

**SAMS, LARKIN, HUFF & BALLI, LLP**

**ATTORNEYS AT LAW**

**376 POWDER SPRINGS STREET  
SUITE 100**

**MARIETTA, GA 30064-3448**

**JAMES A. W. BALLI**

-----  
**(Admitted in GA and AL)**  
-----

**JBALLI@SLHB-LAW.COM**

**TELEPHONE  
(770) 422-7016**  
-----

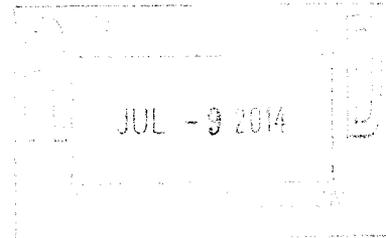
**FACSIMILE  
(770) 426-6583**

**WWW.SLHB-LAW.COM**

July 9, 2014

**VIA HAND DELIVERY**

Mr. John P. Pederson, AICP, Manager  
Cobb County Community Development Agency  
Zoning Division  
1150 Powder Springs Road  
Suite 400  
Marietta, GA 30064



Re: Application of BRED CO., LLC to Rezone a 74.77 Acre Tract from O&I, OHR and GC to RRC Conditional, Land Lots 876, 877, 879, 880, 914, 915, 916, 917, 918, 945 and 946, 17<sup>th</sup> District, 2<sup>nd</sup> Section, Cobb County, Georgia ("Project Site")(Z-44).

Dear John:

As you are aware, the above described Application was unanimously recommended for approval by the Planning Commission on July 1, 2014. As part of the recommendation, Chairman Terry requested that, no later than Wednesday, July 9, 2014, the Applicant file a summary of the portion of the Master Covenants that address the flexibility concepts of the Summary of Project. Accordingly, I am attaching examples of the Master Declaration that contain a table of contents summary and actual examples of those sections of the Master Covenants that relate to the design flexibility portions of the Summary of Project and to the points of information discussed in my letter of June 25, 2014. (See Exhibit "A") attached hereto.

**SUPPLEMENTAL STIPULATIONS**

Following comments and the presentation at the public hearing in front of the Planning Commission on July 1, 2014, the Applicant wishes to submit the following information and supplemental stipulations to provide clarity and to specifically address certain aspects of Z-44. Accordingly, the following stipulations, upon approval by the Board of Commissioners, shall become conditions of the zoning ordinance applicable to this Project Site:

SAMS, LARKIN, HUFF & BALLI, LLP  
ATTORNEYS AT LAW

**VIA HAND DELIVERY**

Mr. John P. Pederson, AICP, Manager  
Cobb County Community Development Agency  
July 9, 2014  
Page 2

---

1. As stated previously, the Summary of Project document that has been recommended as a condition of approval by Staff and the Planning Commission shall remain in full force and effect as part of the zoning ordinance governing the Project Site. However, the Summary of Project and the Stipulation letter of June 25, 2014 are supplemented and or amended by these additional stipulations and clarifications.
2. Paragraph 10 of the Summary of Project dealing with 134-228(11)(c) and the definition of suite hotels is hereby deleted in its entirety.
3. The first sentence of Paragraph 12 of the Summary of Project shall be amended to read “Any variances identified by Staff needed to develop the Project Site pursuant to the Site Plan filed by BRED CO., LLC and are approved by the Board of Commissioners at the final hearing.”
4. Stipulation 5 of the June 25, 2014 Stipulation letter shall be amended to read “Any exterior signage that faces outward from the Project Site toward a public road shall be restricted to owners, residents, sponsors, partners and tenants of the Development or sponsors and partners of the Atlanta Braves. Any required permits for such signs will be obtained from the Georgia Department of Transportation before installation. Further, instead of “no less than four marquee style signs” there shall be no more than four marquee style signs on the Project Site. Also, with the exception of directional, informational and the four or less marquee-style signs, in no event shall the total sign area for any exterior sign that fronts solely on a public road exceed ten times the sign area that would otherwise be allowed under the current Cobb County Sign Ordinance. Once any sign on the Project Site has been confirmed as being in compliance with the Master Covenants and Declarations, the sign shall still require approval by the Cobb County Community Development Department for compliance with the requirements of this Paragraph and for compliance with those sections of the Cobb County Sign Ordinance relating to roadway safety, obstruction of vision and other requirements that otherwise apply to the Project Site.

SAMS, LARKIN, HUFF & BALLI, LLP  
ATTORNEYS AT LAW

**VIA HAND DELIVERY**

Mr. John P. Pederson, AICP, Manager  
Cobb County Community Development Agency  
July 9, 2014  
Page 3

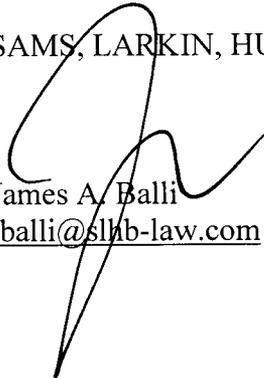
---

5. All parking provided on Tract II shall be gated or otherwise secured when not in use and any parking structure shall be part of the Master Covenants and Landscape Plan to provide aesthetic enhancement, litter and trash control and security. Additionally, there shall be appropriate instruction to patrons or customers on the Project Site that parking along the surrounding rights of way or on private property without permission is prohibited.

Please contact me with any questions you may have and thank you for your time and assistance.

Sincerely,

SAMS, LARKIN, HUFF & BALLI, LLP



James A. Balli  
[jballi@slhb-law.com](mailto:jballi@slhb-law.com)

Enclosures

cc: Mr. Mike Plant, Executive VP Operations, Atlanta Braves  
Greg Heller, Esq., Senior VP and General Counsel, Atlanta Braves  
Maxine Hicks, Esq., DLA Piper  
Jones Lang LaSalle  
Kimley-Horn & Associates, Inc.  
Chairman Tim Lee  
Commissioner Bob Ott, District 2  
Cobb County Commissioners  
Deborah Dance, Esq., County Attorney  
Mr. Robert L. Hosack, Jr., AICP Community Development Director.

# Exhibit “A”

JUL -9 2014

**[EXAMPLES FOR ZONING PURPOSES ONLY]**

**MASTER DECLARATION OF COVENANTS,**

**CONDITIONS AND RESTRICTIONS**

**FOR**

**BALLPARK VILLAGE<sup>1</sup>**



Upon recording, please return to:  
M. Maxine Hicks, Esq.  
DLA Piper LLP  
Suite 2800, One Atlantic Center  
1201 West Peachtree Street  
Atlanta, Georgia 30309  
[www.dlapiper.com](http://www.dlapiper.com)

---

<sup>1</sup> Ballpark Village is being used currently as the name of project as a placeholder.

**TABLE OF CONTENTS**

		<b>Page</b>
<b>ARTICLE 2</b>	<b>PROPERTY RIGHTS</b> .....	<b>12</b>
2.1	Common Area.....	12
2.2	Private Streets.....	14
2.3	No Partition.....	14
2.4	Condemnation.....	14
2.5	Exclusive Use Areas.....	15
2.6	Subdivision Plat.....	15
2.7	View Impairment.....	16
<b>ARTICLE 4</b>	<b>RIGHTS AND OBLIGATIONS OF THE ASSOCIATION</b> .....	<b>19</b>
4.1	Function of Association.....	19
4.2	Personal Property and Real Property for Common Use.....	19
4.3	Enforcement.....	20
4.4	Implied Rights; Board Authority.....	21
4.5	Indemnification.....	21
4.6	Governmental Interests.....	22
4.7	Conveyance or Dedication of Common Area and Roads.....	22
4.8	Grant of Easements on Common Area.....	23
4.9	Development Orders and Zoning.....	23
4.10	Future Development.....	23
4.11	Security.....	24
4.12	Restricted Access and Gates.....	24
4.13	Powers of the Association Relating to Districts.....	24
4.14	Pathways.....	25
4.15	Access by General Public.....	25
4.16	Relationship With Tax-Exempt Organizations.....	25
4.17	Provision of Services.....	26
4.18	Opportunities for Community Interaction.....	26
4.19	Community Education and Training.....	27
4.20	Community Activities and Clubs.....	27
4.21	Municipal Services.....	28
4.22	Governmental Permits.....	28
4.23	Pipelines.....	28
<b>ARTICLE 5</b>	<b>MAINTENANCE</b> .....	<b>29</b>
5.1	Association's Responsibility.....	29
5.2	Owner's Responsibility.....	31
5.3	District Responsibility.....	32
5.4	Standard of Performance.....	33
5.5	Party Walls and Similar Structures.....	33
5.6	Cost Sharing Agreements.....	33

