



CITY OF MABLETON, GEORGIA
5656 Mableton Parkway , Mableton , GA
November 6, 2025 at 6:30 PM

Commissioner Cheryl Davis
Commissioner Jeanette Hardee
Commissioner Robin Meyer
Commissioner Undriss Miller
Commissioner Donte Philpot
Commissioner Carl Valenzano
Commissioner Vinis Walker

PLANNING COMMISSION REGULAR MEETING AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES**
- 4. UNFINISHED BUSINESS**
 - a. REZ-2025-004 - 6851 Queen Mill Road (Tax Parcel 18040500240) - Request to rezine 4.0-acre parcel from R-20 to R-15 for the development of seven (7) single-family detached homes.**
- 5. NEW BUSINESS**
 - a. REZ-2025-005 - 4470 Floyd Rd Drive (Tax Parcel 19100100060) - Request to rezone 0.5 acre parcel from R-20 to RD for the development of a duplex project. - Staff Hold**
 - b. REZ-2025-006 - Tax Parcel 18020100030 (Old Alabama Rd) and Tax Parcel 18025800020 (Cardell Rd) - Request to rezone 22 acres from R-20/OSC to RA-6 for the development of 101 single-family detached homes. - Staff Hold**
 - c. Approval and Adoption of the Planning Commission 2026 Calendar**
- 6. ADJOURNMENT**

Persons with special needs relating to handicapped accessibility, disability, or foreign language may contact the City Clerk at (404) 927-9502 or susan.hiott@mableton.gov at least three days prior to the meeting. The clerk can be located at the City of Mableton Offices, Riverside EpiCenter, 135 Riverside Pkwy, Austell, Georgia 30168 during regular office hours.

FEE AMT: \$815.00
received @ Paid

Attachment A

Application for Rezoning Mableton, Georgia

Application No. RE2 2025-004

PC Hearing Date: Foratively 10/9/25

M&C Hearing Date: 10/22/25

Applicant Alexander Propp (applicant's name printed) Phone# 678-314-8702

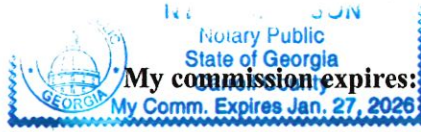
Address 6630 Williamson Dr, Atlanta, GA 30328 E-mail paa110855@gmail.com

Property OWNER Address _____
(representative's name, printed)

Property OWNER Phone# _____ E-mail _____
(representative's signature)

Signed, sealed and delivered in presence of:

[Signature]
Notary Public



January 27, 2026

Titleholder Alexander Propp (titleholder's name, printed) Phone# 678-314-8702 E-mail paa110855@gmail.com

Signature [Signature] Address 6630 Williamson Dr, Atlanta GA 30328
(attach additional signature, if needed)

Signed, sealed and delivered in presence of:

[Signature]
Notary Public



January 27, 2026

Zoning Request From R-20 (present zoning) to R-15 (proposed zoning)

For the Purpose of subdivision (subdivision, restaurant, warehouse, apt., etc.) Size of Tract 4.2 Acre(s)

Location 6851 Queen Mill Rd, Mableton, GA 30126
(street address, if applicable; nearest intersection, etc.)

Land Lot(s) 18040500240 District(s) _____

We have investigated the site as to the existence of archeological and/or architectural landmarks. I hereby certify that there are such assets. If any exist, provide documentation with this application.

[Signature]
(applicant's signature)

We have investigated the site as to the existence of any cemetery located on the above property. I hereby certify that there is such a cemetery. If any exist, provide documentation with this application.

[Signature]

Attachment B

Application No. _____

Summary of Intent for Rezoning

Part 1. Residential Rezoning Information (attach additional information if needed)

- a) Proposed unit square-footage(s): 7 lots ranging from 15,240 to 22,000 sq. ft
- b) Proposed building architecture: 7 two-story houses with 3,000-5,000 sq. ft
- c) List all requested variances: 25' front setback for all lots due to grading/topography

Part 2. Non-residential Rezoning Information (attach additional information if needed)

- a) Proposed use(s): _____
- b) Proposed building architecture: _____
- c) Proposed hours/days of operation: _____
- d) List all requested variances: _____

Attachment C1

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant* - please see definition below)

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? _____

No

If so, describe the nature and extent of such interest: _____

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? _____

No

If so, describe the nature and extent of such interest: _____

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above? _____

No

If so, describe the relationship and the nature and extent of such interest: _____

I certify that the foregoing information is true and correct, this 3d day of August, 2025.



Applicant's Signature

¹If the answer to any question is "Yes," then the Mayor or the member of the Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action

Attachment C2

CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant - please see definition below)*

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? No

If so, the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of Mableton within ten (10) days after this application is first filed.

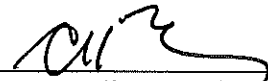
Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made: _____

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution: _____

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: _____

I certify that the foregoing information is true and correct, this 3d day of August, 2025.



Applicant's Signature

¹If the answer to any question is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

Attachment H

STATEMENT OF AGREEABLE ZONING CONDITIONS

Zoning Analysis (Attachment J)

- a) This zoning proposal will keep the low density, single-family character of the Queen Mills Rd corridor.
- b) It will not adversely affect the existing use or usability of adjacent and nearby properties.
- c) This parcel used to have one single-family house built in 1940. It was destroyed by fire in 2023 and demolished in 2025.
- d) This zoning proposal will not overburden streets, utilities, or schools.
- e) This proposal is in line with the land use plan.
- f) Mableton needs more housing including single family homes.

Notification of Proposed Rezoning

Dear neighbor,

The property at 6851 Queen Mill Rd, comprising 4.2 acres, is under application for rezoning from R-20 to R-15. See attached concept plan with 7 single family lots that are over 15,000 sq. ft in size. You are welcome to contact us with any questions.

The monthly public open house will be held on

Applicant: Alexander Propp

678-314-8702. Email: paa110855@gmail.com

Mableton zoning office:

404-590-2511. Email : zoning@mableton.gov



Pre-Application Meeting Request Form

Instructions:

Please complete all sections of this form to request a pre-application meeting. Submit the completed form and any supporting documents to Planning and Zoning Division. You will be contacted to schedule the meeting.

1. Applicant Information

- Name: Alexander Propp
- Organization/Company (if applicable): _____
- Mailing Address: 6630 Williamson Dr, Atlanta, GA 30328
- Phone Number: 678-314-8702
- Email Address: paa110855@gmail.com

2. Project Information

- Project Name/Title: Queen Mill Retreat
- Project Address/Location: 6851 Queen Mill Rd, Mableton, GA 30126
- Parcel Number(s): 18040500240
- Current Zoning: R-20
- Proposed Use/Development Type: (Check all that apply)
 - Residential
 - Commercial
 - Industrial
 - Mixed-Use
 - Other (please specify): _____

• **Brief Description of Proposal:**

Subdivide the existing 4.2 acre parcel into 8 parcels including 7 buildable lots and a water detention area.

Note: I already had a preliminary meeting with Michael Hughes who suggested keeping low density single family development.

3. Meeting Preferences

- Preferred Meeting Date(s) and Time(s):

1. any time asap
2. _____

- Preferred Meeting Format: any format

- In-person
- Virtual/Online
- Phone

4. Supporting Documents

Please attach any relevant documents (site plans, sketches, maps, etc.) that will help staff understand your proposal.

Site Concept 4 dated 07/28/25 from PEC Engineering


5. Questions or Topics for Discussion

List any specific questions or topics you would like addressed during the meeting:

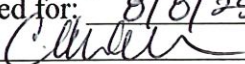
Timeline and steps for project review.

6. Signature

I certify that the information provided is accurate to the best of my knowledge.

Signature:  Date: 8/3/25

For Office Use Only:

- Date Received: 8/4/25
- Meeting Scheduled for: 8/8/25
- Staff Assigned: 

Post signed 7/13/25

Application for Variance Mableton, Georgia

(type or print clearly)

Application No. V-25-004-001
Hearing Date: 8/14/25

Applicant Alexander Propp Phone # 678-314-8702 E-mail paa110855@gmail.com
(representative's name, printed) Address 6851 Queen Mill Rd, Mableton, GA 30126
(street, city, state and zip code)

Phone # _____ E-mail _____
(representative's signature)

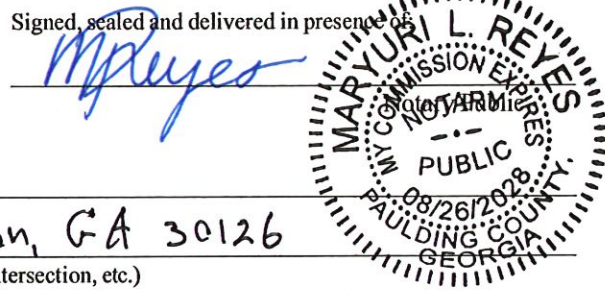
Signed, sealed and delivered in presence of:

My commission expires: _____ Notary Public

Titleholder Alexander Propp Phone # 678-314-8702 E-mail paa110855@gmail.com
Signature [Signature] Address: 6630 Williamson Dr, Atlanta GA 30328
(attach additional signatures, if needed) (street, city, state and zip code)

Signed, sealed and delivered in presence of:

My commission expires: 8-26-28



Present Zoning of Property R-20
Location 6851 Queen Mill Rd, Mableton, GA 30126
(street address, if applicable; nearest intersection, etc.)

Land Lot(s) _____ District _____ Size of Tract _____ Acre(s) _____

Please select the extraordinary and exceptional condition(s) to the piece of property in question. The condition(s) must be peculiar to the piece of property involved.

Size of Property _____ Shape of Property _____ Topography of Property _____ Other _____

Does the property or this request need a second electrical meter? YES _____ NO _____

How many stories is the proposed building? _____ How many square feet? _____

The City of Mableton Zoning Ordinance Section (insert) states that the City of Mableton Board of Zoning Appeals must determine that applying the terms of the Zoning Ordinance without the variance would create an unnecessary hardship. Please state what hardship would be created by following the normal terms of the ordinance.

Due to topography and the way the existing structure was built, we can't achieve a 40' front setback from the road.

List type of variance requested: To allow the front yard setback as 20'.

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No

If so, describe the nature and extent of such interest:

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If so, describe the nature and extent of such interest:

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above?

No

If so, describe the relationship and the nature and extent of such interest:

I certify that the foregoing information is true and correct, this 10 day of June, 2025

Applicant's Signature

¹If the answer to any question is "Yes," then the Mayor or the member of the Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

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ATTACHMENT C2

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No

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Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 10 day of June, 2025
June 2025



Applicant's Signature

¹If the answer to any question is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

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LOCUS MAP
N.T.S.

#	DATE	CHANGE DESCRIPTION
A	10/30/2025	INITIAL ISSUE

OWNER:
MR. ALEXANDER PROPP
16630 WILLIAMSON DR. NE
ATLANTA, GA 30328

PREPARED FOR:
MR. ALEXANDER PROPP
16630 WILLIAMSON DR. NE
ATLANTA, GA 30328

PROJECT:
QUEEN MILL ROAD - A MASTER PLANNED
RESIDENTIAL DEVELOPMENT
6851 QUEEN MILL ROAD
MABELTON, GA, 30126
(COBB COUNTY)

PREPARED BY:
 11 THE CROFT
ATLANTA, GA 30342
PHONE: (404) 426-2868

DRAWING TITLE:
ROADWAY GRADING PLAN

THIS DRAWING IS NOT TO BE
USED FOR CONSTRUCTION
PURPOSES UNTIL ISSUED AS
A CONSTRUCTION DRAWING
BY SCOTCHIE CIVIL
ENGINEERING, LLC.

DRAWN BY: GBS CHECKED BY: GBS

Proj. # 2025-06

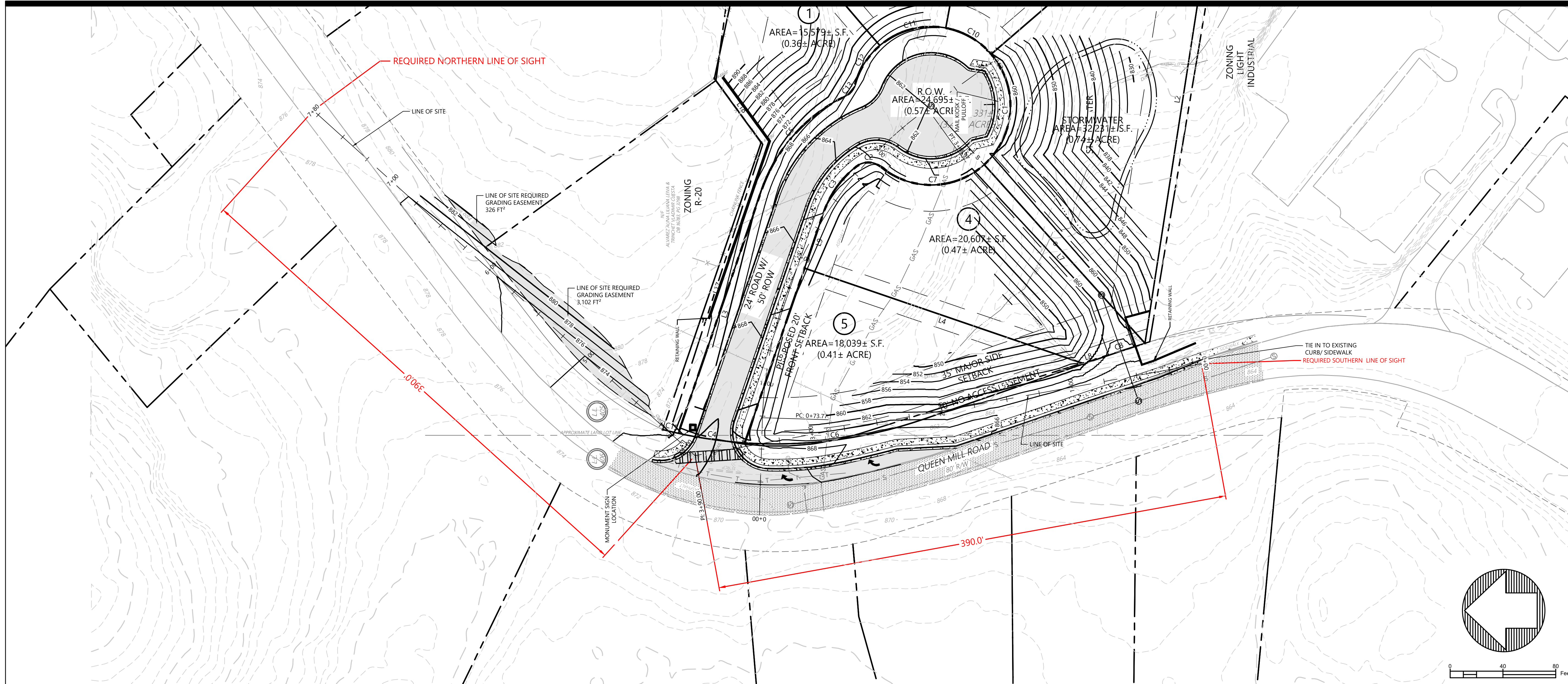
C4.00

PRELIMINARY PLANNING

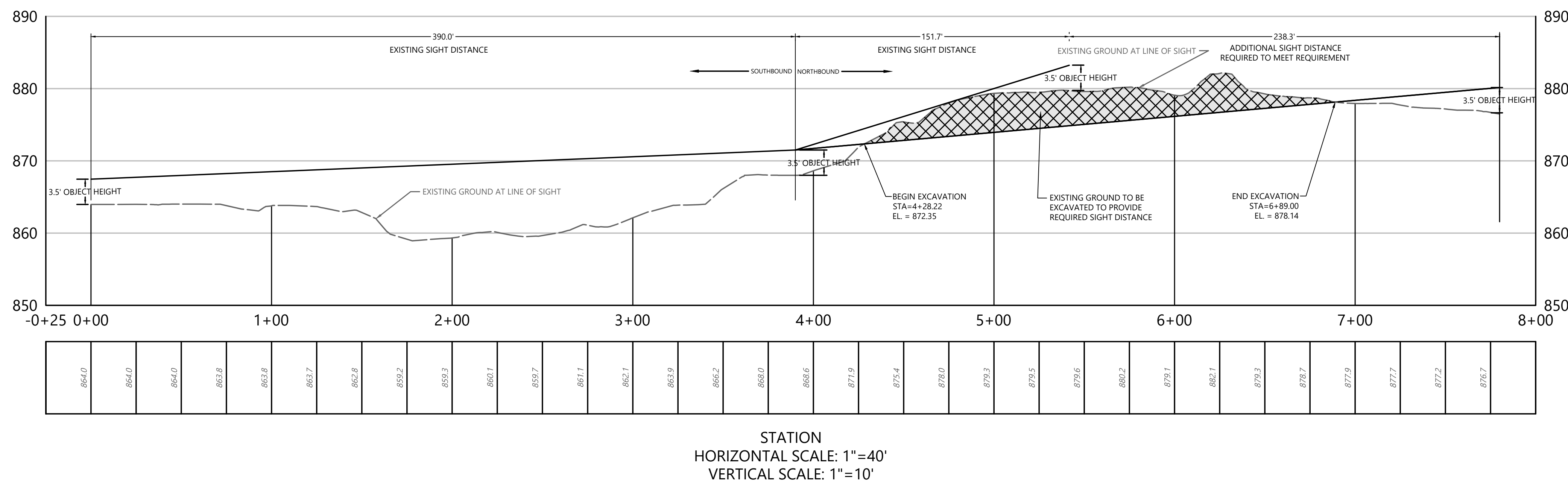


SEWER
TIE-IN

CONTRACTOR TO FIELD VERIFY
LOCATION AND INVERT BEFORE
CONSTRUCTION



PROFILE: INTERSECTION SIGHT DISTANCE



SURVEY NOTE:
ALL CONTOUR LINES, EDGE OF PAVEMENT, AND PROPERTY LINES SHOWN OUTSIDE THE SUBJECT PROPERTY HAVE BEEN OBTAINED FROM COBB COUNTY GIS AND ARE SHOWN FOR PERMITTING PURPOSES ONLY. CONTRACTOR IS TO FIELD VERIFY ANY INFORMATION SHOWN OUTSIDE THE PROPERTY LIMITS OF 6851 QUEEN MILL ROAD.

LOCUS MAP
N.T.S.

#	DATE	CHANGE DESCRIPTION
A	10/30/2025	INITIAL ISSUE

OWNER:
MR. ALEXANDER PROPP
16630 WILLIAMSON DR. NE
ATLANTA, GA 30328

PREPARED FOR:
MR. ALEXANDER PROPP
16630 WILLIAMSON DR. NE
ATLANTA, GA 30328

PROJECT:
QUEEN MILL ROAD - A MASTER PLANNED
RESIDENTIAL DEVELOPMENT
6851 QUEEN MILL ROAD
MABELTON, GA, 30126
(COBB COUNTY)

PREPARED BY:
 11 THE CROFT
ATLANTA, GA 30342
PHONE: (404) 426-2868

DRAWING TITLE:
INTERSECTION SIGHT DISTANCE (ISD)

THIS DRAWING IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNTIL ISSUED AS A CONSTRUCTION DRAWING BY SCOTCHIE CIVIL ENGINEERING, LLC.

DRAWN BY: GBS	CHECKED BY: GBS
Proj. # 2025-06	
C2.01	
PRELIMINARY PLANNING	

After Recording Return To:
Lueder, Larkin & Hunter, LLC
12600 Deerfield Parkway, Suite 300
Alpharetta, Georgia 30004
Attn: Elina V. Brim, Esq.

STATE OF GEORGIA

COUNTY OF COBB

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND EASEMENTS FOR QUEEN RETREAT**



LUEDER, LARKIN & HUNTER, LLC
ATTORNEYS AT LAW

12600 Deerfield Parkway, Suite 300
Alpharetta, Georgia 30004
770-685-7000
www.luederlaw.com

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR QUEEN RETREAT

THIS DECLARATION is made on the date first set below by Alexander Propp (hereafter referred to as the “Declarant”).

