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FIRST AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR WESTCHESTER COMMONS TOWNHOME ASSOCIATION

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions for Westchester Commons Townhome Association, is made this 22nd day of May, 2000, by WESTCHESTER COMMONS TOWNHOME ASSOCIATION, INC., a Georgia non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, the Association has been organized pursuant to that certain Declaration of Covenants and Restrictions for Westchester Commons (the "Declaration"), dated May 29, 2000 and recorded in the deed records of Cobb County, Georgia in Deed Book 13266, Page 254 and 2588

WHEREAS, the Association wishes to amend the Declaration;

NOW, THEREFORE, the undersigned hereby declare that the Declaration is hereby amended as follows:

1. The first paragraph of Section 3 of Article VIII is deleted in its entirety and replaced with following:

Privacy Fences The owner of every Townhome shall have the right to extend the original privacy fencing to enclose the remainder of the Easement Area that is annexed to his Townhome. Any such extension of such privacy fencing that shall be so erected shall contain a gate providing access into said Easement Area. In the event that the owner of any Townhome shall install a lock on such gate, such owner shall make arrangements for all persons who shall properly require access to such Easement Area (such as, but not limited to, utility companies requiring access to any utility meters located within such Easement Area) to have access through such gate when such access shall be so required. No such privacy fence may be erected outside the Easement Area that is annexed to such Townhome. It shall be the duty of the Board of Directors to maintain in effect a standardized design for the privacy fence that may be so erected upon the Association Property.

2. Except as amended hereby, the Declaration shall remain in full force and effect pursuant to its terms.

Deed Book 13266 Pg 2593
Filed and Recorded Jun-01-2000 02:45pm
2000-0071133

Jay C. Stephenson
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as on the day and year first above written.

Signed, sealed and delivered in the presence of:

WESTCHESTER COMMONS
TOWNHOME ASSOCIATION, INC.

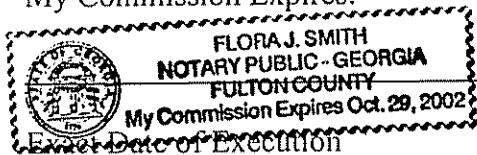
Kaura Rodney
Unofficial Witness

By: [Signature]
James C. Leiferman
President

[Signature]
Notary Public

My Commission Expires:

Deed Book 13266 Pg 2594



[Signature]

Date of Execution

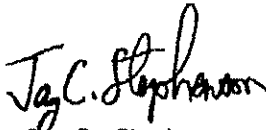
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.
[REPEATED LINE]

by Notary Public:

May 29, 2000
[AFFIX NOTARIAL SEAL]



Document Prepared By:
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Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.
I HEREBY DO HEREBY FILE FOR RECORD THE DEED AND THE DEED HAS BEEN FILED FOR RECORD IN THE CLERK'S OFFICE OF THE SUPERIOR COURT OF COBB COUNTY, GEORGIA

After Recording Return to:
Flora J. Smith
Pulte Home Corporation
3350 Breckinridge Boulevard, #200
Duluth, GA 30096 (770) 381-3450

5800
RR

**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR WESTCHESTER COMMONS
COBB COUNTY, GEORGIA**

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 COVENANTS AND RESTRICTIONS
 FOR WESTCHESTER COMMONS
 COBB COUNTY GEORGIA

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**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR WESTCHESTER COMMONS
COBB COUNTY, GEORGIA**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made on this 29th day of May in the year Two Thousand by PULTE HOME CORPORATION, a Michigan corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H

WHEREAS, the Declarant owns all of that certain real property located in Land Lots 606, 619 and 620 of the 17th District, 2nd Section of Cobb County, Georgia, which real property is more particularly described on Exhibit "A", hereto attached and made a part hereof (the "Overall Property"); and

WHEREAS, the Declarant intends to develop, in phases, the Overall Property, for residential purposes by the construction thereon of single family townhomes; and

WHEREAS, the Declarant desires to provide open spaces, green belts and other facilities for the benefit of the persons who shall reside in the aforesaid townhomes; and

WHEREAS, in order to insure the enjoyment of such open spaces, green belts and other facilities by the residents of the said townhomes, and in order to protect and enhance the value of the said townhomes, it is desirable to create an association to own, maintain and administer such open spaces, green belts and other facilities, and to administer and enforce the covenants and restrictions imposed by this Declaration on the said townhomes, and to collect, hold and disburse the charges and assessments provided for in this Declaration, and

WHEREAS, it is intended that every owner of any of the said townhomes automatically, and by reason of such ownership and this Declaration, become a member of the aforesaid association and be subject to its valid rules and regulations and the assessments and charges made by such association;

NOW, THEREFORE, the Declarant does hereby submit the "Townhomes" and the "Association Property" (as those terms are hereinafter defined) to the provisions of this Declaration.