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
ARTICLE 6      INSURANCE AND CASUALTY LOSSES .....	34
6.1      Association Insurance .....	34
6.2      Owners' Insurance .....	38
6.3      Limitation of Liability.....	40
ARTICLE 9      ARCHITECTURAL STANDARDS .....	51
9.1      Architectural Standards.....	51
9.2      Design Review .....	52
9.3      Design Guidelines .....	52
9.4      Signage.....	53
9.5      Architect and General Contractor Approval.....	54
9.6      Procedures for Design Review.....	54
9.7      Prerequisite to Design Review.....	55
9.8      Basis of Architectural Approval .....	56
9.9      Commencement and Completion.....	56
9.10     No Waiver of Future Approvals .....	57
9.11     Easements .....	57
9.14     Enforcement.....	58
ARTICLE 10     USE RESTRICTIONS AND RULES .....	59
10.1     General .....	59
10.2     Use Review .....	59
10.3     Guidelines and Procedures.....	59
10.4     Assessment and Voting Allocations.....	60
10.5     Rules and Regulations.....	60
10.6     Occupants Bound .....	61
10.7     Specific Use Guidelines.....	61
10.8     Common Area, Plazas, Sidewalks, Pedestrian Ways and Bike Ways.....	62
10.9     Hours of Operation .....	63
10.10    Special Events .....	63
10.11    Parking and Vehicles .....	63
10.12    Subdivision.....	65
10.13    Real Estate Sales Offices .....	65
10.14    Portable Stalls and Kiosks .....	65
10.15    Environmental Protection .....	66
10.16    Fuel Storage and Dispensing .....	67
10.17    Animals and Pets.....	67
10.18    Restrictions During Events .....	68
10.19    Protected Sponsors.....	68
10.20    Owners' Acknowledgment and Notice to Purchasers .....	67
10.21    Applicability .....	67

**TABLE OF CONTENTS**  
(continued)

**Page**

ARTICLE 15	TEAM-RELATED AMENITIES .....	88
15.1	General.....	88
15.2	Conveyance of Team-Related Amenities .....	88
15.3	Cost Sharing Agreements .....	88
15.4	Architectural Control .....	89
15.5	Use Restrictions .....	89
15.6	Limitations on Amendments.....	89
15.7	Jurisdiction and Cooperation .....	89
ARTICLE 16	TEAM BRAND STANDARDS AND TEAM INTELLECTUAL PROPERTY .....	89
16.1	Adherence to Team Brand Standards; Ownership of Team Intellectual Property.....	89
16.2	Limitation of Rights.....	90
16.3	No Third-Party Beneficiaries.....	92
16.4	Use of Trademarks, Servicemarks, and/or Tradenames .....	92
16.5	Team Owner Protected Sponsors.....	92
ARTICLE 17	WEBSITE AND SOCIAL MEDIA .....	93
17.1	Creation of BV Website.....	93
17.2	Ownership of BV Website .....	93
17.3	Testing and Evaluation of BV Website .....	93
17.4	Use of Social Media.....	93
17.5	Owner and Occupant Rights Regarding Websites.....	94

**MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
BALLPARK VILLAGE**

This MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BALLPARK VILLAGE (this "Declaration") is made as of the date set forth on the signature page hereof by BRED Co., LLC, a Georgia limited liability company (the "Declarant"). All capitalized terms not defined in this preamble are defined in Article below.

The Declarant is the owner of the real property described in Exhibit A, which is attached hereto and incorporated by reference. This Declaration imposes upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of the Owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. In furtherance of such plan, this Declaration provides for the creation of the Ballpark Village Association, Inc. to maintain Common Areas and to administer and enforce the provisions of the Governing Documents.

This Declaration sets forth the basic covenants, conditions and restrictions that will apply to the Properties. The centerpiece of the Properties shall be the Stadium, which Stadium shall be utilized for MLB games for the Team, Events and other related uses pursuant to, and for the duration of, the Stadium Operating Agreement. One of the objectives of the Master Plan is to create a mixed-use retail, entertainment, residential, hospitality and office community that provides synergies with the Stadium and remains flexible for future development. This Declaration is designed to help implement the Master Plan in order to, among other purposes, fulfill the following:

1. protect, enhance and preserve the values, amenities, desirability, and attractiveness of the Properties;
2. promote Ballpark Village as a well-integrated, mixed-use community;
3. carry out the vision statement for and mission of Ballpark Village as set forth herein;
4. provide for appropriate architectural, landscaping, construction, development and maintenance controls to maintain the value, aesthetic appearance and architectural harmony of the Properties during and following their development;
5. facilitate access to, from and within the Properties; and
6. establish a flexible and reasonable procedure for the continued maintenance and operation of Common Areas, Exclusive Use Areas, and Area of Common Responsibility,

including any Improvements located therein, in a cost-effective and administratively efficient manner.

Accordingly, it is contemplated that the Properties will be developed as a mixed-use commercial and residential development comprised of a Stadium and various office, retail, hotel, recreational, residential and other permitted uses allowed under the Zoning Conditions with public and/or private streets, sidewalks, street lights, open spaces, storm water drainage and retention areas, and other Common Areas and Improvements for the benefit of the Owners of Building Sites and Units made subject to the terms of this Declaration.

Declarant hereby declares that all of the property described in Exhibit A and any Additional Property subjected to this Declaration by Supplemental Declaration shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions, 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 portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner of any portion of the Properties.

This document does not and is not intended to create a condominium within the meaning of O.C.G.A. §44-3-70, et seq. nor a property owners' development within the meaning of O.C.G.A. §44-3-220, et seq.

DRAFT

## BALLPARK VILLAGE MASTER DECLARATION PARAGRAPHS

1.9 “Ballpark Village Standard” or “BV Standard”. The standard of construction, maintenance, conduct, appearance, or other activity generally prevailing throughout Ballpark Village. Such standard shall initially be established by the Declarant and may be more specifically determined by the DRB; provided however, such standard shall at all times conform, at a minimum, to the Design Guidelines as set forth in Article and the Team Brand Standards as set forth in Article. With respect to any particular Building Site or Unit, the BV Standard shall mean and include any supplemental standards as are promulgated and applicable to such Building Site or Unit.

### 4.3 Enforcement.

(a) The Board may impose sanctions for violation of the Governing Documents, after compliance with the notice and hearing procedures set forth in the By-Laws. Such sanctions may include, without limitation:

(i) imposing monetary fines, which shall constitute a lien upon the violator’s Building Site or Unit;

(ii) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;

(iii) suspending an Owner’s right to vote;

(iv) suspending any Person’s right to use any Common Areas, any portion of the Exclusive Use Areas, and any portion of the Area of Common Responsibility; provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Building Site or Unit;

(v) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner or Occupant who fails to comply with the terms and provisions of the Governing Documents from continuing or performing any further activities in the Ballpark Village; and

(vi) suspending any services provided by the Association to an Owner or the Owner’s Building Site or Unit if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association.

(b) In the event that any Occupant, employee, lessee, invitee, client, customer or guest of a Building Site or Unit violates the Governing Documents, the Board may sanction the Occupant and/or the Owner of the Building Site or Unit that the violator is occupying or visiting. If a fine is imposed, the fine may first be assessed against the Occupant; provided however, if the fine is not paid by the Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.

