

PLANNING AND ZONING DEPARTMENT  
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504  
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503  
t: 770-531-6809 | f: 770-531-3902



### SPECIAL / CONDITIONAL USE APPLICATION

**Applicant (Name & Mailing Address)**

William Henry Slack, IV  
2639 Hidden Falls Drive  
Buford, GA 30519

Phone [REDACTED]  
Email Address [REDACTED]

**Property Owner (Name & Mailing Address)**

Tennent Lee Slack  
2639 Hidden Falls Drive  
Buford, GA 30519

Phone [REDACTED]  
Email Address [REDACTED]

Proposed Use Amend zoning conditions to allow for a single-family detached dwelling unit.

**Contact Person (Name & Mailing Address)**

Patrick W. Shuler; Stewart, Melvin & Frost, LLP  
200 Main Street, Suite 600  
Gainesville, GA 30503

Phone [REDACTED]  
Email Address [REDACTED]  
Tax Parcel Number 10113 000049  
Location Address 3180 Haynes Drive, Gainesville, GA 30506

**Status of Applicant**

- ☒ Owner  
☐ Option to Purchase  
☐ Area Resident  
☐ Other

Zoning: R-MF  
Acreage 0.57

**Requested Action**

Type of Request:

☒ SU ☐ CUP

Fee: \$

Receipt #:

Check #:

I hereby certify that the above information and all attached information are true and correct.

Print William H. Slack IV Date: 9-26-25  
Sign William Henry Slack IV Date: 9-26-25

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

**Application Withdrawal:** I hereby withdraw the application.

Sign \_\_\_\_\_ Date: \_\_\_\_\_

**Staff Use Only**

Application Date: \_\_\_\_\_ Taken by: \_\_\_\_\_

Tentative Planning Commission Date: \_\_\_\_\_ Tentative County Commission Date: \_\_\_\_\_

County Commission District: \_\_\_\_\_

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### AUTHORIZATION OF PROPERTY OWNERS

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Tennent Lee Slack

Address 2639 Hidden Falls Drive

Buford, GA 30519

Phone Number [REDACTED]

Name of applicant(s) William Henry Slack, IV

Address 2639 Hidden Falls Drive

Buford, GA 30519

Phone Number [REDACTED]

**I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.**

**I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.**

Signature of Owner(s)

William Henry Slack IV - POA for Tennent Lee Slack

Personally appeared before me

Taylor Hoover

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Taylor Hoover  
Notary Public

9/26/25  
Date



# Power of Attorney

This document grants power of attorney to W. Henry Slack, IV on behalf of his mother, Tennent Lee Slack. With this POA, he can file the Special Use Application in her name and sign real estate documents on her behalf.

STATE OF GEORGIA  
COUNTY OF HALL

*signed 2/7/17  
C. GRANT*

## **STATUTORY FORM POWER OF ATTORNEY OF TENNENT LEE GRIFFIN SLACK**

### **IMPORTANT INFORMATION**

This Power of Attorney authorizes another person (your agent) to make decisions concerning your property for you (the principal). Your agent will be able to make decisions and act with respect to your property (including but not limited to your money) whether or not you are able to act for yourself. The meaning of authority over subjects listed in this document are explained in Chapter 6B of Title 10 of the Official Code of Georgia Annotated (O.C.G.A. § 10-6B-1 *et seq.*).

This Power of Attorney does not authorize the agent to make health care decisions for you. You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until you die or revoke the Power of Attorney or until the agent resigns or is unable to act for you. If you revoke the Power of Attorney, you must communicate your revocation by notice to the agent in writing by certified mail and file such notice with the clerk of superior court in your county of domicile.

Your agent is not entitled to any compensation unless you state otherwise in the Special Instructions. Your agent shall be entitled to reimbursement of reasonable expenses incurred in performing the acts required by you in your Power of Attorney. This form provides for designation of one agent. If you wish to name more than one agent, you may name a successor agent or name a co-agent in the Special Instructions. Co-agents will not be required to act together unless you include that requirement in the Special Instructions.

If your agent is unable or unwilling to act for you, your Power of Attorney will end unless you have named a successor agent. You may also name a second successor agent. This Power of Attorney shall be durable unless you state otherwise in the Special Instructions.

This Power of Attorney becomes effective immediately unless you state otherwise in the Special Instructions. If you have questions about the Power of Attorney or the authority you are granting to your agent, you should seek legal advice before signing this form.

This Power of Attorney is intended to substantially reflect the language in the statutory form set forth at O.C.G.A. § 10-6B-70 and to have the meaning and effect prescribed by Chapter 6B of Title 10 of the Official Code of Georgia Annotated (O.C.G.A. § 10-6B-1 *et seq.*).

## **DESIGNATION OF AGENT**

I, **TENNENT LEE GRIFFIN SLACK**, Principal, name the following person as my agent:

**William H. Slack, III**

Name of agent

P.O. Box 95

Gainesville, Georgia 30503

Agent's address

\_\_\_\_\_  
Agent's e-mail address

\_\_\_\_\_  
Agent's telephone number

## **DESIGNATION OF SUCCESSOR CO-AGENTS**

If my agent named above is unable or unwilling to act for me, I name as my successor co-agents, acting jointly, or the survivor or remainder of them:

**William Henry Slack, IV**

Name of co-agent

\_\_\_\_\_  
Co-agent's address

\_\_\_\_\_  
Co-agent's e-mail

\_\_\_\_\_  
Co-agent's telephone number

**Phillip Tennent Slack**

Name of co-agent

\_\_\_\_\_  
Co-agent's address

\_\_\_\_\_  
Co-agent's e-mail

\_\_\_\_\_  
Co-agent's telephone number

### **GRANT OF GENERAL AUTHORITY**

I grant my agent and any successor agent general authority to act for me with respect to the following subjects as defined in Chapter 6B of Title 10 of the Official Code of Georgia Annotated (O.C.G.A. § 10-6B-1 *et seq.*):

(INITIAL each subject you want to include in the agent's general authority. If you wish to grant general authority over all of the subjects you may initial "all preceding subjects" instead of initialing each subject.)

