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Return to:  
Lazega & Johanson LLC  
P.O. Box 250800  
Atlanta, Georgia 30325  
Attention: Kathryn Roberts

Cross Reference:  
Deed Book 18993, Page 704  
Deed Book 17888, Page 188

**STATE OF GEORGIA  
COUNTY OF DEKALB**

**AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT**

This Amended and Restated Reciprocal Easement Agreement (the "Agreement") is made as of the date of the last signature to this Agreement by and between **EASTLAND CUSTER HOLDINGS, LLC**, a Georgia limited liability corporation ("Eastland Custer") and **EASTLAND GATES CONDOMINIUM ASSOCIATION, INC.**, a Georgia non-profit corporation ("Condominium Association"). Eastland Custer and Condominium Association may hereinafter be referred to collectively as the "Parties" or individually as a "Party."

**WHEREAS**, The Providence Group at Eastland, LLC, a Georgia Limited Liability Company, as the "Condominium Owner", and East Atlanta Ventures, LLC, a Georgia Limited Liability Company, as "Additional Property Owner", entered into that certain Reciprocal Easement Agreement, dated September 1, 2005 and recorded on September 13, 2005 in Deed Book 17888, Page 188, DeKalb County, Georgia records (hereinafter the "Original REA") to establish certain reciprocal use rights, obligations and easements with respect to the real property subject to the terms and provisions of that certain Declaration of Condominium for Eastland Gates Condominium recorded on August 2, 2006 in Deed Book 18993, Page 704, *et seq.*, DeKalb County, Georgia records, as the same has been modified and amended from time to time (hereinafter the "Condominium Declaration"), such real property being more particularly described in Exhibit "A" attached hereto (hereinafter the "Condominium Property"), and the "Additional Property" as that term is defined in the Condominium Declaration;

**WHEREAS**, pursuant to Paragraph 9 and Paragraph 21 of the Condominium Declaration, the Condominium Association, acting through its Board of Directors, has the right and authority to grant permits, licenses, right of way, utility easements, and other easements over the Condominium Association's common elements; and

**WHEREAS**, the Condominium Association is the "Condominium Owner" under the Original REA with all right, title and interest thereof by virtue of being the successor and/or assign of the Condominium Owner under the Original REA; and

**WHEREAS**, Eastland Custer is the owner of certain real property located in Land Lots 143 & 144 of the 15<sup>th</sup> District of DeKalb County, Georgia, which is more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Eastland Custer Property"), which constitutes a portion of the Additional Property described in the Condominium Declaration and the Original REA; and

**WHEREAS**, Eastland Custer as the successor-in-title, successor and/or assign of East Atlanta Ventures, LLC is the "Additional Property Owner" under the Original REA, with all right, title and interest thereof; and

**WHEREAS**, Eastland Custer intends to develop all or a portion of the Eastland Custer Property into a residential townhome project which will be subjected to a declaration of protective covenants, conditions, restrictions and easements, recorded or to be recorded in the DeKalb County, Georgia land records (as amended and/or supplemented from time to time, hereinafter the "Townhome Declaration") and to the jurisdiction of a mandatory membership owners association to administer the Eastland Custer Property as and when so developed (hereinafter the "Townhome Association"); and

**WHEREAS**, Eastland Custer and the Condominium Association desire to amend the Original REA to define certain cost sharing obligations and reciprocal use rights of certain facilities on the Eastland Custer Property and Condominium Property (the Eastland Custer Property and Condominium Property may hereinafter sometimes be referred to collectively as the "Development") and to further define the maintenance responsibilities of the private roads (not including driveways serving individual residential units) sidewalks, recreational areas, including parking areas serving the recreational areas, open space, detention facilities, entry gates, common area landscaping, master water meter serving the Development, and other common areas serving both the Eastland Custer Property and the Condominium Property (collectively, the "Common Facilities"), pursuant to the terms set forth herein; and

**WHEREAS**, Eastland Custer, as the Additional Property Owner, and the Condominium Association, as the Condominium Owner, hereby amend the Original REA by deleting the same in its entirety and replacing in lieu thereof this Amended and Restated Reciprocal Easement Agreement hereby declaring that the Eastland Custer Property and all of the property now or hereafter subject to the Condominium Declaration shall be held, sold, transferred, conveyed, used, occupied, mortgaged, and otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments and liens, hereinafter set forth, which are for protecting the value and desirability of and which shall run with the title to, such real property and shall be binding on all persons having any right, title or interest in all or any portion of the real property, their respective heirs, legal representatives, successors-in-title and assigns shall inure to the benefit of each owner of all or any portion thereof; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and shall constitute a substantive part of this Agreement.
2. Easement and Use Rights.
  - a. Ingress and Egress on Condominium Property and Use of Common Facilities. Condominium Association hereby declares, transfers, conveys, and establishes for the benefit of Eastland Custer, the Eastland Custer Property, the owners, residents and tenants of the Eastland Custer Property, and their guests, family, invitees, successors and assigns, the following non-exclusive easement rights: (i) ingress, egress and access on the Common Facilities located on the Condominium Property for both vehicular and pedestrian purposes, (ii) and full use and enjoyment of any Common Facilities that are currently or may be built on the Condominium Property, except as otherwise limited in Paragraph 6 herein (except any parking spaces or other property designated for separate exclusive use as Limited Common Elements under the terms of the Condominium Declaration). The Condominium Association shall have the right to promulgate and enforce reasonable rules and regulations from time to time

governing the use of said streets, sidewalks, parking areas and recreational facilities, so long as such rules apply equally to the residents of the Condominium and the residents of the Eastland Custer Property and do not discriminate against the owners or tenants of the Eastland Custer Property or their invitees. Such rules must be in writing and provided to Eastland Custer at least 10 days prior to the effective date of any such rule or regulation.

