



Downtown Development Authority of Holly Springs

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Wednesday, April 16, 2025 | 6:00 PM

Ollie Evans - Chair | Maggie Grayeski | Andrea Johnston

Steven W. Miller | Scott Owen - Vice Chair | Ryan Smith | Kyle Whitaker

AGENDA

I. CALL TO ORDER

II. OLD BUSINESS

III. NEW BUSINESS

- A. Quit Claim Deed Release between the Downtown Development Authority of Holly Springs and Stonecrest Homes GA, LLC for lots in Townhomes West that have been sold as of March 31, 2025, and authorize the Chairman to execute the deed.
- B. Certificate of Appropriateness (CA-01-2025) for the Holly Springs Amphitheatre located at 335 Edward Barrett Drive, Holly Springs, Georgia, tax parcel 103 of tax plat 15N14.
- C. Certificate of Appropriateness (CA-02-2025) for the Holly Springs Town Center Parking Deck located at 189 Timothy Downing Drive, Holly Springs, GA, tax parcel 103 of tax plat 15N14.
- D. Certificate of Appropriateness (CA-03-2025) for the new Holly Springs City Hall located at 130 Timothy Downing Drive, Holly Springs, Georgia, tax parcel 103 of tax plat 15N14.
- E. Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Town Center City and authorize the Chairman to execute the documents pending the approval of the City Attorney.
- F. Downtown Development Authority of Holly Springs Amended Budget for the Fiscal Year 2024.
- G. January 15, 2025 Downtown Development Authority of Holly Springs meeting minutes.

IV. REPORTS

V. ADJOURNMENT

ITEM REPORT

AGENDA ITEM NUMBER: III.A.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 16, 2025

AGENDA ITEM: Quit Claim Deed Release between the Downtown Development Authority of Holly Springs and Stonecrest Homes GA, LLC for lots in Townhomes West that have been sold as of March 31, 2025, and authorize the Chairman to execute the deed.

EXECUTIVE SUMMARY:

The Downtown Development Authority of Holly Springs (DDA) has a lien on each parcel in Townhomes West pursuant to an agreement adopted in 2023 between the DDA and Stonecrest Homes GA, LLC whereby the DDA receives eighteen percent (18%) of the gross sales price of each townhome at closing less the initial prepaid lot fees. As of March 31, 2025, there have been ten (10) townhomes sold in Townhomes West. The DDA needs to release the liens on the ten (10) lots that have been sold.

FISCAL IMPACT:

There is no fiscal impact for the release of the liens.

ATTACHMENTS:

1. Townhomes West Quit Claim Deed

RECOMMENDATION:

Staff recommends approval of the execution of the Quit Claim Deed Release.

CONCURRENCES:

Administration and Finance.

Cross Reference:
Deed Book 14886, Page 1138
Cherokee County, GA Records

Record and Return to:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, GA 30005
File No.: GA-AL-25-0126-PUR

TAX IDs: 93N00A 001; 93N00A 004; 93N00A 005; 93N00A 007; 93N00A 008; 93N00A 009; 93N00A 010;
93N00A 011; 93N00A 012; and 93N00A 014

**QUIT CLAIM DEED
RELEASE**

STATE OF GEORGIA
COUNTY OF CHEROKEE

THIS INDENTURE, made this the ____ day of _____, 2025, between

Holly Springs Downtown Development Authority

as party or parties of the first part, hereinafter called Grantor, and

Stonecrest Homes GA, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of the sum of TEN AND 00/100's DOLLARS (\$10.00) and other good and valuable consideration, cash in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey, release and forever QUITCLAIM unto the said Grantee, the following described property, to wit:

All that tract or parcel of land lying and being in Land Lot 343, 15th District, 2nd Section, City of Holly Springs, Georgia, being Lots 1, 4, 5, 7, 8, 9, 10, 11, 12 and 14, Holly Springs Mixed-Use Development - Townhomes West, as per plat recorded in Plat Book 120, Pages 511-513, Cherokee County, Georgia Records which Plat is incorporated herein by this reference and made a part hereof.

Subject to all easements and restrictions of record.

This Deed is given for the purpose of releasing the within described property from that certain Memorandum of Agreement Additional Purchase Price executed by Stonecrest Homes GA, LLC in favor of Holly Springs Downtown Development Authority, dated June 26, 2023, filed and recorded in Deed Book 14886, Page 1138, on July 17, 2023, Cherokee County, Georgia Records.

All other terms and conditions of said Memorandum of Agreement Additional Purchase Price shall remain in full force and effect as to the remaining property secured thereunder, if any.

TO HAVE AND TO HOLD the said described property to Grantee, so that neither Granter nor any person or persons claiming under Granter shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Granter has caused through its duly authorized representative or officer this deed to be signed and its seal affixed.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Holly Springs Downtown Development Authority

Unofficial Witness

Notary Public
My Commission Expires: _____

By: _____ (Seal)
Name: Ollie Evans
Title: Chairman

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

ATTEST: _____
Name: Andrea Johnston
Title: Secretary

Unofficial Witness

Notary Public
My Commission Expires: _____

(NOTARY SEAL)

City of Holly Springs
Townhomes West Sales Summary
3/31/2025

Map & Parcel	Lot#	Sale Price	18%	Prepayment	Proceeds	Date Received	Property Address
93N00A-001	1	\$ 660,000.00	\$ 118,800.00	(\$50,000)	\$ 68,800.00	6/7/2024	144 Palm Street
93N00A-002	2	\$	\$	(\$50,000)	\$		148 Palm Street
93N00A-003	3	\$	\$	(\$50,000)	\$		152 Palm Street
93N00A-004	4	\$ 665,650.00	\$ 119,817.00	(\$50,000)	\$ 69,817.00	12/15/2023	156 Palm Street
93N00A-005	5	\$ 636,000.00	\$ 114,480.00	(\$50,000)	\$ 64,480.00	2/28/2025	160 Palm Street
93N00A-006	6	\$	\$	(\$50,000)	\$		164 Palm Street
93N00A-007	7	\$ 500,000.00	\$ 90,000.00	(\$50,000)	\$ 40,000.00	3/25/2025	170 Palm Street
93N00A-008	8	\$ 500,000.00	\$ 90,000.00	(\$50,000)	\$ 40,000.00	3/25/2025	174 Palm Street
93N00A-009	9	\$ 500,000.00	\$ 90,000.00	(\$50,000)	\$ 40,000.00	3/25/2025	178 Palm Street
93N00A-010	10	\$ 500,000.00	\$ 90,000.00	(\$50,000)	\$ 40,000.00	3/25/2025	182 Palm Street
93N00A-011	11	\$ 595,900.00	\$ 107,262.00	(\$50,000)	\$ 57,262.00	12/13/2023	203 Grady Burrell Drive
93N00A-012	12	\$ 595,000.00	\$ 107,100.00	(\$50,000)	\$ 57,100.00	6/10/2024	207 Grady Burrell Drive
93N00A-013	13	\$	\$	(\$50,000)	\$		206 Grady Burrell Drive
93N00A-014	14	\$ 599,900.00	\$ 107,982.00	(\$50,000)	\$ 57,982.00	3/31/2025	202 Grady Burrell Drive
		<u>\$ 5,752,450.00</u>	<u>\$ 1,035,441.00</u>	<u>(\$700,000)</u>	<u>\$ 535,441.00</u>		

ITEM REPORT

AGENDA ITEM NUMBER: III.B.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 16, 2025

AGENDA ITEM: Certificate of Appropriateness (CA-01-2025) for the Holly Springs Amphitheatre located at 335 Edward Barrett Drive, Holly Springs, Georgia, tax parcel 103 of tax plat 15N14.

EXECUTIVE SUMMARY:

Caldwell Cline Architects & Designers have completed the revised building plans for the Holly Springs Amphitheatre in the Town Center. The City sent out a request for qualifications (RFQ-2025-01) for the Holly Springs Amphitheatre on February 26, 2025. The Statements of Qualifications (SOQs) have been reviewed and rated by city staff and interviews are scheduled on April 17th. The City of Holly Springs City Council will award the project this spring. Pursuant to the City of Holly Springs Commercial Corridor Design Overlay District Guidelines, adopted by the Mayor and City Council on May 15, 2016, applications for certificates of appropriateness must be presented in meetings of the Design Review Committee for consideration. The Downtown Development Authority serves as the Design Review Committee for certificate of appropriateness applications submitted within the Holly Springs Town Center District. The Holly Springs Amphitheatre is within the Holly Springs Town Center District.

FISCAL IMPACT:

There is no fiscal impact for a certificate of appropriateness.

ATTACHMENTS:

1. Application CA-01-2025

RECOMMENDATION:

Staff recommends approval of the certificate of appropriateness.

CONCURRENCES:

Administration and Community Development.



TOWN CENTER CERTIFICATE OF APPROPRIATENESS APPLICATION

Application CA- 01-2025

Hearing Date April 16, 2025

Date of Application April 3, 2025

Applicant City of Holly Springs

Owner Downtown Development Authority of Holly Springs
(If other than Applicant)

Address 3237 Holly Springs Parkway
Holly Springs, GA

Address P.O. Box 990
Holly Springs, GA

Zip Code 30115 Phone 770-345-5536

Zip Code 30142 Phone 770-345-5536

Email: rlogan@hollyspringsga.us

Email: rlogan@hollyspringsga.us

Signature Robert H Logan

Signature Robert H Logan

Address/Location of Property 335 Edward Barrett Drive

Map/Parcel ID 15N14-103

Description of Project:

The proposed project is the City of Holly Springs Town Center Amphitheatre.

***** Attach additional sheets as needed *****

The following information must be attached to completed application:

- A ☒ Warranty Deed
- B ☒ Tax Documentation
- C ☒ Survey Plat by Registered Surveyor
- D ☒ Site Development Plan by Registered Surveyor
- E ☒ Color Renderings of Proposed/Renovated Structures with Materials/Colors List
- F ☒ Materials Board

Do Not Write Below Line

Downtown Development Authority Decision

Approved _____

Denied _____

Stipulations _____

return to:

529229
CITY OF HOLLY SPRINGS
P.O. BOX 990
HOLLY SPRINGS, GA 30142

Return Recorded Document to:
Dyer & Rusbridge, P.C.
291 E. Main Street
Canton, GA 30114

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS INDENTURE, made the 24th day of September, 2018, between **City of Holly Springs, Georgia**, of the County of **Cherokee**, and State of Georgia, as party of the first part, hereinafter called Grantor, and **Downtown Development Authority of the City of Holly Springs, Georgia**, as party of the second part, hereinafter called Grantee (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell alien, convey and confirm unto the said Grantee,

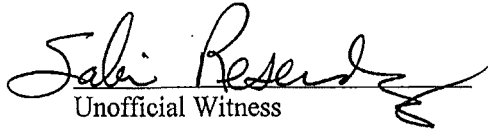
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 305, 306, 343 and 344 of the 15th District, 2nd Section, in the City of Holly Springs, Cherokee County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

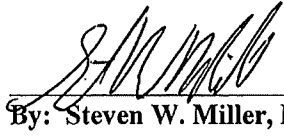
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

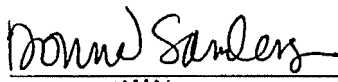
IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

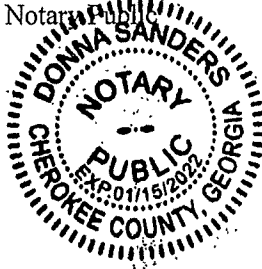
Signed, sealed, and delivered in
the presence of:

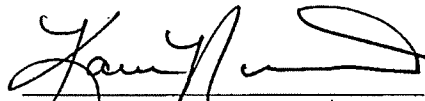

Unofficial Witness

CITY OF HOLLY SPRINGS, GEORGIA

 (SEAL)
By: Steven W. Miller, Mayor


Notary Public



 (SEAL)
Attest By: Karen Norred, City Clerk

COPIES

EXHIBIT "A"

TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 343 of the 15th District, 2nd Section, in the City of Holly Springs, Cherokee County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the common corners of Land Lots 306, 307, 343 and 342; proceed thence in a westerly direction North 89° 06' 52" West a distance of 26.91 feet to an iron pin found, which is the TRUE POINT OF BEGINNING; thence South 21° 24' 32" East a distance of 71.62 feet to an iron pin found; thence South 00° 39' 34" West a distance of 118.45 feet to an iron pin set on the northern right of way of Hickory Road (variable right of way); thence along the northern right of way of Hickory Road (variable right of way) South 60° 34' 51" West a distance of 152.30 feet; running thence southwesterly along the northern right of way of Hickory Road (variable right of way) and following the curvature thereof an arc distance of 516.21 feet having a chord bearing of South 85° 29' 52" West and a chord distance of 500.09 feet with a radius of 593.50 feet; thence North 69° 35' 07" West a distance of 63.99 feet to an iron pin set; thence leaving the right of way of Hickory Road (variable right of way) North 02° 02' 28" East a distance of 275.00 feet to an iron pin found; thence North 89° 07' 39" East a distance of 397.10 feet to an iron pin found; thence South 89° 06' 52" East a distance of 259.57 feet to an iron pin found and the TRUE POINT OF BEGINNING.

Said tract being 4.674 acres as more particularly shown on survey for City of Holly Springs Downtown Development Authority dated April 14, 2009, prepared by Charles C. Franklin, GRLS. This being the property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 12745, Page 433, Cherokee County, Georgia Deed Records.

TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 343 of the 15th District, 2nd Section, in the City of Holly Springs, Cherokee County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the common corners of Land Lots 306, 307, 343, and 342; proceed thence in a westerly direction North 89° 06' 52" West a distance of 26.91 feet to an iron pin found; thence South 21° 24' 32" East a distance of 71.62 feet to an iron pin found; thence South 00° 39' 34" West a distance of 118.45 feet to an iron pin set on the northern right of way of Hickory Road (variable right of way); thence South 00° 39' 34" West a distance of 59.77 feet to an iron pin found on the southern right of way of Hickory Road (variable right of way) which is the TRUE POINT OF BEGINNING; thence South 00° 49' 44" West a distance of 726.06 feet to an iron pin found; thence North 67° 37' 09" West a distance of 598.81 feet to an iron pin found; thence North 13° 59' 42" East a distance of 323.09 feet to an iron pin found on the southern right of way of Hickory Road (variable right of way) and following the curvature thereof an arc distance of

196.67 feet having a chord bearing of North 83° 17' 47" East and chord distance of 191.85 feet with a radius of 255.60 feet; thence continuing along the southern right of way of Hickory Road (variable right of way) North 61° 15' 30" East a distance of 337.10 feet to an iron pin found and the TRUE POINT OF BEGINNING.

Said tract being 5.891 acres as more particularly shown on survey for City of Holly Springs Downtown Development Authority dated April 14, 2009, prepared by Charles C. Franklin, GRLS. This being the property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 12745, Page 433, Cherokee County, Georgia Deed Records.

TRACT 3:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 343, 15th District, 2nd Section of Cherokee County, Georgia, being a 0.63 acre tract as shown on plat of survey for Ronald H. Dunn and Ruby Nell Dunn prepared by Adams-Sims & Associates, Inc. dated May 23, 1989 and being recorded in Plat Book 37, Page 143, Cherokee County, Georgia Records. This being the property conveyed to the City of Holly Springs, Georgia in Deed Book 12155, Page 489, Cherokee County, Georgia Records.

TRACT 4:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described as follows:
Beginning at the intersection of the southern right of way of Hickory Rd. and the western right of way of Palm Street; thence along the right of way of Palm Street South 05°51'39" East 47.92 feet; thence continuing along the right of way of Palm Street South 09°24'48" East 21.51 feet; thence continuing along the right of way of Palm Street South 12°35'15" East 50.65 feet; thence continuing along the right of way of Palm Street South 15°04'05" East 14.96 feet; thence leaving the right of way North 85°27'35" West 77.73 feet; thence along a curve having a 1320.39' foot radius, with an arc length of 33.31 feet, being subtended by a chord of South 14°07'57" West for a distance of 33.31 feet; thence South 84°43'57" West for a distance of 33.73 feet; thence along a curve to the left having a 1352.39' radius, with an arc length of 60.00 feet, being subtended by a chord of South 11°40'52" West for a distance of 60 feet; thence South 79°35'24" East 7.30 feet; thence South 08°38'26" West a distance of 80.79 feet; thence North 81°21'34" West a distance of 22.80 feet to a point on the east right of way of the L&N Railroad; thence northerly along the east right of way of the L&N Railroad to the intersection with the southerly right of way of Hickory Rd.; thence easterly along the southerly right of way of Hickory Rd. to its intersection with the westerly right of way of Palm St. which is the True Point of Beginning.

This being the same property conveyed to the City of Holly Springs, Georgia in Deed Book 6968, Page 154, Cherokee County, Georgia Deed Records.

TRACT 5:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

To find the Point of Beginning, start at the intersection of the west right of way of Palm Street (40' R/W) and the south line of Land Lot 343; thence running northerly along the west right of way of Palm Street 660.95 feet to a point on the west right of way of Palm Street, which is the Point of Beginning; thence leaving the said right of way South 61°55'38" West a distance of 261.35 feet; thence South 01°41'36" West a distance of 96.99 feet; thence South 01°42'29" West a distance of 209.36 feet to a point on the easterly right of way of the L&N Railroad (100' R/W); thence continuing along the railroad right of way North 05°12'18" West a distance of 288.05 feet; thence continuing along the railroad right of way North 04°49'50" West a distance of 29.50 feet; thence continuing along the railroad right of way along an arc distance of 265.35 feet (chord bearing North 00°21'01" East, chord distance of 264.98 feet, and radius of 1,439.24 feet); thence leaving the railroad right of way South 82°33'37" East a distance of 23.28 feet; thence North 07°34'52" East a distance of 80.67 feet; thence South 80°36'24" East a distance of 7.45 feet; thence along an arc distance of 60.00 feet (chord bearing North 10°31'24" East, chord distance of 59.99 feet, and radius of 1,352.39 feet); thence North 83°38'06" East a distance of 33.77 feet; thence along an arc distance of 33.16 feet (chord bearing North 13°15'26" East, chord distance of 33.16 feet, and radius of 1,320.39 feet); thence South 86°42'39" East a distance of 77.51 feet to a point on the west right of way of Palm Street; thence along the west right of way of Palm Street an arc distance of 332.51 feet (chord bearing South 16°48'07" East, chord distance of 332.51 feet, and radius of 21,193.25 feet) to the Point of Beginning.

Said tract being 2.032 acres as shown on a boundary survey prepared for City of Holly Springs by Gunnin Land Surveying, Inc. dated December 12, 2015. This being the same property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 13741, Page 76, Cherokee County, Georgia Records.

TRACT 6:

All that tract or parcel of land lying and being in Land Lot 344 of the 15th District, 2nd Section of Cherokee County, Georgia, and being business lots Nos. 1, 2, and 3 in the Town of Holly Springs, and originally fronting on the L&N Railroad and running back to the new Highway No. 5 (now the front) and each lot being 26 feet along the front and 80 feet deep, and having thereon a garage and brick filling station, total frontage being 78 feet on Highway No. 5.

This being the same property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 9001, Page 460, Cherokee County, Georgia Records.

TRACT 7:

All that tract or parcel of land lying and being in Land Lots 306 and 343 of the 15th District, 2nd Section of Cherokee County, Georgia, being in the City of Holly Springs and more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the southwesterly right of way of Jackson Street (having a 40-foot right of way) with the easterly right of way of Holly Springs Parkway (f/k/a Georgia Hwy. No. 5, having an 80 foot right of way); thence running South 31 degrees 43 minutes 30 seconds East as measured along the southwesterly right of way of Jackson Street for a distance of 109.63 feet to a #4 rebar found and corner; thence leaving said right of way and running thence South 81 degrees 00 minutes 00 seconds West for a distance of 46.00 feet to a #4 rebar found and corner located on the easterly right of way of Holly Springs Parkway; thence running North 05 degrees 49 minutes 45 seconds West as measured along the easterly right of way of Holly Springs Parkway for a distance of 58.69 feet to a point; thence continuing along the easterly right of way of Holly Springs Parkway North 08 degrees 27 minutes 30 seconds West for a distance of 42.52 feet to an iron pin located at the intersection of the southwesterly right of way of Jackson Street with the easterly right of way of Holly Springs Parkway, which is the POINT OF BEGINNING. Said tract being shown on a plat of survey prepared for William E. Parker, dated February 13, 1989, prepared by Martin & Norton, Inc.

This being the same property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 7529, Page 75, Cherokee County, Georgia Records.

TRACT 8:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 306 and 343 of the 15th District, 2nd Section, Cherokee County, Georgia, as shown on a plat made by Jerry Thacker and Associates, dated August 30, 1977, and revised on March 21, 1996, and being more particularly described as follows:

BEGINNING at a point at the intersection of the westerly right of way of Jackson Street (having a 40-foot right of way) and the northerly right of way of Holly Street (having a 20-foot right of way); from this POINT OF BEGINNING running thence North 81° 50' West a distance of 76.44 feet to an iron pin placed; thence running North 15° 37' 51" East a distance of 108.56 feet to an iron pin placed on the southwesterly right of way of Jackson Street; running thence South 30° 14' East along the southwesterly right of way of Jackson Street a distance of 90.06 feet to a point; running thence South 01° 37' East a distance of 37.6 feet to the TRUE POINT OF BEGINNING.

Subject to that certain easement reserved in the Warranty Deed recorded at Deed Book 2349, Page 104, Cherokee County, Georgia records.

This being the same property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 10392, Page 241, Cherokee County, Georgia Deed Records.

TRACT 9:

All that tract or parcel of land lying and being in Land Lots 306 and 343 of the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 12791, Page 244, Cherokee County, Georgia Records.

TRACT 10:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 12774, Page 288, Cherokee County, Georgia Records.

TRACT 11:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 12774, Page 291, Cherokee County, Georgia Records.

TRACT 12:

All that tract or parcel of land lying and being in the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 5298, Page 485, Cherokee County, Georgia Records.

TRACT 13:

All that tract or parcel of land lying and being in the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 3005, Page 277, Cherokee County, Georgia Records.

TRACT 14:

All that tract or parcel of land lying and being in the 15th District and 2nd Section, Cherokee County, Georgia, lying and being in the Town of Holly Springs, Georgia, and known as Town Lot No. 4; bounded on the east by L&N Railroad Street; on the north by N.P. Vaughn Garage; on the west by Marietta-Canton Highway; and on the south by J.F. Raggsdale brick store. This tract being 18 feet wide and containing one store building. This being the same property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 5111, Page 342, Cherokee County, Georgia Records.

PT-61 (Rev. 2/18)

To be filed in **CHEROKEE COUNTY**

PT-61 028-2018-010834

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME City of Holly Springs				Exempt Code If no exempt code enter NONE	Govt./NonProfit Public Corp
MAILING ADDRESS (STREET & NUMBER) P.O. Box 990				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Holly Springs, GA 30142 USA		DATE OF SALE 9/24/2018		1A. Estimated fair market value of Real and Personal property	\$3,481,500.00
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Downtown Development Authority of the City of Holly Sprin ...*				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) P.O. Box 990				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Holly Springs, GA 30142 USA		Check Buyers Intended Use () Residential (x) Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$0.00
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 266A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY CHEROKEE	CITY (IF APPLICABLE) Holly Springs		MAP & PARCEL NUMBER 93N00 005,009,010,014,014B, ...*		ACCOUNT NUMBER
TAX DISTRICT Cherokee	GMD	LAND DISTRICT 15,	ACRES 20.62	LAND LOT 306, 307,343,3 ...*	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None

...* This symbol signifies that the data was too big for the field. The original values are shown below.

MAP & PARCEL NUMBER: 93N00 005,009,010,014,014B,038,038A, 040, etc

LAND LOT: 306, 307,343,342,344

BUYER'S BUSINESS NAME: Downtown Development Authority of the City of Holly Springs, Georgia

CITY OF HOLLY SPRINGS
PO BOX 990
HOLLY SPRINGS, GA 30142-0990
(770)345-5536



B

2024 PROPERTY TAX

PROPERTY INFORMATION

MAP/PARCEL/LOT: 15N14- 103
OWNER NAME: HOLLY SPRINGS DOWNTOWN
LOCATION: 101 PALM ST
BILLING DATE: 04/03/25
DUE DATE: 12/20/24
LEGAL DESCRIPTION: LL 306; 15TH D/TRACT 1PB 80 PG 47

AMOUNT DUE

PAST DUE: 0.00
CURRENT CHARGES: 0.00
PENALTY: 0.00
TOTAL DUE: 0.00

PROPERTY VALUE ASSESSMENTS

FAIR MARKET LAND VALUE: 0
FAIR MARKET IMPROVEMENT VALUE: 2,798,200
IMPROVEMENT VALUE: 1,119,280
CITY TAX NET VALUE: 0
FIRE TAX NET VALUE: 0

EXEMPTIONS

City Tax 100% Exempt 1,119,280
Fire Tax 100% Exempt 1,119,280

CURRENT CHARGES DETAIL

DESCRIPTION	UNITS	RATE	AMOUNT
Real Prop City Tax	1.00	4.000000	0.00
Real Prop Fire Tax	1.00	2.888000	0.00

SPECIAL MESSAGE

If you have sold this property, forward the bill to the new owner and fax a copy of the settlement statement to 770-345-0209. If you have an escrow, forward the tax bill to your mortgage company as soon as possible.

Pursuant to state law (O.C.G.A. 48-2-40) interest will be added to this bill monthly if the balance is not paid by the due date. Pursuant to state law (O.C.G.A. 48-2-44) penalties will also be added to the unpaid balance beginning 120 days after the due date.

Please see our website, www.hollyspringsga.us, regarding senior exemption qualifications. Questions regarding county exemptions, assessments or the fair market value of your property should be directed to the Cherokee County Assessor's office at 678-493-6120.

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

ACCOUNT INFORMATION

MAP/PARCEL/LOT: 15N14- 103 ACCOUNT ID: 6618
LOCATION: 101 PALM ST
TAX YEAR: 2024

AMOUNT DUE

CURRENT DUE: 0.00
PENALTY: 0.00
TOTAL DUE: 0.00



AMOUNT ENCLOSED

MAKE CHECKS PAYABLE TO:

HOLLY SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY
100 HICKORY CIRCLE
CANTON, GA 30114

CITY OF HOLLY SPRINGS
PO BOX 990
HOLLY SPRINGS, GA 30142-0990

OWNER:
DOWNTOWN DEVELOPMENT
AUTHORITY OF HOLLY SPRINGS
BOX 590
HOLLY SPRINGS, GA 30142
CONTACT: ROB LOGAN
770-345-5336

INFRASTRUCTURE QUANTITIES

LOT DATA & ADDRESSES

SANITARY SEWER	
MATERIAL	QUANTITY
6" PVC SERVICE LATERAL	455.37 LF
6" PVC	509.37 LF
SEWER MANHOLE	1750.15 LF
SEWER CLEANOUT	40
WATER	
MATERIAL	QUANTITY
8" PVC	2,445.57 LF
TAPPING SLEEVE & VALVE	1
WATER VALVE	1
WATER METER	3
FW W/ VALVE ASSEMBLY	11
CAP	18
STORMWATER	
MATERIAL	QUANTITY
12" RCP	24.5 LF
18" RCP	1,144.17 LF
24" RCP	1,334.50 LF
30" RCP	1064.09 LF
36" RCP	363.58 LF
48" RCP	193.17 LF
12" HDPE	310.95 LF
OC2	1
SINCEP/SDS DOK	12
DROP INLET	23
CURB BELT	16
SINGLE W/ID CATCH BASIN	6
SINGLE W/ID CATCH BASIN	1

LOT #	ACRES	SG FT	ADDRESS
1	1.055	47,264	
2	1.075	01,683	
3	1.262	54,977	
4	4.400	195,511	
5	0.451	19,666	
6	0.615	26,779	
7	0.213	9,264	
8	0.839	36,550	
9	1.639	71,383	
10	2.607	113,566	

TABLE OF DEDICATION

STREET NAME	LINEAR FEET
EDWARD BARRETT DRIVE	051.52
GRADY PAYNE DRIVE	579.05
TIMOTHY DOMING DRIVE	763.43
LEON LITTLE DRIVE	306.68

Cherokee
County
1831
GEORGIA

Addresses Revised
Cherokee County GIS
10/18/2024

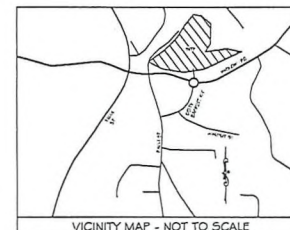
Ph (678) 493-6050
lwood@cherokee-countyga.gov

Disregard Any Previous Plans.

FLOW TEST REPORT

LEGEND

SIGN
GROUND LIGHT
LIGHT POLE
SPOT ELEVATION
WATER VALVE
PILE HYDRANT
WATER METER
REGARDANT CONTROL VALVE
WATER METER MEASUREMENT
WATER VAULT
GRATE INLET
DITCH SINKER MANHOLE
SANITARY SINKER MANHOLE
CLEANOUT
GREASE TRAP
UTILITY POLE
GUY WIRE
ELECTRIC BOX
ELECTRIC MANHOLE
ELECTRIC METER



SURFJOY WILSON

- [illegible]

LJA SURVEYING INC.

Phone 713.953.5200

LOCATED IN:
LAND LOT 306 & 342 & 343
5TH DISTRICT, 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA

FINAL PLAT FOR HOLLY SPRINGS MIXED-USE

DESCRIPTION

DATE _____

PR
CH
DR
SS

Kc

100

12	27
13	28

1

ZONING

THE SUBJECT PROPERTY IS ZONED GV (GOVERNMENTAL DISTRICT) PER CITY OF HOLLY SPRINGS ZONING MAP ADOPTED APRIL 1ST 2021.

THE SETBACKS FOR ZONE GV PER SAID REZONING ORDINANCE ARE AS FOLLOWS:

ANY RETRAKES AND BUFFERS SHOWN ARE GOVERNED BY THE LOCAL JURISDICTION AND SHOULD BE COMPLETED PRIOR TO LAND PLANNING OR ANY CONSTRUCTION ACTIVITIES.

NO ZONING CONDITIONS EXIST PER THE CITY OF HOLLY SPRINGS.

SURVEYOR CERTIFICATION
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS

SIGNATURES, DATES, OR STATEMENTS HEREON, SUCH APPROVALS OR AFFILIATIONS ARE COMPARED WITH THE APPROPRIATE GOVERNMENT RECORDS BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTEREST, USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.G.C.A. SECTION 15-6-67.

Michael C. GA P L S 65 Date 2/19/2024

Know what's below.
Call before you dig.

UNREPAIRED DAMAGES ARE "NO" IN
AN APPROPRIATE "NO" ONLY MAY BE
LITIGATED. SUBSEQUENTLY, THE
THE CONTRACTOR SHALL BE RESPONSIBLE
FOR THE LOCATION OF ALL DAMAGES.
WHICH BEFORE CONSTRUCTION
AND AFTER THE PROJECT COMPLETION
FOR ALL DAMAGES WHICH
MAY BE OCCURRED BY THE
CONTRACTOR SHALL BE ENTIRELY
LOCATED AND REPAIRED AND ALL
UNDERSTANDING WITHIN.

NEED NOT

1 OF 2

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18 of 18

THIS PLAN WAS PREPARED BASED ON EXISTING INFORMATION PROVIDED TO ROBERTSON LOIA ROOF, P.C. BY OTHERS, AND NO IMPLIED ACCURACY OF SUITABILITY OF EXISTING DATA IS GIVEN (EXPRESSED OR IMPLIED) BY ROBERTSON LOIA ROOF, P.C. CONDITIONS AT THE TIME OF PERMIT AND CONSTRUCTION DOCUMENT PREPARATION MAY BE DIFFERENT OR MAY HAVE CHANGED AND SHOULD BE CONFIRMED BY PROCUREMENT OF A SITE FIELD-RUN SURVEY.

THE LAYOUT OF THE PLAN DEPICTED HEREIN RELIES UPON THE LAYOUT PREFERENCES DICTATED BY THE CLIENT. SOME OF THE LAYOUT PREFERENCES MAY NOT BE COMPATIBLE WITH THE LOCAL, COUNTY, STATE OR OTHER APPLICABLE JURISDICTIONAL AUTHORITIES. THE POSSIBILITY OF OBTAINING PERMITS SHOULD NOT BE RELIED UPON SOLELY BASED ON THE DEPICTION WITHIN THIS PRELIMINARY CONCEPT PLAN.

THIS PLAN IS A PRELIMINARY CONCEPT PLAN AND SHOULD NOT BE USED FOR ZONING SUBMITTALS NOR PERMIT SUBMITTALS. IT SHOULD NOT BE USED BY ANY CONTRACTOR OR SUBCONTRACTOR FOR CONSTRUCTION PURPOSES. THIS PLAN WAS PREPARED FOR OUR CLIENT AND SHOULD NOT BE USED BY ANYONE OTHER THAN THE CLIENT FOR ANY PURPOSE.



VICINITY MAP
SCALE: NONE

ROBERTSON LOIA ROOF
ARCHITECTS & ENGINEERS
1448 Preston Ridge Road, Suite 270, Alpharetta, GA 30005
404.477.1000
RLOIA@ROBERTSONLOIA.COM

HOLLY SPRINGS TOWN CENTER
HICKORY ROAD & BETTY BARRETT WAY
HOLLY SPRINGS, GEORGIA
CONNOLLY REALTY
5600 PEACHTREE BLVD., SUITE 210
ATLANTA, GEORGIA

ASBUILT OVERLAY
EXHIBIT (CPs-9)

03/03/2025

23193

EX-1

PRELIMINARY SITE PLAN ASBUILT OVERLAY

SCALE: 1" = 40'
0 40 80 120 FEET





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CITY OF HOLLY SPRINGS

AMPHITHEATRE

CALDWELL • CLINE
ARCHITECTS • DESIGNERS

222 CRESCENT CIRCLE MARIETTA GA 30064
PHONE 770-424-3882 678-668-8930 FAX

HOLLY SPRINGS AMPHITHEATRE



GENERAL NOTES

1. UNLESS OTHERWISE NOTED, ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING CODES AND STANDARDS:
 - 2. 2018 INTERNATIONAL BUILDING CODE WITH CURRENT GEORGIA AMENDMENTS
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 - 19. 2018 INTERNATIONAL FIRE CODE WITH CURRENT GEORGIA AMENDMENTS
 - 20. 2018 INTERNATIONAL PLUMBING CODE WITH CURRENT GEORGIA AMENDMENTS
 - 21. 2018 INTERNATIONAL MECHANICAL CODE WITH CURRENT GEORGIA AMENDMENTS
 - 22. 2018 INTERNATIONAL FUEL GAS CODE WITH CURRENT GEORGIA AMENDMENTS
 - 23. 2018 NATIONAL ELECTRICAL CODE WITH CURRENT GEORGIA AMENDMENTS
 - 24. 2018 NATIONAL ENERGY CONSERVATION CODE WITH CURRENT GEORGIA SUPPLEMENTS AND AMENDMENTS
 - 25. NFPA 101 LIFE SAFETY CODE 2018 EDITION WITH CURRENT GEORGIA AMENDMENTS
 - 26. NFPA 72 FIRE ALARM CODE 2018 EDITION WITH CURRENT GEORGIA AMENDMENTS
 - 27. NFPA 120-3-20 EFFECTIVE JANUARY 1, 2020, ACCESS TO AND USE OF PUBLIC FACILITIES BY HANDICAPPED PERSONS.
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 - 29. NFPA 72 FIRE ALARM CODE 2018 EDITION WITH CURRENT GEORGIA AMENDMENTS
 - 30. NFPA 120-3-20 EFFECTIVE JANUARY 1, 2020, ACCESS TO AND USE OF PUBLIC FACILITIES BY HANDICAPPED PERSONS.

CODES & STANDARDS

- 2018 - (IBC) International Building Code with Current Georgia Amendments.
- 2018 - International Fire Code with Current Georgia Amendments
- 2018 - International Plumbing Code with Current Georgia Amendments
- 2018 - International Mechanical Code with Current Georgia Amendments
- 2020 - (NEC) National Electrical Code with Current Georgia Amendments
- 2015 - (IECC) International Energy Conservation Code with Current Georgia Supplements and Amendments
- NFPA 101 Life Safety Code 2018 Edition with Current Georgia Amendments
- NFPA 72 Fire Alarm Code 2018 Edition with Current Georgia Amendments
- NFPA 120-3-20 Effective January 1, 2020, Access to and use of Public Facilities by Handicapped Persons.

PROJECT DATA

CONSTRUCTION TYPE: TYPE VB / 2018 - INTERNATIONAL BUILDING CODE

ROOF HEIGHT DATA:

Proposed Ridge Height = 20'-0"

SQUARE FOOTAGE

VTP Room	402	Sq. Ft.
Green Room	402	Sq. Ft.
Restrooms	694	Sq. Ft.
Total	1,498	Sq. Ft.

Covered Bathroom Porches	83	Sq. Ft.
Storage/Mech.	148	Sq. Ft.

OCCUPANCY LOAD

Main Level	402 / 15 = 27
VTP Room	402 / 15 = 27
Green Room	694 / 100 = 7
Restrooms	
Total Occupant Load	61

SITE ADDRESS

HOLLY SPRINGS AMPHITHEATRE
651 Edward Barrett Drive
Holly Springs, GA 30142

INDEX OF DRAWINGS

A0	COVER SHEET
A1	ARCHITECTURAL
A2	FOUNDATION PLAN
A3	MAIN LEVEL FLOOR PLAN
A4	ROOF PLAN
A5	ELEVATIONS / DETAILS
LSP	LIFE SAFETY PLAN
ADA	ADA STANDARDS
STRUCTURAL	STRUCTURAL
S001	COVER SHEET / NOTES & LEGENDS
S002	SCHEMATIC
S003	FOUNDATION / ROOF PLAN / DETAILS
S004	3-D ELEVATIONS / TRANSVERSE SECTIONS
S005	FOUNDATION DETAILS
S006	TRUSS DETAILS
S007	FRAMING DETAILS
S008	TRUSS DETAILS
S009	WOOD TRUSS ROOF BEATLIS
M.E.P.	M.E.P.
M00	COVER SHEET / NOTES & LEGENDS
M01	DETAILS / SCHEDULE SHEETS
M11	FLOOR PLAN - MECHANICAL
E00	COVER SHEET / NOTES & LEGENDS
E10	FLOOR PLAN - POWER
E20	FLOOR PLAN - LIGHTING
P00	COVER SHEET / NOTES & LEGENDS
P01	FLOOR PLAN - WATER
P12	FLOOR PLAN - SANITARY
P21	RISER DIAGRAM - SANITARY

PROJECT TEAM

Owner	Architect	M.E.P. Engineers	Structural Engineer
Robert H. Logan, City Manager P.O. Box 990 Holly Springs, GA 30142	Caldwell Cline Architects 222 Crescent Circle Marietta, Georgia 30064 (770) 424-3882 Contact: Zach T. Caldwell zach@caldwellcline.com	Mohr Jordan & Associates, Inc. 222 Crescent Circle Marietta, Georgia 30075 (770) 992-5077	AM Structures 5077 Dollars Highway Suite 201 Powder Springs, Georgia 30127 (404) 495-4889

CITY OF HOLLY SPRINGS AMPHITHEATRE

Est. 2021

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12-22-21	PROJECT START
06-07-24	PERMIT
08-07-24	CONSTRUCTION
08-08-24	COMPLETION
09-04-24	PROJECT END
10-04-24	PROJECT END

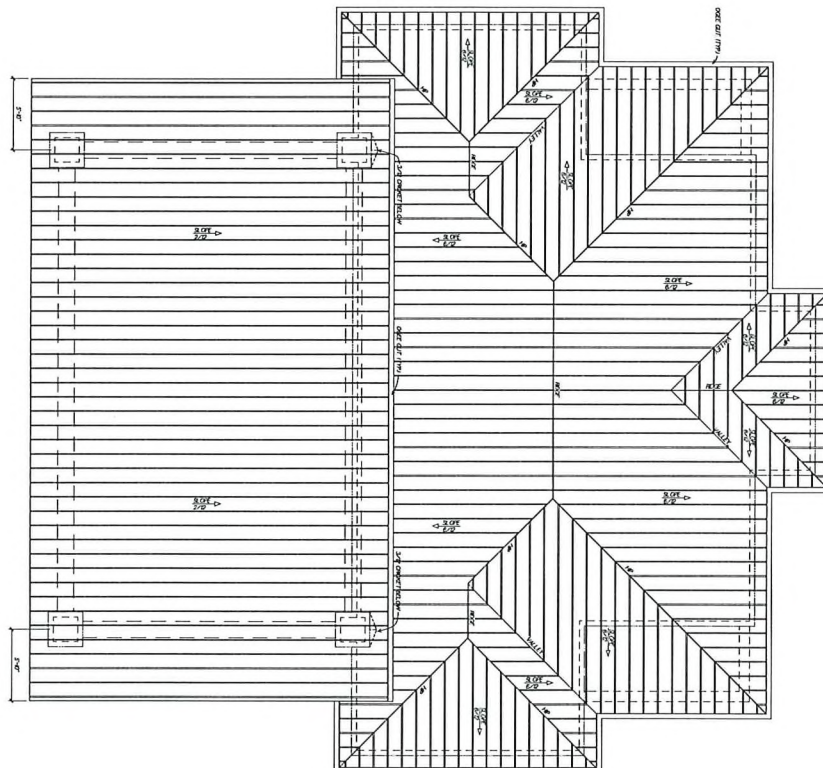


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DATE	PROJECT NUMBER
12-28-21	21943
REPORT BY	REVIEWER
ZTC	06-07-24
TABLED BY	06-27-24
	08-06-24
	09-06-24
	10-29-24

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EST. 2021

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1 ROOF PLAN
SCALE 1/4" = 1'-0"
A3

DATE	PROJECT NUMBER
12-22-21	219143
DATE RT	REVISIONS
ZTC	06-07-24
	06-27-24
	08-06-24
CHIEF RT	09-04-24
	10-23-24

- 1) **McKee ERT:** Global Airlines Inc. agrees to fully re-equip its fleet with new aircraft, including the purchase of 10 new aircraft, to be delivered by the end of 1995. The company will also purchase 10 Global Express Inc. aircraft by the end of 1995.
- 2) **Continuum and Unity:** All AIRCRAFT purchased by the company will be delivered by the end of 1995.
- 3) **Continuum and Unity:** All AIRCRAFT purchased by the company will be delivered by the end of 1995.
- 4) **Continuum and Unity:** All AIRCRAFT purchased by the company will be delivered by the end of 1995.