(c) In addition, the Board may elect to enforce any provision of the Governing Documents by exercising self-help (specifically including, but not limited to the filing of liens in the Public Records for nonpayment of any assessments or fees, the towing or booting of vehicles that are in violation of parking rules or the Parking Management Plan, the removal of Signage that is in violation of the Design Guidelines, or the correction of any maintenance, construction or other violation of the Governing Documents) without the necessity of compliance with the procedures set forth in the By-Laws. The Association may levy a Specific Assessment to cover all costs incurred in exercising self-help and bringing a Building Site or Unit into compliance with the terms of the Governing Documents in accordance with Section \_\_\_\_\_.

(d) The Association may also elect to enforce any provisions of the Governing Documents by suit at law to recover monetary damages or in equity to enjoin any violation or both without the necessity of compliance with the procedures set forth in the By-Laws.

(e) All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover, to the maximum extent permissible, all costs, including, without limitation, reasonable attorneys' fees and court costs, incurred in such action.

(f) The Association's decision to exercise its enforcement rights in any particular case shall be made in the Board's sole discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (a) the Association's position is not strong enough to justify taking any or further action; or (b) the covenant, restriction, or rule to be enforced is, or is likely to be construed as, inconsistent with Applicable Law; or (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (d) it is not in the Association's best interests, considering, among other things, hardship, expense, or other reasonable criteria, to pursue enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or stop the Association from enforcing any other covenant, restriction or rule.

(g) The Association may, but is not required to, by contract or other agreement, enforce Applicable Laws, and permit local and other governments to enforce Applicable Laws on the Properties for the benefit of the Association and its Members.

(h) Further, Declarant and the Team Owner shall each be entitled to exercise all of the rights and powers granted to the Association under Sections \_\_\_\_\_ and shall be entitled to recover all costs incurred in so doing, including without limitation reasonable attorneys' fees and court costs, from the responsible Owner.

#### 4.9 Development Orders and Zoning.

(a) All development and use within Ballpark Village, including, without limitation, the recreation areas and open spaces within the Properties, shall be consistent with all

Zoning Conditions. In the event of a conflict between a Zoning Condition and a provision contained in the Governing Documents, the more restrictive provision shall apply. All Zoning Conditions shall be binding upon the Association and all Owners.

Further, no Owner or any other Person may apply or join in an application to amend, vary or modify any Zoning Condition or rezone or apply for any zoning variance or waiver as to all or any portion of the Properties without the prior written consent of the Declarant. Every Person that acquires any interest in the Properties acknowledges that Ballpark Village is a master planned community, the development of which is likely to extend over many years, and agrees not to protest, challenge or otherwise disagree with (i) changes in uses or density of property outside of such Owner's Building Site or Unit, or (ii) changes in the Master Plan relating to property outside of such Owner's Building Site or Unit.

5.1 Association's Responsibility.

(a) The Association shall maintain and keep in good repair the Area of Common Responsibility, which may include, but need not be limited to:

- (i) all Common Areas;
- (ii) all buffers, landscaping and other flora, parks, structures, street furniture, and Improvements, including any fences, Private Streets, alleys, bike and pedestrian pathways, and sidewalks situated upon the Common Area;
- (iii) any buffers, planter strips, landscaping and other flora, parks, bike and pedestrian pathways, structures and Improvements within public rights-of-way or medians of roadways within or adjacent to the Properties or desirable or upon such other public land within or adjacent to the Properties to the extent that the Board determines that such maintenance is necessary or desirable to maintain the BV Standard;
- (iv) all ponds, streams and/or wetlands located within the Common Areas which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, water features, reflecting pools, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith;
- (v) all storm water management facilities and retention basins serving all or any portion of the Properties (if not maintained by a governmental agency or located on or within a Unit);
- (vi) any property and facilities owned by the Declarant or any Declarant-Related Entity and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as the Declarant revokes such privilege of use and enjoyment by written notice to the Association;

(vii) all entry signs and features serving the Properties constructed by or on behalf of the Declarant;

(viii) all Signage within or adjacent to public rights-of-way within or adjacent to the Properties, to the extent that the Board determines that such maintenance is necessary or desirable to maintain the BV Standard; and

(ix) such additional portions of any property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Building Site Declaration, any Cost Sharing Agreement, any Zoning Condition or any contract or agreement for maintenance thereof entered into by the Association.

(b) The Association may, as a Common Expense, maintain other property and Improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board determines that such maintenance is necessary or desirable to maintain the BV Standard.

(c) Declarant may establish specific minimum standards for the maintenance, operation and use of any Area of Common Responsibility in the Governing Documents and/or in the Deed or other instrument transferring the property to the Association. Such standards shall become part of the BV Standard. These standards may contain general provisions applicable to all of the Area of Common Responsibility, as well as specific provisions which vary from one portion of the Area of Common Responsibility to another depending upon the nature of any Improvements located thereon, intended use, location, and/or unique characteristics.

(d) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole and absolute discretion of the Board, to perform required maintenance or repairs, unless the Board and the Declarant agree in writing to discontinue such operation.

(e) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner or a Condominium Association in a Supplemental Declaration executed by such Owner or Condominium Association; (ii) such maintenance responsibility is otherwise assumed by an owner or operator of a Team-Related Amenity pursuant to a Cost Sharing Agreement entered into by the Association; or (iii) such property is dedicated to any local, state, or federal governmental or quasi-governmental entity; provided however, that in connection with any such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the BV Standard.

(f) Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written consent of the Declarant and the Team Owner.

(g) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the Owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, any Cost Sharing Agreement, the Governing Documents, any recorded covenants, or any agreements with the Owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Use Areas shall be a District Expense assessed as a District Assessment solely against the Units within the District(s) to which the Exclusive Use Areas are assigned, or a Specific Assessment against the particular Units to which the Exclusive Use Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(h) In the event that the Association fails to properly perform its maintenance responsibilities hereunder and to comply with the BV Standard, the Declarant and/or the Team Owner may, upon reasonable prior written notice and opportunity to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred.

#### 5.2 Owner's Responsibility.

(a) Each Owner shall maintain its Building Site or Unit and all Improvements located thereon, including without limitation, all structures, parking areas, irrigation systems, landscaping, and other Improvements in a manner consistent with the BV Standard and all Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a governmental agency pursuant to this Declaration, any Supplemental Declaration, any Building Site Declaration or other covenants applicable to such Building Site or Unit, including, but not limited to, the Design Guidelines and the Zoning Conditions. Such maintenance includes, but is not limited to the following, unless otherwise provided in the Design Guidelines:

- (i) Removal of all litter, trash, refuse and waste at least once a week and keeping lawn areas in a neat condition;
- (ii) Landscaping maintenance, tree and shrub pruning;
- (iii) Keeping exterior lighting, Signage, structures, fixtures, equipment and mechanical facilities in working order;
- (iv) Keeping plant materials within lawn and garden areas alive;
- (v) Promptly removing and replacing any dead plant material;
- (vi) Keeping Parking Facilities in good repair;
- (vii) Striping of Parking Spaces and repainting of Improvements, as applicable;

(viii) Maintaining, operating, and repairing drainage swales, drainage lines, catch basins and other equipment on such Owner's Building Site or Unit, including the exercise of practices, such as mowing, removal of debris and erosion repair, which allow the drainage swales, drainage lines, catch basins and other equipment to provide drainage, water storage, conveyance, or other storm water management capabilities subject to any applicable requirements;

(ix) Keeping any Exclusive Use Areas designated for the use of such Building Site or Unit in a clean and neat condition; and

(x) Repair of exterior damage to Improvements and keeping exterior Improvements in good repair.

(b) Every Owner shall also be responsible for the security and safety of its Building Site or Unit notwithstanding any security systems or measures which may be provided by the Association or a Condominium Association as applicable.

