

Wait

Jay C. Stephenson
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attention: Kimberly C. Gaddis

STATE OF GEORGIA
COUNTY OF COBB

Reference: Deed Book: 7805
Page: 140

Fourth Amendment to the Declaration of Covenants, Restrictions and Easements for Thornbrook Subdivision

WHEREAS, Thornbrook Development, Inc., a Georgia Corporation, recorded a Declaration of Covenants, Restrictions and Easements for Thornbrook Subdivision, recorded on November 19, 1993, in Deed Book 7805, Page 140 *et seq.*, Cobb County, Georgia, records (hereinafter referred to as the "Declaration"),

WHEREAS, the Declaration has been previously amended by amendments recorded in the Cobb County, Georgia records, and

WHEREAS, Paragraph 9, Section 9.3 of the Declaration provides that the Declaration may be amended with the approval of Members holding at least two-thirds (2/3) of the total votes in the Association: provided, however, that (i) any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee, and (ii) during any period in which Declarant has the right to appoint and remove offices and directors of the Association, such amendment must be approved in writing by Declarant; and

WHEREAS, Members holding two-thirds (2/3) of the total votes in the Association desire to amend the Declaration and have approved this Amendment; and

**WEISSMAN, NOWACK,
CURRY & WILCO, P.C.**
ATTORNEYS AT LAW

Kimberly C. Gaddis, Esquire

COPYRIGHT © 2007 All rights reserved. This Amendment may be used only in connection with the ownership and sale of property in Thornbrook and the operation of the Thornbrook Homeowners Association, Inc.

WHEREAS this amendment does not materially or adversely affect the security title and interest of any first mortgagee. However, if a court of competent jurisdiction determines that this amendment does so without such first mortgage holder's consent, then this amendment shall not be binding on the first mortgage holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected first mortgage holder;

NOW, THEREFORE, the Declaration is amended as follows:

Paragraph 6 of the Declaration is hereby amended by removing the following sentence from Section 6.23:

~~No garage sales of any nature shall be permitted.~~

AND, THEREFORE, the Declaration is amended as follows:

Paragraph 6 of the Declaration is hereby amended by adding the following Section 6.27 thereto:

6.27 Community Garage Sales. No individual garage/yard sales of any nature shall be permitted. Community-wide Garage Sales may be approved by the Board of Directors for a maximum of two weekends per calendar year, one each in the spring and in the fall. The Board of Directors may set rules and regulations from time to time, governing the conduct of garage sales. All costs shall be borne by the participating Lot Owners equally.

IN WITNESS WHEREOF, the undersigned officers of Thornbrook Homeowners Association, Inc., hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the Association and its membership, with any required notices duly given.

This 4th day of MARCH, 2008.

THORNBROOK HOMEOWNERS' ASSOCIATION, INC.

By: Kathleen Marcellus (Seal)
President

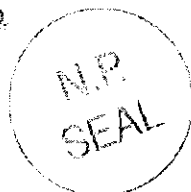
Attest: [Signature] (Seal)
Secretary

Sworn to and subscribed to before me this 4th day of March, 2008.

[Signature]
Witness

[Signature]
Notary Public

My Commission Expires 03/13/2010
[NOTARY SEAL]



[CORPORATE SEAL]





Jay C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

RR

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attention: Kimberly C. Gaddis

STATE OF GEORGIA
COUNTY OF COBB

Reference: Deed Book: 7805
Page: 140

Third Amendment to the Declaration of Covenants, Restrictions and Easements for Thornbrook Subdivision

WHEREAS, Thornbrook Development, Inc., a Georgia Corporation, recorded a Declaration of Covenants, Restrictions and Easements for Thornbrook Subdivision, recorded on November 19, 1993, in Deed Book 7805, Page 140 *et seq.*, Cobb County, Georgia, records (hereinafter referred to as the "Declaration"),

WHEREAS, the Declaration has been previously amended by amendments recorded in the Cobb County, Georgia records, and

WHEREAS, Paragraph 9, Section 9.3 of the Declaration provides that the Declaration may be amended with the approval of Members holding at least two-thirds (2/3) of the total votes in the Association; provided, however, that (i) any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee, and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved in writing by Declarant; and

WHEREAS, Members holding two-thirds (2/3) of the total votes in the Association desire to amend the Declaration and have approved this Amendment; and

**WEISSMAN, NOWACK,
CURRY & WILCO, P.C.**
ATTORNEYS AT LAW

Kimberly C. Gaddis, Esquire

COPYRIGHT ©2005 All rights reserved. This Amendment may be used only in connection with the ownership and sale of property at Thornbrook and the operation of the Thornbrook Homeowners Association, Inc.