- ☐ Real property
- ☐ Tangible personal property
- ☐ Stocks and bonds
- ☐ Commodities and options
- ☐ Banks and other financial institutions
- ☐ Operation of entity or business
- ☐ Insurance and annuities
- ☐ Estates, trusts, and other beneficial interests
- ☐ Claims and litigation
- ☐ Personal and family maintenance
- ☐ Benefits from governmental programs or civil or military service
- ☐ Retirement plans
- ☐ Taxes
- ☒ All preceding subjects (O.C.G.A. § 10-6B-40(c))

### **GRANT OF SPECIFIC AUTHORITY (OPTIONAL)**

My agent SHALL NOT do any of the following specific acts for me UNLESS I have INITIALED the specific authority listed below:

(CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. INITIAL ONLY the specific authority you WANT to give your



agent. You should give your agent specific instructions in the Special Instructions when you authorize your agent to make gifts.)

- ( AGS ) Create, amend, revoke, or terminate an inter vivos trust, subject to any Special Instructions in this Power of Attorney
- ( AGS ) Make a gift, subject to any Special Instructions in this Power of Attorney
- ( AGS ) Create or change rights of survivorship, subject to any Special Instructions in this Power of Attorney
- ( AGS ) Create or change a beneficiary designation, subject to any Special Instructions in this Power of Attorney
- (        ) Authorize another person to exercise the authority granted under this Power of Attorney
- ( AGS ) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan, subject to any Special Instructions in this Power of Attorney
- ( AGS ) Access the content of electronic communications
- (        ) Exercise fiduciary powers that the principal has authority to delegate
- ( AGS ) Disclaim or refuse an interest in property, including a power of appointment, subject to any Special Instructions in this Power of Attorney

#### **LIMITATION ON AGENT'S AUTHORITY**

An agent that is not my ancestor, spouse, or descendant SHALL NOT use my property to benefit the agent or a person to whom the agent owes an obligation of support unless I have included that authority in the Special Instructions.

#### **SPECIAL INSTRUCTIONS (OPTIONAL)**

You may give special instructions on the following lines (you may add lines or place your special instructions in a separate document and attach it to the Power of Attorney):

Notwithstanding anything to the contrary in Chapter 6B of Title 10 of the Official Code of Georgia Annotated (O.C.G.A. § 10-6B-1 *et seq.*) and any other applicable law:

- (1) Any coagents named herein shall act jointly and with unanimity, and if one or more coagent(s) is (are) unable or unwilling to act for me the remaining or surviving coagent(s) shall continue to act hereunder; a successor agent (or second successor agent, as the case may be) shall not act hereunder until all such coagents are unable or unwilling to act for me.

(2) As and to the extent, if any, permitted by O.C.G.A. § 10-6B-56(c) but not subject to the limitations set forth in O.C.G.A. § 10-6B-56(b), and without regard to whether or not the agent is my ancestor, spouse, or descendant, the agent may make gifts of my assets; may disclaim or renounce assets to which I may otherwise be entitled; may create or change a beneficiary designation; may create or change rights of survivorship; may waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan; may create, fund, amend, revoke or terminate any inter vivos trust; may fund, amend, revoke or terminate any trust created by any other person to the extent, if any, I would otherwise be authorized to fund, amend, revoke or terminate such trust; and may exercise powers of appointment granted to me; *and I specifically authorize my agent to make, take or exercise any such gift, disclaimer, or other action in such a manner as to constitute a transfer to or for the benefit of any person or entity (including my agent and persons to whom my agent owes a legal obligation of support, maintenance or education, so long as same is reasonably advisable or necessary for my agent's support, maintenance and education, or for the health, support, maintenance and education of a person to whom my agent owes a legal obligation of support, or for my own support, maintenance and education.)*

(3) The agent may access, take control of, exercise authority over the content of, conduct, continue, or terminate any of my electronic communications (as defined in 18 U.S.C. Section 2510(12) in effect on February 1, 2017), including without limitation any digital account, email account, software license, social network account, social media account, file sharing account, financial management account, domain registration account, domain name service account, web hosting account, tax preparation service account, online store, affiliate program, or other digital, electronic, or online account. I hereby specifically authorize third party service providers to comply with any requests and directions given to them by the agent. I hereby consent to all disclosures of information and content by third party service providers to the agent pursuant to any such requests or directions (including, without limitation, both a catalog of any electronic communications to and from me and the content of any electronic communications to and from me). I hereby specifically authorize the agent to take any or all of the actions described in this paragraph. I hereby specifically consent, in advance and without limitation, to any and all such actions taken the agent. The agent may take any or all such actions notwithstanding any terms of service agreements with third party service providers providing otherwise. My intent in this paragraph is for the agent to "step into my shoes" with respect to my digital assets, digital accounts and similar matters and to have the same rights with respect thereto as I have. I hereby expressly "opt out" of all provisions of said terms of service agreements which would otherwise prevent the agent from taking the actions described above in this paragraph.

(4) This Power of Attorney shall become effective only when and as described below and shall be effective until my death or until sooner revoked by me. Notwithstanding anything to the contrary herein, the Power of Attorney granted pursuant to this instrument shall become effective only upon the declaration in writing signed (under penalty of false swearing) by my personal physician (or if he/she is unavailable by such other physician who may then be personally attending me), clearly indicating that,