(c) Each Parking Owner of any Parking Facilities shall be responsible for all expenses and costs in connection with the maintenance, operation, repair, replacement and/or restoration of such Parking Facilities, including, without limitation, all costs and expenses associated with insuring such Parking Facilities, except as otherwise set forth in the Governing Documents.

(d) Each Owner of any Nested Parking Facilities shall be responsible for all expenses and costs in connection with the maintenance, operation, repair, replacement and/or restoration of such Nested Parking Facilities, including, without limitation, all costs and expenses associated with insuring such Nested Parking Facilities, except as otherwise set forth in the Governing Documents.

(e) In addition to any other enforcement rights, if an Owner fails to properly perform its maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and the Owner in accordance with Section \_\_\_\_\_. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Entry by the Association or its designee under this Section shall not constitute a trespass.

**ARTICLE 9**  
**ARCHITECTURAL STANDARDS**

9.1 Architectural Standards.

(a) Declarant has established a general plan of development for the Properties as a mixed-use development in order to enhance all Owners' quality of life and collective interests, the aesthetics and environment within the Properties, and the vitality of and sense of community within the Properties, all subject to the Board's ability to respond to changes in circumstances, conditions, needs, and desires within the mixed-use development and to regulate and control the Area of Common Responsibility. The Properties are subject to the general plan of development, any applicable Design Guidelines, the land development, architectural, and design provisions described in this Article, the other provisions of this Declaration governing individual conduct and uses of and actions upon the Properties, any applicable Supplemental Declaration, any applicable Building Site Declaration, the Team Brand Standards and the rules promulgated pursuant to this Declaration, all of which establish affirmative and negative covenants, easements, and restrictions on the Properties, and which are enforceable by the Association as set forth in this Declaration.

(b) No Improvements shall be placed, erected, installed, constructed, or altered upon any Building Site or Unit except in compliance with this Article and with the prior written approval of the DRB in accordance with the application and approval requirements pursuant to Section.

(c) All Improvements constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or other qualified building designer, unless otherwise acceptable to the DRB, in its sole discretion. All architects, general contractors, plans and specifications shall be subject to review as provided herein.

(d) This Article shall not apply to Improvements to the Common Area by or on behalf of the Association. This Article may not be amended without the Declarant's written consent.

9.2 Design Review.

(a) Responsibility for administration of the Design Guidelines and review of all applications for construction and modifications under this Article shall be handled by the DRB, the members of which need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the DRB. The DRB may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. In addition, the DRB may require the posting of deposits or bonds while construction is pending on any Building Site or Unit, to ensure completion of all work in

compliance with plans approved by the DRB, in conformance with all Design Guidelines, and without damage to the Properties.

(b) The Declarant shall have the right to appoint all of the members of the DRB, who shall serve at the Declarant's discretion, until the expiration of the Declarant Control Period. After the expiration of the Declarant Control Period, the Board shall appoint the members of the DRB, who shall serve and may be removed in the Board's discretion.

### 9.3 Design Guidelines.

(a) The Declarant may prepare and amend from time to time Design Guidelines and application and review procedures for the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, specific provisions for each Building Site, and additional provisions which vary according to land use and from one portion of the Properties to another depending upon the location, unique characteristics, and intended uses. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the DRB in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the DRB and compliance with the Design Guidelines does not guarantee approval of any application.

(b) The DRB shall adopt such Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of Improvements and structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the DRB is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive.

(c) Upon request, the DRB shall make the Design Guidelines available to Owners who seek to engage in development or construction within the Properties.

### 9.4 Signage.

(a) The Design Guidelines shall govern all Signage within the Properties. The Design Guidelines shall implement a sign program and criteria, which may vary according to, among other factors, location within the Properties, product type or intended use. No Signage within the Properties shall be erected, placed, modified, maintained, held or displayed by or for the benefit of any Owner without the prior written approval of the DRB. All submittals for approval of Signage must fully comply with the requirements and procedures set forth in the Design Guidelines, and any submitted plans shall contain such information as may be reasonably required by the DRB which may include, without limitation:

(i) a site plan showing the location and dimensions of the Signage to be installed on the Building Site or Unit;

(ii) exterior elevations showing the slope, height, materials, color and detailed lighting scheme of the proposed Signage;

- (iii) if applicable, a grading plan for the Signage;
- (iv) if applicable, specifications of the size, design, materials and location of all hardscapes to be installed in conjunction with the Signage; and
- (v) if applicable, a landscaping plan indicating type, size and location of any planting, including a detailed lighting scheme for the proposed landscaping to be installed in conjunction with the Signage.

If any Signage shall be altered or replaced, or any new sign erected or installed on a Building Site or Unit otherwise than in conformity with approved plans, such actions shall be deemed to have been undertaken without the requisite approval and in violation of this Declaration, and upon written notice from the DRB or the Declarant shall be promptly removed or modified following such notice to comply with approved plans and any such use shall promptly be terminated so as to extinguish such violations.

(b) The Design Guidelines may include Signage restrictions for any proposed signs that would compete with any product, service or firm that has been granted exclusive concession or naming rights by the Declarant or the Team Owner.

#### 9.5 Architect and General Contractor Approval

(a) In order to ensure that the BV Standard is maintained throughout the Properties, all architects and general contractors must be approved by the DRB prior to engaging in any construction activities within the Properties. The DRB may implement a review process utilizing established criteria and requiring the submission of a written application for approval. Approval of any plans may be withheld until such time as the Owner's architect or general contractor have been approved by the DRB. Approval of an architect or general contractor may be conditioned upon an agreement with the DRB to maintain certain insurance coverages required by the DRB, pay construction deposits or post construction bonds to ensure completion of a project without damage to the Properties, and pay fees determined by the DRB, from time to time. Both the criteria and the application form are subject to change in the sole discretion of the DRB.

(b) Approval of architects and general contractors may not be construed as a recommendation of a specific architect or general contractor by the DRB or the Declarant, nor a guarantee or endorsement of the work of such architect or general contractor. The criteria and requirements established by the DRB for approval of architects and general contractors shall be solely for the Declarant's protection and benefit and are not intended to provide the Owner with any form of guarantee with respect to any approved architect or general contractor. Owner's selection of an architect or general contractor shall be conclusive evidence that the Owner is independently satisfied with any and all concerns Owner may have about the qualifications of such architect or general contractor. Furthermore, Owner waives any and all claims and rights that Owner has or may have now or in the future, against the DRB or the Declarant in connection with any such selection.

(c) Once approved (unless such approval is withdrawn by the DRB), an approved architect or general contractor shall not be required to re-submit to the approval process.

#### 9.6 Procedures for Design Review.

(a) No activities within the scope of Article \_\_\_\_\_ shall commence on any portion of the Properties until an application for approval of the proposed work, plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed Improvements have been submitted to and approved by the DRB and the specific use for such portion of the Properties has been approved by Declarant. The DRB may require the submission of application forms and information as it deems necessary to consider any application and may require multiple stages of application and review for any construction or modification.

(b) Each application to the DRB shall be deemed to contain a representation and warranty by the Owner that use of plans submitted does not violate any copyright associated with the plans. Neither the submission of the plans to the DRB, nor the distribution and review of the plans by the DRB shall be construed as publication in violation of the designer's copyright, if any. Each Owner submitting plans to the DRB shall hold the members of the DRB, the Association and the Declarant harmless and shall indemnify said parties against any and all damages, liabilities, and expenses incurred in connection with the review process of this Declaration.

(c) In the event that the DRB fails to approve or to disapprove in writing any stage of an application within ~~thirty (30) Days~~ after submission of all information and materials reasonably requested, the application shall be deemed denied unless an extension of such time period is agreed to by the DRB and the applicant. Notwithstanding the foregoing, the DRB by resolution may exempt certain activities from the application and approval requirements of this Article, provided that such activities are undertaken in strict compliance with the requirements of such resolution. However, no approval shall be inconsistent with the provisions of this Article or the Design Guidelines unless a variance has been granted in writing by the DRB pursuant to Section \_\_\_\_\_.