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CITY OF HOLLY SPRINGS
AMPHITHEATRE

EST. 2021

PROJECT

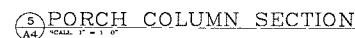
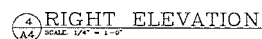
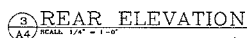
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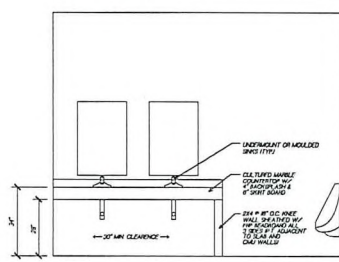
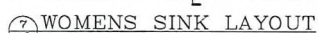
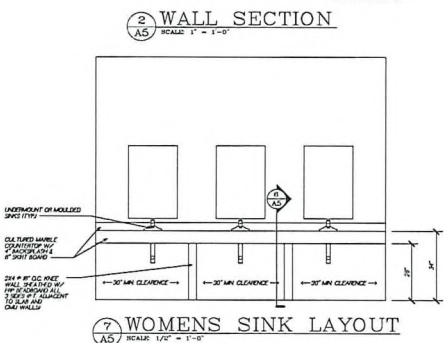
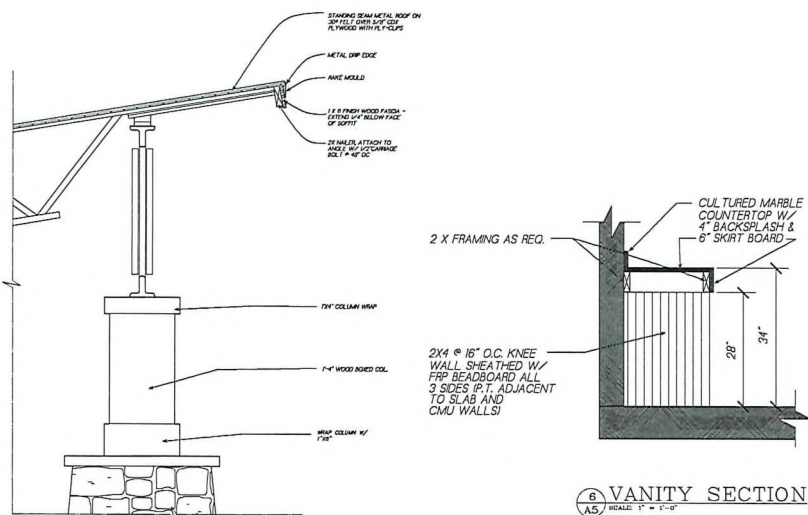
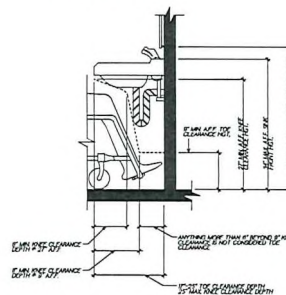
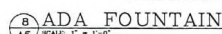
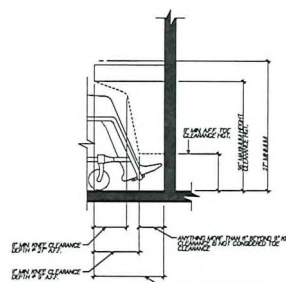
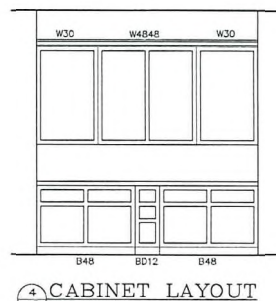
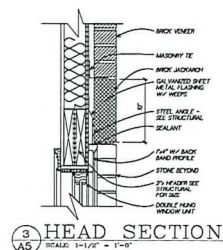
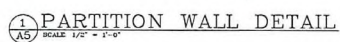
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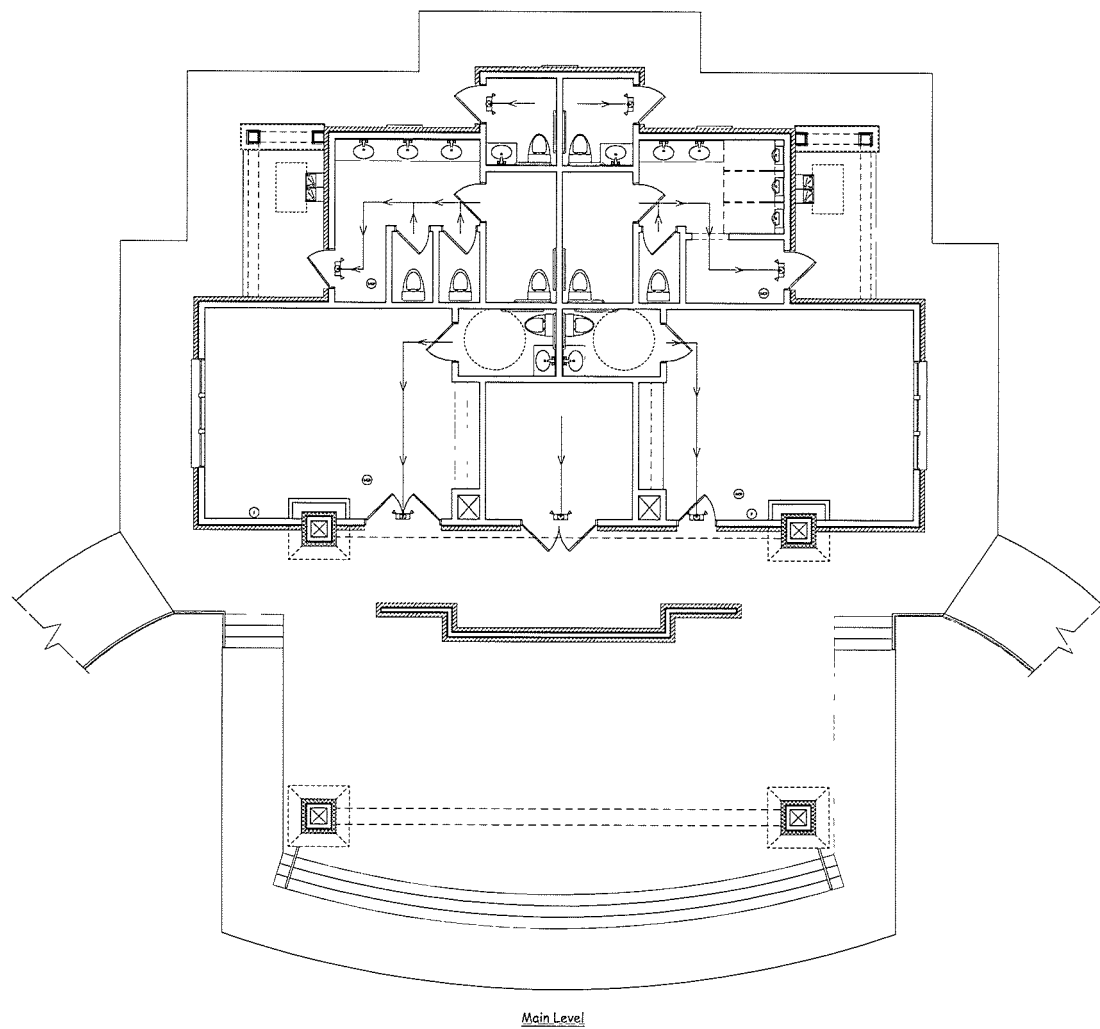
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6/2/2024 10:14 1:00pm (continued) - 10/23/2024 10:14pm (continued) 27/10/2024



1 LIFE SAFETY PLAN
SCALE: 1/4" = 1'-0"

LIFE SAFETY KEY	
	EGRESS PATH
	FIRE ALARM
	FIRE EXTINGUISHER
	FIRE EXIT

OCCUPANCY LOAD	
Main Level	
VIP Room	402 / 15 = 27
Green Room	402 / 15 = 27
Restrooms	694 / 100 = 7
Total Occupant Load	61

PROJECT

CITY OF HOLLY SPRINGS
AMPHITHEATRE

EST. 2021

CALDWELL • CLINE

ARCHITECTS • DESIGNERS

222 CRANFORD CIRCLE - WASHINGTON, GA 30684
Phone 770-424-2882 - Fax 770-424-2237
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No warranty is made by Caldwell Cline for the use of the drawings for any purpose other than that for which they were prepared.

PLEASE NOTE: Caldwell Cline is not responsible for any errors or omissions in the drawings or for any consequences resulting therefrom. The user of the drawings is responsible for the accuracy of the information contained therein.

1. Egress paths must comply with all applicable codes and standards.

2. Egress paths must comply with all applicable codes and standards.

3. Egress paths must comply with all applicable codes and standards.

DATE

12-22-21

PROJECT NUMBER

215143

REVISION BY

2TC

DATE

06-07-24

06-27-24

08-06-24

09-04-24

10-23-24

STATE OF GEORGIA

PROFESSIONAL SEAL

10/23/2024

LSP

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CALDWELL◊CLINE

ARCHITECTS ◊ DESIGNERS

DESCRIPTION OF MATERIALS

PROJECT:___HOLLY SPRINGS AMPHITHEATRE

LOCATION:___HOLLY SPRINGS GEORGIA

THE INFORMATION AS DESCRIBED BELOW IS A GENERAL SUMMARY OF THE EXISTING CONDITIONS AND IMPROVEMENTS FOR THE PROPERTY DESCRIBED ABOVE. THIS INFORMATION SHOULD BE USED IN CONJUNCTION WITH A COMPLETE SET OF CONSTRUCTION DOCUMENTS. IMMEDIATELY NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN THIS INFORMATION AND THE ASSOCIATED CONSTRUCTION DOCUMENTS. CONTRACTOR TO VERIFY ALL CONDITIONS PRIOR TO ESTABLISHING A CONSTRUCTION BUDGET OR BEGINNING CONSTRUCTION.

1. SITE

PUBLIC SEWAGE	(X)	SEPTIC TANK	()	OTHER	()
PUBLIC WATER	(X)	WELL & PUMP	()		
NATURAL GAS	(X)				

ADDITIONAL INFORMATION: _____

2. FOUNDATION

FOOTINGS:	POURED CONC.	()	P.S.I.	_____	REINF.	_____
FOUNDATION WALLS:	POURED CONC.	()	CMU	()	HEIGHT:	_____
SUPPORT COLUMNS:	CMU	()	STEEL COL.	()	OTHER:	_____
SLAB ON GRADE:	6X6 WWM	()	P.S.I.	_____		
WATERPROOFING:	SPRAY ON	()	MEMBRANE	()	OTHER:	_____

ADDITIONAL INFORMATION: **REFER TO STRUCTURAL ENGINEERING DOCUMENTS**

3. BASEMENT

Yes	()	No	(X)		
Unfinished	()	Partially finished	()	As per plans	()
Plumbing Stubbed In	()				

ADDITIONAL INFORMATION: _____

4. EXTERIOR WALLS

Brick Veneer	(x)	Natural Field Stone	(x)	Artificial Stone	()
Cedar Shingle	()	Conc. Shingle	()	Wood Siding	()
Conc. Siding	()	Vinyl Siding	()	Board and Batten	()
Stucco	()				

Exterior Finish: Painted () Stained () Natural ()

ADDITIONAL INFORMATION: REFER TO COLOR/MATERIAL SELECTION PALLETTE FOR MATERIAL SPECIFICATIONS

5. FRAMING

BASEMENT WALLS:	2x6 @ 16" O.C. ()	2x4 @ 12" O.C. ()
MAIN LEVEL WALLS:	2x6 @ 16" O.C. ()	2x4 @ 16" O.C. ()
UPPER LEVEL WALLS:	2x6 @ 16" O.C. ()	2x4 @ 16" O.C. ()

FLOOR SYSTEM: CONVENTIONAL 2X (X) ENGINEERED TRUSSES ()

ADDITIONAL INFORMATION: SEE STRUCTURAL DOCUMENTS

6. ROOF

RAFTERS:	2X STICK FRAME	(X)	ROOF TRUSSES	()
ROOFING MATERIAL:	FIBERGLASS SHINGLES	()	20 YEAR	()
	30 YEAR	()	LIFETIME WARRANTY	()
	CEDAR SHINGLES	()	CEDAR SHAKES	()
	GALV. METAL	(X)	COPPER	()
	BUILT UP TAR AND GRAVEL	()	MEMBRANE	()

ADDITIONAL INFORMATION: REFER TO COLOR/MATERIAL SELECTION PALLETTE FOR MATERIAL SPECIFICATIONS

7. GUTTERS AND DOWNSPOUTS

MATERIAL:

GALVANIZED (X)	COPPER	()	ALUMINUM	()	VINYL	()
-----------------	--------	-----	----------	-----	-------	-----

SHAPE:

OGEE: (X)	HALF ROUND	()
------------	------------	-----

DOWNSPOUTS:

RECTANGULAR	()	ROUND (X)
-------------	-----	------------

ADDITIONAL INFORMATION: _____

8. WINDOWS

TYPE

WOOD () CLAD (X) VINYL () ALUM. ()
DOUBLE HUNG (X) CASEMENT () AWNING () SLIDER ()

MUTTONS

TDL () SDL (X) GBG () SNAP IN ()

SCREENS () DOUBLE GLAZED (X) TRIPLE GLAZED ()

ADDITIONAL INFORMATION: **REFER TO COLOR/MATERIAL SELECTION PALLETTE FOR MATERIAL SPECIFICATIONS**

9. INSULATION

WALLS: BATT () FACED () BLOWN IN () WALL THICKNESS ()
FLOOR: BATT () FACED () BLOWN IN () THICKNESS ()
CEILING: BATT () FACED () BLOWN IN (X) THICKNESS (12")

ADDITIONAL INFORMATION: **INJECTION FOAM INSULATION IN CMU EXTERIOR WALLS**

10. CABINERY

BATHROOMS: LAMINATE () PAINTED (X) DISTRESSED ()
COUNTER TOPS GRANITE () QUARTZ (X) MARBLE ()
CONCRETE () OTHER ()

ADDITIONAL INFORMATION: **WOOD CABINETS WITH QUARTZ COUNTERTOPS**

11. EQUIPMENT

ADDITIONAL INFORMATION: **REFER TO MEP ENGINEERING DOCUMENTS**

12. HEATING AND COOLING

HEATING: GAS () ELECTRIC () HEAT PUMP () OTHER ()
COOLING: ELECTRIC () HEAT PUMP ()
NUMBER OF UNITS _____

ADDITIONAL INFORMATION: **REFER TO MEP ENGINEERING DOCUMENTS**

13. DOORS

INTERIOR: METAL (x) SOLID MASONITE () HOLLOW CORE ()
PAINT () STAIN ()
EXTERIOR: FRONT DOOR: METAL (x) METAL () PAINT () STAIN ()
OTHER DOORS: WOOD () METAL () PAINT () STAIN ()

ADDITIONAL INFORMATION: **6 PANEL SOLID CORE METAL DOORS IN ALL LOCATIONS. SATIN NICKEL HARDWARE FINISH**

14. FIREPLACES

MASONRY () PREFABRICATED () ISOKERN OR EQUAL ()

ADDITIONAL INFORMATION: **N/A**

15. PORCHES

FRONT PORCH: WOOD () STONE () BRICK () OTHER (x)
OTHER PORCHES: WOOD () STONE () BRICK () OTHER (x)

ADDITIONAL INFORMATION: **BROOM FINISH CONCRETE FLOORS AT STAGE AND PORCH AREAS**

16. DRIVES AND WALKS

DRIVEWAY: CONCRETE () ASPHALT () PAVER APRON ()
WALKWAYS: CONCRETE (x) PAVERS ()

ADDITIONAL INFORMATION: _____

17. FINISHES

SEE ATTACHED ARTICLES

ADDITIONAL INFORMATION: _____

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CALDWELL ◊ CLINE
ARCHITECTS ◊ DESIGNERS
222 CRESCENT CIRCLE MARIETTA GA 30064
770-424-3882

Partitions:

Material Type: Solid Plastic Color: M244 Canyon Granite
Material Texture: Pebble Grain (Std)
Toilet Compartments: Floor Mounted Overhead Braced
Urinal Screens: Wall Hung
Manufacturer: ASI-Accurate Partitions | Compartment Configuration: Between Walls |
Compartment Material Height: 55" Doors/Panels - 14" AFF | Compartment Privacy Option:
None | Door Hardware Type: AL 8" Hinge & 6" Latch | Compartment Brackets: AL Stirrup
(3/Connection) | Trim Shoe Material: Stainless Steel | Urinal Screen Height: 48" | Urinal
Screen Brackets: Continuous Channel – Stainless

Accessories:

P/N	Description	Qty
10-3801-36	Snap Flange (1-1/2" O.D) Smooth - Straight Grab Bar, 36"	6
10-3801-42	Snap Flange (1-1/2" O.D) Smooth - Straight Grab Bar, 42"	6
10-0030	Toilet Tissue Dispenser - Twin Hide-A-Roll - Surface Mounted	9
10-0620-2436	Mirror - Stainless Steel, Chan-Lok Frame - Plate Glass - 24"W X 36"H	9
10-0347	Soap Dispenser - Liquid, Vertical Valve - 40 oz. - Surface Mounted	7
10-0210	Traditional™ - Paper Towel Dispenser - Multi, C-Fold - Surface Mounted	7
10-0852	Sanitary Waste Disposal - Surface Mounted	7
10-9012	Baby Changing Station - Horizontal - Plastic - Surface Mounted	2

MATERIAL FINISH SCHEDULE											
ROOM	FLOOR		BASE		WALLS		CEILING				COMMENTS
	MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	MATERIAL	FINISH	CROWN	CLG. HGT.	
MAIN LEVEL											
STAGE	CONC	NATURAL	N/A		PER PLANS		N/A			PER PLANS	
STORAGE	CONC.	Q. EPOXY	INTEGRAL		C.M.U.	PAINT	GYP.BD.	PAINT	NONE	PER PLANS	
V.I.P. ROOM	CONC.	STAINED	6" SPEED BASE		GYP.BD.	PAINT	GYP.BD.	PAINT	6" COVE	PER PLANS	
GREEN ROOM	CONC.	STAINED	6" SPEED BASE		GYP.BD.	PAINT	GYP.BD.	PAINT	6" COVE	PER PLANS	
POWDER BATHS	CONC.	Q. EPOXY	INTEGRAL		GYP.BD.	PAINT	GYP.BD.	PAINT	6" COVE	PER PLANS	
BATHROOMS	CONC.	Q. EPOXY	INTEGRAL		C.M.U.	PAINT	GYP.BD.	PAINT	NONE	PER PLANS	
COVERED PORCH	CONC.	NATURAL	N/A		PER PLANS		1X6T&G	PAINT	NONE	PER PLANS	

COHS - Amphitheater

7/5/2024

EXTERIOR SELECTIONS	
PAINT:	
TRIM	SW 6385 Dover White
WOOD ACCENT HEADERS	SW 3542 Chestnut
SHUTTERS	SW 7055 Enduring Bronze
GUTTERS & DOWNS	Dark Bronze
MASONRY:	
BRICK	General Shale - River Shoals - Queen
MORTAR	Argos Ivory Buff
STONE	Elberton Granite Rubble Stone
STUCCO	Traditional Stucco - Color Match SW 6385 Dover White
ROOFING:	
METAL	24 ga Standing Metal Seam Color: Dark Bronze
FENESTRATIONS:	
WINDOW TYPE/COLOR	Lincoln Aluminum Clad Color: Greek Vanilla
DOOR TYPE/COLOR	Steel 6 panel (Painted Shutter Color) Hinge: US10B
DOOR HARDWARE	See schedule on A1
INTERIOR SELECTIONS	
PAINT:	
WALL COLOR	SW 7646 First Star
DOOR & TRIM COLOR	SW 7005 Pure White
CEILING COLOR	SW 7005 Pure White
PUBLIC BATHROOMS:	Site framed countertop support for sink areas; Trimmed & Painted; Trimmed End Panel in Mens
BATH PARTITIONS:	Bradley's Bradmar Solid Plastic (HDPE) Partitions Color: CANYON GRANITE – M244
BATH ACCESSORIES	See attached
CABINETRY:	Shaker White with 42" Uppers; Door/Drawer Hardare: HR Elements Part #136MB
COUNTERTOPS:	Forum Quartz Carrara Supreme
PLUMBING:	Per plan see sheet P0.0
ELECTRICAL	Per plan see sheet E0.0; Decortive Fixtures & Stage Lighting listed as tbd are not included in bid
FLOORING:	
PUBLIC BATHROOMS	Quartz Epoxy Floors with integral cove base Color: TBD
GREEN & VIP ROOM	Polished & Stained Concrete Floors Color: TBD
GREEN & VIP BATHROOMS	Quartz Epoxy Floors with integral cove base Color: TBD
STORAGE ROOM	Quartz Epoxy Floors with integral cove base Color: TBD

ITEM REPORT

AGENDA ITEM NUMBER: III.C.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 16, 2025

AGENDA ITEM: Certificate of Appropriateness (CA-02-2025) for the Holly Springs Town Center Parking Deck located at 189 Timothy Downing Drive, Holly Springs, GA, tax parcel 103 of tax plat 15N14.

EXECUTIVE SUMMARY:

Caldwell Cline Architects & Designers have completed the revised building plans for the Holly Springs Town Center Parking Deck. The City sent out a request for bids (RFB-2023-01) for the Holly Springs Town Center Parking Deck (Precast Concrete) on January 31, 2023. The City of Holly Springs City Council awarded the project to Tindall Corporation on March 27, 2023. Pursuant to the City of Holly Springs Commercial Corridor Design Overlay District Guidelines, adopted by the Mayor and City Council on May 15, 2016, applications for certificates of appropriateness must be presented in meetings of the Design Review Committee for consideration. The Downtown Development Authority serves as the Design Review Committee for certificate of appropriateness applications submitted within the Holly Springs Town Center District. The Holly Springs Town Center Parking Deck is within the Holly Springs Town Center District.

FISCAL IMPACT:

There is no fiscal impact for a certificate of appropriateness.

ATTACHMENTS:

1. Application CA-02-2025

RECOMMENDATION:

Staff recommends approval of the certificate of appropriateness.

CONCURRENCES:

Administration and Community Development.



TOWN CENTER CERTIFICATE OF APPROPRIATENESS APPLICATION

Application CA- 02-2025

Hearing Date April 16, 2025

Date of Application April 8, 2025

Applicant City of Holly Springs

Owner Downtown Development Authority of Holly Springs
(If other than Applicant)

Address 3237 Holly Springs Parkway
Holly Springs, GA

Address P.O. Box 990
Holly Springs, GA

Zip Code 30115 Phone 770-345-5536

Zip Code 30142 Phone 770-345-5536

Email: rlogan@hollyspringsga.us

Email: rlogan@hollyspringsga.us

Signature Robert H Logan

Signature Robert H Logan

Address/Location of Property 189 Timothy Downing Drive

Map/Parcel ID 15N14-103

Description of Project:

The proposed project is the City of Holly Springs Town Center Parking Deck.

***** Attach additional sheets as needed *****

The following information must be attached to completed application:

- A ☒ Warranty Deed
- B ☒ Tax Documentation
- C ☒ Survey Plat by Registered Surveyor
- D ☒ Site Development Plan by Registered Surveyor
- E ☒ Color Renderings of Proposed/Renovated Structures with Materials/Colors List
- F ☒ Materials Board

Do Not Write Below Line

Downtown Development Authority Decision

Approved _____ Denied _____ Stipulations _____

Rec: \$22.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

A

return to:

529229
CITY OF HOLLY SPRINGS
P.O. BOX 990
HOLLY SPRINGS, GA 30142

Return Recorded Document to:
Dyer & Rusbridge, P.C.
291 E. Main Street
Canton, GA 30114

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS INDENTURE, made the 24th day of September, 2018, between **City of Holly Springs, Georgia**, of the County of **Cherokee**, and State of Georgia, as party of the first part, hereinafter called Grantor, and **Downtown Development Authority of the City of Holly Springs, Georgia**, as party of the second part, hereinafter called Grantee (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 305, 306, 343 and 344 of the 15th District, 2nd Section, in the City of Holly Springs, Cherokee County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

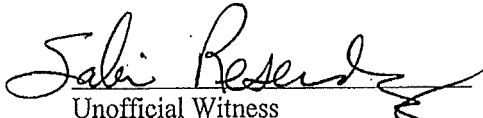
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

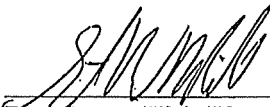
Rec: \$22.00 TRANSFER TAX \$0.00

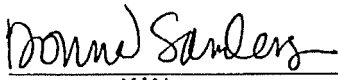
Patty Baker, Clerk of Superior Court - Cherokee County, GA

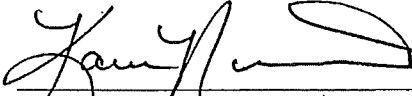
Signed, sealed, and delivered in
the presence of:

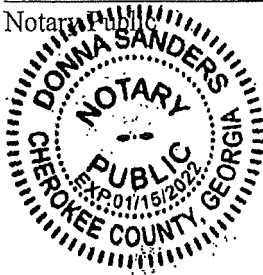

Unofficial Witness

CITY OF HOLLY SPRINGS, GEORGIA

 (SEAL)
By: Steven W. Miller, Mayor


Notary Public

 (SEAL)
Attest By: Karen Norred, City Clerk



COPY

EXHIBIT "A"

TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 343 of the 15th District, 2nd Section, in the City of Holly Springs, Cherokee County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the common corners of Land Lots 306, 307, 343 and 342; proceed thence in a westerly direction North 89° 06' 52" West a distance of 26.91 feet to an iron pin found, which is the TRUE POINT OF BEGINNING; thence South 21° 24' 32" East a distance of 71.62 feet to an iron pin found; thence South 00° 39' 34" West a distance of 118.45 feet to an iron pin set on the northern right of way of Hickory Road (variable right of way); thence along the northern right of way of Hickory Road (variable right of way) South 60° 34' 51" West a distance of 152.30 feet; running thence southwesterly along the northern right of way of Hickory Road (variable right of way) and following the curvature thereof an arc distance of 516.21 feet having a chord bearing of South 85° 29' 52" West and a chord distance of 500.09 feet with a radius of 593.50 feet; thence North 69° 35' 07" West a distance of 63.99 feet to an iron pin set; thence leaving the right of way of Hickory Road (variable right of way) North 02° 02' 28" East a distance of 275.00 feet to an iron pin found; thence North 89° 07' 39" East a distance of 397.10 feet to an iron pin found; thence South 89° 06' 52" East a distance of 259.57 feet to an iron pin found and the TRUE POINT OF BEGINNING.

Said tract being 4.674 acres as more particularly shown on survey for City of Holly Springs Downtown Development Authority dated April 14, 2009, prepared by Charles C. Franklin, GRLS. This being the property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 12745, Page 433, Cherokee County, Georgia Deed Records.

TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 343 of the 15th District, 2nd Section, in the City of Holly Springs, Cherokee County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the common corners of Land Lots 306, 307, 343, and 342; proceed thence in a westerly direction North 89° 06' 52" West a distance of 26.91 feet to an iron pin found; thence South 21° 24' 32" East a distance of 71.62 feet to an iron pin found; thence South 00° 39' 34" West a distance of 118.45 feet to an iron pin set on the northern right of way of Hickory Road (variable right of way); thence South 00° 39' 34" West a distance of 59.77 feet to an iron pin found on the southern right of way of Hickory Road (variable right of way) which is the TRUE POINT OF BEGINNING; thence South 00° 49' 44" West a distance of 726.06 feet to an iron pin found; thence North 67° 37' 09" West a distance of 598.81 feet to an iron pin found; thence North 13° 59' 42" East a distance of 323.09 feet to an iron pin found on the southern right of way of Hickory Road (variable right of way) and following the curvature thereof an arc distance of

196.67 feet having a chord bearing of North 83° 17' 47" East and chord distance of 191.85 feet with a radius of 255.60 feet; thence continuing along the southern right of way of Hickory Road (variable right of way) North 61° 15' 30" East a distance of 337.10 feet to an iron pin found and the TRUE POINT OF BEGINNING.

Said tract being 5.891 acres as more particularly shown on survey for City of Holly Springs Downtown Development Authority dated April 14, 2009, prepared by Charles C. Franklin, GRLS. This being the property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 12745, Page 433, Cherokee County, Georgia Deed Records.

TRACT 3:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 343, 15th District, 2nd Section of Cherokee County, Georgia, being a 0.63 acre tract as shown on plat of survey for Ronald H. Dunn and Ruby Nell Dunn prepared by Adams-Sims & Associates, Inc. dated May 23, 1989 and being recorded in Plat Book 37, Page 143, Cherokee County, Georgia Records. This being the property conveyed to the City of Holly Springs, Georgia in Deed Book 12155, Page 489, Cherokee County, Georgia Records.

TRACT 4:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described as follows:
Beginning at the intersection of the southern right of way of Hickory Rd. and the western right of way of Palm Street; thence along the right of way of Palm Street South 05°51'39" East 47.92 feet; thence continuing along the right of way of Palm Street South 09°24'48" East 21.51 feet; thence continuing along the right of way of Palm Street South 12°35'15" East 50.65 feet; thence continuing along the right of way of Palm Street South 15°04'05" East 14.96 feet; thence leaving the right of way North 85°27'35" West 77.73 feet; thence along a curve having a 1320.39' foot radius, with an arc length of 33.31 feet, being subtended by a chord of South 14°07'57" West for a distance of 33.31 feet; thence South 84°43'57" West for a distance of 33.73 feet; thence along a curve to the left having a 1352.39' radius, with an arc length of 60.00 feet, being subtended by a chord of South 11°40'52" West for a distance of 60 feet; thence South 79°35'24" East 7.30 feet; thence South 08°38'26" West a distance of 80.79 feet; thence North 81°21'34" West a distance of 22.80 feet to a point on the east right of way of the L&N Railroad; thence northerly along the east right of way of the L&N Railroad to the intersection with the southerly right of way of Hickory Rd.; thence easterly along the southerly right of way of Hickory Rd. to its intersection with the westerly right of way of Palm St. which is the True Point of Beginning.

This being the same property conveyed to the City of Holly Springs, Georgia in Deed Book 6968, Page 154, Cherokee County, Georgia Deed Records.

TRACT 5:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

To find the Point of Beginning, start at the intersection of the west right of way of Palm Street (40' R/W) and the south line of Land Lot 343; thence running northerly along the west right of way of Palm Street 660.95 feet to a point on the west right of way of Palm Street, which is the Point of Beginning; thence leaving the said right of way South 61°55'38" West a distance of 261.35 feet; thence South 01°41'36" West a distance of 96.99 feet; thence South 01°42'29" West a distance of 209.36 feet to a point on the easterly right of way of the L&N Railroad (100' R/W); thence continuing along the railroad right of way North 05°12'18" West a distance of 288.05 feet; thence continuing along the railroad right of way North 04°49'50" West a distance of 29.50 feet; thence continuing along the railroad right of way along an arc distance of 265.35 feet (chord bearing North 00°21'01" East, chord distance of 264.98 feet, and radius of 1,439.24 feet); thence leaving the railroad right of way South 82°33'37" East a distance of 23.28 feet; thence North 07°34'52" East a distance of 80.67 feet; thence South 80°36'24" East a distance of 7.45 feet; thence along an arc distance of 60.00 feet (chord bearing North 10°31'24" East, chord distance of 59.99 feet, and radius of 1,352.39 feet); thence North 83°38'06" East a distance of 33.77 feet; thence along an arc distance of 33.16 feet (chord bearing North 13°15'26" East, chord distance of 33.16 feet, and radius of 1,320.39 feet); thence South 86°42'39" East a distance of 77.51 feet to a point on the west right of way of Palm Street; thence along the west right of way of Palm Street an arc distance of 332.51 feet (chord bearing South 16°48'07" East, chord distance of 332.51 feet, and radius of 21,193.25 feet) to the Point of Beginning.

Said tract being 2.032 acres as shown on a boundary survey prepared for City of Holly Springs by Gunnin Land Surveying, Inc. dated December 12, 2015. This being the same property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 13741, Page 76, Cherokee County, Georgia Records.

TRACT 6:

All that tract or parcel of land lying and being in Land Lot 344 of the 15th District, 2nd Section of Cherokee County, Georgia, and being business lots Nos. 1, 2, and 3 in the Town of Holly Springs, and originally fronting on the L&N Railroad and running back to the new Highway No. 5 (now the front) and each lot being 26 feet along the front and 80 feet deep, and having thereon a garage and brick filling station, total frontage being 78 feet on Highway No. 5.

This being the same property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 9001, Page 460, Cherokee County, Georgia Records.

Rec: \$22.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

TRACT 7:

All that tract or parcel of land lying and being in Land Lots 306 and 343 of the 15th District, 2nd Section of Cherokee County, Georgia, being in the City of Holly Springs and more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the southwesterly right of way of Jackson Street (having a 40-foot right of way) with the easterly right of way of Holly Springs Parkway (f/k/a Georgia Hwy. No. 5, having an 80 foot right of way); thence running South 31 degrees 43 minutes 30 seconds East as measured along the southwesterly right of way of Jackson Street for a distance of 109.63 feet to a #4 rebar found and corner; thence leaving said right of way and running thence South 81 degrees 00 minutes 00 seconds West for a distance of 46.00 feet to a #4 rebar found and corner located on the easterly right of way of Holly Springs Parkway; thence running North 05 degrees 49 minutes 45 seconds West as measured along the easterly right of way of Holly Springs Parkway for a distance of 58.69 feet to a point; thence continuing along the easterly right of way of Holly Springs Parkway North 08 degrees 27 minutes 30 seconds West for a distance of 42.52 feet to an iron pin located at the intersection of the southwesterly right of way of Jackson Street with the easterly right of way of Holly Springs Parkway, which is the POINT OF BEGINNING. Said tract being shown on a plat of survey prepared for William E. Parker, dated February 13, 1989, prepared by Martin & Norton, Inc.

This being the same property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 7529, Page 75, Cherokee County, Georgia Records.

TRACT 8:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 306 and 343 of the 15th District, 2nd Section, Cherokee County, Georgia, as shown on a plat made by Jerry Thacker and Associates, dated August 30, 1977, and revised on March 21, 1996, and being more particularly described as follows:

BEGINNING at a point at the intersection of the westerly right of way of Jackson Street (having a 40-foot right of way) and the northerly right of way of Holly Street (having a 20-foot right of way); from this POINT OF BEGINNING running thence North 81° 50' West a distance of 76.44 feet to an iron pin placed; thence running North 15° 37' 51" East a distance of 108.56 feet to an iron pin placed on the southwesterly right of way of Jackson Street; running thence South 30° 14' East along the southwesterly right of way of Jackson Street a distance of 90.06 feet to a point; running thence South 01° 37' East a distance of 37.6 feet to the TRUE POINT OF BEGINNING.

Subject to that certain easement reserved in the Warranty Deed recorded at Deed Book 2349, Page 104, Cherokee County, Georgia records.

This being the same property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 10392, Page 241, Cherokee County, Georgia Deed Records.

TRACT 9:

All that tract or parcel of land lying and being in Land Lots 306 and 343 of the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 12791, Page 244, Cherokee County, Georgia Records.

TRACT 10:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 12774, Page 288, Cherokee County, Georgia Records.

TRACT 11:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 12774, Page 291, Cherokee County, Georgia Records.

TRACT 12:

All that tract or parcel of land lying and being in the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 5298, Page 485, Cherokee County, Georgia Records.

TRACT 13:

All that tract or parcel of land lying and being in the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 3005, Page 277, Cherokee County, Georgia Records.

TRACT 14:

All that tract or parcel of land lying and being in the 15th District and 2nd Section, Cherokee County, Georgia, lying and being in the Town of Holly Springs, Georgia, and known as Town Lot No. 4; bounded on the east by L&N Railroad Street; on the north by N.P. Vaughn Garage; on the west by Marietta-Canton Highway; and on the south by J.F. Ragsdale brick store. This tract being 18 feet wide and containing one store building. This being the same property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 5111, Page 342, Cherokee County, Georgia Records.

PT-61 (Rev. 2/18)

To be filed in **CHEROKEE COUNTY**

PT-61 028-2018-010834

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME City of Holly Springs				Exempt Code If no exempt code enter NONE	Govt/NonProfit Public Corp
MAILING ADDRESS (STREET & NUMBER) P.O. Box 990				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Holly Springs, GA 30142 USA		DATE OF SALE 9/24/2018		1A. Estimated fair market value of Real and Personal property	\$3,481,500.00
SECTION B - BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Downtown Development Authority of the City of Holly Sprin ...*				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) P.O. Box 990				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Holly Springs, GA 30142 USA		Check Buyers Intended Use () Residential (x) Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$0.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY CHEROKEE		CITY (IF APPLICABLE) Holly Springs		MAP & PARCEL NUMBER 93N00 005,009,010,014,014B, ...*	ACCOUNT NUMBER
TAX DISTRICT Cherokee	GMD	LAND DISTRICT 15,	ACRES 20.62	LAND LOT 306, 307,343,3 ...*	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None

...* This symbol signifies that the data was too big for the field. The original values are shown below.

MAP & PARCEL NUMBER: 93N00 005,009,010,014,014B,038,038A, 040, etc

LAND LOT: 306, 307,343,342,344

BUYER'S BUSINESS NAME: Downtown Development Authority of the City of Holly Springs, Georgia

CITY OF HOLLY SPRINGS
PO BOX 990
HOLLY SPRINGS, GA 30142-0990
(770)345-5536



B

2024 PROPERTY TAX

PROPERTY INFORMATION

MAP/PARCEL/LOT: 15N14- 103
OWNER NAME: HOLLY SPRINGS DOWNTOWN
LOCATION: 101 PALM ST
BILLING DATE: 04/03/25
DUE DATE: 12/20/24
LEGAL DESCRIPTION: LL 306; 15TH D/TRACT 1PB 80 PG 47

AMOUNT DUE

PAST DUE: 0.00
CURRENT CHARGES: 0.00
PENALTY: 0.00
TOTAL DUE: 0.00

PROPERTY VALUE ASSESSMENTS

FAIR MARKET LAND VALUE: 0
FAIR MARKET IMPROVEMENT VALUE: 2,798,200
IMPROVEMENT VALUE: 1,119,280
CITY TAX NET VALUE: 0
FIRE TAX NET VALUE: 0

EXEMPTIONS

City Tax 100% Exempt 1,119,280
Fire Tax 100% Exempt 1,119,280

CURRENT CHARGES DETAIL

DESCRIPTION	UNITS	RATE	AMOUNT
Real Prop City Tax	1.00	4.000000	0.00
Real Prop Fire Tax	1.00	2.888000	0.00

SPECIAL MESSAGE

If you have sold this property, forward the bill to the new owner and fax a copy of the settlement statement to 770-345-0209. If you have an escrow, forward the tax bill to your mortgage company as soon as possible.

Pursuant to state law (O.C.G.A. 48-2-40) interest will be added to this bill monthly if the balance is not paid by the due date. Pursuant to state law (O.C.G.A. 48-2-44) penalties will also be added to the unpaid balance beginning 120 days after the due date.

Please see our website, www.hollyspringsga.us, regarding senior exemption qualifications. Questions regarding county exemptions, assessments or the fair market value of your property should be directed to the Cherokee County Assessor's office at 678-493-6120.

