

RECREATIONAL EASEMENT AGREEMENT

AND

COVENANT TO SHARE COSTS

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THIS RECREATIONAL EASEMENT AGREEMENT AND COVENANT TO SHARE COSTS is made this 10 day of January, 1994, between CHESAPEAKE PROPERTIES, L.P., a Georgia limited partnership ("Chesapeake"), and LEGACY PARK OF GEORGIA, L.P., a Georgia limited partnership ("Declarant").

BACKGROUND STATEMENT

Chesapeake is the owner of certain real property located in Land Lot 51 of the 20th District, 2nd Section, Cobb County, Georgia, as more particularly described in Exhibit "A" attached hereto (said property being hereinafter referred to as "Parcel M").

The Declarant is the owner of that real property to be made subject to that certain Declaration of Covenants, Conditions and Restrictions for Legacy Park to be recorded in the Office of the Clerk of the Superior Court of Cobb County, Georgia (such Declaration, as it may be amended from time to time, is referred to as the "Declaration" and the property subject thereto, as it may be supplemented in accordance with the terms thereof, is referred to as the "Legacy Park Property"). The LEGACY PARK COMMUNITY ASSOCIATION, INC., to be established as a Georgia nonprofit corporation ("Association"), is to be a mandatory membership owners association pursuant to the Declaration.

Declarant has proposed to construct certain recreational facilities within the Legacy Park Property, including a central park to be approximately 110 acres in size, a clubhouse, tennis courts, swimming pool and related facilities, the exact nature of which are subject to change (said property, as further described on Exhibit "B" attached hereto, is hereinafter referred to collectively as the "Recreational Property"). The Declarant has agreed to convey the Recreational Property to the Association as common area, prior to or upon completion of the improvements.

Each of the parties desire that the use of the Recreational Property be shared by and between the Association and its Members, and the present and future owner(s) of property within Parcel M and that an equitable allocation of costs relating to the maintenance and use of the Recreational Property be established. The parties further desire that the Association shall provide for the maintenance of the Recreational Property for the mutual benefit of the present and future owner(s) of the Legacy Park Property and the present and future owner(s) of property within Parcel M.

STATEMENT OF AGREEMENT

In consideration of the mutual benefits and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chesapeake and the Declarant hereby agree as follows:

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1. EASEMENT APPURTENANT TO PARCEL M. Declarant hereby grants and conveys to Chesapeake and to the future owner(s) of property within Parcel M, a perpetual, nonexclusive easement appurtenant to Parcel M for the use and enjoyment of the Recreational Property, together with a perpetual, nonexclusive easement over and across the roads located within the Legacy Park Property for access, ingress and egress to and from the Recreational Property. Such easement is subject to the following:

(a) the right of the Association to adopt, enforce, and amend, from time to time, reasonable rules and regulations pertaining to the use of the Recreational Property;

(b) the right of the Association to suspend the right or privilege of any person to use the Recreational Property for any infraction of the rules and regulations relating thereto, for a period not to exceed sixty (60) days for each infraction;

(c) the right of the Association to reserve the use of the Recreational Property from time to time, for limited times, for special events, including, without limitation, tennis and swimming lessons, meets, tournaments, or other related activities;

(d) the right of the Association to permit use of the Recreational Property by persons other than present and future owners of property within Parcel M, their families, lessees and guests upon payment of use fees established by the Association;

(e) the right of the Association to grant easements or rights-of-way to any public utility corporation or public agency, and all other easements and restrictions of record; and

(f) the right of the Association to suspend the right to use the Recreational Property for nonpayment of assessments as provided in Paragraph 3 hereof.

It is contemplated that Parcel M will be subdivided into separate lots to be marketed and sold as single family residential lots. The easement appurtenant to Parcel M is intended to benefit all future owners of lots within Parcel M, their family members and tenants, and, subject to such reasonable restrictions as the Declarant or the Association may impose, the guests of such owners or lessees (hereafter each subdivided portion of Parcel M shall be referred to as a "Parcel M Lot" and the owner of such Parcel M Lot shall be referred to as a "Parcel M Lot Owner"). If any Parcel M Lot Owner leases his or her residence, such Owner shall be deemed to have delegated his or her right to use the Recreational Property to such lessee, regardless of whether the lease agreement makes such designation.

2. OBLIGATION TO MAINTAIN. The Association shall maintain the Recreational Property in a manner consistent with the community-wide standard existing for the Legacy Park Property.

3. OBLIGATION TO SHARE COSTS.

(a) Responsibility for Assessments. Chesapeake, on behalf of itself and each successor-in-title to any portion of Parcel M, including each Parcel M Lot, covenants and agrees to pay assessments to the Association to cover a portion of the costs incurred by the Association in operating, maintaining, repairing, and replacing the Recreational Property. The obligation of each Parcel M Lot Owner to pay this assessment shall be a separate and independent covenant on the part of each such Parcel M Lot Owner, and no diminution or abatement of the assessment or setoff shall be claimed or allowed by reason of any alleged failure of the Association to adequately perform its maintenance responsibilities, the sole remedy for failure of the Association to perform being suit at law or in equity.

(b) Computation of Assessments. On an annual basis, the Association shall determine an estimated budget for performing its operational and maintenance responsibilities with respect to the Recreational Property during the upcoming year, including a reasonable and appropriate amount to be placed in a reserve fund for capital repairs and replacements (the "Budget"). The Budget shall include operational costs such as, by way of example and not limitation, insurance premiums and salaries and related costs of personnel which may include, without limitation, lifeguards and activities coordinators. The Budget shall be adjusted to reflect any excess or deficiency in the budget assessed for the immediately preceding year, as compared to actual expenses for that period. The Budget shall be specific to the Recreational Property and shall be separate and apart from other common expenses of the Association.

Each Parcel M Lot Owner's annual assessment shall be a pro rata amount of the Budget based upon the total combined number of Parcel M Lots and lots within the Legacy Park Property (hereafter, the term "Lot(s)," used without "Parcel M" as a prefix, shall refer to a lot or lots within either Parcel M or the Legacy Park Property, or both). Annual assessments shall be levied equally against all Lots subject to assessment. The obligation to pay assessments shall commence as to each Parcel M Lot on the first day of the month following (a) the issuance of a certificate of occupancy for a residential dwelling thereon or (b) actual occupancy of a dwelling on the Parcel M Lot, whichever is earlier; provided, however, assessments shall not commence on any Parcel M Lot used for a model home during the period it is used for such purpose. The lots within the Legacy Park Property subject to assessment under this Agreement shall be those subject to assessment in accordance with the Declaration.

(c) Payment of Assessments. The Association's board of directors ("Board") shall determine and notify each Lot owner of the amount due pursuant to subparagraph (b) above and the due date of each assessment or installment thereof, which shall be not less than 30 days after receipt of written notice of the annual assessment. The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Georgia law), and costs of collection

(including reasonable attorneys fees). Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (ii) the lien or charge of any Mortgage of record made in good faith and for value. (For purposes of this Agreement, Mortgage shall mean a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot with first priority over other security instruments.) Such lien, when delinquent, may be enforced by suit, judgment, and judicial foreclosure. The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. In addition, the Association may sue for unpaid assessments and costs without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be common expenses of all Lot owners, collectible from such owners in accordance with this Agreement.

In addition to the assessment provided herein, the Association shall have the right to levy special assessments to cover unbudgeted expenses or expenses in excess of those budgeted ("Special Assessments"). Special Assessments shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. The Association also reserves the right to assess additional admission, membership, or user fees for all or any of the Recreational Property; provided, however, any special assessment, admission or user fee established shall be uniformly applied between all Lot owners.

The Association also shall have the power to specifically assess expenses concerning the Recreational Property against specific Lots subject to assessment under this Agreement that are incurred as a consequence of the conduct of less than all owners, their licensees, invitees, or guests ("Specific Assessment"). The Association may levy a Specific Assessment against any Lot subject to assessment under this Agreement to reimburse the Association for costs incurred due to a violation of the rules and regulations governing use of the Recreational Property, provided the Board gives prior notice to the owner of the Lot and an opportunity for a hearing.

#### 4. AGREEMENT TO LIMIT RIGHT TO LITIGATE DISPUTES

The Association, Chesapeake, Declarant, and all Lot owners agree to encourage the amicable resolution of disputes involving the use of the Recreational Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the parties hereto each covenant and agree that all claims, grievances or disputes between any or all of the

parties involving the use of the Recreational Property including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Agreement (hereinafter referred to as a "Claim") shall be resolved using the procedures set forth in this Paragraph 4 in lieu of filing suit in any court or initiating proceedings before any administrative tribunal seeking redress or resolution of such Claim.

The following Claims ("Exempt Claims") shall be exempt from the provisions of this Paragraph:

(a) any suit by the Association against any Lot owner to enforce the provisions of Paragraph 3 hereof (Assessments);

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Agreement;

(c) any suit between Lot owners seeking redress on the basis of a Claim which would constitute a cause of action under the laws of the State of Georgia or federal law in the absence of a claim based on this Agreement; and

(d) any suit where all of the necessary or indispensable parties are not parties to this Agreement.

Any Exempt Claim may be submitted to the alternative dispute resolution procedures set forth in this Paragraph, but there shall be no obligation to do so.