WHEREAS, this amendment does not materially or adversely affect the security title and interest of any first mortgagee. However, if a court of competent jurisdiction determines that this amendment does so without such first mortgage holder's consent, then this amendment shall not be binding on the first mortgage holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected first mortgage holder;

NOW, THEREFORE, the Declaration is amended as follows:

Paragraph 4 of the Declaration is hereby amended by adding the following Section 4.1.7 thereto:

4.1.7 Capital Contribution Assessment Upon Transfer of Units. In addition to all other assessments, fees and charges provided for herein, the purchaser or grantee of every Lot shall be assessed and be subject to a non-refundable, non-prorated capital contribution assessment ("Capital Contribution Assessment") upon any and each conveyance or transfer of the Lot to any person other than to the spouse or heir of the Owner. The Capital Contribution Assessment shall be an amount equal to the annual assessment each year. The Capital Contribution Assessment shall not constitute an advance payment of annual assessments. The Capital Contribution Assessment shall be due and payable at the time of each such conveyance or transfer, and the Assessment shall be collected at the closing of each such conveyance or transfer.

IN WITNESS WHEREOF, the undersigned officers of Thornbrook Homeowners Association, Inc., hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the Association and its membership, with any required notices duly given.

This 19th day of July, 2006.

THORNBROOK HOMEOWNERS' ASSOCIATION, INC.

By: Kathleen Marcellus (Seal)
President

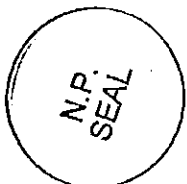
Attest: [Signature] (Seal)
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to before me this 19th day of July, 2006.

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires on March 12, 2010





APR 11 2005

Jay C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry & Wilco, P.C.
One Alliance Center, 4th Floor
3500 Lenox Road
Atlanta, Georgia 30326
Attention: Kimberly C. Gaddis

STATE OF GEORGIA
COUNTY OF COBB

Reference: Deed Book: 7805
Page: 140

**Amendment to the
Declaration of Covenants, Restrictions and Easements for
Thornbrook Subdivision**

COPYRIGHT ©2005 All rights reserved. This Amendment may be used only in connection with the ownership and sale of property at Thornbrook and the operation of the Thornbrook Homeowners Association, Inc.

**WEISSMAN, NOWACK,
CURRY & WILCO, P.C.**
ATTORNEYS AT LAW

Kimberly C. Gaddis, Esquire

WHEREAS, Thornbrook Development, Inc., a Georgia corporation, recorded a Declaration of Covenants, Restrictions and Easements for Thornbrook Subdivision, recorded on November 19, 1993, in Deed Book 7805, Page 140 *et seq.*, Cobb County, Georgia, records (hereinafter referred to as the "Declaration"),

WHEREAS, the Declaration has been previously amended by amendments recorded in the Cobb County, Georgia records: and

WHEREAS, Paragraph 9, Section 9.3 of the Declaration provides that the Declaration may be amended with the approval of Members holding at least two-thirds (2/3) of the total votes in the Association; provided, however (i) that any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee, and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved in writing by Declarant; and

WHEREAS, Members holding two-thirds (2/3) of the total votes in the Association desire to amend the Declaration and have approved this Amendment; and

WHEREAS, this amendment does not materially or adversely affect the security title and interest of any first mortgagee. However, if a court of competent jurisdiction determines that these amendments do so without such first mortgage holder's consent, then this amendment shall not be binding on the first mortgage holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected first mortgage holder;

NOW, THEREFORE, the Declaration is amended as follows:

1.