W I T N E S S E T H

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

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

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

ARTICLE I. DEFINITIONS

1.1. Association means Queen Retreat Homeowners Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

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

1.3. Bylaws mean the Bylaws of Queen Homeowners Association, Inc., as may be adopted by the Board of Directors.

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

- a. any clubhouse, park, open space, private street (if any), subdivision entrance area and monuments, Community fencing installed by the Declarant, and streetlights (until such time as accepted by a municipality, other government agency, or utility); and
 - b. any detention/retention pond within the Community (until such time as accepted by a municipality or other government agency).
- 1.5. Community or Queen Retreat means all property subjected to this Declaration.
- 1.6. Community-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board.
- 1.7. Declarant means Alexander Propp, his successors or assigns.
- 1.8. Declaration means this Declaration of Covenants, Conditions, Restrictions, and Easements for Queen Retreat.
- 1.9. Effective Date of this Declaration means the date that this Declaration of Covenants, Conditions, Restrictions, and Easements for Queen Retreat is recorded in the Cobb County, Georgia land records.
- 1.10. Eligible Mortgage Holder means a holder of a first mortgage secured by a Lot who has requested notice of certain items under Article XVI of this Declaration.
- 1.11. Lot means a portion of the Community intended for ownership and use as a single-family dwelling site and as shown on the plats for the Community recorded in the Cobb County, Georgia land records.
- 1.12. Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation against a Lot.
- 1.13. Mortgagee or Mortgage Holder means the holder of any Mortgage.
- 1.14. Occupant means any Person occupying a Lot for any period of time, regardless of whether such Person is a tenant or the Owner of such property.
- 1.15. Owner means the record title holder of a Lot, whether one or more Persons, but shall not include a Mortgage Holder.
- 1.16. Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

The property subject to this Declaration is located in Land Lots 405 and 406 of the 18th District, 2nd Section of Cobb County, Georgia, as more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference.

ARTICLE III. DECLARANT RIGHTS

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

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

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

3.3. Amendments. Until the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed from Declarant to any other Person, any amendment to the Declaration or Bylaws must be approved in writing by the Declarant prior to becoming effective; and during such time, Declarant shall have the unilateral right to amend the Declaration from time to time without the approval of the Association members.

3.4. Right to Notice of Claims. No Person shall retain an expert for the purpose of inspecting the design or construction of any dwelling, structure, or improvement in the Community in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless Declarant has been first notified in writing and given

an opportunity to meet with the Owner of the property to discuss the Owner's concerns and conduct its own inspection. Declarant reserves the right for himself and others he may designate to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Community, including the Lots and Common Property, and a perpetual easement of access through the Community for such purposes. No entry into a dwelling shall be permitted without the expressed consent of the Owner. Any Person exercising this right shall promptly repair, at such Person's expense, any damage resulting from the exercise thereof.

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

3.6. Conveyance of Common Property. Declarant and its designees may convey or transfer, from time to time, to the Association improved or unimproved real property, or interest in real property, located within the properties described in Exhibit "A," personal property, and leasehold and other property interests. Such property shall be accepted by the Association "as is" and thereafter shall be maintained by the Association at its expenses for the benefit of the Owners, subject to the terms of this Declaration and any restrictions set forth in the deed or other instrument transferring such property to the Association. Declarant shall not be required to make any improvements to the property conveyed to the Association, including, without limitation, dredging or removing silt from lakes or ponds. Upon written request of Declarant, the Association shall reconvey to Declarant any portions of the Community originally conveyed by Declarant or its designee to the Association for no consideration, to the extent conveyed by Declarant or its designee in error or needed by Declarant or its designees to make adjustments in property lines.

ARTICLE IV. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

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

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

ARTICLE V. ASSOCIATION RIGHTS AND RESTRICTIONS

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

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

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

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

(d) the right of the Board of Directors to convey all or a portion of the Common Property to any Person upon the written approval of at least two-thirds (2/3) of the total vote of the Association membership; provided, however, such written approval shall not be required for the Board to re-convey property to the Declarant in accordance with Article III, Section 3.7 of this Declaration;

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

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

(g) represent the Owners in dealing with governmental entities on matters related to the Common Property.

ARTICLE VI. ASSESSMENTS

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

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

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

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

to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board of Directors shall have the power to levy specific assessments as follows:

(a) Except for expenses incurred for maintenance and repair of items which are the Association's maintenance responsibility hereunder, any common expenses benefiting less than all of the Lots or significantly disproportionately benefiting all Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received.

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

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

6.4. Computation of Operating Budget and Assessment. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated expenses of the Association for the upcoming new fiscal year and shall fix in the budget the amount of the annual assessment for the upcoming new fiscal year, and (2) deliver a copy of the budget to each Owner at least sixty (60) days prior to the beginning of the new fiscal year. The budget shall not operate as a limitation on expenditures by the Board, but, rather, the budget is merely an estimate of expenses on which the Board may base the annual assessment. The Board may, but is not obligated to, permit the annual assessment to be paid in monthly, quarterly, or semi-annual installments. The budget and the assessment shall become effective unless disapproved by the majority of the total vote of the Association membership at a meeting of the membership held at least thirty (30) days prior to the beginning of the new fiscal year. Said meeting may be the annual meeting of the members if the annual meeting is held at least thirty (30) days prior to the beginning of the new fiscal year or may be at a special meeting requested in accordance with the Bylaws. If either (1) the membership disapproves the budget at least thirty (30) days prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare a budget and fix the amount of the annual assessment for the new fiscal year or (b) deliver the budget to the members, as provided herein, then the budget and annual assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year. In the event the annual assessment is insufficient to cover the actual common expenses of the Association during any fiscal year, the Board of Directors, upon ten days' notice to the members, may increase the annual assessment during such fiscal year to cover the shortfall.

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

6.6. Reserve Budget and Reserve Account. The Board shall prepare an annual or multi-year reserve budget which shall take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of the assets. The Board shall establish a reserve account for such expected repair or replacement costs, and shall fund the reserve account from collected assessments. The reserve budget shall not operate as a limitation on the expenditures of funds in the reserve account, but, rather, the Board may spend funds in the reserve account as deemed reasonable by the Board.

6.7. Special Assessments. The Board may levy a special assessment against all Lots for which assessments have commenced to pay the costs of any improvement or repair on the Common Property, or for any other purpose as determined by the Board; provided, however, prior to becoming effective, any special assessment which would cause the total of special assessments levied in one fiscal year to exceed two hundred (\$200.00) dollars per Lot must be approved by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the Association members holding at least two-thirds (2/3) of the total eligible votes of the Association. An approved special assessment may be required to be paid during the fiscal year, or alternatively, upon the approval of the Board of Directors, may be paid over a set number of years.

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

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

6.10. Declarant's Obligation for Assessment. Declarant shall not be liable for the payment of any assessments, including annual, special or specific assessments, on its unsold Lots. However, Declarant may, but shall not be obligated to, elect to contribute to the Association on an annual basis the difference between the amount of assessments levied on the Lots subject to

assessments and the amount of the Association's actual expenditures during the fiscal year (a "Subsidy"). Any Subsidy may be treated, in the Declarant's sole discretion, as either a voluntary contribution or a loan from the Declarant to the Association. Notwithstanding any language to the contrary herein or the Bylaws, any loan from Declarant to the Association shall not require the approval of the members of the Association. A Subsidy may be evidenced by one or more promissory notes from the Association in favor of the Declarant. The payment of a Subsidy in any fiscal year shall under no circumstances obligate Declarant to continue payment of a Subsidy in future years.

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

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

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

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

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

(e) A member's right to vote and right to use the recreational facilities, if any, shall automatically be suspended without notice during any period in which a member is more than

thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter or use the recreational facilities until the member's account balance has been paid in full.

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

(g) If an assessment, fine, or charge remains unpaid more than thirty (30) days after the due date, the Association, acting through the Board, may suspend the right of the Owner, including any Occupant of the Owner's Lot and all guests of the Owner or Occupant, to bring or park vehicles on the Common Property, including the streets, drives, driveways, and any other parking area; provided, however, the Board may not limit pedestrian, medical, fire, police or other health, safety, service or emergency vehicle ingress or egress to or from the Lot or deny necessary parking of clearly and properly identified handicapped vehicles used by handicapped Owners, Occupants or guests protected by the Fair Housing Act of 1988. Prior to suspending such vehicular access privileges, the Association shall provide the delinquent Owner written notice via United States First Class Mail or certified mail of its intention to do so not less than ten (10) days prior to the date of such suspension. Following the tenth (10th) day from the date of the mailing of the notice, the right of the Owner, including any Occupant of the Owner's Lot and all guests of the Owner or Occupant, to bring or park vehicles on the Common Property shall be automatically suspended until all amounts owed through the date of the notice are paid in full or unless otherwise agreed to by the Board. Any vehicle of an Owner, including any Occupant of the Owner's Lot and all guests of the Owner or Occupants, brought or parked on the Common Property in violation of the suspension may be immediately towed without further notice to such Owner or notice to such Occupant, guest, or the owner of the vehicle. The Association, acting through the Board, may also enforce such suspension by deactivating vehicular gate access and through the imposition of fines.

6.12. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten dollars (\$10.00) or such higher amount as may be authorized by law, as a

prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Lot as of the date specified therein.

ARTICLE VII. ARCHITECTURAL CONTROLS

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

The standard for approval of all improvements hereunder shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the Community-Wide Standard, this Declaration, or design standards which may be adopted by the ACC, (4) harmony with the external design of the existing dwellings, Lots and structures, and the location in relation to surrounding dwellings, structures and topography, and (5) any other matter deemed to be relevant or appropriate by the ACC.

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

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

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

7.2. Architectural Control Committee.

(a) So long as the Declarant owns any property described in Exhibit “A” for development or sale, the Declarant shall be the sole member of the ACC and shall have the

exclusive authority to administer and enforce architectural controls under this Article. Declarant's rights under this Article may be assigned in whole or in part.

(b) Upon the expiration of Declarant's authority to control architectural review for the Community, the Board of Directors shall appoint the members of the ACC. The ACC shall thereafter constitute a standing committee of the Association, and the ACC shall consist of the Board unless the Board delegates to other Persons the authority to serve on the ACC. The chairperson of the ACC shall be a Board member. The ACC shall have the authority to select and employ professional consultants to assist it in discharging its duties, the cost of such consultants to be paid by the Owner of any Lot for which an application has been submitted for approval. The Owner of any such Lot shall be responsible for paying the full costs of each review, whether or not the submitted application is approved by the ACC, and the ACC may require payment of all such costs prior to approval of the application. The ACC also may charge reasonable fees to cover the cost of review or inspections performed hereunder. At any time during the review process, so long as the Declarant owns any property described in Exhibit "A," the Declarant shall have the power to veto any decision taken by the ACC.

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

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

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

7.4. Limitation of Liability. Review and approval of any application pursuant to this Article may be made on any basis, including solely the basis of aesthetic considerations, and neither the Declarant, the Association, the Board, the ACC, nor any member of the foregoing shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of

approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Declarant, the Association, the Board, the ACC, or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Lot, nor may any action be brought against the Declarant, Association, the Board, the ACC, or any member thereof, for any such injury, damage, or loss. Neither the Declarant, the Association, the Board, the ACC, nor any member thereof, shall be liable to any Person for any reason whatsoever for any injuries or damages whatsoever relating in any way to the approval, disapproval or conditional approval of any application submitted to it pursuant to the terms of this Article.

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

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

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

7.7. Commencement and Completion of Construction. All improvements approved by the ACC hereunder must be commenced within ninety (90) days from the date of approval. If not commenced within such time, then such approval shall be deemed revoked by the ACC, unless the ACC gives a written extension for commencing the work. Additionally, except with written ACC

approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all work approved by the ACC hereunder shall be completed within ninety (90) days of commencement. This Section shall not apply to any construction or modification performed by or on the behalf of the Declarant.

ARTICLE VIII. USE RESTRICTIONS

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

8.1. Residential Use. Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or Occupant residing in a dwelling on a Lot may conduct such ancillary business activities within that dwelling so long as (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling; (2) the business activity does not involve visitation of the Lot by employees, clients, customers, suppliers, or other business invitees; provided, however, this provision shall not preclude delivery of materials or items by United States Postal delivery or by other customary parcel delivery services (U.P.S., Federal Express, etc.); (3) the business activity conforms to all zoning requirements for the Community; (4) the business activity does not increase traffic in the Community; (5) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (6) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community, as may be determined in the Board's sole discretion.

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

Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this

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

8.2. Number of Occupants.

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

(b) If an Owner of a Lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the natural person(s) who will occupy the dwelling on the Lot who must have a significant relationship with the entity; provided, however, in the event the corporation, partnership, trust or other legal entity not being a natural person, or any officer, director, member, employee, trustee, beneficiary, partner or agent of such legal entity, receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument from or on behalf of the designated person(s), then such arrangement shall be considered leasing for purposes of this Declaration and the Owner shall be required to comply with Article IX of this Declaration. The designated person(s) to occupy the dwelling may not be changed more frequently than once every two (2) years.

8.3. Vehicles and Parking. No Owner or Occupant may keep more than a reasonable number of vehicles per Lot at any time. The Board may adopt reasonable rules limiting the number of vehicles which may be parked on a Lot and such other reasonable rules governing the parking of vehicles within the Community. Vehicles may only be parked in garages, driveways or other areas authorized in writing by the Board. Vehicles shall not be parked on any lawn, yard, or street.

Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible. Garages may not be converted into living space or used in any way as living space. Garages may not be used as storage space in a manner that prevents parking of the maximum number of vehicles. Vehicles shall not be parked in a driveway unless and until the maximum number of vehicles are parked in the garage.

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

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

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

If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or Occupant's Lot or dwelling, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed or booted in accordance with this Section, neither the Association nor any director, officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines.

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

Feces left by any pet on the Common Property, on any Lot, or in any dwelling, including the pet owner's Lot or dwelling, or anywhere in the Community must be removed promptly by the

owner of the pet or the person responsible for the pet. Fines may be imposed to enforce this provision.

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

Any Owner or Occupant who keeps or maintains any pet on any portion of the Community shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Community.

8.5. Fences. No chain link fence or cyclone fences may be placed in the Community, except by or on behalf of the Declarant. All fences, except those installed by or on behalf of the Declarant, must first be approved by the ACC before the commencement of any installation of the fence. No electric fence or "invisible fence" for the confinements of pets is permitted within the Community. Any fence on a Lot shall be placed along the rear property line of the Lot or within six inches into the Lot parallel to the rear property line and shall be placed along each side property line or within six inches into the Lot parallel to each side property line; provided, however, in the event of an obstruction, including, but not limited to, a creek, swale, drainage opening, or drainage easement, the ACC in its discretion may approve an alternative location for the fence on the Lot; but in no event may a fence be placed farther forward toward the street on which a dwelling on the Lot fronts than the rear-most portion of the dwelling.

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

8.7. Antennas and Satellite Dishes. No transmission antenna of any kind may be erected anywhere in the Community without written approval of the ACC. No satellite dish, direct broadcast satellite (DBS) antenna, or multi-channel multi-point distribution service (MMDS) larger than one meter in diameter shall be placed, allowed, or maintained upon any portion of the

Community, including a Lot. Satellite dishes and DBS and MMDS antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association authorized by the FCC, both as may be amended from time to time. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal. Except as provided by this Section, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Community, whether attached to a home or structure or otherwise.

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

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

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

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

unauthorized and unreasonable annoyances or disturbances shall include, but not be limited to, the following:

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

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

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

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

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

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

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

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

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

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

Nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed individually against a violator of this Section. The Board may, in its discretion, require any aggrieved Owner or Occupant to seek redress personally against the violator before the Association intervenes and commences enforcement action hereunder; provided, further, due to the general nature of violations of this Section, the Board may, in its discretion, elect that the

Association not intervene or enforce this Section. No claim for any loss, damage or otherwise, and no defense of selective, arbitrary, or capricious enforcement, shall exist for any Person as a result of any decision by the Board not to enforce this Section.

8.11. Firearms and Fireworks. The display or discharge of firearms within the Community is prohibited; provided, however, that the display or discharge of lawful firearms within the Community is permitted by law enforcement officers. The term “firearms” includes “BB” guns, pellet guns, and other firearms of all types, regardless of size. The use of fireworks within the Community is prohibited. The term “fireworks” shall include those items as listed in Georgia Code Section 25-10-1. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

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

8.13. Rubbish, Trash, and Garbage. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate on a Lot or in a dwelling. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and placed in proper receptacles for collection. The Board may establish rules and regulations regarding the storage location of trash bags, trash cans, and receptacles and the placement of same for pick-up. This Section shall not apply to the Declarant, or its agents or designees.

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

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

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

8.17. Window Air Conditioners. No air condition shall be installed in any window of any dwelling.

8.18. Delivery Receptacles and Property Identification Markers. The ACC shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles as well as property identification markers.

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

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

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

8.22. Traffic Regulations. All vehicular traffic on the private streets and roads in the Community shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Association is authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits and including modifications of those in force on public streets, within the Community. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for violation thereof. In the event of a conflict between such provisions of state and local laws and such rules and regulations promulgated by the Association, the rules and regulations of the Association shall govern. Only drivers properly licensed to operate motor vehicles on the public roads within the State of Georgia may operate any type of motor vehicle within the Community. All vehicles of any kind and nature which are operated on the streets in the Community shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all Owners and Occupants.

ARTICLE IX. LEASING

9.1. Prohibition. Except as provided herein, the leasing of Lots is hereby prohibited.

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

9.3. General. Any Owner who desires to lease such Owner’s Lot may do so only if the Owner has applied for and received from the Board of Directors a “Leasing Permit.” Such a permit, upon its issuance, will allow an Owner to lease his or her Lot provided that such leasing is in strict accordance with the terms of the permit and this Article. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permit. The Leasing Permit shall be valid only as to a specific Lot Owner and Lot and shall not be transferable between either Lots or Lot Owners.

Notwithstanding anything to the contrary herein, short-term rentals, transient tenants, and any other services utilized to temporarily rent Units as accommodations to guests or tenants (for example, Airbnb, VRBO, or other similar services) are expressly prohibited, and such rental arrangements shall be considered an impermissible business activity in violation of the Declaration.

9.4. Leasing Permits. In order to be eligible to receive a Leasing Permit, the Owner must have occupied the Lot and the dwelling on the Lot as the Owner’s primary residence for a period of at least twenty-four (24) consecutive months. Such consecutive occupancy means the normal habitation of a home by a homeowner, including where the homeowner primarily keeps personal possessions (e.g., clothing and furniture) and where the homeowner returns from vacation. The purpose of this provision is to discourage the purchase of Lots for the purpose of renting the Lot as an investment property.

Only one (1) Lease Permit shall be issued to a Lot in the Community at any given time. An eligible Owner’s request for a Leasing Permit shall be approved if no Lot/no Lot Owner has been issued a Leasing Permit. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner’s spouse or a person cohabitating with the Owner, or a corporation, partnership, company, or legal entity in which the Owner is a principal); (2) the failure of a Lot Owner to lease his or her Lot pursuant to an approved lease within ninety (90) days of the Leasing Permit having been issued; (3) the failure of a Lot Owner to have his or her Lot leased pursuant to an approved lease for any consecutive ninety (90) days period thereafter; or (4) the occurrence of the date

referenced in a written notification by the Owner to the Association that the Owner will, as of said date, no longer need the Leasing Permit.

If one (1) Leasing Permit has been issued, no additional Leasing Permits shall be issued until the issued Leasing Permit is revoked. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued a Leasing Permit if they so desire when no other Lot is leased pursuant to a Leasing Permit in the Community

9.5. Leasing Provisions. Leasing of a Lot shall be governed by the following provisions:

(a) Notice. At least seven (7) days prior to entering into the lease of a Lot, the Owner shall provide the Board of Directors with a copy of the proposed lease and such other information as the Board may reasonably require. The Board may approve or disapprove the form of said lease. In the event a lease form is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease form into compliance with the Declaration, any rules and regulations adopted pursuant thereto, and any criteria determined by the Board. Within ten (10) days from the execution of the lease by both parties, the Owner shall provide the Board with a copy of the executed lease and the names and phone number of the lessees. Nothing contained in this Section shall permit the Board to approve or deny a lessee.

(b) General. Lots may be leased only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless approved in writing by the Board. All leases shall be for a period of at least one (1) year unless otherwise approved in writing by the Board. Transient occupancy is prohibited. The Lot Owner must provide the lessee copies of the Declaration, Bylaws, and Association rules and regulations.

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

(i) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments and all other charges which become due as a consequence of lessee’s activities, including, but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto. The above provision shall not be construed to release the Lot Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

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

(ii) Compliance with Declaration, Bylaws, and Rules and Regulations.

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

Any violation of the Declaration, Bylaws, or rules and regulations adopted pursuant thereto by lessee, any occupant, or any person living with lessee is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the irrevocable power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the irrevocable power and authority to evict the lessee on behalf and for the benefit of the Owner, in accordance with the terms hereof, or to require the Owner to do so. In the event the Association proceeds to evict the tenant, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the

Lot and the Owner thereof, such being deemed hereby as an expense which benefits the leased Lot and the Owner thereof.

9.6. Applicability of this Article. Except as specifically provided herein, this Article shall not apply to any leasing transaction entered into by or on behalf of the Declarant, the Association, or the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, and they shall be permitted to lease without obtaining a permit; provided, however, such leasing by or on behalf of the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage shall comply and be subject to Section 9.6 of this Article.

