



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Agenda Item

File ID: 2018 ¹⁵⁰⁵ 2015

Substitute

2/13/2018

Public Hearing: YES NO

Department: Board of Commissioner - District 6

SUBJECT:

Commission District(s): D3 and D6

Conditions for CZ-17-21828

Information Contact: Commissioner Gannon

Phone Number: 404 371 4909

PURPOSE:

Conditions for the Zoning Case CZ-17-21828

NEED/IMPACT:

Conditions are part of zoning amendment

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the conditions and attach them to the original zoning case

MODIFICATION OF ORIGINAL CONDITIONS OF ZONING

—PARAN HOMES Z-17-21828

THE CONDITIONS OF ZONING ORIGINALLY IMPOSED IN CZ-05-24 BY THE DEKALB COUNTY BOARD OF COMMISSIONERS ARE MODIFIED AS FOLLOWS:

CONDITION NO. 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.

CONDITION NO. 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.

CONDITION NO. 3: UNCHANGED

CONDITION NO. 4: UNCHANGED—THE BOULDERCREST MORELAND OVERLAY APPEARS TO ALLOW MATERIALS SPECIFIED IN THE ORIGINAL CONDITION. Sections 3.39.6(A)(1) and (2).

CONDITION NO. 5: UNCHANGED

CONDITION NO. 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.

CONDITION 7: UNCHANGED

CONDITION NO. 8: UNCHANGED.

CONDITION NO. 9: The developer shall install at least six (6) picnic tables along paths or **amenity areas** within the development.

CONDITION NO. 10: UNCHANGED

CONDITION NO. 11: UNCHANGED

CONDITION NO. 12: UNCHANGED

CONDITION NO. 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, construction for any and all Pods within the Subject Property 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.

CONDITION NO. 14: UNCHANGED

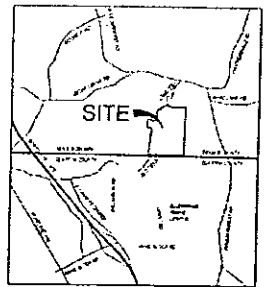
CONDITION NO. 15: The Developer will be responsible for the site work related to the installation of the paths and will install paths or clear and dedicate right of way within greenspace or open space within the Subject Property along and near the eastern property line of the Subject Property to enable 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 GOWLEY CREEK
1. Submitter: National Retail & FMP Real Estate Services
 2. Submitter: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 3. Project Name: THE PRESERVE AT GOWLEY CREEK
 4. Project Address: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 5. Project Location: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 6. Project Description: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 7. Project Status: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 8. Project Date: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 9. Project Owner: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 10. Project Manager: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 11. Project Engineer: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 12. Project Architect: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 13. Project Surveyor: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 14. Project Consultant: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 15. Project Designer: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 16. Project Contractor: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 17. Project Installer: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 18. Project Maintainer: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 19. Project Operator: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309
 20. Project User: 150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309

