,981	475,000	221,886	46.71%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	500	60	11.99%
Water and Sewer	60	-	290	100%
Electricity	60	1,500	295	19.63%
Gasoline/Diesel	369	5,000	878	17.56%
Small Equipment	-	1,000	2,780	278.05%



**General Fund Expenditures
As of June 30, 2023**

	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Capital Outlay Infrastructure	-	3,035,480	-	0.00%
Total Operations	<u>56,438</u>	<u>3,602,280</u>	<u>263,859</u>	<u>7.32%</u>
 Street Lights				
Repairs & Maintenance	-	5,000	17,376	347.52%
Electricity-Street Lights	<u>11,893</u>	<u>130,000</u>	<u>58,917</u>	<u>45.32%</u>
Total Street Lights	<u>11,893</u>	<u>135,000</u>	<u>76,293</u>	<u>56.51%</u>
 Traffic Lights				
Repairs & Maintenance	-	20,000	6,371	31.86%
Electricity-Traffic Lights	<u>230</u>	<u>3,000</u>	<u>1,055</u>	<u>35.15%</u>
Total Traffic Lights	<u>230</u>	<u>23,000</u>	<u>7,426</u>	<u>32.29%</u>
 TOTAL PUBLIC WORKS	<u>\$ 68,561</u>	<u>\$ 3,760,280</u>	<u>\$ 347,578</u>	<u>9.24%</u>
 Tree Commission				
Repairs & Maintenance	-	31,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
General Supplies & Materials	-	750	29	3.87%
Books and Periodicals	<u>-</u>	<u>500</u>	<u>-</u>	<u>0.00%</u>
Total Operations	<u>-</u>	<u>35,000</u>	<u>29</u>	<u>0.08%</u>
 Culture and Recreation				
Intergovernmental-Sequoyah Regional	<u>-</u>	<u>4,000</u>	<u>4,000</u>	<u>100.00%</u>
 TOTAL CULTURE AND RECREATION	<u>\$ -</u>	<u>\$ 39,000</u>	<u>\$ 4,029</u>	<u>10.33%</u>
 Building Inspections				
Salaries & Wages	21,365	224,867	97,339	43.29%
Employee Benefits-Medical	2,436	38,441	15,978	41.57%
Employee Benefits-Dental	136	1,623	745	45.92%
Employee Benefits-ADD Life	37	515	270	52.34%
Employee Benefits-Disability	142	1,521	1,020	67.03%
FICA	1,298	13,973	5,921	42.38%
Medicare	304	3,268	1,385	42.38%
Employee Benefits-Retirement	1,963	18,718	11,780	62.93%
Unemployment	-	152	182	120.00%
Workers' Compensation	<u>-</u>	<u>2,621</u>	<u>2,883</u>	<u>110.01%</u>
Total Salaries and Benefits	<u>27,682</u>	<u>305,699</u>	<u>137,503</u>	<u>44.98%</u>