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

ACCOUNT INFORMATION

MAP/PARCEL/LOT: 15N14- 103 ACCOUNT ID: 6618
LOCATION: 101 PALM ST
TAX YEAR: 2024

AMOUNT DUE

CURRENT DUE: 0.00
PENALTY: 0.00
TOTAL DUE: 0.00

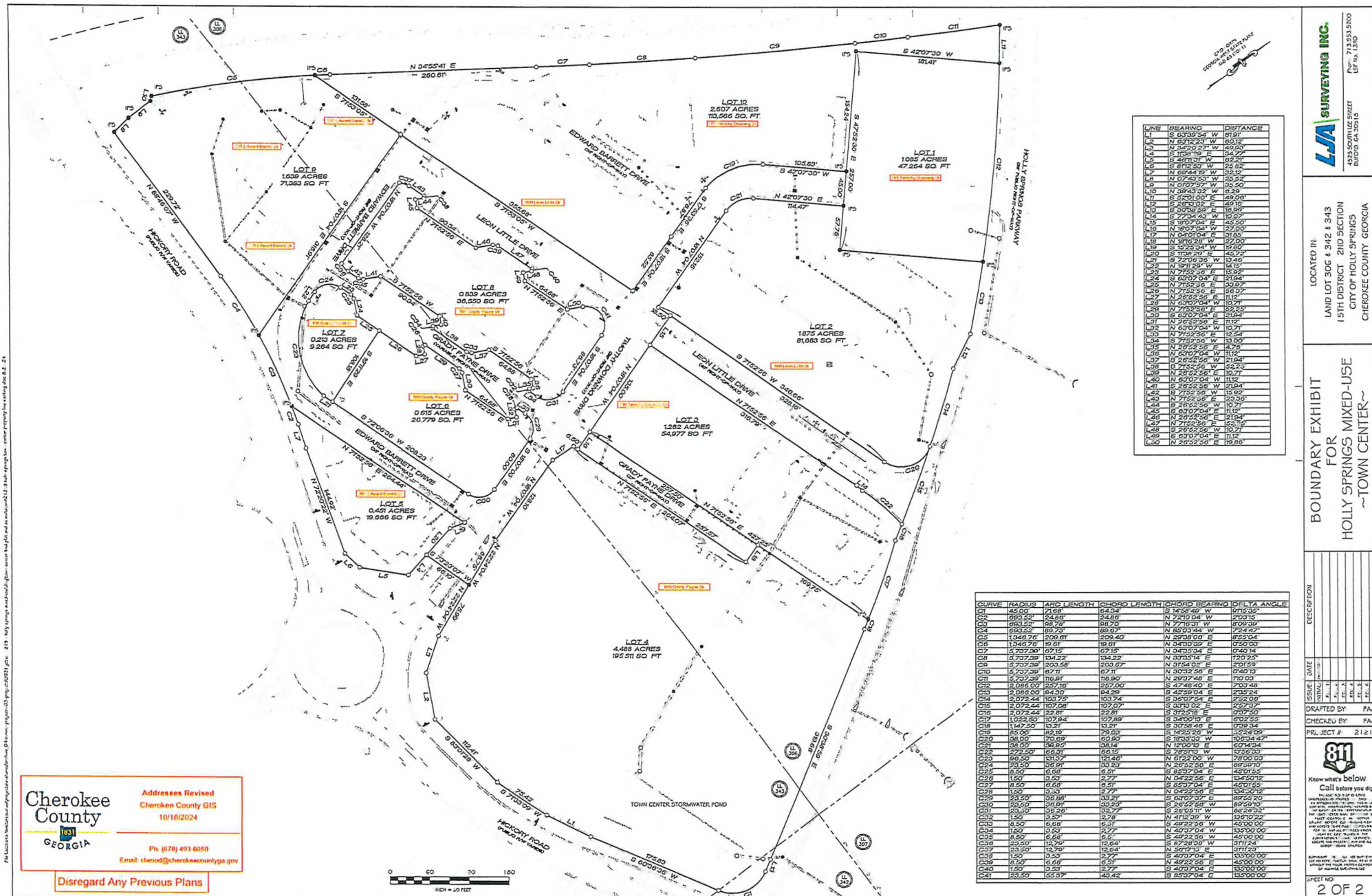


HOLLY SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY
100 HICKORY CIRCLE
CANTON, GA 30114

AMOUNT ENCLOSED

MAKE CHECKS PAYABLE TO:

CITY OF HOLLY SPRINGS
PO BOX 990
HOLLY SPRINGS, GA 30142-0990



THIS PLAN IS A PRELIMINARY CONCEPT PLAN AND SHOULD NOT BE USED FOR ZONING SUBMITTALS NOR PERMIT SUBMITTALS. IT SHOULD NOT BE USED BY ANY CONTRACTOR OR SUBCONTRACTOR FOR CONSTRUCTION PURPOSES. THIS PLAN WAS PREPARED FOR OUR CLIENT AND SHOULD NOT BE USED BY ANYONE OTHER THAN THE CLIENT FOR ANY PURPOSE.



EX-1

E





GENERAL NOTES

1 REFER TO STRUCTURAL DRAWINGS FOR ALL SPECIFICATIONS AND DETAILS
- CALDWELL CLINE ARCHITECTS DRAWINGS ARE FOR EXTERIOR FINISH MATERIALS ONLY

1 REFER TO PRE-CAST DRAWINGS FOR ALL STAIR SPECIFICATIONS
- CALDWELL CLINE ARCHITECTS TO PROVIDE STAIR/RAILING DETAILS
- PRE-CAST DRAWINGS CHECKED & VERIFIED FOR EGRESS COMPLIANCE

SCOPE OF WORK

1 Proposed 4 Level Open Parking Deck

PLAN REVISIONS



CODES & STANDARDS

2018 - (IBC) International Building Code with 2020 Amendments
2018 - (IRC) International Residential Code with 2020 IRC Amendments
2018 - International Fire Code
2018 - International Plumbing Code with 2020 Amendments
2018 - International Mechanical Code with 2020 Amendments
2018 - International Fuel Gas Code with 2020 Amendments
2017 - (NEC) National Electric Code
2015 - (IECC) International Energy Conservation Code with 2020 Georgia Supplements and Amendments
2018 - International Swimming Pool and Spa Code with 2020 Georgia Amendments
2018 - NFPA 101 Life Safety Code

PROJECT DATA

BUILDING CODE 2018 EDITION INTERNATIONAL BUILDING CODE
NEW CONSTRUCTION - PROPOSED 4- LEVEL PARKING DECK (OPEN)
CONSTRUCTION TYPE II-A NOT SPRINKLERED

OCCUPANCY

STORAGE S-2 LOW
PARKING GARAGE OPEN

ACCESSORY OCCUPANCIES

STORAGE ROOMS



AREA SUMMARY

STORY NO	BUILDING AREA PER STORY / LEVEL (ACTUAL)	ALLOWABLE AREA OR UNLIMITED*	MAXIMUM BUILDING AREA*
LEVEL 1	28 500	50 000	200 000
LEVEL 2	28 500	50 000	
LEVEL 3	28 500	50 000	
LEVEL 4	21 300	50 000	
TOTAL	106 800		

BUILDING HEIGHT

	ALLOWABLE (TABLE 406.5.4)	INCREASE FOR SPRINKLERS	SHOWN ON PLANS	CODE REFERENCE
TYPE OF CONSTRUCTION	TYPE IIA	TYPE IIA		
BUILDING HEIGHT IN FEET	10 TIERS	FEET+ H + 20 =	57 -7"	TABLE 406.5.4
BUILDING HEIGHT IN STORIES	10 TIERS	STORIES + 1 =	4 TIERS	TABLE 406.5.4

PROJECT LOCATION / CONTACT

HOLLY SPRINGS TOWN CENTER
HOLLY SPRINGS GEORGIA 30115

INDEX OF DRAWINGS

A0 COVER SHEET

ARCHITECTURAL

A11 P1 - PLAN LAYOUT
A12 P2 - PLAN LAYOUT
A13 P3 - PLAN LAYOUT
A14 P4 - PLAN LAYOUT
A21 SOUTH/NORTH ELEVATIONS
A22 EAST/WEST ELEVATIONS
A23 STAIR TOWER 'A' SOUTH/EAST ELEVATIONS / DETAILS
A24 STAIR TOWER 'B' WEST/SOUTH ELEVATIONS / DETAILS
A31 STAIR TOWER 'A' PLANS
A32 STAIR TOWER 'B' PLANS
NFPA 01 ADA STANDARDS
NFPA 02 ADA STANDARDS

PROJECT TEAM

Architect
Caldwell Cline Architects
222 Crescent Circle
Marietta Georgia 30064
(770) 424-3882
Contact Roger Caldwell
roger@caldwellcline.com

Civil Engineer
Southeastern Engineering Inc.
Contact Kevin Clark
tel (770) 321-3936
kclark@seengineering.com

**Electrical - Fire Alarm
Mechanical - Sprinkler-Standpipe**
Newcomb & Boyd
Contact Matt Eason
tel (404) 730 8555
MEason@newcomb-boyd.com

Structural - Retaining Walls
Kimley - Horn
Contact Jason Manners
tel (404) 900-7012
Jason.Manners@kimley-horn.com

Authorized Agent
Charles D Heiser Jr
625 W Crossville Rd #204
Roswell Georgia 30075
(678) 426-5300
cheiserjr@stonecresthomesga.com

PROJECT

HOLLY SPRINGS
PARKING DECK
HOLLY SPRINGS, GEORGIA 30142



CALDWELL • CLINE
ARCHITECTS • DESIGNERS
222 Crescent Circle Marietta GA 30064
Phone 770 424 3882 Fax 770 424 4237
WWW.CALDWELLCLINE.COM

The owner is the owner of record and is responsible for the accuracy of the information provided. The architect is not responsible for the accuracy of the information provided by the owner.

1) Contractor shall verify all dimensions prior to providing any quantities.

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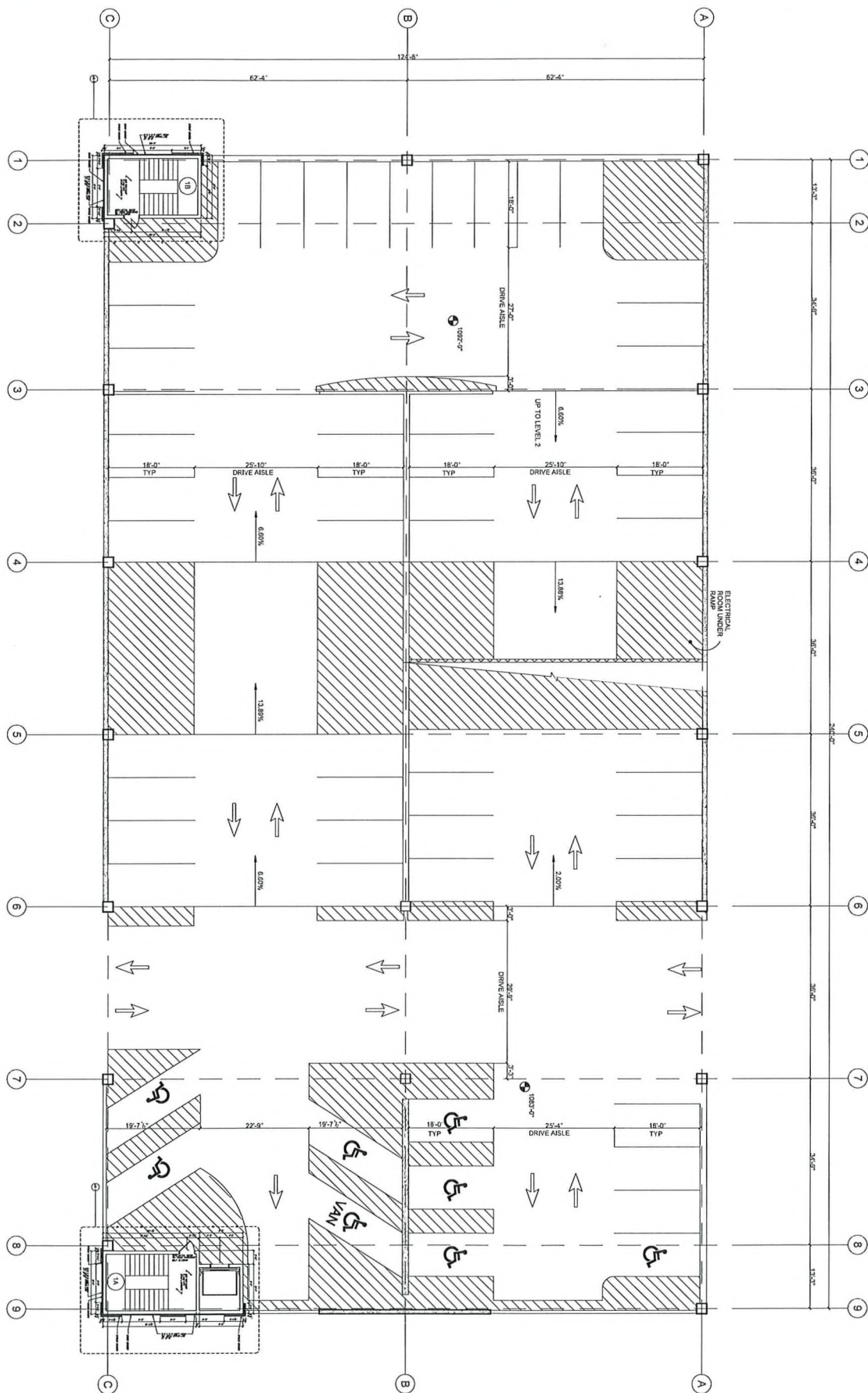
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ISSUED FOR
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DATE	PROJECT NUMBER
01-10-24	220105

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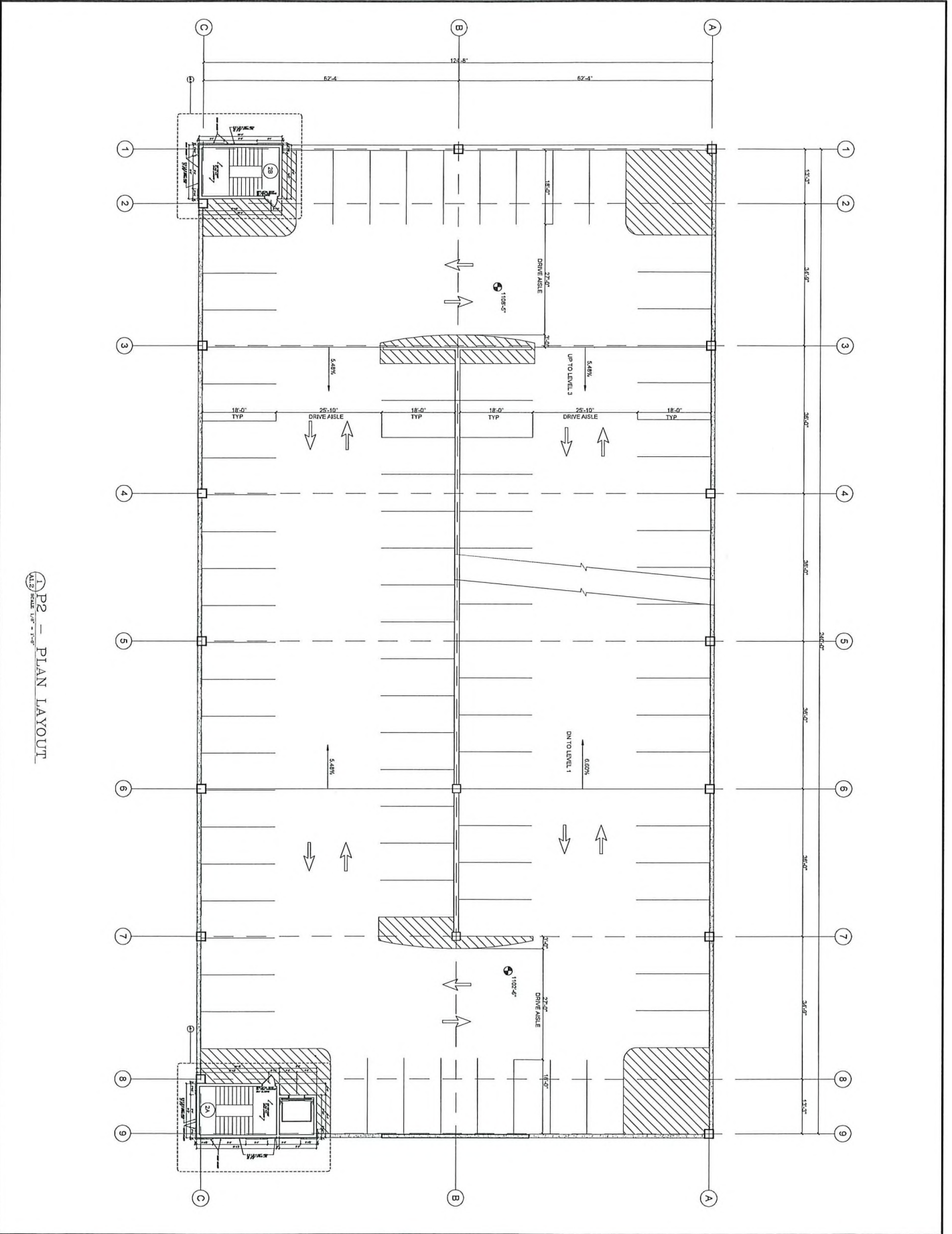
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ARCHITECTS ♦ DESIGNERS

222 Crescent Circle - Marietta, GA 30064
Phone 770-424-3882 - Fax 770-424-2377
www.coldwellccline.com

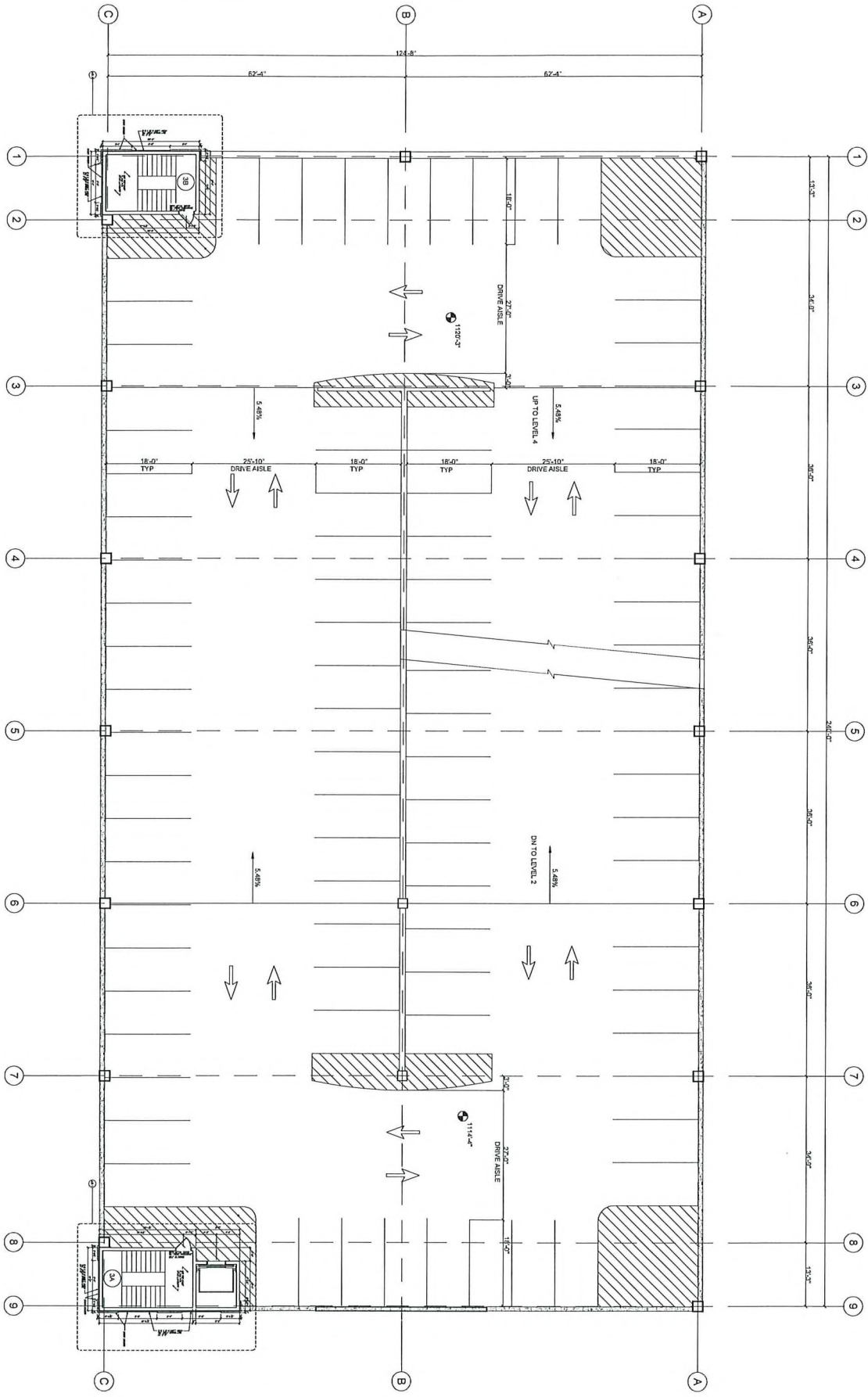


HOLLY SPRINGS
PARKING DECK
HOLLY SPRINGS, GEORGIA 30142

PROJECT

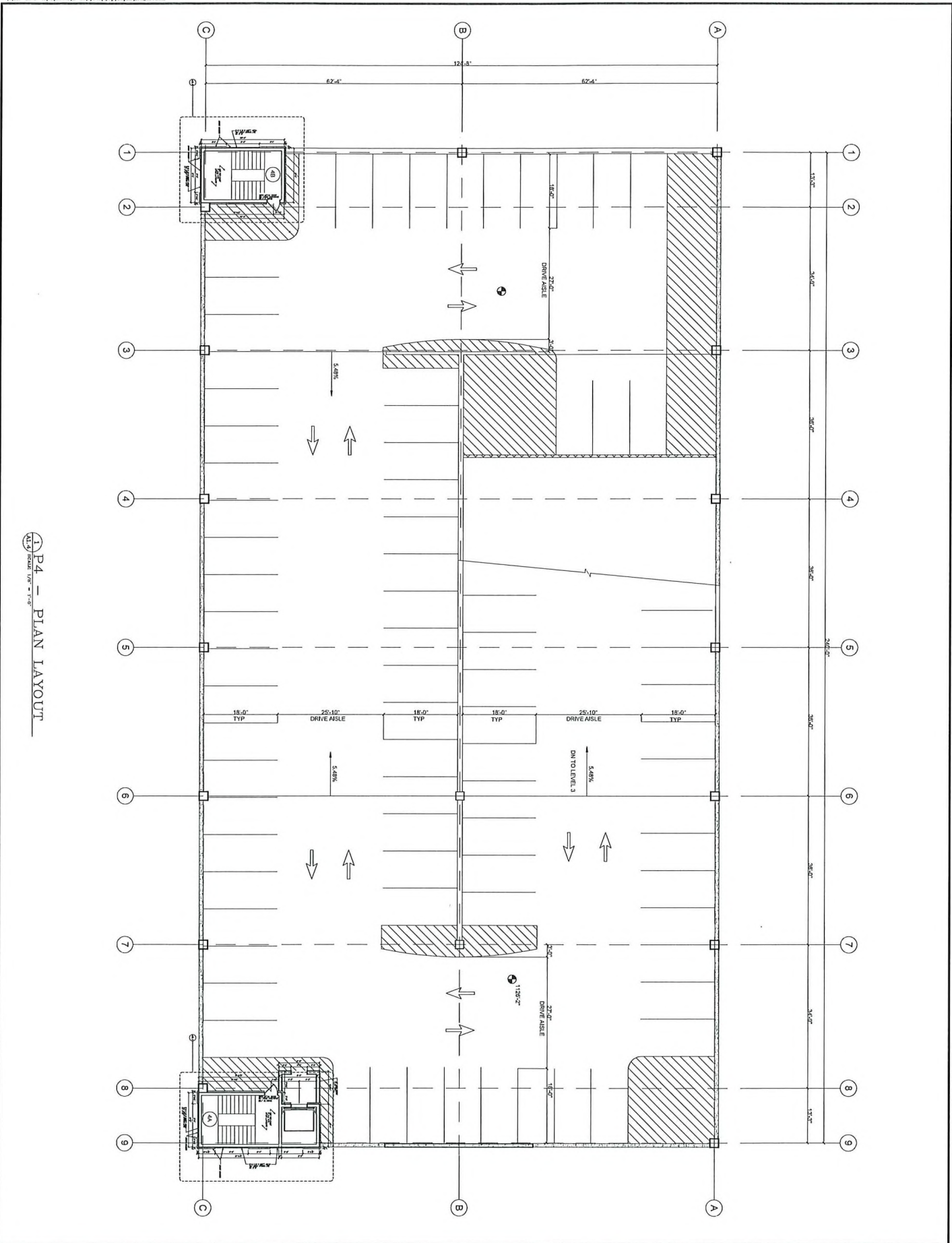


ISSUED FOR PROJECT AL.2		CALDWELL • CLINE ARCHITECTS • DESIGNERS 222 Crescent Circle - Marietta, GA 30064 Phone 770-424-3882 - Fax 770-424-2377 www.caldwellcline.com		HOLLY SPRINGS PARKING DECK HOLLY SPRINGS, GEORGIA 30142 PROJECT
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P3 - PLAN LAYOUT
 SCALE: 1/8" = 1'-0"

ISSUED FOR PERMIT DATE AT 3	STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS 910-670-7055	CALDWELL • CLINE ARCHITECTS • DESIGNERS 222 Crescent Circle - Marietta, GA 30064 Phone 770-424-3882 - Fax 770-424-2377 www.caldwellcline.com	HOLLY SPRINGS PARKING DECK HOLLY SPRINGS, GEORGIA 30142	PROJECT
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① P4 - PLAN LAYOUT
A1.4 SCALE 1/8" = 1'-0"

PROJECT

HOLLY SPRINGS
PARKING DECK
HOLLY SPRINGS, GEORGIA 30142



CALDWELL & CLINE
ARCHITECTS & DESIGNERS

222 Central Circle - Marietta, GA 30064
Phone 770-424-2882 - Fax 770-424-2377
www.caldwellcline.com

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1) This drawing is not to be used for any other project without the written permission of Caldwell & Cline, Inc.

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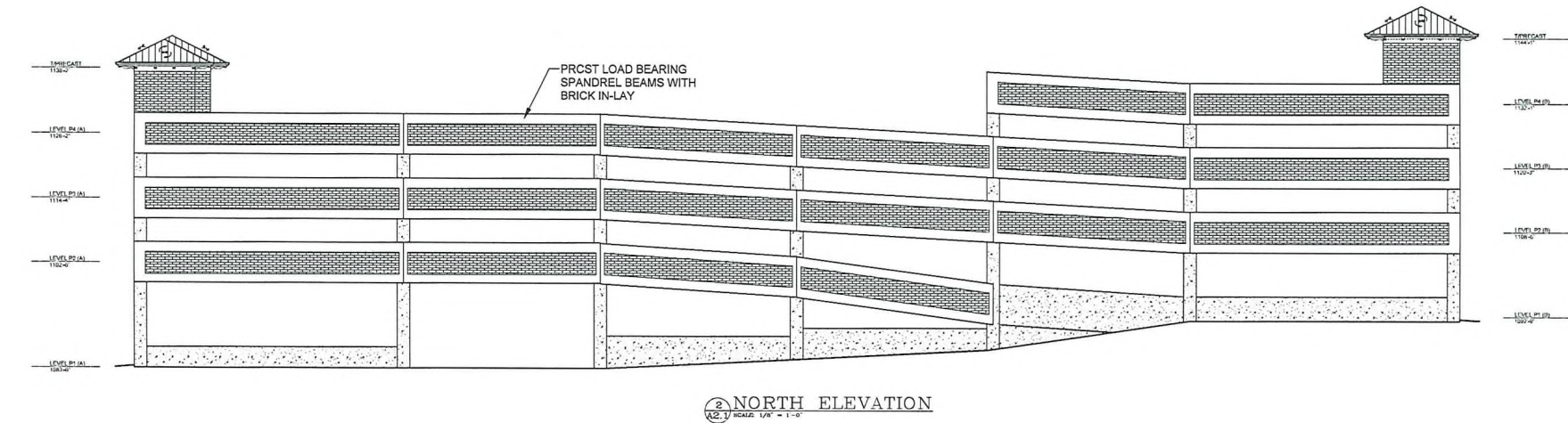
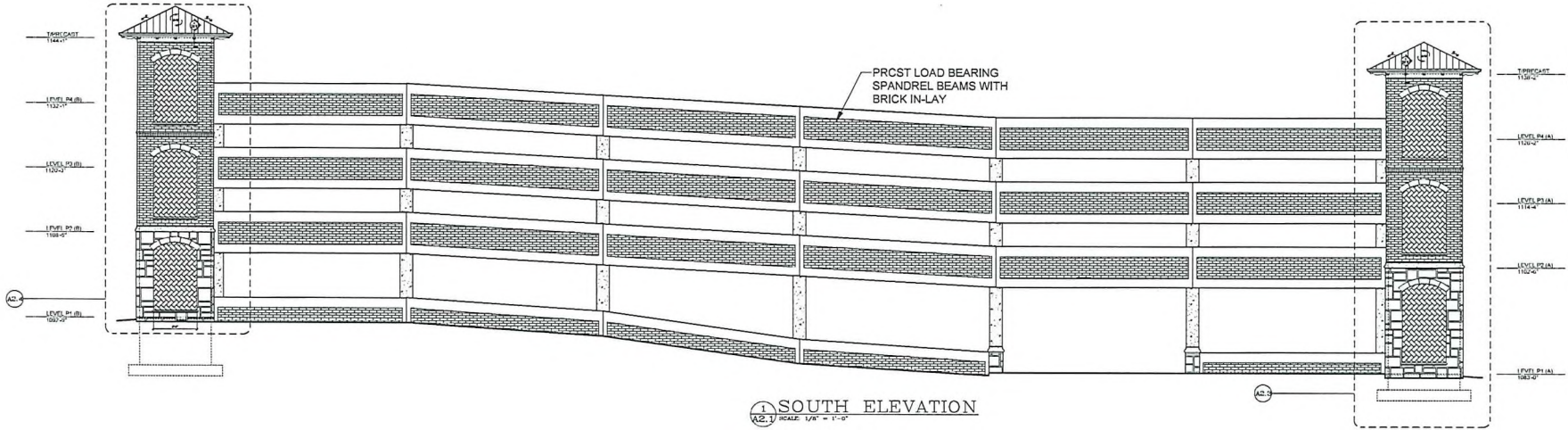
3) This drawing is not to be used for any other project without the written permission of Caldwell & Cline, Inc.

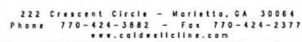
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DATE	PROJECT NUMBER
01-10-24	220105
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CHECKED BY	

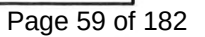


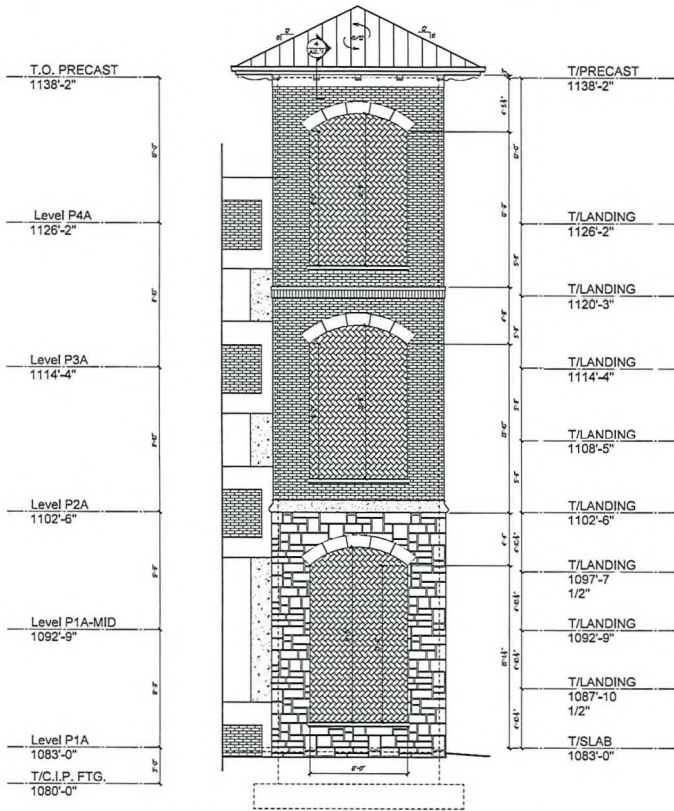
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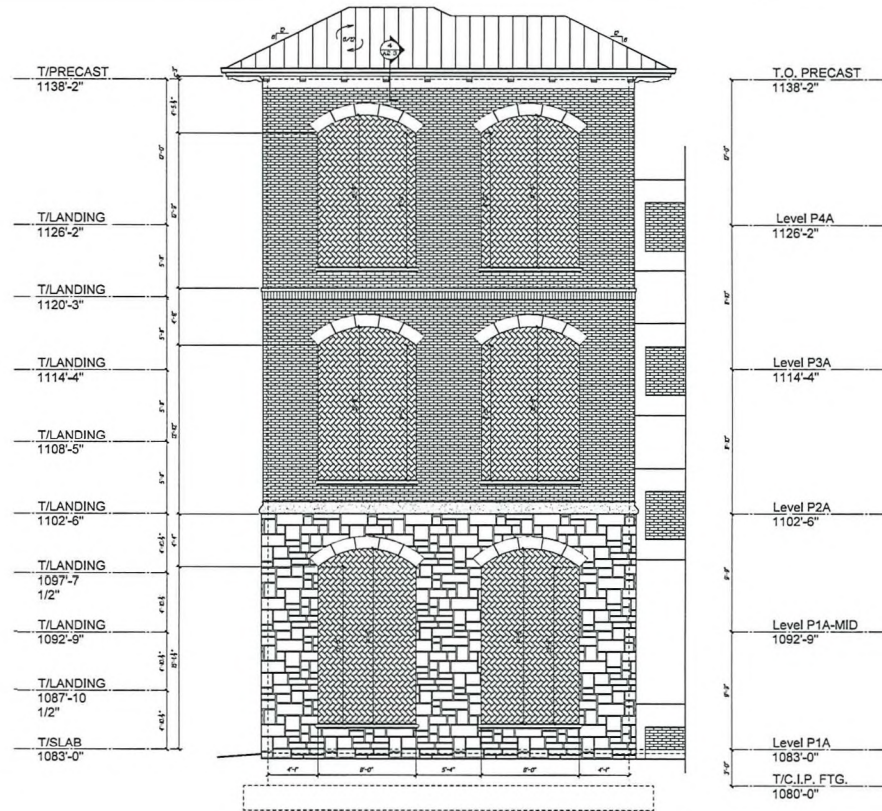


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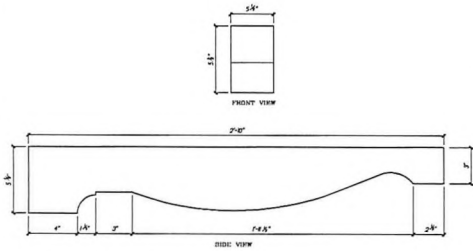




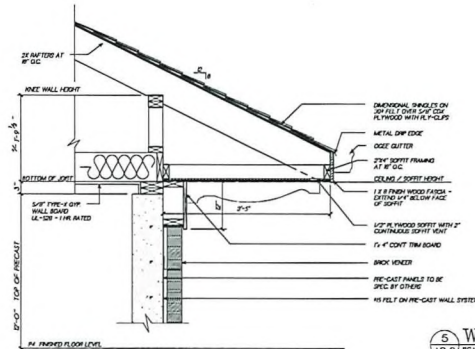
1 STAIR TOWER "A" SOUTH ELEVATION
A2.3 SCALE: 1/4" = 1'-0"



2 STAIR TOWER "A" EAST ELEVATION
A2.3 SCALE: 1/4" = 1'-0"



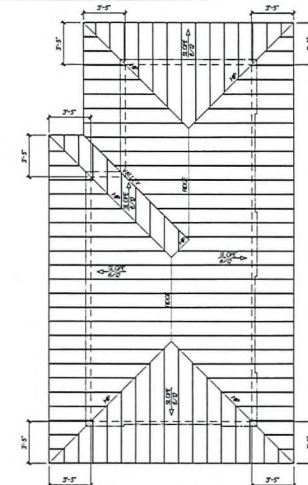
3 BRACKET DETAIL
A2.3 SCALE: 1/2" = 1'-0"



4 CORNICE SECTION
A2.3 SCALE: 1/2" = 1'-0"



5 WATERTABLE SECTION
A2.3 SCALE: 1/2" = 1'-0"



6 STAIR & ELEVATOR TOWER ROOF A - PLAN
A2.3 SCALE: 1/4" = 1'-0"

PROJECT

HOLLY SPRINGS
PARKING DECK
HOLLY SPRINGS, GEORGIA 30142



CALDWELL & CLINE
ARCHITECTS & DESIGNERS
222 Chestnut Circle - Marietta, GA 30064
Phone 770-424-3882 Fax 770-424-2377
WWW.CALDWELLCLINE.COM

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1) Contractor must verify all dimensions prior to construction.

2) Contractor must verify all conditions with ALL OTHER BUILDING DEPT. before any work is done on the project.

3) These drawings include only preliminary work. All other work shall be verified by the user and shall be subject to change without notice.

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DRAWN BY: JLC
CHECKED BY: JLC
DATE: 01-10-24
PROJECT NUMBER: 220105

01/26/2024

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A2.3

PROJECT

HOLLY SPRINGS
PARKING DECK
HOLLY SPRINGS, GEORGIA 30142



CALDWELL • CLINE
ARCHITECTS • DESIGNERS

222 CRANFORD CIRCLE - MARILLING, GA 30084
Phone 770-444-2377 FAX 770-444-2377

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PLEASE NOTE: Caldwell Architects Inc. assumes no liability for any conditions existing from the date of the completion of the drawings.

1) General and only (A) MATERIALS per the drawings.

2) Structural and only conditions with (A) (SEE DRAWING NOTES).

3) All work shall conform to the latest edition of the International Building Code (IBC) and the Georgia Building Code.

4) Any other conditions shall be noted on the drawings.

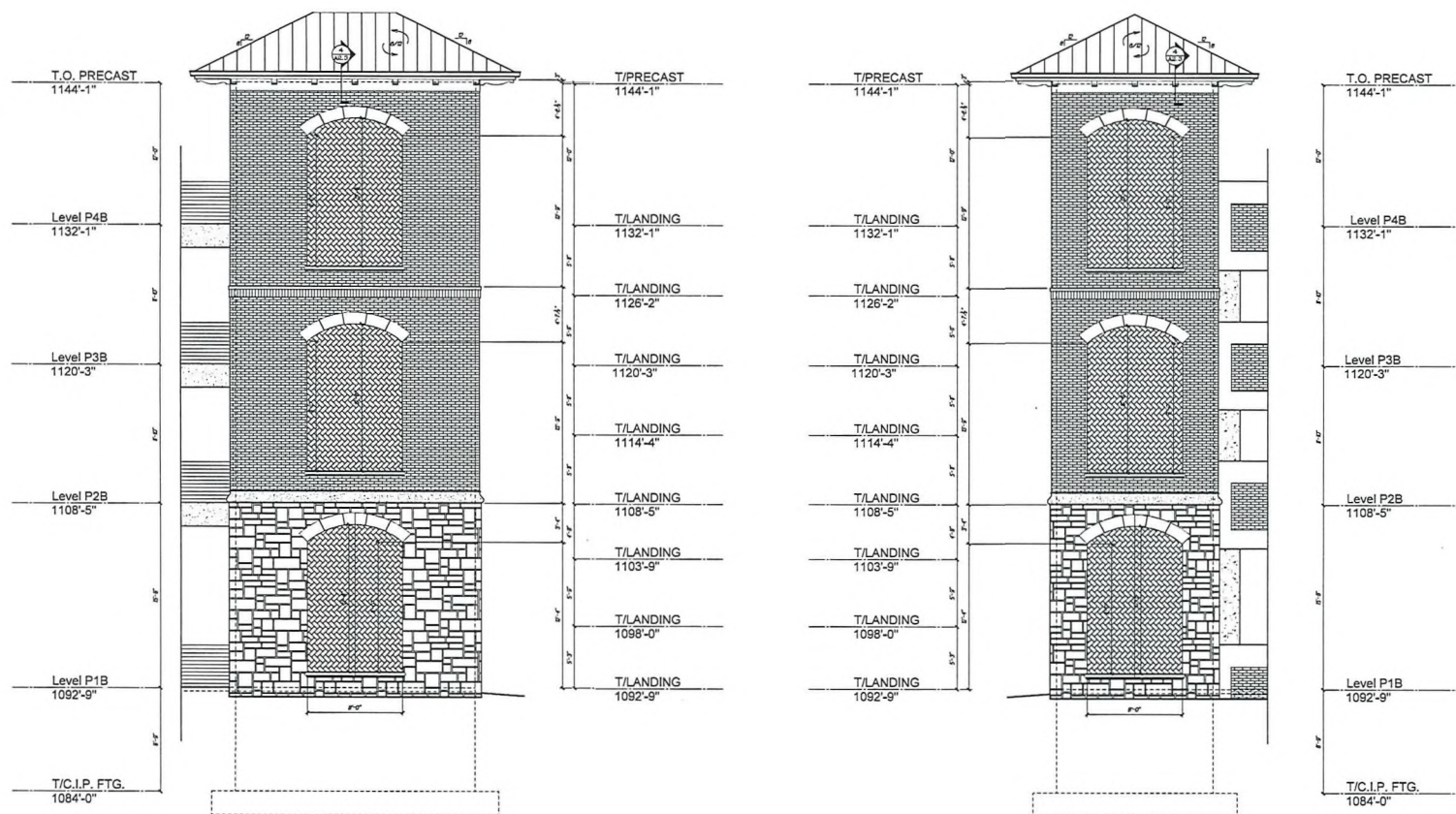
5) All drawings of modifications to the drawings shall be noted and approved by Caldwell Architects Inc. prior to construction.

