

STATE OF GEORGIA
COUNTY OF DEKALB

ZONING CONDITIONS AGREEMENT

This Zoning Conditions Agreement (the "Agreement") is entered into this day ____ of January, 2016, by and between DUNWOODY HOMEOWNER'S ASSOCIATION, INC., a Georgia corporation ("DHA") and LYNWOOD DEVELOPMENT GROUP ("Developer").

WITNESSETH

WHEREAS, Developer has a contract to purchase approximately 8.38 acres of land located at 1530, 1532, 1534 and 1536 Dunwoody Village Parkway in DeKalb County, Georgia, (the "Property"), as more fully shown on the site plan attached hereto as Exhibit "A"; and

WHEREAS, Developer filed a rezoning request seeking to change the zoning of the Property from 0-I to RM-100 conditional, and land use to "for-sale residential", as reflected in Zoning Applications No. RZ 16-021, SLUP 16-021, and CP 16-021 (hereinafter collectively referred to as the "Zoning Application"); and

WHEREAS, DHA is the duly incorporated association representing its membership and various homeowners in the area immediately around the Property; and

WHEREAS, Developer and DHA wish to enter into this Agreement to govern the development of the Property.

NOW, THEREFORE, for and in consideration of the agreement of Developer to amend its Zoning Application as hereinafter provided and the promise of DHA to support the approval of the Zoning Application as conditioned and in consideration of the mutual benefits flowing between the parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of said parties, Developer and DHA hereby agree as follows:

1. Developer shall amend its Zoning Application to incorporate the Conditions of Zoning attached hereto as Exhibit "1" and shall take all reasonable measures to ensure that the Zoning Application is granted as requested and amended by the Developer.
2. Developer shall develop the Property in general accordance with the Site Plan dated January 11, 2016, attached hereto as Exhibit "A", (hereinafter the "Site Plan"), and Exhibit "B" ("Landscape Exhibit"). It is understood that minor changes to the Site Plan may be necessary in order to address site conditionally or requirements of the City of Dunwoody, however, Developer agrees to seek DHA's input on any changes to the Site Plan which are not minor in nature (i.e. density or home size).
3. During construction, portions of the Property that are not being developed or used for staging areas will be maintained in an aesthetically pleasing manner.

4. DHA shall execute a letter of support for the Zoning Application and shall send at least one (1) representative to all public hearings before boards, commissions or councils of the City of Dunwoody to speak in support of the Zoning Application. The DHA shall be present for additional community meetings or meetings with representatives and community members, through the approval process.
5. Developer and DHA agree that this Agreement shall be void if: (A) DHA fails to satisfy the requirements of Paragraph 4 above; (B) the Zoning Application is denied by the City of Dunwoody; (C) any Board member of DHA speaks in opposition to the Zoning Application or a subsequent variance application required to implement the development contemplated by this Agreement; (D) DHA or any authorized officer or Board Member thereof commences a suit seeking to void or overturn the rezoning or modification of the Property or intervenes in a suit commenced by a third party seeking to void or overturn the rezoning or modification of zoning of the Property; (E) a lawsuit is initiated by a third party which results in the voiding or overturning of the Zoning Application; or (F) if the Developer is no longer the Developer of the Property.
6. This Agreement is binding on the successors, successors-in-title, legal representatives and assigns of Developer and DHA. Time is of the essence. This Agreement shall survive the sale of all or a portion of the Property.
7. Any notice or communication permitted or required by this Agreement shall be made in writing and shall be delivered by Federal Express, Hand Delivery or by Certified Mail, Return Receipt Requested. Any such notice shall be effective and deemed received on the day of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed receipt of the notice or communication sent. Any party may change its address in the manner provided for herein by giving notice, with such change to become effective ten (10) days after notice of the change of address is given.

To Developer:

Marian C. Adeimy, Esq.
Andersen, Tate & Carr, PC
One Sugarloaf Centre
1960 Satellite Blvd., Suite 4000
Duluth, GA 30097

If to DHA:

Robert Wittenstein, President
Dunwoody Homeowners Association, Inc.
P.O. Box 88515
Dunwoody, GA 30356-8518

10. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.
11. No representations that are not contained herein shall be binding upon the parties. Each signatory hereto is authorized to execute this Agreement.