**General Fund Expenditures
As of June 30, 2023**

	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Professional Services-Legal	-	1,000	-	0.00%
Repairs & Maintenance - Vehicles	136	3,000	785	26.18%
Communications	157	2,500	940	37.58%
Advertising -Promotions	-	10,000	-	0.00%
Printing & Binding	-	200	-	0.00%
Travel	-	1,000	-	0.00%
Dues and Fees	20	1,000	722	72.24%
Education and Training	-	1,000	573	57.25%
Other Expenditures	-	250	163	65.06%
General Supplies and Materials	-	250	-	0.00%
General Supplies - Postage	1	-	24	100%
Gasoline/Diesel	92	4,000	834	20.84%
Books and Periodicals-Code Books	-	100	-	0.00%
Small Equipment	-	1,500	933	62.18%
Software	-	4,000	3,366	84.15%
Other Supplies - Uniforms	-	250	-	0.00%
Total Operations	405	30,050	8,339	27.75%
 Urban Redevelopment and Housing				
Intergovernmental	-	-	-	0.00%
Total Operations	-	-	-	100%
 Planning and Zoning				
Salaries & Wages	16,995	131,441	65,147	49.56%
Employee Benefits-Medical	3,761	28,501	21,025	73.77%
Employee Benefits-Dental	100	390	564	144.53%
Employee Benefits-ADD Life	25	294	173	58.85%
Employee Benefits-Disability	118	1,057	807	76.35%
FICA	977	8,149	3,719	45.64%
Medicare	229	1,906	872	45.76%
Employee Benefits-Retirement	507	10,917	3,041	27.85%
Unemployment	(3)	76	96	126.32%
Workers' Compensation	(229)	6,262	5,515	88.07%
Total Salaries and Benefits	22,479	188,993	100,959	53.42%
 Professional Services-Engineering				
Professional Services-Legal	656	7,000	4,218	60.25%
Technical Services - Planning	-	2,500	-	0.00%
Communications	40	600	242	40.29%
Advertising	-	20,000	858	4.29%
Printing & Binding	-	500	6,058	1211.68%
Travel	248	1,000	248	24.80%
Dues and Fees	5	2,500	1,975	79.00%
Education and Training	-	750	48	6.33%
Planning & Zoning Meeting Fees	441	3,000	2,254	75.13%
Other Expenditures	-	250	142	56.77%
General Supplies and Materials	-	250	1,485	593.87%
General Supplies - Postage	96	1,000	379	37.90%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	14	250	5,339	2135.72%
Software	-	30,500	-	0.00%
Total Operations	8,414	145,150	52,359	36.07%



**General Fund Expenditures
As of June 30, 2023**

	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
<i>Economic Development</i>				
Salaries & Wages	1,522	13,190	6,581	49.89%
FICA	91	819	393	47.99%
Medicare	21	191	92	48.13%
Employee Benefits - Retirement	91	1,095	548	50.00%
Workers Comp Insurance	-	56	62	110.00%
<i>Total Salaries & Benefits</i>	<u>1,725</u>	<u>15,351</u>	<u>7,675</u>	<u>50.00%</u>
Professional Services	-	-	-	0.00%
<i>Total Operations</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>100.00%</u>
<i>Main Street Program</i>				
Salaries and Wages	7,102	60,551	30,711	50.72%
Employee Benefits - Medical	1,508	18,122	9,051	49.94%
Employee Benefits - Dental	92	1,086	550	50.65%
Employee Benefits - Add Life	12	147	86	58.33%
Employee Benefits - Disability	62	635	428	67.32%
FICA	424	3,816	1,834	48.06%
Medicare	99	892	429	48.08%
Employee Benefits - Retirement	426	5,112	2,556	50.00%
Unemployment	-	38	39	102.00%
Workers Comp Insurance	-	263	289	110.02%
<i>Total Salaries and Benefits</i>	<u>9,725</u>	<u>90,662</u>	<u>45,972</u>	<u>50.71%</u>
Communications	40	600	407	67.78%
Travel	-	700	388	55.43%
Dues and Fees	133	1,400	1,531	109.38%
Education and Training	-	1,300	650	50.00%
Other Expenditures	-	-	143	100%
Supplies - Special Events	-	-	2,200	100%
Software	-	1,000	-	0.00%
<i>Total Operations</i>	<u>173</u>	<u>5,000</u>	<u>5,319</u>	<u>106.39%</u>
<i>Intergovernmental</i>				
Intergovernmental - COED	-	13,000	13,000	100.00%
Total Intergovernmental	<u>-</u>	<u>13,000</u>	<u>13,000</u>	<u>100.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 70,603</u>	<u>\$ 793,905</u>	<u>\$ 371,126</u>	<u>46.75%</u>
<i>Capital Lease</i>				
Capital lease - Interest	2,867	-	8,913	100%
Capital lease - Other debt	-	-	78,722	100%
Capital lease Principal	7,568	113,781	23,532	20.68%
TOTAL CAPITAL LEASE	<u>\$ 10,435</u>	<u>\$ 113,781</u>	<u>\$ 111,166</u>	<u>97.70%</u>
<i>Other Financing Uses</i>				
Transfer to Other Funds	-	45,591	2,606,593	5717.34%
TOTAL OTHER FINANCING USES	<u>\$ -</u>	<u>\$ 45,591</u>	<u>\$ 2,606,593</u>	<u>5717.34%</u>
TOTAL GENERAL FUND EXPENDITURES	<u>\$ 802,978</u>	<u>\$ 12,050,000</u>	<u>\$ 7,514,908</u>	<u>62.36%</u>