All Claims other than Exempt Claims shall be resolved using the following procedures:

(a) Notice. Any party having a Claim ("Claimant"), other than an Exempt Claim, shall notify each party who is the subject of such Claim ("Respondent") in writing of the Claim (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim;

(ii) the basis of the Claim (i.e., the provisions of this Agreement or rules, regulations or other authority out of which the Claim arises);

(iii) what Claimant wants Respondent to do or not do to resolve the Claim; and

(iv) that Claimant will meet in person with Respondent at a mutually agreeable time and place to discuss in good faith ways to resolve the Claim.

(b) Negotiation.

(i) Each Claimant and Respondent (the "Parties") shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.

(ii) Upon receipt of a written request from any Party, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in resolving the dispute by negotiation, if in its discretion it believes its efforts will be beneficial to the Parties and to the welfare of the community.

(c) Mediation.

(i) If the Parties do not resolve the Claim through negotiation within 30 days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have 30 additional days within which to submit the Claim to mediation under the auspices of an independent agency in the metropolitan Atlanta, Georgia area providing mediation services upon which the Parties may mutually agree.

(ii) If Claimant does not submit the Claim to mediation within 30 days after Termination of Negotiations, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person or entity not a Party to the foregoing proceedings.

(iii) If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation process, or within such time as determined reasonable or appropriate by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth when and where the Parties met, that the Parties are at an impasse, and the date that mediation was terminated.

Upon Termination of Mediation, the parties may pursue such claim at law or in equity.

5. GENERAL

(a) Notice. Any notice provided for in this Agreement shall be served personally or shall be mailed by registered or certified mail to the president or secretary of the Association or to the Lot owner, as applicable, at the address of such property or such other address as is registered with the Association by written notice from the Lot owner. All such notices shall, for all purposes, be deemed delivered (i) upon personal delivery to the party or address specified above; or (ii) on the third day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

Chesapeake agrees to provide the names and addresses of all subsequent purchasers of property within Parcel M to the Association. As a precondition to the use of the Recreational Property, each Parcel M Lot Owner shall register with the Association by providing the names of all Parcel M Lot Owners, family members and lessees to be using the Recreational Property. The failure or refusal to register shall result in the suspension of use rights; provided, however, the failure or refusal to register shall not alleviate the obligation of the Parcel M Lot Owner for assessments as outlined in Paragraph 3 hereof.

(b) Enforcement. Notwithstanding the dispute resolution procedures set forth in Paragraph 4, the Association shall have the power to suspend the rights to use the Recreational Property of any Lot owner, his or her family members, guests, or lessees for violation of any rules and regulations adopted by the Association. In addition, individuals who are then more than 30 days delinquent in the payment of their assessments to the Association may be prohibited from using the Recreational Property until the delinquent assessments have been paid to the Association.

(c) Recordkeeping. The Association shall maintain or cause to be maintained full and accurate books of account with respect to the maintenance and operation of the Recreational Property and shall make the same available for inspection and copying upon request, during normal business hours or under other reasonable circumstances. Copying charges shall be paid by the requesting party. If any Lot owner desires to have the records audited, it may do so at its expense, and the Association shall cooperate by making available to the party performing the audit the records, including all supporting materials (e.g., check copies, invoices, etc.) for the year then ended. If the amount of actual expenses for the preceding year is disputed after audit, a second audit shall be performed by a mutually acceptable auditor and the decision of the second auditor shall be binding. If the amount as determined by the second auditor varies from the amount asserted by the Association by more than five percent of the amount asserted, then the Association shall pay the entire cost of the second auditor; if such amount varies by five percent or less, then the requesting Lot owner shall pay such cost. Variances shall be taken into account in the following year's Budget as provided in Paragraph 3 hereof.

(d) Amendment. This Agreement may be amended with the written consent of the Association acting through its Board, and the majority of the Parcel M Lot Owners and, so long as the Declarant has an option unilaterally to subject additional property to the Declaration as provided in that instrument, the consent of the Declarant.

Notwithstanding the foregoing sentence, the Association agrees that Declarant shall have right to amend this Agreement for the purpose of subjecting additional property to the terms hereof, and/or to reflect minor changes in the boundaries of Parcel M, and the Association agrees to give its written consent to any such amendment upon request. As long as covenants applicable to the real property previously subjected to this Agreement are not changed and as long as rights of the then owners are not adversely affected, any such amendment may also reflect the different

character of any real property annexed by Declarant. Amendments to this Agreement shall become effective upon recordation, unless a later effective date is specified therein.

Any procedural challenge to an amendment must be made within six months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Agreement.

(e) Covenant Running With Title. Chesapeake and Declarant hereby agree that from and after the recording of this Agreement in the Office of the Clerk of the Superior Court of Cobb County, Georgia, all or any portion of Parcel M and the Legacy Park Property, including each Lot, shall be held, sold, and conveyed subject to the terms of this Agreement, which shall run with the title to each Lot and shall bind all parties having any right, title, or interest in Parcel M, the Legacy Park Property, or any part thereof, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of the Legacy Park Community Association, Inc., its successors, assigns, and members, and the present and future owner(s) of any part of the Legacy Park Property and Parcel M for a period of 20 years, after which time it shall automatically be extended for successive periods of 20 years, unless an instrument agreeing to terminate this Agreement is signed by the Association and a majority of the Parcel M Lot Owners and, if the Declarant owns any portion of the Legacy Park Property, consented to by Declarant. Every purchaser or grantee of any interest in any portion of Parcel M or the Legacy Park Property, by acceptance of a deed or other conveyance therefor, agrees that the provisions of this Agreement may be extended and renewed as provided in this Section.

(f) Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Agreement shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(g) Interpretation. This Agreement shall be governed by and construed under the laws of the State of Georgia.

(h) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are declared to be severable.

(i) Dedication of Roads. Declarant shall have the right to dedicate any of the roads within the Legacy Park Property to City of Kennesaw, Cobb County or any other governmental entity. Following such



dedication, the easements contained herein relating to said roads shall automatically terminate.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

DECLARANT: LEGACY PARK OF GEORGIA, L.P., a Georgia limited partnership

By: Legacy Park Macauley, Inc., a Georgia corporation, Sole General Partner

*[Handwritten signature of Stephen H. Macauley]*  
By: Stephen H. Macauley  
Its: President

[Corporate Seal]



Signed, sealed, and delivered this 29 day of January, 1994, in the presence of:



*Alicia A. Zombardo*  
WITNESS  
*Carl R. Hultsten*  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_  
Notary Public, Cobb County, Georgia  
My Commission Expires May 21, 1994

CHESAPEAKE: CHESAPEAKE PROPERTIES, L.P., a Georgia limited partnership

*[Handwritten signature of David E. Bock]*  
By: David E. Bock  
President of Bock Homes, Inc.  
Sole General Partner

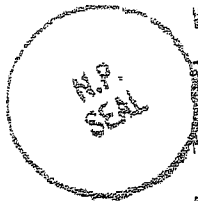
Attest: \_\_\_\_\_

Title: \_\_\_\_\_

[Corporate Seal]



Signed, sealed, and delivered this 29 day of January, 1994, in the presence of:



*Alicia A. Zombardo*  
WITNESS  
*Carl R. Hultsten*  
NOTARY PUBLIC Notary Public, Cobb County, Georgia  
My Commission Expires May 21, 1994  
My Commission Expires \_\_\_\_\_

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## EXHIBIT "A"

Page One of Two Pages

All that tract or parcel of land lying and being in Land Lot 51 of the 20th District, 2nd Section, Cobb County, Georgia, being 49.291 acres as per plat of survey prepared for Chesapeake Properties, L.P., dated November 18, 1993 and prepared by Herndon Surveying & Design, Inc., Robert B. Betterton, Georgia Registered Land Surveyor No. 2495 and being more particularly described as follows:

Beginning at a #4 rebar marking the point of intersection of the northwesterly side of the right of way of an abandoned dirt road known as Lake Drive, a/k/a Cecil Lake Drive (50 foot right of way) and the northeasterly side of the right of way of L & N Railroad (66 foot right of way), and from said beginning point, running thence northwesterly along the arc of a curve to the left along the northeasterly side of the right of way of L & N Railroad, having a radius of 1943.08 feet (said arc being subtended by a chord North 53 degrees 04 minutes 27 seconds West a chord distance of 343.45 feet) for an arc distance of 343.90 feet to a point; running thence North 58 degrees 08 minutes 40 seconds West along the northeasterly side of the right of way of L & N Railway for a distance of 741.76 feet to a point; running thence northwesterly along the arc of a curve to the left, along the northerly side of the right of way of L & N Railway, having a radius of 1179.28 feet (said arc being subtended by a chord North 56 degrees 56 minutes 34 seconds West a chord distance of 360.77 feet) for an arc distance of 362.19 feet to a #4 rebar and corner; running thence North 01 degrees 46 minutes 25 seconds West for a distance of 1,166.70 feet to an iron pin and corner located on the southeasterly side of the right of way of Hickory Grove Road (50 foot right of way); running thence northeasterly along the arc of a curve to the right, along the southeasterly side of the right of way of Hickory Grove Road, having a radius of 1,077.13 feet (said arc being subtended by a chord North 56 degrees 19 minutes 07 seconds East a chord distance of 301.67 feet) for an arc distance of 302.66 feet to an iron pin and corner located on the northern land lot line of Land Lot 51, 20th District, 2nd Section, Cobb County, Georgia; running thence South 85 degrees 08 minutes 15 seconds East along the northern land lot line of Land Lot 51, said district and section, for a distance of 1,534.62 feet to an iron pin and corner located at the intersection of said northern land lot line with the northwesterly side of the right of way of an abandoned dirt road known as Lake Drive, a/k/a Cecil Lake Drive; running thence South 50 degrees 19 minutes 43 seconds West along the northwesterly side of the right of way of Cecil Lake Drive for a distance of 138.58 feet to an iron pin; running thence southwesterly along the arc of a curve to the left along the northwesterly side of the right of way of Cecil Lake Drive, having a radius of 1,441.18 feet (said arc being subtended by a chord South 43 degrees 26 minutes 26 seconds West a chord distance of 363.32 feet) for an arc distance of 363.32 feet to an

