

APPROVED CONDITIONS

Z-17-21828

February 13, 2018

1. The development of the Property shall be in substantial compliance with the Updated Conceptual Plan prepared for the Preserve at Conley Creek by Moore Bass Consulting dated June 22, 2005 (the "Conceptual Plan") and attached hereto as Exhibit A.
2. In lieu of the day care facility and the retail depicted in the original Conceptual Plan prepared for the Preserve at Conley Creek by Moore Bass Consulting dated June 22, 2005 (the "Conceptual Plan"), the developer shall provide an amenities package which shall include, but not be limited to, a club house, playground and multi-use playing field.
3. All lots located north of Conley Creek that abut existing R-100 lots shall be a minimum of 15,000 square feet.
4. There shall be no vinyl or aluminum siding used within the development. All townhomes shall have exteriors of brick, stucco, stone or other masonry, "Hardi-Plank" clapboards, cedar shake or shingles, or some combination of these materials. The design of the front facades shall vary such that two adjacent homes will not be the same.
5. There shall be a mandatory homeowners' association to own and control all common areas and green space not conveyed to the County. The developer shall establish an additional mandatory homeowners association for the townhouses built within the development to maintain the yards and facades of all townhouses.
6. The mandatory homeowners' association shall contain provisions that cap rental units within the development, prohibit short term rentals, and provide a mechanism for the maintenance and preservation in perpetuity of any greenspace within the development not accepted by the County pursuant to the dedication contemplated in Condition No. 14, below. The covenants for the Property shall be provided to DeKalb County for review prior to the issuance of the final plat. The recorded covenants shall restrict no more than twenty percent of the lot owners from being rental units at any given time, except in instances of demonstrable hardship to be determined by the Homeowner's Association, as may be amended from time to time by the Homeowners' Association.
7. All utilities shall be underground.
8. The developer shall install streetlights within the development.

9. The developer shall install at least six (6) picnic tables along paths or amenity areas within the development.
10. The developer shall install at least one (1) historical marker within the proposed development that identifies the archeological site in and the cemetery adjacent to the northern portion of the development.
11. At least 15% of the single-family residences shall be marketed as work force housing. Work force housing is defined as a home that is affordable to very low to moderate income households. A moderate income household is defined as a household whose gross income is 120 percent of the county's median income or less. The sales price of the home shall follow the HUD formula of three (3) times gross income. For example, the median income of DeKalb County according to HUD's FY 2017 Income Limits Summary is \$69,700. A work force household would earn 120 percent or less of \$69,700, which is \$83,640 or less. An affordable home for this household would cost \$250,920 or less.
12. Villages of Ellenwood, LLC, shall install a manhole for the development's sewer lines at the northern entrance to the subdivision to accommodate the future connection to the sewer system of lots outside of, and to the north of the development at a later date. Villages of Ellenwood, LLC, or its successors in interest shall have no liability of any kind for the payment of any costs associated with such connection.
13. The developer shall enter into a project improvement agreement with DeKalb County for the making of improvements to Loveless Drive substantially in conformity with the specifications set forth in the Transportation Division of DeKalb County's plan for improvements to Loveless Drive dated April 25, 2012. Under the terms of this agreement, the developer shall secure a minimum of three independent, qualified bids for the making of a total of \$350,000 (no more; no less) in improvements from the northern property line of the Property and southern terminus of Loveless Drive to its intersection with Loveless Place and encompassed or beyond if within the \$350,000 bid price. These improvements shall be as specified in the referenced plans with one modification: the pavement width will be 22 feet, not the 24 feet specified. Developer shall then contract with the qualified bidder to install the improvements per the DeKalb County plans specified with a 22 foot pavement width to Loveless Place (or beyond if encompassed within the \$350,000 bid price). The specified improvements to Loveless Drive shall be completed prior to the issuance of any certificates of occupancy for residences within Pod B. Developer shall be solely responsible for the payment of the \$350,000 to the selected contractor. Developer shall be entitled to proceed with applications, permits, development, [and] construction, for any and all Pods within the Subject Property during the foregoing process and certificates of occupancy with Pods A and C during the foregoing process and, but for the obligations set forth herein and in the project improvement agreement, the developer shall have no further liability in connection with the making of improvements to Loveless Drive.
14. The developer shall convey to the County simultaneously with the recording of the final plat for the proposed development, approximately 42 acres of greenspace along Conley Creek, as shown on the Conceptual Plan. The exact amount of acreage conveyed to the County shall be determined prior to the recording of the final plat. All property conveyed to the County shall count towards the open space required by the PC-1 zoning classification for the proposed development.
15. The Developer will be responsible for the site work related to the installation of the paths and will install paths or clear and dedicate right of way within greenspace or open space within the Subject Property along and near the eastern property line of the Subject Property to enable the connection of all pods of the subdivision to Bouldercrest Park to the north and the Villages of Ellenwood residential

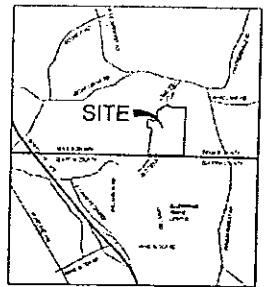
housing community in Clayton County to the south in substantial conformity with the conceptual path plan attached hereto as Exhibit A. The paths will be comprised of asphalt unless located within wetland areas. The materials for paths within the wetland areas will be dictated by topography and environmental features.

