

GEORGIA Fulton County Clerk's Office Superior Court

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CONCORD HALL

By

BRIGHTON HOMES, INC.  
a Georgia corporation

("Declarant")

Dated: May 4, 1989

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FOR CONCORD HALL

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DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CONCORD HALL

THIS DECLARATION, made on the date hereinafter set forth by BRIGHTON HOMES, INC., a Georgia corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Land Lots 1124 and 1125, 2nd District, 1st Section, County of Fulton, State of Georgia, which is more particularly described on Exhibit "A" attached hereto and incorporated herein.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and each owner of any portion of said properties by

acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to the same.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Concord Hall Owners Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described on Exhibit "B" attached hereto and incorporated herein.

Section 3. "Declarant" shall mean and refer to Brighton Homes, Inc., a Georgia corporation, its successors and assigns, provided any such successors or assigns shall acquire for the purpose of development or sale all or any portion of the remaining undeveloped or unsold portions of the Properties or of the real property which may be annexed by Declarant without the consent of members, and provided further, in the instrument of conveyance to any such successor or assign, such successor or assign is

designated as "Declarant" hereunder by the grantor of such conveyance, which grantor shall be "Declarant" hereunder at the time of such conveyance; provided, further, upon such designation of successor "Declarant", all rights and obligations of the former "Declarant" in and to such status as "Declarant" hereunder shall cease, it being understood that as to all of the Properties which are now or hereafter subjected to this Declaration, there shall be only one person or legal entity entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

Section 4. "Lot" shall mean and refer to any plot of land intended for residential use shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Properties" shall mean and refer to that certain real property described on said Exhibit "A" attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to promulgate and enforce reasonable rules and regulations with respect to the use of any Common Area, including, without limitation, the right to prohibit the use of any lake or detention pond areas located within the Common Area for recreational purposes;

(b) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed by the members. No such dedication or transfer shall be effective unless approved by a vote of the Class B member, if any, and two-thirds (2/3) of the Class A members who are voting, in person or by proxy, at a meeting duly called for this purpose at which a quorum is present, and an instrument agreeing to such dedication or transfer is signed by the Class B member, if any, and the Association as prima facie evidence of such required approval.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Recreational Property. The Properties are also subject to that certain Declaration of Covenants, Conditions and Restrictions for Caney Creek Recreational Association recorded in the public records of Fulton County, Georgia, which provides for mandatory and automatic membership in Caney Creek Recreational Association, Inc. by the Owners and by the owners of lots within certain other real property known as "Ashewoode", as described therein. By virtue of said declaration, every Owner and the owners within said other real property shall have a right and easement of enjoyment in and to the "Recreational Property" described therein, and said owners and their lots shall be subject to lien supported assessments for a proportionate share of the expenses of the management, maintenance and repair of said Recreational Property, including the facilities located thereon, all as provided therein.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association.



Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes of Members. The Association shall have two classes of voting membership:

Class A. "Class A members" shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The "Class B member" shall be Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership, or
- (b) on May 1, 1995.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, charges, costs of collection, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made. Each such assessment, together with interest, charges, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of the Class B member, if any, and two-thirds (2/3) of the Class A members who are voting in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in

whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by a vote of the Class B member, if any, and two-thirds (2/3) of the votes of the Class A members who are voting, in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast the votes of the Class B member, if any, and sixty percent (60%) of all the votes of the Class A members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the Class B member, if any, and one-half (1/2) of the Class A members required for a quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. If any assessment,

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interest, cost or other charge is not paid as required by this Declaration, the Association may bring an action at law against the Owner personally obligated to pay the same, or an action to foreclose the lien created by this Declaration against a Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, interest, costs or other charges, plus any interest thereon and costs of collection, including reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed to secure debt. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Georgia shall be exempt from the

assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement of any sort shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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## ARTICLE VI

### GENERAL EASEMENTS, COVENANTS AND RESTRICTIONS

Section 1. Application. The easements, covenants and restrictions contained in this Article VI shall pertain and apply to all Lots and to all improvements erected or placed thereon.

Section 2. Easements. The Properties shall be subject to any and all easements, restrictions and dedications set forth on any subdivision plat of any portion thereof which is recorded in the public records of Fulton County, Georgia.

Section 3. Restriction of Use. Lots may be used for single-family residences only and for no other purpose, provided that Declarant may construct and operate a sales office, construction office and/or model home on a Lot or Lots designated by Declarant.