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## EXHIBIT "2"

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Iron pin; running thence South 26 degrees 13 minutes 06 seconds West along the northwesterly side of the right of way of Cecil Lake Drive for a distance of 204.78 feet to an iron pin; running thence along the arc of a curve to the left, along the westerly side of the right of way of Cecil Lake Drive, having a radius of 286.51 feet (said arc being subtended by a chord South 22 degrees 34 minutes 24 minutes West for a chord distance of 135.19 feet) for an arc distance of 136.48 feet to an iron pin; running thence South 08 degrees 55 minutes 42 seconds West along the westerly side of the right of way of Cecil Lake Drive for a distance of 183.18 feet to an iron pin; running thence along an arc of a curve to the left along the westerly side of the right of way of Cecil Lake Drive, having a radius of 233.51 feet (said arc being subtended by a chord South 04 degrees 31 minutes 10 seconds East a chord distance of 108.61 feet) for an arc distance of 109.51 feet to an iron pin; running thence South 17 degrees 58 minutes 03 seconds East along the southwesterly side of the right of way of Cecil Lake Drive for a distance of 118.49 feet to an iron pin; running thence southeasterly along the arc of a curve to the right along the westerly side of the right of way of Cecil Lake Drive, having a radius of 112.94 feet (said arc being subtended by a chord South 01 degrees 01 minutes 33 seconds East a chord distance of 65.82 feet) for an arc distance of 66.79 feet to an iron pin; running thence along the arc of a curve to the left, along the southwesterly side of the right of way of Cecil Lake Drive, having a radius of 187.52 feet (said arc being subtended by a chord South 05 degrees 13 minutes 53 seconds West a chord distance of 117.81 feet) for an arc distance of 138.56 feet to an iron pin; running thence South 04 degrees 47 minutes 08 seconds East along the southwesterly side of the right of way of Cecil Lake Drive for a distance of 346.65 feet to an iron pin; running thence along the arc of a curve to the right, along the westerly side of the right of way of Cecil Lake Drive, having a radius of 210.41 feet (said arc being subtended by a chord South 14 degrees 26 minutes 25 seconds West a chord distance of 138.57 feet) for an arc distance of 141.20 feet to the #4 rebar set at the northeasterly side of the right of way of L & N Railway at the point of beginning.

## EXHIBIT "B"

THE TERM "RECREATIONAL PROPERTY," AS USED IN THIS AGREEMENT, IS HEREBY DEFINED AS THAT PORTION (OR THOSE PORTIONS) OF THE "POTENTIAL RECREATIONAL PROPERTY," AS DESCRIBED BELOW IN THIS EXHIBIT "B", OR INTEREST(S) THEREIN, CONVEYED OR ASSIGNED TO AND OWNED OR HELD BY THE "ASSOCIATION" (AS DEFINED IN THE DECLARATION) FROM TIME TO TIME, SUBJECT, HOWEVER, TO THE FOLLOWING STIPULATION, TO-WIT:

Legacy Park of Georgia, L.P., a Georgia limited partnership, its successors and assigns, as Declarant under the Declaration (as defined above) and this Agreement, shall have the right to change the boundaries of the Recreational Property and thereby increase or reduce the size of the Recreational Property as Declarant sees fit, in its sole discretion, at any time and from time to time, without the consent of any person or entity (including any party hereto and any Parcel M Lot Owner [as defined above]), if Declarant determines such change is necessary or desirable for any reason, including without limitation, reconfiguration of the public or private roads within the Legacy Park Property (as defined above), reconfiguration of any Neighborhood (as defined in the Declaration) within the Legacy Park Property, and the requirements of governmental authority(ies). If Declarant changes the boundaries of the Recreational Property, as permitted herein; Declarant shall have the right to unilaterally amend this Agreement, without the consent of any person or entity (including any party hereto and any Parcel M Lot Owner), in order to reflect the revised boundaries of the Recreational Property; and each party hereto, including Chesapeake and each Parcel M Lot Owner, grants to Declarant an irrevocable power of attorney to execute such amendments on each of their behalf (such power of attorney being coupled with an interest) as are necessary to reflect the revised boundaries of the Recreational Property; such amendments shall be in form and substance satisfactory to Declarant, in its sole discretion, so long as such amendments are executed in order to reflect the revised Recreational Property. Provided, however, if Declarant changes the boundaries of the Recreational Property hereunder, it must also change the boundaries of that portion of the Common Area (as defined in the Declaration) which is co-terminous with the then-existing Recreational Property. From and after the recording of such amendment, the Recreational Property, as re-configured, shall be the "Recreational Property" for all purposes hereunder.

Subject to the foregoing, Declarant hereby defines the Potential Recreational Property as follows:

## TRACT I:

ALL THAT TRACT or parcel of land lying and being in Land Lots 64 and 65 of the 20th District, 2nd Section of Cobb County, Georgia, containing 71.602 acres, same being more particularly described as follows:

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BEGINNING at a point on the northwesterly Right-of-Way Line of Proposed Road which lies north 85 degrees 37 minutes 04 seconds east a distance of 2424.01 feet from the corner common to Land Lots 64, 65, 88 and 89, said District, Section and County; thence traveling along said Right-of-Way Line along a curve to the right an arc distance of 537.37 feet (said arc being subtended by a chord bearing north 89 degrees 07 minutes 00 seconds west a chord distance of 468.36 feet and a radius of 300 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line north 37 degrees 48 minutes 05 seconds west a distance of 289.87 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the left an arc distance of 69.53 feet (said arc being subtended by a chord bearing north 42 degrees 54 minutes 32 seconds west a chord distance of 69.44 feet and a radius of 390 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line north 48 degrees 00 minutes 59 seconds west a distance of 257.27 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the right an arc distance of 212.74 feet (said arc being subtended by a chord bearing north 31 degrees 05 minutes 14 seconds west a chord distance of 209.66 feet and a radius of 360 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line north 14 degrees 09 minutes 29 seconds west a distance of 144.64 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the left an arc distance of 231.99 feet (said arc being subtended by a chord bearing north 31 degrees 11 minutes 56 seconds west a chord distance of 228.58 feet and a radius of 390 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line north 48 degrees 14 minutes 23 seconds west a distance of 111.49 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the left an arc distance of 281.92 feet (said arc being subtended by a chord bearing north 71 degrees 59 minutes 37 seconds west a chord distance of 273.91 feet and a radius of 340 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line south 84 degrees 15 minutes 08 seconds west a distance of 209.66 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the right an arc distance of 113.79 feet (said arc being subtended by a chord bearing north 88 degrees 39 minutes 41 seconds west a chord distance of 113.50 feet and a radius of 460 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line north 81 degrees 34 minutes 29 seconds west a distance of 135.72 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the left an arc distance of 874.24 feet (said arc being subtended by a chord bearing south 78 degrees 13 minutes 39 seconds west a chord distance of 856.24 feet and a radius of 1240 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line south 58 degrees 01 minute 48 seconds west a distance of 416.67 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the right an arc distance of 375.26 feet (said arc being subtended by a chord

EXHIBIT "B"

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bearing south 67 degrees 17 minutes 51 seconds west a chord distance of 373.63 feet and a radius of 1160 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line south 76 degrees 33 minutes 54 seconds west a distance of 466.52 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the right an arc distance of 880.91 feet (said arc being subtended by a chord bearing north 13 degrees 22 minutes 45 seconds west a chord distance of 560.46 feet and a radius of 280.23 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line north 76 degrees 40 minutes 36 seconds east a distance of 273.64 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the left an arc distance of 912.87 feet (said arc being subtended by a chord bearing north 57 degrees 09 minutes 37 seconds east a chord distance of 895.32 feet and a radius of 1340 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line north 37 degrees 38 minutes 39 seconds east a distance of 614.11 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the right an arc distance of 721.51 feet (said arc being subtended by a chord bearing north 72 degrees 58 minutes 38 seconds east a chord distance of 676.64 feet and a radius of 385 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line south 71 degrees 41 minutes 24 seconds east a distance of 134.70 feet to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the left an arc distance of 146.76 feet (said arc being subtended by a chord bearing south 77 degrees 22 minutes 17 seconds east a chord distance of 146.52 feet and a radius of 740 feet) to a point on said Right-of-Way Line; thence leaving said Right-of-Way Line and travelling south 06 degrees 42 minutes 28 seconds west a distance of 144.19 feet to a point; thence traveling south 38 degrees 56 minutes 58 seconds east a distance of 176.35 feet to a point; thence traveling south 31 degrees 38 minutes 15 seconds east a distance of 168.70 feet to a point; thence traveling south 60 degrees 09 minutes 12 seconds east a distance of 244.63 feet to a point; thence traveling south 30 degrees 34 minutes 36 seconds east a distance of 188.92 feet to a point; thence traveling south 58 degrees 00 minutes 13 seconds east a distance of 89.75 feet to a point; thence traveling south 01 degree 52 minutes 06 seconds east a distance of 87.55 feet to a point; thence traveling south 47 degrees 40 minutes 23 seconds east a distance of 57.91 feet to a point; thence traveling south 12 degrees 28 minutes 09 seconds east a distance of 92.54 feet to a point; thence traveling south 45 degrees 54 minutes 19 seconds east a distance of 172.23 feet to a point; thence traveling south 72 degrees 16 minutes 42 seconds east a distance of 121.86 feet to a point; thence traveling south 48 degrees 17 minutes 47 seconds east a distance of 302.04 feet to a point; thence traveling south 73 degrees 06 minutes 43 seconds east a distance of 122.21 feet to a point; thence traveling south 26 degrees 55 minutes 42 seconds east a distance of 374.90 feet to a point; thence traveling south 15 degrees 58 minutes 15 seconds east a distance of 359.46 feet to a point; thence traveling south 50 degrees 25 minutes 54 seconds east a distance of 300.00 feet to a point on the northerly Right-of-Way Line of said Proposed Road, which point is the POINT OF BEGINNING.

