



Commissioners:
Phillip Jackson
Lacey Ragus
Rebecca Patterson
Trey Bodenhamer
Todd Vande Zande
Carolyn Greenall
Robert Trim

**Planning Commission
Meeting Agenda
February 7, 2024 6:30 PM
Council Chambers**

1. Call to Order / Roll Call

2. Election of Officers

3. Announcements

- A. This public meeting is being conducted via the use of real-time telephonic technology, allowing the public simultaneous access to the public meeting. The meeting may be accessed using Facebook Live via the following link: [www.Facebook.com/City of Kennesaw/](https://www.facebook.com/CityofKennesaw/). However, comments made on Facebook Live will not be visible by City staff. If you would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 p.m. the night of the regular meeting. Your comment will be read aloud or grouped into categories for the record. All interested parties may attend the meeting in person with limited seating available at the City Hall Council Chambers and the Ben Robertson Community Center, if needed. Please note that the Planning Commission serves as an advisory board that makes recommendations to the Mayor and Council unless otherwise noted.
- B. Pending zoning applications may be viewed on an interactive map via the Planning & Zoning webpage or using the following link: <https://arcg.is/1q1ubX0>.
- C. New business items on this agenda will be heard by the Mayor and Council on February 19, 2024.

4. Approval of the Meeting Minutes

- A. Approval of Meeting Minutes from December 6, 2023.

5. New Business

- A. **LU2023-03** - Consideration for approval of a land use permit request located at 2358 Whispering Drive as submitted by applicant Marzia Minns. Said request is for obtaining a home occupation business license for baking pastries. Property is zoned RM-8 (Multi-Family Residential), consists of 0.05 +/- acres and lies in land lot 128 tax parcel 335.
- B. **MISC2024-01** - Consideration for approval of a text amendment request as submitted by the City of Kennesaw. Said request is to amend the Unified Development Code, Appendix A," Unified Development Code" Section 2.01.03.06 of said chapter regarding the regulation for the R-10 single-family residential district as submitted by the City of Kennesaw.
- C. **MISC2024-02** - Consideration for approval to adopt the 2024 Official Zoning Map for the City of Kennesaw.

6. Staff Comment

7. Adjourn

**MINUTES OF PLANNING COMMISSION MEETING
CITY OF KENNESAW
Council Chambers
December 6, 2023
6:30 PM**

1. Call to Order / Roll Call

Chairman Bergwall calls the meeting to order at 6:31 p.m.

Roll Call: Commissioner Patterson, Commissioner Greenall, Commissioner Jackson, Commissioner Vande Zande, Commissioner Ragus

Absent: Commissioner Bodenhamer

Staff Present: Darryl Simmons (Zoning Administrator) and Natalie Faustine (Community Development Administrative Assistant)

Applicants Present: Michael Miller (Applicant), Nate Sirang (Applicant), Steve Sirang (Applicant) and Scott Peters (Applicant's Attorney)

2. Announcements

- A. This public meeting is being conducted via the use of real-time telephonic technology, allowing the public simultaneous access to the public meeting. The meeting may be accessed using Facebook Live via the following link: [www.Facebook.com/City of Kennesaw/](https://www.facebook.com/CityofKennesaw/). However, comments made on Facebook Live will not be visible by City staff. If you would like to provide public comment on a specific agenda item, you can email kennesawcouncil@kennesaw-ga.gov no later than 6:00 p.m. the night of the regular meeting. Your comment will be read aloud or grouped into categories for the record. All interested parties may attend the meeting in person with limited seating available at the City Hall Council Chambers and the Ben Robertson Community Center, if needed. Please note that the Planning Commission serves as an advisory board that makes recommendations to the Mayor and Council unless otherwise noted.
- B. Pending zoning applications may be viewed on an interactive map via the Planning & Zoning webpage or using the following link: <https://arcg.is/1q1ubX0>.
- C. New business items on this agenda will be heard by the Mayor and Council on Monday, December 18, 2023.