Section 4. Resubdivision of Property. No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the Board of Directors of the Association or its designated committee of the plans and specifications for such split, division or subdivision. Notwithstanding the foregoing, nothing herein shall prevent Declarant or the Owners of any Lots from combining two or more Lots into one Lot for construction of a single-family residence thereon; provided, however, that such combined Lot may not be



subdivided thereafter; and, provided further, that the Owner of the residence on such Lot shall be responsible for annual and special assessments based upon the number of Lots combined into one Lot.

Section 5. Maintenance. Each Owner shall keep and maintain each Lot and the improvements located thereon, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curbing of the right-of-way bordering said Lot. If in the opinion of the Board of Directors of the Association, any Owner shall fail to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association may proceed to enforce the provisions hereof.

Guidelines relating to the maintenance of structures and landscaping may be promulgated by the Board of Directors of the Association or its designated committee.

Section 6. General Use Restrictions.

(a) Signs. No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Board of Directors of the Association or its designated committee's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a structure visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings; and

(ii) not more than one "For Sale" or "For Rent" sign, such sign having a maximum face area of four square feet; provided that such sign may only be displayed in the front yard of a Lot; and, provided, further, that if, at the time of any desired use of such sign, the Association is making "For Sale" signs available for the use of Owners, the signs made available by the Association must be used.

(b) Antennae, Etc. No exterior television or radio antennae or satellite dish or receiver or solar equipment of any sort shall be placed, allowed or maintained upon any portion of a structure or Lot without prior written approval by the Board of Directors of the Association or its designated committee.

(c) Clotheslines, Solar Equipment, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, woodpiles and solar equipment shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets, and may be maintained in the rear yard on a Lot only.

(d) Commercial and Recreational Vehicles and Trailers. No commercial vehicle, house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be permitted on any Lot on a permanent basis, but shall be allowed on a temporary basis not to exceed forty-eight (48) consecutive hours. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a Lot, provided such vehicle or equipment is kept in an enclosed space and is concealed from view by neighboring residences and streets.

(e) Recreational Equipment. Recreational and playground equipment shall be placed or installed only upon the rear yard of a Lot. Basketball goals may be placed adjacent to the driveway, but shall be painted to match the house.

(f) Animals. No agricultural animals may be kept on any Lot, and no animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said structure have been approved by the Board of Directors of the Association or its designated committee.

(g) Solid Waste.

(i) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Area;

(ii) Except during approved construction and as approved by the appropriate governmental authority, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Area;

(iii) Except for building materials employed during the course of any approved construction, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless concealed from view by neighboring residences and streets.

(iv) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made, in order to provide access to persons making such pickup. At all other times such containers shall be concealed from view by neighboring residences and streets.

(h) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereof which may be or may become any annoyance or nuisance to the community.

## ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition, the Association shall have the right to grant, in writing, reasonable variances from time to time from the strict

application of the provisions of this Declaration, which variances shall in no event be deemed a waiver of the right to enforce strictly such provisions thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by the approval of members entitled to cast ninety percent (90%) of the total votes of the members who are voting, in person or by proxy, at a meeting duly called for such purpose at which a quorum is present, and thereafter by seventy-five percent (75%) of the total votes of such members. Any amendment must be signed by the Class B member, if any, and the Association, and it must be recorded. Execution of such amendment by the Class B member, if any, and the Association shall be prima facie evidence of the required vote.

Section 4. Annexation. (a) Additional residential property and Common Area may be annexed to the Properties if approved by a

vote of the Class B member, if any, and two-thirds (2/3) of the Class A members who are voting, in person or by proxy, at a meeting duly called for this purpose at which a quorum is present, and an instrument agreeing to such annexation is signed by the Class B member, if any, and the Association as prima facie evidence of such required approval.

(b) Additional land within the area described on Exhibit "C" attached hereto and incorporated herein and/or other additional land located adjacent to and contiguous with any portion of the Properties and owned by Declarant at such time may be annexed by Declarant without the consent of members within five (5) years of the date of this instrument provided that the Federal Housing Administration and the Veteran's Administration determine that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 4th day of May, 1989.