12. The introductory information contained in this Agreement is incorporated herein by this reference.
13. This Agreement represents the entire agreement between the parties hereto pertaining to the subject matter hereof and shall be controlled in all respects by the laws of the State of Georgia. No modification of this Agreement, including any Exhibit thereto, shall have any force or effect except where agreed to in writing, signed by all parties hereto.
14. Should any part of this Agreement be declared invalid or void by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion or portions hereof, and such remaining portion or portions shall be deemed to be in full force and effect.
15. The preambles of this Agreement are incorporated into this Agreement and made a part hereof as are fully restated herein in their entirety. All exhibits attached hereto are incorporated herein by this reference. A waiver by any of the parties hereto of any breach hereof shall not operate or be construed as a waiver of any subsequent breach by any party.
16. Subject to the provisions of Paragraph 11, this Agreement shall become effective on the date of execution hereof and shall remain in force and effect until January 11, 2018.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

"DHA"

DUNWOODY HOMEOWNERS
ASSOCIATION, INC.

By: _____ [SEAL]
Name: Robert Wittenstein
As: President

Witness

Date

"DEVELOPER"

LYNWOOD DEVELOPMENT GROUP

By: _____ [SEAL]
Name: Marian C. Adeimy
As: Attorney for Developer

Witness

Date

DUNWOODY HOMEOWNERS ASSOCIATION AND NEIGHBORHOOD

CONDITIONS OF ZONING

In support of pending Land Use Amendment and related Rezoning Amendment RZ 16-021, SLUP 16-021, CP-16-021, and waiver of time for the consideration of those requests as needed, and in support of all related Variances, ZBA 16-014, for the subject property located at **1530, 1532, 1534 and 1536 Dunwoody Village Parkway** (the “Property”), the DHA and neighboring property owners support the rezoning of the Property to RM-100, and the land use amendment from “small-scale office” to “for-sale residential”, subject to the following conditions as conditions of approval for the Dunwoody Village townhomes. The conditions of zoning will allow for a quality, senior-targeted, 79-unit townhome community, as agreed to by the DHA, neighbors, developer, Property owner and Applicant, and as further conditioned below: _____

DHA Conditions:

1. The property will be rezoned to the residential and RM-100 classification, with a land use amendment to for-sale residential, in general accordance with the site plan dated January 11, 2016 and attached hereto as Exhibit “A”, subject to minor changes and revisions, except as to density and driveway length, and subject to administrative approval by the Planning Director for the City of Dunwoody.
2. Elevations will be similar to those attached and the same façade design will not be repeated more frequently than every fourth attached unit.
3. No more than two adjacent units will share the same façade plane; others will have a minimum two foot offset at the front and back of the units.
4. All end units will have an appearance similar to that shown on the elevation attached hereto.
5. Units will comply with the Dunwoody Village Master Plan and related documents with regard to design, materials and color. The developer will comply with the recommendations of the City’s Design Review and Advisory Committee with respect to aesthetic issues, such as colors for brick and shingles.
6. All units will be designed so that, if requested, they could accommodate elevators.

7. Exterior lighting will be designed to control any off-site illumination to the single-family residential area to the east.
8. Landscape material of the type depicted on the attached site plan will be installed in two to three staggered rows (located to allow optimum health for the plants) on the property parallel to the entire line dividing the property from the single – family area to the east to provide screening as indicated on the landscape and site plans attached hereto.
9. A limitation of the number of rental units in the development at any one time to eight units will be incorporated into the Homeowners' Association documents and provided to the City of Dunwoody Community Development Department prior to issuance of a certificate of occupancy for the development.
10. Construction within the development will comply with the hour and date limitations of applicable Dunwoody ordinances.
11. No certificate of occupancy will be issued for an individual building until the building is complete and landscaping associated with such building is installed. For the purpose of this condition, "landscaping" will mean that between any such building and the single-family area to the east, and consideration will be given for the appropriate season for installation.
12. Provide a landscape buffer along the eastern portion of the site adjacent to Mount Vernon North subdivision. The buffer shall be located immediately adjacent to the existing retaining wall and consist of at least two staggered rows of evergreens, including but not limited to Cryptomeria, Ponderosa, Hollies, Thuga Green, Southern Magnolia or similar evergreen material to be planted at a minimum of 6-8 ft., subject to arborist recommendation. Three staggered rows shall be placed behind units 62-66, and developer shall comply with the landscaping requirements shown on the site plan, with the landscaping and plantings on the adjacent tracts, 1314 and 1322 Vernon North Drive, attached hereto as Exhibit "B".
13. For units 30-66, the buffer shall be completed along the rear property line before those units can be occupied.