- b. **Ingress and Egress on Eastland Custer Property and Use of Common Facilities.** Eastland Custer hereby declares, transfers, conveys and establishes for the benefit of the Condominium Owner, the Condominium, the owners, residents and tenants of the Condominium, and their guests, family, invitees, successors and assigns, the following nonexclusive easement rights: (i) ingress, egress and access on the Common Facilities located on the Eastland Custer Property for both vehicular and pedestrian purposes; and (ii) full use and enjoyment of the Common Facilities that are currently or may be built on the Eastland Custer Property (except any Common Facilities designated for separate exclusive use as Limited Common Elements under the terms of the Townhome Declaration). Eastland Custer shall have the right to promulgate and enforce reasonable rules and regulations from time to time governing the use of said streets, sidewalks, parking areas and recreational facilities, so long as such rules apply equally to the residents of the Condominium and the residents of the Eastland Custer Property and do not discriminate against the owners or tenants of the Condominium or their invitees. Such rules must be in writing and provided to the Condominium Association at least 10 days prior to the effective date of any such rule or regulation.
- c. **Utility Easements.** Condominium Association hereby grants to Eastland Custer, its successors and assigns, and Eastland Custer hereby grants to Condominium Association, its successors and assigns, perpetual, non-exclusive easements in, on, under and through their respective properties in the Development for the connection to, repair, maintenance and use of all sewer, water, gas, electric, telephone and other utility lines and pipes now or hereafter located on their properties in the Development (other than lines or pipes serving a single residential unit or lot on the Condominium Property or Eastland Custer Property).
- d. **Easements for Inadvertent Encroachments.** In the event that any building constructed on the Condominium Property encroaches upon the Eastland Custer Property, or any building constructed on the Eastland Custer Property encroaches upon the Condominium Property, as a result of the construction, reconstruction, repair, renovation, restoration, shifting, settlement or movement of any portion of a building, a valid easement for the encroachment and for the maintenance, repair and replacement thereof shall exist so long as the encroachment exists. In the event that any such building shall be partially or totally damaged or destroyed as a result of fire, other casualty, condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachment of the affected property due to such repair or reconstruction shall be permitted, and valid easements for such encroachments and the maintenance, repair and replacement thereof shall exist.

3. Common Expenses and Maintenance Obligations. The Condominium Association shall maintain the Common Facilities within the Development in a good, clean, orderly and sanitary condition. The following expenses incurred by, or on behalf of Condominium Association in connection with the operation, maintenance, repair, replacement, modification, improvement and management of the Common Facilities, which the Parties shall pay in accordance with their respective pro-rata share as set forth below, except for water services in subsection (c) which shall be charged as set forth in Paragraph 5 below, shall be deemed "Common Expenses" under this Agreement:
- a. Reasonable Management fees and expenses of administration including legal and accounting fees, incurred in connection with the Common Facilities;
  - b. Utility charges for all utilities serving the Common Facilities;
  - c. Water services to Eastland Custer Property and Eastland Custer Residential Units;
  - d. Premiums for hazard, comprehensive general liability, and any other insurance which is maintained with respect to the Common Facilities, in accordance with the Condominium Declaration;
  - e. The expenses of maintenance, operation, improvement, modification, management, repair and replacement of the Common Facilities, including without limitation, the costs of labor, equipment, and materials incurred in connection therewith, provided, however, that in the event any repair or maintenance is required as a result of any damage caused by the acts or omissions of either Party or its employees, agents, successors-in-title, or contractors or invitees, all costs thereof may be passed on to such Party, who shall bear the sole cost of such maintenance and repairs;
  - f. Ad valorem real property and personal property taxes assessed against or otherwise attributable to the Common Facilities;
  - g. The expenses necessary to establish and maintain a reserve fund for any capital improvements or repairs necessary for the Common Facilities; and
  - h. The costs or expenses of any and all actions necessary or otherwise appropriate to enforce this Agreement.
4. Pro-rata Shares of Common Expenses & Obligations to Share Costs. Eastland Custer's pro-rata share of the Common Expenses shall be the ratio of the number of Residential Units contained in the Eastland Custer Property to the total number of Residential Units within the Condominium Property and the Eastland Custer Property together (the "Eastland Custer Share"). Condominium Association's pro-rata share of the Common Expenses shall be the ratio of the number of Residential Units contained in the Condominium Property to the total number of Residential Units contained in the Eastland Custer Property and Condominium Property together (the "Condominium Association Share"). The term "Residential Unit" shall mean any living space designed for use by a single family, or a condominium unit within the Condominium Property as defined under the Condominium Declaration, for which a certificate of occupancy has been issued by the applicable governmental authority.

Notwithstanding the foregoing, upon the sale or transfer of any Eastland Custer Residential Unit from Eastland Custer to a new owner, Eastland Custer shall cause to be paid to Condominium Association a capital contribution fee in the amount of \$300.00 to offset the Common Expenses that Condominium Association has incurred prior to the date of sale or conveyance. Eastland Custer shall also, at its sole cost and expense, topcoat all roads within



the Development, with such work being performed pursuant to reasonable and customary industry standards and conditions, on or before the date the last certificate of occupancy is issued for the Eastland Custer Residential Units in the Development. Furthermore, should Eastland Custer desire to utilize the Association's back entry gate, Eastland Custer shall also install an automated gate access system on or before the date the last certificate of occupancy is issued for the Eastland Custer Residential Units in the Development. Any gate access codes shall be provided to Condominium Association and the back gate shall be considered part of the "Common Facilities" to be maintained by Condominium Association, the costs of which shall be shared as a Common Expense pursuant to this Agreement.

5. Water Services. The Development is served by a master water meter. Condominium Association shall be responsible for the administration of expenses associated with the master water meter serving the Development. Condominium Association shall pay all usage charges for water supplied to the Development, which shall be shared by Eastland Custer, Condominium Association, and Residential Unit owners as further provided for in this Agreement. Condominium Association has established procedures for providing water services to and assessing related charges against Condominium Association Residential Unit owners pursuant to the Condominium Association's rules and the Condominium Declaration. As such, this Paragraph shall apply only to water services to be provided to Eastland Custer Property and Eastland Custer Residential Units, and neither Eastland Custer Residential Unit owners nor the Townhome Association shall be responsible for any water service charges attributable to the individual Eastland Gates Residential Units.