6) Copyright Caldwell Architects Inc.

DATE	PROJECT NUMBER
01-10-24	220105
DESIGNED BY	CHECKED BY
JLC	

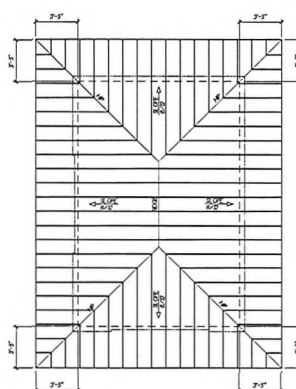


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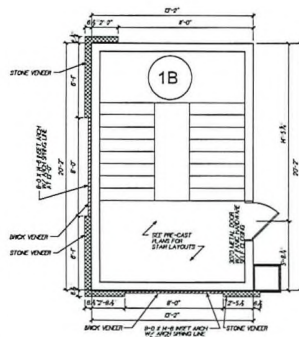


① STAIR TOWER "B" WEST ELEVATION
A2.4 SCALE: 1/4" = 1'-0"

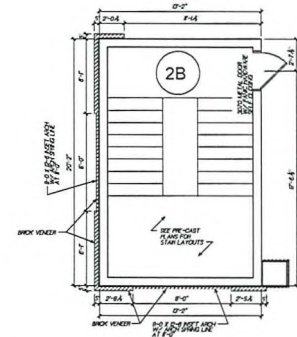
② STAIR TOWER "B" SOUTH ELEVATION
A2.4 SCALE: 1/4" = 1'-0"



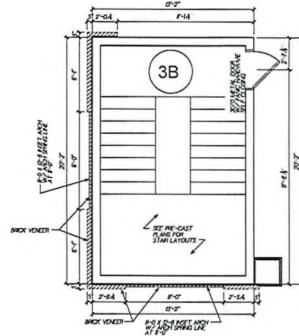
③ STAIR & ELEVATOR TOWER ROOF B - PLAN
A2.4 SCALE: 1/4" = 1'-0"



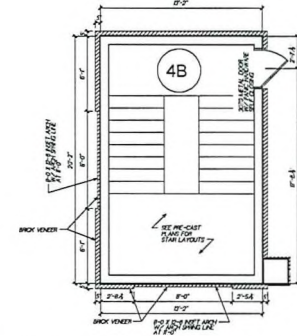
1 STAIR & ELEVATOR TOWER P1B - PLAN
A3 2 SCALE: 1/4" = 1'-0"



2 STAIR & ELEVATOR TOWER P2B - PLAN
A3 2 SCALE: 1/4" = 1'-0"



3 STAIR & ELEVATOR TOWER P3B - PLAN
A3 2 SCALE: 1/4" = 1'-0"



4 STAIR & ELEVATOR TOWER P4B - PLAN
A3 2 SCALE: 1/4" = 1'-0"

PROJECT

HOLLY SPRINGS
PARKING DECK
HOLLY SPRINGS, GEORGIA 30142



CALDWELL & CLINE
ARCHITECTS & DESIGNERS
222 Chestnut Circle - Marietta GA 30064
Phone 770-424-2882 Fax 770-424-2377
WWW.CALDWELLCLINE.COM

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1) Contractor must verify ALL DIMENSIONS prior to construction.

2) Contractor must verify conditions with ALL LOCAL BUILDING CODES.

3) All work must be done in accordance with the building code.

4) Plans indicate building only existing and not to be constructed.

5) All structures or modifications to the plan must be reviewed and approved by Caldwell & Cline, Inc. prior to construction.

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DATE: 01-10-24	PROJECT NUMBER: 220105
DESIGN BY: JLC	REVISED BY:
ISSUED BY:	



ISSUED FOR PERMIT
SHEET
A3 2



DEPT-90K: Two classes and four topics used by previous [78] and authors were from Law or public.

[illegible]

45122 *Persea* sp. in number with a few other tree species (125 m) and
predominant species in lower of 200 m of altitude.



402.4 Inventory Overview, includes measuring dimensions of items and prices and supply with 402.4. Inventory dimensions and select the UI with it the survey and the required data on Supply and Inventory.



2002). The authors conclude that the use of a standardised questionnaire is a feasible method for the assessment of the prevalence of mental health problems in the workplace. The authors also note that the use of a standardised questionnaire is a feasible method for the assessment of the prevalence of mental health problems in the workplace.



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with between 100 and 150 birds (75 on average).
 0.5 ha. For the last survey we used 10 more (70 on average).
 0.5 ha. Landings, foraging and time taken to the bag and the between 1 and 100 birds.
 Landings and foraging with 0.5 ha.

[illegible]

4532. G. is short, 4 and a half, and is proud that possibly the group of 4 is his [10] and I think you, then my father of the group is often a little [10] to the first line in your notes.



Figure 686.3 Status of Cash Receipts



On 12 September 2003, the first of the four new papers, *British Journal of Health Services Research*, was launched as the first of the new journals. The leading title will also be an addition to the long-standing *Journal of Health Services Research*, leading to the leading

[illegible]

CD4⁺ T-cells. Mixed lesions is generally used as a shorthand term for the presence of both types of lesions. Each cell type and each lesion has a time span of about 1200 and 300 days, respectively, and the two lesions are mutually exclusive. The first type is the one of the most important for the outcome. One of the best [1200] and outcome for 30 and [300] and outcome year and as indicated in that the best and [1200] and outcome length is the duration of the latency stage of the last type of virus. One of the best [1200] and outcome for 30 and [300] and outcome year and the outcome result and as indicated in outcome.

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ARCHITECTS ◊ DESIGNERS

222 Crescent Circle - Marietta, GA 30066
Phone 770-424-3882 • Fax 770-424-2377
www.caldwellcline.com

HOLLY SPRINGS
PARKING DECK
HOLLY SPRINGS, GEORGIA 30142

PROJECT

COHS - Parking Deck

EXTERIOR SELECTIONS	
PAINT:	
TRIM	SW 6385 Dover White
WOOD ACCENT BRACKETS	SW 3542 Chestnut
PAINTED BRICK PANELS	SW 7017 Dorian Gray
GUTTERS & DOWNS	Dark Bronze
MASONRY:	
BRICK	General Shale - River Shoals - Queen
MORTAR	Argos Ivory Buff
STONE	Elberton Granite Rubble Stone
ROOFING:	
METAL	24 ga Standing Metal Seam Color: Dark Bronze

ITEM REPORT

AGENDA ITEM NUMBER: III.D.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 16, 2025

AGENDA ITEM: Certificate of Appropriateness (CA-03-2025) for the new Holly Springs City Hall located at 130 Timothy Downing Drive, Holly Springs, Georgia, tax parcel 103 of tax plat 15N14.

EXECUTIVE SUMMARY:

Caldwell Cline Architects & Designers and CPL have completed the building plans for the new Holly Springs City Hall in the Town Center. The City plans to send out the request for qualifications (RFQ-2025-02) this spring for the new City Hall. The City of Holly Springs City Council plans to award the project this summer. Pursuant to the City of Holly Springs Commercial Corridor Design Overlay District Guidelines, adopted by the Mayor and City Council on May 15, 2016, applications for certificates of appropriateness must be presented in meetings of the Design Review Committee for consideration. The Downtown Development Authority serves as the Design Review Committee for certificate of appropriateness applications submitted within the Holly Springs Town Center District. The new Holly Springs City Hall is within the Holly Springs Town Center District.

FISCAL IMPACT:

There is no fiscal impact for a certificate of appropriateness.

ATTACHMENTS:

1. Application CA-03-2025

RECOMMENDATION:

Staff recommends approval of the certificate of appropriateness.

CONCURRENCES:

Administration and Community Development.



TOWN CENTER CERTIFICATE OF APPROPRIATENESS APPLICATION

Application CA- 03-2025

Hearing Date April 16, 2025

Date of Application April 8, 2025

Applicant City of Holly Springs

Owner Downtown Development Authority of Holly Springs
(If other than Applicant)

Address 3237 Holly Springs Parkway
Holly Springs, GA

Address P.O. Box 990
Holly Springs, GA

Zip Code 30115 Phone 770-345-5536

Zip Code 30142 Phone 770-345-5536

Email: rlogan@hollyspringsga.us

Email: rlogan@hollyspringsga.us

Signature Robert H Logan

Signature Robert H Logan

Address/Location of Property 130 Timothy Downing Drive

Map/Parcel ID 15N14-103

Description of Project:

The proposed project is the new City of Holly Springs City Hall in the Town Center.

***** Attach additional sheets as needed*****

The following information must be attached to completed application:

- A ☒ Warranty Deed
- B ☒ Tax Documentation
- C ☒ Survey Plat by Registered Surveyor
- D ☒ Site Development Plan by Registered Surveyor
- E ☒ Color Renderings of Proposed/Renovated Structures with Materials/Colors List
- F ☒ Materials Board

Do Not Write Below Line

Downtown Development Authority Decision

Approved _____

Denied _____

Stipulations _____

A

return to:

529229
CITY OF HOLLY SPRINGS
P.O. BOX 990
HOLLY SPRINGS, GA 30142

Return Recorded Document to:
Dyer & Rusbridge, P.C.
291 E. Main Street
Canton, GA 30114

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF CHEROKEE

THIS INDENTURE, made the 24th day of September, 2018, between **City of Holly Springs, Georgia**, of the County of **Cherokee**, and State of Georgia, as party of the first part, hereinafter called Grantor, and **Downtown Development Authority of the City of Holly Springs, Georgia**, as party of the second part, hereinafter called Grantee (the words "Grantor(s)" and "Grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 305, 306, 343 and 344 of the 15th District, 2nd Section, in the City of Holly Springs, Cherokee County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Rec: \$22.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

Signed, sealed, and delivered in
the presence of:

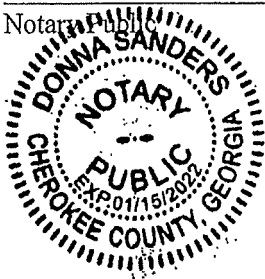
Jake Resendez
Unofficial Witness

CITY OF HOLLY SPRINGS, GEORGIA

Steven W. Miller (SEAL)
By: Steven W. Miller, Mayor

Donna Sanders
Notary Public

Karen Norred (SEAL)
Attest By: Karen Norred, City Clerk



COPY

EXHIBIT "A"

TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 343 of the 15th District, 2nd Section, in the City of Holly Springs, Cherokee County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the common corners of Land Lots 306, 307, 343 and 342; proceed thence in a westerly direction North 89° 06' 52" West a distance of 26.91 feet to an iron pin found, which is the TRUE POINT OF BEGINNING; thence South 21° 24' 32" East a distance of 71.62 feet to an iron pin found; thence South 00° 39' 34" West a distance of 118.45 feet to an iron pin set on the northern right of way of Hickory Road (variable right of way); thence along the northern right of way of Hickory Road (variable right of way) South 60° 34' 51" West a distance of 152.30 feet; running thence southwesterly along the northern right of way of Hickory Road (variable right of way) and following the curvature thereof an arc distance of 516.21 feet having a chord bearing of South 85° 29' 52" West and a chord distance of 500.09 feet with a radius of 593.50 feet; thence North 69° 35' 07" West a distance of 63.99 feet to an iron pin set; thence leaving the right of way of Hickory Road (variable right of way) North 02° 02' 28" East a distance of 275.00 feet to an iron pin found; thence North 89° 07' 39" East a distance of 397.10 feet to an iron pin found; thence South 89° 06' 52" East a distance of 259.57 feet to an iron pin found and the TRUE POINT OF BEGINNING.

Said tract being 4.674 acres as more particularly shown on survey for City of Holly Springs Downtown Development Authority dated April 14, 2009, prepared by Charles C. Franklin, GRLS. This being the property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 12745, Page 433, Cherokee County, Georgia Deed Records.

TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 343 of the 15th District, 2nd Section, in the City of Holly Springs, Cherokee County, Georgia, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, begin at the common corners of Land Lots 306, 307, 343, and 342; proceed thence in a westerly direction North 89° 06' 52" West a distance of 26.91 feet to an iron pin found; thence South 21° 24' 32" East a distance of 71.62 feet to an iron pin found; thence South 00° 39' 34" West a distance of 118.45 feet to an iron pin set on the northern right of way of Hickory Road (variable right of way); thence South 00° 39' 34" West a distance of 59.77 feet to an iron pin found on the southern right of way of Hickory Road (variable right of way) which is the TRUE POINT OF BEGINNING; thence South 00° 49' 44" West a distance of 726.06 feet to an iron pin found; thence North 67° 37' 09" West a distance of 598.81 feet to an iron pin found; thence North 13° 59' 42" East a distance of 323.09 feet to an iron pin found on the southern right of way of Hickory Road (variable right of way) and following the curvature thereof an arc distance of

Rec: \$22.00 TRANSFER TAX \$0.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

196.67 feet having a chord bearing of North 83° 17' 47" East and chord distance of 191.85 feet with a radius of 255.60 feet; thence continuing along the southern right of way of Hickory Road (variable right of way) North 61° 15' 30" East a distance of 337.10 feet to an iron pin found and the TRUE POINT OF BEGINNING.

Said tract being 5.891 acres as more particularly shown on survey for City of Holly Springs Downtown Development Authority dated April 14, 2009, prepared by Charles C. Franklin, GRLS. This being the property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 12745, Page 433, Cherokee County, Georgia Deed Records.

TRACT 3:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 343, 15th District, 2nd Section of Cherokee County, Georgia, being a 0.63 acre tract as shown on plat of survey for Ronald H. Dunn and Ruby Nell Dunn prepared by Adams-Sims & Associates, Inc. dated May 23, 1989 and being recorded in Plat Book 37, Page 143, Cherokee County, Georgia Records. This being the property conveyed to the City of Holly Springs, Georgia in Deed Book 12155, Page 489, Cherokee County, Georgia Records.

TRACT 4:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section, Cherokee County, Georgia, and being more particularly described as follows:
Beginning at the intersection of the southern right of way of Hickory Rd. and the western right of way of Palm Street; thence along the right of way of Palm Street South 05°51'39" East 47.92 feet; thence continuing along the right of way of Palm Street South 09°24'48" East 21.51 feet; thence continuing along the right of way of Palm Street South 12°35'15" East 50.65 feet; thence continuing along the right of way of Palm Street South 15°04'05" East 14.96 feet; thence leaving the right of way North 85°27'35" West 77.73 feet; thence along a curve having a 1320.39' foot radius, with an arc length of 33.31 feet, being subtended by a chord of South 14°07'57" West for a distance of 33.31 feet; thence South 84°43'57" West for a distance of 33.73 feet; thence along a curve to the left having a 1352.39' radius, with an arc length of 60.00 feet, being subtended by a chord of South 11°40'52" West for a distance of 60 feet; thence South 79°35'24" East 7.30 feet; thence South 08°38'26" West a distance of 80.79 feet; thence North 81°21'34" West a distance of 22.80 feet to a point on the east right of way of the L&N Railroad; thence northerly along the east right of way of the L&N Railroad to the intersection with the southerly right of way of Hickory Rd.; thence easterly along the southerly right of way of Hickory Rd. to its intersection with the westerly right of way of Palm St. which is the True Point of Beginning.

This being the same property conveyed to the City of Holly Springs, Georgia in Deed Book 6968, Page 154, Cherokee County, Georgia Deed Records.

TRACT 5:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

To find the Point of Beginning, start at the intersection of the west right of way of Palm Street (40' R/W) and the south line of Land Lot 343; thence running northerly along the west right of way of Palm Street 660.95 feet to a point on the west right of way of Palm Street, which is the Point of Beginning; thence leaving the said right of way South 61°55'38" West a distance of 261.35 feet; thence South 01°41'36" West a distance of 96.99 feet; thence South 01°42'29" West a distance of 209.36 feet to a point on the easterly right of way of the L&N Railroad (100' R/W); thence continuing along the railroad right of way North 05°12'18" West a distance of 288.05 feet; thence continuing along the railroad right of way North 04°49'50" West a distance of 29.50 feet; thence continuing along the railroad right of way along an arc distance of 265.35 feet (chord bearing North 00°21'01" East, chord distance of 264.98 feet, and radius of 1,439.24 feet); thence leaving the railroad right of way South 82°33'37" East a distance of 23.28 feet; thence North 07°34'52" East a distance of 80.67 feet; thence South 80°36'24" East a distance of 7.45 feet; thence along an arc distance of 60.00 feet (chord bearing North 10°31'24" East, chord distance of 59.99 feet, and radius of 1,352.39 feet); thence North 83°38'06" East a distance of 33.77 feet; thence along an arc distance of 33.16 feet (chord bearing North 13°15'26" East, chord distance of 33.16 feet, and radius of 1,320.39 feet); thence South 86°42'39" East a distance of 77.51 feet to a point on the west right of way of Palm Street; thence along the west right of way of Palm Street an arc distance of 332.51 feet (chord bearing South 16°48'07" East, chord distance of 332.51 feet, and radius of 21,193.25 feet) to the Point of Beginning.

Said tract being 2.032 acres as shown on a boundary survey prepared for City of Holly Springs by Gunnin Land Surveying, Inc. dated December 12, 2015. This being the same property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 13741, Page 76, Cherokee County, Georgia Records.

TRACT 6:

All that tract or parcel of land lying and being in Land Lot 344 of the 15th District, 2nd Section of Cherokee County, Georgia, and being business lots Nos. 1, 2, and 3 in the Town of Holly Springs, and originally fronting on the L&N Railroad and running back to the new Highway No. 5 (now the front) and each lot being 26 feet along the front and 80 feet deep, and having thereon a garage and brick filling station, total frontage being 78 feet on Highway No. 5.

This being the same property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 9001, Page 460, Cherokee County, Georgia Records.

TRACT 7:

All that tract or parcel of land lying and being in Land Lots 306 and 343 of the 15th District, 2nd Section of Cherokee County, Georgia, being in the City of Holly Springs and more particularly described as follows:

BEGINNING at an iron pin located at the intersection of the southwesterly right of way of Jackson Street (having a 40-foot right of way) with the easterly right of way of Holly Springs Parkway (f/k/a Georgia Hwy. No. 5, having an 80 foot right of way); thence running South 31 degrees 43 minutes 30 seconds East as measured along the southwesterly right of way of Jackson Street for a distance of 109.63 feet to a #4 rebar found and corner; thence leaving said right of way and running thence South 81 degrees 00 minutes 00 seconds West for a distance of 46.00 feet to a #4 rebar found and corner located on the easterly right of way of Holly Springs Parkway; thence running North 05 degrees 49 minutes 45 seconds West as measured along the easterly right of way of Holly Springs Parkway for a distance of 58.69 feet to a point; thence continuing along the easterly right of way of Holly Springs Parkway North 08 degrees 27 minutes 30 seconds West for a distance of 42.52 feet to an iron pin located at the intersection of the southwesterly right of way of Jackson Street with the easterly right of way of Holly Springs Parkway, which is the POINT OF BEGINNING. Said tract being shown on a plat of survey prepared for William E. Parker, dated February 13, 1989, prepared by Martin & Norton, Inc.

This being the same property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 7529, Page 75, Cherokee County, Georgia Records.

TRACT 8:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 306 and 343 of the 15th District, 2nd Section, Cherokee County, Georgia, as shown on a plat made by Jerry Thacker and Associates, dated August 30, 1977, and revised on March 21, 1996, and being more particularly described as follows:

BEGINNING at a point at the intersection of the westerly right of way of Jackson Street (having a 40-foot right of way) and the northerly right of way of Holly Street (having a 20-foot right of way); from this POINT OF BEGINNING running thence North 81° 50' West a distance of 76.44 feet to an iron pin placed; thence running North 15° 37' 51" East a distance of 108.56 feet to an iron pin placed on the southwesterly right of way of Jackson Street; running thence South 30° 14' East along the southwesterly right of way of Jackson Street a distance of 90.06 feet to a point; running thence South 01° 37' East a distance of 37.6 feet to the TRUE POINT OF BEGINNING.

Subject to that certain easement reserved in the Warranty Deed recorded at Deed Book 2349, Page 104, Cherokee County, Georgia records.

This being the same property conveyed to the City of Holly Springs, Georgia by deed recorded in Deed Book 10392, Page 241, Cherokee County, Georgia Deed Records.

TRACT 9:

All that tract or parcel of land lying and being in Land Lots 306 and 343 of the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 12791, Page 244, Cherokee County, Georgia Records.

TRACT 10:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 12774, Page 288, Cherokee County, Georgia Records.

TRACT 11:

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 12774, Page 291, Cherokee County, Georgia Records.

TRACT 12:

All that tract or parcel of land lying and being in the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 5298, Page 485, Cherokee County, Georgia Records.

TRACT 13:

All that tract or parcel of land lying and being in the 15th District, 2nd Section of Cherokee County, Georgia and being the property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 3005, Page 277, Cherokee County, Georgia Records.

TRACT 14:

All that tract or parcel of land lying and being in the 15th District and 2nd Section, Cherokee County, Georgia, lying and being in the Town of Holly Springs, Georgia, and known as Town Lot No. 4; bounded on the east by L&N Railroad Street; on the north by N.P. Vaughn Garage; on the west by Marietta-Canton Highway; and on the south by J.F. Ragsdale brick store. This tract being 18 feet wide and containing one store building. This being the same property conveyed to the City of Holly Springs, Georgia in a deed recorded in Deed Book 5111, Page 342, Cherokee County, Georgia Records.

PT-61 (Rev. 2/18)

To be filed in **CHEROKEE COUNTY**

PT-61 028-2018-010834

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME City of Holly Springs				Exempt Code If no exempt code enter NONE	Govt/NonProfit Public Corp
MAILING ADDRESS (STREET & NUMBER) P.O. Box 990				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Holly Springs, GA 30142 USA		DATE OF SALE 9/24/2018		1A. Estimated fair market value of Real and Personal property	\$3,481,500.00
SECTION B - BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Downtown Development Authority of the City of Holly Sprin ...*				3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) P.O. Box 990				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Holly Springs, GA 30142 USA		Check Buyers Intended Use () Residential (x) Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$0.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION			SUITE NUMBER
COUNTY CHEROKEE		CITY (IF APPLICABLE) Holly Springs		MAP & PARCEL NUMBER 93N00 005,009,010,014,014B, ...*	ACCOUNT NUMBER
TAX DISTRICT Cherokee	GMD	LAND DISTRICT 15,	ACRES 20.62	LAND LOT 306, 307,343,3 ...*	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE		DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS

None

...* This symbol signifies that the data was too big for the field. The original values are shown below.

MAP & PARCEL NUMBER: 93N00 005,009,010,014,014B,038,038A, 040, etc

LAND LOT: 306, 307,343,342,344

BUYER'S BUSINESS NAME: Downtown Development Authority of the City of Holly Springs, Georgia

CITY OF HOLLY SPRINGS
PO BOX 990
HOLLY SPRINGS, GA 30142-0990
(770)345-5536



B

2024 PROPERTY TAX

PROPERTY INFORMATION

MAP/PARCEL/LOT: 15N14- 103
OWNER NAME: HOLLY SPRINGS DOWNTOWN
LOCATION: 101 PALM ST
BILLING DATE: 04/03/25
DUE DATE: 12/20/24
LEGAL DESCRIPTION: LL 306; 15TH D/TRACT 1PB 80 PG 47

AMOUNT DUE

PAST DUE: 0.00
CURRENT CHARGES: 0.00
PENALTY: 0.00
TOTAL DUE: 0.00

PROPERTY VALUE ASSESSMENTS

FAIR MARKET LAND VALUE: 0
FAIR MARKET IMPROVEMENT VALUE: 2,798,200
IMPROVEMENT VALUE: 1,119,280
CITY TAX NET VALUE: 0
FIRE TAX NET VALUE: 0

EXEMPTIONS

City Tax 100% Exempt 1,119,280
Fire Tax 100% Exempt 1,119,280

CURRENT CHARGES DETAIL

DESCRIPTION	UNITS	RATE	AMOUNT
Real Prop City Tax	1.00	4.000000	0.00
Real Prop Fire Tax	1.00	2.888000	0.00

SPECIAL MESSAGE

If you have sold this property, forward the bill to the new owner and fax a copy of the settlement statement to 770-345-0209. If you have an escrow, forward the tax bill to your mortgage company as soon as possible.

Pursuant to state law (O.C.G.A. 48-2-40) interest will be added to this bill monthly if the balance is not paid by the due date. Pursuant to state law (O.C.G.A. 48-2-44) penalties will also be added to the unpaid balance beginning 120 days after the due date.

Please see our website, www.hollyspringsga.us, regarding senior exemption qualifications. Questions regarding county exemptions, assessments or the fair market value of your property should be directed to the Cherokee County Assessor's office at 678-493-6120.

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

ACCOUNT INFORMATION

MAP/PARCEL/LOT: 15N14- 103 ACCOUNT ID: 6618
LOCATION: 101 PALM ST
TAX YEAR: 2024

AMOUNT DUE

CURRENT DUE: 0.00
PENALTY: 0.00
TOTAL DUE: 0.00

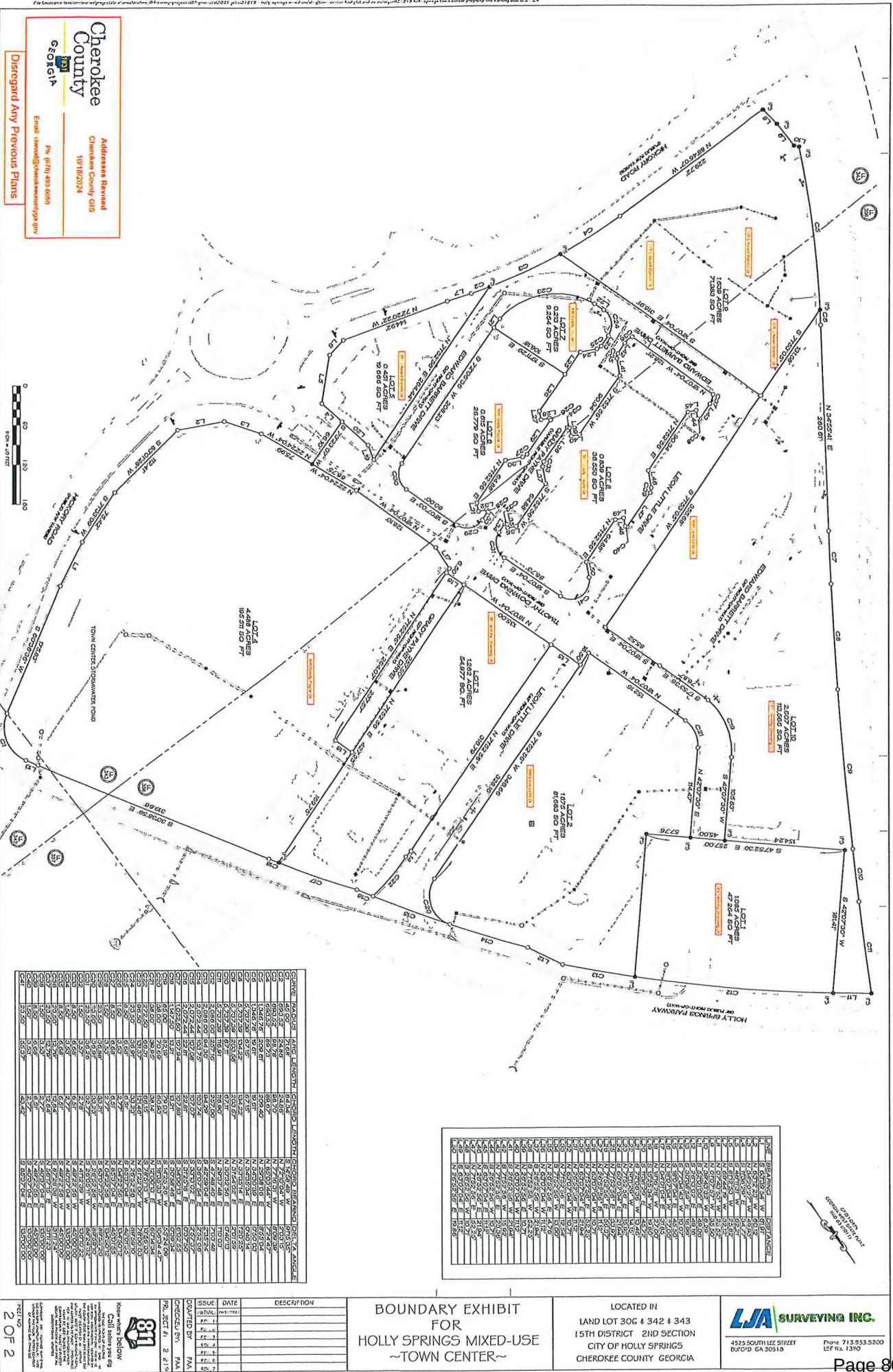


HOLLY SPRINGS DOWNTOWN
DEVELOPMENT AUTHORITY
100 HICKORY CIRCLE
CANTON, GA 30114

AMOUNT ENCLOSED

MAKE CHECKS PAYABLE TO:

CITY OF HOLLY SPRINGS
PO BOX 990
HOLLY SPRINGS, GA 30142-0990



Cherokee County Georgia

Address: Revised
Cherokee County GIS
10/18/2024

Print: (877) 423-6600
Email: info@cherokee-county-georgia.gov

Disregard Any Previous Plans

STATION	CHORD	CHORD LENGTH	CHORD BEARING	CHORD ANGLE
1	100.00	100.00	N 00°00'00" E	0.00
2	100.00	100.00	N 00°00'00" E	0.00
3	100.00	100.00	N 00°00'00" E	0.00
4	100.00	100.00	N 00°00'00" E	0.00
5	100.00	100.00	N 00°00'00" E	0.00
6	100.00	100.00	N 00°00'00" E	0.00
7	100.00	100.00	N 00°00'00" E	0.00
8	100.00	100.00	N 00°00'00" E	0.00
9	100.00	100.00	N 00°00'00" E	0.00
10	100.00	100.00	N 00°00'00" E	0.00
11	100.00	100.00	N 00°00'00" E	0.00
12	100.00	100.00	N 00°00'00" E	0.00
13	100.00	100.00	N 00°00'00" E	0.00
14	100.00	100.00	N 00°00'00" E	0.00
15	100.00	100.00	N 00°00'00" E	0.00
16	100.00	100.00	N 00°00'00" E	0.00
17	100.00	100.00	N 00°00'00" E	0.00
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21	100.00	100.00	N 00°00'00" E	0.00
22	100.00	100.00	N 00°00'00" E	0.00
23	100.00	100.00	N 00°00'00" E	0.00
24	100.00	100.00	N 00°00'00" E	0.00
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29	100.00	100.00	N 00°00'00" E	0.00
30	100.00	100.00	N 00°00'00" E	0.00
31	100.00	100.00	N 00°00'00" E	0.00
32	100.00	100.00	N 00°00'00" E	0.00
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35	100.00	100.00	N 00°00'00" E	0.00
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37	100.00	100.00	N 00°00'00" E	0.00
38	100.00	100.00	N 00°00'00" E	0.00
39	100.00	100.00	N 00°00'00" E	0.00
40	100.00	100.00	N 00°00'00" E	0.00
41	100.00	100.00	N 00°00'00" E	0.00
42	100.00	100.00	N 00°00'00" E	0.00
43	100.00	100.00	N 00°00'00" E	0.00
44	100.00	100.00	N 00°00'00" E	0.00
45	100.00	100.00	N 00°00'00" E	0.00
46	100.00	100.00	N 00°00'00" E	0.00
47	100.00	100.00	N 00°00'00" E	0.00
48	100.00	100.00	N 00°00'00" E	0.00
49	100.00	100.00	N 00°00'00" E	0.00
50	100.00	100.00	N 00°00'00" E	0.00
51	100.00	100.00	N 00°00'00" E	0.00
52	100.00	100.00	N 00°00'00" E	0.00
53	100.00	100.00	N 00°00'00" E	0.00
54	100.00	100.00	N 00°00'00" E	0.00
55	100.00	100.00	N 00°00'00" E	0.00
56	100.00	100.00	N 00°00'00" E	0.00
57	100.00	100.00	N 00°00'00" E	0.00
58	100.00	100.00	N 00°00'00" E	0.00
59	100.00	100.00	N 00°00'00" E	0.00
60	100.00	100.00	N 00°00'00" E	0.00
61	100.00	100.00	N 00°00'00" E	0.00
62	100.00	100.00	N 00°00'00" E	0.00
63	100.00	100.00	N 00°00'00" E	0.00
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BOUNDARY EXHIBIT
FOR
HOLLY SPRINGS MIXED-USE
~TOWN CENTER~

LOCATED IN
LAND LOT 306 & 342 & 343
15TH DISTRICT 2ND SECTION
CITY OF HOLLY SPRINGS
CHEROKEE COUNTY, GEORGIA

LJA SURVEYING INC.

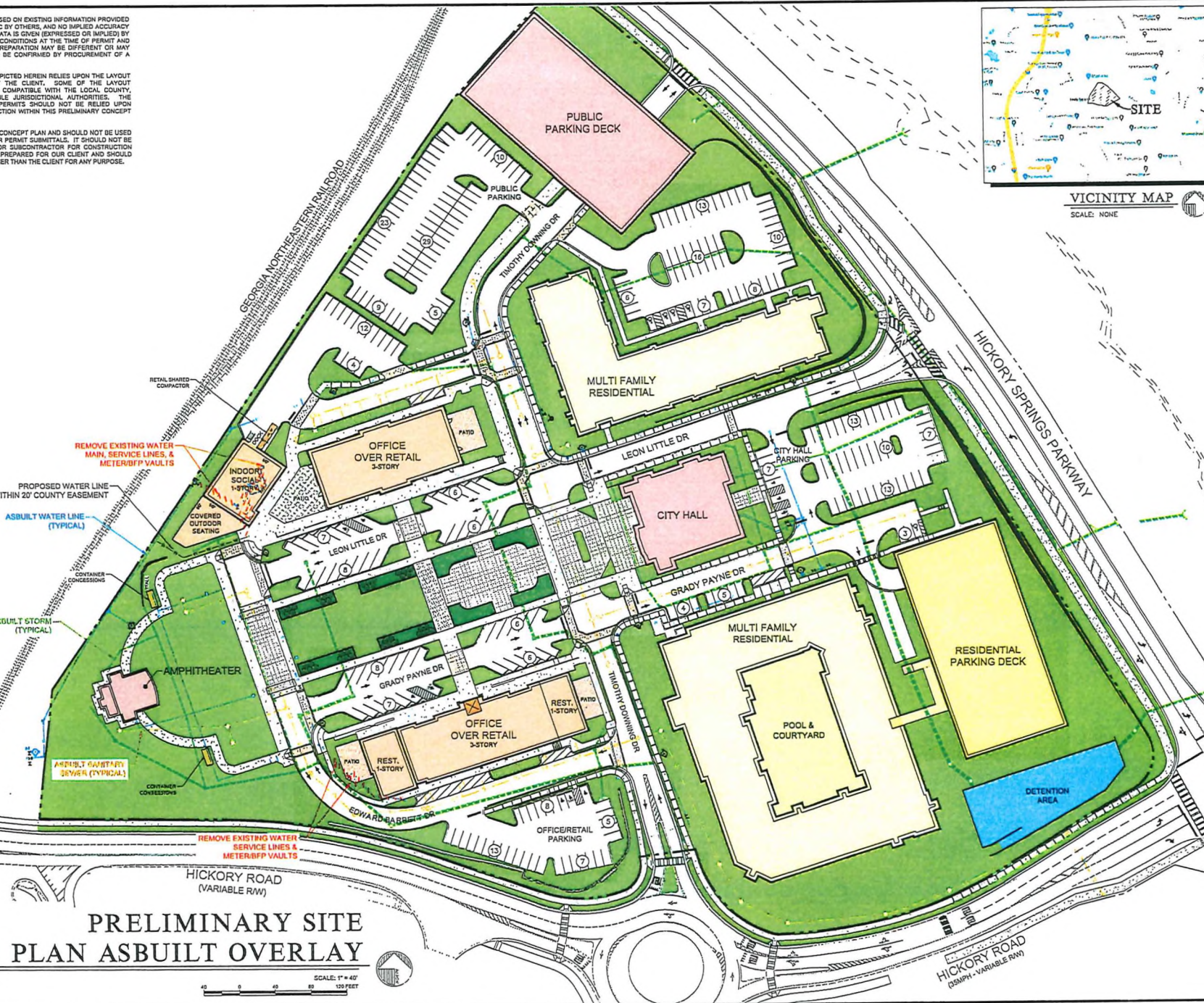
4925 SOUTH LEE STREET
BURLING, GA 30515

Phone 713.953.5200
LJA No. 13150

THIS PLAN WAS PREPARED BASED ON EXISTING INFORMATION PROVIDED TO ROBERTSON LOJA ROOF, PC BY OTHERS, AND NO IMPLIED ACCURACY OF SUITABILITY OF EXISTING DATA IS GIVEN (EXPRESSED OR IMPLIED) BY ROBERTSON LOJA ROOF, PC. CONDITIONS AT THE TIME OF PERMIT AND CONSTRUCTION DOCUMENT PREPARATION MAY BE DIFFERENT OR MAY HAVE CHANGED AND SHOULD BE CONFIRMED BY PROCUREMENT OF A SITE FIELD-RUN SURVEY.

THE LAYOUT OF THE PLAN DEPICTED HEREIN RELIES UPON THE LAYOUT PREFERENCES DICTATED BY THE CLIENT. SOME OF THE LAYOUT PREFERENCES MAY NOT BE COMPATIBLE WITH THE LOCAL, COUNTY, STATE OR OTHER APPLICABLE JURISDICTIONAL AUTHORITIES. THE POSSIBILITY OF OBTAINING PERMITS SHOULD NOT BE RELIED UPON SOLELY BASED ON THE DEPICTION WITHIN THIS PRELIMINARY CONCEPT PLAN.

THIS PLAN IS A PRELIMINARY CONCEPT PLAN AND SHOULD NOT BE USED FOR ZONING SUBMITTALS NOR PERMIT SUBMITTALS. IT SHOULD NOT BE USED BY ANY CONTRACTOR OR SUBCONTRACTOR FOR CONSTRUCTION PURPOSES. THIS PLAN WAS PREPARED FOR OUR CLIENT AND SHOULD NOT BE USED BY ANYONE OTHER THAN THE CLIENT FOR ANY PURPOSE.