based upon the physician's personal knowledge and examination of me made no more than 15 days prior to the declaration, I am physically or mentally unable to manage my financial affairs. A statement in such a declaration that I lack sufficient capacity to make or communicate significant, responsible decisions concerning the management of my property shall, without limitation, be understood to be a statement that I am physically or mentally unable to manage my financial affairs. Upon the signing of such declaration and delivery of same to the agent, the agent shall be authorized to rely absolutely upon such declaration until a written declaration to the contrary is signed (under penalty of false swearing) by my personal physician (or if he/she is unavailable by such other physician who may then be personally attending me) and delivered to the agent. For purposes of this paragraph, I hereby (i) waive any physician-patient privilege pertaining to any such declaration, (ii) agree to indemnify and hold harmless the agent and any such physician for any claims or losses arising out of any such declaration or the agent's good faith reliance upon same (excluding any claims against a physician named on such a declaration arising from false swearing thereof), and (iii) authorize the payment from my assets of reasonable fees to any such physician for services pertaining to any such declaration. When in the process of determining my disability (or health), incapacity (or capacity) or inability (or ability) to manage my own affairs, all individually identifiable health information and medical records pertaining to me may be released to the person who is nominated or appointed herein as agent, including any written opinion relating to my disability (or health), incapacity (or capacity) or inability (or ability) to manage my own affairs, that the person so nominated or appointed herein may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320d and 45 CFR 160-164, and applies even if that person has not yet taken office or assumed the position of agent.

(5) In addition to any other method of proving that an agent is unable to serve, an agent appointed hereunder shall be deemed to be unable to serve as such if a physician signs a written declaration under penalty of false swearing that the physical or mental disability, from any cause, of said agent renders him or her either (i) unable to manage his or her own affairs or (ii) unable to fulfill the agent's duties under O.C.G.A. § 10-6B-14(a). Upon such declaration and delivery of same to the successor agent or second successor agent, the successor agent or second successor agent shall be authorized to rely absolutely upon such declaration until a written declaration to the contrary is signed under penalty of false swearing by a physician and delivered to the successor agent or the second successor agent.

(6) I relieve my agent from liability for any breach of duty to me or my successors in interest, provided that the breach of duty is not in bad faith, or with reckless indifference to the purposes of this instrument or with reckless indifference to my best interest. I have been advised, prior to signing this instrument, that this Special Instruction may allow my agent, in some circumstances, to act under a lesser standard than otherwise required by law, without liability to me or my successors in interest. No person named as agent hereunder has asked me to add this special instruction, and I do so willingly, without any compulsion to do so from any person.

(7) For avoidance of doubt, I hereby revoke any and all Powers of Attorney executed prior to July 1, 2017.

**EFFECTIVE DATE**

This Power of Attorney is effective immediately unless I have stated otherwise in the Special Instructions.

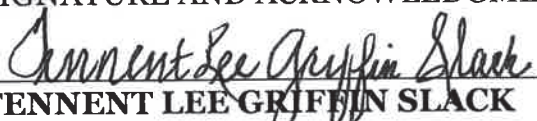
**NOMINATION OF CONSERVATOR**

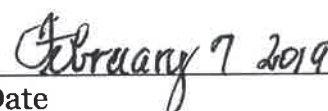
If it becomes necessary for a court to appoint a conservator of my estate, I nominate for such appointment the person designated in this document (and in the order of priority so designated) to serve as my conservator.

**RELIANCE ON THIS POWER OF ATTORNEY**

Any person, including my agent, may rely upon the validity of this Power of Attorney or a copy of it unless that person has actual knowledge it has terminated or is invalid.


**SIGNATURE AND ACKNOWLEDGMENT:**

  
**TENNENT LEE GRIFFIN SLACK**  
P.O. Box 95  
Gainesville, Georgia 30503

  
Date

This document was signed in my presence on the 7<sup>th</sup> day of Feb., 20 19 by **TENNENT LEE GRIFFIN SLACK** or by another individual in such Principal's presence at the Principal's express direction, and I am hereby attesting said signature in the presence of such Principal.


  
Witness's signature

  
Witness's name printed

P.O. Box 3280  
Gainesville, Georgia 30503  
770/536-0101

STATE OF GEORGIA  
COUNTY OF HALL

This document was sworn to and signed in my presence and in the presence of the witness named above on the 7<sup>th</sup> day of February, 2019 by **TENNENT LEE GRIFFIN SLACK** or by another individual in such Principal's presence and at the Principal's express direction, and said signature was attested by said witness in my presence and in the presence of such Principal on that same date, and I am hereby notarizing and attesting said signature in the presence of such Principal and in the presence of said witness on that same date.

  
Signature of notary

My commission expires: 5/29/19

(Notarial Seal)

This document prepared by:  
J. C. Highsmith, Jr.  
Stewart, Melvin & Frost, LLP  
P. O. Box 3280  
Gainesville, Georgia 30503  
770-536-0101  
jhighsmith@smf-law.com

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## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have\*\* \_\_\_\_\_ I have not ☒

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

\*\*If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: William Henry Slack IV  
POA - Tennent Lee Slack

Date: 9-26-25

Applicant's/Owner's Name (Printed): William Henry Slack, IV

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(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

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I hereby certify that I have read the above and that:

I have\*\* \_\_\_\_\_ I have not ☒

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

\*\*If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: William Henry Slack IV

Date: 9-26-25

Applicant's/Owner's Name (Printed): William Henry Slack, IV



# The 6<sup>th</sup> Amendment to the Declaration of The Cedars, a Condominium

This document, signed but not yet recorded, will remove 3180 Haynes Drive (Unit J) from the  
Condominium Association.

Following the Amendment are the signature forms of the members (or their proxies) of the  
Condominium Association consenting to the Amendment and to the Easement that is shown later.

Return to:  
Patrick W. Shuler, Esq.  
Stewart, Melvin & Frost, LLP  
P. O. Box 3280  
Gainesville, GA 30503

Re: Deed Book 2742, Page 274,  
Hall County, Georgia Deed Records

**SIXTH AMENDMENT TO DECLARATION  
OF  
THE CEDARS, A CONDOMINIUM**

**THIS AMENDMENT** is made as of \_\_\_\_\_, 2025, by The Cedars Condominium Association, Inc., a Georgia corporation (the "Association").