Charges for water services to the Eastland Custer Property shall be allocated as follows:

- a. Sub-meters on Eastland Custer Property. Eastland Custer shall install sub-meters at each Eastland Custer Residential Unit constructed on the Eastland Custer Property, which will tie into the master water meter for the Development. The Condominium Association shall read, or hire a third-party to read, the sub-meter(s) serving an Eastland Custer Residential Unit, if any. The charges for water service usage for each Eastland Custer Residential Unit shall be determined by the Condominium Association's Board of Directors and may be based on the actual amount of such water used and supplied to each Eastland Custer Residential Unit or may be calculated by using estimates based on averages or other techniques, and may include expenses incurred by the Condominium Association and reasonable charges associated with the meter-reading and administering such sub-metering system; so long as the same method is used for each sub-metered Residential Unit.

Condominium Association shall have the authority to: (1) directly charge Eastland Custer for the expenses associated with the water service usage at the Eastland Custer Property that it retains ownership of until such time as Townhome Association is created and governing the Eastland Custer Property; (2) directly charge each Eastland Custer Residential Unit owner the expenses associated with the water service usage; or (3) charge Townhome Association for the total amount of water service usage at the Eastland Custer Property.

- b. General provisions. The master water meter serving the Development and all pipes, lines, conduits, drains, and other apparatus associated with maintenance and operation of the Common Facilities shall be maintained, repaired, replaced, and/or improved by the Condominium Association, the costs of which shall be a Common Expense to be shared by Condominium Association and Eastland Custer on a pro-rata basis as provided in Paragraph 4 hereof. At no time shall the Condominium Association be responsible for repair, replacement, or maintenance of any pipe, line, conduit, drain, or other apparatus serving any Eastland Custer Residential Unit.

Water service charges billed in accordance with this Agreement shall be paid in accordance with procedures established from time to time by or on behalf of Condominium Association. In the event water service charges are delinquent for thirty (30) days or more, in addition to all other rights and remedies available to Condominium Association pursuant to this Agreement and Georgia law, upon ten (10) days written notice to Eastland Custer or the Eastland Custer Residential Unit owner, water service provided to the Eastland Custer Property or the Eastland Custer Residential Unit may be suspended for failure to pay such charges as required under this Agreement. In the event such water service is suspended, neither Eastland Custer or the Eastland Custer Residential Unit owner, nor any tenant or occupant thereof shall be entitled to use any such water service from any source and any such unauthorized use shall be considered a theft of services under O.C.G.A. § 16-8-5.

The water service shall not be required to be restored until all amounts due hereunder and any reasonable utility and/or service provider charges or other reasonable costs incurred in suspending and restoring such water service are paid in full. All expenses incurred by Condominium Association for suspension or restoration of water service pursuant to this Paragraph, including reasonable attorneys' fees actually incurred, shall be collectible by Condominium Association from Eastland Custer or an Eastland Custer Residential Unit owner, as the case may be, such collection remedies including:

- a. Filing a lien against the Eastland Custer Residential Unit for all amounts due, which shall be released only after the entire unpaid balance is paid in full;
- b. Filing a lawsuit against Eastland Custer and/or the Eastland Custer Residential Unit owner; and/or
- c. Charging the total unpaid balance to the Townhome Association, which Townhome Association shall pay within ten (10) days of receipt of the invoice, and Townhome Association shall have the right to recover such amounts from the Eastland Custer Residential Unit owner directly.

In addition to all other remedies available to the Condominium Association under Georgia law, and notwithstanding any other provision hereof, the Condominium Association may levy a summary fine of up to \$500.00 per incident for any such unauthorized or illegal use of the utility or other service, and each day of unauthorized use shall constitute a separate incident or violation subjecting the owner to fines for each daily incident or violation. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

6. Determination and Payment of Common Expenses. In the fourth (4<sup>th</sup>) quarter of each calendar year, representatives of each Party shall meet and they shall together, in good faith, determine:
  - a. The anticipated Common Expenses for the coming calendar year;
  - b. The Eastland Custer Share and the Condominium Association Share of such Common Expenses; and
  - c. The method, terms, and timing of any and all payments of the Eastland Custer Share and the Condominium Association Share of the Common Expenses; provided, however, that any installment payments shall be made no less frequently than the first (1<sup>st</sup>) day of each month.

Also in the fourth (4<sup>th</sup>) quarter of each calendar year, representatives of each Party shall prepare a capital budget, which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost of each asset. The representatives shall set a required capital contribution in an amount sufficient to meet the projected capital budget, which amount shall be a part of the Common Expenses and

deposited into a joint bank account to be used only for repairs and replacements of capital assets. Furthermore, if at any time during the calendar year additional unanticipated Common Expenses arise that cannot be delayed to the next budget year, Condominium Association may specially assess each Party for their pro rata share of the Common Expense. Notwithstanding the foregoing, nothing herein shall relieve any Party of its obligation to pay all costs specifically caused or occasioned by the conduct of such Party, which shall be paid in accordance with the terms of this Agreement.

If representatives of each Party are unable to meet, or unable to determine the Common Expenses and contributions thereto, then until such Common Expenses and the Eastland Custer Share and the Condominium Association Share thereof have been determined, then the Eastland Custer Share and the Condominium Association Share determined for the previous year shall continue for the succeeding year. In such case, the representatives may propose new contribution amounts and, once determined, such contributions must be paid in full within thirty (30) days thereafter. In the event that the Parties' representatives meet but are unable to agree upon the Common Expenses and the Parties respective contributions thereto, the Parties shall submit the dispute to mediation within fifteen (15) days of the date on which the Parties meet or are unable to reach an agreement. If the Parties fail to submit the dispute to mediation, Condominium Association shall be permitted to determine the Common Expenses and contributions thereto and shall prepare the capital budget, a copy of which shall be provided to Eastland Custer for that fiscal year.