(d) Any Owner may remodel, repaint, refinish or redecorate the interior of structures within its Building Site or Unit without DRB approval. However, modifications to the interior of patios, outdoor dining or public entertainment areas, Signage and similar portions of a Building Site or Unit visible from outside the structures on the Building Site or Unit shall be subject to DRB approval. No DRB approval shall be required to repaint, refinish or repair the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications.

(e) During Events or special events, including but not limited to, educational, cultural, artistic, musical, entertainment, seasonal and holiday, promotional, charitable, sporting and other similar events, held, hosted or otherwise conducted within Ballpark Village, the DRB may, and upon request of the Declarant shall, issue "stop work" orders. "Stop work" orders may prohibit the commencement of or suspend the work on any architectural change, construction, addition, alteration, change, maintenance, repair, reconstruction or other work that is visible or

audible from outside a Building Site or Unit or that may cause an increase in traffic flow, from being performed by an Owner or Occupant within the Properties. Any stop work order shall be set forth in writing, shall identify the Building Sites or Units subject to the stop work order (if not applicable to all of the Properties), shall set forth the scope of the prohibited and suspended activities and shall specify the start and stop dates for such stop work order, which period of time shall not exceed seven (7) consecutive Days.

9.7 Prerequisite to Design Review. Notwithstanding the provisions of Sections \_\_\_\_\_ and \_\_\_\_\_ above, any application for the approval of plans and specifications as set forth in this Article shall be deemed to be disapproved unless and until any and all delinquent assessments and other charges permitted by the Declaration have been paid current by the Owner submitting such plans and specifications for approval. Subsequent to the approval of plans and specifications pursuant to this Article, if the Owner shall become delinquent in the payment of assessments or other charges permitted by this Declaration at any time during the prosecution of the approved work, the Owner shall be deemed to be in violation of such approval and shall be subject to any means of enforcement set forth in Section \_\_\_\_\_ and Section \_\_\_\_\_.

9.8 Basis of Architectural Approval.

(a) Approval under this Article shall be obtained prior to requesting any building, sign or other permit or submitting any documentation to any governmental authority whose review or approval may be required for the proposed work. The Declarant and the Association shall have the right and standing to take action to suspend or enjoin processing of any request for review or approval by a governmental authority submitted prior to any necessary approval being granted hereunder. Approval under this Article is not a substitute for any approvals or reviews required by Cobb County or any municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

(b) In reviewing and acting upon any request for approval, the DRB shall be acting solely in the Declarant's interest and shall owe no duty to any other Person. The DRB may consider (but shall not be limited to consideration of) the quality of workmanship and design, harmony of external design with existing Improvements and structures, and location in relation to surrounding Improvements, structures, topography, setbacks and finish grade elevation, and conformance with the Team Brand Standards, among other things. Decisions of the DRB may be based solely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary as DRB members change over time. The DRB shall have the sole and absolute discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and whether proposed improvements are consistent with Design Guidelines.

(c) The DRB shall have the right to disapprove any submitted plans of any Building Site or Unit if such plans are not in conformity with the provisions of this Declaration or the Design Guidelines, or if the DRB, acting pursuant to Article \_\_\_\_\_ hereof in its discretion determines that such plans are not in the best interest of the contemplated development of the Properties as a master planned mixed-use development as described by this Declaration.

9.9 Commencement and Completion.

(a) All work shall be commenced and completed within such period as provided in the Design Guidelines or as the DRB may specify in the notice of approval, unless commencement or completion within such time is delayed due to causes beyond the reasonable control of the Owner, as determined in the sole and absolute discretion of the DRB. In the event construction of the work called for by the approved plans has not substantially commenced within such period then approval shall be deemed expired and no construction shall thereafter commence unless a written renewal is granted by the DRB.

(b) As used herein, commencement of construction shall mean that (i) all plans for such construction have been approved by the DRB; (ii) a building permit has been issued for the Building Site or Unit by the County; and (iii) construction of a structure has physically commenced beyond site preparation. Completion of a structure shall mean that a permanent certificate of occupancy has been issued by the County for all portions of the structure located on the Building Site or Unit.

9.10 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

9.11 Easements. As a prerequisite of approval of plans and prior to commencement of construction, the DRB shall have the right to require an Owner who has submitted plans to grant any reasonable Utility and drainage easements as may be required for the enjoyment and benefit of the Owners or the Association. Where possible, the DRB shall attempt to locate any such required easements along the perimeter of the Building Site or Unit, within existing or proposed rights-of-way, within other existing or proposed easements, or in such a manner as to not materially impair the proposed use of the Building Site or Unit.

9.13 Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall plan and aesthetics of the Properties only and shall not create any duty to any Person. Neither the Declarant or any Declarant-Related Entity, the Association, the Board, nor the DRB shall bear any responsibility for ensuring the marketability of a Building Site or Unit, structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all Improvements are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property Owners. Neither the Declarant or any Declarant-Related Entity, the Association, the Board, the DRB, any committee nor any member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Building Site or Unit. In all matters, the Declarant, the Board, the DRB and their members shall be defended and indemnified by the Association as provided in Section \_\_\_\_\_.

9.14 Enforcement.

(a) The Declarant, any member of the DRB, the Board, and the representatives of each shall have the right, during reasonable hours and after reasonable notice, to enter upon any Building Site or Unit to inspect the same for the purpose of ascertaining whether any Improvement is in violation of this Article. Any Improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written notice from the DRB, the Board or the Declarant, Owners shall, at their own cost and expense, cure any violation or remove such structure or Improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to cure any violation or remove and restore the property as required, any authorized agent of the Declarant, the DRB, or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the Declarant and the DRB by any means of enforcement described in Section \_\_\_\_\_. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the violating Building Site or Unit and the Owner thereof and collected as a Specific Assessment.

(b) Unless otherwise specified in writing by the DRB, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Building Site or Unit, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Building Site or Unit and an opportunity to be heard in accordance with the By-Laws, to enter upon the Building Site or Unit and remove or complete any incomplete work and to assess all costs incurred against the Building Site or Unit and the Owner thereof as a Specific Assessment.

(c) The DRB, the Association, the Declarant or Declarant-Related Entity, and the members, officers or directors of the foregoing shall not be held liable to any Person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article or the Design Guidelines may be excluded from the Properties, subject to the notice and hearing procedures contained in the By-Laws. In such event, neither the DRB, the Association, the Declarant or any Declarant-Related Entity nor any of their respective officers or directors shall be held liable to any Person for exercising the rights granted by this paragraph.

(d) In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the DRB.

(e) The Team Owner shall be entitled to exercise all of the rights and powers granted to the Association under this Section.

**ARTICLE 10**  
**USE RESTRICTIONS AND RULES**

10.1 General. Declarant has established a general plan of development for the Properties as a master planned mixed use development providing Stadium, retail, entertainment, residential, parking and similar and related uses within the Properties, all subject to the DRB's and the Members' ability to respond to changes in circumstances, conditions, needs, and desires within the master planned mixed use development and to regulate and control the Area of Common Responsibility. In order to carry out the general plan of development, create enhancements to the Properties and maintain the values thereof, Declarant has been given and retains in its discretion, the specific right and authority to limit the specific use or uses of any portion of the Properties, including any one Building Site or Unit or portions thereof or group of Building Sites or Units, or negatively restrict any Building Site or Unit or portions thereof or group of Building Sites or Units from being used for a certain use or uses. The use of any Building Site or Unit and the limitations on use imposed by the Declarant may not be changed without the prior written consent of the Declarant as set forth in this Article \_\_\_\_\_. This Article shall not apply to the activities of the Declarant, to Improvements to the Common Area by or on behalf of the Association. This Article \_\_\_\_ may not be amended without the Declarant's written consent.