**American Rescue Plan (ARP) Act of 2021
As of June 30, 2023**

REVENUES:	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Interest Revenue	8,410	1,500	36,901	2460.08%
Miscellaneous Revenue	-	5,767,700	-	0.00%
TOTAL REVENUES	\$ 8,410	\$ 5,769,200	\$ 36,901	0.64%
EXPENDITURES:				
Intergovernmental Fire Services	-	3,150,975	3,239,490	102.81%
Repairs & Maintenance	10,575	-	10,575	100%
Capital Outlay - Infrastructure	-	2,618,225	-	0.00%
TOTAL EXPENDITURES	\$ 10,575	\$ 5,769,200	\$ 3,250,065	56.33%



Operating Grant Fund
As of June 30, 2023

REVENUES:	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Atlanta Regional Commission Grant	30,928	75,000	77,028	102.70%
TOTAL REVENUES	\$ 30,928	\$ 75,000	\$ 77,028	102.70%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	23,681	75,000	91,587	122.12%
TOTAL EXPENDITURES	\$ 23,681	\$ 75,000	\$ 91,587	122.12%



Parks & Recreation Fund
As of June 30, 2023

REVENUES:	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Alcoholic Bev Excise Tax Beer & Wine	22,858	300,000	122,441	40.81%
Alcoholic Bev Excise Tax Distilled Spirit	10,669	120,000	51,752	43.13%
Local Option Mixed Drink Tax	6,353	60,000	36,551	60.92%
Penalties and Interest	58	-	325	100%
Miscellaneous Revenue	-	-	2	100%
Transfers from General Fund	-	-	1,920,000	100%
Rents and Royalties	2,694	20,000	6,670	33.35%
TOTAL REVENUES	\$ 42,631	\$ 500,000	\$ 2,137,741	427.55%
EXPENDITURES:				
Disposal - Garbage Depot	-	500	-	0.00%
Pest Control - Depot	-	750	409	54.50%
Repairs & Maintenance - Depot	-	5,000	1,110	22.21%
Communications	5	1,750	697	39.82%
General Supplies - Depot	-	1,500	12	0.80%
Water/Sewer - Depot	12	250	66	26.29%
Natural Gas - Depot	190	2,300	831	36.12%
Electricity - Depot	272	5,000	793	15.85%
Small Equipment - Depot	-	500	-	0.00%
Professional Services	8,900	-	12,140	100%
Capital Outlay - Buildings	-	250,000	-	0.00%
Disposal - Garbage Parks	146	1,000	730	72.97%
Lawn Care	614	8,000	4,376	54.70%
Pest Control - Parks	-	750	383	51.03%
Repairs & Maintenance - Parks	1,860	48,825	21,100	43.22%
Rental - Equipment & Land	-	1,000	-	0.00%
Communications	40	375	242	64.46%
Advertising	-	-	306	100%
Dues and Fees	-	500	420	84.00%
Contract Labor	3,450	60,000	21,825	36.38%
General Supplies and Materials - Parks	-	2,000	385	19.24%
Water/Sewer - Parks	665	6,000	3,100	51.67%
Electricity - Parks	544	3,500	1,962	56.05%
Small Equipment - Parks	-	500	-	0.00%
Capital Outlay - Sites	-	-	1,134,430	100%
Capital Outlay - Site Improvements	-	100,000	39,782	39.78%
Capital Outlay - Improv JC Mullins	-	-	49,788	100%
Capital Outlay - Improv Barrett Park	701	-	8,121	100%
Capital Outlay - Improv Barrett Spring	531	-	5,305	100%
Capital Outlay - Buildings	-	-	737,781	100%
Transfers to Other Funds	-	-	179,368	100%
TOTAL EXPENDITURES	\$ 17,929	\$ 500,000	\$ 2,225,460	445.09%



