

Deed Book 58235 Pg 183  
Filed and Recorded Dec-07-2017 02:35pm  
2017-0343871  
Real Estate Transfer Tax \$0.00  
**CATHELENE ROBINSON**  
Clerk of Superior Court  
Fulton County, Georgia

After Recording Return to:  
Morris, Manning & Martin, L.L.P.  
990 Hammond Drive  
Suite 300  
Atlanta, Georgia 30328

Cross Reference:  
Declaration recorded at  
Deed Book 56303, Page 248  
Fulton County, Georgia Records

**FIRST AMENDMENT TO  
DECLARATION OF  
COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
VOYSEY @ ALPHARETTA DOWNTOWN  
FULTON COUNTY, GEORGIA**

This First Amendment to Declaration of Covenants, Restrictions and Easements for Voysey @ Alpharetta Downtown is made and entered into this 7<sup>th</sup> day of December, 2017, by NEWHALL LAND CO., , a Georgia corporation (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has filed of record that certain Declaration of Covenants, Restrictions and Easements for Voysey @ Alpharetta Downtown recorded at Deed Book 56303, Page 248, Fulton County, Georgia Records (said Declaration being herein referred to as the "Declaration"); and

WHEREAS, the Declarant desires to amend certain provisions contained within the Declaration;  
and

WHEREAS, pursuant to Article XII of the Declaration, until the termination of the Development Period, the Declaration may be amended by Declarant, who may unilaterally amend for any purpose; and

WHEREAS, the Development Period has not yet been terminated;

NOW THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Easements and Agreements Regarding Specific Lots

Article IV shall be amended to add the following:

Section 3. Easements and Agreements Regarding Specific Lots.

(a) Lots 21, 22, 23 and 24. Declarant, the Association, every Owner or occupant of a Lot, and all Members shall have a non-exclusive right and easement of enjoyment and use (the "21-24 Easement") in and to the easement area on lots 21, 22, 23 and 24 as the same is depicted on the land survey attached hereto as Exhibit "A" and incorporated herein by reference thereto (the "21-24 Easement Area"), and such right and easement shall be appurtenant to, and shall pass with, the title to the Lot(s) owned by each Owner. The right and easement of enjoyment and use the 21-24 Easement is and shall be subject to the

right of the Association to promulgate reasonable rules and regulations regarding the use thereof, and the right of the Association, as provided in the Bylaws, to suspend the enjoyment rights of the Owner(s) of any Lot during any period in which any assessment which is due to the Association from such Owner remains unpaid, and for such period as the Board of Directors may consider appropriate for any infraction of its rules and regulations.

(b) Lots 17 and 18. Owners and occupants of Lots 17 and 18, and their successors in-interest, shall have a continuing and permanent easement (the "Lot 17-18 Easement"), for their benefit, without limitations regarding time or frequency of usage thereof, on, over, and across those portions of Lots 17 and 18 that are located adjacent to the common boundary line of Lots 17 and 18 and as further depicted on the land survey attached hereto as Exhibit "B" and incorporated herein by reference thereto (the "Lots 17-18 Easement Area"), for ingress and egress to and from the Common Area behind Lots 17 and 18. Usage of the Lot 17-18 Easement shall be exercised with a minimum amount of interference to the quiet enjoyment of Owners of the burdened Lot, and the Lots 17-18 Easement Area shall remain accessible to the Owners of Lots 17 and 18.

(c) Lots 22 and 23. Owners and occupants of Lots 22 and 23, and their successors in-interest, shall have a continuing and permanent easement (the "Lot 22-23 Easement"), for their benefit, without limitations regarding time or frequency of usage thereof, on, over, and across those portions of Lots 22 and 23 that are located adjacent to the common boundary line of Lots 22 and 23 and as further depicted on the land survey attached hereto as Exhibit "C" and incorporated herein by reference thereto (the "Lots 22-23 Easement Area"), for ingress and egress to and from the 21-24 Easement as described herein above. Usage of the Lot 22-23 Easement shall be exercised with a minimum amount of interference to the quiet enjoyment of Owners of the burdened Lot, and the Lots 22-23 Easement Area shall remain accessible to the Owners of Lots 22 and 23.

Except as specifically amended herein, all capitalized terms contained herein have the meaning ascribed to them in the Declaration and the Declaration shall remain unchanged and in full force and effect.

