

RECOMMENDED CONDITIONS

Cz-17-21828

1. With the exception of the path locations and the provision for a day care facility and retail depicted, the development of the Property shall be in substantial compliance with the Conceptual Plan prepared for the Preserve at Conley Creek by Moore Bass Consulting dated June 22, 2005 (the "Conceptual Plan"). In lieu of the day care facility and the retail depicted the developer shall provide an amenities package comprised of a club house, playground and multi-use playing field.
2. 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. The covenants for the Property, shall be provided to DeKalb County for review prior to issuance of the final plat. The recorded covenants shall restrict no more than ten percent of the lot owners from being rental units at any given time, except in instances of demonstrable hardship, to be determined by the Homeowners 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 open space 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. Under the terms of this agreement, the developer shall be responsible for the temporary widening of Loveless Drive to a pavement width of 20' along with any necessary new drainage swales and driveway pipes as a temporary measure to allow for the commencement of construction within the northern section of the Subject Property. DeKalb County shall be responsible for the permanent widening of the pavement and installation of curbs and gutters to DeKalb

County DOT standards on the approximately 1800 linear feet of Loveless Drive, from its intersection with Bouldercrest Road to its southern terminus. The developer shall pay to DeKalb County an amount to be determined in the project improvement agreement by the County DOT, with full credit for the cost of the temporary improvements made by the developer, commensurate with the proportionate impact of the subdivision on the northern section of the Subject Property but in no event more than \$350,000 for expenses incurred by the County for the permanent widening of Loveless Drive. The amount agreed upon shall not be paid until such time as the permanent improvements are complete and said permanent improvements must be made within two (2) years from the date of the approval of these conditions. In the event DeKalb County fails to make the permanent improvements prior to the expiration of the two years, the developer shall have no further liability in connection with the widening of 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 MU-1 zoning classification for the proposed development.
15. Any paths within the development shall be at a width and comprised of materials best suited for their location, the topography and the environmental features present within the confines of the path.
17. The Developer will be responsible for the site work related to the paths and where feasible 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. The exact location, width and materials for the paths will be dictated by topography and environmental features.