ARTICLE I.

DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article I, such definitions being cumulative of those set forth elsewhere in this Declaration.

"Annual Assessment" shall have the meaning specified in Section 4 of Article V hereof, and shall constitute the assessments which, pursuant to the provisions of Article V hereof, shall be levied by the Association against the Townhomes each year for the purpose of raising the funds necessary to pay the "Annual Expenses" (as that term is defined in Section 3 of Article V hereof).

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

"Association" shall mean Westchester Commons Townhome Association, Inc., a Georgia non-profit membership corporation.

"Association Property" shall mean all real property which is shown and depicted on any Plat which is neither included with any Townhome nor dedicated to a governmental authority. As portions of the Overall Property are subjected to this Declaration, all of the realty included within the portion of the Overall Property so subjected to this Declaration shall constitute Association Property, except for the parts thereof that shall constitute Townhomes and except for the parts thereof that shall be dedicated to a governmental authority.

"Board of Directors" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time.

"Declarant" shall mean Pulte Home Corporation, a Michigan corporation, and shall include any successor or assign of Pulte Home Corporation (other than a person acquiring fewer than five (5) Townhomes) who shall acquire the entire interest in the Overall Property which was owned by the immediate predecessor-in-title of such successor or assign and who shall stand in the same relation to the Overall Property as his immediate predecessor-in-title.

"Declaration" shall mean this Declaration of Covenants and Restrictions, as the same may be hereafter amended in accordance with the terms and provisions of Article IX hereof.

"Driveway" shall mean the poured concrete driveway that is annexed to each Townhome, as part of the original construction of such Townhome.

"Easement Area" shall mean each of those portions of the Association Property which are located in the rear of the Townhomes and which are shown and depicted on each Plat as "Easement Area".

"Fire Sprinkler System" shall mean all components of the fire control sprinkler system that shall be installed in each building which contains Townhomes as part of the original construction thereof. The components of the Fire Sprinkler System in each such building include controls which are housed in a shed that is attached to the side of such building, a vertical water line running from such shed to the attic space of such building, and lateral water lines and pipes running through such attic space.

"First Mortgage" shall mean a Mortgage conveying a first priority lien upon or security title to any Townhomes.

"HUD" shall mean the United States Department of Housing and Urban Development and, in the event that said Department shall be abolished and its operations transferred to another division of the United States government, such other division.

"Overall Property" shall mean all of that property which is described on Exhibit "A" to this Declaration.

"Patio" shall mean the poured-concrete patio that was laid down and installed within the Easement Area annexed to each Townhome, as part of the original construction of such Townhome.

"Person" shall mean a natural person, corporation, trust, partnership or any other legal entity.

"Plat" shall mean, collectively, the plat that is identified in Section 1 of Article II of this Declaration and all plats that are hereafter recorded in the Plat Book Records of Cobb County, Georgia, pursuant to the provisions of Section 2 of Article II of this Declaration, in connection with the subjecting of additional Townhomes to this Declaration.

"Portico" shall mean the portico that was constructed as part of the original construction of certain of the Townhomes, said portico being located in the front of, and extending across the entire width of, the front boundary of such Townhome. Each Portico is depicted on the Plat that was recorded in connection with the subjecting to the terms of this Declaration of the Townhome to which such Portico is attached.

"Stoop" shall mean the front stoop that was constructed as part of the original construction of each Townhome.

"Townhomes" shall mean each of those parcels of real property, and all improvements located thereon, described in Section 1 of Article II of this Declaration, and shown and depicted as Townhomes on the Plat, and each of those additional parcels of real property, and all

easements which are described in Section 3 of this Article III, to all other provisions of this Declaration relating to the use of the Association Property, and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Association Property, and to the right of the Association, as provided in the Bylaws, to suspend the enjoyment rights of the owner of any Townhome during any period in which any assessment which is due to the Association from such owner remains unpaid, and such period as the Board of Directors may consider appropriate for any infraction of its published rules and regulations. No such suspension, however, shall prohibit the owner of any Townhome from using the Association Property to the extent necessary for such owner to have access to and from his Townhome.

Section 3. Easements Over Association Property. All Association Property shall be subject to, and Declarant and the Association do hereby grant, the following easements:

(a) An easement across, in, under, over and through the Association Property for the purposes of the construction, installation, repair, maintenance and use of all utility and drainage lines, wires, pipes and similar facilities as may be reasonably necessary for the provision of utility services (including, water, sewer, gas, electric and telephone services) to the Townhomes;

(b) An easement in favor of Declarant for the exclusive use of such portions of the Association Property as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the sale of, any Townhome, including, but not limited to, sales and business offices, storage areas, construction yards and signs. Such easements shall be exercisable by any and all persons who the Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and builders of Townhomes, irrespective of whether such persons are affiliated with the Declarant. Such easements shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate at such time as the construction of the Townhome has been completed and all of the Townhomes shall have been conveyed to owners thereof who shall not have acquired the Townhomes for the purpose of immediate resale of the same. Such easements shall and do exist without affecting the obligation of the owner of any Townhome to pay assessments or charges coming due during such period of time as portions of the Association Property shall be used by authorized persons pursuant to the exercise of the easements herein stated.

