

**LEAFMORE FOREST CONDOMINIUM ASSOCIATION, INC.**

**ARCHITECTURAL MODIFICATION FORM-  
REQUEST FOR EXTERIOR  
IMPROVEMENT/MODIFICATION (Exhibit "B")**

***Note: This complete form (Exhibits A and B) must be completed, submitted and approved prior to the Architecture Committee and HOA Board considering your request and to commencing any work. Incomplete forms will be returned. Documentation submitted for review becomes the property of Leafmore Forest Condominium Association, Inc.***

**Name:**

**Date:**

**Address:**

**Home Phone:**

**City/State/Zip:**

**Cell Phone:**

As required by the Declaration of Condominium for Leafmore Forest ("Declaration"), please provide the Architectural Committee ("Arch") with all the information necessary to evaluate your request thoroughly and quickly. Requests must include, without limitation, the following information: site plan (including all dimensions), drawings (if applicable), detailed description of the request, list of materials, color swatches, pictures, brochures (if applicable), and any other information as specifically required below or as required by Arch.

**DESCRIPTION of Improvement or Modification Requested. Please include any drawings, blueprints, and specifications (attach separate sheets if necessary):**

**Estimated Start Date:**

**Completion Date:**

The undersigned agrees that no work shall commence until written approval of Arch. has been received. The undersigned represents and warrants that the requested improvements and/or modifications strictly conform to the Arch requirements and the changes shall be made in strict conformance to those guidelines and in accordance with the approval herein granted, unless a variance is specifically granted by the Arch. Any modifications that are not made in conformance with the Arch. guidelines and/or this form shall be considered a violation of the governing legal documents for the

community and shall be enforced accordingly. The applicant understands that he/she is responsible with all city, county and state regulations including, but not limited to, obtaining the proper permits as required, and that the modification, (if approved), is restricted to the undersigned's property. Failure of the undersigned Applicant to obtain the proper permits shall deem any approval granted hereunder void and the modification a violation of the Declaration, which will be subjected to full enforcement rights.

Neither Leafmore Forest Condominium Association, Inc., its Board of Directors, nor its successors, assigns, agents, representatives, agents or employees shall be liable for damages or otherwise to anyone requesting approval of an improvement or alteration by reason of mistake in judgment, negligence or nonfeasance, arising out of any action with respect to any submission. The Arch. review is directed toward review and approval of site planning, appearance and aesthetics. None of the foregoing assumes any responsibility regarding design or construction, including, without limitation, the structural integrity, mechanical or electrical design, methods of construction, or technical suitability of materials. The undersigned hereby releases and covenants not to sue all of the foregoing from/for any claims or damages regarding this request or the approval or denial thereof, or the modification requested.

Applicant's Printed Name:

Date:

Applicant's Signature:

Date:

**FOR Arch. Comm. Leafmore Forest HOA Board USE ONLY:**

**Date Received:**

**Date of Decision:**

**Arch. Comm Recommendation – APPLICATION IS:**

1. \_\_\_\_ Approval Recommended
  
2. \_\_\_\_ Approval Recommended with Conditions  
(see below)
  
3. \_\_\_\_ Disapproval Recommended (see  
reason(s) below)

**CONDITION(s) REQUIRED TO BE MET BEFORE THE HOA BOARD  
OF DIRECTORS VOTE:**

**REASONS FOR DISAPPROVAL  
RECOMMENDATION:**

**HOA Board of Directors Vote – APPLICATION IS:**

1. \_\_\_\_ Approved

2. \_\_\_\_ Approved with Conditions (see below):

3. \_\_\_\_ Disapproved: (see reason(s) below) :

Leafmore Forest President or Board Member:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT  
"A"**

Return to: Gaddis & Lanier, LLC  
3330 Cumberland Blvd., Suite 500  
Atlanta, Ga. 30339

STATE OF GEORGIA COUNTY OF DEKALB Index in Grantor Index Under Owner's Name(s): \_\_\_\_\_ and Association's Name: LEAFMORE FOREST CONDOMINIUM ASSOCIATION, INC. and OWNERS DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ and DECLARATION OF CONDOMINIUM DEED BOOK 22149, PAGE 227

***TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT  
MAINTENANCE COVENANT AND APPROVAL OF ARCHITECTURAL  
MODIFICATIONS & CONNECTIONS TO COMMON ELEMENTS***

THIS EASEMENT AND MAINTENANCE COVENANT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ on behalf of itself and its successors-in-title and assigns ("Owner(s)"); and **LEAFMORE FOREST CONDOMINIUM ASSOCIATION, INC.**, on behalf of itself, its successors and members ("Association");

WHEREAS, Owner(s) is/are the record owner(s) of Unit \_\_\_\_\_, Land Lot \_\_\_\_ of the \_\_\_\_ District, DeKalb County, Georgia, \_\_\_\_ ("Unit"), located at Leafmore Forest Condominiums, as described in the Declaration of Condominium for Leafmore Forest, a Condominium, recorded in Deed Book 22149, Page 227, et seq., DeKalb County, Georgia Records, as amended ("Declaration"); as amended, and

WHEREAS, Paragraph 5 of the Declaration gives the Association the power to grant permits, licenses or easements across the Common Elements, as authorized by the Declaration or the Bylaws; and to dedicate or transfer all or any portion of the Common Elements subject to such conditions as may be agreed to by the members of the Association; and O.C.G.A. § 44-3-87 and § 44-3-106 gives the Association the power to grant easements over the Common Elements; and

WHEREAS, Owner intends to erect and/or construct, modify or change certain elements including the roof to Owner's Unit as specifically described on the attached Leafmore Forest Association Request for Architectural Change/Addition forms and floor plans depicting the Unit and Common Elements affected attached hereto and incorporated herein as Exhibit "B" ("Improvement"); and

WHEREAS, subject to the terms of this Agreement, the Board of Directors have agreed to allow the renovations requested to be constructed as part of the Unit and on the Common Elements.