10.2 Use Review. The Properties are subject to the Master Plan, the Zoning Conditions, the Design Guidelines, the land development, architectural, and design provisions described in Article \_\_\_\_, the other provisions of this Declaration governing individual conduct and uses of and actions upon the Properties, any applicable Supplemental Declaration, the Use Guidelines, and the rules and regulations, all of which establish affirmative and negative covenants, easements, and restrictions on the Properties, and which are enforceable by the Association as set forth in this Declaration. Declarant retains the right, in its discretion, to specifically determine, limit and otherwise review and designate the initial uses permitted for any Building Site or Unit or group of Building Sites or Units. Any change to the actual use of a Building Site or Unit or to the specific permitted use designations imposed by the Declarant on such Building Site or Unit shall require the consent of the DRB and the Owner(s) of the affected Building Site or Unit or Building Sites or Units and shall be set forth in a written instrument recorded in the Public Records.

10.3 Guidelines and Procedures.

(a) Use Guidelines. The Declarant may establish the initial Use Guidelines, which may include procedures for the review, approval and enforcement of the use or uses of and for all Building Sites or Units on a case by case basis. The Design Guidelines and Use Guidelines may be incorporated into a single document. The DRB shall have sole and full authority to amend the Use Guidelines. There shall be no limitation on the scope of amendments to the Use Guidelines; the DRB is expressly authorized to amend the Use Guidelines to remove requirements previously imposed or otherwise to make the Use Guidelines less restrictive. Nothing in this Article shall authorize the Board or the Owners to modify, repeal or expand the Use Guidelines. The DRB shall be responsible for the administration of the Use Guidelines and review of all applications for changes in use under this Article \_\_\_\_ shall be handled by the DRB. The DRB may establish and charge reasonable fees for review of applications hereunder and

may require such fees to be paid in full prior to review of any application. The DRB shall make the Use Guidelines available to Owners and may charge a reasonable fee to cover reproduction costs.

(b) Procedures For Review and Enforcement. No activities within the scope of Section \_\_\_\_\_ shall commence on any portion of the Properties, and no change of permitted uses of any Building Site or Unit, shall occur until an application for approval of the proposed use or uses for the specific Building Site or Unit or other portion of the Properties in question, has been submitted to and approved in writing by the DRB. Thereafter, the use for all or any portion of a specific Building Site or Unit or group of Building Sites or Units shall not be changed from that last approved by the DRB in accordance with this Article \_\_\_\_\_ unless and until an application for such change in use has been submitted to and approved in writing by the DRB. The DRB may require the submission of application forms and such information as it deems necessary to consider any application for approval of an initial use and/or for the approval of a change in use from one previously approved. Notwithstanding the foregoing, in the event the DRB fails to approve or to disapprove in writing an application for initial use or for a change of use within thirty (30) Days after submission of all requested information and materials, the application and the specific use for which approval is being sought shall be deemed disapproved unless an extension of such time period is agreed to by the DRB and the applicant. All such review and approval of the use or uses for any portion of the Properties shall be done and made in the DRB's sole and absolute discretion and an approval of a specific use for a Building Site or Unit or portion thereof, or a group of Building Sites or Units shall not be deemed an approval for any other Building Sites or Units nor shall it constitute a waiver of the right to withhold approval as to any similar proposals for use of a specific Building Site or Unit or of other Building Sites or Units within the general area. In addition, the DRB may grant variances to the Use Guidelines as set forth in Section \_\_\_\_\_. The failure of an Owner to submit and obtain approval for the specific use to be carried out on or within its Building Site or Unit (whether initial uses or change in use), or to comply with such use after approval thereof, shall be deemed a violation of this Declaration and shall be subject to enforcement by the DRB and/or the Association as provided in this Declaration and in the By-Laws.

10.4 Assessment and Voting Allocations. Any change on the limitations on use of a Building Site or Unit or the change of the actual use of a Building Site or Unit may impact the assessment and voting allocations for the affected Building Site or Unit as determined in accordance with the formula set forth in Exhibit E. The Board may, but shall not be obligated to, revise the Association's budgets to reflect such change and send the revised budgets to the District Assessors or Owners in accordance with Article \_\_\_\_\_.

10.5 Rules and Regulations. In addition to the Use Guidelines, the Board may adopt rules and regulations applicable to all or portions of the Properties. The Declarant shall have the right to amend, modify, expand, limit, or restrict such rules and regulations. At least thirty (30) Days prior to the effective date of any such modification, amendment, expansion or repeal of the rules and regulations pursuant to this Section, the Declarant shall provide notice of such modification or amendment. The posting of rules and regulations in a conspicuous manner and location within the Properties or the publication in a printed or "online" community newsletter of general circulation within the Properties shall be deemed sufficient notice to all Owners, Occupants, and other permitted users; provided, the Board, in its discretion, may provide notice

by other means or methods. The Association shall provide, without cost, a copy of the rules and regulations then in effect to any requesting Member or Mortgagee.

10.6 Occupants Bound. All provisions of the Governing Documents governing the conduct of Owners and establishing sanctions against the Owners shall also apply to all Occupants even though Occupants are not specifically mentioned.

10.7 Specific Use Guidelines.

(a) Permitted Uses. The Properties shall be used only for such purposes permitted by the Zoning Conditions, as described in the Master Plan, the Use Guidelines, and specifically approved by the DRB, consistent with this Declaration, any Supplemental Declaration and any Building Site Declaration.

(b) Prohibited Uses. The following activities and uses are expressly prohibited and restricted within the Properties:

(i) “adult entertainment uses”, which term shall mean and refer to any theater, establishment, equipment or system which: (A) shows, previews, sells, rents, distributes, displays, depicts or promotes in any way “adult” movies, films, motion pictures, videos, television shows, cable media, magazines, books or other medium, media or electronic experience (whether now or hereafter developed); or (B) sells, rents, or distributes sexually explicit games, toys, devices, or similar merchandise (provided that nothing herein is intended to require the blocking of access to the same from any personal computer or internet access point or any future technological equivalent). For the purposes of the foregoing, the term “adult” shall mean and refer to any material that is (Y) obscene or pornographic as determined by Declarant in its discretion, or (Z) rated X or NC-17 or its equivalent by the movie production industry (or any successor rating established by the movie production industry);

(ii) a facility for the sale of paraphernalia for use with illicit drugs; or

(iii) gambling for money facility or operation, including, but not limited to: off-track or sports betting parlor, table games such as black-jack, poker, slot machines, video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, the prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such activities are incidental to the business operation being conducted by the Owner or Occupant, or to activities which might be associated with gambling but whereby no money changes hands.

(c) Other Prohibited Uses. The Use Guidelines shall set forth activities and uses which are prohibited and restricted within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the DRB in its sole and absolute discretion. The Use Guidelines may designate certain areas or zones within the Properties, and the activities and uses permitted or prohibited and restricted within the Properties may vary by zone. The prohibitions and restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed or limited as provided in this Article.

(d) Obnoxious or Offensive Activity. No obnoxious or offensive activity that interferes with the peaceful possession and proper use and enjoyment of the Properties shall be conducted on the Properties, nor shall any improper, unsightly, offensive or unlawful use be made of any Building Site or Unit or of the Common Area, and all laws, Zoning Conditions, and regulation of all governmental bodies having jurisdiction shall be observed. Restricted and prohibited activities include without limitation the following:

(i) The use, enjoyment and occupancy of the Properties shall be in such a manner so as not to cause or produce any of the following effects discernible outside the building located thereon, or affect the adjoining property or any portion by its volume, duration, pounding beat, frequency or shrillness; smoke, dust, or dirt; unusual fire or explosive hazards; or vibration or light.

(ii) Loading, service and refuse areas shall be constructed in accordance with the Design Guidelines and approved by the DRB. No accumulation of rubbish, trash, or garbage shall be made except between regular garbage pick-ups, and then only in approved containers and screened from view from streets and other Building Sites or Units.