**Tax Allocation District Fund
As of June 30, 2023**

REVENUES:	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Intergovernmental Cherokee County Governr	-	59,289	4,066	6.86%
Intergovernmental Cherokee County School E	-	195,255	118,413	60.65%
Transfers from General Fund	-	45,591	-	0.00%
TOTAL REVENUES	\$ -	\$ 300,135	\$ 122,479	40.81%
EXPENDITURES:				
Transfer to Debt Service Fund	-	300,135	39,619	13.20%
TOTAL EXPENDITURES	\$ -	\$ 300,135	\$ 39,619	13.20%



Hotel/Motel Tax Fund
As of June 30, 2023

REVENUES:	June 2023	2023 Budget	YTD	% of Annual
	Transactions		Transactions	Budget
Hotel/Motel Taxes	535	6,000	2,543	42.39%
TOTAL REVENUES	\$ 535	\$ 6,000	\$ 2,543	42.39%
EXPENDITURES:				
Advertising/Promotions	-	5,000	-	0.00%
Payment to Other Agencies	-	1,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 6,000	\$ -	0.00%



**Urban Redevelopment Agency
As of June 30, 2023**

	June 2023		YTD	% of Annual
REVENUES:	Transactions	2023 Budget	Transactions	Budget
Proceeds from General Long-term D	771,182	3,454,000	2,523,759	73.07%
TOTAL REVENUES	\$ 771,182	\$ 3,454,000	\$ 2,523,759	73.07%
EXPENDITURES:				
Transfer to Town Center Fund	771,182	3,454,000	2,523,759	73.07%
TOTAL EXPENDITURES	\$ 771,182	\$ 3,454,000	\$ 2,523,759	73.07%



SPLOST III Fund
As of June 30, 2023

	June 2023		YTD		% of Annual
REVENUES:	Transactions	2023 Budget	Transactions		Budget
Transfer from Other Funds	-	-	22,150		100%
Special Assessments - Crestmont	-	5,964	-		0.00%
Prior Year Fund Balance	-	284,036	-		0.00%
TOTAL REVENUES	\$ -	\$ 290,000	\$ 22,150		7.64%
EXPENDITURES:					
Capital Outlay-Infrastructure	-	-	(3,067)		100%
Capital Outlay-Infrastructure	-	290,000	44,597		15.38%
TOTAL EXPENDITURES	\$ -	\$ 290,000	\$ 41,530		14.32%



**SPLOST V Fund
As of June 30, 2023**

REVENUES:	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
SPLOST V Revenue	457,150	2,825,000	1,358,822	48.10%
Grant Revenue-LMIG	-	160,000	158,523	99.08%
Grant Revenue-SRTA	141,624	850,000	542,445	63.82%
Assessments - Roads & sidewalks	10,593	-	79,434	100%
Proceeds from GTIB Loan	143,887	8,000,000	1,598,862	19.99%
TOTAL REVENUES	\$ 753,255	\$ 11,835,000	\$ 3,738,086	31.59%
EXPENDITURES:				
Capital Outlay-Buildings	137,658	250,000.00	305,801	122.32%
Capital Outlay-Public Safety Equipment	0	10,000	15,021	150.21%
Capital Outlay-Sites	-	1,500,000	4,200	0.28%
Capital Outlay-LMIG	-	600,000	811	0.14%
Capital Outlay-HOTL Vehicle Bridge	-	-	89,035	100%
Capital Outlay-Industrial Connector	26,120	250,000	113,335	45.33%
Capital Outlay-HS Pkwy Phase II	207,987	4,750,000	2,372,870	49.96%
Capital Outlay-HS Pkwy Phase III	35,454	3,000,000	105,816	3.53%
Capital Outlay-Holly Street	-	100,000	-	0.00%
Capital Outlay-Equipment	9,919	25,000	9,919	39.68%
Capital Outlay - HS Pkwy Sidewalk	-	100,000	-	0.00%
Capital Outlay - Hickory Sidewalk	-	1,000,000	-	0.00%
Capital Outlay - Fox Creek/Turner Village	1,946	250,000	6,643	2.66%
TOTAL EXPENDITURES	\$ 419,083	\$ 11,835,000	\$ 3,023,451	25.55%