**BACKGROUND**

The original Declaration of The Cedars, a Condominium, is recorded in Deed Book 2742, page 274, Hall County, Georgia, records, as amended by a First Amendment recorded at Deed Book 3222, page 291, a Second Amendment recorded at Deed Book 3719, page 248, a Third Amendment recorded at Deed Book 4223, page 71, and a Fourth Amendment recorded at Deed Book 5150, page 610, a Fifth Amendment recorded at Deed Book 5640, Page 461, aforesaid records (as so amended, the "Declaration"). The Condominium Plats and Condominium Plans are recorded as stated in the Declaration. The Association was incorporated through the Secretary of State of Georgia.

On May 8<sup>th</sup>, 2025, a duly called meeting was held of the Unit Owners of The Cedars, a Condominium, at which a minimum of 4/5ths of the Unit Owners were present in person or by proxy. At that meeting, the terms of this amendment, specifically that Unit J be permitted to withdraw from The Cedars, a Condominium, were presented to the Unit Owners and approved by 4/5ths of them or more. Tennent Lee Slack, the owner of Unit J, did not vote on this amendment, nor did any representative vote on her behalf. Accordingly, the Association has caused this amendment to be prepared, executed by the Association, and recorded.

Further, on May 8<sup>th</sup>, 2025, a duly called meeting was held by the Unit Owners of The Cedars, a Condominium, at which the Unit Owners were present in person or by proxy. At that meeting, the terms of this amendment, specifically the easement for ingress and egress to be reserved by Tennent Lee Slack for access to the Unit J property, were presented to the Unit Owners and approved by them. Tennent Lee Slack, the owner of Unit J, did not vote on this

amendment, nor did any representative vote on her behalf. However, in exchange and as consideration for the aforementioned easement, Tennent Lee Slack, agrees that Unit J, once removed from The Cedars, a Condominium, will only be used as an owner-occupied residence and shall not be leased or subleased except for instances in which a new purchaser of the property, leases the property back to the seller of the property for a term not longer than 3 months, at the end of which the purchaser would then take up residence on the property. Finally, Tennent Lee Slack agrees to contribute to the maintenance of the access drive which is the subject of the easement by covering 1/3<sup>rd</sup> (33.33%) of the maintenance expenses for the access drive. Accordingly, the Association has caused this amendment to be prepared, executed by the Association, and recorded.

Further, on May 8<sup>th</sup>, 2025, a duly called meeting was held by the Unit Owners of The Cedars, a Condominium, at which the Unit Owners were present in person or by proxy. At that meeting, the Unit Owners voted in favor of consenting to, reinstating, extending, and re-imposing the covenants and restrictions imposed in the Declaration of The Cedars, a Condominium and all subsequent Amendments.

### AGREEMENT

**NOW, THEREFORE**, the Association, acting pursuant to the vote of 4/5<sup>ths</sup> or more of the Unit Owners, hereby amends the Declaration as follows:

The covenants and restrictions imposed in the Declaration of The Cedars, a Condominium and all subsequent Amendments are hereby reaffirmed, reinstated, extended, and re-imposed. The covenants set forth in this Agreement, the Declaration of The Cedars, a Condominium and all subsequent Amendments shall be perpetual in duration unless otherwise specifically provided. The restrictions, covenants and conditions set forth in this Agreement, the Declaration of The Cedars, a Condominium and all subsequent Amendments shall be binding upon and enforceable against Owners and occupants for a period of twenty (20) years from the date this Agreement is filed in the public deed records maintained by the appropriate governmental subdivision in which the Property is located, after which time, such restrictions, covenants, and conditions shall be automatically extended for successive periods of twenty (20) years each.

Unit J and the lot of land on which Unit J resides shall be withdrawn from The Cedars, a Condominium. The interest that the owner of Unit J had in the common elements, the dues owed for liability insurance, and the costs of maintenance for The Cedars, a Condominium shall be equitably re-distributed to the Unit Owners who remain as part of The Cedars.

1. Legal Description of Property (Unit J) being removed from The Cedars, a Condominium:

**All that tract or parcel of land, situate, lying and being in Land Lot 113 of the 10<sup>th</sup> Land District of Hall County, Georgia, being Unit # "J" of The Cedars, a Condominium, which unit is shown on survey for David Dunlap, prepared by Farley-Collins & Associates, Registered Surveyors, dated February 13<sup>th</sup>, 2001, revised February 11<sup>th</sup>, 2002, and recorded in Condominium Plat Slide 900, Page 117**

of the Hall County Records, and which unit is more fully shown and described in Architectural Plans for Unit "J", The Cedars, A Condominium filed in the Office of the Clerk of Superior Court of Hall County, Georgia, in Condominium Floor Plans, Cabinet 1, Folio 46, of the Hall County Deed Records, together with its appurtenant percentage of undivided interest in the common elements of The Cedars, a Condominium.

This property is subject to the Declaration of The Condominium for The Cedars recorded in Deed Book 2742, Page 274 of the Hall County Records, First Amendment to Declaration of The Cedars, A Condominium, recorded in Deed Book 3222, Page 291, of the Hall County Records, Second Amendment to the Declaration of The Cedars, recorded in Deed Book 3719, Page 248 of the Hall County Records and Third Amendment to the Declaration of The Cedars, recorded in the Hall County Records.

2. Legal Description of the remaining Property of The Cedars after the removal of Unit J:

**TRACT NO. 1:**

**UNITS A & B**

All that tract or parcel of land, together with improvements thereon, situate, lying and being in Land Lots 113 and 122 of the 10th Land District of Hall County, Georgia, containing 0.700 acres as shown on survey for David A. Dunlap - Edgar B. Dunlap, Jr. prepared by Farley-Collins & Associates, Registered Surveyors, dated May 26, 1994, revised November 7, 1996, and being more particularly described according to said Farley-Collins Survey as follows:

**TO ARRIVE AT THE TRUE POINT OF BEGINNING, COMMENCE** at a point where the center line of Haynes Drive intersects the center line of Dunlap Drive; thence North 73 degrees 33 minutes 23 seconds East 219.76 feet to an iron pin corner located along the Northwesterly right-of-way of Dunlap Drive, which iron pin corner is the **TRUE POINT OF BEGINNING**; thence from said **TRUE POINT OF BEGINNING** North 18 degrees 7 minutes 39 seconds West 185.58 feet to an iron pin corner, thence North 70 degrees 30 minutes 58 seconds East 199.29 feet to an iron pin corner; thence South 27 degrees 11 minutes 48 seconds East 47.49 feet to an iron pin corner, thence South 52 degrees 28 minutes 27 seconds West 78.78 feet to an iron pin corner; thence South 27 degrees 11 minutes 48 seconds East 120.33 feet to an iron pin found along the Northwesterly right-of-way of Dunlap Drive; thence along the Northwesterly right-of-way of Dunlap Drive a curve to the right to the point of beginning, which point of beginning is a chord distance South 72 degrees 28 minutes 40 seconds West 151.38 feet from the last named point.