3. Approval of the Meeting Minutes

A. Approval of Meeting Minutes from November 1, 2023

Chairman Bergwall calls for a motion to approve meeting minutes from November 1, 2023

Motion by Commissioner Vande Zande to approve

Seconded by Commissioner Jackson

Chairman Bergwall proceeds with a roll call for approval

Vote taken, motion unanimously approved 5-0. Motion carried.

4. New Business

Mr. Darryl Simmons requests a motion to change the order of the new business items, so item B is reviewed first and item A is reviewed second.

Chairman Bergwall asks if there are any objections from the Commissioners. Hearing none, he moves forward with item B.

- A. Consideration for approval of a variance application submitted by Kennesaw Square Development, LLC for the properties located at 6997 Keene Street (20016700340), Keene Street (20016603670, 20016701130), 2570 N Cobb Parkway (20016700730, 20016701160), and 2590 Keene Street (20016700420). Case #ZV2023-04.

Mr. Simmons steps up to the podium to briefly introduce the eight variance requests. He points out that a portion of the site is in the Camp McDonald Historic District, so there are two variances that refer to the Historic District Design Standards. Those two variances dealt with the scale and mass of the buildings and the architecture and materials for external walls. Both variances were reviewed by the Historic Preservation Commission and recommended for approval with additional conditions as provided in the action minutes. He discusses with the Commission how to best present and discuss the requests, and decides to go through all of them before voting. Mr. Simmons yields the floor to the applicant to give further details on the requests.

Mr. Scott Peters introduces himself to the Commission and begins to review the variances.

The first variance regards the front set back or build-to line. He explains that if the previously discussed rezoning is approved and the three parcels are rezoned from HGB to CBD, the entire project will be in the Central Business District. It is important to note that there is not a front setback standard within the CBD. It is the staff's responsibility to establish the build-to line to be consistent with the surrounding buildings. As discussed, the real desire for this project is not to match what is already on Cobb Parkway, but to establish a new precedent for Cobb Parkway developments to have the buildings in the front and the parking behind them. The variance request is to establish the build-to line six and a half feet from the property line, as shown on the site plan.

Chairman Bergwall asks if the applicant has been in communication with the National Highway System about the potential right-of-way requirements along the route. Mr. Peters responds that as part of the permitting process, they will have to go through the Department of Transportation to get approvals, and in that process they will be working

with the city's transportation department to advise if there are any planned projects for the future widening of the road. It is the applicant's current understanding that the existing property line and right of way for U.S. 41 provides sufficient space for the future designs that DOT has in place, and if needed they will make accommodations in their final site plan. Chairman Bergwall and Mr. Peters discuss the potential for future projects that may widen Highway 41 and whether this should be considered in the current site plan. Mr. Peters clarifies that the six and a half foot setback will be measured from the property line, not the road. The property line does not go directly up to the street, so it is presumed that there will be more than six and a half feet from the street to the proposed buildings. They continue to discuss the planned development in the area and what those setbacks will look like in comparison.

Commissioner Jackson asks how these proposed buildings will look in comparison to the other buildings along U.S. 41. Mr. Peters responds that they are the first project to redevelop that area, so there will be inconsistency at first, but the goal is to move toward a new design on Cobb Parkway that brings the buildings up to the front. Mr. Simmons adds that as mentioned in the comprehensive plan, they are reestablishing a new standard for Cobb Parkway. He discusses the difficulty of navigating the change in development standards in this area.

Commissioner Greenall asks if a turn lane is going to be built, and Mr. Peters answers that the concept plan does include a new turn lane. Commissioner Greenall asks about the expected traffic pattern for people leaving the complex who need to go north, and Mr. Peters responds by referencing the two points of entry to the property, on Cobb Parkway and King Street. Commissioner Greenall asks if they are anticipating putting a traffic light there due to the volume of cars, and brings up some safety concerns regarding the traffic pattern. Mr. Peters responds that potential traffic issues will be evaluated throughout the development process.

Chairman Bergwall asks if the Commissioners have any other questions or comments. Hearing none, he moves on to review variance two.