ALL AS SHOWN on that certain Survey entitled "Survey for Legacy Park, L.P., Being Common Area Tract I", prepared by Rochester & Associates, Inc., bearing the seal and certification of B. K. Rochester, Jr., Georgia Registered Land Surveyor No. 1534, dated November 22, 1993.  
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# EXHIBIT "B"

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## EXHIBIT "B"

COMMON AREA

TRACT II

ALL THAT TRACT or parcel of land lying and being in Land Lot 63 of the 20th District, 2nd Section of Cobb County, Georgia, containing 12.362 acres, same being more particularly described as follows:

BEGINNING at a point on the northeasterly Right-of-Way Line of Proposed Roadway which lies north 77 degrees 52 minutes 34 seconds east a distance of 2866.05 feet from the corner common to Land Lots 64, 65, 88 and 89, said District, Section and County; thence traveling along said Right-of-Way Line along a curve to the right an arc distance of 152.38 feet (said arc being subtended by a chord bearing south 42 degrees 53 minutes 49 seconds east a chord distance of 151.18 feet and a radius of 350 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line south 30 degrees 25 minutes 30 seconds east a distance of 409.98 feet to a point on said Right-of-Way Line; thence leaving said Right-of-Way Line and traveling north 46 degrees 12 minutes 18 seconds east a distance of 224.25 feet to a point; thence traveling north 13 degrees 39 minutes 36 seconds east a distance of 164.40 feet to a point; thence traveling north 11 degrees 41 minutes 35 seconds east a distance of 276.40 feet to a point; thence traveling north 12 degrees 42 minutes 22 seconds east a distance of 38.97 feet to a point; thence traveling north 45 degrees 49 minutes 57 seconds east a distance of 130.75 feet to a point; thence traveling north 65 degrees 19 minutes 51 seconds east a distance of 152.07 feet to a point; thence traveling north 02 degrees 48 minutes 45 seconds east a distance of 308.70 feet to a point; thence traveling north 13 degrees 26 minutes 23 seconds east a distance of 339.11 feet to a point; thence traveling north 33 degrees 10 minutes 47 seconds east a distance of 268.35 feet to a point; thence traveling north 34 degrees 04 minutes 47 seconds east a distance of 89.65 feet to a point on the southwesterly Right-of-Way Line of L & N Railway (Sixty-six (66') foot Right-of-Way); thence traveling along said Right-of-Way Line north 58 degrees 22 minutes 22 seconds west a distance of 311.83 feet to a point on said Right-of-Way Line; thence leaving said Right-of-Way Line and traveling south 18 degrees 00 minutes 00 seconds west a distance of 651.57 feet to a point; thence traveling south 40 degrees 28 minutes 31 seconds west a distance of 64.44 feet to a point; thence traveling south 33 degrees 41 minutes 24 seconds west a distance of 98.97 feet to a point; thence traveling south 23 degrees 12 minutes 13 seconds west a distance of 103.77 feet to a point; thence traveling south 43 degrees 15 minutes 51 seconds west a distance of 45.77 feet to a point; thence traveling south 27 degrees 13 minutes 53 seconds west a distance of 125.69 feet to a point; thence traveling south 55 degrees 23 minutes 35 seconds west a distance of 76.23 feet to a point; thence traveling south 27 degrees 36 minutes 14 seconds west a distance of 112.84 feet to a point; thence traveling south 26 degrees 25 minutes 49 seconds west a distance of 91.97 feet

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to a point; thence traveling south 54 degrees 29 minutes 02 seconds west a distance of 126.96 feet to a point; thence traveling south 27 degrees 28 minutes 59 seconds west a distance of 53.53 feet to a point; thence traveling south 46 degrees 01 minute 33 seconds west a distance of 38.21 feet to a point; thence traveling south 63 degrees 55 minutes 31 seconds west a distance of 106.54 feet to a point on the northeasterly Right-of-Way Line of Proposed Road (One hundred (100') foot Right-of-Way), which point is the POINT OF BEGINNING.

ALL AS SHOWN on that certain Survey entitled "Survey for Legacy Park, L.P., Being Common Area Tract II", prepared by Rochester & Associates, Inc., bearing the seal and certification of B. K. Rochester, Jr., Georgia Registered Land Surveyor No. 1534, dated November 22, 1993.

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# EXHIBIT "B"

COMMON AREA

TRACT III

ALL THAT TRACT or parcel of land lying and being in Land Lots 63, 64, 89 and 90 of the 20th District, 2nd Section of Cobb County, Georgia, containing 9.720 acres, same being more particularly described as follows:

BEGINNING at a point on the northwesterly Right-of-Way Line of Jiles Road (Right-of-Way Varies) which lies south 68 degrees 51 minutes 39 seconds west a distance of 2855.80 feet from the corner common to Land Lots 64, 65, 88 and 89, said District, Section and County; thence traveling along said Right-of-Way Line north 24 degrees 03 minutes 57 seconds east a distance of 68.29 feet to a point on said Right-of-Way Line; thence leaving said Right-of-Way Line and traveling north 66 degrees 54 minutes 53 seconds west a distance of 35.35 feet to a point; thence traveling north 17 degrees 26 minutes 17 seconds west a distance of 165.39 feet to a point; thence traveling north 12 degrees 40 minutes 48 seconds east a distance of 155.67 feet to a point; thence traveling north 09 degrees 42 minutes 44 seconds west a distance of 157.44 feet to a point; thence traveling north 35 degrees 49 minutes 28 seconds west a distance of 86.16 feet to a point; thence traveling north 36 degrees 22 minutes 00 seconds east a distance of 581.71 feet to a point; thence traveling north 45 degrees 28 minutes 21 seconds east a distance of 121.93 feet to a point on the westerly Right-of-Way Line of Proposed Roadway (One hundred (100') foot Right-of-Way); thence traveling along said Right-of-Way Line north 30 degrees 25 minutes 32 seconds west a distance of 354.32 feet to a point on said Right-of-Way Line; thence traveling along said Right-of-Way Line along a curve to the left an arc distance of 264.22 feet (said arc being subtended by a chord bearing north 60 degrees 54 minutes 05 seconds west a chord distance of 253.60 feet and a radius of 250 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line south 89 degrees 01 minute 09 seconds west a distance of 1.74 feet to the intersection of said Proposed Roadway and Proposed Road (Eighty (80') foot Right-of-Way); thence leaving said Proposed Roadway and traveling along said Proposed Road along a curve to the right an arc distance of 301.25 feet (said arc being subtended by a chord bearing south 09 degrees 25 minutes 51 seconds west a chord distance of 300.68 feet and a radius of 1140 feet) to a point on said Right-of-Way Line; thence continuing along said Right-of-Way Line along a curve to the right an arc distance of 340.49 feet (said arc being subtended by a chord bearing south 42 degrees 20 minutes 36 seconds west a chord distance of 329.21 feet and a radius of 380 feet) to a point on said Right-of-Way Line; thence leaving said Right-of-Way Line and traveling south 15 degrees 30 minutes 54 seconds east a distance of 56.35 feet to a point; thence traveling south 39 degrees 14 minutes 52 seconds west a distance of 153.78 feet to a point; thence traveling south 16 degrees 37 minutes 02 seconds east a distance of 81.70 feet to a point; thence traveling south 88 degrees 05 minutes 56 seconds east a distance of 36.63 feet to a point; thence traveling north 74 degrees 48 minutes 19 seconds east a distance of 31.05 feet to a point; thence traveling south 71 degrees 26 minutes 34 seconds east a

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distance of 36.77 feet to a point; thence traveling south 37 degrees 25 minutes 50 seconds east a distance of 44.30 feet to a point; thence traveling south 32 degrees 45 minutes 06 seconds east a distance of 213.27 feet to a point; thence traveling south 23 degrees 32 minutes 32 seconds east a distance of 57.88 feet to a point; thence traveling south 15 degrees 14 minutes 24 seconds east a distance of 146.98 feet to a point; thence traveling north 87 degrees 54 minutes 32 seconds west a distance of 58.27 feet to a point; thence traveling south 65 degrees 26 minutes 44 seconds west a distance of 24.27 feet to a point; thence traveling south 33 degrees 19 minutes 39 seconds west a distance of 30.31 feet to a point; thence traveling south 01 degree 25 minutes 36 seconds west a distance of 79.68 feet to a point; thence traveling south 09 degrees 28 minutes 21 seconds east a distance of 117.61 feet to a point; thence traveling south 43 degrees 29 minutes 51 seconds east a distance of 40.29 feet to a point; thence traveling north 77 degrees 44 minutes 37 seconds east a distance of 55.47 feet to a point; thence traveling south 05 degrees 12 minutes 43 seconds east a distance of 119.55 feet to a point; thence traveling south 73 degrees 27 minutes 48 seconds east a distance of 79.11 feet to a point found on the Right-of-Way Line of Jiles Road (Fifty (50') foot Right-of-Way) which point is the POINT OF BEGINNING.