(SIGNATURES COMMENCE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized officer on the day and year set forth below.

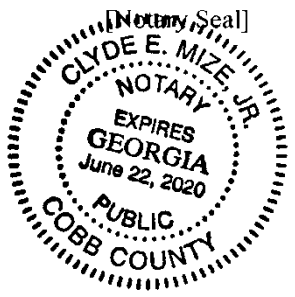
Signed, sealed and delivered this  
7<sup>th</sup> day of December, 2017,  
in the presence of:

**NEWHALL LAND CO.,**  
a Georgia corporation

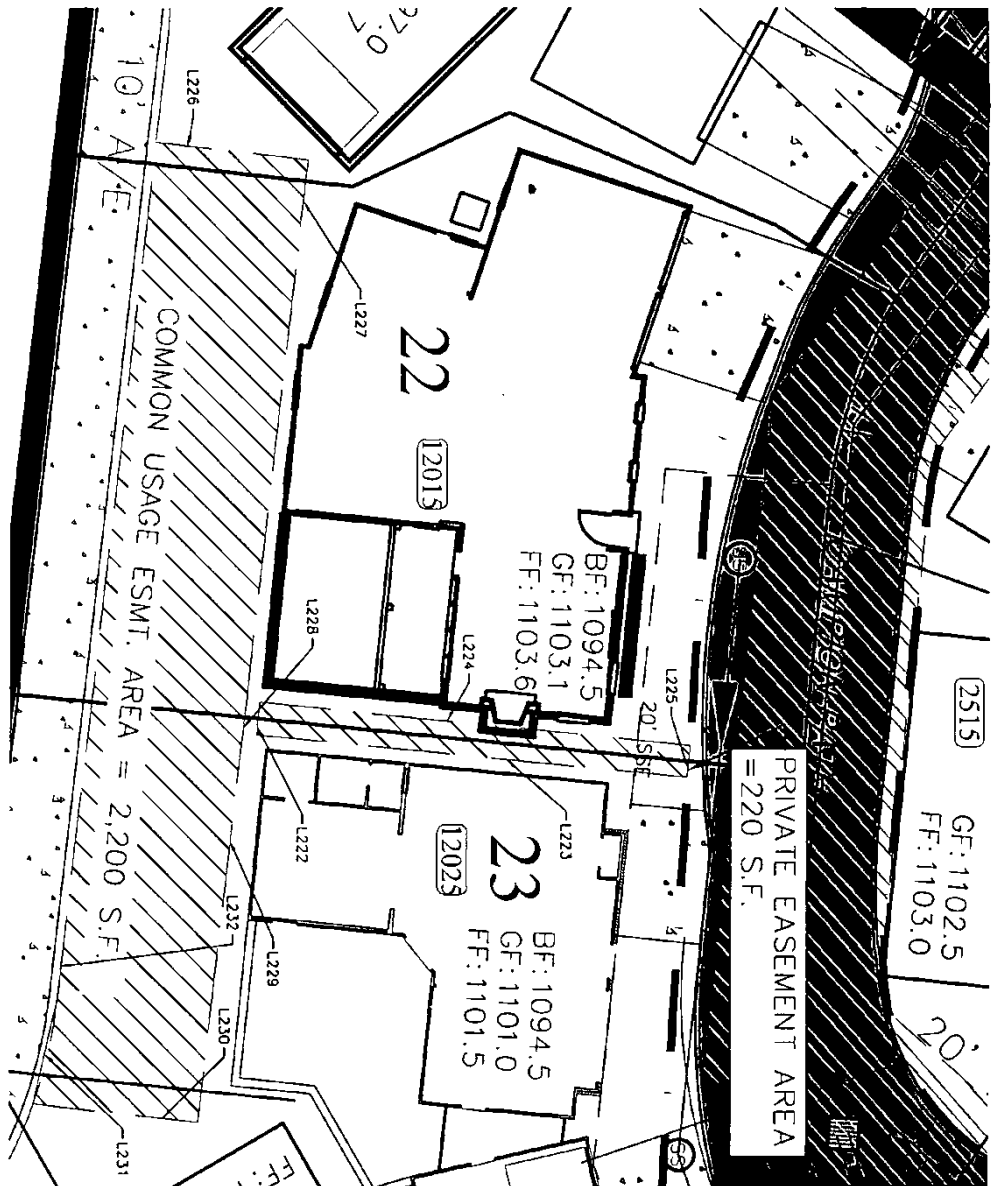
Jennifer A. Collier  
Witness

BY: [Signature] (SEAL)  
Name: James W. Donnelly, Jr.  
Title: President

[Signature]  
Notary Public



# Exhibit "A"



PRIVATE EASEMENT AREA  
= 220 S.F.