The Declaration is hereby amended by deleting Paragraph 6, Sections 6.2.2 and 6.2.3 in their entirety and replacing them with the following new Section 6.2.2 Leasing Restrictions, as follows and leaving 6.2.3 as "intentionally omitted":

6.2.2 Leasing Restrictions

Section 1. General Provisions

In order to protect the equity of the individual Lot Owners at Thornbrook, and to carry out the purpose for which the Community was formed by preserving the character of the Community as a homogenous residential community of predominantly owner-occupied homes, leasing of Lots shall be governed by the restrictions imposed by this Article. *Except as otherwise provided herein, leasing of Lots after the Effective Date of this amendment shall be prohibited.*

Section 2. Definitions.

- A. "**Grandfathered Owner**" means an Owner of a Lot who is lawfully leasing his or her Lot on the Effective Date. Grandfathering shall apply only to the Lot owned by that Grandfathered Owner on the Effective Date. Grandfathering hereunder shall continue only until the earlier of: (1) the date the Grandfathered Owner conveys title to the Grandfathered Lot to any other person (other than the Owner's spouse), or (2) the date that all current occupants of the Grandfathered Owner's Lot vacate and cease to occupy the Lot. Upon the happening of either event, the Lot shall automatically lose grandfathering hereunder.

- B. "**Grandfathered Lot**" means the Lot owned by a Grandfathered Owner on the Effective Date hereof.
- C. "**Leasing**" means the regular, exclusive occupancy of a Lot by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner, or (2) a person who occupies the Lot with the Owner or parent, child or spouse of the Owner occupying the Lot as his or her primary residence.

Section 3. Leasing Permit and Restriction. No Owner of a Lot may lease his or her Lot unless: (1) the Owner is a Grandfathered Owner, or (2) the Owner is not a Grandfathered Owner but has received a hardship leasing permit from the Board as provided below.

- A. **Hardship Leasing Permits.** If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board shall have the authority to issue or deny requests for hardship leasing permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship, (2) the harm, if any, which will result to the Community if the permit is approved, (3) the number of hardship leasing permits which have been issued to other Owners, (4) the Owner's ability to cure the hardship, and (5) whether previous hardship leasing permits have been issued to the Owner.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) an Owner dies and the Lot is being administered by his or her estate; or (3) an Owner takes a leave of absence or temporarily relocates out of the metropolitan-Atlanta area and intends to return to reside in the Lot within one (1) year.

Hardship leasing permits shall be valid only as to a specific Owner and Lot and shall not be transferable to other Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor-in-title). Hardship leasing permits shall be valid for a term approved by the Board, not to exceed one (1) year. Owners may apply for additional hardship leasing permits at the expiration of a hardship leasing permit, if the circumstances warrant.

Hardship leasing permits shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her Lot within ninety (90) days of the permit having been issued; or (3) the failure of an Owner to have his or her Lot leased for any consecutive ninety (90) day period thereafter.

Section 4. Leasing Provisions. Leasing which is authorized hereunder shall be governed by the following provisions:

- A. **Notice.** At least seven (7) days before entering into a lease, the Owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form of that lease. If a lease is disapproved, the Board shall notify the Owner of the action to be taken to bring the lease in compliance with the Declaration and any Association rules.
- B. **General.** Lots may be leased only in their entirety; no rooms or fractions of Lots may be separately leased without prior written Board approval. All leases shall be in writing and in a

form approved by the Board prior to the effective date of the lease. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of one (1) year, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Lot, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Lot. The Owner must provide the lessee copies of the Declaration, Bylaws, and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; rather, the Board's approval shall be limited to the form of the proposed lease.

- C. Liability for Assessments; Compliance.** Each Owner covenants and agrees that any lease of a Lot shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) Compliance with Declaration, Bylaws, and Rules and Regulations. The Owner and lessee shall comply with all provisions of the Declaration, Bylaws and Association rules and shall control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and Association rules, and shall be responsible for all violations by such occupants, notwithstanding the fact that such Occupants are fully liable and may be sanctioned for any such violation.

If a Lot is leased or occupied in violation of this Article or if the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee and/or the Owner and to suspend all voting and/or Common Property use privileges of the Owner, Occupants and unauthorized tenant(s).