(c) The easements described in Sections 6 and 7 of this Article III;

(d) An easement for the continued maintenance, repair, replacement and use of the area on which the air-conditioning compressor serving any Townhome is located, such easement to be appurtenant to the Townhome served by such air-conditioning compressor; and

Section 4. Damage or Destruction of Association Property. All damage that shall occur to any improvements located on any Association Property on account of any casualty shall be repaired in all events. Such repairs shall be undertaken and completed as soon after the occurrence of any such casualty as is reasonably practicable. All repairs to any improvements

shrubbery, trees, flowers, bushes, grass, ivy or other foliage planted in an Easement Area pursuant to the exercise of the easement set forth in Section 6 of this Article III, and (iii) items placed with the prior, written permission of the Board of Directors.

Section 9. Temporary Structures. Subject to the right of the Declarant to promote the sale of Townhomes, no structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other building, shall be permitted on any part of the Association Property at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors.

Section 10. Vehicles; Trailers; Boats; Automobiles. No boat, trailer, boat trailer, camper, truck or utility trailer shall be permitted to be stored or repaired upon any part of the Association Property, except with the permission of the Board of Directors, and then, only in compliance with all requirements imposed by the Board of Directors as a condition to the issuance of such permission.

ARTICLE IV.

THE ASSOCIATION

Section 1. The Association. Prior to the date this Declaration has been filed for record with the Clerk of the Superior Court of Cobb County, Georgia, the Declarant has caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the ownership, management and operation of the Association Property, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as the Board of Directors shall deem to be in the best interests of the members of the Association. Without limiting the generality of the foregoing, it shall be the responsibility of the owner of each Townhome to keep the Fire Sprinkler System operational and in a condition which complies with all governmental laws, rules and regulations that may be applicable to the same.

Section 2. Membership. Every person who is, or who becomes, a record owner of a fee or undivided fee interest in any Townhome is and shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. The transfer of ownership of a fee or undivided fee interest in any Townhome shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Townhome.

Section 3. Classes of Membership; Voting Rights. The Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A members shall be all those persons holding an interest required for membership in the Association, as specified in Section 2 of this Article IV, except for those persons who are Class B members. Until such time as the Class A members shall be entitled to full voting privileges, as hereinafter specified, the Class A membership shall be entitled to vote only in regard to the following matters: (a) any proposal of merger, consolidation or dissolution of the Association; (b) any proposal to transfer or encumber any portion of the Association Property; (c) any proposal pursuant to Article X of this Declaration to amend this Declaration; (d) any proposal to modify or amend the Articles of Incorporation or the Bylaws and (e) any other matter for which it is herein specifically provided, or for which it is provided by law, that approval of each and every class of membership of the Association is required. Except in regard to the foregoing matters, the Class A membership shall be a non-voting membership until such time as the Class B membership shall terminate, at which time the Class A membership shall be the sole class of membership and shall be entitled to full voting privileges.

When entitled to vote, Class A members shall be entitled to cast one (1) vote for each Townhome in which they hold an interest required for membership by Section 2 of this Article IV.

(b) Class B. The Declarant shall be the sole Class B member. Class B membership shall be a full voting membership and, during its existence, the Class B member shall be entitled to vote on all matters and in all events. The Class B membership shall terminate and cease to exist, and the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership by Section 2 of this Article IV, upon the earliest to occur of: (i) the date on which the Declarant shall have conveyed to individual owners thereof seventy-five percent (75%) of the Townhomes, or (ii) April 1, 2007, or (iii) on such earlier date as the Declarant shall designate in a written notice delivered to the Association.

From and after the date at which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

Section 4. Suspension of Membership Rights. The membership rights of any member of the Association, including the right to vote and to use the Association Property (except for the right to use the Association Property for access to and from the Townhome owned by such member), may be suspended by the Board of Directors pursuant to the authority granted in the Bylaws. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association.

Section 5. Meetings of the Membership. All matters concerning the meetings of members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in this Declaration, or in the Articles of Incorporation or the Bylaws, or by law.

acceptance of ownership of such Townhome(s), and by taking record title to such Townhome(s), shall be deemed to covenant and agree to pay to the Association:

(a) His share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 hereof; and

(b) When properly authorized in accordance with Section 5 hereof, special assessments, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the person who is the owner of the Townhome against which such assessments are levied at the time such assessments become due and payable. The covenant to pay assessments herein stated is and shall be a covenant running with the land.

