

COBB COUNTY BOARD OF COMMISSIONERS OF ROADS AND REVENUES  
COBB COUNTY PLANNING COMMISSION

Date of Application October 24, 1983 Date of Hearing December 1983

Titleholder Richard Tuley Homes, Inc. Signature X

Address 2812 New Spring Rd., Suite 190, Atlanta, GA. Phone 432-9586

Applicant Richard L. Tuley Homes, Inc. Signature X

Address 2812 New Spring Rd., #190, Atlanta, GA. Day Phone 432-9586

To Zone From R-30 & R-40 To O & I Land Use \_\_\_\_\_

For the Purpose of \_\_\_\_\_

Land Lot(s) 72-73-81-82 District 1st Section 2nd, Cobb C

Containing 4 + - acres

Located Johnson Ferry Rd., Marietta, GA.

This property being more particularly described as follows:

SEE EXHIBIT "A" attached.

Beginning at a point on the westerly right of way of Johnson Ferry Road a distance of 1265 feet southeasterly as measured along said right of way from its intersection with the southerly right of way of Powers ferry Road; thence southeasterly along said right of way a distance of 352 feet to a point; thence westerly a distance of 528 feet to a point; thence northwesterly a distance of 352 feet to a point; thence easterly a distance of 528 feet to a point on the westerly right of way of Johnson Ferry Road and the point of beginning.

RECOMMENDATION OF PLANNING COMMISSION 12/13/83 - Planning Commission

recommended application be continued for 30 days. Motion by Howard,

seconded by Diemer, carried 7-0. 1/10/84 - Planning Commission recommended

application be approved subject to stipulations marked Exhibit A and

covenants. Motion by Howard, seconded by Adams,  
carried 6-0.  
Howard Adams, Chairman

FINAL DECISION OF BOARD OF COMMISSIONERS 1/10/84 - Board of Commissioners

approved application as stated above. Motion by Lankford, seconded by

Williams, carried 3-1, Paschal opposed.

Howard Adams, Chairman



1-4-84  
EXHIBIT "A"  
1-11-84  
Jew

January 4, 1984

Louis Smith  
James Keck  
Cobb County Planning and Zoning  
Marietta, Georgia

Dear Gentlemen:

This letter is to formally commit our company to the items listed below which we discussed in our meeting of December 19, 1983 pertaining to pending zoning application of the property we own in the Johnson's Ferry/Paper Mill Road area. We are prepared to stipulate these as conditions of zoning.

1. We agree to line up the curb cut with the proposed P.U.D. currently in the planning stage across Johnson's Ferry.
2. The northern 30' of the property will remain in its current zoning category.
3. Developer will make every effort to obtain traffic relief access to the south of the property through the existing development.
4. Developer stipulates that building heights will not exceed 2½ stories and that building designs will substantially conform to plans and rendering submitted at zoning hearings. The plan shall conform with the exceptions noted above in stipulation one and three, and any changes required by final engineering plans to maintain proper drainage of existing springs and water flows on the property.
5. The Hampton Farms Home Owners Association shall be made a party to the restrictive covenants currently in effect on the property. A representative of the Hampton Farms group shall also be named to review the plans as outlined in item number seventeen of the restrictive covenants.

I would like to thank both of you for your assistance in helping us in

2812 New Spring Road  
Suite 190  
Atlanta, Georgia 30339  
432-9586

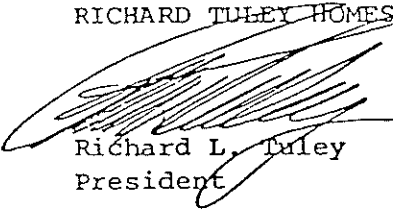


Page 2  
Cobb County Planning and Zoning

isolating potential problems and communicating with our neighbors in an effort to create the best possible project for this piece of property and the surrounding community.

Sincerely,

RICHARD TULEY HOMES, INC.



Richard L. Tuley  
President

RLT/añ

2812 New Spring Road  
Suite 190  
Atlanta, Georgia 30339  
432-9586

59

AGREEMENT

EXHIBIT "A"

1-11-84  
JW

This AGREEMENT, made and entered into this 28<sup>th</sup> day of ~~July~~ <sup>September</sup>, 1983, by and among Richard L. Tuley Homes, Inc., a Georgia corporation ("Owner"), and John W. Sheahan, II, Elsa Sheahan, James Ruwoldt, Bonnie Ruwoldt, Ronald Brouse, Weltha Brouse, Herman Fellton, and Judith Fellton ("Neighbors").