DEVELOPMENT DATA

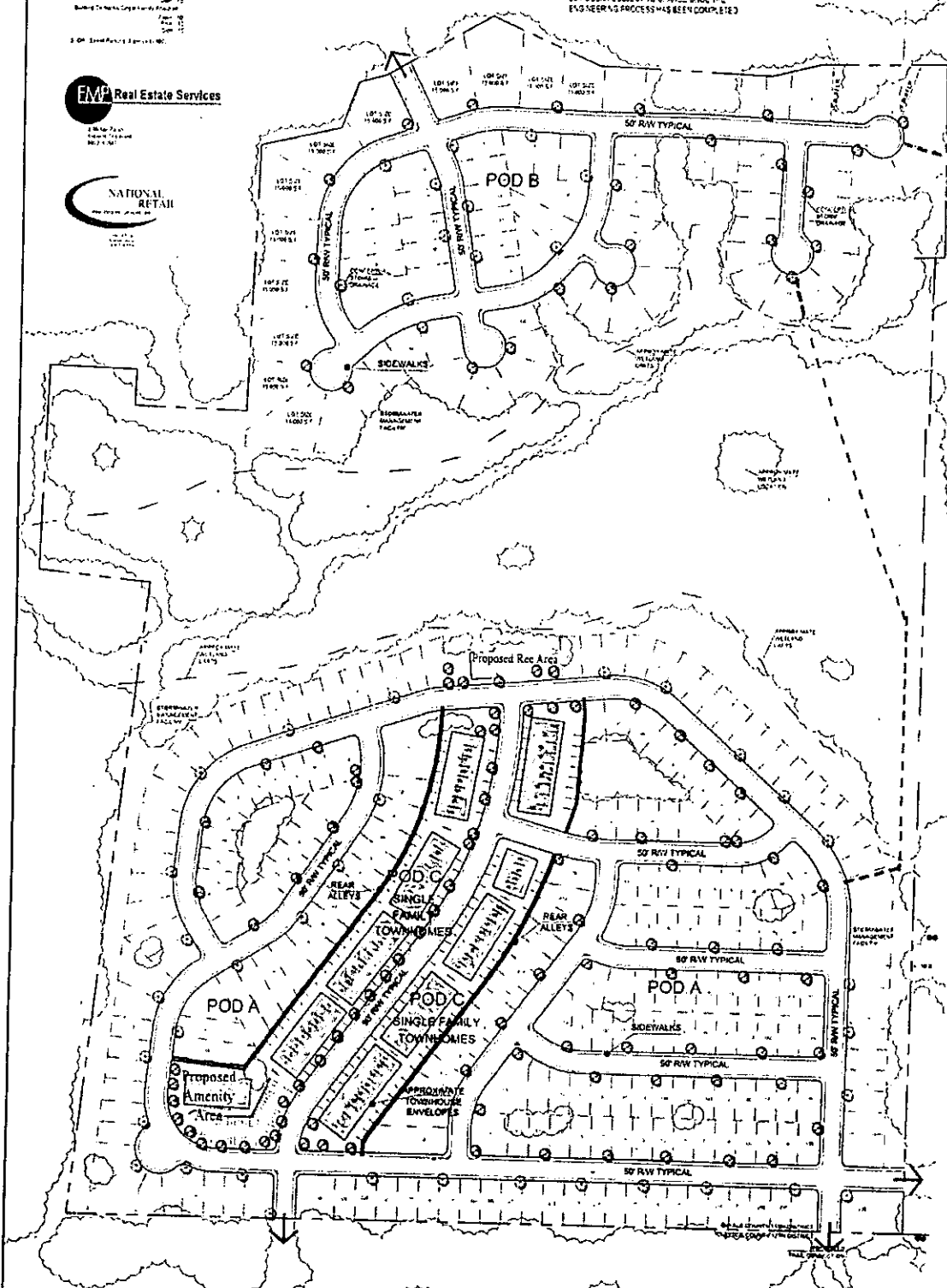
- THE PRESERVE AT CHERRY CREEK
 1. PRESENT ADDRESS: 2215
 2. PROJECT NAME: CHERRY CREEK
 3. PROJECT NUMBER: 1000000000
 4. PROJECT TYPE: RESIDENTIAL
 5. PROJECT PHASE: PRELIMINARY
 6. PROJECT STATUS: IN PROGRESS
 7. PROJECT LOCATION: 1000000000
 8. PROJECT OWNER: THE PRESERVE AT CHERRY CREEK
 9. PROJECT ARCHITECT: NATIONAL RETAIL & FMP REAL ESTATE SERVICES
 10. PROJECT ENGINEER: NATIONAL RETAIL & FMP REAL ESTATE SERVICES
 11. PROJECT DATE: 10/10/2024
 12. PROJECT SCALE: 1/8" = 1'-0"

SITE DATA

TYPE	ACRES	LOTS/BLDG	DESIRED DENSITY
POD A - 50' X 100' Detached	232		
POD B - 60' X 100' Detached	10		
POD C - 25' X 140' Single Family Attached	11(10%)		
Proposed Neighborhood Shopping - 1.1 ac		(11,000 SQ FT)	
Proposed Daycare - 0.4 ac		(4,000 SQ FT)	
OPEN SPACE	42.2 (36%)		
TOTAL	193	376	310 ACS/AC



NOTE: LOT COUNT SUBJECT TO CHANGE ONCE THE ENGINEERING PROCESS HAS BEEN COMPLETED.



Key

- Asphalt
- Permeable

MULTI USE TRAIL

PEDESTRIAN BENCH

PICNIC TABLE

BIKE RACKS

50' DETACHED LOT

60' DETACHED LOT

25' TOWNHOUSE LOT

8.0'

6" GRAVEL SURFACE BASE

4" ASPHALT SURFACE

MULTI USE TRAIL CROSS SECTION

GRAPHIC SCALE