ARTICLE X. MAINTENANCE RESPONSIBILITY

10.1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping, grass areas, private streets, sidewalks, paving and other improvements situated on the Common Property. The Association shall also maintain and keep in good repair all water and sewer pipes or facilities which serve only the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies.

The Association shall additionally maintain the following:

- (i) the detention/retention ponds and fencing around said ponds, whether located on the Common Property or individual Lots;
- (ii) Community fencing originally installed by the Declarant, whether located on the Common Property or individual Lots;
- (iii) any landscaping buffers depicted on the recorded Community Plat, whether located on the Common Property or individual Lots; and
- (iv) entry areas that serve the Community, whether located on the Common Property or individual Lots.

All maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto.

Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property or any other area within the Community by an Owner or Occupant which is the Association's responsibility hereunder shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. Additionally, in the event an Owner or Occupant performs such maintenance or repair, the Association may require the Owner or Occupant to restore such property to substantially the same

condition as it existed prior to such maintenance or repair or may fine the Owner or Occupant in accordance with the terms of this Declaration.

The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Lot, or any other Person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Community or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Lot or such Owner's Occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of portion of the Community. The Association shall not be liable to any Owner, or any Owner's Occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

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

10.2. Owner's Responsibility. Except as specifically provided in Section 10.1 above, each Owner shall maintain and keep the Owner's Lot and all structures and improvements located thereon in good repair, condition, and order. Without limiting the generality of the foregoing, each Owner is specifically responsible for: (i) all portions of the dwelling located on the Owner's Lot; (ii) all portions of the driveways, walkways, and front walks providing access only to Lot or the dwelling located thereon, whether or not located on the Owner's Lot; (iii) all portions of the heating and air conditioning system serving the Lot, including the compressor and any vents, electrical lines or other pipes or lines related thereto, whether or not located on the Owner's Lot; (iv) any pipe, line, conduit, structure, or other apparatus serving only one (1) Lot, whether or not located on the Owner's Lot; (v) utility boxes serving an Owner's Lot; (vi) any landscaping located within any fenced Courtyard area on a Lot, unless assumed by the Association as provided in Section 10.1 above, and any Courtyard Fence serving the Lot; (vii) any additional landscaping installed by or on behalf of an Owner; and (viii) tree roots, including, but not limited to, tree roots entering into or otherwise affecting a pipe, line, conduit, structure, or other apparatus serving only one (1) Lot. Such maintenance shall be performed consistent with this Declaration and the Community-Wide Standard established pursuant hereto. Each Owner shall perform the Owner's responsibility hereunder in such manner so as not to unreasonably disturb other Lot Owners. In performance of such maintenance responsibilities hereunder, the Owner shall comply with all other provisions of

this Declaration, including, but not limited to, Article VII of this Declaration. Each Owner shall also have the obligation to promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible to maintain, repair, and/or replace.

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

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

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

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

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

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

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

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

ARTICLE XI. EASEMENTS

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

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

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

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

(d) the right of the Association to suspend the right of an Owner to use the recreational facilities in the Community, if any, for any period during which any assessment against the Owner or Owner's Lot which is provided for herein remains unpaid and for a reasonable period of time for an infraction of the Declaration, Bylaws, or rules and regulations, and to suspend and vehicular access privileges pursuant to Article VI, Section 6.11(g) of this Declaration;

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

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

Any Lot Owner may delegate the Owner's right of use and enjoyment in and to the Common Property and facilities located thereon to the members of the Owner's family, or to the

Owner's tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of the Owner's Lot if leased.

11.2. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to trees or the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than two (2) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

11.3. Easements for Utilities. There is hereby reserved to the Declarant and the Association blanket easements upon, across, above and under all property within the Community for access, ingress, egress, installation, repairing, replacing, and maintaining all utilities serving the Community or any portion thereof, including, but not limited to, gas, water, sanitary sewer, telephone and electricity, as well as storm drainage and any other service such as, but not limited to, a master television antenna system, cable television system, or security system which the Association may have installed to serve the Community. It shall be expressly permissible for the Declarant or the Association to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Declarant or the Board on behalf of the Association shall have the right to grant such easement. Nothing contained in this Section shall require or obligate the Declarant or the Association to maintain such easement areas, or any facilities or improvements located therein or thereon.

11.4. Easement for Entry. The Association shall have an easement to enter onto any Lot for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association to enter a Lot to cure any violation of the Declaration, Bylaws, or rules and regulations of the Association and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. No entry into a dwelling shall be permitted without the expressed consent of the Owner. Nothing contained in this Section shall require the Association to enter onto any Lot for emergency, security, safety, or for other purposes.

11.5. Easement for Construction and Sales. So long as the Declarant owns any property described in Exhibit "A" for development or sale, the Declarant reserves an easement across the

Community for Declarant to maintain and carry on development activities upon such portion of the Community as Declarant may reasonably deem necessary. This easement shall include an easement for such facilities and activities which in the sole opinion of Declarant may be required, convenient, or incidental to the development, construction, and sales activities related to the property in or near the Community. This easement shall include, without limitation, the following:

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

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

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

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

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

The Declarant shall not be required to obtain the approval or consent of the Association, the Board, the ACC, or any director, officer, or member of same, to exercise any right granted to it pursuant to this Section.

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

11.7. Fence Easement. Declarant hereby reserves an easement to himself and the Association across any Lot that borders or contains a portion of any water facility, detention pond, or retention pond for the purpose of erecting a fence. Declarant hereby reserves an easement to himself to construct a Community fence. The Association shall be responsible for the maintenance and repair of any Declarant-installed fence as part of the Association's maintenance obligations;

provided, however, nothing contained in this Section shall require the Declarant or the Association to install any fence.

11.8. Drainage Easement. Declarant shall have an easement across the Community for the purpose of altering drainage and water flow across any property in the Community, including the Lots. This right shall include altering swales, installing drains, drainage ditches, pipes, inlets, and alerting, channeling, or piping waterflow. Rights exercised pursuant to this easement shall be exercised with a minimum interference to the quiet enjoyment of affected properties.

ARTICLE XII. SALE OF LOTS

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

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

ARTICLE XIII. INSURANCE

13.1. Hazard Insurance on Common Property. The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. The insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief, and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all-risk" coverage in like amounts.

13.2. Liability Insurance and Directors' and Officers' Liability Insurance. The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

13.3. Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a common expense of the Association. The policies may

contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

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

(a) All policies shall be written with a company licensed to do business in Georgia.

(b) All policies on the Common Property shall be for the benefit of the Association and its members.

(c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

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

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

(f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

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

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

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

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

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

13.5. Individual Lot Owner Insurance. Each Owner shall carry blanket all-risk casualty insurance, if reasonably available, or if not reasonably available, fire and extended coverage, on the Owner's Lot and structures constructed thereon meeting the same requirements as set forth in this Article for insurance on the Common Property. Each Owner further covenants and agrees that, in the event of damage and destruction of structures on his Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.

ARTICLE XIV. REPAIR AND RECONSTRUCTION

14.1. Common Property. In the event of damage to or destruction of all or any part of the Common Property insured by the Association as a result of fire or other casualty, unless eighty percent (80%) of the Lot Owners vote not to proceed with the reconstruction and repair of the all or any portion of the Common Property, the Board or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged part of the Common Property.

14.2. Cost Estimates. As soon as reasonably practical after a fire or other casualty causing damage to the Common Property, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Lot) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

14.3. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Lot Owners without the necessity of a vote of the members or compliance with Article VI, Section 6.7 above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

ARTICLE XV. MORTGAGEE'S RIGHTS

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

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

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

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

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

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

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

15.6. HUD/VA Approval. As long as the Declarant has the right to appoint and remove directors and officers of the Association, the following items shall require the prior approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either agency is insuring or guaranteeing the Mortgage on any Lot: (i) Mortgage consolidation, (ii) dissolution of the Association, (iii) dedication or conveyance of the Common Property to any party other than the Association, or mortgaging the Common Property; or (iv) any material amendment to the Declaration or Bylaws.

ARTICLE XVI. AMENDMENTS

16.1. General. Subject to Section 17.2 of this Article, this Declaration may be amended by an instrument or instruments signed by Owners representing at least two-thirds (2/3) of Lots. Notice

of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in Cobb County, Georgia land records.

16.2. Approval of Declarant. Until the date on which one hundred percent (100%) of the Lots shown on the final recorded plat or plats for the Community have been conveyed from Declarant to any other Person, any amendment to the Declaration or Bylaws must be approved in writing by the Declarant prior to becoming effective; and during such time, Declarant shall have the unilateral right to amend the Declaration from time to time without the approval of the Association members.

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

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

ARTICLE XVII. GENERAL PROVISIONS

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

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

thirty (30) days delinquent on any assessment or charge, and the Owner shall be ineligible to use the recreational facilities until the Owner's account balance has been paid in full.

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

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

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

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

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

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

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

17.2. Duration. The Covenants and Restrictions within the Declaration shall run with and bind the property subject to this Declaration perpetually or as otherwise provided by Georgia law.

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

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

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

17.5. Limitation on Litigation. Except as provided in this Section 18.5, the Association shall not commence a judicial or administrative proceeding without the approval of Owners representing at least 75% of the total votes in the Association. This Section 18.5 shall not apply, however, to (a) actions brought by the Association to enforce the Declaration, Bylaws or rules and regulations of the Association (including, without limitation, the foreclosure of liens); (b) the collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section 18.5 shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

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

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

maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

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

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

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

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

17.12. Preparer. This Declaration was prepared by Elina V. Brim, Esq, Lueder, Larkin & Hunter, LLC, 12600 Deerfield Parkway, Suite 300, Alpharetta, Georgia 30004.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this ____ day of _____, 2025.

DECLARANT:

ALEXANDER PROPP

Signature

Signed, sealed and delivered
in the presence of:

Witness: _____

Notary Public

EXHIBIT "A"

Legal Description of Land Submitted to the Declaration

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 405 AND 406 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AS MORE FULLY SHOWN ON PLAT OF SURVEY PREPARED FOR JACK C. GLASS BY J. A. EVANS & ASSOCIATES, REGISTERED LAND SURVEYORS, DATED NOVEMBER 10, 1995, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING] AT AN IRON PIN FOUND ON THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD 1500.00 FEET SOUTHWESTERLY FROM THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD AND THE SOUTHERLY RIGHT-OF-WAY OF HUNNICUTT ROAD (60 FOOT RIGHT-OF-WAY), AS MEASURED ALONG THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD; RUNNING THENCE SOUTH 64 DEGREES 04 MINUTES 13 SECONDS EAST 228.50 FEET TO AN IRON PIN PLACED; THENCE NORTH 60 DEGREES 31 MINUTES 51 SECONDS EAST 60.00 FEET TO AN IRON PIN PLACED; THENCE SOUTH 70 DEGREES 52 MINUTES 45 SECONDS EAST 182.58 FEET TO AN IRON PIN PLACED; THENCE SOUTH 32 DEGREES 45 MINUTES 08 SECONDS WEST 78.00 FEET TO AN IRON PIN PLACED; THENCE SOUTH 10 DEGREES 58 MINUTES 28 SECONDS EAST 300.00 FEET TO AN IRON PIN FOUND; THENCE NORTH 74 DEGREES 16 MINUTES 09 SECONDS WEST 443.20 FEET TO AN IRON PIN FOUND ON THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD; THENCE ALONG THE EASTERLY RIGHT OF WAY OF QUEEN MILL ROAD FOLLOWING THE CURVATURE THEREOF 38.73 FEET THROUGH THE ARC OF A CIRCLE HAVING A RADIUS OF 927.59 FEET AND BEING SUBTENDEDED BY A 38.73 FOOT CHORD BEARING NORTH 11 DEGREES 02 MINUTES 55 SECONDS WEST TO A POINT; THENCE CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD NORTH 11 DEGREES 45 MINUTES 08 SECONDS WEST 138.47 FEET TO A POINT; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF QUEEN MILL ROAD AND FOLLOWING THE CURVATURE THEREOF 200.15 FEET THROUGH THE ARC OF CIRCLE HAVING A RADIUS OF 343.01 FEET AND BEING SUBTENDEDED BY A 197.32 FOOT CHORD BEARING NORTH 04 DEGREES 57 MINUTE 52 SECONDS EAST TO AN IRON PIN FOUND AND THE POINT OF BEGINNING.