WITNESSETH:

WHEREAS, Owner has acquired certain property in Cobb County, Georgia (the "Property"), more particularly described in Exhibit A, attached hereto, and intends to develop the Property into a complex zoned for "office and institutional" use, and

WHEREAS, Owner needs and desires the cooperation of Neighbors in obtaining the necessary public approvals for implementation of the plans for office and institutional use, and

WHEREAS, Owner and Neighbors mutually desire that the future development of the Property be carried on in a manner likely to enhance the value of the Property and the surrounding area rather than detract from it,

NOW, THEREFORE, for and in-consideration of the premises and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The existing topography of the Property shall be retained in its natural state except for the addition of landscaping and vegetation, especially boundary screens.

2. Buildings constructed on the Property shall be located in such a manner that will avoid any typical shopping center appearance of "rows of stores" with adjoining walls fronting on unbroken, massive areas of asphalt parking.

3. The Property will be visually screened by topography and landscaping from the view of passers-by and adjoining property owners.

4. The exterior design and materials shall be unlike usual commercial structures and shall instead be of a design style and material type that is of a

generally residential character in a "Williamsburg" style. The structures shall not exceed two stories at the front elevation. The buildings shall be used for general purpose professional office and institutional use. Exterior building material shall be limited to stone, brick, textured concrete, stucco, wood and cedar shakes. Plastics and industrial metals shall not be used.

All exterior mechanical equipment or service yards required for the buildings shall be screened from view, including but not limited to such equipment that may be installed on roofs of buildings.

The maximum total gross square feet of buildings to be constructed on the Property shall not exceed 40,000 finished square feet in not more than eight buildings. It is contemplated that, except as elsewhere limited herein, buildings will not exceed two stories (excluding basements), but three stories shall be permitted so long as in keeping with the same style of design.

5. Parking areas will be separated by landscaped buffers. Each parking area shall be screened from others by shrubbery and ornamental vegetation. The intent of such design is to guard against a "sea of asphalt and cars," and to allow traffic to specific areas of the Property without travelling through the entire area.

6. The perimeter boundaries on that part of the Property not fronting on Johnson Ferry Road shall have a security shield utilizing retaining walls, vegetation, or fences, the primary purpose of which shall be to prevent children and animals from straying from adjoining property into traffic areas and to provide a visual screen to adjoining property.

7. The north and west perimeters of the Property shall have buffer areas of at least thirty feet in width left in their natural state, and in addition Owner shall plant a dense border of red-tipped photinia or their equivalent along said border on the Owner's side.

8. Signs will be allowed on the buildings only if painted directly on the buildings, or painted on wood material that is mounted in such a manner that the signs do not protrude above the roof line of buildings having the lowest elevation. No neon, back lighted or plastic signs shall be allowed. All other lighting shall be low level, and, in particular, no mercury vapor lighting shall be permitted.

Exterior lighting installed on buildings shall not exceed the equivalent of 2 150-watt floodlights of the type "Sylvania 5-2, 150 w., 120 v. projector flood,"

or comparable bulb at each corner of each building. All lighting installed on poles along walkways or driveways shall be of a "carriage lamp" style in keeping with the "Williamsburg design" and shall not contain high intensity bulbs. Fixtures in keeping with the Williamsburg design may also be installed above or at the sides of doors, containing bulbs of no more than 150 watts each. All utility supply lines, cables, coaxial cables (if any), pipes, or conduit shall be installed underground.

9. Owner will build a 5 to 6 foot height fence of galvanized chain link or wood along the West end of the Property prior to commencing construction on the Property.

10. Owner will not clear the Property until actively commencing development of the Property.

11. Owner will engineer drainage so as to insure adequate drainage on the property immediately to the North.

12. All Dumpsters and service areas shall be established on the south side of the Property and shall be near the existing commercial area known as Paper Mill Village.

13. Neighbors shall cooperate with Owner in any application it may file for such governmental approvals as may be required for it to commence development of the Property that is consistent with the limitations herein contained within the year following the execution of this Agreement. Neighbors shall further cooperate in any future attempt by Owner to implement a plan of development for office and institutional use of the Property that is consistent with the limitations herein agreed to and shall use their best efforts to bind their respective successors in interest to the real property owned by them.