DECLARANT

BRIGHTON HOMES, INC., a Georgia corporation

By: *E. L. Terry*  
E. L. Terry, President

Attest: *Kent Owings*  
Kent Owings, Secretary

*Virginia O. Tracy*  
Witness

*Marie M. Cole*  
Notary Public

Commission expiration date:

[CORPORATE SEAL]

[NOTARIAL SEAL]

Notary Public, DeKalb County, Georgia  
My Commission Expires Aug. 18, 1990



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SCHEDULE OF EXHIBITS

- Exhibit "A" - Legal description of Properties
- Exhibit "B" - Legal description of Common Area
- Exhibit "C" - Legal description of additional property

EXHIBIT "A"

CONCORD HALL  
PROPERTIES

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1124 and 1125 of the 2nd District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at a one-inch open top iron pin located at the corner common to Land Lots 1124, 1125, 1164 and 1165, said district, section and county, thence run North  $04^{\circ} 26' 26''$  East a distance of 258.31 feet to an one-half inch iron pin; thence run North  $20^{\circ} 10' 57''$  West a distance of 244.81 feet to a point which is the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING as thus established, thence run North  $20^{\circ} 10' 57''$  West a distance of 135.0 feet to a point; thence run North  $09^{\circ} 25' 57''$  West a distance of 558.6 feet to a point on the southerly right-of-way line of McGinnis Ferry Road (right-of-way width varies; 55 feet to the center line at this point); thence run along said southerly right-of-way line North  $84^{\circ} 53' 57''$  East a distance of 111.0 feet to a point; thence, continuing along said southerly right-of-way line of McGinnis Ferry Road, run North  $84^{\circ} 53' 57''$  East a distance of 57.5 feet to a point; thence, continuing along said southerly right-of-way line of McGinnis Ferry Road, run along the arc of a curve to the right an arc distance of 377.9 feet to a point (said curve having a radius of 921.72 feet and being subtended by a chord of 375.22 feet on a bearing of South  $83^{\circ} 21' 24''$  East); thence, continuing along said southerly right-of-way line of McGinnis Ferry Road, run South  $71^{\circ} 36' 45''$  East a distance of 22.21 feet to a point; thence, continuing along said southerly right-of-way line of McGinnis Ferry Road, run along the arc of a curve to the right an arc distance of 98.9 feet to a point (said curve having a radius of 1464.85 feet and being subtended by a chord of 98.88 feet on a bearing of South  $69^{\circ} 40' 42''$  East); thence, leaving said southerly right-of-way line of McGinnis Ferry Road, run South  $54^{\circ} 11' 26''$  West a distance of 122.7 feet to a point; thence run South  $13^{\circ} 30' 00''$  West a distance of 145.0 feet to a point; thence run South  $17^{\circ} 16' 57''$  East a distance of 67.0 feet to a point; thence run South  $40^{\circ} 42' 56''$  East a distance of 70.0 feet to a point; thence run South  $60^{\circ} 08' 23''$  East a distance of 82.0 feet to a point; thence run South  $48^{\circ} 34' 47''$  West a distance of 123.50 feet to a point on the northeasterly right-of-way line of Concord Hall Drive (50-foot right-of-way); thence run across said Concord Hall Drive South  $24^{\circ} 29' 22''$  West a distance of 50.91 feet to a point on the southwesterly right-of-way line of said Concord Hall Drive; thence, leaving said southwesterly right-of-way line of Concord Hall Drive, run South  $39^{\circ} 17' 10''$  West a distance of 125.3 feet to a point; thence run North  $52^{\circ} 52' 01''$  West a distance of 75.0 feet to a point; thence run North  $62^{\circ} 45' 21''$  West a distance of 52.0

feet to a point; thence run South 69° 44' 32" West a distance of 235.0 feet to the TRUE POINT OF BEGINNING; said tract or parcel of land containing 7.54 acres and being shown as Unit One, Concord Hall on Final Plat of Unit One Concord Hall Formerly North Lake, dated November 17, 1988, surveyed by Watts & Browning - Engineers, and bearing the certifications of G. M. Gillespie, Georgia Registered Professional Engineer No. 6720; said plat being recorded in Plat Book 161, Page 146, Fulton County, Georgia records on March 24, 1989; said plat incorporated herein by reference.

LESS AND EXCEPT: All those tracts or parcels of land being shown as right-of-way for Concord Hall Drive (50-foot right-of-way), Concord Hall Trace (44-foot right-of-way with cul de sac), and Winwood Way (44-foot right-of-way with cul de sac), said tracts having a total acreage of 1.3 acres more or less, as shown on Final Plat of Unit One Concord Hall Formerly North Lake, dated November 17, 1988, and recorded in Plat Book 161, Page 146, Fulton County, Georgia records.