Town Center Fund
As of June 30, 2023

Revenues	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Transfer from Other Funds	771,182	3,754,000	2,848,759	75.89%
TOTAL REVENUES	\$ 771,182	\$ 3,754,000	\$ 2,848,759	75.89%
Expenditures				
Capital Outlay - Site Improvements	1,102,361	3,754,000	2,672,879	71.20%
Capital Outlay - Buildings	2,650	-	97,963	100%
Capital Outlay - Buildings Parking Deck	-	-	434	100%
TOTAL EXPENDITURES	\$ 1,105,011	\$ 3,754,000	\$ 2,771,275	73.82%



Debt Service Fund
As of June 30, 2023

Revenues	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Transfer from Other Funds	700,000	2,300,135	3,258,430	141.66%
TOTAL REVENUES	\$ 700,000	\$ 2,300,135	\$ 3,258,430	141.66%
Expenditures				
Contingency	-	814,869	-	0.00%
Debt Service - Bond Principal HSPRA	165,764	329,475	329,441	99.99%
Debt Service - Bond Interest HSPRA	13,604	29,300	29,295	99.98%
Debt Service - Bond Principal URA 2019	-	555,556	277,778	50.00%
Debt Service - Bond Principal URA 2020	115,385	230,770	115,385	50.00%
Debt Service - Bond Interest URA 2019	-	118,000	61,665	52.26%
Debt Service - Bond Interest URA 2020	34,263	67,355	34,263	50.87%
Debt Service - Bond Interest URA 2021	-	154,810	39,619	25.59%
TOTAL EXPENDITURES	\$ 329,016	\$ 2,300,135	\$ 887,446	38.58%



Stormwater Utility Fund
As of June 30, 2023

REVENUES:	June 2023	2023 Budget	YTD	% of Annual
	Transactions		Transactions	Budget
Stormwater Utility Fees	1,648	470,000	14,352	3.05%
TOTAL REVENUES	\$ 1,648	\$ 470,000	\$ 14,352	3.05%
EXPENSES:				
Salaries & Wages	4,857	58,287	29,142	50.00%
Employee Benefits - Medical Insurance	847	10,161	5,082	50.01%
Employee Benefits - Dental Insurance	27	328	162	49.39%
Employee Benefits - Disability	12	147	72	48.98%
Employee Benefits - ADD Life	31	377	186	49.34%
FICA	301	3,614	1,806	49.97%
Medicare	70	845	420	49.70%
Employee Benefits - Retirement	403	4,841	2,418	49.95%
Unemployment	3	38	18	47.37%
Workers Comp Insurance	229	2,748	1,374	50.00%
Professional Services	-	1,000	-	0.00%
Professional Services - Engineer	6,914	100,000	29,113	29.11%
Repairs & Maintenance	-	152,314	4,572	3.00%
Repairs & Maintenance - Vehicles	-	2,500	760	30.42%
Rental of Equipment	155	5,000	910	18.20%
Pest Control	-	-	250	100%
Communications	79	2,000	596	29.79%
Printing and Binding	-	100	-	0.00%
Dues and Fees	12	6,500	316	4.86%
Training	516	2,500	730	29.20%
Contract Labor	-	5,000	-	0.00%
Other Expenditures	-	250	292	116.93%
General Supplies & Materials	-	500	144	28.80%
General Supplies - Postage	51	1,500	204	13.58%
Water/Sewer	60	1,000	346	34.56%
Gasoline & Diesel	136	4,000	459	11.47%
Small Equipment	-	1,000	154	15.40%
Other Supplies-Uniforms	-	250	170	67.84%
Depreciation	-	95,000	-	0.00%
Contingency	-	4,700	-	0.00%
Capital Lease Interest	-	3,500	-	0.00%
TOTAL EXPENSES	\$ 14,703	\$ 470,000	\$ 79,695	16.96%