**AND**

**TRACT NO. II:**

**UNITS E, F & G**

All that tract or parcel of land, together with improvements thereon, situate, lying and being in Land Lot 113 of the 10th Land District of Hall County, Georgia, containing 0.803 acres as shown on survey for David Dunlap, prepared by Farley-Collins & Associates, Registered Surveyors, dated July 17, 1996, revised November 7, 1996, and being more particularly described according to said Farley-Collins Survey as follows:

COMMENCE at a point where the Northerly right-of-way of Haynes Drive intersects the Northerly right-of-way of Dunlap Drive; thence from said point of beginning along the Northerly right-of-way of Haynes Drive a curve to the left to a point, which point is a chord distance North 67 degrees 9 minutes 52 seconds West 203.31 feet from the last named point; thence leaving the Northerly right-of-way of Haynes Drive and continuing North 6 degrees 34 minutes 4 seconds East 74.15 feet to a point, thence North 38 degrees 11 minutes 51 seconds East 152.07 feet to a point; thence South 41 degrees 28 minutes 1 second East 202.54 feet to a point; thence South 22 degrees 16 minutes 00 seconds West 130.00 feet to the point of beginning.

AND

All that tract or parcel of land, together with improvements thereon, situate, lying, and being in Land Lot 113 of the 10th Land District of Hall County, Georgia, and being more particularly described according to a survey for The Cedars, a Condominium, prepared by Farley-Collins & Associates, Registered Surveyors, dated December 11, 1996, last revised June 18, 1998, and being more particularly described according to said Farley-Collins Survey as follows:

COMMENCE at a point where the Northerly right-of-way of Haynes Drive (50 foot right-of-way) intersects the Northerly right-of-way of Dunlap Drive (50 foot right-of-way); thence from said point of beginning North 22 degrees 6 minutes 00 seconds East 130.00 feet to a point; thence North 41 degrees 28 minutes 1 second West 116.47 feet to a point; thence North 88 degrees 30 minutes 50 seconds East 174.18 feet to a point; thence South 18 degrees 7 minutes 39 seconds East 185.58 feet to a point located along the Northerly right-of-way of Dunlap Drive; thence along the Northerly right-of-way of Dunlap Drive South 78 degrees 30 minutes 27 seconds West 47.57 feet to a point; thence South 80 degrees 31 minutes 47 seconds West 159.55 feet to the point of beginning.

AND

#### UNITS H & I

All that tract or parcel of land situate, lying and being in the Land Lot of 113 of the 10<sup>th</sup> Land District, of Hall County, Georgia, containing 0.803 acres, as shown on a survey for David Dunlap of "The Cedars" a condominium, prepared by Farley-Collins & Associates, Registered Surveyors, dated February 2, 2000, revised August 7, 2000, and being more particularly described as follows:



**TO ARRIVE AT THE TRUE POINT OF BEGINNING, COMMENCE** at a point where the centerline of Haynes Drive (50-foot right of way) intersects the centerline of Dunlap Drive; thence North 59 degrees 40 minutes 50 seconds West 208.85 feet to an iron pin corner located along the northerly right of way of Haynes Drive which point is the true point of beginning; thence along the northerly right of way of Haynes Drive the following courses and distances, to-wit: a curve to the right to a point which point is a chord distance North 88 degrees 14 minutes 51 seconds West 70.77 feet from the point of beginning; thence continuing along the northerly right of way of Haynes Drive South 85 degrees 24 minutes 40 seconds West 180.64 feet to a point; thence leaving the northerly right of way of Haynes Drive and continuing North 36 degrees 36 minutes 46 seconds East 181.22 feet to an iron pin corner; thence North 38 degrees 11 minutes 51 seconds East 98.97 feet to an iron pin corner; thence South 49 degrees 26 minutes 36 seconds East 90.00 feet to an iron pin corner; thence South 77 degrees 19 minutes 22 seconds East 72.80 feet to an iron pin corner; thence South 38 degrees 11 minutes 51 seconds West 79.91 feet to an iron pin corner; thence South 6 degrees 34 minutes 4 seconds West 74.15 feet to the true point of beginning.

Declarant reserves a perpetual, non-exclusive easement for the purposes of utility, vehicular and pedestrian access, ingress and egress leading from Haynes Drive in the northerly direction to other property owned by Declarant, which easement is shown as an “existing drive” on plat recorded in Condominium Plat Slide 900, Page 116, of the Hall County Records, together with that portion shown as “future drive” on said plat.

3. Following the Withdrawal of Unit J from The Cedars, A Condominium, there will be a total of 9 remaining votes in the association based on unit ownership.
4. The resulting share of liability for common expenses will be as indicated on “Exhibit A.”
5. The undivided interest that the owner of Unit J in the common elements shall be allocated equitably to the remaining unit owners as indicated on Exhibit “A.”

Except as hereby amended and as previously amended, the Declaration shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Association has caused this Sixth Amendment to be executed by its officers as of the day and year first above written, which officers hereby certify that this amendment was approved by the unanimous vote of the Unit Owners.