(iii) No use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device shall be audible to Occupants of other Units, except for sounds arising in connection with alarm devices used exclusively for security, fire and emergency purposes.

(iv) Discharge of firecrackers and other fireworks is prohibited except in connection with fireworks, laser shows or similar displays under a license or permit issued for that purpose and approved in advance by the DRB.

(v) Uses or in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

(vi) Picketing, protest marches, sit-in demonstrations, protest speeches, and other forms of public protest or conduct, including, without limitation, displaying Signage or placards on a Building Site or Unit or any vehicle, apparatus or otherwise within public view in the Properties, which tends to vilify, ridicule, denigrate, or impugn the character of Declarant, the Association, the Team, the Team Owner, any Protected Sponsors, their respective officers, directors or employees, or any Owner or Occupant shall be prohibited. Each Owner, by acceptance of the deed to any Building Site or Unit, shall be deemed to have accepted the foregoing prohibitions as reasonable limitations on such Owner's constitutional right of free speech.

Development, construction, and sales activities and Events conducted or permitted by Declarant, any Declarant-Related Entity or the Team Owner shall not be considered a nuisance or disturbance of the quiet enjoyment of any Owner or Occupant.

#### 10.8 Common Area, Plazas, Sidewalks, Pedestrian Ways and Bike Ways.

(a) Owners and Occupants shall refrain from any actions that deter from the enjoyment by other Owners of areas within the Properties designated as Common Area, pedestrian plazas, sidewalks, pedestrians ways, bike ways, etc. The Owners or Occupants shall

be solely responsible for the actions of their employees, lessees, invitees, clients, consumers, guests, pets and service animals. Prohibited activities shall include without limitation, maintenance of dogs or other pets under conditions which interfere with the use of the specified areas by other Owners, their tenants and invitees, playing of loud radios or musical instruments, holding of large gatherings without advance approval of the Board, loitering, or use of facilities, tents or other temporary structures, stages, vending machines or facilities, except for events approved in advance by the Board and otherwise permitted under this Declaration.

(b) Except as expressly provided in this Declaration, no fence, structure or other obstruction of any kind (except as required for construction of Improvements to the Common Area) shall, except in connection with Exclusive Use Areas or as otherwise set forth in this Declaration, be placed, kept, permitted or maintained upon the Common Areas, without the prior written consent of the Association. Notwithstanding the foregoing, temporary fencing or physical barriers may be utilized from time to time at the direction of the Association to provide for crowd control and public safety in connection with Events, which structures shall be removed as soon as practicable following any applicable Event.

(c) The DRB may adopt additional Use Guidelines, and the Board may promulgate rules and regulations for the use of the Common Areas so long as such actions do not negatively impact any rights to the access to the Stadium in connection with Events.

10.9 Hours of Operation. The DRB reserves the right to approve or disapprove any hours of operation beyond ordinary business hours applicable to a particular use.

10.10 Special Events. Special events or displays, other than Events, held within the Properties by any Person other than the Declarant, including without limitation educational, cultural, entertainment, promotional, sporting or social events or displays expected to draw increased vehicle, bicycle and pedestrian traffic to a Building Site or Unit, the Common Area, pedestrian plazas, sidewalks, pedestrian ways, bike ways within the Properties shall be approved in advance by the Board. Such approval shall be in the sole discretion of the Board.

10.11 Parking and Vehicles.

(a) Parking Facilities shall be constructed in accordance with the Design Guidelines and any applicable Parking Management Plan. Such Design Guidelines and Parking Management Plan may contain general provisions applicable to all Parking Facilities, as well as specific provisions that vary according to land use and from one Parking Facility to another depending upon the location, unique characteristics, and intended uses of the Parking Facility.

(b) Owners of Parking Facilities and permitted users of such Parking Facilities shall be obligated to refrain from any actions that would deter from or interfere with the use and enjoyment of the Parking Facilities by other authorized users of the Parking Facilities. Prohibited activities shall include, without limitation, obstruction of any of the Parking Facilities or charging parking-related fees in excess of such amounts permitted by any Parking Management Plan. Each Parking Owner, with the consent of the Board, may adopt, amend and repeal reasonable rules regulating the use and enjoyment of the Parking Facility, provided that the

Owner shall not by the adoption of any rule or regulation bar access to Parking Facility except as may be specifically permitted pursuant to the Parking Management Plan.

(c) The Board may prohibit, restrict, regulate or designate certain areas for the parking of construction vehicles or equipment, delivery vans and vehicles, buses, golf carts, mobile homes, recreational vehicles, boats, trailers, stored or inoperable vehicles, and other similar vehicles.

(d) Operation of motorized vehicles on pedestrian ways, bike ways, sidewalks and plazas maintained by the Association is prohibited unless specifically permitted in the discretion of the Board. Any use of pedestrian ways, bike ways, sidewalks and plazas maintained by the Association for motorized vehicles shall be subject to local laws and ordinances, and any restrictions established by the Board in permitting such use; provided, however, that the Association shall not impair the right of the County, BSC, Event Holders and/or the Team Owner to operate trams, shuttle systems, passenger vehicles and valet services to and from the Stadium and Event Area in connection with Events.

(e) Nothing herein contained shall interfere with any provision under the Americans with Disabilities Act or any other Applicable Law.

(f) Declarant shall not be responsible for any loss or damage to any private property used, placed or stored in, on, or within the Parking Facilities. Without limiting the foregoing, any Person parking a vehicle in, on or within the Parking Facilities assumes all risk of loss with respect to such Person's vehicle in such Parking Facilities.

(g) No structure or other obstruction of any kind (except as may be specifically permitted herein or pursuant to the Parking Management Plan) shall be placed, kept, permitted or maintained upon the Parking Facilities without the prior written approval of Declarant.

(h) Declarant hereby reserves the right to eject from the Parking Facilities any Persons not authorized by the applicable Owner to use the same, Declarant additionally reserves the right to close off any portion of the Parking Facilities subject to the easements granted herein, for such reasonable periods of time as may be legally necessary to prevent any acquisition of prescriptive rights; provided, however, that before closing off any portion of the Parking Facilities as provided above, Declarant shall utilize reasonable efforts to give notice to the applicable Owners of its intention to do so and shall utilize reasonable efforts to coordinate its closing with the activities of the affected Owners so that no material interference with the use by such Owners occurs.

(i) Declarant reserves the right to impose from time to time, in its discretion, such parking fees as it deems appropriate with respect to parking by any Owner or their Occupants upon all or any portion of the Parking Facilities in accordance with the Parking Management Plan.

(j) Declarant shall have the right to implement sanctions for violations of this Declaration, the Design Guidelines, and/or any applicable Parking Management Plan by an Owner or an Owner's Occupants. Such sanctions may include, without limitation:

- (i) Imposing monetary fines which shall constitute a lien upon the applicable Building Site or Unit or, in the event the fine is imposed upon an owner, tenant or other occupant of an individual condominium Unit, a lien upon the Unit itself;
- (ii) Suspending the right of an Owner or Occupant's right to use any or all of the Parking Facilities;
- (iii) Exercising self-help, including, without limitation, the towing or booting of vehicles; and
- (iv) Exercising any and all other rights and remedies as set forth herein.

10.12 Subdivision. Subdivision of a Building Site or Unit into two (2) or more Building Sites or Units, including but not limited to the formation of a condominium, or changing the boundary lines of any Building Site or Unit after a plat or subdivision plan including such Building Site or Unit has been approved and filed in the Public Records is prohibited, except with the prior written consent of the DRB and the Declarant. Such approval may be granted or withheld in the DRB's and the Declarant's sole discretion and may be conditioned upon any reasonable requirements, including but not limited to the review and approval of any additional covenants as set forth in Section \_\_\_\_\_ and the requirement that the Owner grant any access, parking, Utility, drainage and other easements within the Building Site or Unit to be subdivided that the DRB reasonably deems necessary or beneficial for the development and use of the resulting subdivided Building Sites or Units, other property subject to the Declaration, or Ballpark Village.

