

Agreement

This Agreement is entered into by and between Pritchard Brothers Investments and Raines Homes LLC (together, "P&R"), as the current and prospective owners of the Property (as outlined in green on the attachment hereto and hereinafter designated as "New Development"), and The Parkview Village Homeowners Association, Inc. ("HOA"). In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including, but not limited to the connection to and use of the Water Detention Facility owned by the Parkview Village Homeowners Association (the "HOA") and located in the Common Area of property owned by the HOA (as outlined in orange on the attachment hereto and hereinafter designated as the "Detention Facility"), P&R and the HOA do hereby agree as follows:

1. P&R shall refurbish the Detention Facility by removing the trees, other growth and silt, installing a permanent ramp and painting the fence surrounding the Detention Facility.
2. P&R shall bring the Detention Facility up to the standards (the "Standards") as designated and approved by the City of Smyrna ("City") Engineer or such other appropriate governing City body.
3. P&R shall return any disturbed portions of the Common Area to their condition existing prior to any work done by or through P&R in connection with the Detention Facility and/or the New Development.

Any costs associated with items 1, 2 or 3 above shall be borne solely by P&R. The HOA shall not bear any costs whatsoever in connection with such items. In addition, any work performed in connection with the above items shall be done in a lien free manner and shall be performed in accordance with the normal and reasonable construction standards for such similar work performed in the Cobb County, GA area. P&R shall indemnify and hold harmless the HOA from and against any liens filed in connection with such work.

In addition, the owners of the New Development shall be governed by one of the following alternatives, to be selected by the HOA in its sole discretion:

1. Alternative A -No Inclusion of New Development into the HOA:

Should the HOA NOT approve the inclusion of the New Development into the HOA:

- a. P&R shall pay the HOA \$2,000.00 promptly upon commencement of development of the New Development. Commencement shall be deemed

PL
m
JAS

- b. Each owner of a home built in the New Development shall pay to the HOA through their homeowners association a yearly payment of \$100 per home, the due date of such payment to be determined by the HOA.
2. Alternative B- Inclusion of the New Development in the HOA:

Should the HOA approve the inclusion of the New Development into the HOA, P&R shall pay the legal fees to amend the Declaration, Covenants and Restrictions and all related documents for Parkview Village (the "Covenants") to include the New Development. All homeowners in the New Development shall abide by the Covenants and shall:

- a. pay an initiation fee of \$500 at the closing of the purchase of each house; and
- b. pay the yearly annual dues as determined from time to time by the HOA (currently \$400/year), the due date of such payment to be determined by the HOA.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

P&R:

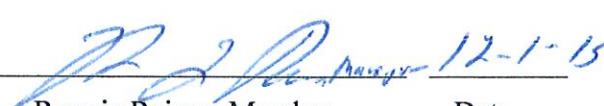
Pritchard Brothers Investments

By: 
Frank L. Pritchard, Partner

12/1/15
Date


FLP

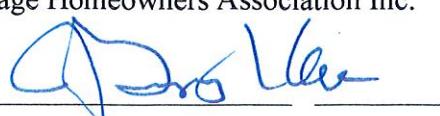
Raines Homes LLC

By: 
Ronnie Raines, Member

12-1-15
Date

HOA:

Parkview Village Homeowners Association Inc.

By: 

12-1-15

John R. Long 12-1-15

Mr. Mds 12-1-15

✓

✓

✓

ATTACHMENT