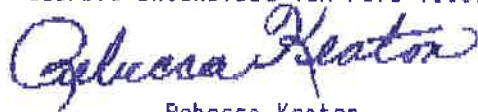


Deed Book 15511 Pg 4323
Filed and Recorded Jan-31-2018 02:12pm
2018-0017038
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

①

Upon recording return to:

Katharine A. Dyott
DOROUGH & DOROUGH, LLC
Attorneys at Law
160 Clairemont Avenue, Suite 650
Decatur, Georgia 30030
(404) 687-9977

Cross Reference: Deed Book: 15233

Page: 777



**SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR VILLAGE OF BELMONT**

THIS SUPPLEMENTARY DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VILLAGE OF BELMONT ("Supplementary Declaration") is made as of the 29th day of January, 2018, by **WEEKLEY HOMES, LLC**, a Delaware limited liability company (hereinafter the "Declarant" and/or "Weekley"); **CND-BELMONT II, LLC**, a Georgia limited liability company (hereinafter referred to as "CND") and **HALPERN ENTERPRISES, INC.**, a Georgia corporation (hereinafter referred to as the "Founder");

W I T N E S S E T H

WHEREAS, Declarant and Classic Neighborhood-FC Holdings, LLC, a Texas limited liability company, executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Village of Belmont, recorded on April 16, 2015 in Deed Book 15233, Page 777, *et seq.*, Cobb County, Georgia land records (hereinafter as amended and/or supplemented from time to time referred to as the "Declaration"); and

WHEREAS, Article 2, Section 2.3 of the Declaration provides that Declarant, as the owner thereof, or if not the owner, with the consent of the owner thereof, shall have the unilateral right, privilege, and option from time to time at any time until fifteen (15) years after the recording of the Declaration to subject all or any portion of the real property described in Exhibit "B" attached to the Declaration to the provisions of the Declaration and the jurisdiction of the Association by filing for record in the Cobb County, Georgia land records a Supplementary Declaration executed by the Declarant describing the property being subjected; and

WHEREAS, Declarant desires to subject the real property described in Exhibit "A" attached hereto to the provisions of the Declaration and the jurisdiction of the Association, and such property is a portion of the property described in Exhibit "B" attached to the Declaration that may be subjected to the Declaration by the Declarant; and

WHEREAS, CND is the owner of the real property described in Exhibit "A" attached hereto and desires to subject such property to the provisions of the Declaration and the jurisdiction of the Association, as evidenced by the signature attached hereto and by this reference incorporated herein;

WHEREAS, the real property described in Exhibit "A" attached hereto is subject to that certain Amended and Restated Community Charter for Belmont, recorded August 22, 2017 in Deed Book 15471, Page 374, *et seq.*, Cobb County, Georgia land records (as amended and/or supplemented from time to time, hereinafter referred to as the "Master Declaration") (the real property subject to the Master Declaration is hereinafter referred to as "Belmont"); and

WHEREAS, Founder is the Founder named in the Master Declaration to have the power and authority set forth therein; and

WHEREAS, Article 1, Section 1.2 of the Master Declaration provides that the owner of any property within Belmont may impose additional covenants on its property with the Founder's approval; and

WHEREAS, the Founder desires to consent to the annexation of the real property described in Exhibit "A" attached hereto to the terms and provisions of the Declaration and the jurisdiction of the Association, as evidenced by the signature attached hereto and by this reference incorporated herein;

NOW, THEREFORE, pursuant to the powers of Declarant under Article 2, Section 2.3 of the Declaration, and in accordance with the provisions of that Section, the undersigned hereby subject all of those tracts or parcels of land described on Exhibit "A" attached hereto and by this reference incorporated herein to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied and encumbered pursuant to the provisions of the Declaration, all of which shall run with the title to such property and shall be binding upon all persons having any right, title, or interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant has caused this Supplementary Declaration to be executed under seal the day and year first above written.