14. Owner agrees, covenants, and accepts as an express condition of this Agreement that this Agreement shall be recorded in the real property records of Cobb County, Georgia, with the intent that the express conditions of this Agreement bind the Property as covenants to its development; particular emphasis is placed upon the tenor of the overall concept of the development.

15. Any owners association, merchants association, or similar organization formed for purposes of holding title to any common areas of the Property or any other person succeeding to the ownership of the Property or

any portion thereof, shall hold title subject to the existing covenants of record.

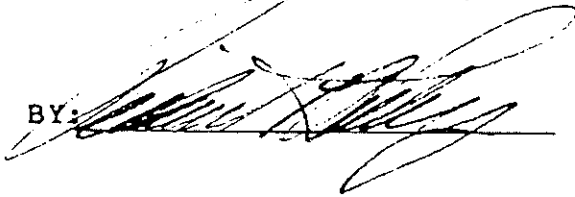
16. In the event of a breach of the covenants herein set forth by Owner or its successors or assigns, Owner covenants and binds itself, its successors and assigns to pay reasonable attorney's fees and costs arising from the enforcement or redress of such breach.

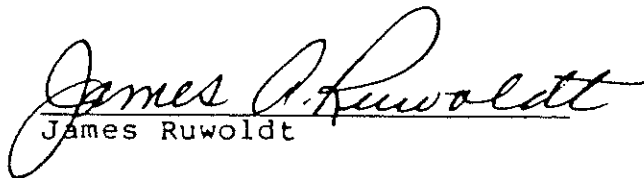
17. Owner shall, prior to the commencement of any alteration of the condition of the Property, submit to Neighbors plans for the development contemplated hereby; and Neighbors shall, with ten (10) days after receipt thereof, furnish to Owner a list of any items therein that they reasonably believe contradict the terms of this Agreement, and Owner shall thereupon modify the plans to meet said objectives.

18. This Agreement shall inure to the benefit of, and may be enforced by, any of the signatories and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands or have caused this Agreement to be executed by a duly authorized corporate officer on the day and year first above written.

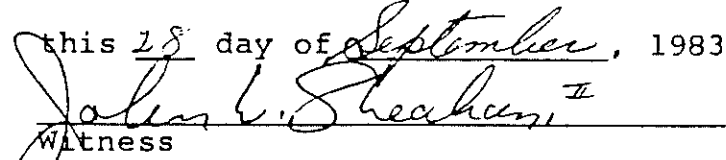
RICHARD L. TULEY HOMES, INC.

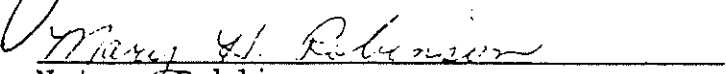
BY: 

  
James Ruwoldt

Sworn to and subscribed before me

this 28 day of September, 1983

  
Witness



Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires Jan 23, 1984

(Signatures continued)

Sworn to and subscribed before me  
this 28 day of September 1983.

John W. Sheahan, II  
Witness

Mary H. Robinson  
Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires Jan. 23, 1984

Bonnie Ruwoldt  
Bonnie Ruwoldt

Sworn to and subscribed before me  
this 28 day of September, 1983.

Ronald Brouse  
Witness

Mary H. Robinson  
Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires Jan. 23, 1984

John W. Sheahan, II  
John W. Sheahan, II

Sworn to and subscribed before me  
this 28 day of September 1983.

Ronald Brouse  
Witness

Mary H. Robinson  
Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires Jan. 23, 1984

Elsa Sheahan  
Elsa Sheahan

Sworn to and subscribed before me  
this 28 day of September 1983.

John W. Sheahan, II  
Witness

Mary H. Robinson  
Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires Jan. 23, 1984

Ronald Brouse  
Ronald Brouse

Sworn to and subscribed before me  
this 28 day of September 1983.

John W. Sheahan, II  
Witness

Mary H. Robinson  
Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires Jan. 23, 1984

Weltha Brouse  
Weltha Brouse

(Signatures continued)



Sworn to and subscribed before me  
this 28 day of September 1983.

John W. Sheahan, II  
Witness

Mary H. Robinson  
Notary Public Notary Public, Georgia, State at Large  
My Commission Expires Jan. 23, 1984

Herman Fellton  
Herman Fellton

Sworn to and subscribed before me  
this 28 day of September, 1983.