Eastland Custer and Condominium Association shall each budget for, include in their respective association dues or assessments as set forth in their governing documents, and collect from the owners of Residential Units within their respective properties, their pro-rata shares of the Common Expenses. Eastland Custer shall pay the Eastland Custer Share of the Common Expenses to Condominium Association as determined by the Parties pursuant to Paragraph 4.c. above.

In the event a Party does not comply with the payment requirements set forth herein and those payment requirements established each year by the Parties' representatives, the other Party may pay the delinquent Party's obligation and obtain reimbursement of such amounts immediately upon notice to the delinquent Party. If suit is filed to collect such amounts, the delinquent Party shall be obligated to pay a late fee of twenty-five percent (25%) of the amount due and owing and interest at the rate of ten percent (10%). The losing party in such litigation shall pay the successful Party's costs, actual attorney's fees incurred, and expenses associated with such litigation.

7. Limitations on Common Facilities Use. In addition to the rules and regulations governing the use of the Common Facilities located on Condominium Property as contemplated under Paragraph 3(a) of this Agreement, Eastland Custer's right to use of the Common Facilities located on the Condominium Property shall be limited as follows:

- a. Gate Access. Eastland Custer shall be permitted to use the Condominium Association Common Facilities' front entrance and back entrance gates in order to access the Eastland Custer Property. To the extent a code is required for either gate, the Condominium Association shall provide such access code to Eastland Custer upon written request. Eastland Custer may only share the gate access code(s), or otherwise cause such code(s) to be shared, with the person or entities listed in Sub-Sections (i) and (ii) below, but only during the Development Period (the "Development Period" shall be defined as the period of time between the date development or construction commences on the Eastland Custer Property through the date the last Eastland Custer Residential Unit is sold to a new owner):

- i. Licensed contractors and subcontractors engaged by Eastland Custer for the purpose of entering the community to perform construction and development work;

or

- ii. An agent or broker engaged to sell the Eastland Custer Residential Units to allow for potential buyers to enter the community and view the Residential Units for sale purposes only.

Eastland Custer's contractors, subcontractors, agents or brokers entitled to receive the gate access code pursuant to Sub-Sections (i) and (ii) above shall only be permitted to enter the community to perform any construction or sales related work between the hours of 9:00 a.m. and 5:00 p.m. At no time shall Eastland Custer, or its contractors, subcontractors, agents or brokers cause any front or back entrance access gate to remain open, other than for the brief time period the gate must remain open to allow a person or vehicle to enter or exit the Development.

However, upon written request and agreement between Eastland Custer and Condominium Association, Eastland Custer may request and Condominium Association may permit the front entrance gate to remain open between the hours of 9:00 a.m. and 5:00 p.m., Thursday through Sunday, for an agreed upon period of time, in order to help facilitate sales of the Eastland Custer Residential Units to be constructed on the Eastland Custer Property.

In the event that any of the persons or entities described in Sub-Sections (i) and (ii) above, who are authorized to receive the gate access code(s), fail to abide by the limitations described herein, the Condominium Association shall be permitted to suspend that person or entity's access to the Development.

- b. **Signs and Marketing Practices.** Unless otherwise provided in this Section, Eastland Custer may not erect or post any signs on the Condominium Association Property. However, for the sole purpose of facilitating the sale of Residential Units to be constructed on the Eastland Custer Property, Condominium Association shall permit Eastland Custer to erect two (2) signs that are 4' x 8' or less in size on Condominium Property outside the front entrance gate to the Development for the purpose of advertising the sale of the Eastland Custer Residential Units constructed or to be constructed on the Eastland Custer Property. Condominium Association shall also permit Eastland Custer to erect three (3) directional signs that are 2' x 2' or less in size on Condominium Property. Any signs permitted under this Agreement shall not interfere with access to or visibility of the front entrance gate, roadway, or any Condominium Association signage, and shall be placed in a position to be approved by the Condominium Association, in writing, before such signs may be installed. Any sign installed pursuant to this Section for advertising and marketing purposes shall be removed within ten (10) days of the date of sale of the last Eastland Custer Residential Unit to be sold. Should any damage result to Condominium Property from the installation or use of the sign permitted under this Section, Eastland Custer shall be responsible for the reasonable costs to repair such damage, so that the Condominium Property is returned to the condition as it existed prior to the time the damage occurred.
- c. **Construction Practices.** During the Development Period, any work performed by Eastland Custer and/or its agents shall not cause an unreasonable disruption to the residents in the Development.

- d. **Application of this Paragraph.** The use restrictions set forth in this Paragraph 7 shall only apply to Eastland Custer during the Development Period. However, the limitation on application of this Paragraph shall not relieve Eastland Custer of any of its obligations under this Paragraph which may extend beyond the Development Period and shall not prevent the Parties from otherwise enforcing the requirements under this Paragraph.
8. **Amendment.** This Agreement shall not be modified or altered in any respect except by a writing executed and delivered by Eastland Custer (or the Townhome Association, in the event that Eastland Custer assigns this Agreement to the Townhome Association) and Condominium Association and recorded in the DeKalb County, Georgia Public Records. The Board of Directors of the Condominium Association and the Townhome Association, as defined herein, shall have the right to amend this Agreement without the consent of each Association's members.
9. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, provided, however, that Eastland Custer may assign all of its right, title and interest in this Agreement to the association (the "Townhome Association") established in the recorded Townhome Declaration without the prior written consent of Condominium Association. Eastland Custer, its successor-in-title, legal representatives, and assigns shall have the right to assign and upon the sale of the last Residential Unit in the Eastland Custer Property shall automatically be deemed to have assigned all rights and obligations hereunder to the Townhome Association, and thereafter such Townhome Association shall be liable for all of Eastland Custer's obligations hereunder and this Agreement shall then be read and interpreted as if any reference to the authority of or action by "Eastland Custer" in this Agreement with respect to such right or obligation so assigned were a reference to the authority of or action by the Townhome Association.
10. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia.
11. **Duration.** The provisions of this Agreement shall run with and bind all land within the Development and shall be and remain in effect perpetually to the extent permitted by law.
12. **Miscellaneous.** This Agreement and all rights declared, reserved, transferred, conveyed, or established hereunder shall inure to the benefit of and be enforceable by the heirs, personal representatives, successors-in-title, and assigns of the Parties hereto and such rights shall be appurtenant to the Eastland Custer Property and the Condominium Property. If legal action is brought to enforce the terms of this Agreement, then the prevailing Party in that action shall be entitled to collect from the non-prevailing Party its attorney's fees, costs, and expenses associated with such action. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance by the other with its obligations hereunder and no custom of practice of either Party at variance with the terms hereof shall constitute a waiver of any Party's right to demand exact compliance with the terms thereof.
13. **Counterpart.** This Agreement may be executed in one or more counterparts, and as so executed shall constitute a single instrument.
14. **Obligations.** The obligation to pay any sum due herein shall be mandatory and independent of whether Condominium Association or Eastland Custer agrees with or is satisfied with the manner and extent by Eastland Custer or Condominium Association of performance of its duties and responsibilities set forth or referred to herein.