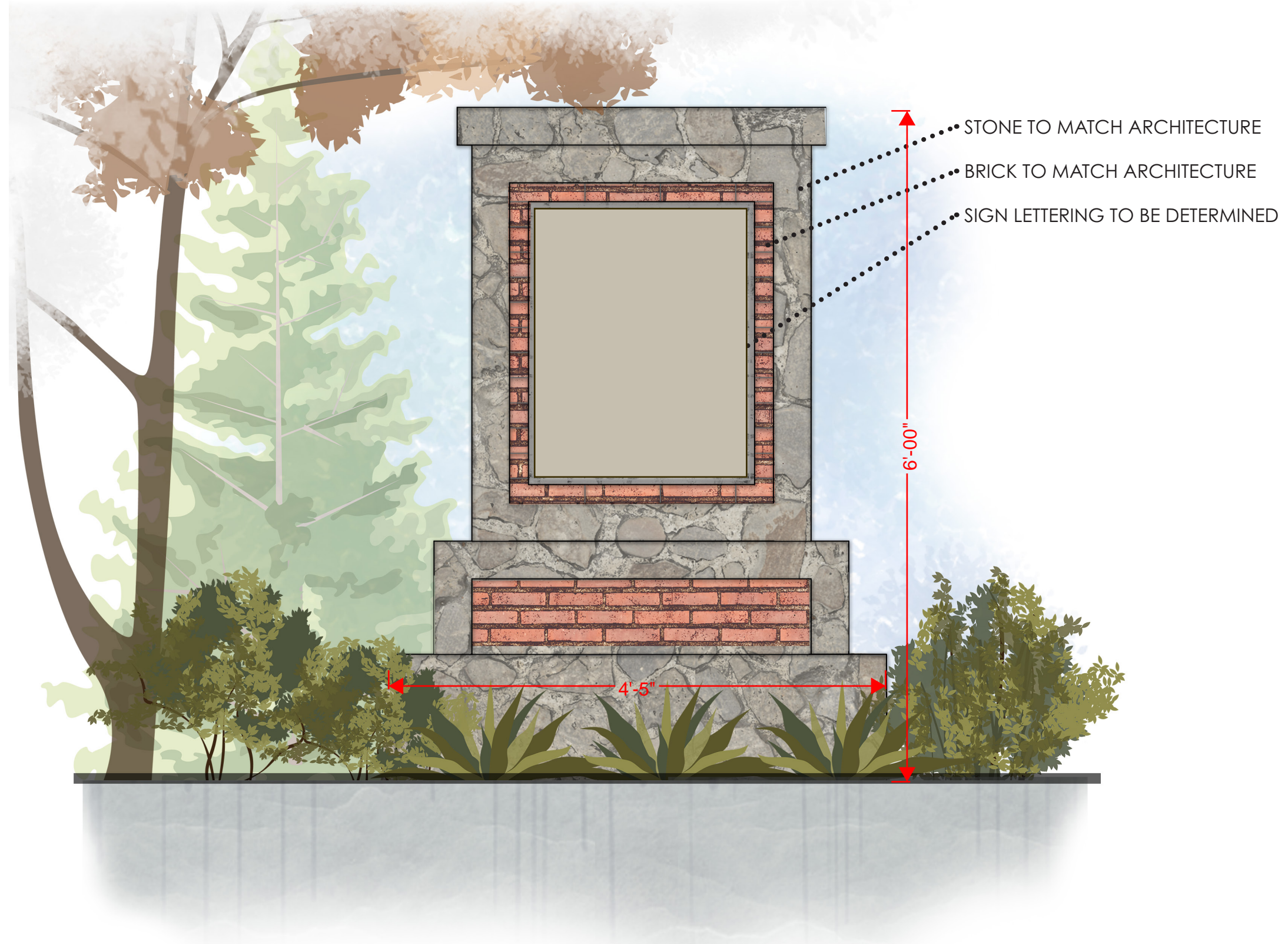
Parcel ID: 18040500240



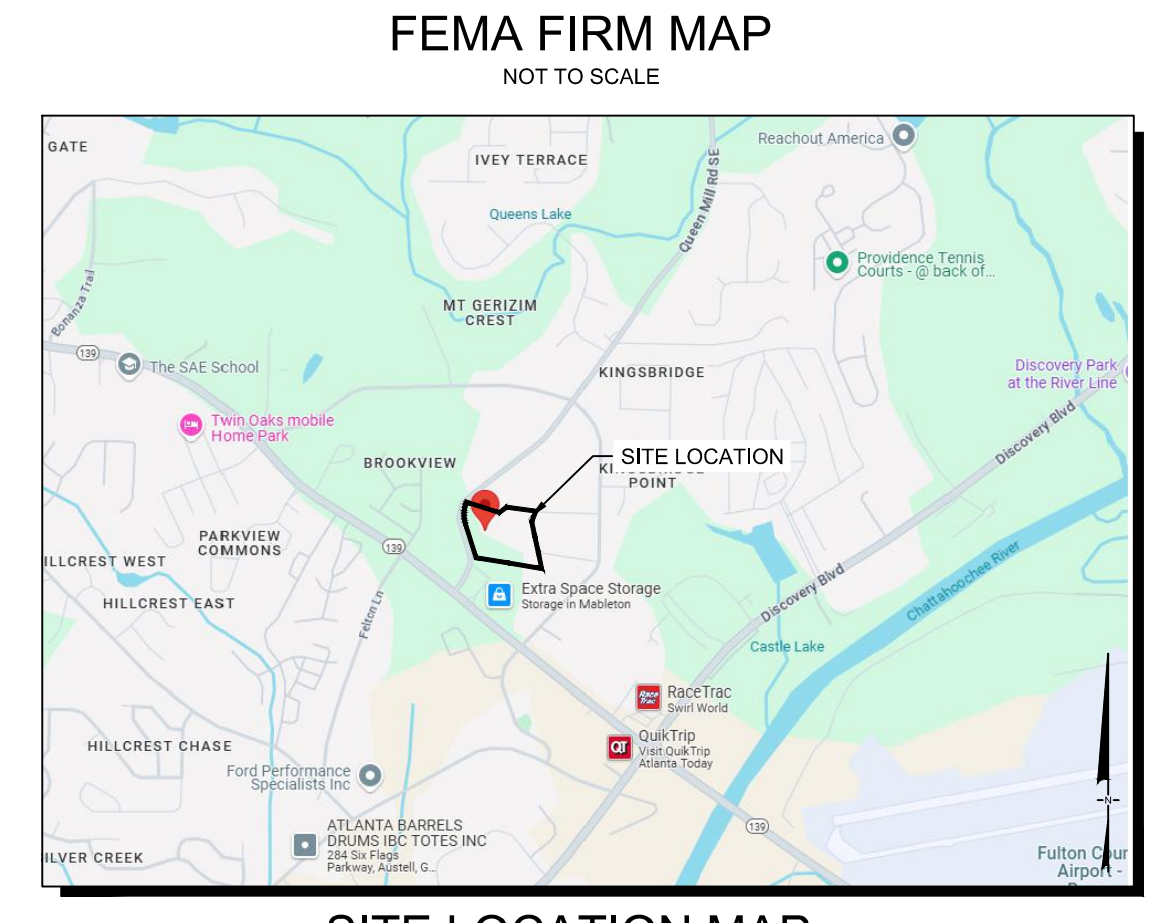
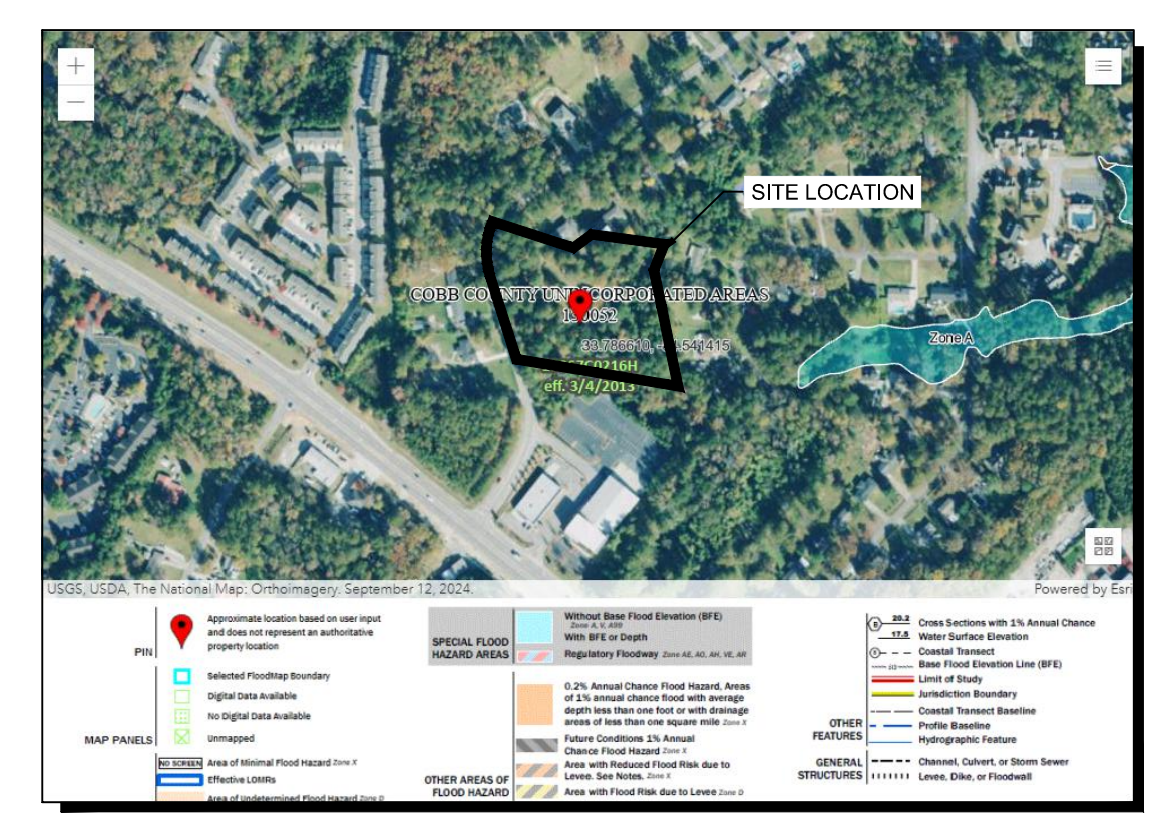
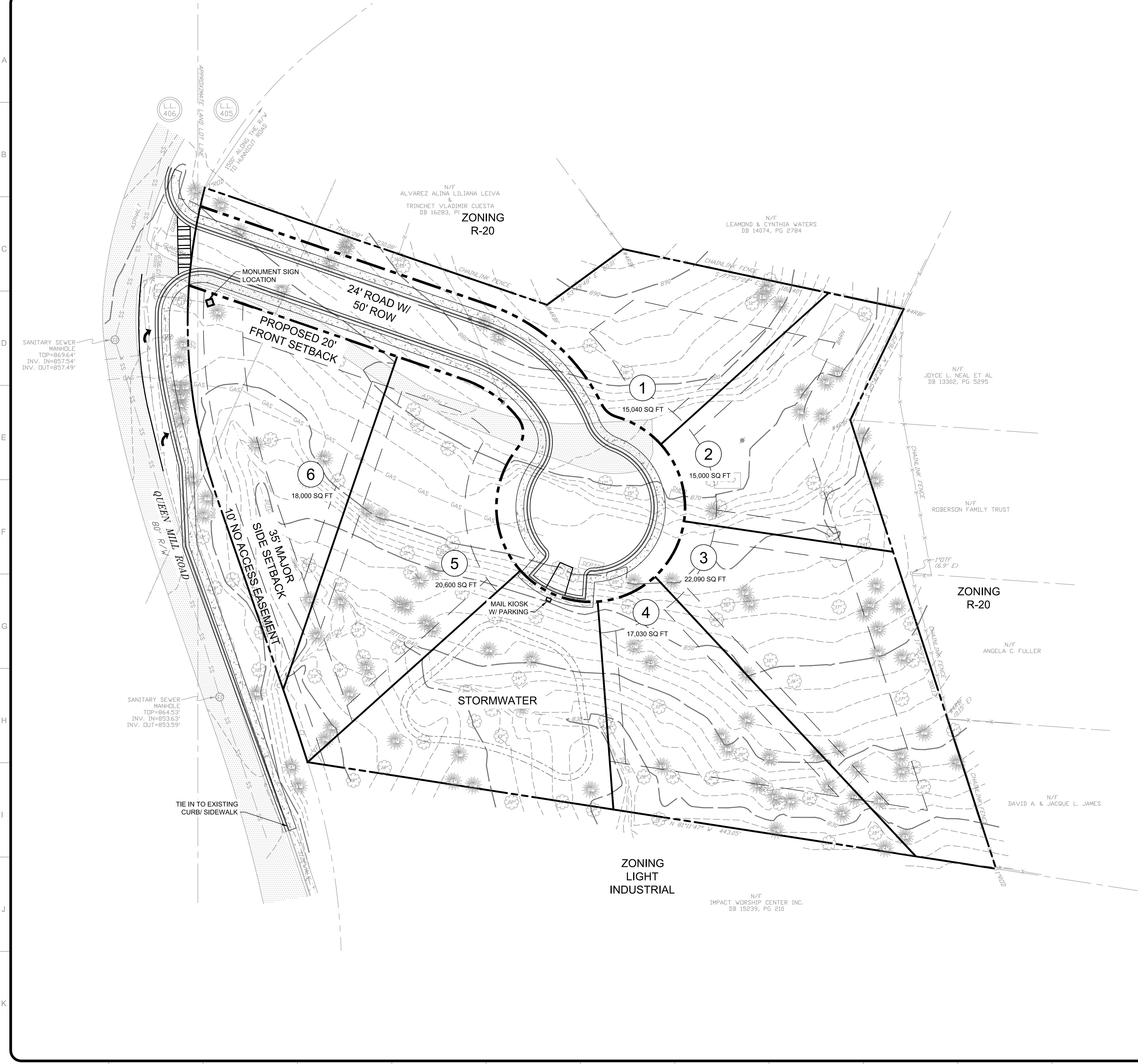








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SITE DATA:	
SITE AREA	3.43 AC
ZONING	
EXISTING ZONING	R-20
PROPOSED ZONING	R-15
ZONING JURISDICTION	CITY OF MABLETON
USE CALCULATIONS	
MAXIMUM ALLOWABLE DENSITY	7.2 UNITS (2.1 UPA)
TOTAL PROPOSED DENSITY	6 UNITS (1.75 UPA)
SETBACK REQUIREMENTS	
PROPOSED FRONT SETBACK	20 FEET
SIDE SETBACK	10 FEET
REAR SETBACK	30 FEET
DEVELOPMENT STANDARDS	
MIN. LOT SIZE	15,000 SQUARE FEET
MAX BUILDING HEIGHT	35 FEET
MIN. LOT WIDTH	75 FEET, 50 FEET AT CUL-DE-SACS
MAX LOT COVERAGE	35%
MIN. PUBLIC ROAD FRONTAGE	75 FEET
OPEN SPACE CALCULATIONS	
MAX IMPERVIOUS AREA ALLOWED	45%
OPEN SPACE PROPOSED	.86 ACRES

GENERAL NOTES:

VARIANCE REQUEST TO REDUCE FRONT BUILDING SETBACK DUE TO STEEP GRADE ACROSS SITE

P: (770) 451-2741 F: (770) 451-3915

WWW.PEC.PLUS

Planners & Engineers Collaborative+

LAND PLANNING + LANDSCAPE ARCHITECTURE + CIVIL ENGINEERING
ARBORESTISTS + SURVEYING + CONSTRUCTION + WATER RESOURCES

350 RESEARCH COURT STE 200
PEACHTREE CORNERS, GA 30092

PROJECT

QUEEN MILL RD
A MASTER PLANNED RESIDENTIAL DEVELOPMENT

AT

6851 QUEEN MILL RD
MABLETON, GA 30126

CITY OF MABLETON

FOR

ALEXANDER PROPP

MUNICIPALITY PROJECT #

REVISIONS

NO.	DATE	BY	DESCRIPTION

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

PRELIMINARY
NOT TO BE RELEASED FOR CONSTRUCTION

CONCEPTUAL MASTER PLAN

0 15 30 60 90

SCALE: 1" = 30'
DATE: 10/31/2025
PROJECT: 25104.00

24 HOUR CONTACT:
ALEXANDER PROPP

www.Georgia811.com
Know what's below. Call before you dig.

C7
SHEET

Application for Rezoning Mableton, Georgia

Application No. _____

PC Hearing Date: _____

M&C Hearing Date: _____

Applicant Theodore Bullard Phone# 401-854-8290
(applicant's name printed)

Address 1118 Hibiscus Way SW Mableton, GA 30126 E-mail tbullard@gmail.com

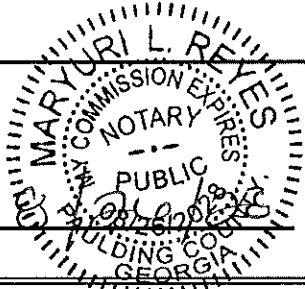
Address _____
(representative's name, printed)

Phone# _____ E-mail _____
(representative's signature)

Signed, sealed and delivered in presence of:

M. Reyes
Notary Public

My commission expires: _____



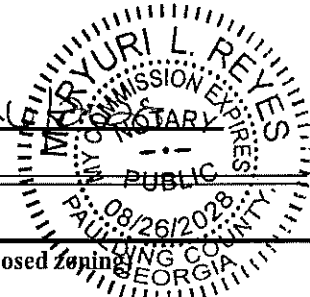
Titleholder Theodore Bullard Phone# 411-854-8290 E-mail tbullard@gmail.com
(titleholder's name, printed)

Signature T. Bullard Address 1118 Hibiscus Way SW Mableton, GA 30126
(attach additional signature, if needed)

Signed, sealed and delivered in presence of:

M. Reyes
Notary Public

My commission expires: 8/26/2028



Zoning Request From R-20 to RD
(present zoning) (proposed zoning)

For the Purpose of Duplex Affordable Housing Size of Tract 0.5 Acre(s)
(subdivision, restaurant, warehouse, apt., etc.)

Location 4470 Floyd Drive Mableton, GA 30126
(street address, if applicable; nearest intersection, etc.)

Land Lot(s) 1001 District(s) 19th

We have investigated the site as to the existence of archeological and/or architectural landmarks. I hereby certify that there are/are no such assets. If any exist, provide documentation with this application.

T. Bullard
(applicant's signature)

We have investigated the site as to the existence of any cemetery located on the above property. I hereby certify that there is/is not such a cemetery. If any exist, provide documentation with this application.

T. Bullard
(applicant's signature)

Summary of Intent for Rezoning

Part 1. Residential Rezoning Information (attach additional information if needed)

- a) Proposed unit square-footage(s): 2,928 Total Heated
- b) Proposed building architecture: Traditional Duplex House Plan
- c) List all requested variances: None needed
-
-
-

Part 2. Non-residential Rezoning Information (attach additional information if needed)

- a) Proposed use(s): _____
- b) Proposed building architecture: _____
- c) Proposed hours/days of operation: _____
- d) List all requested variances: _____
-
-
-

Part 3. Required Renderings illustrating all four sides of any building (residential or commercial) elevations must be provided in .pdf or .jpg format as part of this summary of intent. The files must be in color and at a sufficient resolution for quality printing.

see Attached



Traditional Duplex House Plan with Matching 3 Bed, 3 Bath Units - 1464 Sq Ft Each

2,928
Heated S.F.

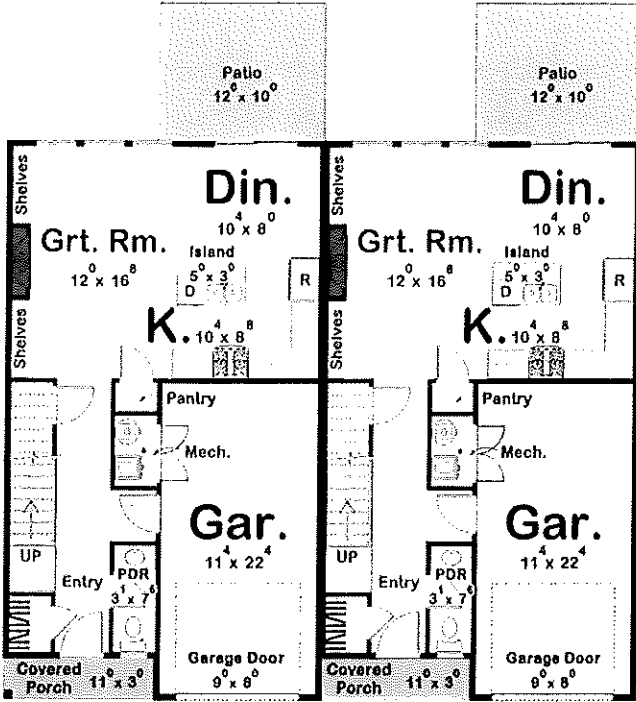
2
Units

46'
Width

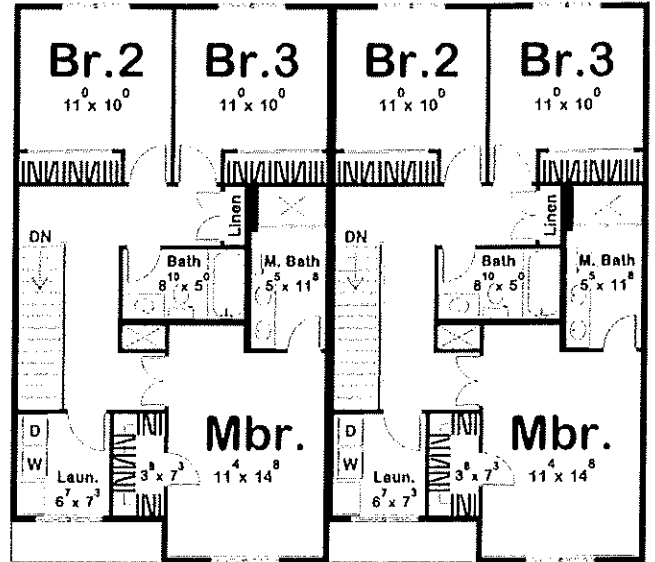
40'
Depth

Floor Plan

Main Level



Second Level



Plan Details

Square Footage Breakdown

Total:	2,928 sq. ft.
1st Floor:	1,244 sq. ft.
2nd Floor:	1,684 sq. ft.

Dimensions

Width:	46' 0"
Depth:	40' 0"
Max ridge height:	28' 0"

Beds/Baths

Bedrooms:	6
Full bathrooms:	4
Half bathrooms:	2

Garage

Type:	Attached
Area:	528 sq. ft.
Count:	2 Cars
Entry Location:	Front

Foundation Type

Standard Foundations:	Slab
Optional Foundations:	Walkout, Crawl, Basement

Exterior Walls

Standard Type(s):	2x4
Optional Type(s):	2x6

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Plan 623049DJ
 architecttecturaldesigns.com



1-800-854-7852
 1-262-521-4596

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant* - please see definition below)

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? NO

If so, describe the nature and extent of such interest: _____

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? NO

If so, describe the nature and extent of such interest: _____

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above? NO

If so, describe the relationship and the nature and extent of such interest: _____

I certify that the foregoing information is true and correct, this 5th day of August, 2025.

[Signature]
Applicant's Signature

¹If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action.

CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant* - please see definition below)

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application? NO

If so, the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of Mableton within ten (10) days after this application is first filed.

Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made: _____

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution: 0

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: 0

I certify that the foregoing information is true and correct, this 5th day of August, 20 25.

J. Butler
Applicant's Signature

¹If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

SURVEYORS NOTES

1. STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATION WORK SHOULD BE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATION WORK BEGINS, CALL THE UTILITIES PROTECTION CENTER FOR ADDITIONAL INFORMATION.
2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
3. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS OR ENTITY.
4. BEARINGS SHOWN WERE COMPUTED FROM ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION.
5. THIS PROPERTY IS SUBJECT TO CURRENT ZONING REGULATIONS AND RESTRICTIONS.
6. ALL REBAR'S SET AT 1/2" REBAR'S UNLESS OTHERWISE NOTED.
7. THE EXISTENCE, SIZE AND LOCATION OF IMPERVIOUS BUFFERS ARE SUBJECT TO FINAL DETERMINATION BY THE LOCAL ISSUING AUTHORITY, CITY, OR COUNTY.
8. CONTOUR INTERVAL= 1 FEET
9. ALL DISTANCES SHOWN ON PLAT ARE GROUND DISTANCES.

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- O.H.P. OVERHEAD POWER LINE
- P.P. POWER POLE
- L.L. LAND LOT LINE
- I.P.F. 1/2" IRON PIN FOUND
- I.P.S. 1/2" IRON PIN SET
- OTPF OPEN TOP PIPE FOUND
- C.L. CENTER LINE
- ⊗ LOT NUMBER
- W.M. WATER METER
- G.M. GAS METER

SURVEYOR'S CERTIFICATE

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments created the parcel or parcels are stated herein. THE SURVEYOR'S LIABILITY DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for platting surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Regulation for Professional Engineers and Land Surveyors and as set forth in O.G.S. Regulation 560-3-1.

WALTER F. PRINCE Georgia RLS No. 2808 Date 1-2-2025

INSTRUMENT USED:

GEOMAX ZOOM 90 ROBOTIC TOTAL STATION.
REFERENCE USE: DB: 16060 PG: 585

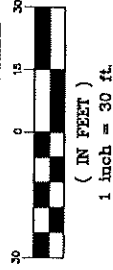
NOTE:

1. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 65,590 FEET AND AN ANGULAR ERROR OF 00'00"66" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN:
 - 1: 183.363 FEET
2. ANY & ALL UNDERGROUND UTILITIES, I.E. SEWER, STORM, GAS, WATER, ETC. HAVE NOT BEEN FIELD LOCATED BY CONVENTIONAL SURVEY METHODS.
3. NO VISIBLE EVIDENCE OF A CEMENTERY FOUND.

ZONED R-20

MIN. LOT AREA 20,000 SQ.FT
FRONT SETBACK 35 FEET
SIDE SETBACK 10 FEET
REAR SETBACK 35 FEET

GRAPHIC SCALE



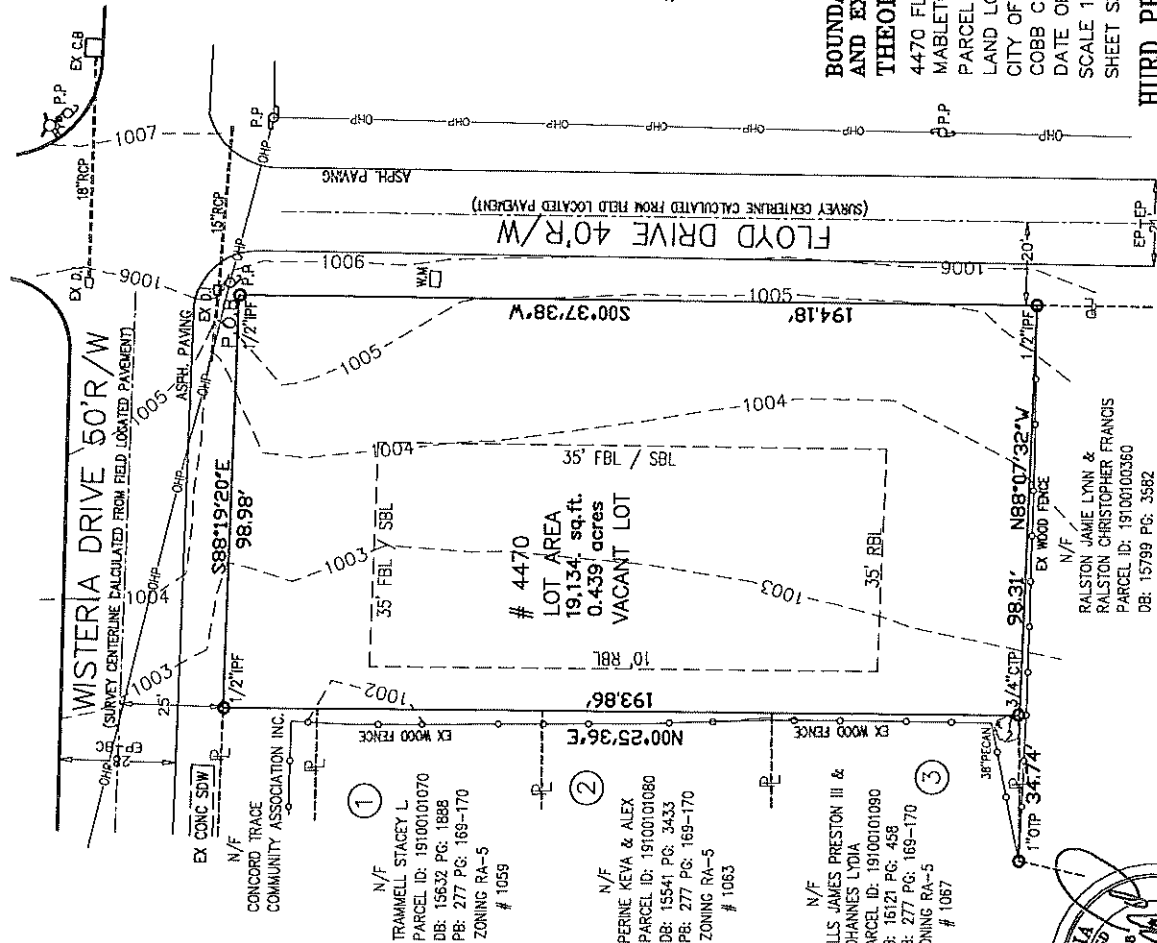
BOUNDARY SURVEY OF TOPOGRAPHIC AND EXISTING CONDITION FOR: THEODORE BULLARD

4470 FLOYD DRIVE
MABLETON GA. 30126
PARCEL ID: 19100100060
LAND LOT: 1001 19TH DISTRICT
CITY OF MABLETON
COBB COUNTY, GEORGIA
DATE OF FIELD SURVEY: 12-31-2024 (R&D)
SCALE 1"=30' DATE OF PLAT 1-2-2025
SHEET SIZE 11" X 17" JOB # 28701

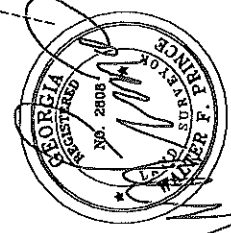
HURD PRINCE & ASSOCIATES, INC.