PRELIMINARY SITE PLAN ASBUILT OVERLAY

SCALE: 1" = 40'
0 40 80 120 FEET



VICINITY MAP
SCALE: NONE

ROBERTSON LOJA ROOF
ARCHITECTS & ENGINEERS
1115 Peachtree Street, N.E., Atlanta, GA 30309
404.525.1115
www.rlr.com

HOLLY SPRINGS TOWN CENTER
HICKORY ROAD & BETTY BARRETT WAY
HOLLY SPRINGS, GEORGIA
CONNOLLY REALTY
3800 Peachtree Blvd., Suite 310
Atlanta, Georgia

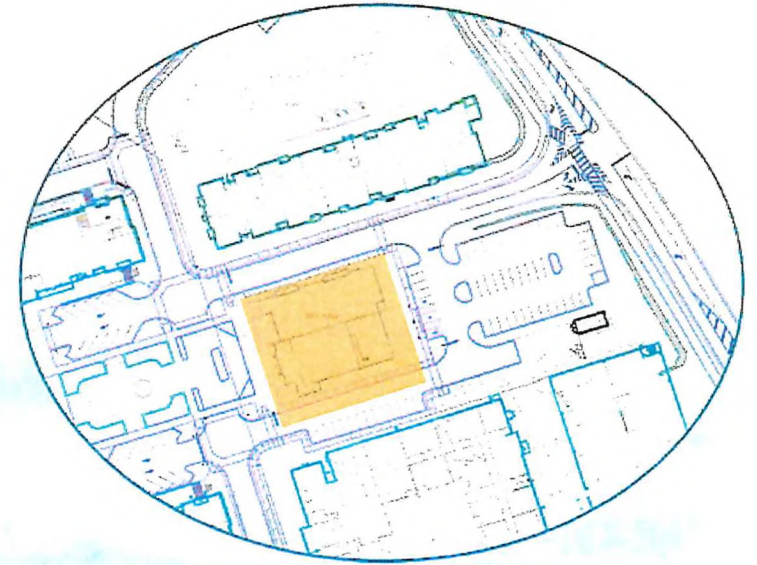
ASBUILT OVERLAY
EXHIBIT (C/S-9)

03/03/2025

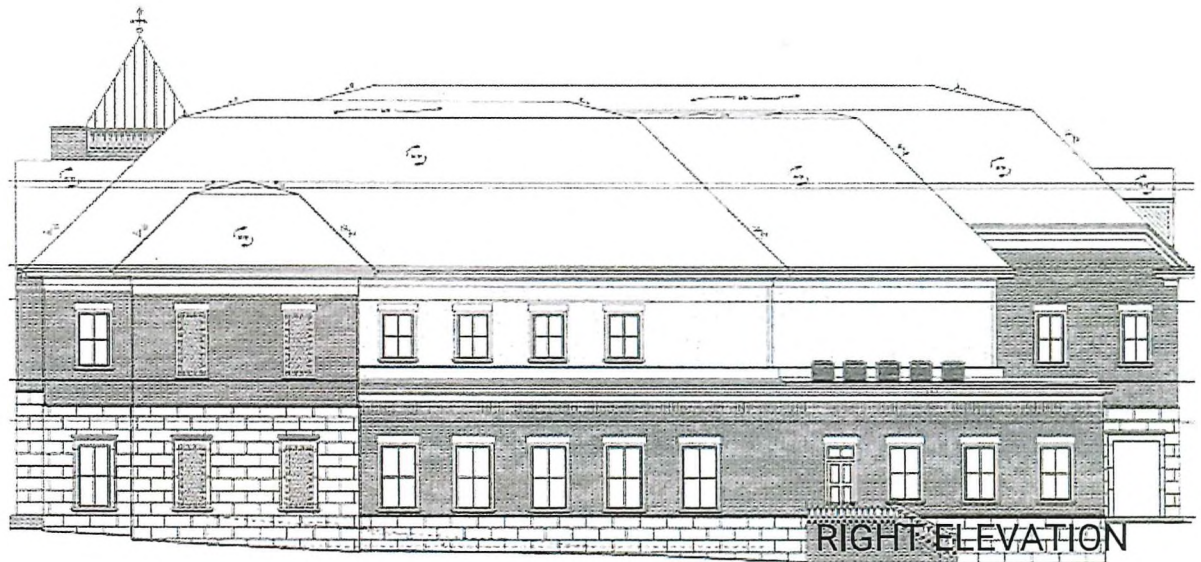
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EX-1

Town Center
HOLLY SPRINGS
CITY HALL



77

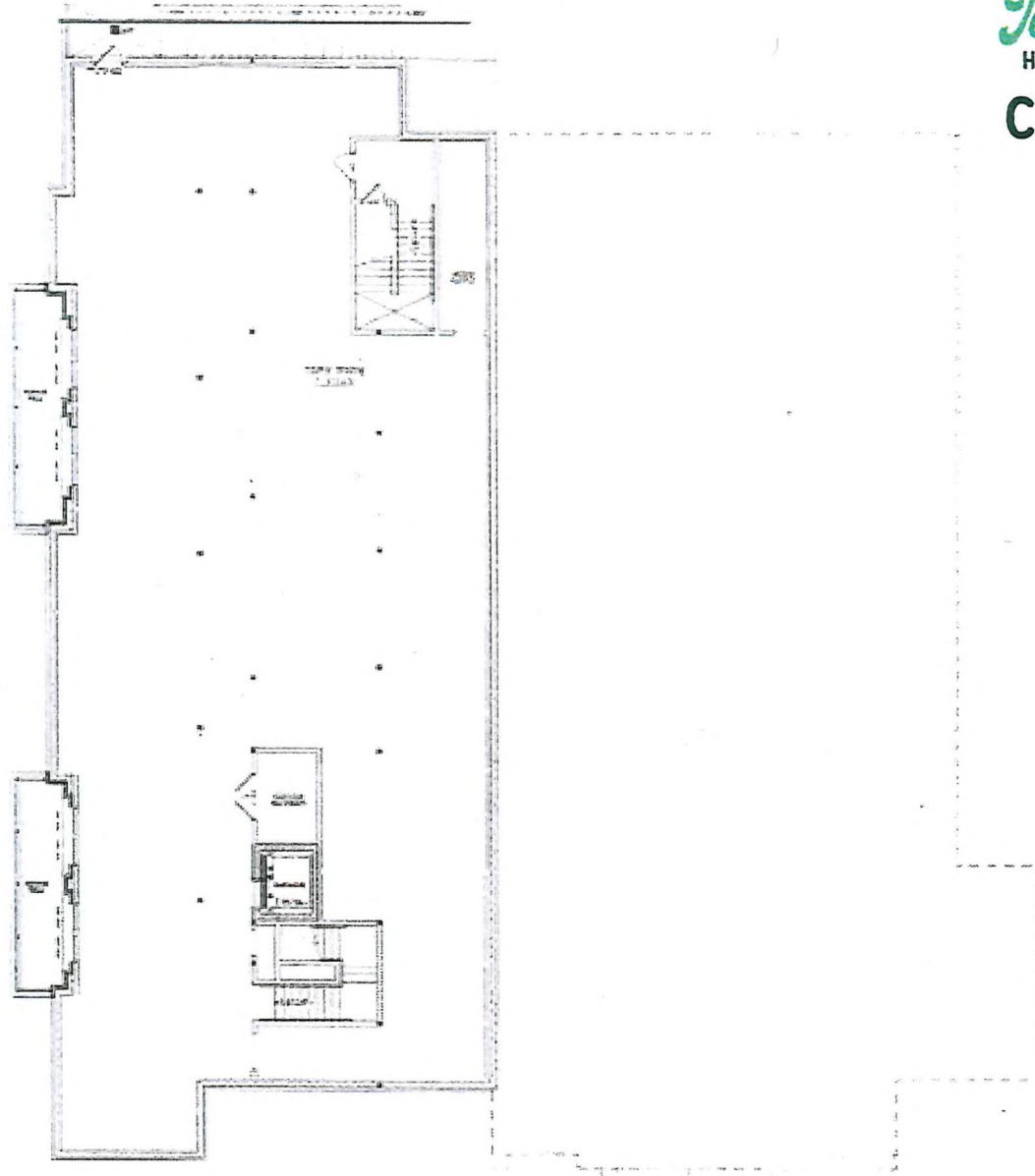


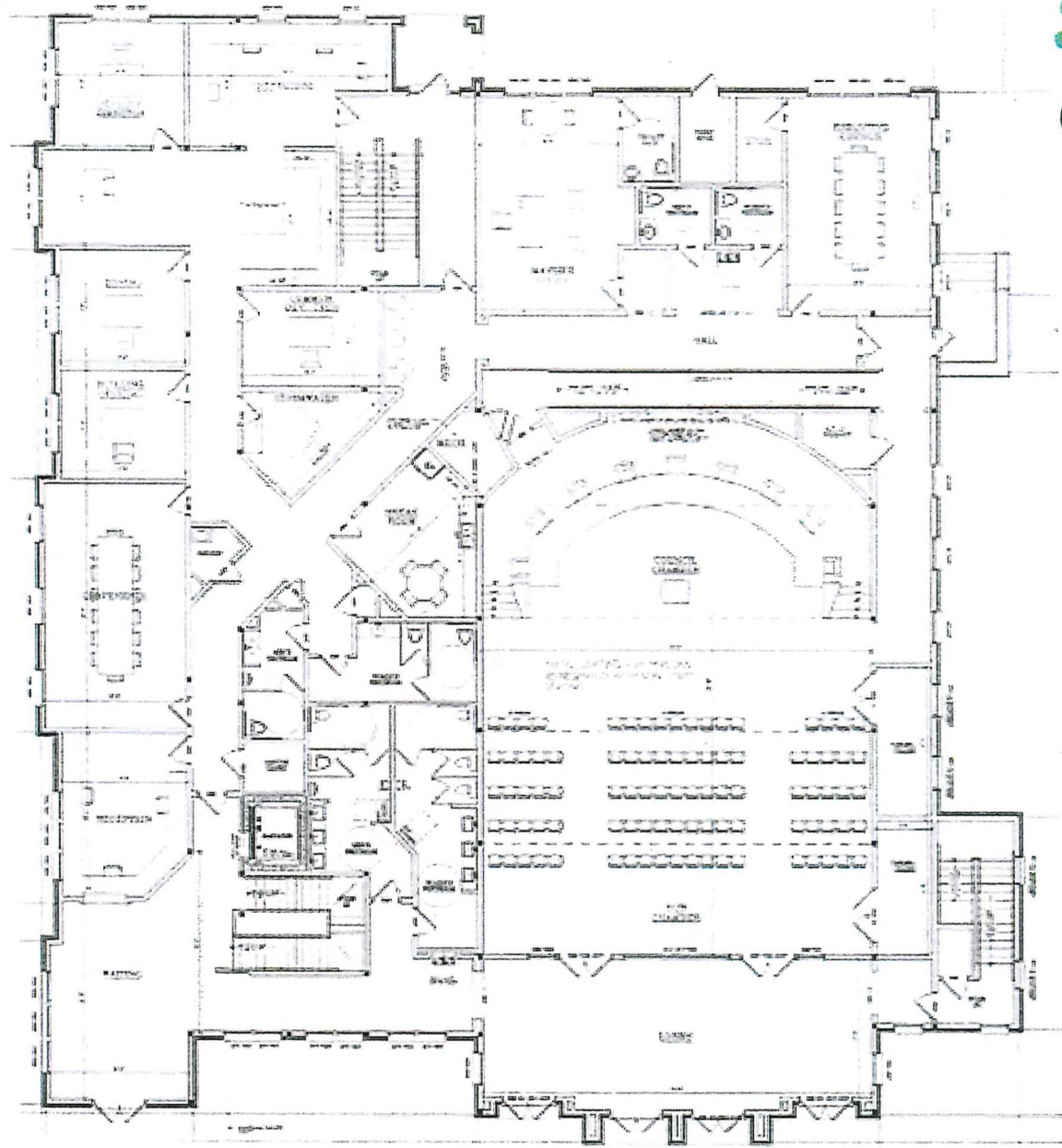
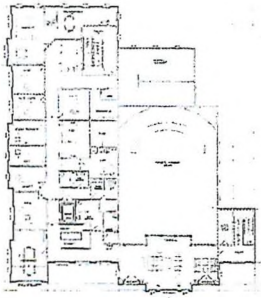
LEFT ELEVATION

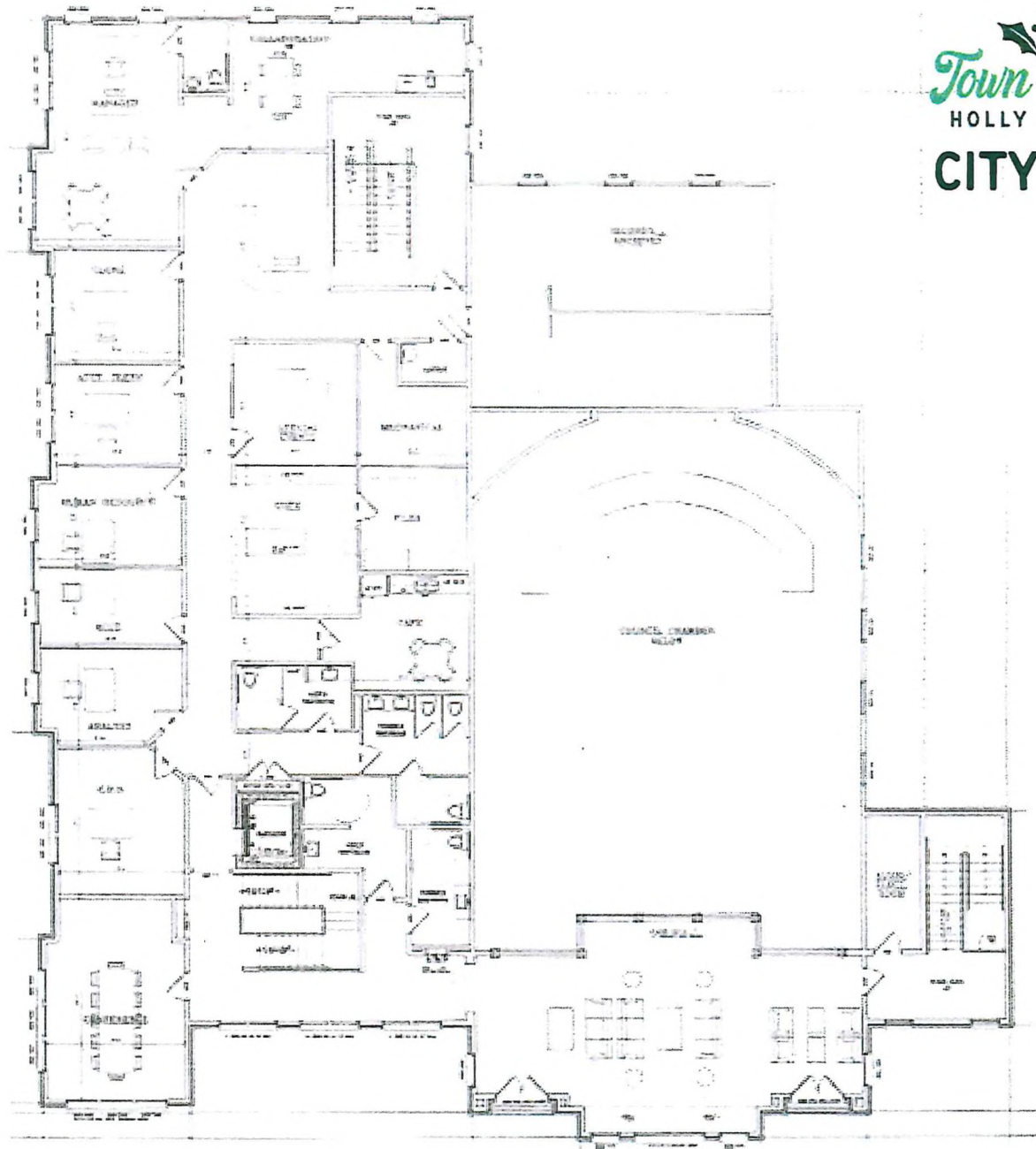


REAR ELEVATION

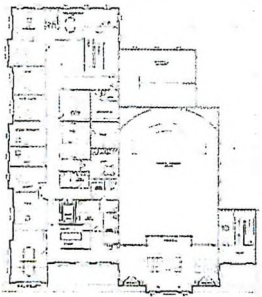
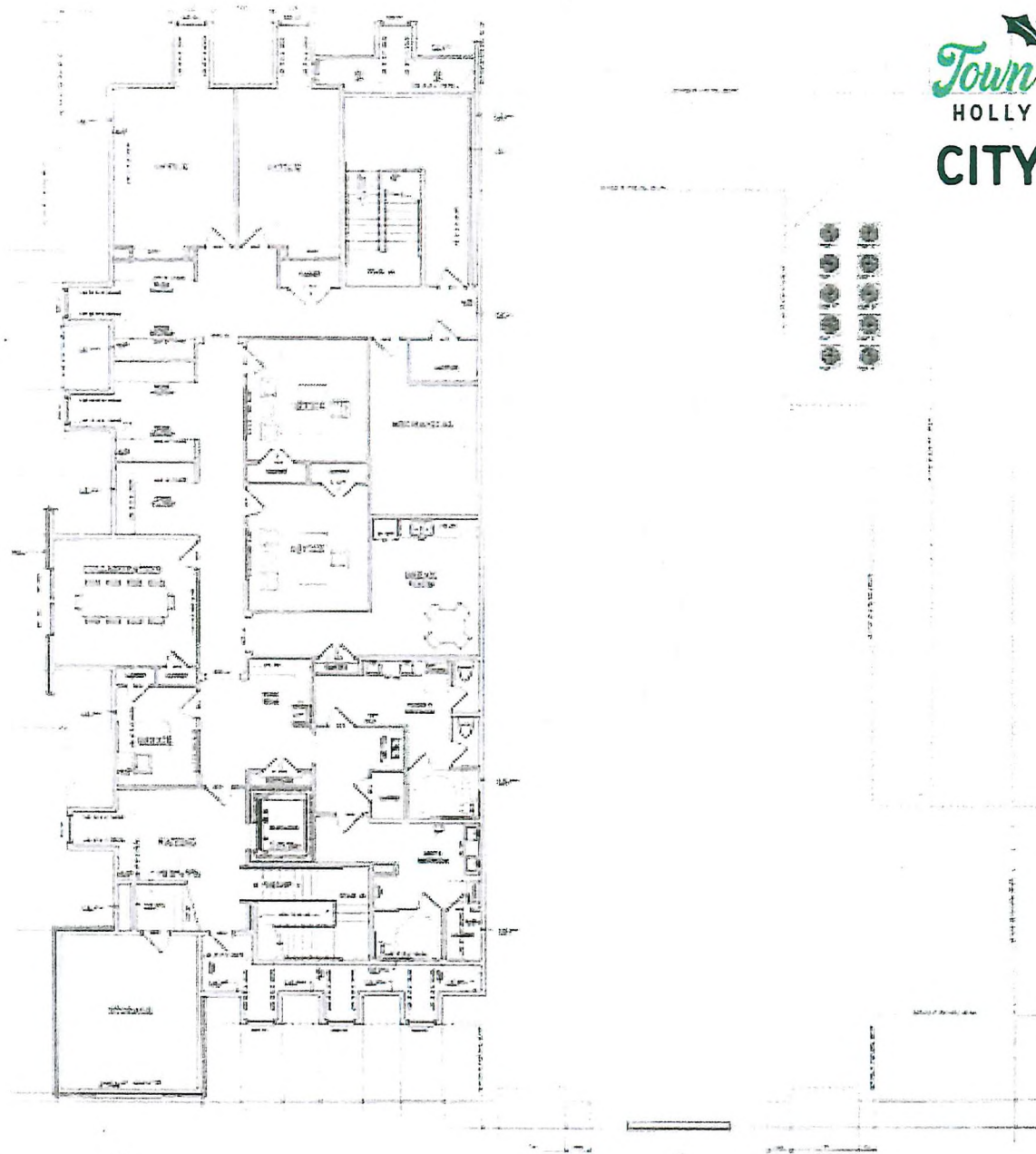








3rd Floor



COHS - City Hall

8/7/2024

EXTERIOR SELECTIONS		NOTES
PAINT:		
HARDIE STUCCO PANEL	Architectural Panels Texture: Mounded Sand; Painted SW 6385 Dover White	
HARDIE TRIM	SW 6385 Dover White	
WOOD ACCENT BRACKETS	SW 6385 Dover White	
LOUVERED VENTS	Metal Painted SW 6385 Dover White	
GUTTERS & DOWNS	5" Ogee Color to Match SW 6385 Dover White - Submit Sample for Approval	
MASONRY:		
BRICK	General Shale - River Shoals - Queen	
MORTAR	Argos Ivory Buff	
STONE	Arriscraft Georgia Renaissance Full Bed Size 2 REN1158; Finish: Satin; Color: Limestone	
CAST STONE SURROUNDS	Arris-Cast Color: Limestone	
ROOFING:		
SHINGLE	Certainteed Grand Manor Color: Colonial Slate	
TPO	GAF Everguard 60 Mil Color: White	
METAL	24 ga Standing Metal Seam Color: Dark Bronze	
FENESTRATIONS:		
WINDOW TYPE/COLOR	Lincoln Aluminum Clad; Color: Greek Vanilla	see schedule
DOOR TYPE/COLOR	TBD	see schedule
ORNAMENTS:		
PRECAST RAILS	Arris-Cast Color: Limestone	
IRON RAILS	Traditional Iron Rails Core Drilled - 1" Sq. Posts, 1/2" sq. tube Pickets, 1-3/4" Blum Cap	
WEATHER VANE	Natural Copper - Owner to select style	
TOWER CLOCK	TBD	

ITEM REPORT

AGENDA ITEM NUMBER: III.E.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 16, 2025

AGENDA ITEM: Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Town Center City and authorize the Chairman to execute the documents pending the approval of the City Attorney.

EXECUTIVE SUMMARY:

You have been provided a redline version of the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Town Center City. Key changes are summarized below:

- The Association will not own property or have Common Property.
- The Brewery Tract is now the "Indoor Social Tract," incorporating the former Resi/Retail Parking Tract 2.
- Resi/Retail Tracts 1 and 2 are now Office/Retail Tracts 1 and 2, with a designated parking tract for Office/Retail Tract 1.
- The Indoor Social Tract remains a non-Membership Tract with no voting rights.
- Architectural control now falls under the Development Authority, eliminating the ACC.
- The maintenance article now solely outlines owners' responsibilities.
- Insurance provisions have been revised to reflect the lack of Common Property.
- Parking privileges on Office/Retail Parking Tract 1 and the Indoor Social Tract are currently limited to their respective owners—feedback is needed on potential expansion.
- The Declarant can no longer unilaterally amend the Declaration but retains consent rights while holding property under it.
- Updated legal descriptions and liability percentages for common expenses must be determined, potentially based on square footage.
- The current Board structure assigns three directors to the Apartment Tracts owner, one to the City Hall Tract owner, and one to the Office/Retail Tracts owner. Changes could be made so that each tract owner appoints one director.

Additionally, Exhibit M, Amended and Restated Bylaws of Town Center Master Association, Inc. removes all references to Common Property and condominiums.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Town Center City
2. Amended and Restated Bylaws of City Hall Master

RECOMMENDATION:

The staff recommendation is to authorize the Chairman to execute the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Town Center City pending the approval of the City Attorney.

CONCURRENCES:

Finance and Administration

After Recording Return To:
Lueder, Larkin & Hunter, LLC
5900 Windward Parkway, Suite 390
Alpharetta, Georgia 30005
Attn: Brendan R. Hunter

Cross Reference:
Deed Book 14862, Page 1581

STATE OF GEORGIA

COUNTY OF CHEROKEE

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS FOR TOWN CENTER CITY**

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- EXHIBIT “D” - DESCRIPTION OF ~~BREWERY~~INDOOR SOCIAL TRACT
- EXHIBIT “E” - DESCRIPTION OF CITY HALL TRACT
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- ~~EXHIBIT “L” - DESCRIPTION OF RESI PARKING TRACT 2~~
- EXHIBIT “~~M~~L” - PERCENTAGE OF LIABILITY FOR COMMON EXPENSES
- EXHIBIT “~~N~~M” - BYLAWS
- EXHIBIT “~~O~~N” - COHS CONCEPT DESIGNS

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR TOWN CENTER CITY**

THIS DECLARATION is made on the date first set below by and between WALTON HOLLY SPRINGS, LLC, a Georgia limited liability company (hereafter referred to as “Walton HS” or “Declarant”) and DOWNTOWN DEVELOPMENT AUTHORITY OF HOLLY SPRINGS (hereafter referred to as the “Development Authority”);

W I T N E S S E T H

WHEREAS, Declarant and the Development Authority recorded that certain Declaration of Covenants, Conditions, Restrictions and Easement for Town Center City on March 29, 2023, in Deed Book 14862, Page 1581 of the Cherokee County, Georgia land records (hereafter referred to as the “Original Declaration”);

WHEREAS, Town Center City Master Association, Inc. (hereafter referred to as the “Association”) is the association identified in the Original Declaration;

WHEREAS, Bylaws of Town Center City Master Association, Inc. (hereafter referred to as the “Original Bylaws”) are the bylaws of the Association;

WHEREAS, pursuant to Article XVII, Section 17.2 of the Original Declaration, prior to the Board Transition Date, the Declarant shall have the right to unilaterally amend (or amend and restate) the Declaration (according to Declarant’s sole and absolute discretion) and record such amendment (or amended and restated Declaration) in the Cherokee County, Georgia land records;

WHEREAS, pursuant to Article V, Section 5.1 of the Original Bylaws, prior to the Board Transition Date, Declarant shall have the absolute right to unilaterally amend the Original Bylaws in Declarant’s sole and absolute discretion;

WHEREAS, as of the date of this Declaration, the Board Transition Date has not occurred;

WHEREAS, Declarant, with the consent of the Development Authority, desires to amend and restate the Original Declaration and the Original Bylaws in their entirety

NOW, THEREFORE, the Original Declaration and the Original Bylaws are hereby stricken in their entirety and the following is simultaneously substituted therefor and the Declarant and the Development Authority hereby declares that the real property described in Exhibit “A” attached hereto is subjected to the provisions of this Declaration and shall be held, sold, transferred, conveyed, used, occupied, mortgaged, and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens set forth herein, which shall run with

the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any part of the property subjected hereto, including their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of such property.

ARTICLE I. DEFINITIONS

1.1. Additional Property means any real property contiguous with any of the real property submitted to this Declaration, including any real property which may be annexed to this Declaration in accordance with Article XVIII of this Declaration.

1.2. Association means Town Center City Master Association, Inc., a Georgia nonprofit corporation, its successors or assigns.

1.3. Apartment Tract 1 means that portion of the Development more specifically described on Exhibit "B" attached to this Declaration and incorporated herein by this reference.

1.4. Apartment Tract 2 means that portion of the Development more specifically described on Exhibit "C" attached to this Declaration and incorporated herein by this reference.

1.5. Board or Board of Directors means the elected body responsible for the management and operation of the Association.

~~Brewery Tract means that portion of the Development more specifically described on Exhibit "D" attached to this Declaration and incorporated herein by this reference.~~

1.6. Bylaws mean the Amended and Restated Bylaws of Town Center City Master Association, Inc., attached to this Declaration as Exhibit "N" and incorporated herein by this reference.

1.7. City Hall Tract means that portion of the Development more specifically described on Exhibit "E" attached to this Declaration and incorporated herein by this reference.

1.8. City of Holly Springs means the City of Holly Springs, Georgia, its respective successors-in-title and assigns, provided that such successors and/or assignees are designated by the City of Holly Springs as its successor-in-title and/or assign of the rights of the City of Holly Springs set forth herein and the Bylaws in a written instrument executed by the City of Holly Springs and recorded in the Cherokee County, Georgia land records.

1.9. COHS Amphitheater Tract means that portion of the Development more specifically described on Exhibit "F" attached to this Declaration and incorporated herein by this reference.

1.10. COHS Parking Deck Tract means that portion of the Development more specifically described on Exhibit “G” attached to this Declaration and incorporated herein by this reference.

1.11. COHS Streets & Park Tract means that portion of the Development more specifically described on Exhibit “H” attached to this Declaration and incorporated herein by this reference.

1.12. COHS Streets, Parking and Parks Property means the real property and easements and other interests therein, together with the facilities and improvements located thereon, as follows:

- a. any park, open space, public streets, ~~street lights~~, and parking areas located within the COHS Streets & Park Tract;
- b. any streets and parking areas located within the City Hall Tract; and
- c. ~~any streets and parking areas located within the COHS Parking Deck Tract~~
~~any storm water facilities that serve the Development, including any detention/retention pond (until such time as accepted by a municipality or other government agency).~~

1.13. Declarant means Walton Holly Springs, LLC, a Georgia limited liability company, its respective successors-in-title and assigns, provided that such successors and/or assignees are designated by Declarant as its successor-in-title and/or assign of the rights of Declarant set forth herein and the Bylaws in a written instrument executed by Declarant and recorded in the Cherokee County, Georgia land records.

1.14. Declaration means this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Town Center City.

1.15. Development or Town Center City means all property subjected and annexed to this Declaration.

1.16. Development Authority means the Downtown Development Authority of Holly Springs, its respective successors-in-title and assigns, provided that such successors and/or assignees are designated by the Development Authority as its successor-in-title and/or assign of the rights of the Development Authority set forth herein and the Bylaws in a written instrument executed by the Development Authority and recorded in the Cherokee County, Georgia land records.

1.17. Development-Wide Standard means the standard of conduct, maintenance, or other activity generally prevailing in the Development. Such standard may be more specifically determined by the Board of Directors.

1.18. Effective Date of this Declaration means the date that this Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Town Center City is recorded in the Cherokee County, Georgia land records.

1.19. Eligible Mortgage Holder means a holder of a first mortgage secured by a Tract or a portion of a Tract and who has requested notice of certain items under Article XII of this Declaration.

~~1.19.1.20.~~ Indoor Social Tract means that portion of the Development more specifically described on Exhibit “D” attached to this Declaration and incorporated herein by this reference.

~~1.20.1.21.~~ Membership Tract means Apartment Tract 1, Apartment Tract 2, City Hall Tract, ~~Resi~~Office/Retail Tract 1, and ~~Resi~~Office/Retail Tract 2.

~~1.21.1.22.~~ Mortgage means any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation against a Tract or a portion of a Tract.

1.23. Mortgagee or Mortgage Holder means the holder of any Mortgage.

1.24. Office/Retail Parking Tract 1 means that portion of the Development more specifically described on Exhibit “K” attached to this Declaration and incorporated herein by this reference.

1.25. Office/Retail Tract 1 means that portion of the Development more specifically described on Exhibit “I” attached to this Declaration and incorporated herein by this reference.

~~1.22.1.26.~~ Office/Retail Tract 2 means that portion of the Development more specifically described on Exhibit “I” attached to this Declaration and incorporated herein by this reference.

~~1.23.1.27.~~ Owner means the record titleholder of a Tract, but shall not include a Person who is only a Mortgage Holder. The term “Owner” shall refer to the owner of a particular Tract and the term “Owners” shall refer collectively to the owners of all Tract. If a Tract is submitted to a Sub-declaration, the term “Owner” shall for that Tract only thereafter refer to the Sub-association formed to operate the Tract on behalf of the individual Sub-owners. Unless specifically otherwise set forth herein, each Sub-association, if any, shall act on behalf of the Sub-owners within the Tract

through a representative designated by the board of directors of such Sub-association with respect to all matters set forth herein and shall for all purposes be deemed to be the “Owner” of the “Tract.” The term “Owner” as used herein shall under no circumstances refer to a Sub-owner. Nothing herein shall be construed to create any obligation to submit a Tract to a Sub-declaration.

~~1.24.1.28.~~ Person means any individual, corporation, firm, association, partnership, trust, or other legal entity.

~~1.25. Resi/Retail Tract 1 means that portion of the Development more specifically described on Exhibit “I” attached to this Declaration and incorporated herein by this reference.~~

~~1.26. Resi/Retail Tract 2 means that portion of the Development more specifically described on Exhibit “J” attached to this Declaration and incorporated herein by this reference.~~

~~1.27. Resi Parking Tract 1 means that portion of the Development more specifically described on Exhibit “K” attached to this Declaration and incorporated herein by this reference.~~

~~1.28. Resi Parking Tract 2 means that portion of the Development more specifically described on Exhibit “L” attached to this Declaration and incorporated herein by this reference.~~

1.29. Stonecrest Homes means Stonecrest Homes GA, LLC, a Georgia limited liability company, its respective successors-in-title and assigns, provided that such successors and/or assignees are designated by Stonecrest Homes as its successor-in-title and/or assign of the rights of Stonecrest Homes set forth herein and the Bylaws in a written instrument executed by Stonecrest Homes and recorded in the Cherokee County, Georgia land records.

1.30. Tract means that portion of the Development intended for separate ownership and use. The Development shall consist of the following eleven (11) Tracts: (1) Apartment Tract 1; (2) Apartment Tract 2; (3) ~~Brewery-Indoor Social~~ Tract; (4) City Hall Tract; (5) COHS Amphitheater Tract; (6) COHS Parking Deck Tract; (7) COHS Streets & Park Tract; (8) ResiOffice/Retail Tract 1; (9) ResiOffice/Retail Tract 2; and (10) ResiOffice/Retail Parking Tract 1; ~~and (11) Resi Parking Tract 2~~. A Tract may be submitted to a separate declaration of covenants or a declaration of condominium, which shall be referred to as a Sub-declaration. Pursuant to such Sub-declaration, a Sub-association shall operate the Tract as it relates to this Declaration. A Tract may be further subdivided. In the event a Tract is subdivided, this Declaration may be amended to create additional Tracts.

1.31. Walton HS means Walton Holly Springs, LLC, a Georgia limited liability company, its respective successors-in-title and assigns, provided that such successors and/or assignees are designated by Walton HS as its successor-in-title and/or assign of the rights of Walton HS set forth herein and the Bylaws in a written instrument executed by Walton HS and recorded in the Cherokee County, Georgia land records.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

2.1. Location and Description. The property subject to this Declaration is located in Land Lots 306, 307, 342, and 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference.

2.2. Consent by Non-Declarant Owner. By affixing its signature to this Declaration, the Development Authority (the “Non-Declarant Owner”) hereby intends, agrees, and consents to all real property (and improvements located thereon) described in Exhibit “A” owned by the Non-Declarant Owner being subjected to and bound by this Declaration, and do hereby subject such property to this Declaration.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Each Owner of a Membership Tract, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner’s membership. No such Owner, whether one or more Persons, shall have more than one (1) membership per Membership Tract owned. In the event of multiple Owners of a Membership Tract, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Membership Tract.

3.2. Voting. Each Owner of a Membership Tract is allocated ~~two~~ one (21) votes for each Membership Tract owned. Each Owner of a Membership Tract shall be entitled to vote on all matters upon which members of the Association are explicitly entitled to vote pursuant to this Declaration and in accordance with the Bylaws. ~~As of the Effective Date of this Declaration, it is contemplated that a residential condominium and a retail condominium will be created on the Resi/Retail Tract 1 and a residential condominium and a retail condominium will be created on the Resi/Retail Tract 2. In the event a residential condominium and a retail condominium are created on Resi/Retail Tract 1, the two (2) votes allocated to Resi/Retail Tract 1 shall be reallocated so that the Owner of the residential condominium located on Resi/Retail Tract 1 shall be allocated one (1) vote and the Owner of the retail condominium located on Resi/Retail Tract 1 shall be allocated one (1) vote. In the event a residential condominium and a retail condominium are created on Resi/Retail Tract 2, the two (2) votes allocated to Resi/Retail Tract 2 shall be reallocated so that the Owner of the residential condominium located on Resi/Retail Tract 2 shall be allocated one (1) vote and the Owner of the retail condominium located on Resi/Retail Tract 2 shall be allocated one (1) vote. Notwithstanding the foregoing, nothing herein shall be constructed to create any obligation to create a residential and/or retail condominium on Resi/Retail Tract 1 and/or Resi/Retail Tract 2.~~

When more than one (1) Person holds an ownership interest in any Membership Tract, the vote for such Membership Tract shall be exercised as those Owners determine among themselves; provided, however, if more than one (1) Person seeks to exercise that vote, and such votes are in conflict with other Persons holding an ownership interest in the same Membership Tract, the vote for that Membership Tract shall automatically be suspended with respect to the matter being voted on. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge (including, without limitation, any General Assessment, Special Assessment, or Specific Assessment), and the members shall be ineligible to vote on any matter, and such member's vote shall not be counted for any purpose, until the member's account balance is paid in full.

3.3. Board Transition Date. ~~On From the date the Declaration is recorded in the records of Cherokee County, Georgia until~~ the date on which the buildings to be constructed on the Apartment Tract 1, Apartment Tract 2, and the City Hall Tract have received a final certificate of occupancy (the "Board Transition Date"), the affairs of the Association shall be governed by a Board of Directors composed of three (3) persons appointed by Declarant, in its sole and absolute discretion ("Original Board Members"). Until the Board Transition Date, Declarant shall have the sole authority to appoint and remove any person from the Board for any reason (with or without cause), at any time. On the Board Transition Date, the number of directors shall be increased to (5) persons and shall be appointed in accordance with the terms of the Bylaws.

3.4. Consent Required. Subject to the terms of this Declaration, unless at least two-thirds (2/3) of the total eligible votes of the members of the Association (and their respective mortgagees consent, if applicable), the Association or the members of the Association shall not:

(a) change the pro rata interest or obligations of any individual Owner or Tract for the purpose ~~of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of Common Property;~~

(b) partition or subdivide any Tract in any manner inconsistent with the provisions of this Declaration; ~~provided, however, the Owner(s) of Resi/Retail Tract 1 and Resi/Retail Tract 2 shall have the right to create separate residential and retail condominiums on said Tracts without the consent or approval of the members or Declarant; or~~

(c) ~~by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer of the Common Property (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or~~

~~(d)~~(c) use hazard insurance proceeds (except any available excess insurance proceeds) for losses to any portion of the Tract for other than repair, replacement or reconstruction of such portion of the improvements on the Tract.

As set forth in Article III, Section 3.17 of the Bylaws, the Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Development and may do all such acts and things as are not by this Declaration, the Articles of Incorporation, or the Bylaws directed to be done and exercised exclusively by the members. In addition to those items listed in subsections (a) through (dc) above, the only additional matters that this Declaration, the Articles of Incorporation, or the Bylaws direct to be done and exercised exclusively by the members shall be the following:

(a) petition to call a special meeting of the members in accordance with Article II, Section 2.2 of the Bylaws;

(b) adjourn a meeting of the members in accordance with Article II, Section 2.7 of the Bylaws;

(c) approve borrowing that exceeds or would exceed Fifty Thousand Dollars (\$50,000.00) of outstanding debt at any one time pursuant to Article III, Section 3.15 of the Bylaws;

(d) approve amendments to the Bylaws pursuant and subject to Article V, Section 5.1 of the Bylaws;

(e) require that the Association accounts be audited as a common expense by an independent accountant pursuant to Article VI, Section 6.6 of the Bylaws;

(f) approve Special Assessments that exceed \$50,000 in the aggregate in any given fiscal year pursuant to Article V, Section 5.4 of this Declaration;

(g) disapprove the Budget pursuant to Article V, Section 5.6 of this Declaration;

(h) approve amendments to this Declaration pursuant to Article XVII, Section 17.1 of this Declaration and subject to Article XVII, Section 17.2 of this Declaration; and

(i) approve annexation of Additional Property to this Declaration pursuant to Article XVIII, Section 18.1 of this Declaration.

3.5. Declarant Veto Right. For so long as Declarant is a member of the Association or owns an interest in any Membership Tract, Declarant shall have the absolute right to veto any and all votes, consents, or agreements between at least two-thirds (2/3) of the total eligible votes of the members of the Association ("**Declarant Veto Right**") which, but for Declarant exercising the Declarant Veto Right, would:

(a) change the pro rata interest or obligations of any individual Owner or Tract for the purpose ~~of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of Common Property;~~

(b) partition or subdivide any Tract in any manner inconsistent with the provisions of this Declaration; ~~provided, however, the Owner(s) of Resi/Retail Tract 1 and Resi/Retail Tract 2 shall have the right to create separate residential and retail condominiums on said Tracts without the consent or approval of the members or Declarant; or~~

~~(c) — by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer of the Common Property (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or~~

~~(d)~~(c) use hazard insurance proceeds (except any available excess insurance proceeds) for losses to any portion of the Tract for other than repair, replacement or reconstruction of such portion of the improvements on the Tract.

No vote, approval, consent, or agreement between any or all members of the Association shall be valid unless Declarant is notified in writing of the same. Declarant shall have fifteen (15) business days after receipt of such notice to exercise Declarant's Veto Right, after which, if Declarant has not exercised Declarant's Veto Right by notifying the Association in writing, Declarant shall be automatically deemed to have waived, in that instance only, its right to exercise Declarant's Veto Right.

3.6. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner of the Tract. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

ARTICLE IV. ASSOCIATION RIGHTS AND RESTRICTIONS

4.1. Association Rights and Restrictions. The Association, acting through its Board of Directors, shall have the right and authority, in addition to and not in limitation of any other right it may have, to:

(a) enter into easement and cost-sharing agreement with other Persons that benefit and/or burden the Development pursuant to such terms as the Board deems reasonable;

- (b) grant and accept permits, licenses, utility easements, leases, and other easements;
- (c) acquire, hold, and dispose of tangible and intangible personal property and real property;
- (d) appoint officers of the Association in accordance with the Bylaws;
- (e) maintain, repair, and replace all portions of the Development for which the Association is assigned maintenance responsibility under this Declaration or any easement and cost-sharing agreement with other Persons; and
- ~~(f) — deal with the Common Property in the event of damage or destruction as a result of casualty loss, condemnation, or eminent domain, in accordance with the provisions of this Declaration; and~~
- ~~(g)~~(f) purchase insurance in accordance with the terms of the Declaration, having deductibles authorized from time to time by the Board of Directors.