If a Lot is leased or occupied in violation of this Paragraph, the Association may require the Owner to evict the tenant. If the Owner, lessee, or a person living with the lessee, violates the Declaration, Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of the lease and shall authorize the Owner or the Association, as more fully described herein, to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. Alternatively, the Association may require the Owner to evict the violating tenant. If the Association proceeds to evict the lessee, any costs, including reasonable attorney's fees actually incurred and court costs associated with the eviction shall be an assessment and lien against the Lot.

(ii) **Use of Common Property.** The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property, including, but not limited to, the use of any and all recreational facilities.

(iii) **Liability for Assessments.** When an Owner who is leasing his or her Lot fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Section 5. This Paragraph shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

2.

Paragraph 4 of the Declaration is hereby amended by adding the following Section 4.1.7 thereto:

IN WITNESS WHEREOF, the undersigned officers of Thornbrook Homeowners Association, Inc., hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the Association and its membership, with any required notices duly given.

[SIGNATURES CONTINUED ON NEXT PAGE]

This 7 day of July, 2005.

**THORNBROOK HOMEOWNERS
ASSOCIATION, INC.**

Sworn to and subscribed to before
me this 7 day of July,
2005.

By: Herbert D. Davies (Seal)
President

Raymond L. Cunningham
Witness

Attest: Bly W. Madue (Seal)
Secretary

Charlotte E. Smallwood

[CORPORATE SEAL]

Notary Public

[Notary Seal]



422529 (6373.002)



Return Recorded Deed to:
Shaward A. Sparks, III
875 South Terrace
115 Perimeter Center Plaza
Atlanta, Georgia 30348
(404) 360-8009

Cross Reference to:
Deed Book 7805, Page 140

11.00
pl

STATE OF GEORGIA,
COBB COUNTY.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR THORNBROOK SUBDIVISION**

This First Amendment to the Declaration of Covenants, Restrictions and Easements for ThornBrook Subdivision (the "First Amendment"), made this the 27 day of July, 1994, by ThornBrook Development, Inc., a Georgia Corporation ("Declarant");

WITNESSETH, that:

WHEREAS, Declarant is the developer of Phase I of ThornBrook Subdivision; and

WHEREAS, Phase I of ThornBrook Subdivision is subject to certain protective covenants, which were filed November 19, 1993 and recorded at Deed Book 7805, Page 140 of the records of the Superior Court of Cobb County, Georgia (the "Declaration"); and

WHEREAS, Declarant is also the owner of that certain real estate known as Phase II, ThornBrook Subdivision, which is more particularly described upon the attached Exhibit "A," ("ThornBrook Phase II Property"); and

WHEREAS, Declarant desires to extend the protection, benefits and obligations incident to the use of the common areas of ThornBrook Subdivision, along with membership in the homeowners association known as ThornBrook Homeowners Association, Inc. to the residents of ThornBrook Phase II Property; and

WHEREAS, Declarant is permitted to annex additional property pursuant to Section 10.1 of the Declaration;

NOW THEREFORE, Declarant does hereby declare:

1. All of the ThornBrook Phase II Property shall be held, sold and conveyed subject to the Declaration. The Declaration shall run with the ThornBrook Phase II Property, be binding upon all parties having any right, title, or interest in the ThornBrook Phase II Property or any part thereof, and shall, subject to the limitations contained herein, inure to the benefit of all subsequent owners of ThornBrook Phase II Property, along with their heirs, grantees, distributees, successors and assigns and to the benefit of the Association.

case superior court clerk

Jay C. Stephenson

94 AUG 22 PM 3:14

FILED AND RECORDED

BK843660246

2. Except where otherwise defined in this First Amendment, all terms shall have the same meaning as they do in the Declaration.
 3. The ThornBrook Phase II Property shall be subject to all of the provisions, responsibilities and obligations of the Declaration in the same manner as is the real estate defined in Section 1.14 of the Declaration.
 4. All other terms, conditions, covenants and restrictions in the Declaration shall remain in full force and effect.
- IN WITNESS WHEREOF, Declarant has caused this First Amendment to be duly executed and sealed the day and year first above written.