Consulting Planners & Surveyors
110 MLK SR HERITAGE TRAIL
STOCKBRIDGE, GEORGIA 30281-3424

Phone (678)-593-5450 Cell (404) 372-7304



FLOOD STATEMENT:
NO PORTION OF THIS PROPERTY IS LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY F.I.A. OFFICIAL FLOOD HAZARD MAP PANEL # 13067002021 DATE: 10/052018



Statement of Agreeable Zoning Conditions & Zoning Analysis

I am requesting the rezoning of my property from **R-20 to RD** in the City of Mableton. My objective is to develop an affordable duplex on the site in accordance with the purpose and intent of the RD zoning designation, which is to provide locations for the development of affordable, owner-occupied, single-family detached or attached residential dwellings including duplexes.

This rezoning would not only serve the broader goal of increasing access to affordable housing in our community, but it would also be consistent with the surrounding zoning designations and the City's Comprehensive Plan.

Zoning Compatibility

The requested rezoning is contextually appropriate given the existing zoning patterns in the immediate vicinity of my property:

- Three homes directly behind me are zoned **RA-5** (single-family).
- The property directly to my left is zoned **RM-8** (multifamily).
- The home directly across the street is zoned **R-20**, but it is grandfathered as a duplex (**functionally RD**).
- The home to my right is zoned **R-20** (single-family).
- Diagonally across from my property is a unit zoned **RSL** (Residential Senior Living).

Given this mix of zoning including areas designated for single-family, multifamily, and duplex residences a rezoning of my property to **RD** is entirely in line with the established zoning character of the neighborhood.

Purpose and Intent Alignment

The **RD** district is designed to support affordable housing opportunities by allowing the development of attached or detached residential units, such as duplexes. My proposal directly aligns with this intent by providing affordable homeownership opportunities while ensuring that the development remains compatible in scale and density with the existing residential context. Moreover, the property is within an area designated for medium-density residential development under the City's Comprehensive Plan.

Community Impact

By rezoning this parcel to RD, I will contribute to expanding access to affordable housing in Mableton without disrupting the existing character of the neighborhood. The proposed duplex will be carefully designed to complement the surrounding homes and enhance the overall housing diversity in the area. I respectfully ask for your favorable consideration of this rezoning request, which aligns with both the City's long-term planning goals and the zoning character of the immediate area.

Sincerely,

Theodore Bullard

Developments of Regional Impact Development Thresholds

Type of Development	Notification Only	Rural and Developing Rural	Maturing Neighborhoods, Established Suburbs, Developing Suburbs, and other places not mentioned in this table	Regional Centers, and Regional Employment Corridors	Region Core
(1) Office	400,000 gross square feet	400,000 gross square feet	500,000 gross square feet	600,000 gross square feet	700,000 gross square feet
(2) Commercial	Greater than 300,000 gross square feet	300,000 gross square feet	400,000 gross square feet	500,000 gross square feet	600,000 gross square feet
(3) Wholesale & Distribution	Greater than 500,000 gross square feet	500,000 gross square feet	500,000 gross square feet	500,000 gross square feet	500,000 gross square feet
(4) Hospitals and Health Care Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	300 new beds	400 new beds	500 new beds	600 new beds
(5) Housing	Greater than 400 new lots or units	400 new lots or units	500 new lots or units	600 new lots or units	700 new lots or units
(6) Industrial	Greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres	500,000 SF or 1600 workers	500,000 SF or 1600 workers	500,000 SF or 1600 workers	500,000 SF or 1600 workers
(7) Hotels	Greater than 400 rooms	400 rooms	500 rooms	600 rooms	700 rooms
(8) Mixed Use	Gross square feet of 400,000 or more (with residential units calculated at either 1800 square feet per unit or, if applicable, the minimum square footage allowed by local development regulations); or covering more than 120 acres; or if any of the individual uses meets or exceeds a threshold as identified herein	400,000 gross square feet (with residential units calculated at 1800 square feet per unit, or the minimum allowed by the host local government)	500,000 gross square feet (with residential units calculated at 1500 square feet per unit, or the minimum allowed by the host local government)	600,000 gross square feet (with residential units calculated at 1000 square feet per unit, or the minimum allowed by the host local government)	700,000 gross square feet (with residential units calculated at 1000 square feet per unit, or the minimum allowed by the host local government)
(9) Airports	All new airports, runways and runway extensions	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more	New airports and runway extensions of 500 ft. or more

(10) Attractions & Recreational Facilities	Greater than 1,500 parking spaces or a seating capacity of more than 6,000	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+	1,500, seating capacity of 6,000+
--	--	-----------------------------------	-----------------------------------	-----------------------------------	-----------------------------------

(11) Post-Secondary School	New school with a capacity of more than 2,400 students; or expansion by at least 25 percent of capacity	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%	New school with 2,400 students or expansion of at least 25%
(12) Waste Handling Facilities	New facility or expansion of use of an existing facility by 50 percent or more	New facility within 1 mile of public facility (airport, school, reservoir, river, etc.), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only
(13) Quarries, Asphalt & Cement Plants	New facility or expansion of existing facility by more than 50 percent	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only	New facility within 1 mile of public facility (airport, school, reservoir, river,...), otherwise, notification only
(14) Wastewater Treatment Facilities	New major conventional treatment facility or expansion of existing facility by more than 50 percent; or community septic treatment facilities exceeding 150,000 gallons per day or serving a development project that meets or exceeds an applicable threshold as identified herein	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)
(15) Petroleum Storage Facilities	Storage greater than 50,000 barrels if within 1,000 feet of any water supply; otherwise, storage capacity greater than 200,000 barrels	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply	50,000 barrels if within 1,000 ft. of water supply
(16) Water Supply Intakes/Public Wells/Reservoirs/Treatment Facilities	New Facilities	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)	Notification only (MNGWPD)

(17) Intermodal Terminals	New Facilities	New facilities	New facilities	New facilities	New facilities
(18) Truck Stops	A new facility with more than three (3) diesel fuel pumps, or containing a half acre of truck parking or 10 truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces	10 or more diesel fuel pumps or 20 or more truck parking spaces

(19) Correctional/Detention Facilities	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips per day	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips	Greater than 300 new beds; or generating more than 375 peak hour vehicle trips
(20) Any other development types not identified above (includes parking facilities)	1000 parking spaces or, if available, more than 5,000 daily trips generated	1000 spaces or 5,000 daily trips	1000 spaces or 5,000 daily trips	1000 spaces or 5,000 daily trips	1000 spaces or 5,000 daily trips

Cobb County, GA

Composite Summary

ParcelNumber 19100100060
PropertyAddress 4470 FLOYD DR SW
Class R3 - Residential vacant
Acres 0.5
LandSquareFootage 21780
Neighborhood M0009993 - DEVELOPMENT LAND
TaxDistrict (M) MABLETON
SubdivisionName 9991 - HOMESITE



[View Map](#)

Owner

BULLARD THEODORE & BETTER SELF LLC
 1118 HIBISCUS WAY SW
 MABLETON GA 30126 5505

Owner Info Last Updated 5/30/2025

Appraised Values

Year	Property Class	LUC	Appraised Land	Appraised Building Value	Total Appraised Value
2025	R3	100	\$131,560	\$0	\$131,560

[Show Historical Appraised Values](#)

Assessed Values

Year	Assessed Land	Assessed Building Value	Total Assessed Value
2025	\$52,624	\$0	\$52,624

[Show Historical Assessed Values](#)

Permits

Date	Number	Amount	Purpose	Status
11/28/2011	2011-8942	\$4,000	DEMOLITION	C - Closed Permit

Sales Information

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sales Validity	Grantor	Grantee	Recording
5/25/2022	\$155,000		16060	0589	VALID SALE	DTV, LLC	BETTER SELF LLC	Click Here

As an enhanced customer service, the Superior Court Clerk and Tax Assessors' Office has created this direct link to deed documents.

Not all deeds display on the Tax Assessors' Website! For complete deed research, visit the Superior Court Clerk's website at <http://www.cobbssuperiorcourtclerk.org>

Photos



No data available for the following modules: 2025 Undeliverable Notices, Upcoming Visits, Summary - Personal Property, Current Year Business Forms, Appraised Values - Personal Property, Residential Improvement Information, Commercial Improvement Information, Accessory Information, Appeals, Sketches, Additions.

[Privacy Policy](#) | [GDPR Privacy Policy](#)
Last Updated: 8/2/2025, 8:19:05 AM



COBB COUNTY DUPLICATE TAX STATEMENT FOR TAX YEAR 2024

BILL NUMBER

PLEASE WRITE PARCEL NUMBER BELOW ON YOUR CHECK

MAKE CHECK PAYABLE TO: "Cobb County Tax Commissioner" MAIL REMITTANCE TO: P.O. BOX 100127 MARIETTA, GA 30061-7027

Table with 9 columns: Parcel, Lot, BLK, Unit, Acres, Homestead, Dist, Gross Value, Gross Assessment. Row 1: 19-1001-0-006-0, 0.50, M, 131560, 52624



BULLARD THEODORE & BETTER SELF LLC 1118 HIBISCUS WAY SW MABLETON GA 30126-5505

TOTAL TAX 1586.62 LESS AMT. PREV. PAID -1586.62 5% Penalty 79.33 Interest 31.93

Paid Interest/Fees/Penalties 111.26

Records indicate taxes remain unpaid for years: 2025

Total Due \$0.00

DETACH AND RETURN WITH CHECK

REMITTANCE COPY

COBB COUNTY DUPLICATE TAX STATEMENT 2024

TAXPAYER COPY

BILL NUMBER

Table with 9 columns: Parcel, Lot, BLK, Unit, Acres, Homestead, Dist, Gross Value, Gross Assessment. Row 1: 19-1001-0-006-0, 0.50, M, 131560, 52624

2024 owner was BETTER SELF LLC

BULLARD THEODORE & BETTER SELF LLC 1118 HIBISCUS WAY SW MABLETON GA 30126-5505

Table with columns: STATE, COUNTY GENERAL, COUNTY BOND, COUNTY FIRE, SCHOOL GENERAL, SCHOOL BOND, GROSS ASSESSMENT, EXEMPTION, NET ASSESSMENT, X MILLAGE, CALCULATED TAX, TOTAL TAX. Includes 10% PENALTY FOR NOT FILING A TAX RETURN and TOTAL 1586.62 LESS AMT. PREV. PAID -1586.62

Records indicate taxes remain unpaid for years: 2025

5% Penalty 79.33 Interest 31.93

Paid Interest/Fees/Penalties 111.26

Total Due \$0.00

For information call 770-528-8600.

COUNTY GENERAL & SCHOOL GENERAL NOTICE: The adopted millage rate(s) exceeds the estimated roll-back rate as stated in the annual notice of assessment that you previously received for this taxable year, which will result in an increase in the amount of property tax that you will owe.

SCHOOL GENERAL NOTICE: COBB COUNTY BOARD OF EDUCATION chose to opt out of property tax relief for homeowners related to HB 581 (2024). If you have concerns about that decision, please call (770) 426-3300.

This is the duplicate tax bill for the above said property, calculated from information supplied by the Cobb County Board of Tax Assessors.

You must send a copy of this bill to your mortgage company if they are responsible for payment.

Phone 770-528-8600 Fax 770-528-8679 E-mail: tax@cobbtax.gov tags@cobbtax.gov Web: www.cobbtax.gov

Return Recorded Document to:
Hallmark, Bowman & Hallmark, LLC
3818 Powder Springs Road
Powder Springs, Georgia 30127-2736

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF COBB

File #: 06081

This Indenture made this 25th day of May, 2022, between DTV, LLC, a Louisiana limited liability company, and Team Todd Realty Group, Inc., a Georgia corporation, as party or parties of the first part, hereinunder called Grantor, and Better Self LLC, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Land Lot 1001 of the 19th District, 2nd Section, Cobb County, Georgia, being more particularly described as follows: Beginning at the southwest intersection of New Street (now Wisteria Road) and Main Street (now Floyd Drive) and running thence West along the south side of New Street 100 feet; thence running South 200 feet; running thence East 100 feet to the west side of Main Street; running thence North along the west side of Main Street 200 feet back to the point of Beginning, being improved property. Above property being described in accordance with blueprint of survey prepared by W.T. Poston, Reg. 604, dated June 25, 1955. Said property being known as 4470 Floyd Dr SW, Mableton, GA 3016-5545 according to the present system of numbering houses in and around Cobb County, Georgia. Tax ID# 19100100060

Tax ID#:19100100060

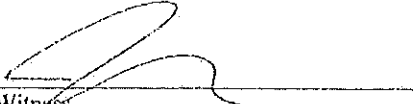
This Deed is given subject to all zoning ordinances, easements, covenants, conditions and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

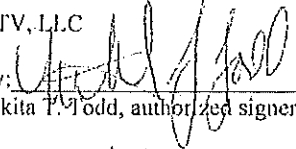
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

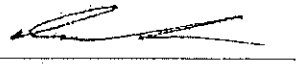
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

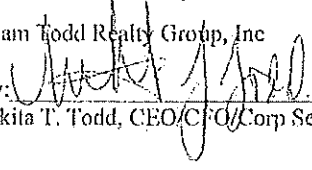


Witness
Sworn to and subscribed before me
this 25th day of May, 2022.

DTV, LLC
By:  (Seal)
Nikita T. Todd, authorized signer



Notary Public

Team Todd Realty Group, Inc
By:  (Seal)
Nikita T. Todd, CEO/CFO/Corp Secretary



Attachment L



REZONING FEE STRUCTURE

Acres/Square Footage	Single-Family Residential (R-80, R-40, R-30, R-20, R-15, CS)	Medium/High Density Residential (RD, RA-5, SC, RM-8, RSL, FST, RM-12, MHPS, MHP)	Commercial, Industrial, Office (LRO, NRC, LRC, OI, UVC, PVC, CRC, OMR, OS, PSC, TS, GC, LI, HI)
0 – 5 Acres	\$ 500	\$ 750	\$1,000
5 – 10 Acres	\$1,000	\$1,500	\$2,000
10 – 20 Acres	\$1,500	\$2,000	\$2,500
20 – 100 Acres	\$2,000	\$2,500	\$3,000
100 + Acres	\$2,500 + \$25 per acre	\$3,000 + \$25 per acre	\$3,500 + \$25 per acre
0 to 20,000 sq. ft.		\$ 700	\$ 900
20,001 to 50,000 sq. ft.		\$1,200	\$1,500
50,001 to 100,000 sq. ft.		\$1,500	\$1,800
100,001 to 500,000 sq. ft.		\$2,000	\$2,200
500,001 + sq. ft.		\$2,000 + \$90 per 100,000 sq. ft.	\$2,200 + \$ 115 per 100,000 sq. ft.

NOTE: The maximum fee for any rezoning application \$10,000. Fees must be paid by credit card or Venmo.

(Effective September 11, 2001) Any single-family residential rezoning application being filed for the sole purpose of changing the zoning classification to reflect the existing lot sizes(s) and/or lot configuration, that proposes no increase in density or additional development activities, will be charged an application fee of \$100.00 plus a refundable \$300.00 sign bond plus a non-refundable fee of \$15.00 per sign issued by Mableton Community Development Staff.

The fee for medium/high density residential, commercial, industrial, or office rezoning applications will be based on the total number of acres being rezoned or the total square footage

of the proposed building(s) on the rezoning site, **whichever fee is greater.**

There is also a **deposit fee of \$300.00** for sign(s), which will be refunded if the sign(s) are returned within **thirty (30)** days after the final decision by the Mayor and Council plus a non-refundable fee of \$15.00 per sign issued by Mableton Community Development Staff.

TOTAL PROPOSED RESIDENTIAL UNITS - 101
 PROPOSED USE: SINGLE FAMILY RESIDENTIAL
 TOTAL TRACT ACREAGE - 21.672 ACS
 CURRENT ZONING: R-20 OSC
 PROPOSED ZONING: FST (PROPOSED DETACHED)
 OVERALL SITE DENSITY - 4.66 UNITS PER ACRE

SINGLE FAMILY DETACHED BUILDING SETBACK REQUIREMENTS:
 FRONT - 20 FT.
 EXTERIOR LOTS BOUNDARY REAR - 35 FT.
 SIDE - 0 FT WITH 5 FT BETWEEN BUILDINGS
 MAJOR SIDE - 10 FT.



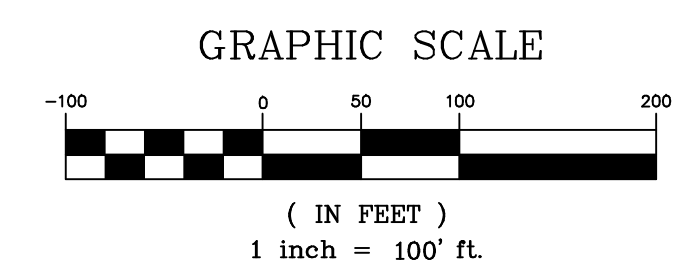
LOCATION MAP - NTS

APPLICANT:
 DAVID PEARSON COMMUNITIES, INC.
 2000 FIRST DR., STE. 400
 MARIETTA, GA. 30062

CONTACT: DOUG PATTEN, CPESC, CESSWI
 770-294-1974



FLOOD PLAIN AREA TO BE FILLED TO ABOVE FUTURE FLOOD PLAIN ELEVATIONS. EQUIVALENT COMPENSATION IS TO BE CUT FOR FUTURE FLOOD PLAIN VOLUME.



LINE TABLE		
LINE	DISTANCE	DIRECTION
L1	50.91'	N56°36'45"E
L2	31.13'	N53°32'58"E
L3	14.96'	S40°35'42"E
L4	124.55'	N52°55'51"E
L5	18.59'	S37°24'31"E
L6	59.96'	N53°14'01"E
L7	73.70'	S79°51'58"E
L8	246.05'	S18°47'32"E
L9	29.93'	S66°00'47"W
L10	29.66'	N81°23'55"W
L11	140.43'	N70°35'40"W
L12	145.42'	N75°37'18"W
L13	111.56'	N81°16'44"W

CURVE TABLE				
CURVE #	RADIUS	LENGTH	CHORD	BEARING
1	5654.58'	36.36'	18.18'	N04°53'04"E

CONCEPTUAL PLAN FOR:
 922 VETERANS MEMORIAL HWY
 PARCEL ID: 18025800020 & 18020100030
 PARCEL ID: 18014500010 & 18020100040
 LOCATED IN LAND LOTS 145, 201 & 258
 18TH DISTRICT, 2ND SECTION
 CITY OF MABELTON, COBB COUNTY, GA.

A RESIDENTIAL COMMUNITY
 BY DAVID PEARSON COMMUNITIES, INC.