Mr. Peters explains that variance two is a request to vary from the Historic District Design guidelines regarding building mass, scale, and form. The Central Business District does not have a height limit, but because this project is within the Camp McDonald Historic District, this project falls under those regulations. Section 4.2.03 of the Historic District Design Guidelines state that there is a three-story maximum. The applicant explains that the intention of the code is to ensure that future buildings match what is existing, and there are no existing structures in this area to match except for apartments that are under construction next door. Those apartments are four and five stories in height, and are at a higher topography. He reiterates that the request is for the buildings for this project to be permitted at a height of four, five, and six stories. This variance request was reviewed by the Historic Preservation Commission on December 6, who recommended approval.

Chairman Bergwall asks if they are going to make changes to the topography, and Mr.

Peters responds that they have not had engineering determine that yet.

Commissioner Jackson asks if it is possible to add a condition that ensures a certain amount of land will go towards the public green space. Mr. Peters responds that once the zoning process is complete, the city and developer will enter a development agreement that will provide those performance standards or obligations. Although the presented plan is conceptual, the applicant will not be allowed to make any substantial deviations from it without going back through the public process to receive the mayor and council's approval. Commissioner Jackson suggests that the approval of the variances should be contingent on a specific park size, as to ensure the park or public space will not be significantly downsized throughout the process. Mr. Simmons responds that this is a conceptual zoning plan, and performance items, such as standards pertaining to acreage, will be part of the development agreement. He clarifies that if this concept gets approved by the mayor and council, then the builder will go into further detail regarding the engineering and design. Commissioner Jackson expresses the importance of green space in the city and Mr. Simmons reassures the Commissioners that if the applicant wishes to vary significantly from the conceptual renderings they are presenting tonight, they will have to go through the approval process again. Mr. Simmons states that the city does not want to imply that any applicant will not follow through on what they present. The fine details of the development proposal cannot be confirmed when all that is presented is a conceptual design, as there are too many elements that have not yet been examined.

Commissioner Patterson asks if it is possible to have the applicant commit a percentage of the space that is being developed to green space. Mr. Peters responds that he understands the Commissioners want some assurance that there will be open public space, but that is something that will be determined on the final site plan, which will also have to go through the public process for approval. Mr. Sirang adds that the developers are aligned in wanting to maximize the public space and acknowledge that having these public spaces is essential for the success of the entire development. Mr. Steve Sirang, CEO of Wilshire Capital, also assures the Commissioners that the size of the proposed park plaza is one of the key features of this development, intended to give the community a place to come together and enjoy the space. He reiterates that the applicant has no interest in reducing the size of the park plaza, and would like to increase it if they have the opportunity.

Chairman Bergwall asks if buildings nine and ten (the parking garage and multifamily residential units) will be apartments or condos, to which Mr. Peters answers that they are presently designed to be apartments. He goes on to discuss the parking garage, stating that there will be 1,100 parking spaces in the garage. 600 of those parking spaces will be restricted for residential use, and 500 will be separate for public parking. Commissioner Greenall asks about the systemization of parking for residents, which is briefly discussed. Mr. Simmons interjects that it is likely that the project will not be built for four or five years, and requests that the Commissioners focus on the requested variances.

Chairman Bergwall asks the applicant to confirm how many stories the building with the rooftop sports complex will be, and the applicant responds that it is six, including the rooftop sports complex.

Chairman Bergwall asks if the Commissioners have any other questions with regard to the request for a variance on the building height. Hearing none, they continue to variance request three, which deals with the minimum floor area.

Mr. Peters explains that for discussion, variances three, five, and six will be grouped together because they all relate to unit size. He notes that variances such as these are seen throughout the Metro Atlanta area, where the ordinances that were written and adopted more than ten years ago regarding apartment sizes conflict with the demand of the market today. In the past, larger apartment sizes were more common, but now there is more of a demand for smaller living areas.

Mr. Peters introduces variance request number three, which is to vary from the 1,000 square foot minimum for condominiums. The request is to reduce that minimum to 725 square feet. He clarifies that the request is specifically for one-bedroom condominium units. Many units would be larger, but they request that the minimum size for one-bedroom condominium units be reduced from 1,000 square feet to 725 square feet.