John W. Sheahan, II  
Witness

Mary H. Robinson  
Notary Public Notary Public, Georgia, State at Large  
My Commission Expires Jan. 23, 1984

Judith Fellton  
Judith Fellton

AGREEMENT

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of January, 1984, by and among Richard L. Tuley Homes, Inc., a Georgia corporation ("Owner") and J. William Snarr and W. Arville Smitherman ("Neighbors").

WITNESSETH:

WHEREAS, the Owner has heretofore entered into agreement with other surrounding property owners, dated September 28, 1983, and recorded in the Deed Records of the Clerk of the Superior Court of Cobb County, Georgia, and

WHEREAS, Owner acquired certain property in Cobb County, Georgia, ("the Property"), more particularly described in Exhibit "A" attached hereto, and intends to develop the property into a complex zoned for Office and Institutional use, and

WHEREAS, Owner needs and desires the cooperation of all the Neighbors in obtaining the necessary public approvals for implementation of the plans for Office and Institution use, and

WHEREAS, Owner is desirous of adding additional covenants to the Agreement entered into the 28th day of September, 1983, and

WHEREAS, the Owner and Neighbors are desirous of recognizing the Neighbors as additional parties at interest to this Agreement and the Agreement dated the 28th day of September, 1983;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Agreement dated September 28th, 1983, shall continue to be binding and is incorporated herein as if fully set out herein.
2. The Office and Institutional Project shall be of a traditional architectural design pursuant to plans prepared by the firm of Drawing Board Atlanta, dated 1-9-84, and identified as a project of Office Building, drawings numbered Bldg #1 through Bldg #2. Owner shall submit said plans to Neighbors for their initialling prior to obtaining building permits for the project.

3. The office buildings to be built upon the property shall be no more than two and one-half stories and in no event shall they exceed 35 feet in height.

4. Should a curb cut onto Johnson Ferry Road be required, its location shall be coordinated so as to be directly opposite the proposed curb cut for the Union Capital PUD development located on the east side of Johnson Ferry Road.

5. The entire northern boundary of the property shall consist of a 30 feet wide undisturbed natural buffer and shall be maintained and kept zoned R-30.

✓ 6. The property shall be developed in such a manner as to spare the mature trees on the property and buildings shall be located in such a manner as to accommodate said mature trees; trees to be marked by the developer and shall be shown on a plot plan to be drawn by a Registered Landscape Architect or Registered Professional Engineer. Said plan shall be initialed by Neighbors before any construction is begun.

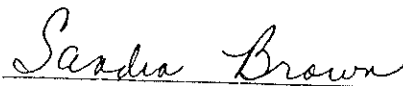
7. This Agreement shall inure to the benefit of and may be enforced by any of the signatories and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands or have caused this Agreement to be executed by a duly authorized corporate officer on the day and year first above written.

RICHARD L. TULEY HOMES, INC.

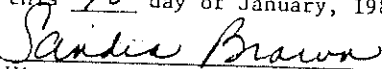
BY: 

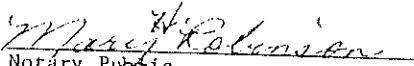
ATTEST:

  
Sandra Brown

Sworn to and subscribed before me

this 10 day of January, 1984.

  
Witness

  
Notary Public

Notary Public, Georgia State at Large  
My Commission Expires Jan 23, 1984

(Signatures continued)

Sworn to and subscribed before me  
this 10 day of January, 1984.

Gardna Brown  
Witness

Mary H. Robinson  
Notary Public, Georgia, State at Large  
My Commission Expires Jan 23, 1984

J. William Snarr  
J. WILLIAM SNARR

Sworn to and subscribed before me  
this 10 day of January, 1984.

Gardna Brown  
Witness

Mary H. Robinson  
Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires Jan 23, 1984

W. Arville Smitherman  
W. ARVILE SMITHERMAN

All that tract and parcel of land lying and being in Land Lots 72, 73, 81 and 82, 1st District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the westerly right of way of Johnson Ferry Road a distance of 1265 feet southeasterly as measured along said right of way from its intersection with the southerly right of way of Powers Road; running thence southeasterly along said right of way a distance of 352 feet to a point; running thence westerly a distance of 528 feet to a point; running thence northwesterly a distance of 352 feet to a point; running thence easterly a distance of 528 feet to a point on the westerly right of way of Johnson Ferry Road and the point of beginning.