**Main Street Board
Budget To Actual Comparison Report
As of June 30, 2023**

Revenues	June 2023 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
Business & Occupation Licenses	-	60,662	60,662	100%
Alcohol Beverage Licenses	-	25,000	-	0.00%
Alcohol Pouring Permits	520	-	2,765	100%
Donations From Private Sources	-	5,000	-	0.00%
Rents and Royalties	-	5,000	-	0.00%
TOTAL REVENUES	\$ 520	\$ 95,662	\$ 63,427	66.30%

Expenditures				
Salaries & Wages	7,102	60,551	30,711	50.72%
Employee Benefits - Medical	1,510	18,122	9,052	49.95%
Employee Benefits- Dental	92	1,086	550	50.65%
Employee Benefits-Add Life	12	147	86	58.33%
Employee Benefits-Disability	62	635	428	67.32%
FICA	424	3,816	1,834	48.06%
Medicare	99	892	429	48.08%
Employee Benefits-Retirement	426	5,112	2,556	50.00%
Unemployment	-	38	39	102.00%
Workers Comp Insurance	0	263	289	110.02%
Communications	41	600	407	67.78%
Travel	-	700	388	55.43%
Dues and Fees	132	1,400	1,531	109.38%
Education and Training	-	1,300	650	50.00%
Other Expenditures	0	-	143	100%
Software	-	1,000	-	0.00%
Small Equipment	-	-	2,200	100%
TOTAL EXPENDITURES	\$ 9,900	\$ 95,662	\$ 51,292	53.62%



**Holly Springs Tree Commission
Budget to Actual Comparison Report
As of June 30, 2023**

Revenues	June 2023 Transactions	2023 Budget	YTD Transactions	% Variance
Development Fees/Recompense	-	34,980	-	0.00%
Donations from Private Source	-	20	-	0.00%
TOTAL REVENUES	\$ -	\$ 35,000.00	\$ -	0.00%
Expenditures				
Landscaping/Tree Planting & Care	-	31,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	-	500	-	0.00%
Education and Training	-	1,000	-	0.00%
Tree Seedlings	-	750	29.00	3.87%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 35,000.00	\$ 29.00	0.08%



OPTECH

family of companies

**City of Holly Springs
Monthly Operation Report
Executive Summary**

Description	Jun-23
Pot Hole Repair	0
Tree Service Work	3
ROW Mowing	28
Dead Animal Pick Up	0
Street Sweeping	0
Road Salting	0
Sign Maintenance	6
Traffic Signals	0
Equipment Maintenance	2
Misc. Work Orders	22
PARKS	
J.B. Owens	17
Barrett Park	13
J.C. Mullins	24
Monthly Totals	115