Section 3. Purposes of Assessments. The assessments levied on an annual basis by the Association pursuant to Section 4 of this Article V shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to this Declaration, the Articles of Incorporation and the Bylaws (such costs and expenses being herein referred to as the "Annual Expenses"). Without limiting the generality of the foregoing, the Annual Expenses shall include the costs of: repair and maintenance of all Association Property which is to be maintained by the Association; payment of all governmental charges, taxes and assessments which shall be levied against all Association Property; payment of all costs and expenses incurred by the Association in connection with its operations; payment of the premiums for all policies of property and liability insurance maintained by the Association with respect to Association Property; payment of all premiums for the termite bonds maintained by the Association pursuant to the provisions of Section 1 of Article VIII hereof; payment of the premiums for all fidelity bonds which shall be obtained by the Association; the maintenance of reserves for the repair and replacement of improvements located on the Association Property and for such other purposes as the Board of Directors shall determine; the payment of the fees of such management firms as the Board of Directors shall employ; and payment of the fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including legal, accounting and architectural services.

Section 4. Determination of Annual Assessment and Shares Thereof. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The Board of Directors shall thereupon adopt a budget for the Association's expenditures and reserve fundings based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year (the total assessment which shall be so determined and levied against all of the members of the Association for any fiscal year is herein referred to as the "Annual Assessment"). The amounts

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Townhomes, to enforce any liens created by this Declaration.

Section 7. Successors to Declarant. In no event shall any person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Overall Property at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

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Jay C. Stephenson

EXHIBIT A
(Boundary Legal Description)

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL FILED IN MY OFFICE ON THIS 11TH DAY OF SEPTEMBER 2008.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 606, 619 AND 620 OF THE 17TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point located at the intersection of the northern margin of the Seaboard Coastline Railroad (190 foot right-of-way) and the eastern margin of Camp Highland Road (60 foot right-of-way), said point being the TRUE POINT OF BEGINNING; thence proceeding along the mitred intersection of the eastern margin of Camp Highland Road (60 foot right-of-way) and the southeastern margin of the East-West Connector (variable width right-of-way) the following three courses and distances: along the arc of a curve to the right 116.00 feet to a point, said arc having a chord length of 115.85 feet, a radius of 647.60 feet and a chord bearing of North 19 degrees 49 minutes 22 seconds East, along the arc of a curve to the right 120.80 feet to a point, said arc having a chord length of 120.62 feet, a radius of 647.60 feet and a chord bearing of North 30 degrees 17 minutes 52 seconds East, and along the arc of a curve to the right a distance of 17.61 feet to a point, said curve having a chord length of 17.61 feet, a radius of 647.60 feet and a chord bearing of North 36 degrees 25 minutes 23 seconds East; thence proceeding along the southeastern margin of the East-West Connector (variable width right-of-way) North 53 degrees 57 minutes 39 seconds East a distance of 519.93 feet to a point located by an iron pin set; thence departing said right-of-way and proceeding South 53 degrees 45 minutes 41 seconds East a distance of 46.31 feet to a point located by an iron pin set; thence South 35 degrees 02 minutes 34 seconds West a distance of 34.55 feet to a point located by an iron pin set; thence North 88 degrees 36 minutes 09 seconds East a distance of 238.78 feet to a point located by an iron pin set; thence South 28 degrees 24 minutes 51 seconds East a distance of 133.60 feet to a point located by an open top found; thence South 13 degrees 56 minutes 51 seconds East a distance of 100.40 feet to a point located by an open top found; thence South 16 degrees 02 minutes 57 seconds East a distance of 178.70 feet to a point located by an iron pin set; thence South 38 degrees 38 minutes 02 seconds West a distance of 136.00 feet to a point located by an open top found; thence North 89 degrees 50 minutes 00 seconds West a distance of 573.32 feet to a point located by a rod found; thence South 01 degrees 22 minutes 57 seconds East a distance of 75.24 feet to a rebar found on the northern margin of the Seaboard Coastline Railroad (190 foot right-of-way); thence North 72 degrees 46 minutes 16 seconds West a distance of 280 feet along said railroad right-of-way to a point located by an iron pin set, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel containing 8.1479 acres and being identified as Tracts 1, 2, 3, 4, 5 & 6 on that certain Boundary Survey for Pulte Home Corporation and Chicago Title Insurance Company dated September 17, 1998, last revised August 3, 1999, prepared by Travis N. Pruitt, Sr., G.R.L.S. No. 1729, of Travis Pruitt & Associates, P.C.

Deed Book 12812 Pg 535
Jay C. Stephenson
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.