And with Planning Staff-Recommended Conditions 1-11, revised as follows:

1. Development shall be in general accordance with Exhibit “A”. The sidewalk shall accommodate a minimum 8 ft. sidewalk width.
2. An easement for pedestrian passage through the development from the cul-de-sac on Vernon North Drive to Mt. Vernon Pkwy., shall be provided connecting the adjacent Mt. Vernon North subdivision.
3. Identical elevations shall be separated by a minimum of three other units.
4. All sidewalks shall be spaced at least 3 feet from the any building.
5. All interior sidewalks shall be a minimum of five feet in width.
6. Covenants shall restrict rentals to a maximum of 10% of the number of units in this development.
7. Master-on-main and/or elevator option shall be offered for each unit.
8. An elevator will be installed in a model unit.
9. Asphalt shingle roofing shall be a minimum three-dimensional Architectural type.
10. The site shall not have a fence around it restricting pedestrian access in and around the site.
11. Uses are restricted to townhomes as shown on the approved Exhibits.

Attached:

Exhibit “A” (Site Plan, dated January 11, 2016)
 Exhibit “B” (Landscape exhibit for adjacent lots)
 Exhibit “C” (Typical Dunwoody Village Frontage)

EXHIBIT "B"

Offsite Landscape Planting for RZ 16-021, Dunwoody Village
1314 Vernon North Drive (Wynn) and 1322 Vernon North Drive (Targovnik)

Dunwoody, Georgia

January 11, 2016

Subject to final authorization by the private property owners at 1314 Vernon North Drive and 1322 Vernon North Drive (the "Lots") and along the rear property line of those Lots, the developer agrees to install ten (10) evergreen hollies and/or trees and plantings on lot 1314 Vernon North Drive, consistent with the landscaped buffer on the subject townhome site, and six (6) evergreen hollies and/or trees and plantings on lot 1322 Vernon North Drive, at the rear and along the side yard, consistent with the landscaped buffer on the subject townhome site and before the start of house construction. All landscaping and planting on those private Lots shall be maintained by the owners of the Lots and their successors-in-interest.