*[Signatures appear on the following page.]*

Signed, sealed and delivered  
In the presence of:

*Joseph Williams*  
Witness

*Patrick W. Shuler*  
Notary Public

My commission expires: *July 2, 2028*  
(SEAL)



**THE CEDARS CONDOMINIUM  
ASSOCIATION, INC.**

By: *Glynn Frets*  
GLYNN FRETS, Director, President

Attest: *Nathan Hope*  
NATHAN HOPE, Secretary

*W. H. Slack IV*

**W. H. Slack, IV, as Power of Attorney for  
Tennent Lee Slack, Owner of Unit J, being  
withdrawn from The Cedars, a  
Condominium**

## EXHIBIT “A”

This exhibit sets forth the identifying letter of each unit in column (A), the undivided interest in the common elements allocated to that unit in column (B), the number of votes in the association allocated to that unit in column (C), and the share of liability for common expenses allocated to that unit in column (D). The below percentages and interests are reflective of the Second Amendment to “Declaration of The Cedars, a Condominium, and are therefore based on an equitable distribution of interests and costs between the Unit owners (A-I) who both preceded Unit J and remain after the withdrawal of Unit J.

<b>(A) Unit Letter</b>	<b>(B) Interest in Common Elements</b>	<b>(C) Votes</b>	<b>(D) Share of Common Expenses</b>
A	6.865%	1	8%
B	6.865%	1	8%
C	12.320%	1	12%
D	12.320%	1	12%
E	11.870%	1	12%
F	11.870%	1	12%
G	11.870%	1	12%
H	12.780%	1	12%
I	13.240%	1	12%

**The Cedars Condominium Association, Inc.**

P. O. Box 1773

Gainesville, GA 30503

**PROXY VOTING FORM**

Owner Name: James Allen Betts Jr Unit F

Owner Name: \_\_\_\_\_ - Unit \_\_\_\_\_

I (We), the Owners of Unit \_\_\_\_\_, a unit which is part of Cedars Condominium Association, Inc., wish to appoint:

Proxy Name: Glynn Freds

Proxy Address: \_\_\_\_\_

as my (our) PROXY to vote on behalf of our Unit at all future Owners Meetings until notified that this Proxy is revoked.

Signed, sworn, and affirmed this the 10 day of April, 2025.

UNIT OWNER(S):

Sworn to and subscribed  
before me this 10th day of April, 2025.

Patrick W. Shuler  
Notary Public

My Commission Expires: July 2, 2028

(Seal of Notary)



By: James Allen Betts Jr

Printed Name: James Allen Betts Jr

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

PROXY: be sure to bring this PROXY VOTING FORM to Owners Meetings.

**The Cedars Condominium Association, Inc.**

P. O. Box 1773

Gainesville, GA 30503

**PROXY VOTING FORM**

Owner Name: RONALD C. LEWIS - Unit I

Owner Name: ~~RONALD F. LEWIS~~ - Unit ~~I~~  
KARA H. LEWIS

I (We), the Owners of Unit I, a unit which is part of Cedars Condominium Association, Inc., wish to appoint:

Proxy Name: RONALD F. LEWIS

Proxy Address: 3178 I HAYNES DR

as my (our) PROXY to vote on behalf of our Unit at all future Owners Meetings until notified that this Proxy is revoked.

Signed, sworn, and affirmed this the 7<sup>TH</sup> day of MAY, 2025.

UNIT OWNER(S):

Sworn to and subscribed  
before me this 7<sup>th</sup> day of May, 2025.

Patrick W. Shuler

Notary Public

My Commission Expires: July 2, 2028

(Seal of Notary)



By: [Signature]

Printed Name: RON LEWIS

By: [Signature]

Printed Name: KARALEWIS

PROXY: be sure to bring this PROXY VOTING FORM to Owners Meetings.



The Cedars Condominium Association, Inc.  
P. O. Box 1773  
Gainesville, GA 30503

### PROXY VOTING FORM

Owner Name: Ansley Erdel, Co-Trustee - Unit B

Owner Name: Richard Davis, Co-Trustee - Unit B

I (We), the Owners of Unit B, a unit which is part of Cedars Condominium Association, Inc., wish to appoint:

Proxy Name: Nathan Hope

Proxy Address: 3109 Dunlap Drive, Unit C, Gainesville, GA. 30506

as my (our) PROXY to vote on behalf of our Unit at the Special Meeting of The Cedars Condominium held on May 8, 2025.

Signed, sworn, and affirmed this the 15 day of April, 2025.

UNIT OWNER(S):

Sworn to and subscribed  
before me this 15 day of April, 2025.

[Signature]  
Notary Public

My Commission Expires: March 31, 2025



By: [Signature]

Printed Name: Richard M. Davis, Jr.

By: [Signature]

Printed Name: Ansley Erdel

PROXY: be sure to bring this PROXY VOTING FORM to Owners Meetings.  
4881-5152-6447, v. 1

The Cedars Condominium Association, Inc.  
P. O. Box 1773  
Gainesville, GA 30503

PROXY VOTING FORM

Owner Name: Bobby Larson - Unit 5

Owner Name: Sissy Larson - Unit 5

I (We), the Owners of Unit 5, a unit which is part of Cedars Condominium Association, Inc., wish to appoint:

Proxy Name: ~~Bill Sack~~ CLYNN FRETS AWTH  
EDL

Proxy Address: Gainesville, GA

as my (our) PROXY to vote on behalf of our Unit at all future Owners Meetings until notified that this Proxy is revoked.

Signed, sworn, and affirmed this the 23<sup>rd</sup> day of April, 2025.

UNIT OWNER(S):

Sworn to and subscribed  
before me this 23<sup>rd</sup> day of April, 2025.

Notary Public

My Commission Expires: 09/18/2026

(Seal of Notary)



By: Bobby Larson

Printed Name: Bobby Larson

By: Sissy Larson

Printed Name: Sissy Larson

PROXY: be sure to bring this PROXY VOTING FORM to Owners Meetings.