10.13 Real Estate Sales Offices. Declarant shall have, and hereby expressly retains and reserves on behalf of itself and its designees, the exclusive right to own, lease and/or operate any real estate sales, leasing or brokerage office or operation within the Properties. Such exclusive right shall continue in perpetuity. No real estate sales, leasing or brokerage company or agency (other than one owned, leased, or operated by Declarant or its designee) shall be permitted to own, lease or operate any offices offering real estate sales, leasing or brokerage services within the Properties or to advertise, promote, publicize or market within, or otherwise be identified or associated with sales, leasing or brokerage activities at or within any portion of the Properties, except with the prior written consent of the Declarant, which consent may be withheld in the sole and absolute discretion of the Declarant.

10.14 Portable Stalls and Kiosks. Selling, or offering for sale, or operating any motor vehicle, push cart, portable stall, kiosk, catering or food truck for sale of, or conducting any business for the purpose of causing the sale of, goods, merchandise, food, and/or beverages from any motor vehicle, push cart, portable stall, kiosk or catering or food truck parked, stopped, or standing upon any portion of the Properties or any dedicated roadways or other public property within Ballpark Village shall require the prior written approval of the Declarant and the Team Owner. Such approvals shall be granted or withheld in the sole discretion of the Declarant and the Team Owner, respectively. This provision shall specifically prohibit the sale of Tickets by a peddler or itinerant vendor, other than by a Person expressly authorized by the Team Owner, which approval may be granted or withheld in the sole discretion of the Team Owner. Prior to any approval, the Declarant and Team Owner may require submittal of information, the issuance

of permits, the payment of fees, and compliance with any rules and regulations and operational guidelines as Declarant and Team Owner each deem appropriate. The approval of the Declarant and Team Owner shall not supersede any requirement for approval by or permits as may be required by Applicable Law and shall not serve as a representation or warranty by the Association that such approvals and permits may be obtained pursuant to Applicable Law.

10.15 Environmental Protection. Except as permitted by the DRB, any activities which materially disturb or destroy the vegetation or air quality within the Properties or adjoining areas or which use excessive amounts of water are prohibited. Restricted and prohibited activities include without limitation the following:

(a) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage or irrigation ditch, swale, or pond, or elsewhere within the Properties, the Additional Property or adjoining areas is prohibited, except that fertilizers may be applied to landscaping on Building Sites provided care is taken to minimize runoff.

(b) Obstruction, rechanneling or any other interference with drainage flows after location and installation of drainage swales, storm sewers, or storm drains is prohibited, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Building Site or Unit without the Owner's consent.

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from creeks, streams, rivers, ponds, wetlands, or other ground or surface waters within the Properties are prohibited unless approved by the DRB, except that Declarant and the Association shall have the right to draw water from such sources. Neither the Declarant nor the Association make any representations as to the suitability of the water for any purpose.

No Owner shall use, or permit the use of, Hazardous Materials (as hereinafter defined) on, about, under or in its Building Site or Unit or any of the Properties, except in the ordinary course of its usual operations conducted thereon, and any such use shall be at all times in compliance with Applicable Law. Each Owner agrees to defend, protect, indemnify and hold harmless each other Owner from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to costs of investigation, remedial or removal response, and reasonable attorneys' fees and cost of suits, arising out of or resulting from any Hazardous Material used or permitted to be used by such Owner whether or not in the ordinary course of operations.

10.16 Fuel Storage and Dispensing. On site storage and dispensing of gasoline, heating, or other fuels is prohibited, except that the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground or above-ground fuel tank used for storage of fuels used incident to (a) cooking operations in connection with the operation of a restaurant or other food service facility approved by the DRB or (b) by BSC or its employees, agents or assigns in connection with the use of the Stadium, and provided in either case that operation and installation of such facilities shall be according to Applicable Laws, including without limitation all Zoning Conditions.

10.17 Animals and Pets.

(a) Raising, breeding or keeping of animals, of any kind is restricted within the Units to the keeping of a reasonable number of dogs, cats, or other usual and common household pets. The Board, in its sole discretion, may make further restrictions regarding pets, including without limitation restrictions on the number, size, and types of pets permitted within Units.

(b) Pets shall be kept on a leash or otherwise confined in a manner acceptable to the Board, and shall not be permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the Owners of Units, their tenants and invitees, or Persons utilizing any portion of the Common Area or Event Area. Pets shall be registered, licensed and inoculated as required by Applicable Law. The owners of the pet shall be responsible for all of the pet's actions. Pet waste shall be promptly removed and disposed of in proper receptacles. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Properties or to nearby property or destructive of wildlife, it shall be removed from the Properties. By way of explanation and not limitation, this Section \_\_\_\_\_ may be enforced by exercising self-help rights provided in Section \_\_\_\_\_ of this Declaration.

(c) Nothing herein contained shall interfere with any provision under the Americans with Disabilities Act or other Applicable Law.

10.18 Restrictions During Events. The Owner of any Building Site or Unit may not use its roof top, balconies, patios, terraces, Exclusive Use Areas, or any other Common Areas: (i) for the establishment of any private "Stadium club" or similar facility; (ii) to install any Improvements; (iii) to grant licenses or similar rights, sell Tickets, charge a fee, cover charge, admittance fee, or other similar consideration or benefit for the use or occupancy of any building, rooftop, balcony, patio, terrace, Exclusive Use Area, or other Common Area, to generate revenues in connection with the viewing of any Event without the prior written approval of the Team Owner in its sole and absolute discretion.

10.19 Protected Sponsors. No Signage may be erected, placed, modified, maintained, held or displayed within or visible from the Common Area, any Private Street, any public right-of-way, the Stadium, any Team-Related Amenity, or the exterior of any Unit in violation of the rights of any Protected Sponsor pursuant to Sections \_\_\_ and \_\_\_\_\_.

10.20 Owners' Acknowledgment and Notice to Purchasers.

(a) All Owners and Occupants of Building Sites and Units and purchasers are given notice that the specific operational use or uses of each Building Site and Unit is limited by the use review and approval rights of the DRB, the general Use Guidelines, and the Rules and Regulations as either of them may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a Deed or entering into a contract for the purchase of a Building Site or Unit, acknowledges the rights of Declarant and DRB with respect to review and approval of the specific uses of the Properties and the Board with respect to the rules and regulations, agrees to abide thereby, and further acknowledges and agrees that the specific use and enjoyment

and marketability of its Building Site or Unit can be affected and that the Use Guidelines and rules and regulations, may change from time to time.

(b) Each Owner further acknowledges that certain uses on one Building Site or Unit may impact the use of another Building Site or Unit. For example, the use of a Unit for a bar and restaurant may impact the use of another Unit due to governmental rules and regulations. Each Owner shall be responsible for determining the impact of such uses on its Building Site or Unit.

10.20 Applicability. All provisions of this Declaration, any Use Guidelines and applicable rules and regulations shall apply to all Owners, Occupants, employees, lessees, clients, customers, guests and invitees of any Unit. Any lease on any Unit shall provide that the lessee and all Occupants of the leased Unit shall be bound by the terms of the Governing Documents.

19.10 Compliance. Every Owner and Occupant of any Building Site or Unit shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association, the Declarant, any Declarant-Related Entity, the Team Owner, or, in a proper case, by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available pursuant to Applicable Law or in equity, in addition to those enforcement powers granted in Section \_\_\_\_\_. Each Owner by acceptance of a Deed to any portion of the Properties expressly and specifically waives the right to raise or assert any and all defenses against, any rights to object to, or any claims arising from, any discriminatory and discretionary exercise, lack of exercise, enforcement or lack of enforcement of any provision of the Governing Documents against less than all Owners, Building Sites, or Units.