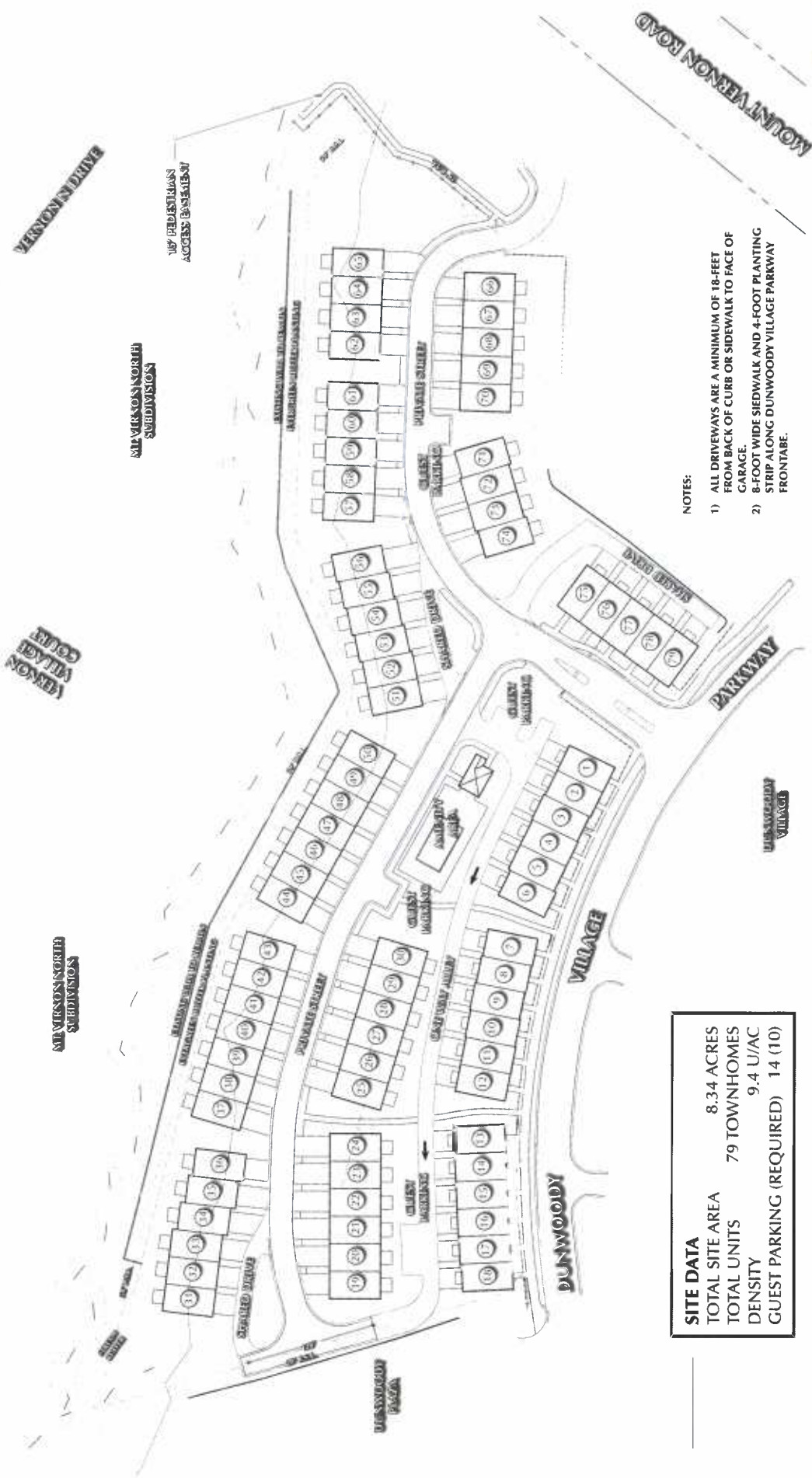


DUNWOODY VILLAGE TOWNHOMES



SITE PLAN

DUNWOODY VILLAGE TOWNHOMES



SITE DATA	
TOTAL SITE AREA	8.34 ACRES
TOTAL UNITS	79 TOWNHOMES
DENSITY	9.4 U/AC
GUEST PARKING (REQUIRED)	14 (10)

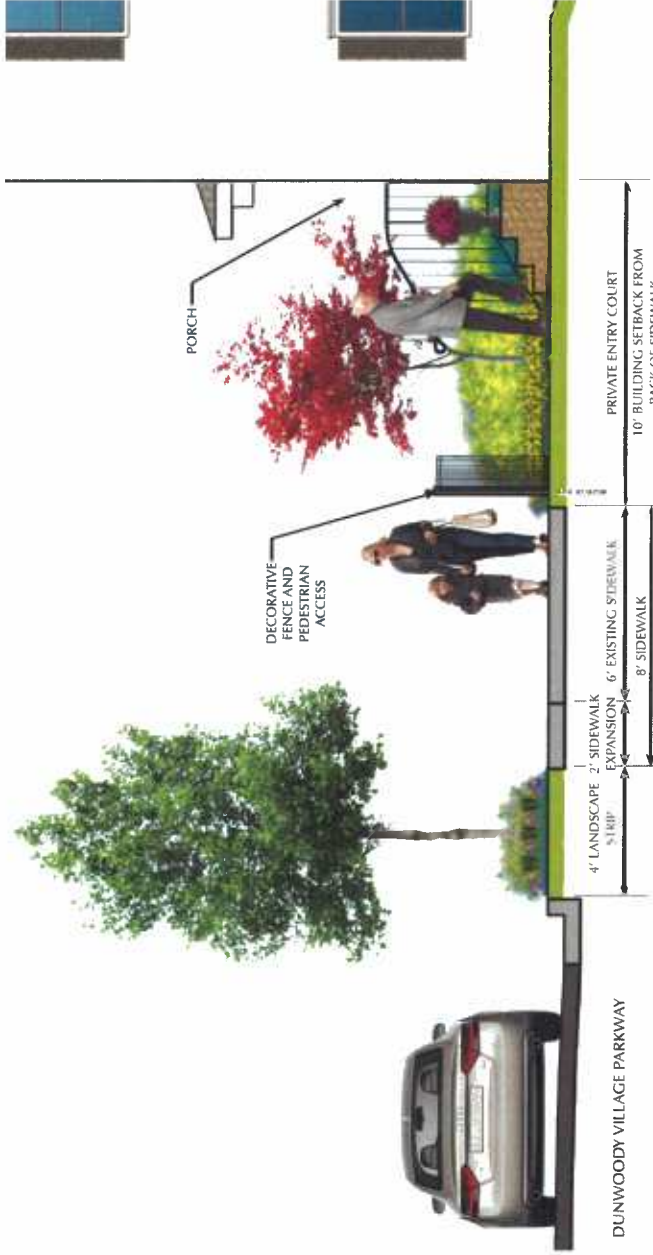
- NOTES:
- 1) ALL DRIVEWAYS ARE A MINIMUM OF 18-FOET FROM BACK OF CURB OR SIDEWALK TO FACE OF GARAGE.
 - 2) 8-FOOT WIDE SIDEWALK AND 4-FOOT PLANTING STRIP ALONG DUNWOODY VILLAGE PARKWAY FRONTAGE.