4.2. Indemnification of the Board. The members, directors, and officers of the Association and the Board, and any property manager hired by the Association, are not liable to the Owners for any mistaken judgment or acts or omissions which are made in such person's or entity's capacities as a member, director, officer, or managing agent. The Association will indemnify and hold harmless those parties against all contractual liabilities to others arising out of agreements made by those parties on behalf of the Association unless the agreements are made in bad faith or with knowledge that the same are contrary to the provisions of this Declaration.

ARTICLE V. ASSESSMENTS

5.1. Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. Assessments shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Association and the Owners, and for expenses of the Association as provided within the Declaration, and as otherwise authorized by the Board.

5.2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Tract, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) General Assessments and charges; (ii) Special Assessments; and (iv) Specific Assessments. General Assessments and Special Assessments shall be assessed against all the Tracts in accordance with the percentage of liability for common expenses set forth in Exhibit "M" attached hereto and incorporated herein by this reference. Specific Assessments shall be assessed in accordance with Section 5.5 below.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees actually incurred (including post-judgment reasonable attorney fees actually incurred from any prior judgment, if any), shall be a charge on the Tract and shall be a continuing lien upon the Tract against which each assessment is made. Such amounts shall also be the personal obligation of the Person who was the Owner of such Tract at the time when the assessment fell due. Each Owner and the Owner's grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The Board of Directors may, but is not obligated to, permit assessments to be paid in monthly, quarterly, or semi-annual installments. No Owner may be exempted from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

5.3. General Assessments. The Association, acting through the Board, shall have the power and authority to levy and collect assessments ("General Assessments"), payable in monthly installments, from each Owner to cover all charges ~~related to the repairs, maintenance, and replacement of Common Property and for~~ such ~~other~~ expenses as may be reasonably determined from time to time by the Board to be common expenses to be assessed as General Assessments.

5.4. Special Assessments. In addition to other authorized assessments, the Association, acting through the Board, may levy certain assessments ("Special Assessments") against the Tracts, to be payable by their respective Owners, from time to time to cover unbudgeted common expenses or common expenses in excess of those budgeted. ~~The Special Assessments may include those which are necessary for the purpose of defraying, in whole or in part, the cost of any capital improvements (including, without limitation, upgrades) of the Common Property, which are for the benefit of all Owners and occupants of the Tract;~~ provided, however, during any given fiscal year the aggregate amount of Special Assessments levied by the Association shall not exceed \$50,000.00 unless approved by members representing at least two-thirds (2/3) of the total eligible votes of the Association. Any Special Assessment shall also require the consent of the Declarant so long as Declarant is a member of the Association or owns an interest in any Membership Tract. Special Assessments shall be payable in such manner and at such time as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is levied. Notwithstanding anything to the contrary herein, the Association, acting through the Board, may assess a Special Assessment despite any applicable approval requirement if such assessment concerns costs and expenses necessary for the Association to fulfill legal directives or orders, or expenses associated with emergency events in which the ~~Common Property~~ ~~or~~ operation and security of the Development were placed at risk.

5.5. Specific Assessments. ~~The~~ Association, acting through the Board, shall have the power to levy certain assessments ("Specific Assessments") against particular Tracts as follows: (i) to cover the costs, including overhead and administrative costs, of administering the obligations under any cost-sharing agreements applicable to the respective Tracts; (ii) to cover the costs, including overhead and administrative costs, of providing benefits, items or services to the

respective Tracts or occupants thereof as mutually agreed upon between the Association and the respective Owners (which services might include, without limitation, garbage collection, office of amenity services, parking operations, drainage pond maintenance and upkeep, landscape maintenance, and security services), which assessments may be levied in advance of the provision of the requested benefit, item or service being provided as a deposit against charges to be incurred by the Owner or occupants; and (iii) to cover all costs incurred in bringing the respective Tracts into compliance with the terms of this Declaration, or costs incurred as a consequent of the conduct of the Owner of a Tract or their respective employees, agents, tenants, independent contractors, invitees, residents, guests, clients, customers or licensees.

5.6. Computation of Operating Budget. Prior to the beginning of each new fiscal year, the Board of Directors shall (1) prepare a budget covering the estimated common expenses of the Association for the upcoming new fiscal year, including the amount of estimated General Assessments for the upcoming year (the “Budget”), and (2) deliver a copy of the Budget to each Owner at least thirty (30) days prior to the beginning of the new fiscal year. The Budget shall not operate as a limitation on expenditures by the Board, but, rather, the Budget is merely an estimate of expenses on which the Board may base the General Assessment. The Board may, but is not obligated to, permit the General Assessment to be paid in monthly, quarterly, or semi-annual installments. The Budget and the General Assessment shall become effective unless disapproved by the majority of the total vote of the Association membership at a meeting of the membership held prior to the beginning of the new fiscal year.

If either (1) the membership disapprove the Budget prior to the beginning of the new fiscal year as provided herein, or (2) the Board fails for any reason to either (a) prepare Budget for the new fiscal year or (b) deliver the Budget to the Owners, as provided herein, then the Budget and General Assessment in effect for the current fiscal year shall continue for the upcoming new fiscal year, with an added 5% increase. In the event the General Assessment is insufficient to cover the actual common expenses of the Association during any fiscal year, the Board of Directors, upon ten days’ notice to the Owners, may increase the General Assessment during such fiscal year to cover the shortfall.

If, at the end of each fiscal year, the Board determines that the actual, documented common expenses, including any reserves, paid out of the Budget during the preceding fiscal year are less than the amount provided in the Budget for such fiscal year, the Association shall refund such excess to each of the Owners in proportion to their respective General Assessments. Conversely, if the actual, documented common expenses, including any reserves, exceeded the Budget for such year, the Owners shall pay their respective shares of such deficiency to the Association within thirty (30) days after written request therefor.

5.7. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

5.8. Reserve Budget and Reserve Account. The Board may prepare an annual or multi-year reserve budget to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, and which such reserve budget shall also take into account the number and nature of replaceable assets, the expected life of such assets, and the expected repair or replacement costs of the assets (the “**Reserve Budget**”). The Board may establish a reserve account (the “**Reserve Account**”) dedicated solely to funding the Reserve Budget. The Board may include in the Reserve Account funds for such expected repair or replacement costs, and may fund the Reserve Account from collected assessments.

5.9. Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(a) If any assessment (including any General Assessment, Special Assessment, or Specific Assessment), fine, or charge is not paid in full within ten (10) days of the due date, a late charge equal to the greater of ten dollars (\$10.00) or ten percent (10%) of the amount not paid or such higher amount as may be authorized by law, may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten percent (10%) per annum or such higher amount as may be authorized by law, shall accrue from the due date.

(b) If partial payment of an assessment, fine, or charge is made, the amount received may be applied by the Board, in respective order, to post-judgment attorney’s fee from any prior judgment, if any, then to costs and attorney’s fees not reduced to a judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments.

(c) If an assessment (including any General Assessment, Special Assessment, or Specific Assessment), fine, or charge due from an Owner remains delinquent and unpaid for more than thirty (30) days from the date due, then a notice of delinquency may be given to that Owner stating that if the unpaid assessment or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board may accelerate and declare immediately due all of that owner’s unpaid installments of the assessment. If the Owner fails to pay all amounts currently due within ten (10) days of the date of the notice of delinquency, the Board may then accelerate and declare immediately due all installments of the assessment without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall thereby lose the privilege of paying the assessment in installments, unless reinstated in the Board’s discretion. The notice of acceleration provided herein may be included in a collection litigation complaint filed against an owner for unpaid assessments and charges.

(d) If an assessment (including any General Assessment, Special Assessment, or Specific Assessment), fine, or charge remains unpaid more than sixty (60) days after the due date, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the Bylaws, and Georgia law, including reasonable

attorney's fees actually incurred (and including post-judgment reasonable attorney's fees actually incurred from any prior judgment, if any).

(e) A member's right to vote ~~and right to use the Common Property~~ shall automatically be suspended without notice during any period in which a member is more than thirty (30) days delinquent on any assessment or charge, and the member shall be ineligible to vote on any matter ~~or use the Common Property~~ until the member's account balance has been paid in full.

5.10. Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Tract, or a lender considering a loan to be secured by a Tract, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines, or other charges against such Tract. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Tract as of the date specified therein.

ARTICLE VI. DEFAULT, ADMINISTRATION AND ENFORCEMENT

6.1. Non-monetary Violations. If any Owner shall violate or breach any of the provisions, covenants, conditions, restrictions, and/or obligations set forth in this Declaration (a "Defaulting Owner"), and such breach or violation is not cured within thirty (30) days after such Owner has received written notice from the Association or another Owner (an "Affected Owner") (the Association or the Affected Owner being collectively or individually, as the case may be, the "Notifying Party") of such breach or violation, the Notifying Party shall be entitled to: (i) institute and prosecute proceedings for the recovery of damages against such Owner for such violation or breach; (ii) institute and prosecute proceedings for the purpose of preventing or enjoining any or all such violation or breach or attempted violation or breach of the provisions, covenants, conditions, restrictions, and/or obligations set forth in this Declaration; (iii) bring a suit for specific performance of the same; (iv) proceed to perform such defaulted obligation on behalf of such defaulting Owner (and shall have a license to do so); and/or (v) to the extent applicable, exercise any other rights and remedies set forth in this Declaration; provided, however, if such breach or violation is not cured within the aforementioned notice and cure period and such Owner is diligently prosecuting to completion the cure of such breach or violation, the Notifying Party shall not be entitled to exercise the remedies set forth in subsections (i), (iv) or (v) of this Section. Except as otherwise provided for in this Declaration, such remedies shall be cumulative of and in addition to any and all other remedies expressly provided for in this Declaration or which otherwise may now or hereafter be available at law or in equity, separately, concurrently, or in any combination.

6.2. Notifying Party Reimbursement. Within ten (10) days of written demand therefor (including providing copies of invoices reflecting costs) the Defaulting Owner shall reimburse the

Notifying Party for any sum reasonably expended by the Notifying Party due to the default or in correcting the same, together with interest thereon at the highest rate permitted by law to be paid on such type of obligation ("Delinquency Rate").

ARTICLE VII. ARCHITECTURAL CONTROLS

~~7.1. Architectural Control Committee. The Architectural Control Committee (which may be referred to as the "ACC") shall be a permanent committee of the Association consisting of three (3) or five (5) members appointed by Declarant, in Declarant's sole and absolute discretion, from time to time as the Declarant deems necessary. The ACC shall meet at such times as its business may require. A quorum shall consist of a majority of the members of the ACC. All matters within the authority of the ACC shall be decided by a majority of the members of the ACC and attendance at the applicable meeting. Notwithstanding anything herein to the contrary, nothing shall prevent Declarant from appointing as a member of the ACC any previous, current, or soon-to-be member of the Board. Upon the date which Declarant no longer owns any interest in any of the Tracts or improvements thereon, the Board shall automatically have the right to dissolve the ACC or otherwise remove and replace members of the ACC as the Board shall determine in its sole and absolute discretion. If the Board so dissolves the ACC, all rights, duties, and obligations afforded to the ACC shall be granted to, placed on, and assumed by the Board.~~

~~7.2.7.1. Architectural Standards. No Owner, occupant, or any other Person may make any exterior change, alteration, modification (including exterior painting or change to landscaping), or construction on a Tract or the Common Property, nor erect, place or post any thing or object which may materially affects the exterior appearance of a Tract or the Common Property, without first obtaining the written approval of the ACC Development Authority in accordance with the rules, regulations, and policies of the Development Authority.~~

~~Applications for approval of any such architectural modification shall be submitted to the ACC in writing in accordance with the requirements promulgated by the Board and shall provide such information as the ACC may reasonably require. If the ACC fails to approve, conditionally approve, or to disapprove such application within forty five (45) days after the application and such information as the ACC may reasonably require shall have been submitted, its approval will not be required and this Article shall be deemed complied with, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the design standards, the Association's rules and regulations, or applicable zoning ordinances. In the case of a dispute about whether the ACC responded within forty five (45) days, the person submitting the application shall have the burden of proving that the ACC received said application and other required information.~~

~~The ACC shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The ACC may reject an application or plans in whole or in part, as well as conditionally or unconditionally. If the ACC rejects or~~

~~disapproves an application or plans in whole or in part, it shall provide the applicant the reason for such rejection or disapproval. The Association, acting through the Board, shall stop any construction or modification which is not in conformance with plans approved by the ACC. The ACC may publish design standards for exterior alterations or additions, and any request in compliance therewith shall be approved.~~

~~Within ten (10) days from any approval or disapproval by the ACC, any interested party, or any member of the ACC, may appeal the decision by filing a written notice with the Board. The Board shall consider such appeal at its next meeting in the decision of the Board shall be final.~~

7.3.7.2. LIMITATION OF LIABILITY. REVIEW AND APPROVAL OF ANY APPLICATION PURSUANT TO THIS ARTICLE MAY BE MADE ON ANY BASIS, INCLUDING SOLELY THE BASIS OF AESTHETIC CONSIDERATIONS, AND NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD, THE **ACC DEVELOPMENT AUTHORITY**, NOR ANY MEMBER OF THE FOREGOING SHALL BEAR ANY RESPONSIBILITY FOR ENSURING THE DESIGN, QUALITY, STRUCTURAL INTEGRITY OR SOUNDNESS OF APPROVED CONSTRUCTION OR MODIFICATIONS, NOR FOR ENSURING COMPLIANCE WITH BUILDING CODES, ZONING REGULATIONS AND OTHER GOVERNMENTAL REQUIREMENTS. NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD, **THE DEVELOPMENT AUTHORITY**, OR ANY MEMBER OF ANY OF THE FOREGOING SHALL BE HELD LIABLE FOR ANY INJURY, DAMAGES OR LOSS ARISING OUT OF THE MANNER, DESIGN, OR QUALITY OF CONSTRUCTION ON OR MODIFICATIONS TO ANY TRACT, NOR MAY ANY ACTION BE BROUGHT AGAINST THE DECLARANT, ASSOCIATION, THE BOARD, **THE DEVELOPMENT AUTHORITY**, OR ANY MEMBER THEREOF, FOR ANY SUCH INJURY, DAMAGE, OR LOSS. NEITHER THE DECLARANT, THE ASSOCIATION, THE BOARD, **THE DEVELOPMENT AUTHORITY**, NOR ANY MEMBER THEREOF, SHALL BE LIABLE TO ANY PERSON FOR ANY REASON WHATSOEVER FOR ANY INJURIES OR DAMAGES WHATSOEVER RELATING IN ANY WAY TO THE APPROVAL, DISAPPROVAL, CONDITIONAL APPROVAL, OR THE FAILURE TO APPROVE OR DENY ANY APPLICATION SUBMITTED TO IT PURSUANT TO THE TERMS OF THIS ARTICLE.

~~7.4. — No Waiver of Future Approvals. Each Owner acknowledges that the members of the Board will change from time to time and that interpretation, application, and enforcement of the architectural standards may vary accordingly. The approval of the Board of any proposals, plans, and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval of the Board, shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.~~

7.5.7.3. Enforcement. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, ~~the Design Standards~~ or any applicable zoning regulations shall be deemed to be nonconforming. Upon written request from the Board, a violating Owner shall, at the Owner's sole cost and expense, remove such nonconforming construction, alteration, or other work and restore the property to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board, or its designees, shall have the right, in addition to all other available remedies, to enter the property, remove the violation and restore the property, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees actually incurred, may be assessed against such Tract, regardless of whether or not litigation is filed.

7.6.7.4. Approval of COHS Concept Designs. ~~The City of Holly Springs has prepared or caused to be prepared certain The~~ concept designs for the improvements to be constructed on the Apartment Tract 1, the Apartment Tract 2, Brewery Tract, the Office/Retail Tract 1, the Office/Retail Parking Tract 1, the City Hall Tract, the COHS Amphitheater Tract, the COHS Parking Deck Tract, and the COHS Streets & Park Tract, ~~which are dated April 2022 and~~ attached hereto as Exhibit "ON" (the "COHS Concept Designs"). Notwithstanding anything to the contrary contained in this Declaration, the Owner(s) of the Apartment Tract 1, the Apartment Tract 2, the Brewery Tract, the Office/Retail Tract 1, the Office/Retail Parking Tract 1, the City Hall Tract, the COHS Amphitheater Tract, the COHS Parking Deck Tract, and the COHS Streets & Park Tract shall not be required to request and/or obtain approval of the ACC Development Authority to construct the initial improvements on the Apartment Tract 1, the Apartment Tract 2, the Brewery Tract, the Office/Retail Tract 1, the Office/Retail Parking Tract 1, the City Hall Tract, the COHS Amphitheater Tract, the COHS Parking Deck Tract, and the COHS Streets & Park Tract as depicted in the COHS Concept Designs so long as: (i) such improvements are constructed in general conformance with the COHS Concept Designs; (ii) such improvements substantially conform in design quality to similar improvements at other first rate, high quality developments; and (iii) such improvements have been approved by the City of Holly Spring's architectural review board. Notwithstanding the foregoing, any material alterations to such improvements will require the prior, written approval of the ACC Development Authority.

~~7.7. — Declarant Properties. Notwithstanding anything to the contrary contained in this Declaration, all Tracts owned by Declarant, its affiliates and/or subsidiaries or owned by any partial or full assignee of Declarant's rights as Declarant shall be exempt from and shall not be~~

subject to any of the requirements, approvals, consents, or other provisions whatsoever of this Article 7 for so long as such Tracts are owned by Declarant, its affiliates and/or subsidiaries or owned by any partial or full assignee of Declarant's rights as Declarant.

ARTICLE VIII. MAINTENANCE RESPONSIBILITY

~~8.1. — Association's Responsibility. The Association, acting through the Board, shall have the powers and duties to operate, maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping, grass areas, streets, paving, and other improvements situated on the Common Property. The Association, acting through the Board, shall also maintain and keep in good repair all water and sewer pipes or facilities which serve only the Common Property, to the extent that such pipes and facilities are not maintained by public, private, or municipal utility companies. The Association shall maintain the detention/retention ponds that serve the Development; provided, however, the Association's obligation to maintain such detention/retention ponds may be assigned, in whole or in part, to any other entity, and in such event, the Association shall have no obligation to maintain, repair, or replace, or liability relating to, such detention/retention ponds. Such maintenance shall be performed consistent with this Declaration and the Development Wide Standard established pursuant hereto.~~

~~If, during the course of performing any maintenance required herein, the Association discovers that maintenance, repair, or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair, or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense without prior notice to the Owner.~~

~~Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Property or any other area within the Development by an Owner or occupant which is the Association's responsibility hereunder shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. Additionally, in the event an Owner or occupant performs such maintenance or repair, the Association may require the Owner or occupant to restore such property to substantially the same condition as it existed prior to such maintenance or repair.~~

~~If the Board determines that the need for maintenance or repair is in those portions of the Development for which the Association is obligated to maintain and is caused through the actions or inactions of any Owner or occupant, or his/her/its guests, lessees or invitees, then the Association may assess the cost of any such work against the Owner's Tract.~~

~~**8.2. — LIMITATION OF LIABILITY. THE ASSOCIATION SHALL NOT BE LIABLE FOR INJURY OR DAMAGE TO PERSON OR**~~

~~PROPERTY CAUSED BY THE ELEMENTS OR BY THE OWNER OF ANY TRACT, OR ANY OTHER PERSON, OR RESULTING FROM ANY UTILITY, RAIN, SNOW OR ICE WHICH MAY LEAK OR FLOW FROM ANY PORTION OF THE DEVELOPMENT OR FROM ANY PIPE, DRAIN, CONDUIT, APPLIANCE OR EQUIPMENT. THE ASSOCIATION SHALL NOT BE LIABLE TO THE OWNER OF ANY TRACT OR SUCH OWNER'S OCCUPANT, GUEST, INVITEE, OR LICENSEE, FOR LOSS OR DAMAGE, BY THEFT OR OTHERWISE, OF ANY PROPERTY WHICH MAY BE STORED IN OR UPON ANY OF PORTION OF THE DEVELOPMENT. THE ASSOCIATION SHALL NOT BE LIABLE TO ANY OWNER, OR ANY OWNER'S OCCUPANT, GUEST, INVITEE, OR LICENSEE FOR ANY DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY THE ASSOCIATION'S FAILURE TO DISCHARGE ITS RESPONSIBILITIES UNDER THIS ARTICLE WHERE SUCH DAMAGE OR INJURY IS NOT A FORESEEABLE, NATURAL RESULT OF THE ASSOCIATION'S FAILURE TO DISCHARGE ITS RESPONSIBILITIES. NO DIMINUTION OR ABATEMENT OF ASSESSMENTS SHALL BE CLAIMED OR ALLOWED BY REASON OF ANY ALLEGED FAILURE OF THE ASSOCIATION TO TAKE SOME ACTION OR PERFORM SOME FUNCTION REQUIRED TO BE TAKEN OR PERFORMED BY THE ASSOCIATION UNDER THIS DECLARATION, OR FOR INCONVENIENCE OR DISCOMFORT ARISING FROM THE MAKING OF REPAIRS OR IMPROVEMENTS WHICH ARE THE RESPONSIBILITY OF THE ASSOCIATION, OR FROM ANY ACTION TAKEN BY THE ASSOCIATION TO COMPLY WITH ANY LAW, ORDINANCE, OR WITH ANY ORDER OR DIRECTIVE OF ANY MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY.~~

8.3.8.1. Owner's Responsibility. ~~Except as specifically provided in Section 7.1 above, e~~Each Owner shall maintain and keep in good repair, condition, and order the Owner's Tract, the improvements located on such Owner's Tract, and all structures located on such Owner's Tract. Such maintenance shall be performed in a manner which meets (or exceeds) standards commensurate with high quality, A+ mixed use developments and consistent with this Declaration and the Development-Wide Standard established pursuant hereto. Each Owner shall perform the Owner's responsibility hereunder in such manner so as not to unreasonably disturb other Tract Owners. In performance of such maintenance responsibilities hereunder, the Owner shall comply with all other provisions of this Declaration, including, but not limited to, Article VII of this

Declaration. ~~Each Owner shall also have the obligation to promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible to maintain, repair, and/or replace.~~

8.4.8.2. Failure to Maintain. If the Board determines that any Owner has failed or refused to discharge properly the Owner's obligation with regard to the maintenance as provided in this Article, then, except in the case of an emergency as determined in the sole discretion of the Board, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense.

The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board. Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete the maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue completion of such repair or replacement. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be an assessment and lien against the Owner and the Tract.

If, during the course of performing such maintenance, the Association discovers that maintenance, repair, or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair, or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at the Owner's expense without prior notice to the Owner.

8.5.8.3. Maintenance Standards and Interpretation. ~~The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board. The Board of Directors, in its discretion, may determine schedules of maintenance and repair for the Common Property and any other property within the Development which the Association is responsible to maintain hereunder, and may do so based on the availability of funds for performance of such projects. The Board shall attempt to determine and prioritize schedules based on its opinion of severity of damage and need for corrective work or maintenance. Maintenance and repairs which are part of the Association's responsibility need not be made upon Owner request if, in the Board's discretion, an emergency condition does not exist and such maintenance or repair is included or is to be included within the Board's schedule of maintenance or repairs.~~

~~The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary from one term of the Board to another. These variances shall not constitute a waiver by the Board of the right to adopt and enforce maintenance standards under this Article. No decision or interpretation by the Board shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board.~~

ARTICLE IX. EASEMENTS

9.1. Easements for Use and Enjoyment. Every Owner of a Tract shall have a right and easement of ingress and egress, use and enjoyment in and to the ~~Common Property~~ COHS Streets, Parking and Parks Property, including the streets and sidewalks, which shall be appurtenant to and shall pass with the title to the Owner's Tract, subject to the following provisions:

(a) the right of the ~~Association, acting through the Board, Development Authority~~ to make and to enforce reasonable rules and regulations governing the use of the COHS Streets, Parking and Parks Property; provided, however, all parking located on the COHS Streets, Parking and Parks Property shall be free of charge for the Owners, residents, guests, invitees, and licensees of the Tracts ~~Common Property and the Tracts; and~~

(b) the terms and conditions of this Declaration, the Bylaws, and the rules and regulations of the Association.;

~~(c) the right of the Association to grant permits, licenses, or easements across the Common Property; and~~

~~(d) the right of the Association to entered into easement and cost-sharing agreement with other Persons that benefit and/or burden the Development pursuant to such terms as the Board deems reasonable.~~

9.2. Association Blanket Easement. Declarant hereby declares, grants, creates, imposes and establishes for the benefit of the Association (including the Board), and its permittees and licensees, a perpetual, nonexclusive easement for access, ingress and egress to, from, over, under and through the entire Development for the performance of its obligations and duties hereunder.

9.3. Temporary Construction Easement. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, a temporary non-exclusive easement over and upon each Tract for the purpose of construction of site improvements, and each Owner's construction of their respective vertical improvements on each Tract. This temporary construction easement shall expire upon the substantial completion of the construction on each Tract, as evidenced by a certificate of occupancy for the improvements thereon, and is subject to the following conditions: (a) each Owner shall exercise its easement rights with as little interruption and interference to the other Owners and Tracts as is reasonably possible; **[RESERVED]**, and (c) upon completion, such Owner shall immediately remove, or cause to be removed, all vehicles, heavy

equipment, machinery and construction supplies from any other Tract affected by such construction by such Owner.

9.4. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Tract ~~and such portion or portions of the Common Property adjacent thereto or as between adjacent Tracts~~ due to trees or the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than two (2) feet, as measured from any point on the common boundary between each Tract ~~and the adjacent portion of the Common Property or as between adjacent Tracts, as the case may be,~~ along a line perpendicular to such boundary at such point.

9.5. Emergency Access. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, non-exclusive perpetual easements over all Tracts for emergency ingress, egress, and access in circumstances involving immediate risks to personal health or safety. Entry shall not be to the interior of any improvements used for dwelling purposes unless such improvements are attached dwellings and such entry is necessary to address a current emergency, including, but not limited to, fire, flooding, or infestation.

9.6. Pedestrian Easements. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, non-exclusive perpetual easements, rights, and privileges of pedestrian passage and use on, over, and across all pedestrian walkways, pedestrian malls or plazas, jogging trails, or bike paths now existing or hereafter constructed in, on, under, over, and through the Development in connection with the use and enjoyment of such improvements.

9.7. Vehicular Easements. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, non-exclusive perpetual easements, rights, and privileges of vehicular ingress, egress, access, passage and use, on, over, and across, except for parking (unless otherwise specified herein), all roadways and driveways bordering, crossing or located upon the Development or any portion thereof, including, without limitation, the Common Roadways, pending construction thereof and, after construction thereof, as actually constructed in connection with the development, use and enjoyment of the Tracts by the respective Owners thereof and their employees, independent contractors, guests, invitees, agents, and other respective permittees.

9.8. Lateral Support Easements. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, non-exclusive perpetual easements for lateral support over and through the Tracts, and any improvements thereon or therein which contribute to the lateral support of any other Tracts and any improvements completed thereon,

9.9. Easements for Enforcement. Declarant hereby declares, establishes, creates, and reserves for the Association non-exclusive, perpetual easements for and of access to the applicable areas of the Development to undertake any inspections authorized under this Declaration and to take any enforcement actions authorized under this Declaration; provided, however, the Association shall not have the right to exercise the easements established, created, and reserved in this Section with respect to any unit that is a residential dwelling, except in situations in which the Association in its sole, but reasonable, discretion determines an emergency exists. Any entry and access pursuant to this Section shall not constitute a trespass.

9.10. Directional Signage Easements. Declarant hereby declares, establishes, creates, and reserves for the benefit of the Association-Development Authority non-exclusive, perpetual easements for the location, erection, maintenance, use, installation and removal of street, traffic, directional, and other related signs (the “Directional Signs”) on, over, and through all portions of all of the Common Property Development lying within ten (10) feet of the Common Roadways or within ten (10) feet of any boundary line of any Tract which abuts a publicly dedicated street or road; provided, however, nothing contained in this Section ~~4.4(e)~~ shall permit the location, erection, maintenance, use, and/or installation of such signs if such location, erection, maintenance, use, and/or installation shall cause the signage to materially obstruct access to or visibility of any building or encroach onto or upon any buildings located on such Tract.

~~9.11. Easements for Maintenance. Declarant hereby declares, establishes, and creates, and reserves for the benefit of the Association non-exclusive, perpetual easements for the operation, maintenance, repair, and/or replacement of any Common Property which the Association is obligated or agrees to operate, maintain, repair, and/or replace, if any, hereunder.~~

~~9.12.~~ 9.11. Stormwater Drainage Easements. Declarant hereby establishes, creates and reserves for the benefit of each Tract, and as a burden on each Tract, a non-exclusive reciprocal easement appurtenant on, over, across, in and through all parts of the Development, including, without limitation, any storm sewer lines, retention/detention areas, and ponds and appurtenant facilities now or hereafter located on the Development (collectively, the “**Drainage Facilities**”), for the drainage of surface water runoff from each Tract through or into such Drainage Facilities.

Subject to Declarant’s consent, which shall not be unreasonably withheld, and subject to an Owner’s compliance with the provisions of this Declaration, an Owner may relocate any common Drainage Facilities on its Tract; provided, however, that:

(a) any such relocation of common Drainage Facilities will be at the sole cost and expense of such Owner;

(b) the use of common Drainage Facilities by any other Owner will not be limited or interrupted by any such relocation;

(c) the present or future use of any such relocated Drainage Facilities by any other Owner shall not be limited in volume or concentration to amounts or levels that are less than that of the Drainage Facilities existing prior to the relocation;

(d) there shall not be an increase in the cost of operation or use of the Drainage Facilities to the other Owners as a result of said relocation; and

(e) for so long as Declarant owns any interest in any Tract, such Owner shall provide Declarant fifteen (15) days' notice of its plans to relocate any common Drainage Facilities on its Tract (and such written notice shall include adequate plans for such relocation), and Declarant shall have the right to veto such Owner's plans (in Declarant's reasonable discretion); provided, however, if Declarant does not inform such Owner of Declarant's decision to either veto or approval of such relocation within thirty (30) days of receiving such adequate notice from Owner, Declarant shall automatically be deemed to have consented to such Owner's plans.

9.13.9.12. Utility Easements. Declarant hereby establishes and creates for the benefit of, and as appurtenances to, each Tract, and the Owners thereof from time to time, with respect to, and as a burden upon, the other Tracts, perpetual non-exclusive rights, privileges and easements in, to, over, under, along and across the other Tracts for the purpose of (i) installing, operating, using, maintaining, repairing, replacing, relocating, and removing lines and facilities for the delivery of utility services to each Tract and the improvements from time to time located thereon, including but not limited to sanitary sewer, water (fire and domestic) specifically including a common water line for irrigation purposes, gas, electric, telephone and communication lines and other similar facilities (hereinafter collectively referred to as "Common Utility Lines"), and (ii) connecting and tying into the Common Utility Lines for such utilities which are installed from time to time within the Development and using such Common Utility Lines in connection with the delivery of such utility services to each such Tract and the improvements from time to time located thereon. Such easement rights shall be subject to the following provisions as well as the other provisions contained in this Declaration:

(a) Location. Any Common Utility Lines installed within the Development pursuant to this Section shall be underground unless otherwise agreed by the Owner of the Tract on which such Common Utility Lines are installed. All such Common Utility Lines shall be located either within the streets ~~which are within Common Property~~, or within ten (10) feet of the edge of pavement of the streets ~~which are within Common Property~~, or in a location otherwise approved by the Owner whose Tract is to be burdened thereby, and, in any case, shall be located outside of any building area. The easement area related thereto shall be no larger than whatever is necessary to reasonably satisfy the utility company, as to a public utility, five (5) feet on each side of the centerline as to a private line, or as otherwise agreed to by the affected parties. The Owner whose Tract is to be burdened shall have the right to require that a copy of an as-built survey of any such Common Utility Line be delivered to it after installation, at the installing party's expense.

(b) Construction. Any Owner of a Tract connecting to Common Utility Lines on the Tract of another party pursuant to this Section: (i) shall provide at least thirty (30) days prior written notice to the Owner(s) of the Tract(s) on which such Common Utility Lines are to be located of its intention to do such work, (ii) shall pay all costs and expenses with respect to such work, (iii) shall cause all work in connection therewith (including general clean-up and surface and/or subsurface restoration) to be completed using first class materials and in a good and workmanlike manner as quickly as possible and in a manner so as to minimize interference with the conduct or operation of the business of the Owner(s) whose Tract(s) is/are affected, (iv) shall not interrupt, diminish, or otherwise interfere with, or increase the cost of, the utility services to the other parties served by such Common Utility Lines, (v) shall obtain all necessary permits, licenses and approvals required for the installation of such Common Utility Lines and/or connection to existing Common Utility Lines on the other Tracts, including, without limitation the approval of any applicable utility company or Governmental Authority regarding the capacity of any existing Common Utility Lines to accommodate additional usage and shall comply in all respects with all applicable governmental laws, regulations, and requirements, (vi) shall promptly, at its sole cost and expense, clean the area and restore the affected portion of the other Tract(s) to a condition equal to or better than the condition which existed prior to the commencement of such work, (vii) except in the case of the installation of Common Utility Lines on the Tract of another party prior to completion of the initial construction of improvements on the Tract of such other party, shall cause such work to be done after normal business hours whenever possible and otherwise as quickly as possible and in such manner as to cause as little disturbance in the use of the Tract affected as is practicable under the circumstances, (viii) shall not impair storm water drainage from the other Tract(s), (ix) shall perform any such work in accordance with the reasonable requests of the Owner(s) of the Tract(s) affected thereby (for example, it is a reasonable request that all such work be done through use of a sleeve or lateral borings and that no direct borings occur if not absolutely required), and (x) shall indemnify and hold the Owner(s) of the Tract(s) on which such Common Utility Lines are installed harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorneys' fees, which may result from any such work.

(c) Relocation. Each Owner shall have the right at any time, and at its sole cost and expense, to relocate elsewhere within its Tract any such Common Utility Line serving another Tract, provided that such relocation shall be performed only after thirty (30) days' notice of such intention to so relocate shall be given to each party which is served by such Common Utility Line, and provided such relocation:

(i) shall not interrupt the normal business activities or peaceful enjoyment of the parties served by such Common Utility Line, diminish, or otherwise interfere with, or increase the cost of, the utility services to the parties served by such Common Utility Line;

(ii) shall not reduce or impair the usefulness or function of such Common Utility Line;

(iii) shall be performed without cost or expense to the parties served by such Common Utility Line;

(iv) shall be completed in a good and workmanlike manner using materials and design standards which equal or exceed those originally used;

(v) shall not interrupt other utility services to other Tracts or unreasonably interfere with the conduct or operation of the business or peaceful enjoyment of any other Owner;

(vi) shall be performed in compliance with all applicable governmental laws, regulations and requirements;

(vii) shall not impair storm water drainage from any other Tract;

(viii) shall not materially impair access to or use of the streets ~~which are within Common Property~~; and

(ix) shall not disrupt the conduct or operation of the business of any other Owner or occupant during normal business hours.

Documentation of the relocated easement area shall be at the expense of the Owner undertaking such relocation and shall be accomplished as soon as possible. The Owner of the Tract served by such relocated utility shall have a right to require an as built survey of such relocated utility be delivered to it at the relocating party's expense.

(d) Fees and Charges. The Owner of each Tract shall be responsible for all connection charges, user fees, tap-on fees, and similar fees and charges imposed by utility companies or any Governmental Authority as a result of the connection of any such Common Utility Line to the improvements constructed upon such Owner(s)'s Tract.

(e) Dedication. The Owner of any Tract on which such Common Utility Lines are located shall have the right to dedicate and convey to the appropriate Governmental Authority and to public utility companies any Common Utility Lines installed pursuant to this Section, provided any such dedication or conveyance shall not adversely affect the use and enjoyment of such Common Utility Lines by the Owners of the other Tracts, and to grant any other easements or licenses to such appropriate Governmental Authority and public utility companies as are reasonably necessary or desirable for obtaining adequate utility service for the benefit of such Owner's Tract, provided such easements and licenses shall not interfere with the use and enjoyment of the other Owners, and provided that such easements and licenses shall in any event be located outside of the building areas on such other encumbered Tracts. The Owners of the other Tracts

shall cooperate and assist such other Owner and shall join in and consent to such dedications and conveyances if requested by other such other Owner, at no cost, however, to any such parties. If any facilities with respect to which easements are created by this Declaration are dedicated to any Governmental Authority or any quasi-governmental authority, then the easement rights established by this Declaration with respect to the dedicated facilities shall automatically terminate upon such dedication. If any Owner wishes to dedicate any such facilities to a Governmental Authority or a quasi-governmental authority, the other Owners agree to cooperate to cause such facilities to be so dedicated, at no expense to such Owners.

9.14.9.13. No Rights to Public Generally. The easements and rights created in this Article do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of the general public. The Owners, as to their respective Tracts, hereby reserve the right to close temporarily, to the extent reasonably practicable, upon seven (7) days' prior written notice (which may be given by posting in conspicuous locations upon the relevant portion of the Tract) to all other Owners, all or any portion of the ~~Common Property, located on such~~ Owner's Tract which, in the reasonable opinion of the Owner, may be legally necessary to prevent a dedication thereof, or any accrual of any rights therein, in the general public or in any person other than the persons for which such easements are expressly created in this Declaration. In the event that any other Owner should deem the temporary closing of such easements necessary to prevent such dedication or accrual of rights, and should such other Owner so advise the other Owners, the other Owners hereby agree not to refuse unreasonably to close temporarily such easements upon the request of such other Owner therefor to prevent public rights from arising with respect thereto.

9.15.9.14. Installation, Maintenance, and Repair. Unless otherwise provided herein, each and every Owner exercising its respective rights under the easements granted, reserved and created in this Article agree with and for the benefit of the Association and the other Owners, that any and all construction, installation, repair, replacement, relocation, and maintenance of any streets, roads, driveways, walkways, sidewalks, trails, paths, connections, utility lines, signs and other facilities (i) shall be done in compliance with the Environmental Restrictions and Environmental Maintenance Obligations, and (ii) shall be done by, and at the sole cost and expense of, the Owner so exercising its rights under this Article ~~(except in the case of maintenance of Common Property, which are to be maintained by the Association)~~; (ii) shall be done only upon reasonable notice to the Owner whose Tract is so affected; and (iii) shall be done in a manner so as to minimize, to the extent reasonably possible, any interruption and interference to the Owners in the normal operation of their properties and the improvements thereon. After the completion of any such construction, installation, repair, replacement, relocation, and maintenance of any such streets, roads, driveways, walkways, sidewalks, trails, paths, connections, utility lines, signs, and other facilities, the Tract on, over, under or through which such work was done, shall be left in a clean and good condition, with all debris removed therefrom, with trenches and cuts properly filled, with any plants, shrubbery or other landscaping which may have been disturbed by such work restored to their former condition and with all areas within which dirt has been exposed,

reseeded, and with dirt properly handled and disposed of in compliance with the Environmental Restrictions.

9.16.9.15. Rights of Other Parties. Except as otherwise expressly provided herein, each of the easements created, granted, conveyed, and/or reserved pursuant to this Article may be utilized by the lessees, employees, invitees, permittees, contractors, subcontractors, assigns, and successors of each Owner, and/or the Association, as the case may be.

9.17.9.16. Scope of Easements. Each of the easements created by this Declaration shall (unless expressly provided herein to the contrary) be perpetual in duration and shall, both as to the benefits and the burdens thereof, run with the title to, and burden the title to, the property identified.

ARTICLE X. SALE OF TRACTS

10.1. Grantor's Obligation for Notice. A Tract Owner intending to make a transfer or sale of a Tract or any interest in a Tract shall give the Board written notice of such intention within seven (7) days after execution of the transfer or sales documents. The Owner shall furnish the Board, as part of the notice, the name and address of the intended grantee and such other information as the Board may reasonably require. This Article shall not be construed to create a right of first refusal in the Association or in any third party.

10.2. Grantee's Obligation for Notice. Within seven (7) days after receiving title to a Tract, the grantee of the Tract shall give the Board written notice of such ownership of the Tract. Upon failure of an Owner to give the required notice within the seven (7) day period provided herein, the Board may levy a fine against the Tract and Owner thereof, and assess the Owner for all costs incurred by the Association in determining the Owner's identity.

ARTICLE XI. INSURANCE

11.1. ~~Hazard Insurance on Common Property~~Individual Tract Owner Insurance. ~~Each Owner shall carry blanket all risk casualty insurance, if reasonably available, or if not reasonably available, fire and extended coverage, on the Owner's Tract, and all structures constructed thereon. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any Owner fails to obtain insurance or fails to furnish proof of a current insurance policy in effect, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner. Nothing contained in this Section shall require the Association to purchase insurance on behalf of the Owner~~The Association's Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property. The insurance shall include fire and extended coverage, including coverage for vandalism and malicious mischief, and shall be in an amount sufficient to

~~cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase “all-risk” coverage in like amounts.~~

11.2. General Liability Insurance and Directors’ and Officers’ Liability Insurance. The Board shall obtain a public-general liability policy ~~applicable to the Common Property~~ covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents in their capacities as such, and, if reasonably available, directors’ and officers’ liability insurance. The public-general liability policy shall have a combined single limit of at least one million (\$1,000,000.00) dollars.