15. Notices. All notices, consents, requests, and other communications hereunder shall be in writing and shall be sent by hand delivery, by certified or registered mail (return-receipt requested), or by a recognized national overnight courier service as set forth below:

If to Condominium Association:

c/o Community Management Associates  
Attn: Ferinda Jones  
1465 Northside Drive, Ste. 128  
Atlanta, GA 30318

If to Eastland Custer:

Ryan Maki, AMS, PCAM  
2675 Paces Ferry Road, Ste. 125  
Atlanta, GA 30339

Notices delivered pursuant to this Paragraph shall be deemed given by the sender and received by the recipient: (i) at the time delivered, if hand delivered; or (ii) at the time received if mailed by certified mail or sent by recognized national overnight courier service. Any Party hereto may change the address to which notice is to be sent by written notice to the other Party in accordance with this Paragraph. If a Party's address is not indicated above, all written communication with respect to this Agreement shall be sent to such Party's registered agent at such agent's address on record with the Georgia Secretary of State.

16. Waiver. No failure of any Party to exercise any power given any of them hereunder or to insist upon strict compliance by the other with its obligations hereunder and no custom or practice at variance with the terms hereof shall constitute a waiver of the right to demand exact compliance with the terms hereof.
17. Effective Date. This Agreement shall become effective upon execution by all Parties hereto and recording of this Agreement in the DeKalb County, Georgia Public Records.
18. 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, organization 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. This Agreement shall not be assigned without the written consent of all Parties, unless otherwise provided herein.

*[Signatures on following page]*

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement under hand and seal of the day and year first above written.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

[NOTARY PUBLIC]

**EASTLAND CUSTER HOLDINGS, LLC**, a  
Georgia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[Corporate Seal]

Signed, sealed and delivered this 13 day of February, 2018  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

[NOTARY PUBLIC]

**EASTLAND GATES CONDOMINIUM  
ASSOCIATION, INC.**, a Georgia non-profit  
corporation

By: \_\_\_\_\_  
Name: Michelle Dunkley  
Its: President

[Corporate Seal]

Exhibit "A"  
Legal Description for Condominium Property

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 143 & 144 of the 15<sup>th</sup> District of DeKalb County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Glynn Drive (50' R/W) and the southerly right-of-way line of Eastland Road (previously 60' R/W); thence in a westerly direction, along southerly right-of-way line of Eastland Road a distance of 366.40 feet to a 3/4" iron bar found, thence along said right-of-way line South 01 degrees 12 minutes 16 seconds East a distance of 10.50 feet to the **POINT OF BEGINNING**; thence leaving said right-of-way line and running South 01 degrees 12 minutes 16 seconds East a distance of 937.95 feet to a 1" open top pipe found on the line common to Land Lots 114 & 143; thence following the southerly line of Land Lot 143 South 88 degrees 47 minutes 44 seconds West a distance of 325.00 feet to a an iron pin set; thence continuing along said Land Lot Line South 88 degrees 57 minutes 44 seconds West a distance of 199.80 feet to a 1/4" rod; thence leaving said Land Lot Line and running North 00 degrees 58 minutes 16 seconds West a distance of 943.45 feet to an iron pin set on the southerly right-of-way line of Custer Avenue (previously 70' R/W) (said point being 40' from the centerline of Custer Avenue); thence along a curve to the right an arc distance of 162.94 feet, said curve having a radius of 915.75 feet and a chord bearing North 86 degrees 19 minutes 36 seconds East a distance of 162.73 feet to a point on the southerly right-of-way line of Eastland Road; thence along said right-of-way of Eastland Road the following courses and distances: following a curve to the right an arc distance of 66.24 feet to a point, said arc having a radius of 1139.53 feet and a chord bearing South 87 degrees 22 minutes 11 seconds East a distance of 66.23 feet to a point; thence South 86 degrees 59 minutes 18 seconds East a distance of 135.57 feet to a point; thence along a curve to the left an arc distance of 157.25 feet, said arc having a radius of 1040.93 feet and a chord bearing North 88 degrees 19 minutes 09 seconds East a distance of 157.10 to the **POINT OF BEGINNING**.

**LESS AND EXCEPT** the parcels designated as Parcel 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 18, 19, 20, 21, and 22 on the Plat recorded at Plat Book 195, Page 112 et seq., DeKalb County, Georgia land records on October 4, 2007.