SITE PLAN





DUNWOODY VILLAGE TOWNHOMES



TYPICAL DUNWOODY VILLAGE FRONTAGE

COMMUNITY VISION

Senior Targeted

Dunwoody Village Townhomes

a Master Planned Residential Community



DUNWOODY
HOMEOWNERS ASSOCIATION, INC.
serving Dunwoody Since 1970



Dunwoody Village Townhomes

a Master Planned Residential Community

INTERIOR DESIGN FEATURES

- Master-on-Main and/or Elevator options
- Hardwood flooring throughout main level
- Ceramic tile in all bathrooms and Laundry
- Decorative cabinets throughout Kitchen, baths and Laundry with cushion-closed drawers and stylish flat panel doors; owner selected finishes by room, including cabinet hardware
- High speed wiring network – CAT 5 data lines/connectors in Family Room and all bedrooms; cable television pre-wired in Family Room and all bedrooms
- Ceiling fan and light kit in all bedrooms
- Direct vent gas fireplace with logs, brick or stone surround
- Decorative crown molding throughout common and private living areas.
- 10' main floor ceiling height; 9' all other floors
- Two-panel, solid core doors throughout
- Stained oak newel handrail with decorative metal balusters and natural oak stair tread



Dunwoody Village Townhomes

a Master Planned Residential Community

INTERIOR DESIGN FEATURES (Continued)

- Designer baseboards and decorative door and window casings
- Spacious closets with shelving; wood ventilated shelving in Owner's Closet
- Brushed nickel interior door hardware
- Granite countertop, decorative ceramic tile backsplash and xenon under cabinet accent lighting
- Designer stacked wall cabinets to ceiling with decorative crown molding and light rail
- Oversized kitchen island
- Recessed can lighting with decorative pendants at island
- Stainless steel undermount double bowl sink with polished chrome faucet
- Stainless steel, Architect-series appliances including gas cooktop with exterior ventilation, oven/microwave, dishwasher, ½ hp garbage disposal







Dunwoody Village Townhomes

a Master Planned Residential Community

ECO-SENSITIVITY AND ENERGY-EFFICIENCY

- Insulated sealed-duct air conditioning system for improved indoor air quality
- High efficiency air conditioning and gas furnace with programmable thermostats
- Energy-efficient wall insulation
- High-efficiency electric, energy-saving water heater
- Water-saving plumbing fixtures
- Recessed lighting with energy-saving light bulbs (per plan)
- Ceiling fans
- Radiant barrier roof sheathing to lower heating/air-conditioning costs
- Weather and wind resistant house wrap

INCREASED SAFETY AND SECURITY

- Pre-wired security system with 2 keypads (Garage and Owner's Suite), motion sensor and contact on accessible doors and windows (excluding overhead garage doors)
- Private 2-car garage with carriage style garage doors and garage door opener per bay
- Integrated home automation system
- Decorative exterior door hardware with dead bolt lock



Dunwoody Village Townhomes

a Master Planned Residential Community

SIGNIFICANT CHANGES FROM PREVIOUS PROPOSAL

Townhome Width

Current: 24' to 32' wide

Previous: 20' wide

20%-60% Increase in Townhome Width

Row Size

Current: 5 & 6 units (DVP), Largest Row 8 units

Previous: 4 & 9 units (DVP), Largest Row 11 units

27% Decrease in Largest Building Size

Grading

Current: Terrace, consistent with existing office footprint

Previous: Steeply sloped from west to east

Grading designed to work with existing topo

Amenity

Current: Cabana, Pool and Community gathering space

Previous: Gazebo

Centrally located Amenity Area