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

1. Association does hereby approve and permit Owner, its successors, and assigns a temporary easement over the Common Elements on which any part of the Improvement will be constructed and located ("Construction Area"). The Construction Period shall run from the date of execution of this Agreement and shall expire on the date the Certificate of Occupancy for the Improvement has been issued to Owner, and in any event no more than \_\_\_\_\_ (\_\_\_) months from the date of execution of this Agreement.

2. Notwithstanding any other provisions in the Association's governing legal documents with regard to maintenance obligations, Owner hereby covenants and agrees, on behalf of itself and its successors, heirs, and assigns, to be responsible for the maintenance, repair, upkeep, replacement and insurance of the Improvement, including naming the Association as an additional insured ("Permanent Maintenance Covenant"), and including, but not limited to general liability and property damage insurance. The Association reserves the right to require additional insurance coverage as the Association deems necessary and appropriate and the Owner will be obligated to keep the Improvement insured at all times, and must provide certifies evidencing such insurance to the Association annually (and upon request by the Association at any time). Owner shall keep the Improvement properly maintained and cleaned, in accordance with the standards for Leafmore Forest as outlined in the Declaration, Bylaws, or rules and regulations.

3. Association and its Board of Directors expressly disclaim, and the Owner acknowledges and agrees, that their approval of the Improvement reflects upon the applicability of any building code, zoning or other regulation or ordinance, tax consequences, or any other code, regulation, ordinance or law, or reflects upon the structural integrity of the Improvement, and neither Association nor its Board of Directors shall be liable for noncompliance with any building code, regulation or ordinance, or any other code, regulation, ordinance or law, or for any failure of structural integrity of the Improvement. Owner agrees to hold harmless and indemnify the Association, its Board of Directors, officers, and agents, for any violation for noncompliance with any building code, regulation or ordinance, or any other code, regulation, ordinance or law and/or any fines issued regarding same.

4. During the Construction Period, Owner shall, at all times during the construction, repair, replacement and maintenance of the Improvement, keep those portions of Leafmore Forest surrounding the Construction Area free from accumulation of waste materials or rubbish caused by its operations during the Construction Period. Owner shall ensure that contractors remove all of their waste materials and rubbish from any and all of Leafmore Forest property, as well as all of their tools, construction equipment, machinery, and surplus materials at the end of the Construction Period. Owner agrees that construction activities will occur only during normal business hours: Monday through Friday 9 a.m. to 5 p.m.

5. Owner shall be responsible for the preservation of the Construction Area, and shall use utmost and ordinary care to prevent damage to all improvements in the Construction Area during

the Construction Period.

6. All costs associated with the construction, and/or related to, directly or indirectly, the Improvement, including, but not limited to the finished alternations to the Improvement both during and after construction, shall be borne by Owner.

7. During the Construction Period, Owner shall take all precautions necessary to protect the public against injury, and, where necessary, will post warning flags, signs, and signals and cordon off the Construction Area at such times and places as the Association deems necessary and/or as safety may require.

8. Owner shall indemnify and hold harmless Association, its members, officers, and directors from any and all claims, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees actually incurred, arising out of, resulting from, or in any way related to the Owner's exercise of rights conveyed to it hereunder or performance of any work by Owner, its agents, contractors, or employees both during the Construction Period and after related to the Improvement and the maintenance and repair thereof for so long as Owner owns the Unit. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

9. If the Improvement, as approved and as identified on Exhibit "B" hereto, encroaches onto the Common Elements or Areas of Common Responsibility of the Association, then the Association does hereby grant and convey an easement appurtenant to the Unit to provide for the construction, erection, maintenance and existence of the Improvement, in the location identified on Exhibit "B" hereto.

10. If Owner(s) fail(s) to conform to this Agreement, or if Owner breaches any term of this Agreement at any time, Association shall have all rights against Owner(s) available at law or in equity and under the Declaration, including the right to impose monetary fines and/or use self-help/abatement to remedy the violation, with all costs associated with self-help/abatement of any breach or violation to be paid by the Owner, and the Association shall also have, after a ten (10) day, written notice and opportunity to cure, the right to rescind its approval and require the removal of the Improvement.

11. Owner agrees to remit payment to the Association for all legal fees incurred by the Association for preparing, recording and/or enforcing this Agreement the terms hereof. Association shall submit a legal fee invoice for the costs of preparing and recording this Agreement within thirty (30) days after its recording, and Owner shall remit payment for same within ten (10) days of being presented with the legal fee invoice.

By the existence of this Agreement, any conveyance of the Unit shall be deemed to include the recitations and declaration required by this paragraph, whether or not the instrument of conveyance specifically makes reference hereto. By the acceptance of a conveyance of the Unit, any and all successors-in-title to Owner(s) agree to the contents and terms of this Agreement

perpetually.

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

Signed, sealed, and delivered this **UNIT OWNER(S)**:

\_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of:

Witness \_\_\_\_\_

Notary Public

[Notary Seal]

Signed, sealed, and delivered this **ASSOCIATION: Leafmore Forest Condominium Association, Inc.** \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the presence of:

By:  
President

Witness

Attest:  
Vice President

Notary Public

[Notary Seal]