ALL AS SHOWN on that certain Survey entitled "Survey for Legacy Park, L.P., Being Common Area Tract III", prepared by Rochester & Associates, Inc., bearing the seal and certification of B. K. Rochester, Jr., Georgia Registered Land Surveyor No. 1534, dated November 22, 1993.

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EXHIBIT "B"

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# EXHIBIT "B"

## COMMON AREA

### TRACT IV

ALL THAT TRACT or parcel of land lying and being in Land Lot 65 of the 20th District, 2nd Section of Cobb County, Georgia, containing 9.258 acres, same being more particularly described as follows:

TO FIND the Point of Beginning, begin at the common corner of Land Lots 64, 65, 66 and 68, said District, Section and County; thence traveling north 70 degrees 08 minutes 07 seconds west a distance of 1900.79 feet to a point on the westerly Right-of-Way Line of Proposed Roadway (Eighty (80') foot right-of-way) and the POINT OF BEGINNING; from the POINT OF BEGINNING as thus established, leaving said Right-of-Way Line of Proposed Roadway and traveling south 34 degrees 12 minutes 08 seconds west a distance of 30.00 feet to a point; thence traveling south 80 degrees 33 minutes 16 seconds west a distance of 199.50 feet to a point; thence traveling north 75 degrees 00 minutes 00 seconds west a distance of 160.00 feet to a point; thence traveling north 64 degrees 00 minutes 00 seconds west a distance of 110.00 feet to a point; thence traveling north 46 degrees 30 minutes 00 seconds west a distance of 245.00 feet to a point; thence traveling north 78 degrees 30 minutes 00 seconds west a distance of 175.00 feet to a point found on the Land Lot Line common to Land Lots 65 and 66, said District, Section and County; thence traveling along said Land Lot Line north 02 degrees 11 minutes 54 seconds east a distance of 424.93 feet to a point on said Land Lot Line; thence leaving said Land Lot Line and traveling due east a distance of 538.32 feet to a point found on the southwesterly Right-of-Way Line of Georgia Power Easement; thence traveling along said Right-of-Way Line of Georgia Power Easement south 40 degrees 06 minutes 02 seconds east a distance of 240.00 to a point found at the intersection with the westerly Right-of-Way Line of Proposed Roadway (Eighty (80') foot right-of-way) and the southwesterly Right-of-Way Line of said Georgia Power Easement; thence leaving said Right-of-Way Line of Georgia Power and continuing to travel said Right-of-Way Line of Proposed Roadway along a curve to the left an arc distance of 548.19 feet (said arc being subtended by a chord bearing south 12 degrees 12 minutes 07 seconds east a chord distance of 496.81 feet and a radius of 380.23 feet) to a point found on said Right-of-Way Line, said point being the POINT OF BEGINNING.

ALL AS SHOWN on that certain Survey entitled "Survey for Legacy Park, L.P., being Common Area Tract IV", prepared by Rochester & Associates, Inc., bearing the seal and certification of James C. Jones, Georgia Registered Land Surveyor No. 2298, dated November 30, 1993.

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Jay C. Stephenson  
COBB SUPERIOR COURT CLERK

Return to:

Randolph A. Marks, Esq.  
Two Midtown Plaza, Suite 1100  
1360 Peachtree Street, N.E.  
Atlanta, GA 30309

STATE OF GEORGIA  
COUNTY OF COBB

CROSS REFERENCE TO:

Deed Book 8053, Page 0388,  
Cobb County, Georgia Records

SECOND AMENDMENT TO  
RECREATIONAL EASEMENT AGREEMENT  
AND COVENANT TO SHARE COSTS

THIS AMENDMENT, made and entered into as of the 8th day of December, 1994, by LEGACY PARK OF GEORGIA, L.P., a Georgia limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant has previously entered into that certain Recreational Easement Agreement and Covenant to Share Costs, dated January 31, 1994, recorded in Deed Book 8053, Page 0388, Cobb County, Georgia Records, as amended by the First Amendment to Recreational Easement Agreement, dated July 7, 1994, recorded in Deed Book 8357, Page 0409, aforesaid records (collectively, the "Agreement"); and

WHEREAS, Declarant has the right to amend the Agreement from time to time to further define the "Recreational Property" (as defined in the Agreement);

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by each party to the other party, and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

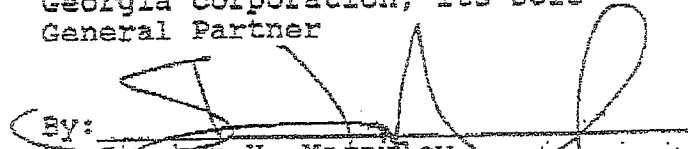
1. Declarant hereby amends the Agreement so as to exclude and release from the effect and encumbrance of the Agreement that certain real property being more particularly described on Exhibit "A," attached hereto and by this reference made a part hereof (the "Excluded Property"). Neither the term "Recreational Property" nor the term "Potential Recreational Property" shall ever include the Excluded Property nor any part thereof.

2. The Agreement, as amended hereby, shall remain in full force and effect.

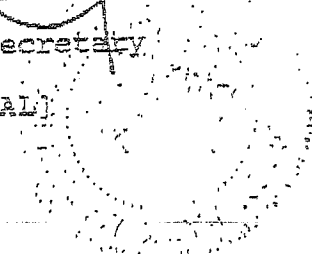
IN WITNESS WHEREOF, Declarant has signed and sealed this instrument on the date first above written.

LEGACY PARK OF GEORGIA, L.P.

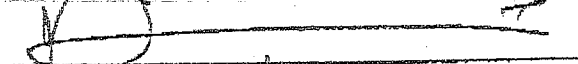
By: Legacy Park Macauley, Inc., a Georgia corporation, Its Sole General Partner

By:   
Stephen H. Macauley  
Its: President and Secretary

[CORPORATE SEAL]




Signed, sealed and delivered in the presence of:

  
Unofficial Witness

  
Notary Public

Date of Execution by Notary Public: 12/8/94

My Commission Expires: 

[NOTARIAL SEAL]

My Commission Expires April 1, 1995



## Exhibit "A"

LEGAL DESCRIPTION OF FREE PARCEL  
 POD "B" PHASE I  
 LEGACY PARK

All that tract or parcel of land lying and being in Land Lots 63 and 64, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, as shown on that Survey for Ashton Atlanta Residential, L.L.C., Legacy Park of Georgia, L.P., Chicago Title Insurance Company, being Phase I & Phase II, POD-B, Legacy Park, prepared by Rochester & Associates, Inc., James C. Jones, Georgia Registered Land Surveyor No. 2298, dated August 8, 1994, last revised December 8, 1994, as more particularly described as follows:

To find the True Point of Beginning, begin at the intersection of the northeastern right-of-way of Legacy Park Boulevard (right-of-way varies) and the northwestern right-of-way of Jiles Road (right-of-way varies), thence along the northeastern right-of-way of Legacy Park Boulevard a distance of 1,187.27 feet to an iron pin set (1/2 inch rebar) at the intersection of said right-of-way of Legacy Park Boulevard with the northeastern right-of-way of Legacy Park Circle (50 foot right-of-way) and the TRUE POINT OF BEGINNING; thence along said right-of-way of Legacy Park Circle in a northwesterly direction along an arc of a curve to the right an arc distance of 63.34 feet (said arc having a radius of 160.00 feet and being subtended by a chord bearing north 21 degrees 14 minutes 18 seconds west, a chord length of 62.93 feet) to an iron pin set (1/2 inch rebar); continuing along said right-of-way thence in a northwesterly direction along an arc of a curve to the left an arc distance of 100.88 feet (said arc having a radius of 1110.00 feet and being subtended by a chord bearing north 12 degrees 30 minutes 51 seconds west, a chord length of 100.84 feet) to an iron pin set (1/2 inch rebar); thence continuing along said right-of-way of Legacy Park Circle north 15 degrees 07 minutes 03 seconds west a distance of 127.34 feet to an iron pin set (1/2 inch rebar); continuing along said right-of-way thence in a northwesterly direction along an arc of a curve to the left an arc distance of 423.76 feet (said arc having a radius of 1025.00 feet and being subtended by a chord bearing north 26 degrees 57 minutes 41 seconds west, a chord length of 420.73 feet) to an iron pin set (1/2 inch rebar); leaving said right-of-way thence north 62 degrees 58 minutes 49 seconds east a distance of 190.59 feet to an iron pin set (1/2 inch rebar); thence north 33 degrees 24 minutes 39 seconds east a distance of 204.00 feet to an iron pin set (1/2 inch rebar); thence north 48 degrees 56 minutes 09 seconds west a distance of 9.56 feet to iron pin set (1/2