Variance request five is to reduce the minimum floor area for apartments. The code requires a minimum of 1,000 square feet, but this request is to reduce the minimum floor area to 600 square feet for studio apartments and 725 square feet for one-bedroom apartments.

Variance request six is to allow for a minimum apartment size of 600 square feet, provided that such units shall account for a maximum of ten (10) percent of the total for-rent apartment units. Further, the applicant seeks to allow a total of not more than fifty-five (55) percent of the for-rent apartment units in the project to be less than 850 square feet in size. Mr. Peters explains that this will allow a maximum of ten (10) percent of for-rent apartment units to have the minimum size of 600 square feet and a maximum of forty-five (45) percent of for-rent apartments to have the minimum size of 725 square feet.

Chairman Bergwall asks about a discrepancy in the variance requests from the documents provided to Commissioners to what is being presented. Mr. Peters explains that the applicant increased the proposed minimum square footage based on feedback.

Commissioner Greenall asks how the apartments being built next door compare in size and Mr. Simmons responds that they are about the same size, as they had received similar variances. Mr. Simmons explains that independent research has shown that the consumer demand is for smaller units. Commissioner Greenall asks if they expect the consumer demand to be the same by the time this project is built in four or five years, and Mr. Simmons responds that there is no way to say for sure, but this is expected to be an ongoing trend. Chairman Bergwall comments on the variety of unit sizes in this

project, and Mr. Peters discusses the current trends in apartment size and the related factors.

Chairman Bergwall and Mr. Peters briefly discuss another change that was made to the request. Chairman Bergwall asks if there are any other questions with regard to the minimum floor space for variance requests three, five, and six. Hearing none, they move on to discuss variance request four.

Mr. Peters introduces variance request four. The code states that gross floor area occupied by residential uses shall not exceed seventy-five (75) percent of the total gross floor area of the buildings or individual structures. The applicant is asking to slightly increase that to seventy-eight (78) percent. In other words, the code requires a seventy-five/twenty-five split between residential space and commercial space. However, with the 110,000 square feet of commercial space included in this project, twenty-two (22) percent is calculated to be commercial space and seventy-eight (78) percent is calculated to be residential space. Chairman Bergwall asks if the Commissioners have any questions about this request. Hearing none, they move on to discuss variance request seven.

Mr. Peters introduces variance request seven by showing the Commissioners a site plan depicting the property. He points out the drainage stream running through it, and that some areas of the stream are already piped. From end to end, there is about 150 feet of unpiped stream where the applicant would like to install a pipe that runs down to a large city-owned detention facility. Chairman Bergwall asks about the logistics of piping the open area of stream, and Mr. Peters responds that he is aware of the steps they will need to take and does not anticipate any issues. Mr. Peters points out that this is not a natural stream that should be protected, but rather a drainage stream from one area of the property to another.

Commissioner Jackson brings up a concern about how the stream buffer may affect the size of the park plaza. Mr. Peters responds that a good portion of the stream buffer area is planned to be green space, and no green space will be lost by piping this stream. Chairman Bergwall points out that building on a drainage easement is not allowed, so no buildings or parking structures will be built on top of the pipes.

Chairman Bergwall proposes that the Commission move on to discuss variance request eight. Mr. Peters explains that part of the proposed development is in the Camp McDonald Historic District, so this project is subject to the Historic District Design Standards. The applicant explains the Historic District Design Standards are geared more towards downtown development rather than Cobb Parkway, so it is appropriate for this project to deviate from the Historic District Design Standards. It is important to note that the portion of the Camp McDonald Historic District does not contain any structures, and this variance request was approved by the Historic Preservation Commission.

Chairman Bergwall opens the floor for public comment regarding all variance requests

to no response.

Chairman Bergwall calls for a motion to approve the first variance request. This is a request to vary from the Unified Development Code Section 4.02.03.B.3.a by allowing a 6.5 foot setback on Cobb Parkway.