COMMON USAGE ESMT. AREA = 2,200 S.F.



Parcel Line Table		
Line #	Length	Direction
L222	4.00	S84° 15' 36.31"E
L223	52.33	S5° 44' 23.69"W
L224	52.33	S5° 44' 23.69"W
L225	4.00	S84° 15' 36.31"E

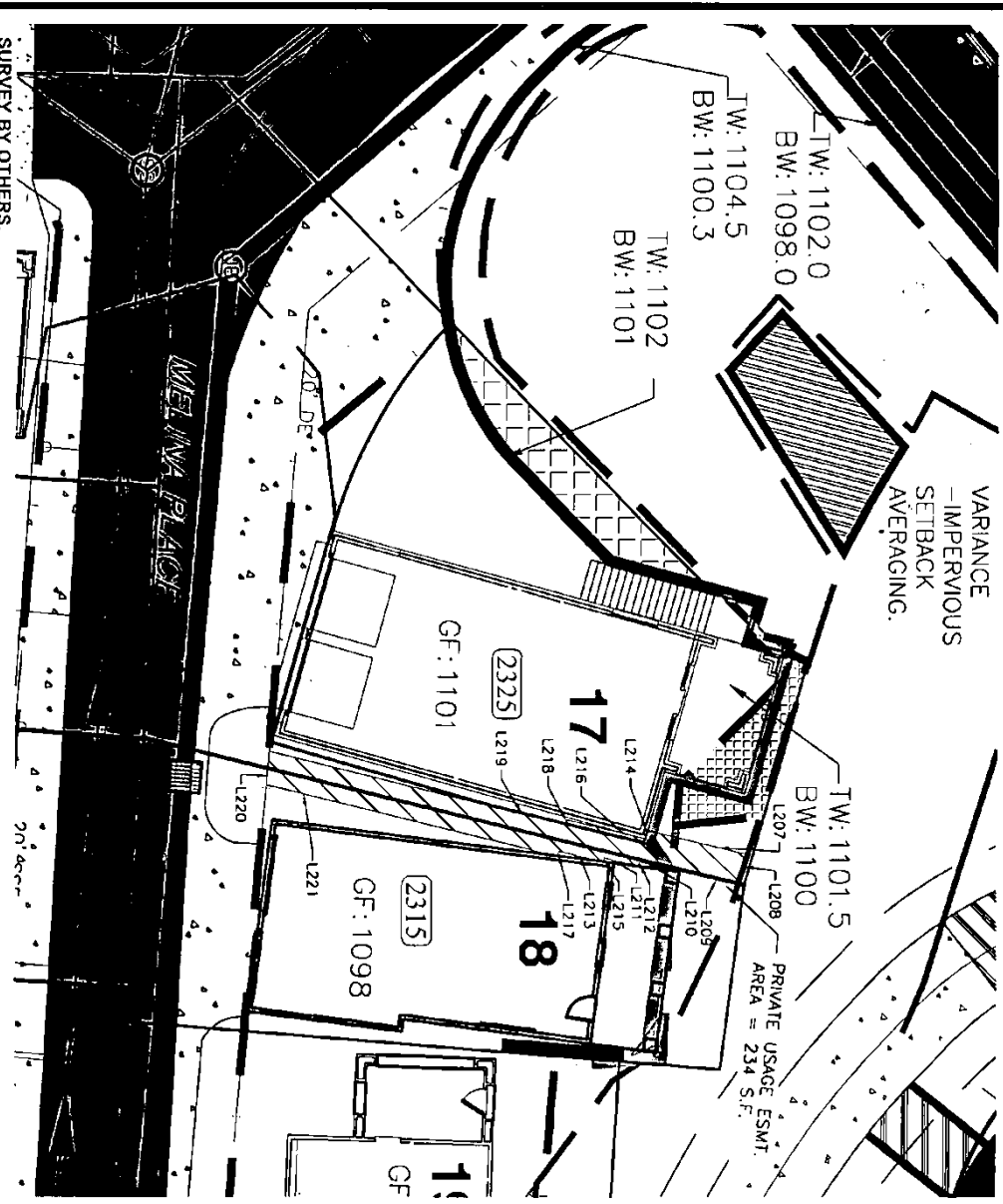
Parcel Line Table		
Line #	Length	Direction
L226	18.62	S6° 30' 29.06"W
L227	66.28	N83° 29' 30.94"W
L228	4.00	S83° 29' 30.94"E
L229	47.42	N83° 29' 30.94"W
L230	20.04	S6° 30' 29.06"W
L231	13.22	S77° 18' 48.31"E
L232	114.69	N83° 29' 30.94"W