Exhibit "B"  
Legal Description for Eastland Custer Property

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 143 & 144 of the 15th District of DeKalb County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Glynn Drive (50' R/W) and the southerly right-of-way line of Eastland Road (60' R/W); thence in a westerly direction, along the southerly right-of-way line of Eastland Road a distance of 366.40 feet to a 3/4" iron bar found, said point being the **POINT OF BEGINNING**; thence leaving said right-of-way line and running South 01 degrees 12 minutes 16 seconds East a distance of 948.44 feet to a 1" open top pipe found on the line common to Land Lots 114 & 143; thence following the southerly line of Land Lot 143 South 88 degrees 47 minutes 44 seconds West a distance of 325.00 feet to an iron pin set; thence continuing along said Land Lot Line South 88 degrees 57 minutes 44 seconds West a distance of 199.80 feet to a 1/4" rod; thence leaving said Land Lot Line and running North 00 degrees 58 minutes 16 seconds West a distance of 949.50 feet to an iron pin set on the southerly right-of-way line of Custer Avenue (70' R/W); thence following said right-of-way line along a curve to the right an arc distance of 196.32 feet, said arc having a radius of 955.00 feet and a chord which bears North 87 degrees 40 minutes 30 seconds East a distance of 195.97 feet to an iron pin set; thence continuing along said right-of-way line North 01 degrees 12 minutes 16 seconds West a distance of 5.14 feet to a point on the southerly right-of-way line of Eastland Road; thence following said right-of-way line South 86 degrees 58 minutes 22 seconds East a distance of 159.51 feet to an iron pin set; thence continuing along said right-of-way line along a curve to the left an arc distance of 166.11 feet, said arc having a radius of 1,030.00 feet and a chord which bears North 88 degrees 23 minutes 30 seconds East a distance of 165.93 feet to the **POINT OF BEGINNING**.

Said Tract containing 11.421 acres.

**LESS AND EXCEPT:**

**Parcel 3**

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in Land Lot 148 of the 15<sup>th</sup> District of DeKalb County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Glynn Drive (80' R/W) and the southerly right-of-way line of Eastland Road (80' R/W); thence in a westerly direction, along the southerly right-of-way line of Eastland Road a distance of 360.40 feet to a 3/4" iron bar found; thence South 01 degree 12 minutes 16 seconds East a distance of 460.76 feet to the **POINT OF BEGINNING**; thence South 88 degrees 47 minutes 44 seconds West a distance of 51.48 feet to a point; thence North 01 degree 12 minutes 10 seconds West a distance of 20.00 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 80.00 feet to a point; thence along a curve to the right an arc distance of 23.58 feet, said arc having a radius of 15.00 feet and a chord which bears North 48 degrees 12 minutes 18 seconds West a distance of 21.21 feet to a point; thence North 01 degree 12 minutes 10 seconds West a distance of 76.83 feet to a point; thence along a curve to the right an arc distance of 7.86 feet, said arc having a radius of 5.00 feet and a chord which bears North 43 degrees 47 minutes 44 seconds East a distance of 7.07 feet to a point; thence North 88 degrees 47 minutes 44 seconds East a distance of 14.50 feet to a point; thence North 01 degree 12 minutes 18 seconds West a distance of 14.50 feet to a point; thence North 88 degrees 47 minutes 44 seconds East a distance of 128.88 feet to a point; thence South 01 degree 12 minutes 16 seconds East a distance of 131.93 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.390 acres of land.



**LESS AND EXCEPT:**

**Parcel 15**

**ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 143 of the 16<sup>th</sup> District of DeKalb County, Georgia and being more particularly described as follows:**

Commencing at a point formed by the intersection of the westerly right-of-way line of Glynn Drive (80' R/W) and the southerly right-of-way line of Eastland Road (80' R/W); thence in a westerly direction, along the southerly right-of-way line of Eastland Road a distance of 380.40 feet to a 3/4" iron bar found; thence South 82 degrees 49 minutes 20 seconds West a distance of 271.28 feet to the **POINT OF BEGINNING**; thence South 01 degree 12 minutes 16 seconds East a distance of 180.75 feet to a point; thence along a curve to the right an arc distance of 23.58 feet, said arc having a radius of 15.00 feet and a chord which bears South 43 degrees 47 minutes 44 seconds West a distance of 21.21 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 45.33 feet to a point; thence along a curve to the right an arc distance of 23.58 feet, said arc having a radius of 15.00 feet and a chord which bears North 46 degrees 12 minutes 16 seconds West a distance of 21.21 feet to a point; thence North 01 degree 12 minutes 16 seconds West a distance of 124.83 feet to a point; thence North 88 degrees 47 minutes 44 seconds East a distance of 1.00 feet to a point; thence North 01 degree 12 minutes 16 seconds West a distance of 88.11 feet to a point; thence along a curve to the right an arc distance of 51.09 feet, said arc having a radius of 1,138.53 feet and a chord which bears South 87 degrees 00 minutes 42 seconds East a distance of 51.09 feet to a point; thence South 88 degrees 50 minutes 18 seconds East a distance of 22.55 feet to a point; thence South 01 degree 12 minutes 16 seconds East a distance of 24.74 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.382 acres of land.

**ALSO LESS AND EXCEPT:**

**Parcel 16**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 143 of the 18<sup>th</sup> District of DeKalb County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Glynn Drive (60' RAW) and the southerly right-of-way line of Eastland Road (60' RAW); thence in a westerly direction, along the southerly right-of-way line of Eastland Road a distance of 366.40 feet to a 3/4" iron bar found; thence South 82 degrees 49 minutes 20 seconds West a distance of 271.20 feet to the POINT OF BEGINNING; thence North 01 degree 12 minutes 18 seconds West a distance of 24.74 feet to a point; thence South 88 degrees 59 minutes 18 seconds East a distance of 113.02 feet to a point; thence along a curve to the left an arc distance of 21.58 feet, said arc having a radius of 1,040.03 feet and a chord which bears South 07 degrees 58 minutes 44 seconds East a distance of 21.83 feet to a point; thence along a curve to the right an arc distance of 8.77 feet, said arc having a radius of 35.00 feet and a chord which bears South 07 degrees 00 minutes 59 seconds East a distance of 8.74 feet to a point; thence South 00 degrees 01 minute 32 seconds West a distance of 13.34 feet to a point; thence along a curve to the right an arc distance of 23.29 feet, said arc having a radius of 85.00 feet and a chord which bears South 11 degrees 38 minutes 37 seconds West a distance of 23.11 feet to a point; thence South 23 degrees 11 minutes 43 seconds West a distance of 55.48 feet to a point; thence along a curve to the left an arc distance of 32.36 feet, said arc having a radius of 76.00 feet and a chord which bears South 10 degrees 59 minutes 44 seconds West a distance of 32.12 feet to a point; thence South 01 degree 12 minutes 18 seconds East a distance of 93.84 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 12.47 feet to a point; thence North 01 degree 12 minutes 18 seconds West a distance of 12.00 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 47.88 feet to a point; thence along a curve to the right an arc distance of 23.58 feet, said arc having a radius of 15.00 feet and a chord which bears North 46 degrees 12 minutes 18 seconds West a distance of 21.21 feet to a point; thence North 01 degree 12 minutes 18 seconds West a distance of 180.75 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 24.00 feet to the POINT OF BEGINNING.