2000 FIRST DRIVE, STE 400, MARIETTA GA. 30062, PHONE: 770-321-5032

DESIGN CONSULTANT 	DRAWN BY: DP	DATE: 05-15-25
	CHECKED BY: DP	DRAWING NO.: CONCEPT
	JOB NO.: CARDELL	SHEET 1 OF 2
	NO. DATE	REVISION DESCRIPTION
1		
2		
3		
4		



Application for Rezoning Mableton, Georgia

Application No. _____

PC Hearing Date: _____, 2025

M&C Hearing Date: _____, 2025

Applicant David Pearson Communities, Inc. Phone# (770) 321-5032

(applicant's name printed)

Address Suite 400, 2000 First Drive, Marietta, GA 30062 E-mail doug@davidpearsoncommunities.com

Moore Ingram Johnson & Steele, LLP Emerson Overlook, Suite 100
J. Kevin Moore Address 326 Roswell Street, Marietta, GA 30060

(representative's name, printed)

BY: [Signature] Phone# (770) 429-1499 E-mail ikm@mijs.com

(representative's signature) Georgia Bar No. 519728

Signed, sealed and delivered in presence of:

[Signature: Carolyn E. Cook]
Notary Public

My commission expires: January 10, 2027



Titleholder David Pearson and Mary Margaret Manning, Trustee of The MMM Trust, dated December 27, 2013 Phone# _____ E-mail _____

(titleholder's name, printed)

See Exhibit "1" Attached Collectively for Titleholders' Signatures and

Signature Contact Information Address _____
(attach additional signature, if needed)

Signed, sealed and delivered in presence of:

Notary Public My commission expires: _____

Zoning Request From R-20, R-20/OSC to RA-6
(present zoning) (proposed zoning)

For the Purpose of Single-Family Detached Residential Community Size of Tract 21.672+/- Acre(s)
(subdivision, restaurant, warehouse, apt., etc.)

Location Intersection of the northerly and southerly sides of Old Alabama Road with the easterly side of Maxham Road; intersection of the easterly and westerly sides of Cardell Road with Old Alabama Road
(street address, if applicable; nearest intersection, etc.)

Land Lot(s) 145, 201, 208 District(s) 18th

We have investigated the site as to the existence of archeological and/or architectural landmarks. I hereby certify that there ~~are~~ are no such assets. If any exist, provide documentation with this application. to the best of our knowledge, information, and belief.
David Pearson Communities, Inc.
BY: _____
(applicant's signature)

We have investigated the site as to the existence of any cemetery located on the above property. I hereby certify that there ~~is~~ is not such a cemetery. If any exist, provide documentation with this application. to the best of our knowledge, information, and belief.
David Pearson Communities, Inc.
BY: _____

David Pearson, President

EXHIBIT "1" - ATTACHMENT TO APPLICATION FOR REZONING
City of Mableton, Georgia

Application No.: _____ (2025)
Hearing Dates: _____, 2025
_____, 2025

Applicant: David Pearson Communities, Inc.
Titleholders: David Pearson

Tax Parcel Nos.: 18020100030; 18025800020

David Pearson

Date Executed: _____ 8-25 _____, 2025

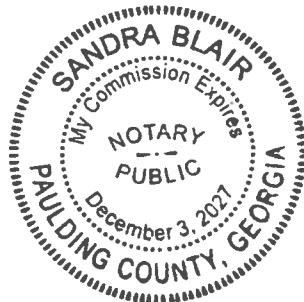
Address: Suite 400, 2000 First Drive
Marietta, Georgia 30062

Telephone No.: (770) 321-5032
E-mail: david@davidpearsoncommunities.com

Signed, sealed, and delivered in the presence of:

Sandra Blair
Notary Public
Commission Expires: 12-3-27

[Notary Seal]



PREPARED BY AND RETURN TO:
MCMICHAEL & GRAY, PC
2055 NORTH BROWN RD, SUITE 250
LAWRENCEVILLE GA 30043-4920
FILE # _____

Part of the following Tax Parcels:
18025800020
18020100030

Cross Reference:
Warranty Deed at Deed Book 15449, Page 4439,
Cobb County, Georgia records; and

STATE OF GEORGIA

Quitclaim Deed at Deed Book 16093, Page
4341, aforesaid records.

COUNTY OF COBB

Certificate of Trust

Comes now the undersigned and certifies the following:

1. This certificate is signed by each trustee of **THE MMM TRUST, DATED DECEMBER 27, 2013** Trust.
2. That **THE MMM TRUST, DATED DECEMBER 27, 2013** Trust was established on **December 27, 2013**, by **MARY MARGARET MANNING** and has not been revoked, modified, or amended in any manner that would cause the representations contained in this certification to be incorrect;
3. The settlor of the Trust was **MARY MARGARET MANNING** only.
4. The names and addresses of each trustee are as follows:

MARY MARGARET MANNING

1045 Chestnut Hill Circle
Marietta, Ga 30064


5. The number and identity of trustee(s) required to exercise the powers of trustee are as follows: **MARY MARGARET MANNING** only.
6. The trustee has the power to sell, exchange, grant options, partition or otherwise dispose of real property held in trust from time to time at public or private sale upon terms and conditions as determined by the trustee, and no consent or action of any other person is required.
7. The undersigned acknowledges that this Certificate of Trust will be filed in the deed books and records of Cobb County, Georgia.

THIS CERTIFICATION made in accordance with and persons relying upon same are entitled to the protections, rights and immunities contained in OCGA § 53-12-280.


Sworn to and subscribed before me this the 11th day of August, 2022.

Signed, sealed and delivered
in the presence of:

 [SEAL]
MARY MARGARET MANNING, TRUSTEE

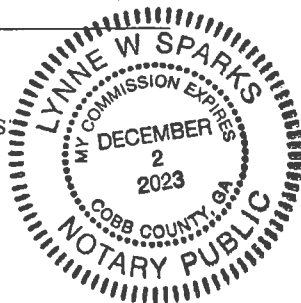


Witness



Notary Public

My commission expires:
(NOTARY SEAL)



Summary of Intent for Rezoning

Part 1. Residential Rezoning Information (attach additional information if needed)

- a) Proposed unit square-footage(s): Minimum 1,800 square feet and greater
 - b) Proposed building architecture: Traditional, Craftsman
 - c) List all requested variances: Variances requested are identified in the submitted stipulation letter
- _____

Part 2. Non-residential Rezoning Information (attach additional information if needed)

- a) Proposed use(s): Not Applicable
 - b) Proposed building architecture: Not Applicable
 - c) Proposed hours/days of operation: Not Applicable
 - d) List all requested variances: Not Applicable
- _____

Attachment C1

Application No.: _____

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant - please see definition below)*

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? _____
No, to the best of our knowledge, information, and belief.

If so, describe the nature and extent of such interest: Not Applicable.

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? No, to the best of our knowledge, information, and belief.

If so, describe the nature and extent of such interest: Not Applicable.

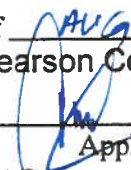
Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above? No, to the best of our knowledge, information, and belief.

If so, describe the relationship and the nature and extent of such interest: Not Applicable.

I certify that the foregoing information is true and correct, this 25 day of AUG, 2025.

David Pearson Communities, Inc.

BY: _____


Applicant's Signature
David Pearson, President

¹If the answer to any question is "Yes," then the Mayor or the member of the Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action

Attachment C2

CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Application No.: _____

(A separate form must be completed by each applicant - please see definition below)*

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

No.

If so, the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of Mableton within ten (10) days after this application is first filed.

Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made: Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution: Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 25~~th~~ day of Aug, 2025.

DAVID PEARSON COMMUNITIES, INC.

BY: _____

Applicant's Signature

David Pearson, President

¹If the answer to any question is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

Attachment C1

Application No.: _____

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant - please see definition below)*

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? _____
No, to the best of our knowledge, information, or belief.

If so, describe the nature and extent of such interest: Not Applicable.

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? No, to the best of our knowledge, information, and belief.

If so, describe the nature and extent of such interest: Not Applicable.

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above? No, to the best of our knowledge, information, and belief.

If so, describe the relationship and the nature and extent of such interest: Not Applicable.

I certify that the foregoing information is true and correct, this 4th day of September, 2025.

Moore Ingram Johnson & Steele, LLP

BY: J. Kevin Moore

Applicant's Signature

J. Kevin Moore; Georgia Bar No. 519728

Attorneys for Applicant and Property Owners

¹If the answer to any question is "Yes," then the Mayor or the member of the Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action

Attachment C2

CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

Application No.: _____

(A separate form must be completed by each applicant - please see definition below)*

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

No.

If so, the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of Mableton within ten (10) days after this application is first filed.

Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made: Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution: Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 4th day of September, 2025.

Moore Ingram Johnson & Steele, LLP

BY: 

Applicant's Signature

J. Kevin Moore; Georgia Bar No. 519728

Attorneys for Applicant and Property Owners

¹If the answer to any question is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

ATTACHMENT "D"

**2024103207 Deed Book 16250 Page 5136
Filed and Recorded: 12/13/2024 1:01:45 PM
Real Estate Transfer Tax: \$640.00
Connie Taylor
Clerk of Superior Court
Cobb County, Georgia
ParticipantIDs: 4045311118, 7067927936**

[Space Above This Line For Recording Data]

RETURN TO:
MOORE INGRAM JOHNSON & STEELE, LLP
EMERSON OVERLOOK
326 ROSWELL STREET
MARIETTA, GEORGIA 30060
24R351.1

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA
COUNTY OF COBB

THIS INDENTURE, made the 13th day of December, in the year Two Thousand Twenty-Four, between

**BRENT STEPP CONSTRUCTION COMPANY, INC.,
a Georgia corporation**

as party or parties of the first part, hereinafter called Grantor, and

DAVID PEARSON

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of OTHER VALUABLE CONSIDERATIONS AND TEN AND NO/100 DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 201 and 218 of the 18th District, 2nd Section, City of Austell, Cobb County, Georgia and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

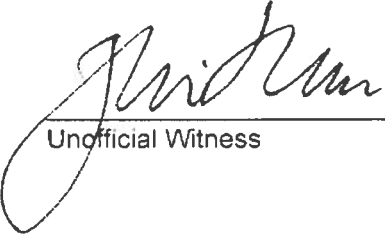
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantee forever in FEE SIMPLE; subject only to those matters (hereinafter referred to as "Permitted Title Exceptions") set out in the attached Exhibit "B", attached hereto and by this reference made a part hereof.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons CLAIMING BY, THROUGH, OR UNDER GRANTOR, BUT NOT OTHERWISE.


IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

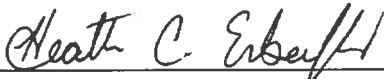
BRENT STEPP CONSTRUCTION COMPANY, INC.
a Georgia corporation



Unofficial Witness

By:  _____ (Seal)
Brent Stepp, President






Notary Public
MY COMMISSION EXPIRES: 

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 201 and 258, 18th District, 2nd Section, Cobb County, City of Austell, Georgia, and being more particularly described as follows:

Beginning at a point located at the intersection of the Easterly right-of-way of Cardell Road and the Southeasterly right-of-way of Old Alabama Road; thence along said right-of-way of Old Alabama Road the following courses and distances; North 58°02'58" East a distance of 110.85 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 94.66 feet and a radius of 1637.36 feet and being subtended by a chord bearing North 59°42'20" East a distance of 94.65 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 118.38 feet and a radius of 1039.64 feet and being subtended by a chord bearing North 64°37'27" East a distance of 118.32 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 286.24 feet and a radius of 7609.56 feet and being subtended by a chord bearing North 68°57'50" East a distance of 286.22 feet to a calculated point; thence North 70°02'29" East a distance of 90.71 feet to a ½ inch rebar set; thence leaving said right-of-way South 07°56'31" West a distance of 288.29 feet to a ½ inch rebar found; thence South 82°00'29" East a distance of 331.90 feet to a 2-inch open top pipe found; thence South 02° 29' 30" West a distance of 352.45 feet to a ½ inch rebar found; thence South 23°10'09" West a Distance of 290.45 feet to a ½ inch rebar set; thence South 23°13'09" West a distance of 219.94 feet to a 1-inch open top pipe found; thence South 23°05'11" West a distance of 129.97 feet to a 5/8 inch rebar found on the Northeasterly right-of-way of Cardell Road; thence along said right-of-way the following courses and distances: Following a curve to the left, said curve having an arc distance of 234.38 feet and a radius of 2464.45 feet and being subtended by a chord bearing North 41°26'49" West a distance of 234.29 feet to a calculated point; thence following a curve to the left, said curve having an arc distance of 222.09 feet and a radius of 4382.08 feet and being subtended by a chord bearing North 45°37'25" West a distance of 222.07 feet to a calculated point; thence North 47°04'31" West a distance of 106.60 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 127.17 feet and a radius of 497.93 feet and being subtended by a chord bearing North 39°45'33" West a distance of 126.82 feet to a calculated point; thence following a curve to the right; said curve having an arc distance of 80.14 feet and a radius of 675.27 feet and being subtended by a chord bearing North 29°02'33" West a distance of 80.09 feet to a calculated point; thence following a curve to the right, said curve having an arc distance of 80.70 feet and a radius of 875.17 feet and being subtended by a chord bearing North 22°13'02" West a distance of 80.67 feet to a calculated point; thence North 18°47'21" West a distance of 354.88 feet to THE TRUE POINT OR PLACE OF BEGINNING.

Said tract or parcel of land containing 15.169 acres and reflected on that certain ALTA/NSPS Survey of 15.169 +/- acres lying and being on Old Alabama Road and Cardell Road for SDH ATLANTA, LLC, First American Title Insurance Company, Ridgeland Title, and McMichael & Gray, P.C. dated June 29, 2021 by James A. Jacobs, Georgia Registered Land Surveyor No. 2867, Adam & Lee Land Surveying.

EXHIBIT "B"

1. Taxes and assessments for the year 2025, and subsequent years, not yet due and payable.
2. Easement from Mrs. Mary C. Manning for R.C. Cousins Estate to Georgia Power dated September 16, 1953, filed January 27, 1954 and recorded in Deed Book 264, Page 596, Cobb County, Georgia Records.
3. Rural Post Roads Right of Way Deed from Mrs. R.C. Cousins and M. Manning to the Department of Transportation dated May 26, 1974, filed May 7, 1975 and recorded in Deed Book 1600, Page 20, Cobb County, Georgia Records.
4. Rural Post Roads Right of Way Deed from Mrs. R.C. Cousins to the Department of Transportation dated May 26, 1974, filed May 7, 1975 and recorded in Deed Book 1600, Page 64, Cobb County, Georgia Records.
5. Rural Post Roads Right of Way Deed from Mrs. R.C. Cousins and M. Manning to the Department of Transportation dated May 26, 1974, filed May 7, 1975 and recorded in Deed Book 1600, Page 67, Cobb County, Georgia Records.
6. Easement and Right of Way from Mary C. Manning, individually and as Trustee under the Testamentary Trust of Margaret Gordon Cousins, deceased to Cobb County-Marietta Water Authority dated April 15, 1996, filed April 17, 1996 and recorded in Deed Book 9548, Page 507, Cobb County, Georgia Records.
7. Sewer Easement Agreement between Mable Street Limited, LLC and Mary C. Manning dated December 13, 2005, filed January 4, 2006 and recorded in Deed Book 14272, Page 1779, Cobb County, Georgia Records.
8. Cobb County Right of Way Deed from Brent Stepp Construction Company, Inc. dated September 21, 2021, filed October 11, 2021 and recorded in Deed Book 15978, Page 6484, Cobb County, Georgia Records.
9. Memorandum of Agreement by and between SDH Atlanta LLC and Brent Stepp Construction Company, Inc. dated November 30, 2022, filed November 30, 2022 and recorded in Deed Book 16102, Page 5239, Cobb County, Georgia Records.
10. Easement for Anchors, Guy Poles and Guy Wires from Brent Stepp Construction Company, Inc. to Georgia Power Company dated April 17, 2023, filed July 4, 2023 and recorded in Deed Book 16144, page 2040, Cobb County, Georgia Records.

11. All matters reflected in that certain plat recorded in Plat Book 4, Page 135, Cobb County, Georgia Records.
12. All matters reflected in that certain plat recorded in Plat Book 22, Page 113, Cobb County, Georgia Records.
13. All matters reflected in that certain plat recorded in Plat Book 23, Page 42, Cobb County, Georgia Records.

Deed Book 15489 Pg 4966
Filed and Recorded Oct-31-2017 03:42pm
2017-0123392
Real Estate Transfer Tax \$0.00

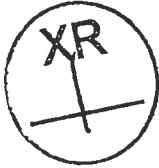
Rebecca Keaton

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

Deed Book 15449 Pg 4434
Filed and Recorded Jun-08-2017 03:31pm
2017-0064064
Real Estate Transfer Tax \$0.00
0372017013303

Rebecca Keaton

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.



AFTER RECORDING PLEASE RETURN TO:
Jeffrey N. Gaba, Esq.
Gregory, Doyle, Calhoun & Rogers, LLC
49 Atlanta Street
Marietta, GA 30060

PLEASE RE-RECORD TO CORRECT THE LEGAL
DESCRIPTIONS ATTACHED AS EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF COBB

WARRANTY DEED

THIS INDENTURE, is made as of this 6TH day of June, 2017, by and between **MARY MARGARET MANNING**, a resident of the State of Georgia (hereinafter called "Grantor"), and **MARY MARGARET MANNING, TRUSTEE OF THE MMM TRUST, DATED DECEMBER 27, 2013, OR ANY SUCCESSOR TRUSTEE** (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Land Lots 145 and 201, of the 18th District, 2nd Section, Cobb County, Georgia and being more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference. Tax Parcel 18014500010.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.


AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

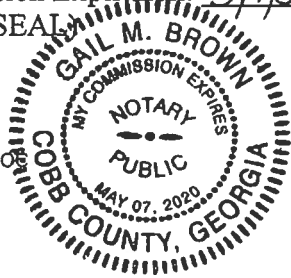
Signed, sealed and delivered
in the presence of:


MARY MARGARET MANNING


Unofficial Witness


Notary Public
Commission Expiration: 5/7/20
(SEAL)

2245103_1.DOC



TRACT I:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 145 AND 201 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2784, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT-OF-WAY MONUMENT LOCATED AT THE EASTERLY RIGHT OF WAY OF MAXHAM ROAD (APPARENT 150' R/W) WITH THE NORTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD (VARIABLE R/W) AND THE POINT OF BEGINNING, RUN THENCE NORTH 77 DEGREES 12 MINUTES 01 SECONDS WEST A DISTANCE OF 94.29 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD; RUN THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD NORTH 07 DEGREES 51 MINUTES 46 SECONDS EAST A DISTANCE OF 674.57 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE TO THE NORTHWEST HAVING A RADIUS OF 974.00 FEET, A CHORD BEARING OF NORTH 4 DEGREES 26 MINUTES 55 SECONDS WEST, AND A CHORD DISTANCE OF 415.36 FEET, FOR AN ARC DISTANCE OF 418.57 FEET TO A POINT; RUN THENCE NORTH 16 DEGREES 45 MINUTES 40 SECONDS WEST A DISTANCE OF 54.48 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY, RUN NORTH 86 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 71.73 FEET ALONG THE CENTERLINE OF BUTTERMILK CREEK TO A POINT; RUN THENCE SOUTH 04 DEGREES 28 MINUTES 58 SECONDS EAST A DISTANCE OF 472.93 FEET TO A POINT; RUN THENCE SOUTH 43 DEGREES 27 MINUTES 16 SECONDS EAST A DISTANCE OF 546.24 FEET TO A #4 REBAR FOUND ON THE NORTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD; RUN THENCE ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 1687.36 FEET, A CHORD BEARING OF SOUTH 60 DEGREES 26 MINUTES 50 SECONDS WEST, AND A CHORD DISTANCE OF 141.20 FEET, FOR AN ARC DISTANCE OF 141.24 FEET TO A POINT; RUN THENCE SOUTH 58 DEGREES 02 MINUTES 58 SECONDS WEST A DISTANCE OF 95.22 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 682.64 FEET, A CHORD BEARING OF SOUTH 55 DEGREES 33 MINUTES 14 SECONDS WEST, AND A CHORD DISTANCE OF 59.45 FEET, FOR AN ARC DISTANCE OF 59.47 FEET TO A POINT; RUN THENCE SOUTH 53 DEGREES 03 MINUTES 30 SECONDS WEST A DISTANCE OF 230.22 FEET TO A R/W MONUMENT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 4.87 ACRES, MORE OR LESS.


TRACT III:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 201 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2748, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF LAND LOTS 144, 145, 201 AND 202 AND THE TRUE POINT OF BEGINNING, RUN THENCE SOUTH 89 DEGREES 14 MINUTES 05 SECONDS EAST A DISTANCE OF 22.19 FEET ALONG THE NORTHERN LOT LINE OF LAND LOT 201 TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF MAXHAM ROAD (APPARENT 150' R/W); THENCE LEAVING THE NORTHERN LOT LINE OF LAND LOT 201, RUN ALONG THE WESTERLY RIGHT-OF-WAY OF MAXHAM ROAD SOUTH 16 DEGREES 45 MINUTES 40 SECONDS EAST A DISTANCE OF 27.06 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 824.00 FEET, A CHORD BEARING OF SOUTH 04 DEGREES 26 MINUTES 55 SECONDS EAST, AND A CHORD DISTANCE OF 351.39 FEET, FOR AN ARC DISTANCE OF 354.11 FEET TO A POINT; RUN THENCE SOUTH 07 DEGREES 51 MINUTES 46 SECONDS WEST A DISTANCE OF 575.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY, RUN ALONG THE WESTERN LAND LOT LINE OF LAND LOT 201 NORTH 01 DEGREES 17 MINUTES 47 SECONDS EAST A DISTANCE OF 946.38 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.94 ACRES, MORE OR LESS.