SURVEY BY OTHERS.  
RESPONSIBLE PARTY:  
OWNER/DEVELOPER  
DON DONNELLY  
NEWHALL LAND CO, INC.  
2974 HARDMAN CT NE  
ATLANTA, GA 30305

PREPARED BY:  
ABBOTT CONCEPTS & DESIGN, INC.  
3469 LAWRENCEVILLE, HWY  
TUCKER, GA 30084

EXHIBIT "LOT 22 & 23"  
VOYSEY AT ALPHARETTA DOWNTOWN  
FULTON COUNTY LANDLOT 748 OF 2ND DISTRICT -  
11855 HAYNES BRIDGE ROAD

Exhibit "B"



Parcel Line Table			
Line #	Length	Direction	
L207	7.30	N13° 52' 29.36"E	
L208	4.00	S72° 38' 02.77"E	
L209	7.05	S13° 48' 39.26"W	
L210	5.13	S13° 48' 39.26"W	
L211	4.26	S13° 48' 39.26"W	
L212	0.56	S76° 11' 20.74"E	
L213	5.60	S13° 48' 39.26"W	
L214	1.05	N74° 28' 08.51"W	
L215	0.49	S76° 11' 20.74"E	
L216	9.86	N13° 48' 39.26"E	
L217	0.64	S76° 11' 20.74"E	
L218	0.64	N76° 11' 20.74"W	
L219	37.25	N13° 48' 39.26"E	
L220	4.05	N85° 03' 30.47"W	
L221	36.63	S13° 48' 39.26"W	



RESPONSIBLE PARTY:  
 OWNER/DEVELOPER  
 DON DONNELLY  
 NEWHALL LAND CO, INC.  
 2974 HARDMAN CT NE  
 ATLANTA, GA 30305

PREPARED BY:  
 ABBOTT CONCEPTS & DESIGN, INC.  
 3469 LAWRENCEVILLE HWY  
 TUCKER, GA 30084

EXHIBIT "LOTS 17 & 18"  
 VOYSEY AT ALPHARETTA DOWNTOWN  
 FULTON COUNTY LANDLOT 748 OF 2ND DISTRICT -  
 11855 HAYNES BRIDGE ROAD

Exhibit "C"



SURVEY BY OTHERS.  
 RESPONSIBLE PARTY:  
 OWNER/DEVELOPER  
 DON DONNELLY  
 NEWHALL LAND CO, INC.  
 2974 JARDMAN CT NE  
 ATLANTA, GA 30305

PREPARED BY:  
 ABBOTT CONCEPTS & DESIGN, INC.  
 3469 LAWRENCEVILLE, HWY  
 TUCKER, GA 30084

Parcel Line Table		
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L222	4.00	S84° 15' 36.31"E
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L231	13.22	S77° 18' 48.31"E
L232	114.69	N83° 29' 30.94"W



EXHIBIT "LOT 22 & 23"  
 VOYSEY AT ALPHARETTA DOWNTOWN  
 FULTON COUNTY LANDLOT 748 OF 2ND DISTRICT -  
 11855 HAYNES BRIDGE ROAD

After recording please return to:  
Darla Grinstead McKenzie  
Morris, Manning & Martin, L.L.P.  
990 Hammond Drive  
Suite 300  
Atlanta, Georgia 30328  
RE: Voysey @ Alpharetta Downtown Declaration

Cross reference to:  
Deed to Secure Debt  
recorded in DB 56144, Page 397,  
Fulton County, Georgia records

### CONSENT AND JOINDER

The undersigned, The Piedmont Bank, a Georgia state-chartered bank (hereinafter "Lender"), is the holder of that certain Deed to Secure Debt, Assignment of Rents and Security Agreement] executed by Newhall Land Co., a Georgia corporation (hereinafter "Grantor") recorded in Deed Book 56144, Page 397, *et seq.*, Fulton County, Georgia records, as such loan may be previously or hereinafter modified, amended or restated (hereinafter, the "Security Deed").