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EXHIBIT "B"

CONCORD HALL  
COMMON AREA

There is no common area to be conveyed to the Association prior to the sale of the first lot, provided, however, that common areas may be conveyed to the Association at any time subsequent to the sale of the first lot.

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EXHIBIT "C"

CONCORD HALL  
ADDITIONAL PROPERTIES

TRACT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1124, 1125, and 1164 of the 2nd District, 1st Section, Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the corner common to Land Lots 1164, 1165, 1190 and 1191, said district, section and county, thence run along the westerly land lot line of Land Lot 1164 North  $00^{\circ} 40' 00''$  East a distance of 1,362.17 feet to a point which is the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING as thus established, thence, continuing along said westerly land lot line of Land Lot 1164, run North  $01^{\circ} 35' 38''$  West a distance of 62.00 feet to a point, which point is a corner common to land lots 1124, 1125, 1164 and 1165; thence run North  $04^{\circ} 26' 26''$  East a distance of 258.31 feet to a point; thence run North  $20^{\circ} 10' 57''$  West a distance of 244.81 feet to a point; thence run North  $69^{\circ} 44' 32''$  East a distance of 235.00 feet to a point; thence run South  $62^{\circ} 45' 21''$  East a distance of 52.00 feet to a point; thence run South  $52^{\circ} 52' 01''$  East a distance of 75.00 feet to a point; thence run North  $39^{\circ} 17' 10''$  East a distance of 125.3 feet to a point on the southerly right-of-way line of Concord Hall Drive (50-foot right-of-way); thence run across said Concord Hall Drive North  $24^{\circ} 29' 22''$  East a distance of 50.91 feet to a point on the northerly right-of-way line of said Concord Hall Drive; thence, leaving said northerly right-of-way line of Concord Hall Drive, run North  $48^{\circ} 34' 47''$  East a distance of 123.50 feet to a point; thence run North  $60^{\circ} 08' 23''$  West a distance of 82.00 feet to a point; thence run North  $40^{\circ} 42' 56''$  West a distance of 70.00 feet to a point; thence run North  $17^{\circ} 16' 57''$  West a distance of 67.00 feet to a point; thence run North  $13^{\circ} 30' 00''$  East a distance of 145.00 feet to a point; thence run North  $54^{\circ} 11' 26''$  East a distance of 122.7 feet to a point on the southerly right-of-way line of McGinnis Ferry Road (variable right-of-way width); thence run along said southerly right-of-way line of McGinnis Ferry Road North  $22^{\circ} 15' 21''$  East a distance of 25.00 feet to a point (60-foot right-of way of McGinnis Ferry Road at this point); thence, continuing along said southerly right-of-way of McGinnis Ferry Road, run along the arc of a curve to the right an arc distance of 138.15 feet to a point (said curve having a radius of 1489.852 feet and being subtended by a chord having a length of 138.10 feet on a bearing of South  $65^{\circ} 05' 15''$  East); thence, continuing along said southerly right-of-way line of McGinnis Ferry Road, run South  $62^{\circ} 25' 52''$  East a distance of 200.15 feet to a point; thence, leaving said southerly right-of-way line of McGinnis Ferry Road, run South  $00^{\circ} 15' 09''$

West a distance of 1360.13 feet to a point; thence run South 21° 33' 02" East a distance of 216.69 feet to a point on the southerly right-of-way line of a proposed road (50-foot right-of-way); thence run along said right-of-way line of said proposed road along a curve to the right an arc distance of 89.46 feet to a point (said curve having a radius of 225.000 feet and being subtended by a chord having a length of 88.87 feet on a bearing of North 84° 23' 24" West); thence, leaving said southerly right-of-way line of a proposed road, run South 08° 43' 53" West a distance of 62.00 feet to a point; thence run South 24° 01' 24" East a distance of 128.17 feet to a point; thence run South 31° 49' 44" West a distance of 113.62 feet to a point; thence run North 41° 17' 42" West a distance of 532.00 feet to a point; thence run North 25° 17' 28" East a distance of 24.16 feet to a point; thence run North 49° 13' 16" West a distance of 141.21 feet to a point; thence run North 51° 16' 49" West a distance of 51.58 feet to a point; thence run North 51° 30' 39" West a distance of 252.54 feet to a point; thence run North 25° 06' 52" West a distance of 105.00 feet to the TRUE POINT OF BEGINNING; said tract or parcel of land containing 22.636 acres and being shown as Tract "A" on Plat for Webb Development, Inc, dated April 14, 1989, as last revised April 28, 1989, prepared by Watts & Browning - Engineers, and bearing the certifications of G. M. Gillespie, Georgia Registered Professional Land Surveyor No. 2121, said survey incorporated herein by reference.