Deed Book 15449 Pg 4439
Filed and Recorded Jun-08-2017 03:31pm
2017-0064065
Real Estate Transfer Tax \$0.00
0332017013304


Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

FOR QCD SEE
DE Book 16093 Page 4341

AFTER RECORDING PLEASE RETURN TO:
Jeffrey N. Gaba, Esq.
Gregory, Doyle, Calhoun & Rogers, LLC
49 Atlanta Street
Marietta, GA 30060

STATE OF GEORGIA
COUNTY OF COBB

WARRANTY DEED

THIS INDENTURE, is made as of this 6th day of June, 2017, by and between **MARY MARGARET MANNING**, a resident of the State of Georgia (hereinafter called "Grantor"), and **MARY MARGARET MANNING, TRUSTEE OF THE MMM TRUST, DATED DECEMBER 27, 2013, OR ANY SUCCESSOR TRUSTEE** (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

All that tract or parcel of land lying and being in Land Lot 201 and 258, of the 18th District, 2nd Section, Cobb County, Georgia and being more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference. TAX PARCELS 18020100040 & 18020100050.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered
in the presence of:

Mary Margaret Manning
MARY MARGARET MANNING

Anne Walter
Unofficial Witness

Gail M. Brown
Notary Public
Commission Expiration: 5/7/20



2245107_1.DOC

TRACT IV:

Deed Book 15449 Ps 4441

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 201 AND 258 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2784, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD (APPARENT 150' R/W) WITH THE SOUTHERLY RIGHT-OF-WAY OF OLD CARDELL ROAD (APPARENT 50' R/W) AND THE POINT OF BEGINNING; RUN THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY OF OLD CARDELL ROAD SOUTH 81 DEGREES 16 MINUTES 44 SECONDS EAST A DISTANCE OF 105.35 FEET TO A POINT; RUN THENCE SOUTH 75 DEGREES 37 MINUTES 18 SECONDS EAST A DISTANCE OF 140.76 FEET TO A POINT; RUN THENCE SOUTH 70 DEGREES 35 MINUTES 40 SECONDS EAST A DISTANCE OF 22.32 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY RUN SOUTH 46 DEGREES 55 MINUTES 08 SECONDS WEST A DISTANCE OF 141.87 FEET TO A #4 REBAR FOUND; RUN THENCE NORTH 50 DEGREES 24 MINUTES 52 SECONDS WEST A DISTANCE OF 77.09 FEET TO A #4 REBAR FOUND; RUN THENCE NORTH 81 DEGREES 46 MINUTES 02 SECONDS WEST A DISTANCE OF 105.52 FEET TO A #4 REBAR FOUND ON THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD; RUN THENCE ALONG MAXHAM ROAD ALONG THE ARC OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 5654.58 FEET, A CHORD BEARING OF NORTH 03 DEGREES 43 MINUTES 49 SECONDS EAST, AND A CHORD DISTANCE OF 91.21 FEET, FOR AN ARC DISTANCE OF 91.21 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 0.51 ACRES, MORE OR LESS.

PLUS ANY AND ALL GAPS AND GORES BETWEEN THE ABOVE-DESCRIBED TRACTS AND THE ORIGINAL LEGAL DESCRIPTION CONTAINED IN DEED BOOK 144, PAGE 229, COBB COUNTY, GEORGIA RECORDS.

LESS AND EXCEPT ANY AND ALL RIGHT-OF-WAY CONVEYANCES OF RECORD.

PLUS ANY REMNANTS THAT HAVE NOT PREVIOUSLY BEEN CONVEYED OUT OF DEED BOOK 144, PAGE 229, COBB COUNTY, GEORGIA RECORDS.

THE INTENT OF THIS EXECUTOR'S DEED IS TO CONVEY TO GRANTEE HEREIN ALL REMAINING PROPERTY, INCLUDING THE ABOVE-DESCRIBED PROPERTY, NOT PREVIOUSLY CONVEYED OUT OF THAT PROPERTY DESCRIBED IN DEED BOOK 144, PAGE 229, COBB COUNTY, GEORGIA RECORDS.

TRACT II:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 201 OF THE 18TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY SHOWN ON THAT PLAT OF SURVEY DATED JUNE 19, 2008 FOR MARY MARGARET MANNING BY JOHN C. GASKINS, RLS NO. 2060, AND CHRISTOPHER A. EVANS, RLS NO. 2784, GASKINS SURVEYING, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD (APPARENT 150' R/W) WITH THE SOUTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD (VARIABLE R/W) AND THE TRUE POINT OF BEGINNING; RUN THENCE NORTH 56 DEGREES 36 MINUTES 45 SECONDS EAST A DISTANCE OF 50.91 FEET TO A POINT ALONG THE SOUTHERLY RIGHT-OF-WAY OF OLD ALABAMA ROAD; CONTINUING ALONG SAID RIGHT-OF-WAY, RUN THENCE ALONG THE ARC OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 802.62 FEET, A CHORD BEARING OF NORTH 55 DEGREES 04 MINUTES 51 SECONDS EAST, AND A CHORD DISTANCE OF 42.90 FEET, FOR AN ARC DISTANCE OF 42.91 FEET TO A POINT; RUN THENCE NORTH 53 DEGREES 32 MINUTES 58 SECONDS EAST A DISTANCE OF 31.13 FEET TO A POINT; RUN THENCE SOUTH 40 DEGREES 35 MINUTES 42 SECONDS EAST A DISTANCE OF 14.96 FEET TO A R/W MONUMENT; RUN THENCE NORTH 52 DEGREES 55 MINUTES 51 SECONDS EAST A DISTANCE OF 124.55 FEET TO A R/W MONUMENT; RUN THENCE SOUTH 37 DEGREES 24 MINUTES 31 SECONDS EAST A DISTANCE OF 18.59 FEET TO A R/W MONUMENT; RUN THENCE NORTH 53 DEGREES 14 MINUTES 01 SECONDS EAST A DISTANCE OF 59.96 FEET TO A R/W MONUMENT; RUN THENCE SOUTH 79 DEGREES 51 MINUTES 58 SECONDS EAST A DISTANCE OF 73.70 FEET TO A R/W MONUMENT ON THE WESTERLY RIGHT-OF-WAY OF CARDELL ROAD (APPARENT 50' R/W); RUN THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF CARDELL ROAD SOUTH 18 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 246.05 FEET TO A POINT; RUN THENCE ALONG THE ARC OF A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 725.17 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 24 MINUTES 06 SECONDS EAST, AND A CHORD DISTANCE OF 40.73 FEET, FOR AN ARC DISTANCE OF 40.74 FEET TO A POINT; RUN THENCE ALONG THE RIGHT-OF-WAY OF OLD CARDELL ROAD (APPARENT 50' R/W) SOUTH 66 DEGREES 00 MINUTES 47 SECONDS WEST A DISTANCE OF 29.93 FEET TO A POINT; RUN THENCE ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE NORTHWEST HAVING A RADIUS OF 79.12 FEET, A CHORD BEARING OF NORTH 81 DEGREES 23 MINUTES 55 SECONDS WEST, AND A CHORD DISTANCE OF 29.66 FEET, FOR AN ARC DISTANCE OF 29.84 FEET TO A POINT; RUN THENCE NORTH 70 DEGREES 35 MINUTES 40 SECONDS WEST A DISTANCE OF 140.43 FEET TO A POINT; RUN THENCE NORTH 75 DEGREES 37 MINUTES 18 SECONDS WEST A DISTANCE OF 145.42 FEET TO A POINT; RUN THENCE NORTH 81 DEGREES 16 MINUTES 44 SECONDS WEST A DISTANCE OF 111.56 FEET TO A POINT; RUN THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF MAXHAM ROAD ALONG THE ARC OF A CURVE TO THE NORTHEAST HAVING A RADIUS OF 5654.58 FEET, A CHORD BEARING OF NORTH 4 DEGREES 53 MINUTES 04 SECONDS EAST, AND A CHORD DISTANCE OF 36.35 FEET, FOR AN ARC DISTANCE OF 36.35 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINING 1.63 ACRES, MORE OR LESS.

ATTACHMENT "E"

Legal Description Parcel Nos. 18020100030 and 18025800020 Zoned R-20/OSC

All of that tract or parcel of land lying and being in Land Lots 201 and 258 of the 18th District, 2nd Section, City of Mableton, Cobb County, Georgia and being more particularly described as follows:

Beginning at an iron pin set (#4 rebar w/cap) located at the southeasterly corner of Land Lot 201 (said corner being common to Land Lots 200, 201, 258 & 259), from the Point of Beginning thus established, depart said Land Lot corner and proceed in a southwesterly direction, S23°09'21"W for a distance of 190.52 feet to an iron pin found (1/2" crimped top pipe); thence S23°13'21"W for a distance of 319.79 feet to an iron pin found (3/4" crimped top pipe); thence S23°08'08"W for a distance of 130.01 feet to an iron pin found (#5 rebar) located on the northeasterly right-of-way line of Cardell Road (50'r/w); thence in a northwesterly direction along said northeasterly right-of-way line of Cardell Road the following courses and distances: thence 234.38 feet along an arc of a curve to the left, said curve having a radius of 2464.45 feet and being subtended by a chord of N41°25'59"W for a distance of 234.29 feet to a point; thence 222.09 feet along an arc of a curve to the left, said curve having a radius of 4382.08 feet and being subtended by a chord of N45°36'35"W for a distance of 222.07 feet to a point; thence N47°03'41"W for a distance of 106.60 feet to a point; thence 127.17 feet along an arc of a curve to the right, said curve having a radius of 497.93 feet and being subtended by a chord of N39°45'43"W for a distance of 126.82 feet to a point; thence 80.14 feet along an arc of a curve to the right, said curve having a radius of 675.17 feet and being subtended by a chord of N29°01'43"W for a distance of 80.09 feet to a point; thence 80.72 feet along an arc of a curve to the right, said curve having a radius of 675.17 feet and being subtended by a chord of N22°12'12"W for a distance of 80.67 feet to a point; thence N18°46'42"W for a distance of 262.54 feet to an iron pin set (#4 rebar w/cap), thence N71°17'07"E for a distance of 8.15 feet to a r/w monument found; thence N18°40'42"E for a distance of 68.25 feet to a r/w monument found; thence N27°59'56"E for a distance of 19.58 feet to a r/w monument found; thence S57°59'56"W for a distance of 23.15 feet to a point; thence N18°46'42"W for a distance of 15.98 feet to an iron pin set (#4 rebar w/cap) located on the southeasterly right-of-way line of Old Alabama Road (variable r/w); thence in a northeasterly direction along said right-of-way line of Old Alabama Road (variable r/w) the following courses and distances: thence N58°04'33"E for a distance of 110.89 feet to a point; thence 94.66 feet along an arc of a curve to the right, said curve having a radius of 1637.36 feet and being subtended by a chord of N59°43'11"E for a distance of 94.65 feet to a point; thence 118.38 feet along an arc of a curve to the right, said curve having a radius of 1039.64 feet and being subtended by a chord of N64°38'18"E for a distance of 118.32 feet to a point; thence 286.24 feet along an arc of a curve to the right, said curve having a radius of 7609.56 feet and being subtended by a chord of N68°58'41"E for a distance of 286.22 feet to a point; thence N70°03'20"E for a distance of 90.71 feet to an iron pin set (#4 rebar w/cap); thence departing said right-of-way line of Old Alabama Road (variable r/w) and proceed S07°57'22"W for a distance of 288.29 feet to an iron pin found (2" open top pipe); thence S82°03'45"E for a distance of 332.22 feet to an iron pin found (2" open top pipe) on the easterly line of Land Lot 201 (said line being common to Land Lots 200 & 201); thence in a southerly direction along said easterly line of Land Lot 201 (said line being common to Land Lots 200 & 201) the following courses and distances: S02°38'11"W for a distance of 219.16 feet to an iron pin found (#4 rebar); thence S02°26'39"W for a distance of 133.65 feet to an iron pin set (#4 rebar w/cap) located at the southeasterly corner of Land Lot 201 (said corner being common to Land lots 200, 201, 258 & 259) and the Point of Beginning.

Said tract or parcel containing ±15.156 acres or ±660,205 square feet.

ATTACHMENT “E”

Legal Description Parcel Nos. 18014500010 and 18020100040 Zoned R-20

Parcel No. 18014500010

All that tract or parcel of land lying and being in Land Lots 145 and 201 of the 18th District, 2nd Section, Cobb County, Georgia and being more particularly shown on that plat of survey dated June 19, 2008 for Mary Margaret Manning by John C. Gaskins, RLS No. 2060, and Christopher A. Evans, RLS No. 2784, Gaskins Surveying, and being more particularly described as follows:

Beginning at a right-of-way monument located at the easterly right of way of Maxham Road (Apparent 150' R/W) with the northerly right of way of Old Alabama Road (variable R/W) and the Point of Beginning, run thence North 77 degrees 12 minutes 01 seconds West a distance of 94.29 feet to a point on the easterly right-of-way of Maxham Road; run thence along the easterly right-of-way of Maxham Road North 07 degrees 51 minutes 46 seconds East a distance of 674.57 feet to a point; run thence along the arc of a curve to the Northwest having a radius of 974.00 feet, a chord bearing of North 4 degrees 26 minutes 55 seconds West, and a chord distance of 415.36 feet, for an arc distance of 418.57 feet to a point; run thence North 16 degrees 45 minutes 40 seconds West a distance of 54.48 feet to a point; thence leaving said right-of-way, run North 86 degrees 17 minutes 35 seconds East a distance of 71.73 feet along the centerline of Buttermilk Creek to a point; run thence South 04 degrees 28 minutes 58 seconds East a distance of 472.93 feet to a point; Run thence South 43 degrees 27 minutes 16 seconds East a distance of 546.24 feet to a #4 rebar found on the northerly right-of-way of Old Alabama Road; run thence along said right-of-way along the arc of a curve to the southwest having a radius of 1687.36 feet, a chord bearing of South 60 degrees 26 minutes 50 seconds West, and a chord distance of 141.20 feet, for an arc distance of 141.24 feet to a point; run thence South 58 degrees 02 minutes 58 seconds West a distance of 95.22 feet to a point; run thence along the arc of a curve to the Southwest having a radius of 682.64 feet, a chord bearing of South 55 degrees, 33 minutes, 14 seconds West, and a chord distance of 59.45 feet, for an arc distance of 59.47 feet to a point; run thence South 53 degrees 03 minutes 30 seconds West a distance of 230.22 feet to a R/W monument and the Point of Beginning.

Said tract containing 4.87 acres, more or less.

Parcel No. 18020100040

All that tract or parcel of land lying and being in Land Lot 201 of the 18th District, 2nd Section, Cobb County, Georgia and being more Particularly shown on that plat of survey dated June 19, 2008 for Mary Margaret Manning by John C. Gaskins, RLS No. 2060, and Christopher A. Evans, RLS No. 2784, Gaskins Surveying, and being more particularly described as follows:

Beginning at a point at the intersection of the easterly right-of-way of Maxham Road (apparent 150' R/W) with the southerly right-of-way of Old Alabama Road (variable R/W) and the True Point of beginning; run Thence North 56 degrees 36 minutes 45 seconds East a distance of 50.91 feet to a point along the southerly right-of-way of Old Alabama Road; continuing along said right-of-way, run thence along the arc of a curve to the northeast having a radius of 802.62 feet, a chord bearing of North 55 degrees 04 minutes 51 seconds East, and a chord distance of 42.90 feet, for an arc distance of 42.91 feet to a point; run thence North 53 degrees 32 minutes 58 seconds East a distance of 31.13 feet to a point; run thence South 40 degrees 35 minutes 42 seconds East a distance of 14.96 feet to a R/W monument; run thence North 52 degrees 55 minutes 51 Seconds East a distance of 124.55 feet to a R/W monument; run thence South 37 degrees 24 minutes 31 seconds East a distance of 18.59 feet to a R/W monument; run thence North 53 degrees 14 minutes 01 seconds East a distance of 59.95 feet to a R/W monument; run thence South 79 degrees 51 minutes 58 seconds East a distance of 73.70 feet to a R/W monument on the Westerly right-of-way of Cardell Road (apparent 50' R/W); run thence along the westerly right-of-way of Cardell Road South 18 degrees 47 minutes 32 seconds East a distance of 246.05 feet to a point; run thence along the arc of a curve to the southeast having a radius of 725.17 feet, a chord bearing of South 20 degrees 24 minutes 06 seconds East and a chord distance of 40.73 feet, for an arc distance of 40.74 feet to a point; run thence along the right-of-way of Old Cardell Road (apparent 50' R/W) South 66 degrees 00 minutes 47 seconds West a distance of 29.93 feet to a point; thence along said right-of-way along the arc of a curve to the northwest having a radius of 79.12 feet, a chord bearing of North 81 degrees 23 minutes 55 seconds West, and a chord distance of 29.66 feet, for an arc distance of 29.84 feet to a point; run thence North 70 degrees 35 minutes 40 seconds West a distance of 140.43 feet to a point; thence North 75 degrees 37 minutes 18 seconds West a distance of 145.42 feet to a point; run thence north 81 degrees 16 minutes 44 seconds West a distance of 111.56 feet to a point; run thence along the easterly right-of-way of Maxham Road along the arc of a curve to the northeast having a radius of 5654.58 feet, a chord bearing of North 4 degrees 53 minutes 04 seconds East, and a chord distance of 36.35 feet, for an arc distance of 36.35 feet to a point and the Point of Beginning.

Said tract containing 1.63 acres, more or less.

Printed: 8/13/2025



Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
BRENT STEPP CONSTRUCTION CO INC

BRENT STEPP CONSTRUCTION COMPANY
INC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	18020100030	10/15/2024	Pay:	N/A	or	\$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$6,599.00	\$0.00



Scan this code with your mobile phone to view this bill

Printed: 8/13/2025



Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
BRENT STEPP CONSTRUCTION CO INC

BRENT STEPP CONSTRUCTION COMPANY
INC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	18025800020	10/15/2024	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$4,445.56	\$0.00	



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ATTACHMENT "F"

Printed: 8/13/2025

Cobb County Online Tax Receipt

Thank you for your payment!



CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
MARY MANNING

MMM TRUST

Payment Date: 10/11/2024

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	18014500010	10/15/2024	Pay:	N/A	or	\$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,949.26	\$0.00



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ATTACHMENT "F"

Printed: 8/13/2025



Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
MARY MANNING

MMM TRUST

Payment Date: 10/11/2024

Tax Year	Parcel ID	Due Date	Appeal Amount	Taxes Due
2024	18020100040	10/15/2024	Pay: N/A or	\$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$1,649.80	\$0.00

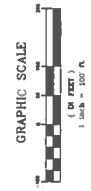


Scan this code with your mobile phone to view this bill!!!



APPLICANT:
DAVID PEARSON COMMUNITIES, INC.
2000 FIRST DR., STE. 400
ROSBERTVA, GA. 30086
CONTACT: DOUG PATEN, DP@DPCOMM.COM
770-254-1974

ATTACHMENT "G"



CONCEPTUAL PLAN PIR
9222 VETERANS MEMORIAL HWY
PARCEL ID: 18026800020 & 18020100030
PARCEL ID: 18018500010 & 18020100040
LOCALITY: DEKALB COUNTY, GA
18TH DISTRICT, 2ND SECTION & 298
CITY OF MABLETON, COBB COUNTY, GA
BY DAVID PEARSON COMMUNITIES, INC.
DAVID PEARSON COMMUNITIES, INC.
2000 FIRST DR. STE. 400, MABLETON, GA 30128, PHONE 770-254-5032

DATE: 05-15-25
DRAWN BY: DP
CHECKED BY: CARDELL
JOB NO.:
JOB DATE:
JOB NO. 2
JOB DATE:
JOB NO. 3
JOB DATE:
JOB NO. 4

NO.	DATE	REVISION DESCRIPTION	BY
1			
2			
3			
4			



SINGLE FAMILY DETACHED BUILDING SETBACK REQUIREMENTS:
FRONT - 20 FT
SIDE/Rear LOT'S BOUNDARY REAR - 35 FT
SIDE/Rear LOT'S BOUNDARY REAR - 10 FT BETWEEN BUILDINGS
REAR SIDE - 10 FT

TOTAL PROPOSED RESIDENTIAL UNITS - 106
PROPOSED USE: SINGLE FAMILY RESIDENTIAL
TOTAL TRACT ACREAGE - 21.672 ACS
CURRENT ZONING: R-20 OSC
PROPOSED ZONING: FST (PROPOSED DETACHED)
OVERALL SITE DENSITY - 4.89 UNITS PER ACRE



NOTE: THE AREA SHOWN IN RED IS TO BE USED FOR THE PROPOSED ORANGE SPA. THE EXISTING CONCRETE IS TO BE REMOVED AND THE AREA TO BE REGRADED TO MATCH THE SURROUNDING GRADE.