SITE DATA

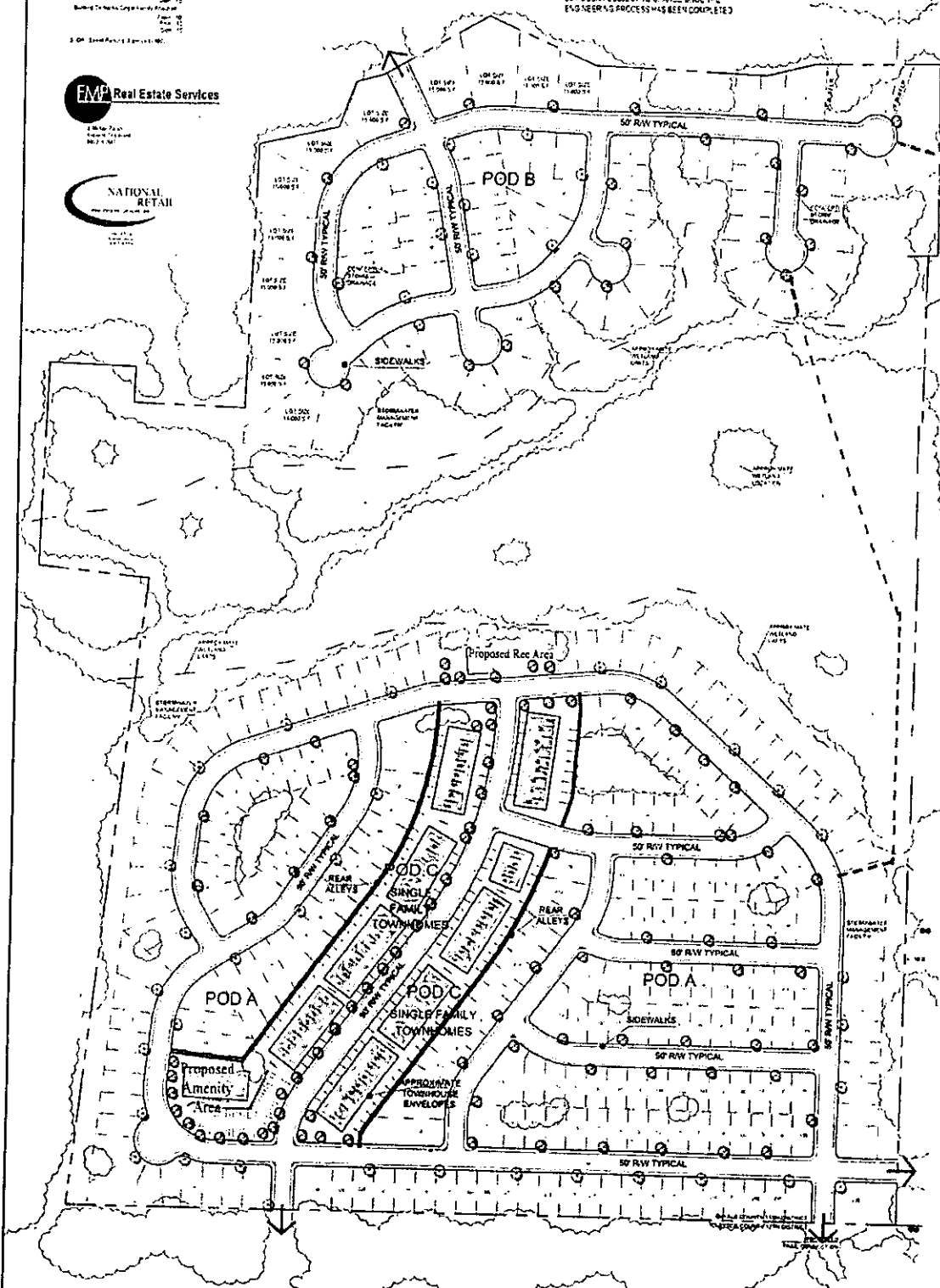
TYPE	ACRES	LOTS/BLOCS	DEALS TO D2AC
POD A - 50' x 100' Detached	232		
POD B - 60' x 100' Detached	15		
POD C - 25' x 140' Single Family Attached	11(15%)		
Proposed Neighborhood Shopping - 1.1 Ac		(11,000 SQ FT)	
Proposed Daycare - 0.4 Ac		(4,000 SQ FT)	
OPEN SPACE	42.2 (36%)		
TOTAL	193	76	310 ACRES



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

FMP Real Estate Services
150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309

NATIONAL RETAIL
150 Peachtree Street, N.W., Suite 2000, Atlanta, Georgia 30309



	PROJECT NAME THE PRESERVE AT GOWLEY CREEK DEKALB COUNTY, GEORGIA	CLIENT NAME NATIONAL RETAIL & FMP REAL ESTATE SERVICES	
	PROJECT NO. 17-2202-001	PROJECT DATE 10/20/2017	
SCALE AS SHOWN	SHEET NO. 1.0	DATE 10/20/2017	DRAWN BY J. BASS