11.3. Premiums and Deductible on Association Policies. Premiums for all insurance obtained by the Association shall be a common expense of the Association. The policies may contain a reasonable deductible, ~~and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost.~~

11.4. Policy Terms. All such insurance coverage obtained by the Board and the Owners shall ~~be written in the name of the Association. Such insurance shall~~ be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in Georgia.

~~(b) — All policies on the Common Property shall be for the benefit of the Association and its members.~~

(eb) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(dc) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(ed) All casualty insurance policies shall have an inflation guard endorsement and an agreed amount endorsement if these are reasonably available ~~and all insurance policies should be reviewed annually by one or more qualified persons.~~

(fe) The Board and the Owners shall use reasonable efforts to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, the Association's manager, if any, the Owners and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) a provision that no policy may be canceled, invalidated, suspended or subjected to nonrenewal on account of any one or more individual Owners, and a provision that no policy may be canceled, invalidated, suspended, or subjected to nonrenewal due to any defect or conduct of any director, officer, or agent of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time for the required cure to be performed;

(iv) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(v) that no policy may be canceled or substantially modified or subjected to nonrenewal without at least thirty (30) days prior written notice to the Association.

~~11.5.—Individual Tract Owner Insurance. Each Owner shall carry blanket all-risk casualty insurance, if reasonably available, or if not reasonably available, fire and extended coverage, on the Owner's Tract, and all structures constructed thereon meeting the same requirements as set forth in this Article for insurance on the Common Property obtained by the Association. Upon request by the Board, the Owner shall furnish a copy of such insurance policy or policies to the Association. In the event that any Owner fails to obtain insurance or fails to furnish proof of a current insurance policy in effect, the Association may purchase such insurance on behalf of the Owner and assess the cost thereof to the Owner. Nothing contained in this Section shall require the Association to purchase insurance on behalf of the Owner.~~

~~Each Owner further covenants and agrees that, in the event of damage and destruction of structures on his or her Tract, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.~~

ARTICLE XII. REPAIR AND RECONSTRUCTION

12.1. Common Property Tracts. In the event of damage to or destruction of all or any part of ~~the Common Property insured by the Association~~ a Tract as a result of fire or other casualty, ~~unless eighty percent (80%) of the Tract Owners vote not to proceed with the reconstruction and repair of the all or any portion of the Common Property,~~ the Board Owner of the Tract or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the damaged

part of the ~~Common Property~~ Tract in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.

~~12.2. Cost Estimates.~~ As soon as reasonably practical after a fire or other casualty causing damage to the Common Property insured by the Association, the Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Tract) to substantially the condition which existed before such casualty, allowing for any changes or improvements necessitated by changes in applicable building codes. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary.

~~Source and Allocation of Proceeds.~~ If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all of the Tract Owners without the necessity of a vote of the members or compliance with Article VI, Section 6.7 above. If, after repair and reconstruction is completed, there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board.

ARTICLE XIII. RESTRICTIONS ON USE

13.1. Use Restrictions. No Owner shall operate, or allow or permit the operation of, on any portion of the Development, a franchise fast food restaurant, an establishment offering the provision of goods, services, or amusements from which minors would customarily be excluded because of the sexually explicit nature thereof (provided, however, that such prohibition involving minors shall not prohibit standard movie theaters that may exclude minors from certain shows), or for the operation of adult book stores, massage parlors (except first-class spas and massage establishments, such as Massage Envy and High-End Spa), brothels, public or private bathhouses, escort services, adult movie theaters, adult video theaters, or other establishments which display adult movies or adult video recordings, or establishments which display erotic, strip, nude, or semi-nude dancers, any facility selling or displaying pornographic materials, pawn shops, second-hand stores (except for first-class second-hand stores such as Plato's Closet or vinyl record stores), odd lot, closeout, or liquidation stores, auction houses, flea markets, junk yards, recycling facilities or stockyards, any educational or training facility operated by, affiliated with, owned (in whole or in part) by, or supported by any post-secondary educational institution, dry cleaning or laundry plants (except as to an establishment which receives and dispenses items for launder and/or dry cleaning but the processing of which such items is done elsewhere), blood banks, funeral homes, cemeteries, crematories or morgues or stores selling caskets (whether for human beings or for animals), establishments providing taxidermy services or other services related to the preserving, cleaning, curing, or processing of animals, fish, or wild game, the outdoor housing or raising of

animals, the sale, leasing, or storage of automobiles (provided, however, that showrooms of luxury vehicles such as Tesla and other vehicles which commonly have first rate showrooms at high quality mixed use developments shall be permitted), boats, or other vehicles, any business servicing motor vehicles or selling gasoline or diesel fuel or vehicle or motor parts at retail or wholesale and services relating thereto, including, without limitation, any quick lube oil change services, or any other vehicle mechanical service or repair facility, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, including the storage and/or distribution facilities for the same (provided, however, such prohibition shall not apply to the Brewery-Indoor Social Tract, which said Brewery-Indoor Social Tract shall have the right to conduct brewing activities, including the storage and distribution for the same), refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a car wash (except the washing of cars as a service incidental to a permitted use), a carnival, amusement park, or circus (except for an amusement facility or activity that is an incidental use to some other permitted use), an off track betting establishment, a bingo hall, any use involving underground storage tanks or the use, storage, disposal, or handling of Hazardous Material (as hereinafter defined), any use which may require water and sewer services in excess of the capacities allocated to the Development by any Governmental Authority, a church, temple, synagogue, mosque, or other house of worship, a so-called “head shop” or any other facility for the sale of paraphernalia for use with illicit drugs or (whether legal under the laws of the State of Georgia or not) other CBD, THC, hemp-based, e-cigarette or vape products, an abortion clinic or clinic offering abortions among its services, or the dumping or disposing of garbage or refuse, or any use which emits a noxious odor, noise or sound which can be heard or smelled outside of any building (provided, however, this provision shall not prohibit an outdoor paging system, nor shall it prohibit the reasonable emanation of cooking odors from any restaurants, dumping, disposing, incinerating, or reducing of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors), nor shall it prohibit music which may be heard from a commercial place of business provided such music is compliant with all local ordinances). The foregoing restrictions shall run with and bind the Development and shall inure to the benefit of Declarant and the Owners, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years after the Effective Date and shall automatically renew for successive periods of twenty (20) years. There shall be no limit in the number of times of such restrictions shall be renewed. After the initial twenty year (20) period, the foregoing restrictions may be terminated, in whole or in part, by at least eighty percent (80%) of the Owners of the Tracts executing a document containing a legal description of the Development, a list of the names of all record Owners, and a description of the restriction(s) to be terminated. Such document shall be recorded in the office of the Clerk of the Superior Court of Cherokee County, Georgia no sooner than but within two (2) years prior to the expiration of any renewal twenty (20) year period.

13.2. Trash. Without limiting the foregoing, no trash, garbage, or other refuse shall be dumped, stored, or accumulated on the Development, except in sanitary containers or garbage compactor units which are regularly removed. Garbage containers, if any, shall be kept in a clean

and sanitary condition, and shall be so placed to be fully screened by shrubbery or other appropriate material, including operable doors, as not to be visible from any adjacent site, road or lake within sight distance of the Development at any time except during refuse collection. Any doors shall be maintained in closed position when refuse is not being collected. No outside burning for the disposal of wood, leaves, trash, garbage or other refuse shall be permitted.

ARTICLE XIV. HAZARDOUS MATERIAL, INDEMNITY

14.1. Limitations on Use. With respect to the Hazardous Material currently existing in, on or under the Development, each Owner and occupant will develop and use their respective Tracts in accordance with, and at all times will fully comply with, the Environmental Restrictions and Environmental Law. "Hazardous Material" means any substance, whether solid, liquid, or gaseous: (i) which is listed, defined, or regulated as a "hazardous substance," "hazardous waste," "hazardous material" or "solid waste," or otherwise classified or regulated as dangerous, hazardous, or toxic, in or pursuant to any Environmental Law; (ii) which is or contains petroleum or petroleum products, asbestos, radon, lead, mold, any polychlorinated biphenyl, polybrominated diphenyl ether, urea formaldehyde foam insulation, explosive or radioactive material, infectious, biological or chemical agent or substance; or (iii) which causes contamination or nuisance, or threat of the same, on the Tracts or any adjacent property, or a hazard or potential harm to human health, safety, or the environment. "Environmental Law" means any applicable federal, state, or local laws, statutes, rules, regulations, ordinances, or orders, or judicial or administrative decrees or decisions relating to pollution, human health, safety, or the environment, or to the Release or threatened Release (as defined by 42 CFR 9601(22)) of Hazardous Material into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of, or exposure to, pollutants, contaminants, chemicals or industrial, toxic or hazardous materials, substances, or wastes, in each case as amended and whenever in effect, whether existing now or promulgated in the future.

14.2. Subsequent Hazardous Materials. No Owner and/or occupant of any portion of the Development shall use or permit the use of Hazardous Material first introduced onto the Development after the Effective Date on, about, or under the Development, except of a reasonable type and commercial quantity used in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with Environmental Law. Each Owner shall promptly notify the Association in writing of: (i) any enforcement, cleanup, removal, or governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Law; (ii) any written claim made or threatened against the Owner, its Tract or any improvements located thereon relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (iii) any written reports made to any environmental agency arising out of or in connection with any Hazardous Material in, on, under or removed from its Tract or any Improvements located thereon, including any written complaints, notices, warnings or asserted violations in connection therewith. Each Owner shall also deliver to the Association, within five (5) business days after such Owner first

receives or sends the same, copies of all such claims, reports, complaints, notices, warnings, or asserted violations relating in any way to his or her Tract, any improvements located thereon, or the Owner's use thereof.

14.3. Indemnity. Each Owner agrees to protect, defend, indemnify and hold the other Owners and the Association harmless from and against all causes, claims, demands, losses, liabilities, costs and expenses (including without limitation attorneys' fees) incurred, directly or indirectly, by such other Owner as a result of or in connection with such Owner's failure to comply with any of the provisions of this Article which are specifically applicable to such Owner.

14.4. Indemnity to Declarant. Each of the Owners agrees to indemnify, defend and hold harmless Declarant from and against all losses, liabilities, damages, causes of action, judgments, penalties, fine, costs and expenses (including fees, costs, and expenses of attorneys, consultants, contractors, experts, and laboratories), of any kind, occurring on or after the Effective Date arising from or related to the presence of Hazardous Material on or at the Development caused by any Owner or other person or entity employed, controlled or affiliated with the Owner ("Owner Party"), provided, however, the foregoing obligation to indemnify, defend and hold harmless Declarant shall not apply to any Hazardous Material which were present on or beneath the Owner's Tract prior to the Effective Date of this Declaration.

ARTICLE XV. PARKING

15.1. Resi-Office/Retail Parking Tract 1 Exclusive Operation. Resi-Office/Retail Parking Tract 1 shall be subject to the exclusive operation, use and control of the Owner of Resi Office/Retail Parking Tract 1, along with its guests, invitees, and permitted users, ~~and therefore shall not be Common Property~~. Expenses concerning the operation, maintenance, repair or upkeep of the Office/Retail Resi-Parking Tract 1 shall be the sole responsibility of the Owner of such tract; ~~accordingly, such expenses shall not be included in the Budget as General Assessments and shall not be allocated to or borne by any Owner other than the Owner of the Resi Parking Tract 1. As of the Effective Date of this Declaration, it is contemplated that a residential condominium and a retail condominium will be created on the Resi/Retail Tract 1. In the event a residential condominium and a retail condominium are created on Resi/Retail Tract 1, the use of Resi Parking Tract 1 shall be reserved for the exclusive use of the residential condominium created on the Resi/Retail Tract 1, the Sub-owners within such residential condominium, along with their guests, invitees, and permitted users.~~

15.2. Resi Parking Tract 2 Indoor Social Tract Exclusive Operation. The parking located on the Indoor Social Tract Resi Parking Tract 2 shall be subject to the exclusive operation, use and control of the Owner of Indoor Social Tract Resi Parking Tract 2, along with its guests, invitees, and permitted users, ~~and therefore shall not be Common Property~~. Expenses concerning the operation, maintenance, repair or upkeep of the parking located on the Indoor Social Tract Resi Parking Tract 2 shall be the sole responsibility of the Owner of such tract; ~~accordingly, such~~

~~expenses shall not be included in the Budget as General Assessments and shall not be allocated to or borne by any Owner other than the Owner of the Resi Parking Tract 2. As of the Effective Date of this Declaration, it is contemplated that a residential condominium and a retail condominium will be created on the Resi/Retail Tract 2. In the event a residential condominium and a retail condominium are created on Resi/Retail Tract 2, the use of Resi Parking Tract 2 shall be reserved for the exclusive use of the residential condominium created on the Resi/Retail Tract 2, the Sub-owners within such residential condominium, along with their guests, invitees, and permitted users.~~

ARTICLE XVI. MORTGAGEE'S RIGHTS

16.1. Foreclosure. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Tract obtains title pursuant to judicial or nonjudicial foreclosure of the first Mortgage, it shall not be liable for assessments or charges by the Association chargeable to such Tract which became due prior to such acquisition of title. Such acquirer shall be responsible for all charges accruing subsequent to the passage of title.

16.2. Eligible Mortgage Holder. A Mortgage Holder shall become an Eligible Mortgage Holder if the Mortgage Holder provides to the Association in writing its name, address, and phone number, as well as the address of the Tract and name of the Tract Owner to which it holds a Mortgage; provided, however, a settlement statement (HUD-1) from a closing shall not be sufficient information to enable a Mortgage Holder to become an Eligible Mortgage Holder. Upon becoming an Eligible Mortgage Holder, an Eligible Mortgage Holder shall be entitled to timely written notice of the following:

(a) any delinquency in the payment of assessments or charges owed by an Owner of a Tract subject to a first Mortgage held by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an individual Owner of any other obligation under this Declaration which is not cured within sixty (60) days; or

(b) any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

16.3. Financial Statement. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, a copy of the financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

16.4. Non-Impairment. Notwithstanding anything to the contrary herein contained, the provisions of this Declaration governing sales and leases shall not apply to impair the right of any first Mortgagee to: (i) foreclose or take title to a Tract pursuant to remedies contained in its

Mortgage; (ii) take a deed or assignment in lieu of foreclosure; or (iii) sell, lease, or otherwise dispose of a Tract acquired by the Mortgagee.

16.5. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Tract.

ARTICLE XVII.

AMENDMENTS

17.1. General. This Declaration may be amended by a document that has been fully executed by and acknowledged and consented to by the affirmative vote or written consent, or any combination of affirmative vote and written consent, of members of the Association representing at least eighty percent (80%) of the total eligible votes in the Association and the written consent of the Declarant (so long as Declarant owns any interest in any property subject to this Declaration). Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in Cherokee County, Georgia land records.

~~17.2.—Unilateral Amendment. Prior to the Board Transition Date, the Declarant shall have the right to unilaterally amend (or amend and restate) this Declaration (according to Declarant's sole and absolute discretion) and record such amendment (or amended and restated Declaration) in the Cherokee County, Georgia land records ("Declarant's Unilateral Right to Amend"), and any such amendment shall automatically be deemed to have been ratified, consented to, and agreed to by all Owners, the Association (and all members of the Association), and the Board; provided, however, Declarant shall have no right to amend (or amend and restate) this Declaration in a manner resulting in a material adverse effect on the rights, duties, obligations, or liabilities to be vested in or placed on any Owner, the Association, or the Board after the Board Transition Date. Declarant's Unilateral Right to Amend shall include, but not be limited to, Declarant's right to unilaterally amend this Declaration to (a) correct any scrivener's errors; (b) bring any provision of this Declaration into compliance with any applicable governmental statute, rule, regulation, judicial determination or rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Development ("HUD"), or any other government sponsored or owned entity that purchases, guarantees, and/or insures loans for multifamily residential developments, retail developments, mixed-use developments, and the like; (c) enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Development; (d) update the legal descriptions relating to the Brewery Tract, the City Hall Tract, the COHS Amphitheater Tract, the COHS Parking Deck Tract, and the COHS STREETS & PARK TRACT; and/or (e) update Exhibit "M" pertaining to the Percentage of Liability for Common Expenses. In connection with any exercise by Declarant of Declarant's Unilateral Right to Amend, each Owner (and its Mortgagee, as applicable) hereby covenants and agrees to perform such other acts, and to execute, acknowledge, and/or deliver such~~

~~other instruments, written consents, documents and materials as may be reasonably necessary to amend and/or restate the Declaration as provided herein. Notwithstanding that certain of the easements created hereby may ultimately run to the benefit of occupants and permittees of an Owner of all or part of the Development or other non-property owners, nothing contained in this Declaration shall imply that the consent of any such other benefited parties is required in connection with an amendment, modification or termination of this Declaration, unless expressly provided in this Declaration.~~

~~17.3.~~17.2. Limitation Period. Any action to challenge the validity of this Declaration or an amendment adopted under this Article must be brought within one (1) year of the recording of this Declaration or such amendment in the Cherokee County, Georgia land records. No action to challenge this Declaration or any such amendment may be brought after such time, and by acceptance of a deed of a Tract, each Owner, whether now or hereafter existing, hereby waives the right to bring any action challenging the validity of this Declaration would be brought within one (1) year of the recording of this Declaration the Cherokee County, Georgia land records.

ARTICLE XVIII. ANNEXATION

18.1. Annexation of Additional Property. The Declarant may from time to time subject to the provisions of this Declaration all or any portion of the Additional Property. Such annexation shall be accomplished by recording a Supplemental Declaration describing the property to be annexed. Such Supplemental Declaration shall require the consent of the members of the Association representing at least eighty percent (80%) of the total eligible votes in the Association and the consent of the owner of the property to be annexed, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Nothing in this Declaration shall be construed to require the Declarant to acquire, annex, or develop any of the Additional Property.

ARTICLE XIX. SIGNAGE CONTROL; TRADEMARK PROTECTION

19.1. Signage Control. RESERVED.

19.2. Trademark Protection. RESERVED.

ARTICLE XX. GENERAL PROVISIONS

20.1. Enforcement. In addition to any other enforcement right set forth within the Declaration or Bylaws, the Association, acting through the Board of Directors, shall have the right to enforce, in its sole discretion, any violation of the Declaration, Bylaws or rules and regulations of the Association by a proceeding at law or in equity, or as otherwise provided herein. Failure of the Declarant or the Board of Directors to exercise their authority to take enforcement action authorized by the Declaration, Bylaws or rules and regulations of the Association shall not be grounds for any action against the Declarant, the Association, or the Board of Directors, or any of

the directors, officers, employees, committee members, or agents of the foregoing. Owners may enforce the Declaration against other Owners by a proceeding at law or in equity.

(a) Suspension of Voting. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge. The Association shall not be required to provide any notice to such member that the member's voting rights have been automatically suspended. The Board shall also have the right to suspend a member's right to vote for a reasonable period of time for any violation of the Declaration, Bylaws, or rules and regulations. Nothing in this Declaration or the Bylaws shall operate to suspend the member's right with respect to the appointment of a director(s) of the Board of Directors.

(b) Abatement and Self-Help. The Board or its designee may enter upon a Tract to exercise self-help in order to remove or abate any violation thereon of the Declaration; provided, however, the Board shall first provide the Owner of the Tract ten (10) days notice of the Board's intention to enter the Owner's Tract and provide the Owner with an opportunity to remove or abate the violation, provided further, such notice shall not be required if the Board determines that an emergency exists. All costs of self-help or of otherwise enforcing the Declaration, Bylaws or Association rules, including reasonable attorney's fees actually incurred, shall be assessed against the Owner, occupant and/or Tract subject to the violation.

(c) Notice of Violation. The Association shall have the authority to record in the Cherokee County, Georgia land records a notice of violation identifying an uncured violation of the Declaration, Bylaws, or rules and regulations regarding a Tract.

(d) Enforcement Costs. The Owner or occupant responsible for a violation shall be liable for all costs incurred in enforcement, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. In the event an occupant is responsible for the violation, the Owner shall also be liable for all costs incurred in enforcement against such occupant, including reasonable attorney's fees actually incurred, whether or not a legal proceeding in law or equity is filed in connection with the violation. All such costs shall be considered a specific assessment and shall become a lien against the Owner's Tract.

(e) Waiver. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter. Neither the Declarant, the Association, its Board of Directors, any duly created committee, any member of any of the foregoing, the Association's officers, nor agents shall have any liability of any kind as a result of any failure to enforce any provision contained in this Declaration, the Bylaws, or the rules and regulations of the Association. Each Owner acknowledges and agrees that the Association has the discretion to pursue covenant violations based on the gravity of the violation, the strength of the Association's legal and factual position,

and the Association's financial position. The Association's decision regarding any specific covenant violation shall not affect the rights of other Owners with respect to that violation.

20.2. No Merger. It is the express intention of the Declarant that the easements, rights, privileges and obligations granted and declared under this Declaration shall burden and benefit each such Tract, as stated herein, individually as a separate and distinct parcel of land. In the event Declarant further subdivides its Tract, the easements, rights, privileges and obligations granted and declared under this Declaration shall not be extinguished by the operation of the doctrine of merger of estates as a result of common ownership. Upon conveyance of any portion of any Tract such that the Tract ceases to be under the sole ownership of an Owner, neither the Owner conveying said Tract nor the Owner acquiring said Tract shall need to execute additional documentation to evidence the existence of said easements, rights, privileges and obligations, and said easements, rights, privileges and obligations shall relate back to and shall be deemed to have been created as of the date this Declaration is recorded in the appropriate public real estate records.

20.3. Consent. Any request for consent or approval of the Board under this Declaration shall (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained, if any; and (c) be accompanied by such background information as is reasonably necessary to make an informed decision thereon.

20.4. No Agency. Nothing in this Declaration shall be deemed or construed to create the relationship of principal and agent or of a limited or general partners or of joint venturers or of any other association between the Owners any permittees and any other person or entity, unless expressly stated herein.

20.5. Time of the Essence. Time is of the essence for all terms contained within this Declaration.

20.6. Duration. The covenants, conditions, restrictions, and easements within this Declaration shall run with and bind the property subject to this Declaration perpetually or as otherwise provided by Georgia law; provided, however, so long as Georgia law restricts the time permitted for covenants restricting lands to certain uses to run, the restrictions contained herein shall run with and bind the Development and shall inure to the benefit of Declarant and the Owners, their respective legal representatives, heirs, successors and assigns, for a period of twenty (20) years after the Effective Date and shall automatically renew for successive periods of twenty (20) years. There shall be no limit in the number of times of such restrictions shall be renewed. After the initial twenty year (20) period, the restrictions may be terminated, in whole or in part, by at least eighty percent (80%) of the Owners of the Tracts executing a document containing a legal description of the Development, a list of the names of all record Owners, and a description of the restriction(s) to be terminated. Such document shall be recorded in the office of the Clerk of the Superior Court of Cherokee County, Georgia no sooner than but within two (2) years prior to the expiration of any renewal twenty (20) year period. Any violation of said covenants, conditions,

restrictions, and easements shall not result in a forfeiture or reversion of title or of any easements granted hereunder. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited hereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

20.7. SECURITY. THE ASSOCIATION MAY, BUT SHALL NOT BE REQUIRED TO, FROM TIME TO TIME, PROVIDE MEASURES OR TAKE ACTIONS WHICH DIRECTLY OR INDIRECTLY IMPROVE SAFETY AT THE DEVELOPMENT; HOWEVER, EACH OWNER AND OCCUPANT, FOR HIMSELF OR HERSELF AND HIS OR HER TENANTS, GUESTS, LICENSEES, AND INVITEES, ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION IS NOT A PROVIDER OF SECURITY AND SHALL HAVE NO DUTY TO PROVIDE SECURITY AT THE DEVELOPMENT. IT SHALL BE THE RESPONSIBILITY OF EACH OWNER TO PROTECT HIS OR HER PERSON AND PROPERTY AND ALL RESPONSIBILITY TO PROVIDE SUCH SECURITY SHALL LIE SOLELY WITH EACH TRACT OWNER.

THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SAFETY MEASURES UNDERTAKEN.

20.8. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate

general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

~~20.9. Eminent Domain. If all or any part of the Common Property shall be taken or conveyed in lieu of or under threat of condemnation by any authority having power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining Common Property to the extent land is available therefor.~~

20.10.20.9. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation of the Association, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

20.11.20.10. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect the application of such provision to other circumstances or affect any other provision, which shall remain in full force and effect. Each provision of this Declaration and the application thereof to the Tracts are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared and to cause such legal description to become a part of or subject to this Declaration, to the extent necessary. Ownership of more than one or all of the Tracts by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

20.12.20.11. Conflicts. The duties, powers, and obligations of the Association, including the members, directors, and officers, shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Nonprofit Corporation Code, the Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations of the Association, in that order, shall prevail; and each Owner of a Tract, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Declaration under seal this
____ day of _____, 20____.

DECLARANT:

WALTON HOLLY SPRINGS, LLC, a
Georgia limited liability company

Signed, sealed and delivered
in the presence of:

By: _____ (Seal)

Witness: _____

Name: _____

Notary Public

Its: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has consented to this Declaration under seal
this _____ day of _____, 20_____.

DOWNTOWN DEVELOPMENT
AUTHORITY OF HOLLY SPRINGS

Signed, sealed and delivered
in the presence of:

By: _____ (Seal)

Name: _____

Witness: _____

Its: _____

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has consented to this Declaration under seal
this _____ day of _____, 20_____.

STONECREST HOMES GA, LLC
a Georgia limited liability company

By: _____ (Seal)

Name: _____

Signed, sealed and delivered
in the presence of:

Witness: _____

Its: _____

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has consented to this Declaration under seal
this _____ day of _____, 20____.

THE CITY OF HOLLY SPRINGS,
GEORGIA

Signed, sealed and delivered
in the presence of:

By: _____ (Seal)

Name: _____

Witness: _____

Its: _____

Notary Public

EXHIBIT "A"

DESCRIPTION OF SUBMITTED PROPERTY

ALL THAT TRACT or parcel of land lying and being in Land Lots 306, 342 and 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia, containing 766,630 square feet or 17.59 acres in accordance with a minor subdivision/lot consolidation plat for City of Holly Springs Downtown Development Authority by Southeastern Engineering, Inc., Wayne A. Powers Georgia Registered Land Surveyor #2891, dated May 5, 2022, last revised June 8, 2022, and being more particularly described as follows:

COMMENCING at a point at the common Land Lot Corner of Land Lots 306, 307, 342 and 343; THENCE, westerly along the common Land Lot Line of Line Lots 306 and 343 on a bearing of North 89 degrees 00 minutes 44 seconds West, a distance of 40.92 feet to a point at the southwesterly boundary of N/F City of Holly Springs (PID 15-0306-0011)(DB14739, PG1993); said point also being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING, southeasterly along said southwesterly boundary on a bearing of South 30 degrees 38 minutes 59 seconds East, a distance of 115.65 feet to a point;

THENCE, southerly along a curve to the right an arc length of 71.68 feet (said curve having a radius of 45.00 feet and a chord bearing of South 14 degrees 58 minutes 49 seconds West and a chord distance of 64.34 feet) to a point on the northerly right-of-way of Hickory Road (apparent variable right-of-way)

THENCE, continuing along said right-of-way South 60 degrees 36 minutes 36 seconds West, a distance of 175.83 feet to a point; THENCE, South 63 degrees 39 minutes 54 seconds West, a distance of 61.91 feet to a point; THENCE, South 71 degrees 33 minutes 09 seconds West, a distance of 75.42 feet to a point;

THENCE, South 83 degrees 01 minutes 28 seconds West, a distance of 112.41 feet to a point;

THENCE, North 63 degrees 12 minutes 23 seconds West, a distance of 60.12 feet to a point;

THENCE, North 34 degrees 20 minutes 27 seconds West, a distance of 49.93 Feet to a point;

THENCE, North 22 degrees 24 minutes 04 seconds West, a distance of 75.99 feet to a point;

THENCE, South 73 degrees 23 minutes 07 seconds West, a distance of 66.10 feet to a point;

THENCE South 11 degrees 38 minutes 29 seconds East, a distance of 34.77 feet to a point;

THENCE, South 46 degrees 11 minutes 31 seconds West, a distance of 62.21 feet to a point;

THENCE South 81 degrees 12 minutes 53 seconds West, a distance of 25.82 feet to a point;

THENCE North 72 degrees 20 minutes 22 seconds West, a distance of 144.93 feet to a point;

THENCE, North 69 degrees 44 minutes 19 seconds West, a distance of 32.12 feet to a point;

THENCE, along a curve to the left an arc length of 185.16 feet (said curve having a radius of 693.52 feet and a chord bearing of North 78 degrees 47 minutes 21 seconds West and a chord distance of 184.61 feet) to a point; THENCE, along a curve to the left an arc length of 28.22 feet

(said curve having a radius of 693.52 feet and a chord bearing of North 87 degrees 36 minutes 12 seconds West and a chord distance of 28.21 feet) to a point;

THENCE, North 88 degrees 46 minutes 07 seconds West, a distance of 229.72 feet to a point;

THENCE, North 07 degrees 43 minutes 53 seconds West, a distance of 19.46 feet to a point at the southeast boundary corner of N/F Tridium Associates LLC (PID 15-0343-0016); THENCE, leaving said northerly Right of Way of Hickory Road and along the easterly boundary of N/F Tridium Associates LLC (PID 15-0343-0016) on a bearing of North 07 degrees 43 minutes 53 seconds West, a distance of 6.07 feet to a point; THENCE, North 01 degrees 07 minutes 57 seconds West, a distance of 35.50 feet to a point; THENCE, North 39 degrees 43 minutes 32 seconds West, a distance of 6.29 feet to a point at the easterly Right of Way of Georgia Northeastern Railroad (Variable Right of Way); THENCE, northerly along said easterly railroad Right of Way along a curve to the right an arc length of 229.22 feet (said curve having a radius of 1346.76 feet and a chord bearing of North 30 degrees 03 minutes 07 seconds East and a chord distance of 228.94 feet) to a point;

THENCE, North 34 degrees 55 minutes 41 seconds East, a distance of 260.61 feet to a point;

THENCE, along a curve to the left an arc length of 472.06 feet (said curve having a radius of 5737.39 feet and a chord bearing of North 32 degrees 34 minutes 15 seconds East and a chord distance of 471.93 feet) to a point; THENCE, along a curve to the left an arc length of 116.91 feet (said curve having a radius of 5737.39 feet and a chord bearing of North 29 degrees 37 minutes 48 seconds East and a chord distance of 116.90 feet) to a point; THENCE, leaving said railroad right-of-way along a curve to the right an arc length of 400.52 feet (said curve having a radius of 2086.00 feet and a chord bearing of South 47 degrees 11 minutes 24 seconds East and a chord distance of 399.90 feet) to a point; THENCE, South 26 degrees 13 minutes 02 seconds East, a distance of 49.16 feet to a point; THENCE, along a curve to the right an arc length of 233.64 feet (said curve having a radius of 2072.44 feet and a chord bearing of South 34 degrees 20 minutes 10 seconds East and a chord distance of 233.52 feet) to a point;

THENCE, along a curve to the right an arc length of 121.14 feet (said curve having a radius of 1147.50 feet and a chord bearing of South 33 degrees 40 minutes 26 seconds East and a chord distance of 121.08 feet) to a point; THENCE, South 30 degrees 38 minutes 59 seconds East, a distance of 221.00 feet to a point and the POINT OF BEGINNING.

EXHIBIT "B"

DESCRIPTION OF APARTMENT TRACT 1

All that tract or parcel of land lying and being in Land Lots 306, 342 and 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a point at the corner common to Land Lots 306, 307, 342 and 343; thence running along the Land Lot line common to Land Lots 306 and 343 North 89° 00' 44" West a distance of 40.92 feet to an iron pin set and the TRUE POINT OF BEGINNING; thence from the point thus established and leaving said Land Lot line South 30° 38' 59" East a distance of 115.65 feet to an iron pin set; thence running along a curve to the right an arc length of 71.68 feet, (said curve having a radius of 45.00 feet, with a chord bearing of South 14° 58' 49" West, and a chord length of 64.34 feet) to a point on the northerly Right of Way on Hickory Road (variable Right of Way); thence running along said Right of Way the following courses: South 60° 36' 36" West a distance of 3.89 feet to an iron pin set; thence South 60° 36' 36" West a distance of 171.94 feet to an iron pin set; thence South 63° 39' 54" West a distance of 61.91 feet to an iron pin set; thence South 71° 33' 09" West a distance of 75.42 feet to an iron pin set; thence South 83° 01' 28" West a distance of 112.41 feet to an iron pin set; thence North 63° 12' 23" West a distance of 60.12 feet to an iron pin set; thence North 34° 20' 27" West a distance of 49.93 feet to an iron pin set; thence North 22° 24' 04" West a distance of 75.99 feet to a point; thence leaving said Right of Way North 22° 24' 04" West a distance of 66.75 feet to an iron pin set; thence North 18° 07' 04" West a distance of 128.10 feet to an iron pin set; thence North 04° 01' 04" East a distance of 31.85 feet to an iron pin set; thence North 71° 52' 56" East a distance of 264.07 feet to an iron pin set; thence North 18° 16' 28" West a distance of 27.00 feet to an iron pin set; thence North 71° 52' 56" East a distance of 169.75 feet to an iron pin set; thence running along a curve to the right an arc length of 13.21 feet, (said curve having a radius of 1147.50 feet, with a chord bearing of South 30° 58' 46" East, and a chord length of 13.21 feet) to an iron pin set; thence South 30° 38' 59" East a distance of 221.00 feet to an iron pin set and the TRUE POINT OF BEGINNING. Said tract contains 4.488 Acres (195,511 Square Feet).

EXHIBIT "C"

DESCRIPTION OF APARTMENT TRACT 2

All that tract or parcel of land lying and being in Land Lot 306 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a point at the corner common to Land Lots 306, 307, 342 and 343; thence running along the Land Lot line common to Land Lots 306 and 343 North 89° 00' 44" West a distance of 40.92 feet to an iron pin set; thence leaving said Land Lot line North 30° 38' 59" West a distance of 221.00 feet to an iron pin set; thence running along a curve to the left an arc length of 13.21 feet, (said curve having a radius of 1147.50 feet, with a chord bearing of North 30° 58' 46" West, and a chord length of 13.21 feet) to an iron pin set; thence running along a curve to the left an arc length of 107.93 feet, (said curve having a radius of 1147.50 feet, with a chord bearing of North 34° 00' 13" West, and a chord length of 107.89 feet) to a point; thence North 31° 20' 30" West a distance of 17.03 feet to a point; thence running along a curve to the left an arc length of 112.87 feet, (said curve having a radius of 2072.44 feet, with a chord bearing of North 33° 08' 14" West, and a chord length of 112.85 feet) to an iron pin set and the TRUE POINT OF BEGINNING; thence from the point thus established and running along a curve to the right an arc length of 70.69 feet, (said curve having a radius of 38.00 feet, with a chord bearing of South 18° 35' 33" West, and a chord length of 60.93 feet) to an iron pin set; thence South 71° 52' 56" West a distance of 346.66 feet to an iron pin set; thence North 18° 07' 04" West a distance of 152.16 feet to an iron pin set; thence running along a curve to the right an arc length of 39.95 feet, (said curve having a radius of 38.00 feet, with a chord bearing of North 12° 00' 13" East, and a chord length of 38.14 feet) to an iron pin set; thence North 42° 07' 30" East a distance of 114.48 feet to an iron pin set; thence South 47° 52' 38" East a distance of 57.76 feet to an iron pin set; thence North 42° 07' 30" East a distance of 181.11 feet to an iron pin set; thence running along a curve to the right an arc length of 94.30 feet, (said curve having a radius of 2086.00 feet, with a chord bearing of South 42° 59' 04" East, and a chord length of 94.29 feet) to an iron pin set; thence South 26° 13' 02" East a distance of 49.16 feet to an iron pin set; thence running along a curve to the right an arc length of 103.75 feet, (said curve having a radius of 2072.44 feet, with a chord bearing of South 36° 07' 54" East, and a chord length of 103.74 feet) to an iron pin set and the TRUE POINT OF BEGINNING. Said tract contains 1.875 Acres (81,683 Square Feet).

EXHIBIT “D”

DESCRIPTION OF ~~BREWERY~~ INDOOR SOCIAL TRACT

TO BE PREPARED

EXHIBIT "E"

DESCRIPTION OF CITY HALL TRACT

TO BE PREPARED

EXHIBIT “F”

DESCRIPTION OF COHS AMPHITHEATER TRACT

TO BE PREPARED

EXHIBIT “G”

DESCRIPTION OF COHS PARKING DECK TRACT

TO BE PREPARED

EXHIBIT “H”

DESCRIPTION OF COHS STREETS & PARK TRACT

TO BE PREPARED

EXHIBIT "I"

DESCRIPTION OF ~~RESIOFFICE~~/RETAIL TRACT 1

TO BE PREPARED

All that tract or parcel of land lying and being in Land Lots 306 and 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a point at the corner common to Land Lots 306, 307, 342 and 343; thence running along the Land Lot line common to Land Lots 306 and 343 North 89° 00' 44" West a distance of 40.92 feet to an iron pin set; thence leaving said Land Lot line North 30° 38' 59" West a distance of 221.00 feet to an iron pin set; thence running along a curve to the left an arc length of 13.21 feet, (said curve having a radius of 1147.50 feet, with a chord bearing of North 30° 58' 46" West, and a chord length of 13.21 feet) to an iron pin set; thence South 71° 52' 56" West a distance of 169.75 feet to an iron pin set; thence South 18° 16' 28" East a distance of 27.00 feet to an iron pin set; thence South 71° 52' 56" West a distance of 264.07 feet to an iron pin set; thence South 04° 01' 04" West a distance of 31.85 feet to an iron pin set; thence South 80° 44' 25" West a distance of 38.96 feet to an iron pin set and the TRUE POINT OF BEGINNING; thence from the point thus established and running South 18° 07' 04" East a distance of 80.00 feet to an iron pin set; thence running along a curve to the right an arc length of 36.91 feet, (said curve having a radius of 23.50 feet, with a chord bearing of South 26° 52' 56" West, and a chord length of 33.23 feet) to an iron pin set; thence South 72° 06' 36" West a distance of 221.69 feet to an iron pin set; thence running along a curve to the right an arc length of 131.37 feet, (said curve having a radius of 96.50 feet, with a chord bearing of North 61° 22' 00" West, and a chord length of 121.46 feet) to an iron pin set; thence North 19° 11' 29" West a distance of 14.15 feet to a point; thence running along a curve to the right an arc length of 36.91 feet, (said curve having a radius of 23.50 feet, with a chord bearing of North 26° 52' 56" East, and a chord length of 33.23 feet) to a point; thence North 71° 52' 56" East a distance of 15.92 feet to a point; thence running along a curve to the right an arc length of 6.68 feet, (said curve having a radius of 8.50 feet, with a chord bearing of South 85° 37' 04" East, and a chord length of 6.51 feet) to a point; thence South 63° 07' 04" East a distance of 21.94 feet to an iron pin set; thence North 71° 52' 56" East a distance of 90.34 feet to a point; thence North 26° 52' 56" East a distance of 11.12 feet to a point; thence North 63° 07' 04" West a distance of 10.71 feet to a point; thence running along a curve to the right an arc length of 3.53 feet, (said curve having a radius of 1.50 feet, with a chord bearing of North 04° 22' 56" East, and a chord length of 2.77 feet) to a point; thence North 71° 52' 56" East a distance of 52.25 feet to a point; thence running along a curve to the right an arc length of 6.68 feet, (said curve having a radius of 8.50 feet, with a chord bearing of South 85° 37' 04" East, and a chord length of 6.51 feet) to a point; thence South 63° 07' 04" East a distance of 21.94 feet to a point; thence North 71° 52' 56" East a distance of 64.88 feet to an iron pin set; thence North 26° 52' 56" East a distance of 11.12

feet to a point; thence North $63^{\circ} 07' 04''$ West a distance of 10.71 feet to a point; thence running along a curve to the right an arc length of 3.53 feet, (said curve having a radius of 1.50 feet, with a chord bearing of North $04^{\circ} 22' 56''$ East, and a chord length of 2.77 feet) to a point; thence North $71^{\circ} 52' 56''$ East a distance of 12.54 feet to a point; thence running along a curve to the right an arc length of 36.91 feet, (said curve having a radius of 23.50 feet, with a chord bearing of South $63^{\circ} 07' 04''$ East, and a chord length of 33.23 feet) to an iron pin set and the TRUE POINT OF BEGINNING. Said tract contains 0.828 Acres (36,047 Square Feet).