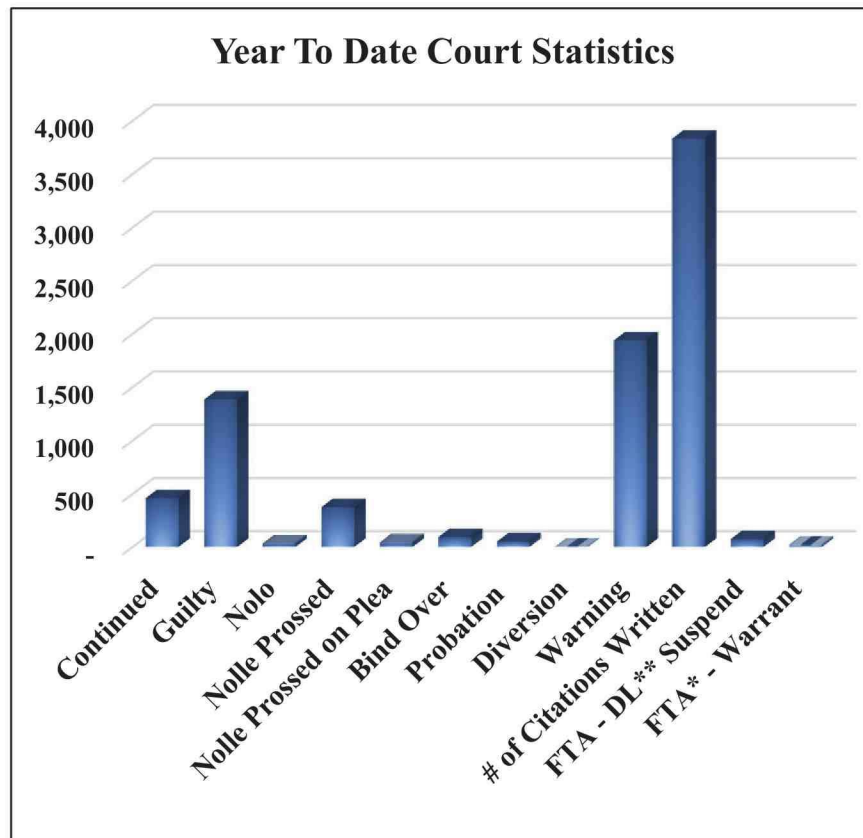


City of Holly Springs Court Statistics 2023 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	123	72	80	43	60	81							459
Guilty	317	226	280	155	188	219							1,385
Nolo	7	5	7	2	4	6							31
Nolle Prossed	54	60	53	51	64	93							375
Nolle Prossed on Plea	8	2	7	5	3	18							43
Bind Over	24	27	5	6	19	11							92
Probation	14	6	13	6	5	7							51
Diversion	0	3	0	0	1	0							4
Warning	381	289	341	323	355	250							1,939
# of Citations Written	654	615	649	676	629	608							3,831
FTA - DL** Suspend	4	23	5	6	13	22							73
FTA* - Warrant	8	3	4	4	1	2							22
	1,594	1,331	1,444	1,277	1,342	1,317	-	-	-	-	-	-	8,305