WEEKLEY: **WEEKLEY HOMES, LLC**, a Delaware limited liability company

By: _____ (SEAL)

Print Name: **John Burchfield**

Title: **General Counsel**

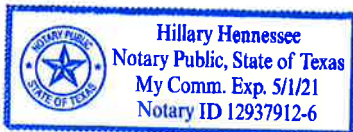
Signed, sealed, and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires: 5/1/21

[AFFIX NOTARY SEAL]



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, CND, as the owner of the property described in Exhibit "A" attached hereto, does hereby declare and consent, on behalf of CND and any heirs, successors, legal representatives, successors-in-title and assigns of CND, that from and after the date hereof the property of CND described on Exhibit "A" attached hereto shall be owned, held, transferred, sold, conveyed, used, occupied, and encumbered subject to all of the terms, provisions, covenants, restrictions and easements contained in the Declaration. This 13th day of November, 20 12.

CND: **CND-BELMONT II, LLC**, a Georgia limited liability company

By: DM Weekley, Inc., a Delaware corporation,
its Sole Manager

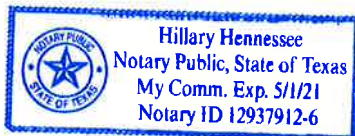
By: [Signature]
Print Name: Heather Humphrey
Title: Chief Financial Officer

Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS
[Signature]
NOTARY PUBLIC

My Commission Expires: 5/1/12

[AFFIX NOTARY SEAL]



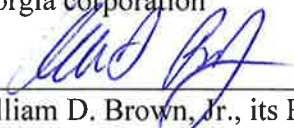
[CORPORATE SEAL]



IN WITNESS WHEREOF, the Founder under the Master Declaration hereby consents to the foregoing Supplementary Declaration and executes this instrument under seal this 25th day of January, 2018.

FOUNDER: **HALPERN ENTERPRISES INC., a**
Georgia corporation

By:


William D. Brown, Jr., its President

[CORPORATE SEAL]

Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC

My Commission Expires: December 29, 2020

[AFFIX NOTARY SEAL]



CONSENT AND SUBORDINATION OF LENDER

The undersigned, **FIRST CONTINENTAL INVESTMENT CO., LTD**, a Texas limited partnership ("Lender"), is the owner and holder of the following security instruments (as amended or modified from time to time, the "Security Instruments"):

- a) Deed to Secure Debt and Security Agreement from CND-Belmont II, LLC, a Georgia limited liability company, to Lender, dated August 16, 2017, recorded August 22, 2017 at Deed Book 15471, page 449, *et seq.*, Cobb County, Georgia land records; and
- b) UCC Financing Statement from CND-Belmont II, LLC, as Debtor, and Lender, as Secured Party, recorded August 22, 2017 in Deed Book 15471, Page 488, *et seq.*, Cobb County, Georgia land records.

Lender hereby consents to and subordinates the Security Instruments to the foregoing Supplementary Declaration of Protective Covenants, Conditions, Restrictions and Easements for Village of Belmont to which this Consent and Subordination is attached, and Lender agrees that all of its right, title and interest in and to the real property described therein by virtue of the Security Instruments shall be bound by, subject to and subordinate to the easements and other terms and provisions of the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Village of Belmont (as amended and/or supplemented from time to time, the "Declaration"), and the Declaration shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to the Security Instruments or any other instrument that Lender holds; provided, however, that nothing herein shall modify, alter or amend the Security Instruments as between Lender and the borrower thereunder.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Subordination of Lender to be duly executed and sealed, as of this 13th day of November, 2017.

Signed, sealed and delivered
in the presence of:

Eredina Reyna
Unofficial Witness

Kathryn Willis
Notary Public

My Commission Expires: 4-1-2018

**FIRST CONTINENTAL INVESTMENT
CO., LTD**, a Texas limited partnership

By: Todd Aiken (SEAL)

Name: Todd Aiken

Title: Executive Vice President

[AFFIX NOTARY SEAL]

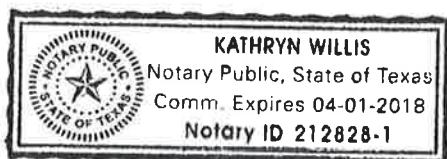


EXHIBIT "A"