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TRACT "B"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1164 of the 2nd District, 1st Section, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at the corner common to Land Lots 1164, 1165, 1190 and 1191, said district, section and county, thence run along the westerly land lot line of Land Lot 1164 North  $00^{\circ} 40' 00''$  East a distance of 1,362.17 feet to a point; thence, leaving said westerly land lot line of Land Lot 1164, run South  $25^{\circ} 06' 52''$  East a distance of 105.00 feet to a point; thence run South  $51^{\circ} 30' 39''$  East a distance of 252.54 feet to a point; thence run South  $51^{\circ} 16' 49''$  East a distance of 51.58 feet to a point; thence run South  $49^{\circ} 13' 16''$  East a distance of 141.21 feet to a point; thence run South  $25^{\circ} 17' 28''$  West a distance of 24.16 feet to a point; thence run South  $41^{\circ} 17' 42''$  East a distance of 532.00 feet to a point; thence run South  $31^{\circ} 49' 44''$  West a distance of 76.38 feet to a point in the center line of Caney Creek, which point is hereinafter referred to as "Point A"; thence run along said center line of Caney Creek, following the meanderings thereof, a distance of 558 feet more or less to a point where said center line of Caney Creek intersects the southerly land lot line of Land Lot 1164, which point is hereinafter referred to as "Point B"; (the distance from Point A to Point B being a traverse line more particularly described as follows: from Point A, thence run South  $20^{\circ} 49' 53''$  West a distance of 533.40 feet to Point B); thence run along said southerly land lot line of Land Lot 1164 South  $89^{\circ} 59' 40''$  West a distance of 56.72 feet to a point; thence, continuing along said southerly land lot line, run South  $89^{\circ} 57' 12''$  West a distance of 461.79 feet to the point of BEGINNING; said tract or parcel of land containing 14.694 acres more or less and being shown as Tract "B" on Plat for Webb Development, Inc, dated April 14, 1989, as last revised April 28, 1989, prepared by Watts & Browning - Engineers, and bearing the certifications of G. M. Gillespie, Georgia Registered Professional Land Surveyor No. 2121, said survey incorporated herein by reference.

TRACT "C"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1165 of the 2nd District, 1st Section, Fulton County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the corner common to Land Lots 1164, 1165, 1190 and 1191, said district, section and county, thence run along the easterly land lot line of Land Lot 1165 North  $00^{\circ} 40' 00''$  East a distance of 170.46 feet to a point which is the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING as thus established, thence, leaving said easterly land lot line of Land Lot 1165, run North  $49^{\circ} 26' 30''$  West a distance of 175.45 feet to a point; thence run North  $00^{\circ} 16' 26''$  East a distance of 42.00 feet to a point; thence run North  $89^{\circ} 54' 54''$  West a distance of 126.18 feet to a point; thence run North  $32^{\circ} 12' 02''$  West a distance of 341.54 feet to a point; thence run South  $85^{\circ} 14' 26''$  West a distance of 106.30 feet to a point; thence run North  $08^{\circ} 10' 07''$  West a distance of 820.75 feet to a point on the northerly land lot line of Land Lot 1165; thence run along said northerly land lot line of Land Lot 1165 North  $89^{\circ} 35' 55''$  East a distance of 678.43 feet to a point which is the corner common to Land Lots 1124, 1125, 1164 and 1165; thence run along said easterly land lot line of Land Lot 1165 South  $00^{\circ} 40' 00''$  West a distance of 1,253.71 feet to the TRUE POINT OF BEGINNING; said tract or parcel of land containing 14.066 acres and being shown as Tract "C" on Plat for Webb Development, Inc, dated April 14, 1989, as last revised April 28, 1989, prepared by Watts & Browning - Engineers, and bearing the certifications of G. M. Gillespie, Georgia Registered Professional Land Surveyor No. 2121, said survey incorporated herein by reference.

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