Signed, sealed and delivered in our presence this 27 day of July, 1994.
By: [Signature]
Witness
B. Wilmont Williams, President
THORNBROOK DEVELOPMENT, INC.

My commission expires: _____
Notary Public
[Signature]
Secretary/Assistant Secretary
(CORPORATE SEAL)



BK843660247

EXHIBIT A

[TRACT II]

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 204 and 229 of the 16th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the northern right-of-way line of Ebenezer Road with the western right-of-way line of L & N Railroad (having a 100-foot right-of-way width); run thence in a generally northeasterly direction along said western right-of-way line of L & N Railroad the following courses and distances: along the arc of a 2,595.38-foot radius curve an arc distance of 117.77 feet to a point (said arc being subtended by a chord having a bearing of North 24 degrees 28 minutes 30 seconds East and a length of 117.76 feet); and North 25 degrees 46 minutes 30 seconds East a distance of 31.17 feet to a point; thence leaving said western right-of-way line, run North 29 degrees 26 minutes 15 seconds West a distance of 669.00 feet to an iron pin found; thence North 29 degrees 10 minutes 24 seconds West a distance of 365.34 feet to a point, said point being the TRUE POINT OF BEGINNING. FROM SAID TRUE POINT OF BEGINNING AS ESTABLISHED, run thence North 29 degrees 10 minutes 24 seconds West a distance of 381.88 feet to an iron pin set; thence North 39 degrees 03 minutes 41 seconds East a distance of 534.00 feet to an iron pin set located on the southern right-of-way line of proposed Janice Drive Extension (having a 50-foot right-of-way width); run thence along said right-of-way line the following courses and distances: along the arc of a 226.56-foot radius curve an arc distance of 80.23 feet to a point (said arc being subtended by a chord having a bearing of South 82 degrees 14 minutes 16 seconds East and a length of 80.03 feet); and South 89 degrees 16 minutes 58 seconds East a distance of 0.31 feet to a point; thence along the arc of a 282.51-foot radius curve an arc distance of 273.37 feet to a point (said arc being subtended by a chord having a bearing of North 62 degrees 59 minutes 57 seconds East and a length of 262.83 feet); thence leaving said right-of-way line run South 29 degrees 56 minutes 07 seconds East a distance of 162.14 feet to a point; thence along the arc of a 198.51-foot radius curve an arc distance of 29.53 feet to a point (said arc being subtended by a chord having a bearing of South 85 degrees 12 minutes 24 seconds West and a length of 29.51 feet); thence South 09 degrees 03 minutes 19 seconds East a distance of 149.78 feet to a point; thence South 67 degrees 26 minutes 42 seconds West a distance of 48.29 feet to a point; thence South 61 degrees 27 minutes 20 seconds West a distance of 49.51 feet to a point; thence South 39 degrees 50 minutes 12 seconds West a distance of 24.82 feet to a point; thence South 65 minutes 00 minutes 03 West a distance of 102.65 feet to a point; thence South 70 degrees 57 minutes 37 seconds West a distance of 153.84 feet to a point; thence South 36 degrees 57 minutes 41 seconds West a distance of 79.95 feet to a point; thence South 02 degrees 32 minutes 58 seconds West a

Exhibit A - Page 1 of 2 Pages

BK8436PG0248

distance of 80.59 feet to a point; thence South 23 degrees 02 minutes 25 seconds East a distance of 39.09 feet to a point; thence South 37 degrees 16 minutes 47 seconds East a distance of 88.13 feet to a point; thence South 53 degrees 07 minutes 20 seconds West a distance of 267.28 feet to a point, said point being the TRUE POINT OF BEGINNING.

The above-described property is shown as Tract II containing 6.007 acres and is more particularly shown on that certain Plat of Survey for Thornbrook Development, Inc. prepared by Carlton Rakestraw, Jr., Georgia Registered Land Surveyor No. 2236, Carlton Rakestraw & Associates, dated March 15, 1993, last revised June 16, 1994, which plat is incorporated by this reference and made a part of this description.

Exhibit A - Page 2 of 2 Pages

BK8436PG0249