EXHIBIT "J"

DESCRIPTION OF ~~RESIOFFICE~~/RETAIL TRACT 2

TO BE PREPARED

All that tract or parcel of land lying and being in Land Lot 306 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a point at the corner common to Land Lots 306, 307, 342 and 343; thence running along the Land Lot line common to Land Lots 306 and 343 North 89° 00' 44" West a distance of 40.92 feet to an iron pin set; thence leaving said Land Lot line thence North 30° 38' 59" West a distance of 221.00 feet to an iron pin set; thence running along a curve to the left an arc length of 13.21 feet, (said curve having a radius of 1147.50 feet, with a chord bearing of North 30° 58' 46" West, and a chord length of 13.21 feet) to an iron pin set; thence South 71° 52' 56" West a distance of 169.75 feet to an iron pin set; thence South 18° 16' 28" East a distance of 27.00 feet to an iron pin set; thence South 71° 52' 56" West a distance of 264.07 feet to an iron pin set; thence South 04° 01' 04" West a distance of 31.85 feet to an iron pin set; thence South 80° 44' 25" West a distance of 38.96 feet to an iron pin set; thence North 18° 14' 44" West a distance of 68.50 feet to a point; thence North 18° 07' 04" West a distance of 99.00 feet to a point; thence North 17° 59' 24" West a distance of 68.50 feet to an iron pin set and the TRUE POINT OF BEGINNING; thence from the point thus established and running along a curve to the right an arc length of 47.70 feet, (said curve having a radius of 23.50 feet, with a chord bearing of South 40° 02' 08" West, and a chord length of 39.92 feet) to a point; thence North 72° 27' 52" West a distance of 2.76 feet to a point; thence North 63° 07' 04" West a distance of 19.74 feet to an iron pin set; thence South 71° 52' 56" West a distance of 64.88 feet to a point; thence South 26° 52' 56" West a distance of 11.12 feet to a point; thence South 63° 07' 04" East a distance of 10.71 feet to a point; thence running along a curve to the right an arc length of 3.53 feet, (said curve having a radius of 1.50 feet, with a chord bearing of South 04° 22' 56" West, and a chord length of 2.77 feet) to a point; thence South 71° 52' 56" West a distance of 52.25 feet to a point; thence running along a curve to the right an arc length of 6.68 feet, (said curve having a radius of 8.50 feet, with a chord bearing of North 85° 37' 04" West, and a chord length of 6.51 feet) to a point; thence North 63° 07' 04" West a distance of 21.94 feet to a point; thence South 71° 52' 56" West a distance of 90.34 feet to an iron pin set; thence South 26° 52' 56" West a distance of 11.12 feet to a point; thence South 63° 07' 04" East a distance of 10.71 feet to a point; thence running along a curve to the right an arc length of 3.53 feet, (said curve having a radius of 1.50 feet, with a chord bearing of South 04° 22' 56" West, and a chord length of 2.77 feet) to a point; thence South 71° 52' 56" West a distance of 23.36 feet to a point; thence running along a curve to the right an arc length of 36.91 feet, (said curve having a radius of 23.50 feet, with a chord bearing of North 63° 07' 04" West, and a chord length of 33.23 feet) to a point; thence North 18° 07' 04" West a distance of 17.00 feet to an iron pin

set; thence running along a curve to the right an arc length of 131.08 feet, (said curve having a radius of 86.50 feet, with a chord bearing of North $25^{\circ} 17' 38''$ East, and a chord length of 118.89 feet) to an iron pin set; thence North $71^{\circ} 50' 53''$ East a distance of 223.47 feet to an iron pin set; thence running along a curve to the right an arc length of 36.91 feet, (said curve having a radius of 23.50 feet, with a chord bearing of South $63^{\circ} 07' 04''$ East, and a chord length of 33.23 feet) to an iron pin set; thence South $18^{\circ} 07' 04''$ East a distance of 80.00 feet to an iron pin set and the TRUE POINT OF BEGINNING. Said tract contains 0.838 Acres (36,515 Square Feet).

EXHIBIT "K"

DESCRIPTION OF ~~RESIOFFICE~~ PARKING TRACT 1

TO BE PREPARED

All that tract or parcel of land lying and being in Land Lot 343 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a point at the corner common to Land Lots 306, 307, 342 and 343; thence running along the Land Lot line common to Land Lots 306 and 343 North 89° 00' 44" West a distance of 40.92 feet to an iron pin set; thence leaving said Land Lot line North 30° 38' 59" West a distance of 221.00 feet to an iron pin set; thence running along a curve to the left an arc length of 13.21 feet, (said curve having a radius of 1147.50 feet, with a chord bearing of North 30° 58' 46" West, and a chord length of 13.21 feet) to an iron pin set; thence South 71° 52' 56" West a distance of 169.75 feet to an iron pin set; thence South 18° 16' 28" East a distance of 27.00 feet to an iron pin set; thence South 71° 52' 56" West a distance of 264.07 feet to an iron pin set; thence South 04° 01' 04" West a distance of 31.85 feet to an iron pin set; South 18° 07' 04" East a distance of 128.10 feet to an iron pin set; thence South 22° 24' 04" East a distance of 66.75 feet to a point on the northerly Right of Way of Hickory Road (Variable R/W); thence running along said Right of Way; South 73° 23' 07" West a distance of 66.10 feet to an iron pin set and TRUE POINT OF BEGINNING; from point thus established and continuing along said Right of Way South 11° 38' 29" East a distance of 34.77 feet to an iron pin set; thence South 46° 11' 31" West a distance of 62.21 feet to an iron pin set; thence South 81° 12' 53" West a distance of 25.82 feet to an iron pin set; thence North 72° 20' 22" West a distance of 144.92 feet to an iron pin set; thence North 69° 44' 19" West a distance of 32.12 feet to an iron pin set; thence running along a curve to the left an arc length of 24.87 feet, (said curve having a radius of 693.52 feet, with a chord bearing of North 72° 10' 04" West, and a chord length of 24.86 feet) to an iron pin set; thence leaving said Right of Way North 71° 52' 56" East a distance of 264.44 feet to an iron pin set; thence South 15° 25' 34" West a distance of 19.80 feet to an iron pin set; thence South 11° 38' 29" East a distance of 45.72 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.451 Acres (19,666 Square Feet).

EXHIBIT "L"

DESCRIPTION OF RESI PARKING TRACT 2

All that tract or parcel of land lying and being in Land Lot 306 of the 15th District, City of Holly Springs, Cherokee County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a point at the corner common to Land Lots 306, 307, 342 and 343; thence running along the Land Lot line common to Land Lots 306 and 343 North 89° 00' 44" West a distance of 40.92 feet to an iron pin set; thence leaving said Land Lot line thence North 30° 38' 59" West a distance of 221.00 feet to an iron pin set; thence running along a curve to the left an arc length of 13.21 feet, (said curve having a radius of 1147.50 feet, with a chord bearing of North 30° 58' 46" West, and a chord length of 13.21 feet) to an iron pin set; thence South 71° 52' 56" West a distance of 169.75 feet to an iron pin set; thence South 18° 16' 28" East a distance of 27.00 feet to an iron pin set; thence South 71° 52' 56" West a distance of 264.07 feet to an iron pin set; thence South 04° 01' 04" West a distance of 31.85 feet to an iron pin set; thence South 80° 44' 25" West a distance of 38.96 feet to an iron pin set; thence North 18° 14' 44" West a distance of 68.50 feet to a point; thence North 18° 07' 04" West a distance of 99.00 feet to a point; thence North 17° 59' 24" West a distance of 68.50 feet to an iron pin set; thence North 18° 07' 04" West a distance of 80.00 feet to an iron pin set; thence running along a curve to the left an arc length of 36.91 feet, (said curve having a radius of 23.50 feet, with a chord bearing of North 63° 07' 04" West, and a chord length of 33.23 feet) to an iron pin set; thence North 17° 24' 49" West a distance of 35.50 feet to an iron pin set and TRUE POINT OF BEGINNING; from point thus established and running thence South 71° 52' 56" West a distance of 272.38 feet to an iron pin set on the southeasterly Right of Way of Georgia Northeastern Railroad (100' R/W); thence running along said Right of Way North 34° 55' 41" East a distance of 40.08 feet to an iron pin set; thence running along a curve to the left an arc length of 201.37 feet, (said curve having a radius of 5737.39 feet, with a chord bearing of North 33° 55' 21" East, and a chord length of 201.36 feet) to an iron pin set; thence leaving said Right of Way South 57° 01' 10" East a distance of 129.92 feet to an iron pin set; thence South 18° 07' 04" East a distance of 46.84 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.502 Acres (21,871 Square Feet).

EXHIBIT “M”

PERCENTAGE OF LIABILITY FOR COMMON EXPENSES

TO BE PREPARED

EXHIBIT “~~N~~M”

AMENDED AND RESTATED BYLAWS

OF

TOWN CENTER CITY MASTER ASSOCIATION, INC.

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AMENDED AND RESTATED BYLAWS

OF

TOWN CENTER CITY MASTER ASSOCIATION, INC.

ARTICLE I. GENERAL

1.1. Applicability. These Bylaws provide for the self-government of Town Center City Master Association, Inc., in accordance with the Articles of Incorporation filed with the Secretary of State and the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Town Center City (hereafter referred to as the “Declaration”), recorded in the Cherokee County, Georgia land records.

1.2. Name. The name of the corporation is Town Center City Master Association, Inc. (hereafter referred to as the “Association”).

1.3. Definitions. The terms used but not otherwise defined herein shall have their generally accepted meanings or the meanings specified in the Declaration.

1.4. Membership. Each Owner of a Membership Tract, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be a member of the Association. This is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner’s membership. No such Owner, whether one or more Persons, shall have more than one (1) membership per Membership Tract owned. In the event of multiple Owners of a Membership Tract, votes and rights of use and enjoyment shall be as provided in this Declaration and in the Bylaws. Membership shall be appurtenant to and may not be separated from ownership of any Membership Tract.

1.5. Voting. Each Owner of a Membership Tract is allocated ~~two~~one (~~2~~1) votes for each Membership Tract owned. Each Owner of a Membership Tract shall be entitled to vote on only those matters upon which members of the Association are explicitly entitled to vote pursuant to the Declaration or these Bylaws. ~~As of the Effective Date of this Declaration, it is contemplated that a residential condominium and a retail condominium will be created on the Resi/Retail Tract 1 and a residential condominium and a retail condominium will be created on the Resi/Retail Tract 2. In the event a residential condominium and a retail condominium are created on Resi/Retail Tract 1, the two (2) votes allocated to Resi/Retail Tract 1 shall be reallocated so that the Owner of the residential condominium located on Resi/Retail Tract 1 shall be allocated one (1) vote and the Owner of the retail condominium located on Resi/Retail Tract 1 shall be allocated one (1) vote. In the event a residential condominium and a retail condominium are created on Resi/Retail Tract 2, the two (2) votes allocated to Resi/Retail Tract 2 shall be reallocated~~

~~so that the Owner of the residential condominium located on Resi/Retail Tract 2 shall be allocated one (1) vote and the Owner of the retail condominium located on Resi/Retail Tract 2 shall be allocated one (1) vote. Notwithstanding the foregoing, nothing herein shall be constructed to create any obligation to create a residential and/or retail condominium on Resi/Retail Tract 1 and/or Resi/Retail Tract 2.~~

When more than one (1) Person holds an ownership interest in any Membership Tract, the vote for such Membership Tract shall be exercised as those Owners determine among themselves; provided, however, if more than one (1) Person seeks to exercise that vote, and such votes are in conflict with other Persons holding an ownership interest in the same Membership Tract, the vote for that Membership Tract shall automatically be suspended with respect to the matter being voted on. A member's right to vote shall automatically be suspended during any period in which a member is more than thirty (30) days delinquent on any assessment or charge (including, without limitation, any General Assessment, Special Assessment, or Specific Assessment), and the members shall be ineligible to vote on any matter, and such member's vote shall not be counted for any purpose, until the member's account balance is paid in full.

1.6. Consent Required. Subject to the terms of the Declaration and these Bylaws, unless at least two-thirds (2/3) of the total eligible votes of the members of the Association (and their respective mortgagees consent, if applicable), the Association or the members of the Association shall not:

(a) change the pro rata interest or obligations of any individual Owner or Tract for the purpose of: ~~(i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of Common Property;~~

(b) partition or subdivide any Tract in any manner inconsistent with the provisions of this Declaration; ~~provided, however, the Owner(s) of Resi/Retail Tract 1 and Resi/Retail Tract 2 shall have the right to create separate residential and retail condominiums on said Tracts without the consent or approval of the members or Declarant;~~
or

~~(c) —by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer of the Common Property (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or~~

~~(d)~~(c) use hazard insurance proceeds (except any available excess insurance proceeds) for losses to any portion of the Tract for other than repair, replacement or reconstruction of such portion of the improvements on the Tract.

As set forth in Article III, Section 3.17 of these Bylaws, the Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Development and may do all such acts and things as are not by the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and

exercised exclusively by the members. In addition to those items listed in subsections (a) through (d) above, the only additional matters that the Declaration, the Articles of Incorporation, or these Bylaws direct to be done and exercised exclusively by the members shall be the following:

(a) petition to call a special meeting of the members in accordance with Article II, Section 2.2 of these Bylaws;

(b) adjourn a meeting of the members in accordance with Article II, Section 2.7 of these Bylaws;

(c) approve borrowing that exceeds or would exceed Fifty Thousand Dollars (\$50,000.00) of outstanding debt at any one time pursuant to Article III, Section 3.15 of these Bylaws;

(d) approve amendments to these Bylaws pursuant and subject to Article V, Section 5.1 of these Bylaws;

(e) require that the Association accounts be audited as a common expense by an independent accountant pursuant to Article VI, Section 6.6 of these Bylaws;

(f) approve Special Assessments that exceed \$50,000 in the aggregate in any given fiscal year pursuant to Article V, Section 5.4 of the Declaration;

(g) disapprove the Budget pursuant to Article V, Section 5.6 of the Declaration;

(h) approve amendments to the Declaration pursuant to Article XVII, Section 17.1 of the Declaration and subject to Article XVII, Section 17.2 of the Declaration;

(i) approve annexation of Additional Property to the Declaration pursuant to Article XVIII, Section 18.1 of the Declaration.

1.7. Declarant Veto Right. For so long as Declarant is a member of the Association or owns an interest in any Membership Tract, Declarant shall have the absolute right to veto any and all votes, consents, or agreements between at least two-thirds (2/3) of the total eligible votes of the members of the Association ("Declarant Veto Right") which, but for Declarant exercising the Declarant Veto Right, would:

(a) change the pro rata interest or obligations of any individual Owner or Tract for the purpose of: ~~(i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of Common Property;~~

(b) partition or subdivide any Tract in any manner inconsistent with the provisions of this Declaration; ~~provided, however, the right of the Owner(s) of Resi/Retail~~

~~Tract 1 and Resi/Retail Tract 2 to create separate residential and retail condominiums on said Tracts shall not be subject to the Declarant Veto Right; or~~

~~(e) — by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer of the Common Property (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or~~

~~(d)(c)~~ use hazard insurance proceeds (except any available excess insurance proceeds) for losses to any portion of the Tract for other than repair, replacement or reconstruction of such portion of the improvements on the Tract.

No vote, approval, consent, or agreement between any or all members of the Association shall be valid unless Declarant is notified in writing of the same. Declarant shall have fifteen (15) business days after receipt of such notice to exercise Declarant's Veto Right, after which, if Declarant has not exercised Declarant's Veto Right by notifying the Association in writing, Declarant shall be automatically deemed to have waived, in that instance only, its right to exercise Declarant's Veto Right.

1.8. Entity Members. In the event an Owner is a corporation, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary, or other designated agent of such trust, or manager of such other legal entity shall be eligible to represent such entity in the affairs of the Association. Such person's relationship with the Association shall terminate automatically upon the termination of such person's relationship with the entity which is the Owner of the Tract. The membership rights of an Owner which is a corporation, partnership, or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

1.9. Purpose. The Association, acting through the Board, shall have the responsibility of administering the Development, establishing the means and methods of collecting the assessments in accordance with the Declaration (including, without limitation, any General Assessment, Special Assessment, or Specific Assessment), and performing all of the other acts that may be required to be performed by the Association pursuant to the Declaration and Georgia Nonprofit Corporation Code. Except as to those matters which the Declaration or the Georgia Nonprofit Corporation Code specifically require to be performed by the vote of the Association membership, the administration of the foregoing responsibilities (and all other matters not explicitly designated to the members by these Bylaws or the Declaration) shall be performed by the Board of Directors.

1.10. Electronic Communications.

(a) Records and Signatures. Whenever the Declaration or these Bylaws require that a document, record or instrument be written or in writing, the requirement is

deemed satisfied by an electronic record pursuant to the Georgia Uniform Electronic Transactions Act. Whenever the Declaration or these Bylaws require a signature on a document, record or instrument, an electronic signature, in accordance with the Georgia Uniform Electronic Transactions Act, satisfies that requirement.

(b) Verification and Liability for Falsification. The Board of Directors may require reasonable verification of any electronic signature, document, record, or instrument. Absent or pending verification, the Board of Directors may refuse to accept any electronic signature or electronic record that, in the Board's sole discretion, is not authentic. Neither the Board of Directors nor the Association shall be liable to any Owner or any other Person for accepting or acting in reliance upon an electronic signature or electronic record that the Board of Directors reasonably believes to be authentic, or rejecting any such item which the Board of Directors reasonably believes not to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified electronic record or unauthorized electronic signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees actually incurred and expenses incurred as a result of such acts.

ARTICLE II. MEETINGS OF MEMBERS

2.1. Annual Meetings. The annual meeting of the members shall be held each year with the date, hour, and place to be set by the Board.

2.2. Special Meetings. Special meetings of the members may only be called for such purposes for which the members are entitled to vote upon pursuant to the terms of the Declaration and these Bylaws, and any action taken at such special meeting of the members must meet the same threshold voting requirements as required by the Declaration or these Bylaws for the particular action being taken. Special meetings of the members may be called at any time by the President or by request of any two (2) or more directors, or upon written petition of at least twenty (20%) percent of the total eligible vote of the Association membership. Any such written petition by the members must be submitted to the Association's Secretary and must designate a purpose for which the members are entitled to vote upon pursuant to the terms of the Declaration and these Bylaws. The Secretary shall then verify that the required number of members have joined in the petition and shall submit the petition to the Association's President. The President shall then promptly call a special meeting for the purpose stated in the petition, and the Secretary shall send notice of the meeting in accordance with these Bylaws; provided, however, if the petition does not designate a purpose for which the members are entitled to vote upon pursuant to the terms of the Declaration and these Bylaws, the President shall have no obligation to call the special meeting. Members petitioning for a special meeting may request the date, time and location of the meeting, but such request shall not be binding upon the Association.

2.3. Telephonic or Virtual Meetings. In the Board's discretion, any meeting of the members may be held by means of remote telephone or electronic communication, including, but not limited to, virtual meeting platforms, video conferencing, the internet, or other similar means, provided all persons participating in the meeting can hear each

other or can otherwise communicate with each other. The Board of Directors may adopt rules and procedures governing the conduct of meetings by remote telephone or electronic communication. For in-person meetings of the members, the Board of Directors may, but shall not be required, to allow attendance by remote telephone or electronic communication.

2.4. Notice of Meetings. The Secretary shall mail or deliver to each member of the Association a notice of each Association meeting at least twenty one (21) days prior to each annual meeting and at least ten (10) days prior to each special meeting. All notices shall state the date, time, and location of the annual or special meeting. If any member wishes notice to be given to an address other than the Owner's Tract address, the member shall designate such other address by written notice to the Secretary. The mailing or delivering of a meeting notice as provided in this Section shall constitute proper service of notice.

2.5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any Association meeting, either before or after such meeting. Attendance at a meeting by a member, whether in person or represented by proxy, shall be deemed waiver by such member of notice of the date, time and location thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting unless objection to lack of notice is raised before the business, of which proper notice was not given, is put to a vote.

2.6. Quorum. The presence, in person or by proxy, of members entitled to cast two-thirds (2/3) of the total eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is closed and shall not need to be reestablished. Members whose voting rights have been suspended pursuant to the Declaration or these Bylaws shall not be counted as eligible votes toward the quorum requirement.

2.7. Adjournment. Any meeting of the Association members may be adjourned from time to time for periods not exceeding ten (10) days by vote of the members holding the majority of the votes represented at such meeting, regardless of whether a quorum is present. Any business which could have been transacted properly at the original session of the meeting with a quorum present may be transacted at a reconvened session with a quorum present, and no additional notice of such reconvened session shall be required.

2.8. Proxy. Any Association member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. The term "proxy" shall mean the written document in which the member authorizes any other person to attend a membership meeting on behalf of the member and vote the member's vote at the meeting. The written proxy document shall not be required to be in any particular form; but to be valid, the proxy must be signed, dated, and filed with the Secretary prior to the opening of the meeting for which it is to be used. The member giving

the proxy shall be the “proxy giver” and the person holding the proxy and authorized to attend on behalf of the proxy giver and vote for the proxy giver shall be the “proxy holder.” Proxies may be delivered by either the proxy giver or the proxy holder by personal delivery, U.S. Mail, facsimile transmission, email, or other electronic means to any Board member or the property manager, if any. Proxies may be revoked only by written notice of the proxy giver delivered to the Secretary, except that the presence in person by the proxy giver at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy. Proxies shall be counted towards establishment of a quorum.

2.9. Action Taken Without a Meeting. In the Board’s discretion, any action that may be taken by the Association members at any annual, regular, or special meeting may be taken without a meeting if the Board delivers a written consent form or written ballot to every member entitled to vote on the matter.

(a) Ballot. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when (1) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

All solicitations for votes by written ballot shall: (1) indicate the number of responses needed to meet the quorum requirements; (2) state the percentage of approvals necessary to approve each matter other than election of directors; and (3) specify the time by which a ballot must be received by the Board in order to be counted. A written ballot may not be revoked.

(b) Written Consent. Approval by written consent shall be valid only when the number of written consents received equals or exceeds the requisite majority of the voting power for such action. Executed written consents shall be included in the minutes or filed with the Association’s records. If an action of the members is approved by written consent hereunder, the Board shall issue written notice of such approval to all members who did not sign written consents. Membership approval shall be effective ten (10) days after written notice is issued; provided, however, if the consent is to an amendment to the Declaration or Bylaws which must be recorded, the effective date shall be no earlier than the date of recording of such amendment.

2.10. Order of Business. At all meetings of the Association, Roberts Rules of Order (latest edition) shall govern when not in conflict with the Declaration, these Bylaws or the Articles of Incorporation, unless the members present at a particular meeting vote to suspend Robert’s Rules at that meeting. The failure to comply with the Roberts Rules of Order (latest edition) shall not invalidate any action taken at any meeting of the Association.

ARTICLE III. BOARD OF DIRECTORS

3.1. Composition. Prior to the Board Transition Date, the affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, who shall be appointed by the Declarant as provided herein. Beginning with the fiscal year first commencing after the Board Transition Date, the affairs shall be governed by a Board of Directors composed of five (5) persons, who shall be appointed in accordance with the terms herein.

3.2. Appointment and Term.

From the date the Declaration is recorded in the records of Cherokee County, Georgia until the date on which the buildings and improvements to be constructed on Apartment Tract 1, Apartment Tract 2, and the City Hall Tract have each received a final certificate of occupancy (the “**Board Transition Date**”), the affairs of the Association shall be governed by a Board of Directors composed of three (3) persons appointed by Declarant, in its sole and absolute discretion (“Original Board Members”). Until the Board Transition Date, Declarant shall have the sole authority to appoint and remove any person from the Board for any reason (with or without cause), at any time. Beginning with the fiscal year first commencing after the Board Transition Date, the number of directors shall be increased to (5) persons and shall be appointed as follows: (a) the Owner(s) of Apartment Tract 1 and Apartment Tract 2 shall appoint three (3) directors; (b) the Owner(s) of the City Hall Tract shall appoint one (1) director; and (c) the Owner(s) of the [ResiOffice/Retail](#) Tract 1 and [Resi-Office/Retail](#) Tract 2 shall appoint one (1) director. ~~As of the Effective Date of the Declaration, it is contemplated that a residential condominium and a retail condominium will be created on the Resi/Retail Tract 1 and a residential condominium and a retail condominium will be created on the Resi/Retail Tract 2. In the event residential and retail condominiums are created on Resi/Retail Tract 1 and Resi/Retail Tract 2, the right of the Owner(s) of the Resi/Retail Tract 1 and Resi-Retail Tract 2 to appoint one (1) director to the Board shall transfer to the Owner(s) of the retail condominiums located on Resi/Retail Tract 1 and Resi/Retail Tract 2. Notwithstanding the foregoing, nothing herein shall be construed to create any obligation to create a residential and/or retail condominium on Resi/Retail Tract 1 and/or Resi/Retail Tract 2.~~

For purposes of the right to appoint persons to the Board of Directors, no provision in these Bylaws or in the Declaration which operates to deprive a member of the Association of their right to cast a vote (whether temporarily or permanently) shall apply to the right of an Owner to appoint a person to the Board as provided herein. Beginning with the fiscal year first commencing after the Board Transition Date, and upon each fiscal year thereafter, the Owners of the Apartment Tract 1, Apartment Tract 2, City Hall Tract, [ResiOffice/Retail](#) Tract 1 and [Resi-Office/Retail](#) Tract 2 shall appoint the directors of the Board of Directors in accordance with this Section. All directors shall be appointed for one (1) year terms and shall hold office until their successors are appointed. In the event the Owners of the Apartment Tract 1, Apartment Tract 2, City Hall Tract, [ResiOffice/Retail](#) Tract 1 and/or [Resi-Office/Retail](#) Tract 2 fail to appoint new directors at the beginning of

any fiscal year commencing after the Board Transition Date, the then-existing Board of Directors shall automatically continue to hold office and carry out all rights and duties given to the Board of Directors herein unless and until such appointment is consummated. Nothing in these Bylaws or in the Declaration shall be construed so as to prevent any of the Original Board Members from being appointed to act again on the Board of Directors after the Board Transition Date.

3.3. Removal of Directors. Any director may be removed with or without cause by the Person who appointed the director, and a successor may then and there be appointed by such Person to fill the vacancy created.

3.4. Vacancies. Vacancies on the Board caused by any reason, shall be filled by the Person who appointed the vacant position. The successor selected shall hold office for the remainder of the term of the director being replaced, unless removed according to the terms of these Bylaws or the Declaration.

3.5. Compensation. Directors shall not be compensated for services. However, directors may be reimbursed for the expenses incurred in carrying out their duties as directors upon Board approval of such expenses. For purposes hereof, reasonable food and beverages purchased for Board meetings shall not be considered compensation.

3.6. Director Conflicts of Interest. Nothing herein shall prohibit a director from entering into a contract and being compensated for services or supplies furnished to the Association in a capacity other than as director, provided the director's interest is disclosed to the Board and the contract is approved by a majority of the directors who are at a meeting of the Board of Directors at which a quorum is present, excluding the director with whom the contract is made. The interested director shall not count for purposes of establishing a quorum of the Board. The interested director shall be entitled to be present at the meeting at which the proposed contract is discussed, but the director must leave the room during the discussion on such matter.

3.7. Regular Meetings. Regular Board meetings may be held at such time and place as determined by the Board, but at least once every three (3) months.

3.8. Special Meetings. Special Board meetings may be called by the President on three (3) days notice to each director given by mail, in person, by telephone, by facsimile transmission, or by email, which notice shall state the time, date, location, and purpose of the meeting. Special Board meetings shall be called by the President, Vice President, Secretary, or Treasurer in like manner and on like notice upon the written request of at least two (2) directors.

3.9. Waiver of Notice. Any director at any time, in writing, may waive notice of any Board meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any Board meeting shall also constitute a waiver of notice by him or her of the time and place of such meeting. If all directors are present at

any Board meeting, no notice shall be required and any business may be transacted at such meeting.

3.10. Quorum and Conduct of Meetings. The President shall preside over all Board meetings, and the Secretary shall keep a minute book recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The presence of directors entitled to cast a majority of the votes of the Board shall constitute a quorum for the transaction of business. One or more directors who participate in a meeting by means of telephone or electronic communication shall be deemed present and in attendance for all purposes at such meeting, provided all persons participating in the meeting can hear each other.

3.11. Majority Vote. All decisions of the Board shall be made by a majority vote of those directors present at a meeting of the Board at which a quorum is present.

3.12. Open Meetings. All Board meetings shall be open to all Owners, but Owners other than directors may not participate in any discussion or deliberation unless expressly authorized by the Board. Notwithstanding the above, the Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, delinquent assessments, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.13. Action Without a Meeting. Any Board action required or permitted to be taken at any meeting may be taken without a meeting if a majority of the directors consent in writing to such action; provided, however, notice of such action shall be provided to all directors prior to such action being taken. The written consents must describe the action taken. The written consents shall be filed with the minutes of the Board. The written consent may be by email or other electronic means; a copy of the consents shall be printed and filed with the minutes of the Board.

3.14. Powers and Duties. Notwithstanding anything in these Bylaws to the contrary, the Board's rights, powers, and duties (whether set forth by these Bylaws, the Declaration, or the Articles of Incorporation) shall at all times be subject to the privileges, rights, powers, and duties belonging to the Declarant pursuant to the Declaration and these Bylaws. The Board shall manage the affairs of the Association and shall have all the powers and duties necessary for the administration of the Development and may do all such acts and things as are not by the Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the members. In addition to the duties imposed by these Bylaws, the Board shall, subject to as provided in the Declaration, have the exclusive power to and shall be responsible for the following, in the way of explanation, but not limitation:

(a) preparation and adoption of an annual budget, in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the common expenses, establishing the means and methods of collecting such assessments;

(c) maintaining, repairing, and replacing all portions of the Development for which the Association is assigned maintenance responsibility under ~~this the~~ Declaration;

(d) designating, hiring, and dismissing the personnel necessary for the operation of the Association and the maintenance, repair and replacement of all portions of the Development for which the Association is assigned maintenance responsibility under the Declaration, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a financial depository or institution which it shall approve, or otherwise investing the proceeds in accordance with any limitations set forth in O.C.G.A. Section 14-3-302, and using the proceeds to administer the Association;

(f) making and amending rules and regulations for the ~~Common Property and the~~ Tracts;

(g) opening of bank or other financial accounts on behalf of the Association and designating the signatories required;

~~(h) making or contracting for the making of repairs, additions and improvements to, or alterations of, the Common Property after damage or destruction by fire or other casualty, in accordance with the other provisions of the Declaration and these Bylaws;~~

~~(ih)~~ enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it, and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

~~(ji)~~ obtaining and carrying insurance ~~against casualties and liabilities,~~ as provided in the Declaration, and paying the premium cost thereof;

~~(kj)~~ paying the costs of all services rendered to the Association or its members and not directly chargeable to specific Owners;

~~(lk)~~ keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred; and

~~(ml)~~ contracting with any Person for the performance of various duties and functions. The Board shall have the power to enter into management agreements. Any and

all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

3.15. Management Agent. The Board may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize.

3.16. Borrowing. The Board shall have the power to borrow money ~~for the purpose of maintenance, repair, restoration or improvement to the Common Property or for any other purpose~~; provided, however, if the total amount of such borrowing exceeds or would exceed Fifty Thousand Dollars (\$50,000.00) of outstanding debt at any one time, such borrowing must first be approved by members of the Association holding two-thirds of the total Association vote.

3.17. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director against any and all expenses, including, without limitation, attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which such officer or director may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

ARTICLE IV. OFFICERS

4.1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer. The President, Vice President and Secretary must be directors. All principal officers shall be elected by the Board, but need not be a director. The Board may appoint one or more Assistant Treasurers, Assistant Secretaries, and such other subordinate officers as in its judgment may be necessary. Any assistant or subordinate officers shall not be required to be directors. Except for the offices of Secretary and Treasurer, which may be held by the same person, no person may hold more than one (1) office.

4.2. Appointment of Officers. The Association officers shall be appointed annually by the Board of Directors, and shall hold office at the pleasure of the Board and until a successor is elected.

4.3. Removal of Officers. Upon the affirmative vote of a majority of the Board members at any Board meeting at which a quorum is established, any officer may be removed, either with or without cause, and a successor may be elected.

4.4. Vacancies. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

4.5. President. The President shall be the chief executive officer of the Association and shall preside at all Association and Board meetings.

4.6. Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

4.7. Secretary. The Secretary shall keep the minutes of all Association and Board meetings and shall have charge of the Association's books and records.

4.8. Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for preparing all required financial statements and tax returns, and for the deposit of all monies and other valuable effects in the name of the Association or the managing agent in such depositories as may from time to time be designated by the Board.

4.9. Other Officers. Other offices may be created by the Board, and the Board members which hold such offices shall have such titles and duties as are defined by the Board.

4.10. Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, checks, promissory notes, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

ARTICLE V. AMENDMENTS

5.1. General. These Bylaws may be amended by the affirmative vote or written consent, or any combination of affirmative vote and written consent, of members of the Association representing at least eighty percent (80%) of the total eligible votes in the Association and the written consent of the Declarant (so long as Declarant owns any interest in any property subject to this Declaration). Notice of a meeting, if any, at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and filed in Cherokee County, Georgia land records. Notwithstanding anything to the contrary herein, prior to the Board Transition Date, Declarant shall have the absolute right to unilaterally amend these Bylaws in Declarant's sole and absolute discretion, and any such amendment shall automatically be deemed to have been ratified, consented to, and agreed to by all members of the Association, the Association,

~~all Owners, all officers, and the Board of Directors (“Declarant’s Unilateral Right to Amend”). Declarant may exercise Declarant’s Unilateral Right to Amend in its sole and absolute discretion for any reason, at any time, and without notice; provided, however, Declarant may not amend these Bylaws in a manner resulting in a material adverse effect on the rights, duties, obligations, or liabilities to be vested in or placed on any member of the Association, the Association, any Owner, or the Board of Directors after the Board Transition Date by these Bylaws or the Declaration.~~

5.2. Limitation Period. Any action to challenge the validity of these Bylaws or an amendment adopted under this Article must be brought within one (1) year of the recording of same in the Cherokee County, Georgia land records. No action to challenge these Bylaws or any such amendment may be brought after such time.

ARTICLE VI. MISCELLANEOUS

6.1. Committees. The Board may establish committees as the Board deems desirable with the powers and duties that the Board shall authorize. Except as otherwise provided herein and in the Declaration, members of any committee shall be appointed by the Board and shall serve at the pleasure of the Board. Any committee member may be removed with or without cause at any time and with or without a successor being named.

6.2. Notices.

(a) Method of Giving Notice. All notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (1) Personal delivery to the addressee;
- (2) Via United States mail, first class, postage prepaid;
- (3) Via electronic mail;
- (4) Via facsimile; or
- (5) Via any other legal means.

(b) Addressee. Notice sent by one of the methods described herein shall be deemed to have been duly given:

(1) If to an Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Owner’s Tract; or

(3) If to the Association, the Board or the managing agent, if any, at the postal address, facsimile, or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

6.3. Severability. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws or the Declaration.

6.4. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision thereof.

6.5. Fiscal Year. The fiscal year of the Association may be set by Board resolution or, in the absence thereof, shall be the calendar year.

6.6. Financial Review. A financial review of the accounts of the Association shall be performed annually in the manner provided by the Board. However, after having received the Board's financial review at the annual meeting, the members may, by a majority of the Association members present at such meeting, in person or proxy, require that the Association accounts be audited as a common expense by an independent accountant.

6.7. Conflicts. The duties and powers of the Association shall be those set forth in the Georgia Nonprofit Corporation Code, the Declaration, these Bylaws, and the Articles of Incorporation, together with those reasonably implied to affect the purposes of the Association. If there are conflicts or inconsistencies between such, then the provisions of the Georgia Nonprofit Corporation Code (as may be applicable), the Declaration, the Articles of Incorporation and these Bylaws, in that order, shall prevail, and each Owner of a Tract, by acceptance of a deed or other conveyance therefor, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies.

6.8. Books and Records. To the extent provided for, and restricted in, Section 14-3-1602 of the Georgia Nonprofit Corporation Code, as such Code Section may be amended from time to time, all Association members and any institutional holder of a first Mortgage shall be entitled to inspect Association records at a reasonable time and location specified by the Association, upon written request at least five (5) business days before the date on which the member wishes to inspect and copy. The Association may impose a reasonable charge, covering the cost of labor and material, for copies of any documents provided to the member. Notwithstanding anything to the contrary, the Board may limit or preclude member inspection of confidential or privileged documents, including attorney/client privileged communications, executive session meeting minutes, and financial records or accounts of other members. Minutes for any Board or Association meetings do not become effective as an official Association record until approved by the Board or Association membership, as applicable, at a subsequent meeting. All Board members may inspect and copy any book or record of the Association.

This _____ day of _____, 20__.

TOWN CENTER CITY MASTER
ASSOCIATION, INC.

Signature of President

Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public

Signature of Secretary

Print Name: _____

Sworn to and subscribed before me
this ____ day of _____, 20__.

Witness: _____

Notary Public

ITEM REPORT

AGENDA ITEM NUMBER: III.F.



FROM: Robert H. Logan, City Manager

MEETING DATE: April 16, 2025

AGENDA ITEM: Downtown Development Authority of Holly Springs Amended Budget for the Fiscal Year 2024.

EXECUTIVE SUMMARY:

The City of Holly Springs adopts an annual budget amendment for the preceding fiscal year prior to the performance of the annual independent audit to ensure revenues and expenditures do not exceed the original appropriation. The City of Holly Springs City Council will be voting on the annual budget amendment for all funds and blended component units on April 21, 2025. The Downtown Development Authority of Holly Springs is a discretely presented component unit of the City of Holly Springs. As a result, the Board of the Downtown Development Authority must vote to approve their amended budget separately.

FISCAL IMPACT:

The decrease in budgeted revenues and expenditures is \$2,420,000. There is no fiscal impact as a result of the budget amendment.

ATTACHMENTS:

1. 2024 DDA Amended Budget

RECOMMENDATION:

The staff recommendation is approval of the Downtown Development Authority of Holly Springs Amended Budget for the Fiscal Year 2024.

CONCURRENCES:

Finance and Administration

City of Holly Springs
Fiscal Year 2024 Amended Budget
Downtown Development Authority

Account Number	Description	Budgets		Variance
		FY2024 Budget	FY2024 Amended	
555-0000-36-1000	Interest Revenue	-	5,000	5,000
555-0000-39-2200	Proceeds from Sale of Property	2,550,000	130,000	(2,420,000)
555-0000-13-4000	Prior Year Fund Balance	5,000	-	(5,000)
	TOTAL REVENUES	\$ 2,555,000	\$ 135,000	\$ (2,420,000)
555-7550-52-3600	Dues and Fees	500	1,600	(1,100)
555-7550-52-3700	Education and Training	250	500	(250)
555-7550-53-1100	General Supplies & Materials	250	500	(250)
555-7550-53-1210	Water and Sewer	-	1,000	(1,000)
555-7550-57-1000	Intergovernmental - Taxes	2,500	3,500	(1,000)
555-7550-57-2000	Sponsorships	1,500	2,000	(500)
555-7550-61-1000	Transfer to Primary Government	2,550,000	125,900	2,424,100
	TOTAL EXPENDITURES	\$ 2,555,000	\$ 135,000	\$ 2,420,000

**City of Holly Springs
Downtown Development Authority of Holly Springs Minutes
January 15, 2025**

Authority Members Present: Chairman Ollie Evans, Treasurer Maggie Grayeski, Secretary Andrea Johnston, Authority Member Steve Miller, and Authority Member Kyle Whitaker.

Elected Officials Present: Mayor Ryan P. Shirley.

Authority Members Not Present: Vice Chairman Scott Owen and Authority Member Ryan Smith.

Staff Present: City Manager Robert H. Logan, Communications & External Affairs Director Erin Honea, and Captain Casey Barton.

I. OATH OF OFFICE FOR NEWLY APPOINTED AUTHORITY MEMBERS

Mayor Shirley administered the Oath of Office to Authority Member Steve Miller.

II. CALL TO ORDER

Chairman Evans called the Downtown Development Authority of Holly Springs Meeting to order.

III. OLD BUSINESS

IV. NEW BUSINESS

- A. Easement between the Downtown Development Authority of Holly Springs and Georgia Power Company concerning the property at 411 Hickory Road and the easement area to construct the Holly Springs Town Center (Cherokee County) Distribution Line as installed in the approximate location(s) shown on Exhibit A, and to ratify the Chairman's and Secretary's signatures.

Treasurer Grayeski made a motion to approve. Secretary Johnston seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

- B. November 20, 2024 Downtown Development Authority of Holly Springs meeting minutes.

Chairman Evans made a motion to approve the minutes. Secretary Johnston seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

V. REPORTS

VI. ADJOURNMENT

Chairman Evans made a motion to adjourn the meeting. Authority Member Grayeski seconded the motion. Motion carried. Yes 5, No 0, Abstained 0.

Respectfully Submitted.

Ollie Evans, Chairman

Erin Honea, Communications & External Affairs Director

DRAFT