Property Description

ALL THAT TRACT OR PARCEL OF LAND LYING IN AND BEING IN LAND LOT 490 OF THE 17TH DISTRICT, 2ND SECTION, CITY OF SMYRNA, COBB COUNTY GEORGIA, AND CONSISTING OF 3.380 ACRES (147,239 SQ. FT.), MORE OR LESS, AS SHOWN ON THAT CERTAIN ALTA SURVEY FOR WEEKLEY HOMES, LLC, CND-BELMONT II, LLC, FIRST CONTINENTAL INVESTMENT CO., LTD. AND CHICAGO TITLE INSURANCE COMPANY, DATED MAY 31ST, 2017 BY NORTHPOINT LAND SURVEYING, LLC, RYAN SCHULDT, GEORGIA REGISTERED LAND SURVEYOR NUMBER 3219. SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR WITH A CAP AT THE NORTHWESTERLY MITERED INTERSECTION OF THE WESTERLY RIGHT OF WAY OF ATLANTA ROAD SOUTHEAST HAVING A VARIABLE WIDTH RIGHT OF WAY AND THE NORTHERLY RIGHT OF WAY OF BELMONT BOULEVARD HAVING A 90' RIGHT OF WAY; THENCE PROCEEDING ALONG THE SAID RIGHT OF WAY OF BELMONT BOULEVARD THE FOLLOWING COURSES AND DISTANCES: SOUTH 29

DEGREES 43 MINUTES 32 SECONDS WEST A DISTANCE OF 75.64 FEET TO A POINT; SOUTH 63 DEGREES 59 MINUTES 55 SECONDS WEST A DISTANCE OF 84.60 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING AS THUS ESTABLISHED CONTINUING ALONG THE SAID RIGHT OF WAY OF BELMONT BOULEVARD SOUTH 63 DEGREES 59 MINUTES 55 SECONDS WEST A DISTANCE OF 365.53 FEET TO A POINT AT THE NORTHEASTERLY MITERED INTERSECTION OF THE SAID RIGHT OF WAY OF BELMONT BOULEVARD AND THE EASTERLY RIGHT OF WAY OF BELMONT PLACE HAVING A VARIABLE WIDTH RIGHT OF WAY; THENCE CONTINUING ALONG THE SAID RIGHT OF WAY OF BELMONT PLACE THE FOLLOWING COURSES AND DISTANCES: NORTH 70 DEGREES 24 MINUTES 24 SECONDS WEST A DISTANCE OF 97.83 FEET TO A POINT; NORTH 25 DEGREES 59 MINUTES 54 SECONDS WEST A DISTANCE OF 245.91 FEET TO A POINT; ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 234.00 FEET, WITH AN ARC DISTANCE OF 7.38 FEET, WITH A CHORD BEARING OF NORTH 26 DEGREES 56 MINUTES 30 SECONDS WEST AND A CHORD LENGTH OF 7.38 FEET TO A POINT AT THE SOUTHEASTERLY MITERED INTERSECTION OF THE SAID RIGHT OF WAY OF BELMONT PLACE AND THE SOUTHERLY SIDE OF A ACCESS EASEMENT KNOWN AS A PRIVATE DRIVE; THENCE LEAVING THE SAID RIGHT OF WAY OF BELMONT PLACE AND CONTINUING ALONG THE SOUTHERLY SIDE OF THE SAID ACCESS EASEMENT THE FOLLOWING COURSES AND DISTANCES: NORTH 18 DEGREES 58 MINUTES 32 SECONDS EAST A DISTANCE OF 31.28 FEET TO A POINT; NORTH 63 DEGREES 59 MINUTES 06 SECONDS EAST A DISTANCE OF 411.98 FEET TO A POINT; THENCE LEAVING THE SAID SOUTHERLY SIDE OF THE ACCESS EASEMENT AND PROCEEDING SOUTH 26 DEGREES 00 MINUTES 05 SECONDS EAST A DISTANCE OF 345.40 FEET TO A POINT; SAID POINT BEING THE TRUE POINT OF BEGINNING.