* Failure to Appear

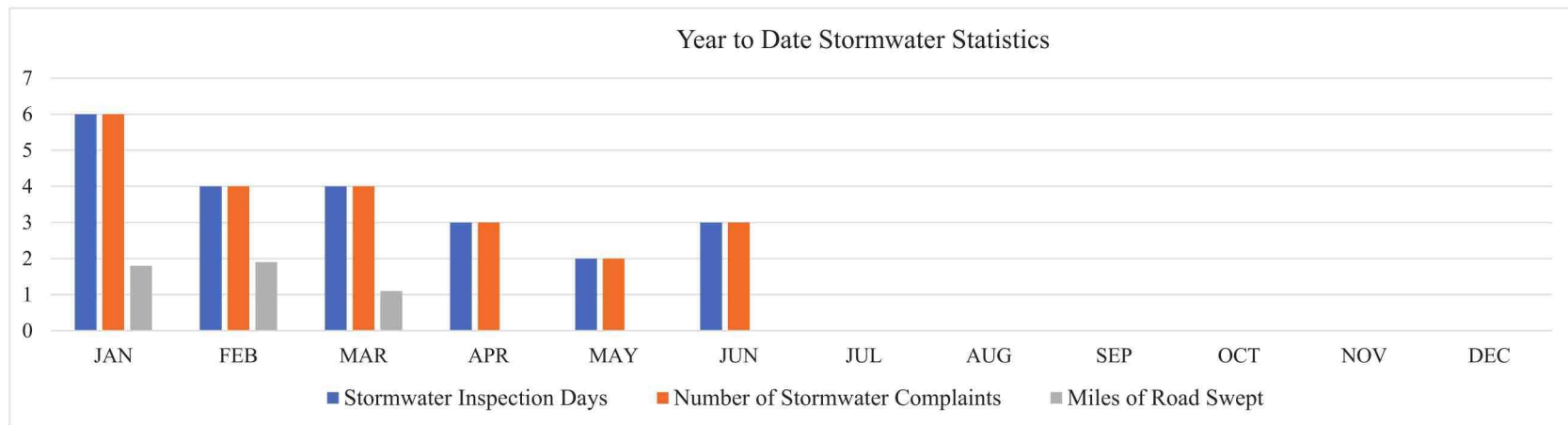
** Driver's License





City of Holly Springs Stormwater Statistics 2023 Year to Date

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Stormwater Inspection Days	6	4	4	3	2	3							22
Number of Stormwater Complaints	6	4	4	3	2	3							22
Miles of Road Swept	1.8	1.9	1.1	0	0	0							4.8

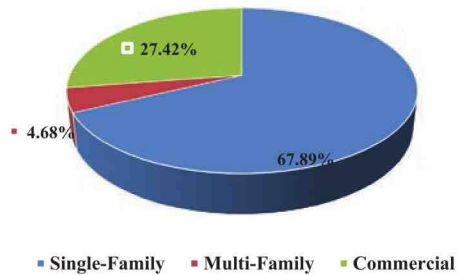




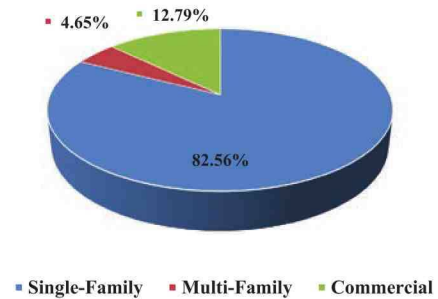
City of Holly Springs
Building Permits and Certificates of Occupancy
2023 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	3	6	12	36	4	24							85
Accessory Structures	2	5	5	4	5	1							22
Additions						1							1
Basement Buildouts	3	1	2		4	1							11
Mechanical	2	3	4	2	8	7							26
Plumbing	4	3	1	5	4	1							18
Electrical	1	1		1	3								6
Miscellaneous	6		10	3	9	6							34
Residential Fence	3	4	6	2	9	3							27
Certificates of Completion	1			1	5	3							10
Certificates of Occupancy	22	23	32	18	20	17							132
Multi-Family													
Townhomes						14							14
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy	3	2	2			1							8
Commercial													
New Structures	2				2								4
Addition-C													0
Tenant Build Outs	1				1								2
Accessory Structures	2	8		1		3							14
Mechanical		1											1
Plumbing			1	1									2
Electrical	1	2		2	1								6
Misc-C	19	3	2	1	7								32
Signs	2	1	2	2	2	2							11
Utilities	2	2		4	1	1							10
Commercial Fence													0
Certificates of Completion	5			1		1							7
Certificates of Occupancy	6	3	4		1	1							15

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued





**City of Holly Springs
Occupational Tax Summary
2023 Year to Date**

Construction Trade
Equipment Rental
Home Occupation
Insurance Company
Professional Services
Restaurant

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	6	5	6	4	2	2	-	-	-	-	-	-	25	55.56%
Insurance Company	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Professional Services	7	3	7	-	2	1	-	-	-	-	-	-	20	44.44%
Restaurant	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
	13	8	13	4	4	3	-	-	-	-	-	-	45	100.00%