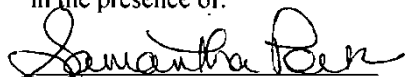
The Lender, acting not as declarant, but in its limited capacity as holder of the Security Deed, does hereby consent to and join in the execution and recording of the 1<sup>st</sup> Amendment of Declaration of Covenants, Restrictions and Easements for Voysey @ Alpharetta Downtown being recorded of even date herewith (hereinafter "Declaration"), PROVIDED THAT ANY MODIFICATION OF OR AMENDMENT TO THE DECLARATION SHALL BE INEFFECTIVE AS AGAINST THE LENDER UNLESS THE LENDER EXPRESSLY CONSENTS THERETO IN WRITING.

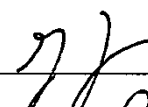
It is the intention and agreement of the Lender, and the effect of this instrument, that the Declaration not be terminated by a subsequent judicial or non-judicial foreclosure under the Security Deed, but rather that the Declaration remain in full force and effect after such foreclosure. The execution by the Lender of this Consent and Joinder shall not be deemed to diminish, impair, limit, repudiate or forgive any obligation of Grantor under the Security Deed or any related loan documents and Grantor shall remain fully liable to Lender for the faithful performance of all obligations thereunder.

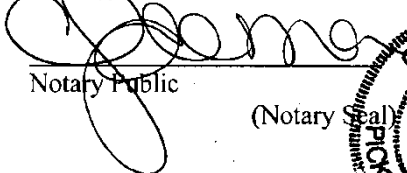
IN WITNESS WHEREOF, the Lender has caused this instrument to be executed under seal by its duly authorized officer as of the 5 day of December, 2017

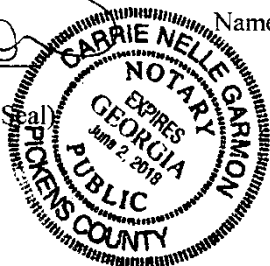
Signed and sealed  
in the presence of:

THE PIEDMONT BANK

  
Witness

BY:   
Name and Title: GREG HRESIV

  
Notary Public



Return to:

**GANEK PC**

D. Mark Seib, Esq.  
197 Fourteenth Street, NW  
Suite 300  
Atlanta, Georgia 30318  
Phone: (404) 892-7300  
File No. MT171434

**LIMITED WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF FULTON

THIS INDENTURE, made the 6th day of December, in the year Two Thousand Seventeen (2017), between TERRIE J. ROOKS, as party or parties of the first part, hereinafter called Grantor, and PHYLLIS J. MENSER (AS TO A 99% UNDIVIDED INTEREST) and SARAH L. CONNELL (AS TO A 1% UNDIVIDED INTEREST), as party or parties of the second part, hereinafter called Grantee (the words, "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION ----- (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 236 of the 17th District of Fulton County Georgia, being residence Unit Number 214 of the Townsend Place Condominium I, as shown on plat of survey dated August 28, 1973, as revised on May 26, 1978, prepared by Thomas M. Lowe, Jr. and Associates, Inc. Consulting Engineers, which plat is recorded in Condominium Plat Book 4, Page 66, Fulton County, Georgia Records, as amended, together with all right, title and interest of the Grantor in said residence and the appurtenances thereto under the Declaration of Covenants, Conditions, and Restrictions and Easement for Townsend Place dated September 24, 1973, recorded in Deed Book 5909, Page 343, aforesaid Records, as amended (hereinafter called Declaration "I") and the Declaration of Condominium for Townsend Place Condominium I dated September 24, 1973, recorded in Deed Book 5909, Page 380, aforesaid Records, as amended (hereinafter called Declaration II), which plats, Declarations and all Amendments thereto, are, by reference incorporated herein and made a part hereof, together with an undivided percentage interest in the Common Elements of Townsend Place Condominium I, (as such Common Elements are defined in said Declaration) equal to 6.14%, together with all right, title and interest of Grantor in said Unit and the appurtenances thereto under said Declarations.