inch rebar); thence north 79 degrees 41 minutes 16 seconds east a distance of 147.71 feet to an iron pin set (1/2 inch rebar); thence in a northwesterly direction along an arc of a curve to the left an arc distance of 46.94 feet (said arc having a radius of 125.00 feet and being subtended by a chord bearing north 21 degrees 04 minutes 09 seconds west, a chord length of 46.66 feet) to an iron pin set (1/2 inch rebar); thence north 58 degrees 10 minutes 26 seconds east a distance of 50.00 feet to an iron pin set (1/2 inch rebar); thence north 50 degrees 42 minutes 43 seconds east a distance of 107.92 feet to an iron pin set (1/2 inch rebar); thence north 43 degrees 33 minutes 39 seconds east a distance of 95.33 feet to an iron pin set (1/2 inch rebar); thence south 78 degrees 18 minutes 42 seconds east a distance of 133.30 feet to an iron pin set; thence in a northeasterly direction along an arc of a curve to the left an arc distance of 15.25 feet (said arc having a radius of 100.00 feet and being subtended by a chord bearing north 10 degrees 39 minutes 12 seconds east, a chord length of 15.23 feet) to an iron pin set (1/2 inch rebar); thence south 83 degrees 42 minutes 55 seconds east a distance of 174.16 feet to an iron pin set (1/2 inch rebar); thence north 06 degrees 20 minutes 30 seconds east a distance of 70.69 feet to an iron pin set (1/2 inch rebar); thence north 16 degrees 03 minutes 11 seconds east a distance of 69.35 feet to an iron pin set (1/2 inch rebar); thence north 35 degrees 38 minutes 00 seconds east a distance of 238.59 feet to an iron pin set (1/2 inch rebar) on the southeastern right-of-way line of CSX Railroad (66 foot right-of-way); continuing along said right-of-way thence south 58 degrees 22 minutes 20 seconds east a distance of 262.48 feet to an iron pin set (1/2 inch rebar); leaving said right-of-way thence south 11 degrees 06 minutes 35 seconds west along the boundary between Pod-B and Common Area Tract II a distance of 420.24 feet to an iron pin set (1/2 inch rebar); continuing along said boundary thence south 33 degrees 44 minutes 06 seconds west a distance of 211.20 feet to an iron pin set (1/2 inch rebar); continuing along said boundary thence south 49 degrees 52 minutes 04 seconds west a distance of 282.92 feet to an iron pin set (1/2 inch rebar); continuing along said boundary thence south 15 degrees 02 minutes 40 seconds east a distance of 167.64 feet to an iron pin set (1/2 inch rebar); continuing along said boundary thence south 33 degrees 11 minutes 23 seconds west a distance of 316.52 feet to an iron pin set (1/2 inch rebar); continuing along said boundary thence south 45 degrees 59 minutes 22 seconds west a distance of 258.64 feet to an iron pin set (1/2 inch rebar); continuing along said boundary thence north 78 degrees 07 minutes 55 seconds west a distance of 301.43 feet to an iron pin set (1/2 inch rebar) on the northeastern right-of-way of Legacy Park Circle and the TRUE POINT OF BEGINNING, said

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parcel containing 22.013 acres more or less according to the  
above-referenced survey.

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CROSS REFERENCE TO: BOOK 8053  
PAGE 0388

Jay C. Stephenson

FIRST AMENDMENT TO  
RECREATIONAL EASEMENT AGREEMENT  
AND COVENANT TO SHARE COSTS

COBB SUPERIOR COURT CLERK

THIS AMENDMENT, is made and entered into this 7<sup>th</sup> day of July, 1994, by and between CHESAPEAKE PROPERTIES, L.P., a Georgia Limited Partnership ("Chesapeake"); and LEGACY PARK OF GEORGIA, L.P., a Georgia limited partnership ("Declarant").

W I T N E S S E S

WHEREAS, Declarant and Chesapeake entered into that certain Recreational Easement Agreement and Covenant to Share Costs, dated January 31, 1994 and recorded on February 15, 1994 in Book 8053, page 0388, et seq., Cobb County, Georgia records (the "Easement"); and

WHEREAS, as provided in Section 5(d) of the Easement, said instrument may be amended with the written consent of the Association acting through its Board, and the majority of the Parcel M Lot Owners and, so long as the Declarant has an option unilaterally to subject additional property to the Declaration as provided in that instrument, the consent of the Declarant; and

WHEREAS, Declarant now has an option unilaterally to subject additional property to the "Declaration", as such term is defined therein; and

WHEREAS, Chesapeake is the owner of "Parcel M" and is the sole "Parcel M Lot Owner", as such terms are defined therein; and

WHEREAS, the "Association" as such term is defined therein has not been established and does not now exist; and

WHEREAS, Declarant is the owner of the "Legacy Park Property" and the "Recreational Property" as such terms are defined therein; and

WHEREAS, the Declarant and Chesapeake, holding all of the right, power and interests required to amend the Easement, desire to amend the Easement according to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and the mutual covenants contained herein, the parties do hereby covenant and agree as follows:

A. The first sentence of Section 1 of the Easement being a portion of that Section entitled "EASEMENT APPURTENANT TO PARCEL

M" is hereby deleted in its entirety and replace with the following:

Declarant hereby grants and conveys to Chesapaaka and to the future owner(s) of property within Parcel M, a perpetual nonexclusive easement appurtenant to Parcel M for the use and enjoyment of the Recreational Property, together with a perpetual nonexclusive easement over and across the proposed loop road to be located on the property described in Exhibit "C" attached hereto and by this reference incorporated herein, for access, ingress and egress to and from the Recreational Property.

B. The second sentence of Section 1 of the Easement being a portion of that Section entitled "EASEMENT APPURTENANT TO PARCEL M" is hereby amended by adding at the end thereof the following:

(g) all covenants, conditions, restrictions, easements and rights of use arising under or pursuant to the Declaration.

C. The second unnumbered paragraph of Section 3(b) of the Easement being a portion of that Section entitled "OBLIGATION TO SHARE COSTS" is hereby amended by deleting the parenthetical phrase contained in the first sentence thereof and replacing it with the following:

(hereafter, the term "Lot(s)," used without "Parcel M" as a prefix, shall refer to a lot or lots within Parcel M only and shall not refer to lots in the Legacy Park Property)

D. The last sentence of the second unnumbered paragraph of Section 3(b) of the Easement being a portion of that Section entitled "OBLIGATION TO SHARE COSTS" is hereby amended by deleting said sentence and replacing it with the following:

The lots within the Legacy Park Property referred to above shall be those lots subject to assessment in accordance with the Declaration. The lots within the Legacy Park Property shall not be subject to assessment or any lien(s) under this Agreement.

E. Subsection 5(d) of the Easement being entitled "Amendment" is hereby amended by deleting said subsection in its entirety and replacing it with the following:

(d) Amendment. Subject to the terms of Exhibit "E" hereof, this Agreement may be amended with the written consent of the Association acting through its Board, and the majority of the Parcel M Lot Owners and, so

long as the Declarant has an option unilaterally to subject additional property to the Declaration as provided in that instrument, the consent of the Declarant; provided however, so long as any Builder, as such term is defined in the Declaration, owns any property for development or sale in the Legacy Park Property or has a contract right to acquire any such property, no amendment which would extend the benefits of this Agreement to any property not now described in Exhibit "A" shall be effective without the written consent of such Builder(s). Amendments to this Agreement shall become effective upon recordation, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Agreement.

F. QUITCLAIM. Chesapeake hereby quitclaims and releases to Declarant any interest in the Legacy Park Property it may hold by virtue of the Easement as originally drafted which is not contained in the Easement as amended hereby.

G. EFFECT. Except as herein modified, the Easement shall remain in full force and effect.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, Builder and Seller have executed this Agreement under seal.