LINE	START STATION	END STATION	DIRECTION
1	0+00	0+50.31	185.58-26.25 L
2	0+50.31	0+50.31	0+50.31-0+50.31
3	0+50.31	0+50.31	0+50.31-0+50.31
4	0+50.31	0+50.31	0+50.31-0+50.31
5	0+50.31	0+50.31	0+50.31-0+50.31
6	0+50.31	0+50.31	0+50.31-0+50.31
7	0+50.31	0+50.31	0+50.31-0+50.31
8	0+50.31	0+50.31	0+50.31-0+50.31
9	0+50.31	0+50.31	0+50.31-0+50.31
10	0+50.31	0+50.31	0+50.31-0+50.31
11	0+50.31	0+50.31	0+50.31-0+50.31
12	0+50.31	0+50.31	0+50.31-0+50.31
13	0+50.31	0+50.31	0+50.31-0+50.31
14	0+50.31	0+50.31	0+50.31-0+50.31
15	0+50.31	0+50.31	0+50.31-0+50.31
16	0+50.31	0+50.31	0+50.31-0+50.31
17	0+50.31	0+50.31	0+50.31-0+50.31
18	0+50.31	0+50.31	0+50.31-0+50.31
19	0+50.31	0+50.31	0+50.31-0+50.31
20	0+50.31	0+50.31	0+50.31-0+50.31
21	0+50.31	0+50.31	0+50.31-0+50.31
22	0+50.31	0+50.31	0+50.31-0+50.31
23	0+50.31	0+50.31	0+50.31-0+50.31
24	0+50.31	0+50.31	0+50.31-0+50.31
25	0+50.31	0+50.31	0+50.31-0+50.31
26	0+50.31	0+50.31	0+50.31-0+50.31
27	0+50.31	0+50.31	0+50.31-0+50.31
28	0+50.31	0+50.31	0+50.31-0+50.31
29	0+50.31	0+50.31	0+50.31-0+50.31
30	0+50.31	0+50.31	0+50.31-0+50.31
31	0+50.31	0+50.31	0+50.31-0+50.31
32	0+50.31	0+50.31	0+50.31-0+50.31
33	0+50.31	0+50.31	0+50.31-0+50.31
34	0+50.31	0+50.31	0+50.31-0+50.31
35	0+50.31	0+50.31	0+50.31-0+50.31
36	0+50.31	0+50.31	0+50.31-0+50.31
37	0+50.31	0+50.31	0+50.31-0+50.31
38	0+50.31	0+50.31	0+50.31-0+50.31
39	0+50.31	0+50.31	0+50.31-0+50.31
40	0+50.31	0+50.31	0+50.31-0+50.31
41	0+50.31	0+50.31	0+50.31-0+50.31
42	0+50.31	0+50.31	0+50.31-0+50.31
43	0+50.31	0+50.31	0+50.31-0+50.31
44	0+50.31	0+50.31	0+50.31-0+50.31
45	0+50.31	0+50.31	0+50.31-0+50.31
46	0+50.31	0+50.31	0+50.31-0+50.31
47	0+50.31	0+50.31	0+50.31-0+50.31
48	0+50.31	0+50.31	0+50.31-0+50.31
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53	0+50.31	0+50.31	0+50.31-0+50.31
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60	0+50.31	0+50.31	0+50.31-0+50.31
61	0+50.31	0+50.31	0+50.31-0+50.31
62	0+50.31	0+50.31	0+50.31-0+50.31
63	0+50.31	0+50.31	0+50.31-0+50.31
64	0+50.31	0+50.31	0+50.31-0+50.31
65	0+50.31	0+50.31	0+50.31-0+50.31
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67	0+50.31	0+50.31	0+50.31-0+50.31
68	0+50.31	0+50.31	0+50.31-0+50.31
69	0+50.31	0+50.31	0+50.31-0+50.31
70	0+50.31	0+50.31	0+50.31-0+50.31
71	0+50.31	0+50.31	0+50.31-0+50.31
72	0+50.31	0+50.31	0+50.31-0+50.31
73	0+50.31	0+50.31	0+50.31-0+50.31
74	0+50.31	0+50.31	0+50.31-0+50.31
75	0+50.31	0+50.31	0+50.31-0+50.31
76	0+50.31	0+50.31	0+50.31-0+50.31
77	0+50.31	0+50.31	0+50.31-0+50.31
78	0+50.31	0+50.31	0+50.31-0+50.31
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80	0+50.31	0+50.31	0+50.31-0+50.31
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86	0+50.31	0+50.31	0+50.31-0+50.31
87	0+50.31	0+50.31	0+50.31-0+50.31
88	0+50.31	0+50.31	0+50.31-0+50.31
89	0+50.31	0+50.31	0+50.31-0+50.31
90	0+50.31	0+50.31	0+50.31-0+50.31
91	0+50.31	0+50.31	0+50.31-0+50.31
92	0+50.31	0+50.31	0+50.31-0+50.31
93	0+50.31	0+50.31	0+50.31-0+50.31
94	0+50.31	0+50.31	0+50.31-0+50.31
95	0+50.31	0+50.31	0+50.31-0+50.31
96	0+50.31	0+50.31	0+50.31-0+50.31
97	0+50.31	0+50.31	0+50.31-0+50.31
98	0+50.31	0+50.31	0+50.31-0+50.31
99	0+50.31	0+50.31	0+50.31-0+50.31
100	0+50.31	0+50.31	0+50.31-0+50.31

David Pearson COMMUNITIES
Building Communities of Lasting Value.

MOORE INGRAM JOHNSON & STEELE

A LIMITED LIABILITY PARTNERSHIP
WWW.MIJS.COM

MARIETTA, GEORGIA
EMERSON OVERLOOK
326 ROSWELL STREET
SUITE 100
MARIETTA, GEORGIA 30060
TELEPHONE (770) 429-1499

KNOXVILLE, TENNESSEE
408 N. CEDAR BLUFF ROAD
SUITE 500
KNOXVILLE, TENNESSEE 37923
TELEPHONE (865) 692-9039

JACKSONVILLE, FLORIDA
10201 CENTURION PARKWAY N.
SUITE 401
JACKSONVILLE, FLORIDA 32256
TELEPHONE (904) 428-1465

BRENTWOOD, TENNESSEE
12 CADILLAC DRIVE
SUITE 200
BRENTWOOD, TENNESSEE 37027
TELEPHONE (615) 425-7347

LEXINGTON, KENTUCKY
2408 SIR BARTON WAY
SUITE 375
LEXINGTON, KENTUCKY 40509
TELEPHONE (859) 309-0026

ORLANDO, FLORIDA
1000 LEGION PLACE
SUITE 701
ORLANDO, FLORIDA 32801
TELEPHONE (407) 367-6232

HARRISBURG, PENNSYLVANIA
101 ERFORD ROAD
SUITE 300
CAMP HILL, PENNSYLVANIA 17011
TELEPHONE (717) 790-2854

FAIRFIELD, NEW JERSEY
165 PASSAIC AVENUE
SUITE 205
FAIRFIELD, NEW JERSEY 07004
TELEPHONE 201-602-4082

ATTACHMENT "I"

September 4, 2025

Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
Suite 144
6116 Mableton Parkway, S.E.
Mableton, Georgia 30126

RE: Application for Rezoning - Application No. _____
 Applicant: David Pearson Communities, Inc.
 Property Owners: David Pearson; Mary Margaret Manning,
 Trustee of The MMM Trust, dated
 December 27, 2013
 Property: 21.672 acres, more or less, located at the
 intersection of the northerly and southerly
 sides of Old Alabama Road with the easterly
 side of Maxham Road; the intersection of the
 easterly and westerly sides of Cardell Road
 with Old Alabama Road, Land Lot 145, 201,
 and 208, 18th District, 2nd Section, City of
 Mableton, Cobb County, Georgia

Dear Chris:

The undersigned and this firm represent David Pearson Communities, Inc., as Applicant (hereinafter "Applicant"), and the Property Owners, David Pearson and Mary Margaret Manning, Trustee of The MMM Trust, dated December 27, 2013 (hereinafter collectively referred to as "Owners" or "Property Owners"), in the Application for Rezoning being filed contemporaneously with this stipulation letter. The Application for Rezoning seeks rezoning of property located at the intersection of the northerly and southerly sides of Old Alabama Road with the easterly side of Maxham Road, and the intersection of the easterly and westerly sides of Cardell Road with Old Alabama Road, Land Lots 145, 201, and 208, 18th District, 2nd Section, City of Mableton, Cobb County, Georgia (hereinafter the "Property" or "Subject Property"). The following are agreeable stipulations and conditions, which, if the Application for Rezoning is approved, as submitted, shall

MOORE INGRAM JOHNSON & STEELE

Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
Page 2 of 4
September 4, 2025

become a part of the grant of the requested rezoning and shall be binding upon the Subject Property. The proposed stipulations are as follows:

- (1) The stipulations and conditions set forth herein shall replace and supersede in full any and all prior stipulations and conditions, in whatsoever form, which are currently in place on the Subject Property; together with any and all prior Departmental Comments and Staff Recommendations submitted by Planning, Fire, Water, Sewer, and Drainage, relating to the Subject Property from any previous zoning actions.
- (2) Applicant seeks rezoning of the Subject Property from the existing zoning categories of R-20 and R-20/Open Space Community (“R-20/OSC”) to the proposed zoning category of RA-6, with reference to the Site Plan dated May 15, 2025, and submitted contemporaneously with the Application for Rezoning and this letter of agreeable stipulations and conditions. A reduced copy of the Site Plan is attached as Exhibit “A.”
- (3) The Subject Property consists of a total of approximately 21.672 acres of total site area and shall contain a maximum of one hundred six (106) single-family, detached residential homes.
- (4) The proposed residences shall have exterior façades consisting of brick, stone, stacked stone, board and batten, hardi-plank, or combinations thereof, with complementary accents.
- (5) The proposed residences shall have a minimum of 1,800 square feet.
- (6) Applicant agrees to the creation of a mandatory homeowners association consistent with similar upscale communities in the area. The mandatory homeowners association shall be responsible for the upkeep and maintenance of all landscaping and maintenance of common areas, entrance area, mail kiosk, and the like contained within the proposed residential community.
- (7) Additionally, and in conjunction with the creation of the mandatory homeowners association, Applicant agrees to the recording and enforcement of a Declaration of Covenants, Easements, and Restrictions which will contain covenants, rules, and regulations applicable to the proposed development. The mandatory association shall be responsible for the enforcement of the Covenants, Easements, and Restrictions.

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Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
Page 3 of 4
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- (8) The entrance signage for the proposed community shall be ground based, monument-style signage, and shall consist of brick, stone, stacked stone, stucco, or combinations thereof, with accents, complementary to materials used in the construction of the homes within the community. The entrance landscaping shall be professionally designed and implemented. Maintenance of the entrance area shall be by the mandatory homeowners association as set forth in the Declaration of Covenants, Easements, and Restrictions.
- (9) The setbacks for the proposed residential community shall be as shown on the Site Plan.
- (10) All setbacks, landscape, and buffer areas may be penetrated for purposes of access, utilities, and stormwater management, including, but not limited to, drainage facilities and any and all slopes or other required engineering features of the foregoing. Any disturbed areas must be replanted with like vegetation.
- (11) All designated stormwater management areas shall be fenced with the perimeter landscaped for purposes of visual screening from public right-of-way and adjacent residential properties.
- (12) The mail kiosk shall be constructed and styled to be of a high-quality appearance, including a roof, with materials compatible with those used for the exterior of the residences within the proposed community.

We believe the requested zoning, pursuant to the submitted Site Plan and the stipulations set forth herein, is an appropriate use of the Subject Property while taking into consideration the existing conditions and viable uses of the Property, together with the area neighborhoods. The proposed community shall be a quality development, shall be compatible with surrounding communities, and shall be an enhancement to the Subject Property. Thank you for your consideration in this request.

[Balance of page 3 left intentionally blank]

[Signature contained on page 4]

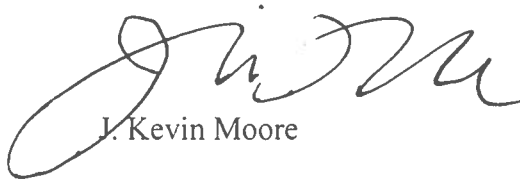
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City of Mableton
Page 4 of 4
September 4, 2025

With kindest regards, I remain

Very truly yours,

MOORE, INGRAM, JOHNSON & STEELE, LLP



J. Kevin Moore

JKM:cc

Attachment

c: Mayor and City Council Members
City of Mableton
(With Copy of Attachment)

Planning and Zoning Commission Members
City of Mableton
(With Copy of Attachment)

David Pearson Communities, Inc.
(With Copy of Attachment)

ATTACHMENT “J”

APPLICATION FOR REZONING

City of Mableton, Georgia

Application No.: _____ **(2025)**
Hearing Dates: _____, **2025**
_____, **2025**

Applicant: **David Pearson Communities, Inc.**
Titleholders: **David Pearson;**
Mary Margaret Manning, Trustee of the
MMM Trust, dated December 27, 2013

Tax Parcel Nos.: **18020100030; 18025800020**
18014500010; 18020100040

Zoning Analysis of impact of the proposed rezoning with respect to the following:

- (a) This Application for Rezoning seeks rezoning of approximately 21.672 acres located at the intersection of the northerly and southerly sides of Old Alabama Road with the easterly side of Maxham Road and at the intersection of the easterly and westerly sides of Cardell Road with Old Alabama Road, Land Lots 145, 201, and 208, 18th District, 2nd Section, City of Mableton, Cobb County, Georgia (hereinafter the “Property” or the “Subject Property”). The Property is currently zoned R-20 and R-20 Open Space Community (“R-20/OSC”). Applicant proposes rezoning to the RA-6 zoning category to allow for development of a single-family detached residential community, as more particularly shown and reflected on the Site Plan submitted with the Application for Rezoning. The requested category of RA-6 will permit a use for the Property that is more suitable in view of its location and development of properties in close proximity, and will allow the Property to be utilized to its highest and most reasonable potential. As shown on the City’s Zoning Map, properties immediately adjacent to and in the surrounding vicinity of the Subject Property are zoned for single-family residential purposes. The location and topography of the Subject Property make it uniquely suited for the proposed development; as well as, its location to a major intersection at Old Alabama Road and Maxham Road. The proposed RA-6 zoning classification and development for a detached, single-family residential community would be compatible to surrounding properties and the area as a whole.
- (b) The proposed zoning to the RA-6 zoning classification should have no adverse effect on the existing use or usability of adjacent or nearby properties. The proposed development should have a minimal, if any, impact on surrounding properties, as surrounding properties would be similarly situated with the proposed development. If approved and developed according to the request, the adjacent and nearby property owners would benefit in higher land values.

- (c) The property, as zoned, does not have a reasonable economic use given its location at the intersection of major roads. The proposed RA-6 classification would allow the Property to be developed and utilized to its highest and best potential.
- (d) This zoning proposal will not cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools. Development, as proposed, would have minimal effect on utilities and transportation facilities. The Property has convenient access to the interstate highway and major thoroughfares within the City. Utility upgrades within the area allow for better service to customers, both residential and commercial, within the area. Roadway improvements in and around the Subject Property are ongoing and will ease access and traffic concerns related to the proposed development.
- (e) The zoning proposal is not in conformity with the Future Land Use Plan of City of Mableton; however, changing conditions warrant a revision to the Future Land Use Plan and approval of the Application.
- (f) This zoning proposal is consistent with the current conditions affecting the development of this Property. Improvements to the area roadways and major thoroughfares and interstates have been made in recent years to ease traffic flow in order to accommodate development in and around the Subject Property. The Property is challenging in the fact that past roadway improvements in the area have left remnant parcels, one of which will be dedicated as open space as part of the proposed community. Additionally, a stream traverses the southwesterly portion of the largest tract, together with the location of underground utilities and possible area of rock make the Subject Property extremely challenging and economically unfeasible for development as it is currently zoned.

ATTACHMENT TO APPLICATION FOR REZONING

Application No.: _____ (2025)
Hearing Dates: _____, 2025
_____, 2025

**BEFORE THE MAYOR AND CITY COUNCIL FOR THE
CITY OF MABLETON, GEORGIA, AND THE
PLANNING AND ZONING COMMISSION FOR THE
CITY OF MABLETON, GEORGIA**

**CONSTITUTIONAL CHALLENGE
ATTACHMENT TO APPLICATION FOR REZONING**

COME NOW, Applicant, DAVID PEARSON COMMUNITIES, INC. (hereinafter referred to as “Applicant”), and the Property Owners, DAVID PEARSON and MARY MARGARET MANNING, TRUSTEE OF THE MMM TRUST, DATED DECEMBER 27, 2013, (hereinafter collectively referred to as “Owners” or “Property Owners”), and assert the following:

1.

By Application for Rezoning submitted to the City of Mableton Zoning Division, Applicant and Property Owners applied for rezoning of certain real property, being 21.672 acres, more or less, lying and being in the City of Mableton, Cobb County, Georgia, a more particular description and delineation of the subject property being set forth in said Application (hereinafter referred to as the “Property” or the “Subject Property”).

2.

The Application for Rezoning of the Property seeks rezoning from the existing zoning categories of R-20 and R-20/Open Space Community (“R-20/OSC”) to the proposed zoning category of RA-6, as established by the governing authority of the City of Mableton, Cobb County, Georgia, under and pursuant to subparagraphs 23 and 41 of § 1.13 of Georgia House Bill 839; O.C.G.A. § 36-66, *et seq.*; and Art. IX of the Georgia Constitution and the

amendments thereto, being hereinafter referred to as “The Mableton Zoning Code” (hereinafter sometimes referred to as “Ordinance.”)

3.

With respect to the existing R-20 and R-20/OSC zoning categories, The Mableton Zoning Code is unconstitutional as applied to the Subject Property in that said Ordinance deprives Applicant and Property Owners of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. The R-20 and R-20/OSC zoning categories, as they presently exist, together with any intervening zoning categories between the existing R-20 and R-20/OSC categories and the requested RA-6 category, violates the Applicant’s and Property Owners’ rights to unfettered use of their Property in that said zoning classifications do not bear a substantial relation to the public health, safety, morality, or general welfare and are therefore confiscatory and void. Further, said Ordinance is unconstitutional in that it is arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Property Owners.

4.

To the extent The Mableton Zoning Code allows or permits the Mayor and City Council to rezone the Subject Property to any category other than as requested, said Ordinance is further unconstitutional in that same violates the Applicant’s and Property Owners’ constitutionally guaranteed rights to due process, both substantive and procedural. Furthermore, any such action by the Mayor and City Council, or as allowed by The Mableton

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Zoning Code, is an unconstitutional use of the zoning power and would constitute an abuse of discretion with no justification or benefit flowing to the public welfare. Accordingly, said Ordinance or action would likewise represent a taking of private property rights without the payment of just and adequate compensation in violation of the Constitutions of the State of Georgia and the United States of America.

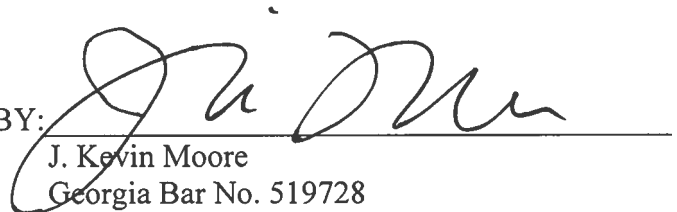
5.

The Mableton Zoning Code is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with the Application for Zoning also violate Art. I, § I, ¶¶ I, II, and XII of the Georgia Constitution of 1983 in that said procedures impose unreasonable time restraints, contain the absence of rebuttal, contain the inability to confront witnesses, contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issue at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law. These procedures fail to comport with the due process requirements of the Constitution of the State of Georgia 1983 and the due process requirements of the Constitution of the United States of America.

Respectfully submitted, this 4th day of September, 2025.

MOORE INGRAM JOHNSON & STEELE, LLP

BY:



J. Kevin Moore
Georgia Bar No. 519728

Attorneys for Applicant and Property Owners

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