The Cedars Condominium Association, Inc.  
P. O. Box 1773  
Gainesville, GA 30503

PROXY VOTING FORM

Owner Name: Madge M. Harper - Unit D

Owner Name: \_\_\_\_\_ - Unit \_\_\_\_\_

I (We), the Owners of Unit D, a unit which is part of Cedars Condominium Association, Inc., wish to appoint:

Proxy Name: Dianne Moore

Proxy Address: 3170 Haynes Drive, Unit E, Gainesville, GA

as my (our) PROXY to vote on behalf of our Unit at all future Owners Meetings until notified that this Proxy is revoked.

Signed, sworn, and affirmed this the 24th day of April, 2025.

UNIT OWNER(S):

Sworn to and subscribed  
before me this 24th day of April, 2025.

Christina L Elmore

Notary Public

My Commission Expires: June 13, 2026

(Seal of Notary)

By: Madge M. Harper

Printed Name: Madge M. Harper

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

PROXY: be sure to bring this PROXY VOTING FORM to Owners Meetings.

4881-5152-6447, v. 1

## Easement

This document, signed but not yet recorded, will allow 3180 Haynes Drive (Unit J) to have ingress and egress and utility access to a public road by crossing over an access drive on the land of the Condominium Association.

After Recording Return to:  
Patrick W. Shuler  
Stewart, Melvin & Frost, LLP  
200 Main Street, Suite 600  
Gainesville, GA 30503

**STATE OF GEORGIA**

**COUNTY OF HALL**

**NON-EXCLUSIVE EASEMENT AGREEMENT**

THIS EASEMENT granted this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between **THE CEDARS CONDOMINIUM ASSOCIATION, INC.**, a Georgia non-profit corporation, as party of the first part, hereinafter referred to as “Grantor,” and **TENNENT LEE SLACK**, of the State of Georgia, as party of the second part, hereinafter referred to as “Grantee.”

**WITNESSETH THAT:**

**WHEREAS**, Grantor owns real property (hereinafter the “Servient Property”) as further described on **Exhibit A**.

**WHEREAS**, Grantee owns real property (hereinafter the “Benefitted Property”) as further described on **Exhibit B**.

**WHEREAS**, the Parties wish and agree to create a certain easement as further described on **Exhibit C** for the benefit of the Benefitted Property and Grantee, its heirs, successors, and assigns.

**NOW, THEREFORE**, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid at and before the sealing and delivery of this Easement and in consideration of the agreements and covenants contained in this document, the Parties hereby declare, establish, create and reserve that the above-mentioned lots are and shall be held, transferred, aliened, sold, conveyed, leased, rented, mortgaged, occupied, used and otherwise disposed of subject to the easements and covenants as hereinafter set forth below:



1. **Creation of Access Easement.** Subject to the terms, conditions and limitations set forth in this Agreement, Grantor hereby grants and conveys to Grantee the following perpetual non-exclusive easement in, over, and upon a portion of Grantor's land for the benefit of and appurtenant to the benefited land for the purpose of vehicular and pedestrian ingress and egress over across and through that portion of the Servient property which is the access drive.

- a. **Location of Access Drive Subject to This Easement Agreement.** The Access Drive shall be as described in Exhibit C.

2. **Creation of Utility Easement.** Subject to the terms, conditions and limitations set forth in this Agreement, Grantor hereby grants and conveys to Grantee the following perpetual non-exclusive easement in, over, under, and upon a portion of Grantor's land for the benefit of and appurtenant to the benefited land for the purpose of maintaining, repairing, and replacing utility lines including but not limited to sewer and water lines, electric transmission lines, and cable and internet lines

- a. **Location of Utility Easement Agreement.** The Utility Easement shall cover the area of the Access Drive as described in Exhibit C and an additional 5 feet on either side of the Access Drive, along the right-of-ways on either side of the Access Drive.

3. **Duration and Termination of Access Easement.** The provisions of this Agreement shall run with and bind title to the Benefitted Property, shall be binding upon and inure to the benefit of all parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect perpetually to the extent permitted by Georgia law; provided, however, that if the access road is conveyed to any governmental authority and is dedicated and becomes a public road by any governmental authority, then this easement and Agreement, and all responsibilities and interests thereunder, shall terminate upon the date of recording of such conveyance and dedication.

4. **Maintenance of Access Drive and Notice Thereof.** Grantor may elect from time to time to temporarily impede the use of this Access Drive, and therefore temporarily inconvenience Grantee's use of such Access Drive, for the purpose of performing necessary or beneficial work on said Access Easement. Such work shall include, without limitation, patching, resurfacing, repairing and maintaining the Access Drive in good repair and in a sound and functional condition, and in conformity with any governmental or quasi-governmental rules, regulations or requirements. When such work is required, Grantor shall give advanced notice of 30 days, excepting in cases of emergency repair in which only advanced notice shall be required, to Grantee prior to impeding said Access Drive and the beginning of such work.

- a. **Cost of Maintenance and Repair.** Grantee agrees to assist in paying the reasonable expenses of maintaining and repairing the Access Drive.

Grantee specifically agrees to pay one-third (1/3) or thirty-three percent (33%) of the reasonable cost of maintenance and repair of the Access Drive.

5. **Maintenance of Utility Lines and Notice Thereof.** Grantor or Grantee may elect from time to time to temporarily impede the use of this Access Drive or the area within 5 feet of the right-of-way, and therefore temporarily inconvenience Grantee's or Grantor's use of such Access Drive, for the purpose of performing necessary or beneficial work regarding the Utility Easement. Such work shall include, without limitation, excavating, moving, repairing, maintaining, and running utility lines underground, and keep said lines in good repair and in a sound and functional condition, and in conformity with any governmental or quasi-governmental rules, regulations or requirements. When such work is required, Grantor or Grantee shall give advanced notice of 30 days, excepting in cases of emergency repair in which only advanced notice will be required, to Grantee or Grantor, respectively, prior to impeding said Access Drive and the beginning of such work.