DECLARANT: LEGACY PARK OF GEORGIA, L.P.,  
a Georgia limited partnership

By: Legacy Park Properties, Inc., a  
Georgia corporation, Sole  
General Partner

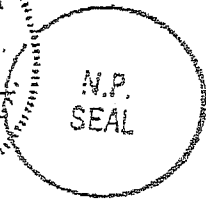
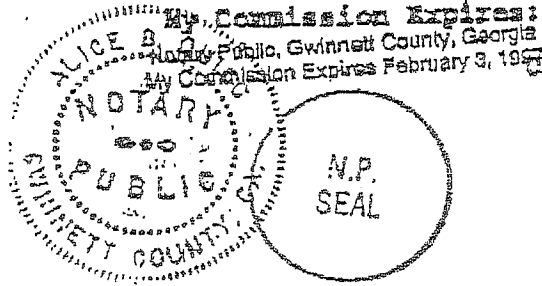
By: ~~Stephen W. McCauley~~  
Title: ~~President~~

[CORPORATE SEAL]

Signed, sealed, and delivered  
this 6th day of July,  
1994, in the presence of:

*[Signature]*  
Witness

*[Signature]*  
Notary Public



DECLARANT: CHESTERDALE PROPERTIES, L.P., a  
Georgia limited Partnership

By: Brook House, Inc., Sole  
General Partner

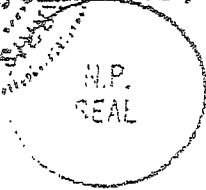
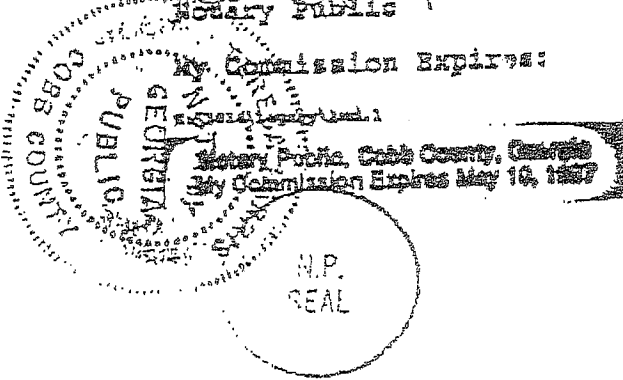
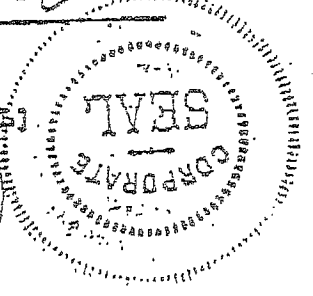
By: ~~David M. Book~~  
Title: ~~President~~

[CORPORATE SEAL]

Signed, sealed, and delivered  
this 10th day of July,  
1994, in the presence of:

*[Signature]*  
Witness

*[Signature]*  
Notary Public



(4)

EXHIBIT "C"  
 [LOOP ROAD ACCESS EASEMENT AREA]

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 63, 64 and 90 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the common corner of Land Lots 63, 64, 89 and 90, said District, Section and County; running thence South 82 degrees 10 minutes 10 seconds East, a distance of 523.85 feet to a point on the northwest right-of-way line of Jiles Road (R/W varies), which marks the TRUE POINT OF BEGINNING; running thence North 17 degrees 36 minutes 25 seconds East, a distance of 83.05 feet to a point; running thence North 24 degrees 14 minutes 27 seconds West, a distance of 91.66 feet to a point; running thence along the arc of a curve to the left, a distance of 75.57 feet to a point (said arc having a radius of 700.00 feet and being subtended by a chord bearing North 27 degrees 30 minutes 00 seconds West and having a length of 75.53 feet); running thence North 30 degrees 25 minutes 34 seconds West, a distance of 508.40 feet to a point; running thence along the arc of a curve to the left, a distance of 164.22 feet to a point (said arc having a radius of 250.00 feet and being subtended by a chord bearing North 60 degrees 42 minutes 12 seconds West and having a length of 252.09 feet); running thence South 89 degrees 01 minutes 10 seconds West, a distance of 31.77 feet to a point; running thence along the arc of a curve to the left, a distance of 100.03 feet to a point (said arc having a radius of 1,110.00 feet and being subtended by a chord bearing North 00 degrees 58 minutes 50 seconds West and having a length of 100.00 feet); running thence North 89 degrees 01 minutes 10 seconds East, a distance of 31.77 feet to a point; running thence along the arc of a curve to the right, a distance of 369.91 feet to a point (said arc having a radius of 350.00 feet and being subtended by a chord bearing South 60 degrees 42 minutes 12 seconds East and having a length of 352.93 feet); running thence South 30 degrees 25 minutes 34 seconds East, a distance of 508.40 feet to a point; running thence along the arc of a curve to the right, a distance of 86.36 feet to a point (said arc having a radius of 800.00 feet and being subtended by a chord bearing South 27 degrees 20 minutes 00 seconds East and having a length of 86.32 feet); running thence South 24 degrees 14 minutes 27 seconds East, a distance of 91.89 feet to a point; running thence South 65 degrees 45 minutes 55 seconds East, a distance of 82.57 feet to a point on the northwestern right-of-way line of Jiles Road (R/W varies); running thence in a southwestern direction, along said northwestern right-of-way line, along the arc of a curve to the left, a distance of 210.98 feet to a point (said arc having a radius of 621.00 feet and being subtended by a chord bearing South 65 degrees 50 minutes 56 seconds West and having a length of 209.97 feet), which marks the TRUE POINT OF BEGINNING.

The tract of land herein described is shown as "Ingress"

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Egress, Access Easement" on, and described according to that certain plat of survey entitled "Easement Survey for Legacy Park of Georgia, L.P.," dated June 28, 1994, prepared by Rochester & Associates, Inc., James C. Jones, G.R.L.S. #2298, which plat of survey is incorporated herein by reference.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 64 and 65 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

A fifty (50) foot strip of land within Legacy Park centered on a centerline beginning and ending at Point A (herein defined):

TO FIND POINT A, commence at the common corner of Land Lots 63, 64, 89 and 90, said District, Section and County; running thence South 82 degrees 10 minutes 10 seconds East, a distance of 522.95 feet to a point on the northwest right-of-way line of Jiles Road (R/W varies); running thence North 17 degrees 16 minutes 25 seconds East, a distance of 83.05 feet to a point; running thence North 24 degrees 14 minutes 27 seconds West, a distance of 91.66 feet to a point; running thence along the arc of a curve to the left, a distance of 73.57 feet to a point (said arc having a radius of 700.00 feet and being subtended by a chord bearing North 27 degrees 20 minutes 00 seconds West and having a length of 75.53 feet); running thence North 30 degrees 25 minutes 34 seconds West, a distance of 508.40 feet to a point; running thence along the arc of a curve to the left, a distance of 261.22 feet to a point (said arc having a radius of 250.00 feet and being subtended by a chord bearing North 60 degrees 42 minutes 12 seconds West and having a length of 252.09 feet); running thence South 89 degrees 01 minutes 10 seconds West, a distance of 31.77 feet to a point; running thence South 89 degrees 01 minutes 10 seconds West, a distance of 25.03 feet to a point, which is POINT A; running thence along the arc of a curve to the right, a distance of 284.30 feet to a point (said arc having a radius of 1,085.00 feet and being subtended by a chord bearing South 09 degrees 10 minutes 03 seconds West and having a length of 283.49 feet); running thence along the arc of a curve to the right, a distance of 633.00 feet to a point (said arc having a radius of 325.00 feet and being subtended by a chord bearing South 72 degrees 28 minutes 15 seconds West and having a length of 537.58 feet); running thence North 51 degrees 43 minutes 56 seconds West, a distance of 439.92 feet to a point; running thence along the arc of a curve to the right, a distance of 251.95 feet to a point (said arc having a radius of 610.00 feet and being subtended by a chord bearing North 39 degrees 51 minutes 59 seconds West and having a length of 250.16 feet); running thence North 28 degrees 04 minutes 02 seconds West, a distance of 289.95 feet to a point; running thence along the arc of a curve to the left, a distance of 807.20 feet to a point (said arc having a

radius of 850.00 feet and being subtended by a chord bearing North 55 degrees 16 minutes 22 seconds West and having a length of 777.21 feet); running thence North 82 degrees 28 minutes 41 seconds West, a distance of 157.81 feet to a point; running thence along the arc of a curve to the left, a distance of 477.49 feet to a point (said arc having a radius of 800.00 feet and being subtended by a chord bearing South 80 degrees 25 minutes 21 seconds West and having a length of 470.44 feet); running thence South 63 degrees 19 minutes 26 seconds West, a distance of 301.39 feet to a point; running thence along the arc of a curve to the left, a distance of 210.63 feet to a point (said arc having a radius of 1,810.00 feet and being subtended by a chord bearing South 59 degrees 59 minutes 23 seconds West and having a length of 210.52 feet); running thence South 56 degrees 39 minutes 23 seconds West, a distance of 131.21 feet to a point; running thence along the arc of a curve to the right, a distance of 182.23 feet to a point (said arc having a radius of 620.00 feet and being subtended by a chord bearing South 65 degrees 04 minutes 36 seconds West and having a length of 181.58 feet); running thence South 73 degrees 29 minutes 49 seconds West, a distance of 167.35 feet to a point; running thence along the arc of a curve to the left, a distance of 298.07 feet to a point (said arc having a radius of 2,870.00 feet and being subtended by a chord bearing South 70 degrees 33 minutes 06 seconds West and having a length of 294.94 feet); running thence South 67 degrees 38 minutes 22 seconds West, a distance of 220.99 feet to a point; running thence along the arc of a curve to the right, a distance of 402.51 feet to a point (said arc having a radius of 600.00 feet and being subtended by a chord bearing South 56 degrees 49 minutes 32 seconds West and having a length of 395.02 feet); running thence along the arc of a curve to the right, a distance of 978.24 feet to a point (said arc having a radius of 338.92 feet and being subtended by a chord bearing North 08 degrees 40 minutes 56 seconds East and having a length of 672.33 feet); running thence South 88 degrees 34 minutes 49 seconds East, a distance of 219.80 feet to a point; running thence along the arc of a curve to the left, a distance of 366.71 feet to a point (said arc having a radius of 450.00 feet and being subtended by a chord bearing North 68 degrees 04 minutes 28 seconds East and having a length of 356.64 feet); running thence North 44 degrees 43 minutes 45 seconds East, a distance of 613.23 feet to a point; running thence along the arc of a curve to the left, a distance of 248.30 feet to a point (said arc having a radius of 620.00 feet and being subtended by a chord bearing North 33 degrees 15 minutes 23 seconds East and having a length of 246.64 feet); running thence North 21 degrees 47 minutes 00 seconds East, a distance of 188.30 feet to a point; running thence along the arc of a curve to the right, a distance of 630.60 feet to a point (said arc having a radius of 550.00 feet and being subtended by a chord bearing North 55 degrees 02 minutes 48 seconds East and having a length of 761.89 feet); running thence South 71 degrees 41 minutes 24 seconds East, a distance of 247.88 feet to a point;