Said Parcel containing 0.450 acres of land.

ALSO LESS AND EXCEPT:

Parcel 17

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 143 of the 15<sup>th</sup> District of DeKalb County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Glynn Drive (60' R/W) and the southerly right-of-way line of Eastland Road (60' R/W); thence in a westerly direction, along the southerly right-of-way line of Eastland Road a distance of 336.40 feet to a 3/4" iron bar found; thence South 43 degrees 54 minutes 58 seconds West a distance of 469.67 feet to the POINT OF BEGINNING; thence North 01 degree 12 minutes 16 seconds West a distance of 8.00 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 14.50 feet to a point; thence along a curve to the right an arc distance of 7.85 feet, said arc having a radius of 5.00 feet and a chord which bears North 46 degrees 12 minutes 16 seconds West a distance of 7.07 feet to a point; thence North 01 degree 12 minutes 16 seconds West a distance of 51.30 feet to a point; thence along a curve to the right an arc distance of 23.56 feet, said arc having a radius of 15.00 feet and a chord which bears North 43 degrees 47 minutes 44 seconds East a distance of 21.21 feet to a point; thence North 88 degrees 47 minutes 44 seconds East a distance of 147.19 feet to a point; thence North 01 degree 12 minutes 16 seconds West a distance of 12.00 feet to a point; thence North 88 degrees 47 minutes 44 seconds East a distance of 12.47 feet to a point; thence South 01 degree 12 minutes 16 seconds East a distance of 78.30 feet to a point; thence along a curve to the right an arc distance of 7.85 feet, said arc having a radius of 5.00 feet and a chord which bears South 43 degrees 47 minutes 44 seconds West a distance of 7.07 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 14.50 feet to a point; thence South 01 degree 12 minutes 16 seconds East a distance of 8.00 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 135.67 feet to the POINT OF BEGINNING.

Said Parcel containing 0.304 acres of land.

ALSO LESS AND EXCEPT:

Parcel 25

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 143 & 144 of the 16<sup>th</sup> District of DeKalb County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Glynn Drive (60' R/W) and the southerly right-of-way line of Eastland Road (60' R/W); thence in a westerly direction, along the southerly right-of-way line of Eastland Road a distance of 388.40 feet to a 3/4" iron bar found; thence South 89 degrees 07 minutes 21 seconds West a distance of 344.15 feet to the POINT OF BEGINNING; thence South 01 degree 12 minutes 18 seconds East a distance of 86.11 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 25.00 feet to a point; thence South 01 degree 12 minutes 18 seconds East a distance of 15.00 feet to a point; thence along a curve to the right an arc distance of 23.58 feet, said arc having a radius of 15.00 feet and a chord which bears South 43 degrees 47 minutes 44 seconds West a distance of 21.21 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 126.41 feet to a point; thence South 01 degree 12 minutes 18 seconds East a distance of 20.00 feet to a point; thence South 89 degrees 01 minutes 44 seconds West a distance of 11.93 feet to a point; thence North 00 degrees 58 minutes 18 seconds West a distance of 129.67 feet to a point; thence along a curve to the right an arc distance of 162.94 feet, said arc having a radius of 918.73 feet and a chord which bears North 88 degrees 19 minutes 36 seconds East a distance of 162.73 feet to a point; thence along a curve to the right an arc distance of 14.25 feet, said arc having a radius of 1,139.53 feet and a chord which bears South 88 degrees 40 minutes 37 seconds East a distance of 14.25 feet to the POINT OF BEGINNING.

Said Parcel containing 0.457 acres of land.

ALSO LESS AND EXCEPT:

Parcel 26

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 143 of the 18<sup>th</sup> District of DeKalb County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Flynn Drive (50' R/W) and the southerly right-of-way line of Eastland Road (60' R/W); thence in a westerly direction, along the southerly right-of-way line of Eastland Road a distance of 368.40 feet to a 3/4" iron bar found; thence South 01 degree 12 minutes 18 seconds East a distance of 10.50 feet to the POINT OF BEGINNING; thence South 01 degree 12 minutes 18 seconds East a distance of 85.59 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 111.49 feet to a point; thence along a curve to the left an arc distance of 34.67 feet, said arc having a radius of 50.00 feet and a chord which bears North 38 degrees 41 minutes 28 seconds East a distance of 33.98 feet to a point; thence along a curve to the left an arc distance of 33.72 feet, said arc having a radius of 115.00 feet and a chord which bears North 08 degrees 28 minutes 28 seconds East a distance of 33.89 feet to a point; thence North 00 degrees 01 minute 32 seconds East a distance of 12.93 feet to a point; thence along a curve to the right an arc distance of 9.16 feet, said arc having a radius of 35.00 feet and a chord which bears North 07 degrees 31 minutes 30 seconds East a distance of 9.14 feet to a point; thence along a curve to the left an arc distance of 83.43 feet, said arc having a radius of 1,040.93 feet and a chord which bears North 86 degrees 17 minutes 15 seconds East a distance of 83.41 feet to the POINT OF BEGINNING.

Said Parcel containing 0.172 acres of land.