6. **Notice.** Every notice, demand, consent, approval, or other document or instrument required or permitted to be served upon or given to any Owner shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be delivered to the following addresses, respectively:

**If to Owner of Benefitted Property:**

Tennent Lee Slack or Current Owner  
3180 Haynes Drive  
Gainesville, GA 30506

**If to the Owner of Servient Property:**

The Cedars Condominium Association, Inc.  
Attn: President  
P.O. Box 1773  
Gainesville, GA 30503

Either Party may specify or change the place for service of notice by sending a notice to the other Party, which notice shall become effective ten (10) days after delivery thereof. All such notice addresses shall be within the United States.

7. **Amendments.** Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, modification, or termination is sought.

8. **No Reverter.** No covenant or restriction herein is intended to be or shall be construed as a condition subsequent, a conditional limitation, or as creating the possibility of a reverter.

9. **Reservation of Rights.** Each Owner hereby reserves all rights and privileges incident to the ownership of the fee simple estate of their respective property as are not inconsistent with nor materially interfere with the easement rights and privileges herein granted.

10. **Agreement Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or, remedies which a party may have hereunder by reason of any such breach.

11. **Time.** Time is of the essence of this Agreement.

12. **Term.** The easements set forth in this Agreement shall be perpetual in duration unless otherwise specifically provided. The restrictions, covenants and conditions set forth in this Agreement shall be binding upon and enforceable against Owners and occupants for a period of twenty (20) years from the date this Agreement is filed in the public deed records maintained by the appropriate governmental subdivision in which the Property is located, after which time, such restrictions, covenants, and conditions shall be automatically extended for successive periods of twenty (20) years each.

13. **Non-Waiver.** The failure of any-party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

14. **Severability.** Invalidity of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

15. **Partial Invalidity.** In the event any provision of this Agreement is determined to be illegal or legally unenforceable, such determination shall have no effect upon the remaining terms and provisions hereof, and the remaining terms and provisions hereof shall continue in full force and effect.

16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Grantor and Grantee have set their hands and seals as of the day and year first written above.

**GRANTOR:**  
**THE CEDARS CONDOMINIUM**  
**ASSOCIATION, INC.**

Signed, sealed and delivered in the presence of:

*[Signature]*  
Witness

*[Signature]*  
Notary Public

By: *[Signature]*  
**GLYNN FRETTS**, Director, President

Attest: *[Signature]*  
**NATHAN HOPE**, Secretary



(NOTARY SEAL)

(CORPORATE SEAL)

**GRANTEE:**  
**TENNENT LEE SLACK**

By: *[Signature]*  
**W. H. Slack, IV**, as Power of Attorney for  
**Tennent Lee Slack**, Owner of the Benefitted  
Property

### Exhibit A

#### **UNITS H & I**

All that tract or parcel of land situate, lying and being in the Land Lot of 113 of the 10<sup>th</sup> Land District, of Hall County, Georgia, containing 0.803 acres, as shown on a survey for David Dunlap of "The Cedars" a condominium, prepared by Farley-Collins & Associates, Registered Surveyors, dated February 2, 2000, revised August 7, 2000, and being more particularly described as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, COMMENCE at a point where the centerline of Haynes Drive (50-foot right of way) intersects the centerline of Dunlap Drive; thence North 59 degrees 40 minutes 50 seconds West 208.85 feet to an iron pin corner located along the northerly right of way of Haynes Drive which point is the true point of beginning; thence along the northerly right of way of Haynes Drive the following courses and distances, to-wit: a curve to the right to a point which point is a chord distance North 88 degrees 14 minutes 51 seconds West 70.77 feet from the point of beginning; thence continuing along the northerly right of way of Haynes Drive South 85 degrees 24 minutes 40 seconds West 180.64 feet to a point; thence leaving the northerly right of way of Haynes Drive and continuing North 36 degrees 36 minutes 46 seconds East 181.22 feet to an iron pin corner; thence North 38 degrees 11 minutes 51 seconds East 98.97 feet to an iron pin corner; thence South 49 degrees 26 minutes 36 seconds East 90.00 feet to an iron pin corner; thence South 77 degrees 19 minutes 22 seconds East 72.80 feet to an iron pin corner; thence South 38 degrees 11 minutes 51 seconds West 79.91 feet to an iron pin corner; thence South 6 degrees 34 minutes 4 seconds West 74.15 feet to the true point of beginning.

Declarant reserves a perpetual, non-exclusive easement for the purposes of utility, vehicular and pedestrian access, ingress and egress leading from Haynes Drive in the northerly direction to other property owned by Declarant, which easement is shown as an "existing drive" on plat recorded in Condominium Plat Slide 900, Page 116, of the Hall County Records, together with that portion shown as "future drive" on said plat.

### **Exhibit B**

**All that tract or parcel of land, situate, lying and being in Land Lot 113 of the 10<sup>th</sup> Land District of Hall County, Georgia, being Unit # "J" of The Cedars, a Condominium, which unit is shown on survey for David Dunlap, prepared by Farley-Collins & Associates, Registered Surveyors, dated February 13<sup>th</sup>, 2001, revised February 11<sup>th</sup>, 2002, and recorded in Condominium Plat Slide 900, Page 117 of the Hall County Records, and which unit is more fully shown and described in Architectural Plans for Unit "J", The Cedars, A Condominium filed in the Office of the Clerk of Superior Court of Hall County, Georgia, in Condominium Floor Plans, Cabinet 1, Folio 46, of the Hall County Deed Records, together with its appurtenant percentage of undivided interest in the common elements of The Cedars, a Condominium.**

**This property is subject to the Declaration of The Condominium for The Cedars recorded in Deed Book 2742, Page 274 of the Hall County Records, First Amendment to Declaration of The Cedars, A Condominium, recorded in Deed Book 3222, Page 291, of the Hall County Records, Second Amendment to the Declaration of The Cedars, recorded in Deed Book 3719, Page 248 of the Hall County Records and Third Amendment to the Declaration of The Cedars, recorded in the Hall County Records.**



**Exhibit C**

Future description of the Access Drive and Utility Easement.