running thence along the arc of a curve to the left, a distance of 174.31 feet to a point (said arc having a radius of 715.00 feet and being subtended by a chord bearing South 78 Degrees 40 minutes 26 seconds East and having a length of 171.88 feet); running thence South 25 degrees 39 minutes 28 seconds East, a distance of 309.09 feet to a point; running thence along the arc of a curve to the right, a distance of 588.99 feet to a point (said arc having a radius of 650.00 feet and being subtended by a chord bearing South 59 degrees 41 minutes 56 seconds East and having a length of 589.04 feet); running thence South 43 degrees 44 minutes 24 seconds East, a distance of 269.76 feet to a point; running thence along the arc of a curve to the left, a distance of 238.81 feet to a point (said arc having a radius of 500.00 feet and being subtended by a chord bearing South 47 degrees 25 minutes 23 seconds East and having a length of 236.55 feet); running thence South 51 degrees 06 minutes 22 seconds East, a distance of 199.08 feet to a point; running thence along the arc of a curve to the right, a distance of 802.65 feet to a point (said arc having a radius of 1,000.00 feet and being subtended by a chord bearing South 38 degrees 06 minutes 42 seconds East and having a length of 781.28 feet); running thence South 15 degrees 07 minutes 03 seconds East, a distance of 127.34 feet to a point; running thence along the arc of a curve to the right, a distance of 217.70 feet to a point (said arc having a radius of 1,085.00 feet and being subtended by a chord bearing South 09 degrees 22 minutes 11 seconds East and having a length of 217.32 feet); running thence along the arc of a curve to the right, a distance of 100.03 feet to a point (said arc having a radius of 1,085.00 feet and being subtended by a chord bearing South 00 degrees 58 minutes 50 seconds East and having a length of 100.00 feet), which marks POINT A.

The tract of land herein described is shown as "Proposed Roadway" on, and described according to that certain plat of survey entitled "Easement Survey for Legacy Park of Georgia, L.P.," dated June 28, 1994, prepared by Rochester & Associates, Inc., James C. Jones, C.R.L.S. #2298, which plat of survey is incorporated herein by reference.



EXHIBIT "B"

(Page Two of Two)

Iron pin; running thence South 36 degrees 13 minutes 06 seconds West along the northwesterly side of the right of way of Cecil Lake Drive for a distance of 204.78 feet to an iron pin; running thence along the arc of a curve to the left, along the westerly side of the right of way of Cecil Lake Drive, having a radius of 286.53 feet (said arc being subtended by a chord South 22 degrees 34 minutes 24 minutes West for a chord distance of 135.19 feet) for an arc distance of 136.48 feet to an iron pin; running thence South 08 degrees 55 minutes 42 seconds West along the westerly side of the right of way of Cecil Lake Drive for a distance of 183.18 feet to an iron pin; running thence along an arc of a curve to the left along the westerly side of the right of way of Cecil Lake Drive, having a radius of 233.51 feet (said arc being subtended by a chord South 04 degrees 31 minutes 10 seconds East a chord distance of 109.61 feet) for an arc distance of 109.61 feet to an iron pin; running thence South 17 degrees 58 minutes 03 seconds East along the southwesterly side of the right of way of Cecil Lake Drive for a distance of 135.49 feet to an iron pin; running thence southeasterly along the arc of a curve to the right along the westerly side of the right of way of Cecil Lake Drive, having a radius of 112.94 feet (said arc being subtended by a chord South 01 degrees 01 minutes 35 seconds East a chord distance of 65.82 feet) for an arc distance of 66.79 feet to an iron pin; running thence along the arc of a curve to the left, along the southwesterly side of the right of way of Cecil Lake Drive, having a radius of 383.52 feet (said arc being subtended by a chord South 05 degrees 33 minutes 53 seconds West a chord distance of 137.81 feet) for an arc distance of 138.56 feet to an iron pin; running thence South 04 degrees 47 minutes 08 seconds East along the southwesterly side of the right of way of Cecil Lake Drive for a distance of 546.65 feet to an iron pin; running thence along the arc of a curve to the right, along the westerly side of the right of way of Cecil Lake Drive, having a radius of 210.41 feet (said arc being subtended by a chord South 14 degrees 26 minutes 25 seconds West a chord distance of 138.57 feet) for an arc distance of 141.20 feet to the #4 rebar set at the northeasterly side of the right of way of L & N Railway at the point of beginning.

In addition to the above-described tract, the "Additional Property" shall also include any and all real property lying adjacent to or contiguous with the above-described tract, and any and all real property lying adjacent to or contiguous with any portion of the Property, as it now exists or as it may exist in the future, subsequent to future annexations, if any.

**LESS AND EXCEPTED FROM THE "ADDITIONAL PROPERTY" DESCRIBED ABOVE ARE THOSE LOTS SUBMITTED AS PART OF THE PROPERTY, AND BEING DESCRIBED AS FOLLOWS:**

All those tracts or parcels of land lying and being in Land Lot 51 of the 20th District, 2nd Section of Cobb County, Georgia, being all those numbered lots shown on that certain plat of survey of Northgate at Legacy Park, Unit 1 (the same being Lots 1, 2, 84, 85, 86, 87, 88, 89, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 164, 165, 166, 167, 168, 169, 170, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 211, 212, 213, and 214), as recorded in Plat Book 152, Page 20, Cobb County Records, which plat is by reference incorporated herein and made a part of this description.

**EXHIBIT "A"**

All those tracts or parcels of land lying and being in Land Lot 51 of the 20th District, 2nd Section of Cobb County, Georgia, being all those numbered lots shown on that certain plat of survey of Northgate at Legacy Park, Unit I (the same being Lots 1, 2, 84, 85, 86, 87, 88, 89, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 164, 165, 166, 167, 168, 169, 170, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 211, 212, 213, and 214), as recorded in Plat Book 152, Page 20, Cobb County Records, which plat is by reference incorporated herein and made a part of this description.

EXHIBIT "B"

(Page One of Two)

All that tract or parcel of land lying and being in Land Lot 51 of the 20th District, 2nd Section, Cobb County, Georgia, being 49.291 acres as per plat of survey prepared for Chesapeake Properties, L.P., dated November 18, 1993 and prepared by Herndon Surveying & Design, Inc., Robert B. Detterton, Georgia Registered Land Surveyor No. 2495 and being more particularly described as follows:

Beginning at a #4 rebar marking the point of intersection of the northwesterly side of the right of way of an abandoned dirt road known as Lake Drive, a/k/a Cecil Lake Drive (50 foot right of way) and the northeasterly side of the right of way of L & N Railroad (66 foot right of way), and from said beginning point, running thence northwesterly along the arc of a curve to the left along the northwesterly side of the right of way of L & N Railroad, having a radius of 1943.00 feet (said arc being subtended by a chord North 53 degrees 04 minutes 27 seconds West a chord distance of 343.45 feet) for an arc distance of 343.90 feet to a point; running thence North 58 degrees 08 minutes 40 seconds West along the northeasterly side of the right of way of L & N Railway for a distance of 741.76 feet to a point; running thence northwesterly along the arc of a curve to the left, along the northerly side of the right of way of L & N Railway, having a radius of 1179.28 feet (said arc being subtended by a chord North 66 degrees 56 minutes 34 seconds West a chord distance of 360.77 feet) for an arc distance of 362.19 feet to a #4 rebar and corner; running thence North 01 degrees 46 minutes 25 seconds West for a distance of 1,166.70 feet to an iron pin and corner located on the southeasterly side of the right of way of Hickory Grove Road (50 foot right of way); running thence northeasterly along the arc of a curve to the right, along the southeasterly side of the right of way of Hickory Grove Road, having a radius of 1,077.13 feet (said arc being subtended by a chord North 56 degrees 39 minutes 07 seconds East a chord distance of 301.67 feet) for an arc distance of 302.66 feet to an iron pin and corner located on the northern land lot line of Land Lot 51, 20th District, 2nd Section, Cobb County, Georgia; running thence South 85 degrees 08 minutes 15 seconds East along the northern land lot line of Land Lot 51, said district and section, for a distance of 1,534.62 feet to an iron pin and corner located at the intersection of said northern land lot line with the northwesterly side of the right of way of an abandoned dirt road known as Lake Drive, a/k/a Cecil Lake Drive; running thence South 50 degrees 39 minutes 43 seconds West along the northwesterly side of the right of way of Cecil Lake Drive for a distance of 138.58 feet to an iron pin; running thence southwesterly along the arc of a curve to the left along the northwesterly side of the right of way of Cecil Lake Drive, having a radius of 1,441.18 feet (said arc being subtended by a chord South 43 degrees 26 minutes 26 seconds West a chord distance of 362.36 feet) for an arc distance of 363.32 feet to an

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