ALSO LESS AND EXCEPT:

Parcel 27

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 143 & 144 of the 16<sup>th</sup> District of DeKalb County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Glynn Drive (60' RW) and the southerly right-of-way line of Eastland Road (60' RW); thence in a westerly direction, along the southerly right-of-way line of Eastland Road a distance of 280.40 feet to a 3/4" iron bar found, said point being the **POINT OF BEGINNING**; thence South 01 degree 12 minutes 18 seconds East a distance of 10.50 feet to a point; thence along a curve to the right an arc distance of 83.43 feet, said arc having a radius of 1,040.93 feet and a chord which bears South 86 degrees 17 minutes 16 seconds West a distance of 83.41 feet to a point; thence along a curve to the right an arc distance of 52.28 feet, said arc having a radius of 1,040.93 feet and a chord which bears North 89 degrees 58 minutes 38 seconds West a distance of 52.28 feet to a point; thence along a curve to the right an arc distance of 21.53 feet, said arc having a radius of 1,040.93 feet and a chord which bears North 87 degrees 56 minutes 44 seconds West a distance of 21.53 feet to a point; thence North 86 degrees 59 minutes 48 seconds West a distance of 135.57 feet to a point; thence along a curve to the left an arc distance of 51.89 feet, said arc having a radius of 1,139.53 feet and a chord which bears North 87 degrees 00 minutes 42 seconds West a distance of 51.89 feet to a point; thence along a curve to the left an arc distance of 14.25 feet, said arc having a radius of 1,139.53 feet and a chord which bears North 88 degrees 40 minutes 37 seconds West a distance of 14.25 feet to a point; thence along a curve to the left an arc distance of 182.94 feet, said arc having a radius of 915.75 feet and a chord which bears South 86 degrees 19 minutes 30 seconds West a distance of 182.73 feet to a point; thence North 00 degrees 58 minutes 18 seconds West a distance of 6.08 feet to a point on the southerly right-of-way line of Custer Avenue (70' RW); thence following said right-of-way line along a curve to the right an arc distance of 198.32 feet, said arc having a radius of 985.00 feet and a chord which bears North 87 degrees 40 minutes 30 seconds East a distance of 195.97 feet to a point; thence continuing along said right-of-way line North 01 degree 12 minutes 18 seconds West a distance of 8.14 feet to a point on the southerly right-of-way line of Eastland Road; thence following said right-of-way line South 86 degrees 58 minutes 22 seconds East a distance of 160.51 feet to a point; thence continuing along said right-of-way line along a curve to the left an arc distance of 186.11 feet, said arc having a radius of 1,030.00 feet and a chord which bears North 88 degrees 23 minutes 30 seconds East a distance of 186.03 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.100 acres of land.

**ALSO LESS AND EXCEPT:**

**Parcel 13**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 143 & 144 of the 15<sup>th</sup> District of DeKalb County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Olyrin Drive (50' R/W) and the southerly right-of-way line of Eastland Road (80' R/W); thence in a westerly direction, along the southerly right-of-way line of Eastland Road a distance of 368.40 feet to a 3/4" iron bar found; thence South 85 degrees 28 minutes 27 seconds West a distance of 688.29 feet to the **POINT OF BEGINNING**; thence North 88 degrees 47 minutes 44 seconds East a distance of 133.21 feet to a point; thence South 01 degree 12 minutes 16 seconds East a distance of 16.00 feet to a point; thence North 88 degrees 47 minutes 44 seconds East a distance of 14.60 feet to a point; thence along a curve to the right an arc distance of 7.85 feet, said arc having a radius of 6.00 feet and a chord which bears South 46 degrees 12 minutes 16 seconds East a distance of 7.07 feet to a point; thence South 01 degree 12 minutes 16 seconds East a distance of 66.83 feet to a point; thence along a curve to the right an arc distance of 23.66 feet, said arc having a radius of 15.00 feet and a chord which bears South 43 degrees 47 minutes 44 seconds West a distance of 21.21 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 125.41 feet to a point; thence South 01 degree 12 minutes 16 seconds East a distance of 20.00 feet to a point; thence South 89 degrees 01 minute 44 seconds West a distance of 12.76 feet to a point; thence North 00 degrees 58 minutes 10 seconds West a distance of 112.78 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.323 acres of land.

**ALSO LESS AND EXCEPT:**

**Parcel 14**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 143 & 144 of the 15<sup>th</sup> District of DeKalb County, Georgia and being more particularly described as follows:

Commencing at a point formed by the intersection of the westerly right-of-way line of Glynn Drive (150' RW) and the southerly right-of-way line of Eastland Road (60' RW); thence in a westerly direction, along the southerly right-of-way line of Eastland Road a distance of 388.40 feet to a 3/4" iron bar found; thence South 85 degrees 28 minutes 27 seconds West a distance of 588.29 feet to the **POINT OF BEGINNING**; thence North 00 degrees 58 minutes 16 seconds West a distance of 90.88 feet to a point; thence North 89 degrees 01 minute 44 seconds East a distance of 11.93 feet to a point; thence North 88 degrees 47 minutes 44 seconds East a distance of 125.41 feet to a point; thence along a curve to the right an arc distance of 23.56 feet, said arc having a radius of 15.00 feet and a chord which bears South 48 degrees 12 minutes 16 seconds East a distance of 21.21 feet to a point; thence South 01 degree 12 minutes 16 seconds East a distance of 67.83 feet to a point; thence along a curve to the right an arc distance of 7.85 feet, said arc having a radius of 5.00 feet and a chord which bears South 43 degrees 47 minutes 44 seconds West a distance of 7.07 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 14.80 feet to a point; thence South 01 degree 12 minutes 16 seconds East a distance of 13.00 feet to a point; thence South 88 degrees 47 minutes 44 seconds West a distance of 133.21 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.311 acres of land.

**ALSO LESS AND EXCEPT:**

All property that has been submitted to the Declaration of Condominium for Eastland Gates Condominium recorded on August 2, 2006 in Deed Book 18993, Page 704, *et seq.*, DeKalb County, Georgia records, as the same has been modified and amended from time to time.

AND

TOGETHER WITH easements benefiting the Property as contained in Reciprocal Easement Agreement between Providence Group at Eastland, L.L.C. and East Atlanta Ventures, L.L.C. dated September 1, 2005, recorded in Deed Book 17888, page 188, of the records of the Clerk of Superior Court of DeKalb County, Georgia. NOTE: There is a Consent and Joinder by Integrity Bank included in said instrument