Motion to approve by Commissioner Ragus

Seconded by Commissioner Patterson

Chairman Bergwall proceeds with a roll call for approval

Vote taken, motion unanimously approved 5-0. Motion carried.

Chairman Bergwall calls for a motion to approve the second variance request. This is a request to vary from the Unified Development Code Section 4.02.03.B.4 regarding building mass, scale, and form in the Central Business District

Motion to approve by Commissioner Vande Zande

Seconded by Commissioner Ragus

Chairman Bergwall proceeds with a roll call for approval

Vote taken, motion unanimously approved 5-0. Motion carried.

Chairman Bergwall calls for a motion to approve the third variance request. This is a request to vary from the Unified Development Code Section 4.02.03.G.1 by reducing the minimum floor area for condominiums from 1,000 square feet to no less than 725 square feet.

Motion to approve by Commissioner Greenall

Seconded by Commissioner Ragus

Chairman Bergwall proceeds with a roll call for approval

Vote taken, motion unanimously approved 5-0. Motion carried.

Chairman Bergwall calls for a motion to approve the fourth variance request. This is a request to vary from the Unified Development Code Section 4.02.03.G.2.b by increasing the the gross floor area occupied by residential use to seventy-eight (78) percent.

Motion to approve by Commissioner Ragus

Seconded by Commissioner Vande Zande

Chairman Bergwall proceeds with a roll call for approval.

Vote taken, motion unanimously approved 5-0. Motion carried.

Chairman Bergwall calls for a motion to approve the fifth variance request. This is a request to vary from the Unified Development Code Section 4.02.03.G.2.c by reducing the minimum floor area for all residential units from 1,000 square feet to 600 square feet for studio units and 725 square feet for one-bedroom units.

Motion to approve by Commissioner Vande Zande

Seconded by Commissioner Greenall

Chairman Bergwall proceeds with a roll call for approval

Vote taken, motion unanimously approved 5-0. Motion carried.

Chairman Bergwall calls for a motion to approve the sixth variance request. This is a

request to vary from the Unified Development Code Section 4.02.03.G.5.d by allowing a minimum apartment size of 600 square feet, provided that such units shall account for a maximum of 10% of the total For-Rent apartment units for the project and to allow a total of not more than 55% of the For-Rent apartment units in the Project to be less than 850 square feet in size.

Motion to approve by Commissioner Ragus

Seconded by Commissioner Patterson

Chairman Bergwall proceeds with a roll call for approval

Vote taken, motion unanimously approved 5-0. Motion carried.

Chairman Bergwall calls for a motion to approve the seventh variance request. This is a request to allow the 150 foot section of exposed stream near the northwestern corner of the property to be piped and to therefore eliminate all stream buffers associated therewith.

Motion to approve by Commissioner Vande Zande

Seconded by Commissioner Ragus

Chairman Bergwall proceeds with a roll call for approval

Vote taken, motion unanimously approved 5-0. Motion carried.

Chairman Bergwall calls for a motion to approve the eighth variance request. This is a request to vary from the Kennesaw Historic District Design Standards, Section 5.4 pertaining to exterior walls, to allow for architectural treatments consistent with the architectural renderings submitted in conjunction with the application. The Historic Preservation Commission recommends approval.

Motion to approve by Commissioner Greenall

Seconded by Commissioner Vande Zande

Chairman Bergwall proceeds with a roll call for approval.

Vote taken, motion unanimously approved 5-0. Motion carried.

- B. Consideration for approval of a rezoning application submitted by Kennesaw Square Development, LLC for the properties located at 2590 Keene Street (20016700420) and 2570 N Cobb Parkway (20016700730, 20016701160) to zone from HGB to CBD. Case #RZ2023-04.

Mr. Simmons explains the first item being discussed is an application to rezone a few parcels that are part of the overall proposal for Kennesaw Square, a 12.3 acre mixed use development. In the proposed project area, there are 3 parcels along Cobb Parkway that are zoned Highway General Business, while the rest are zoned Central Business District. An application was submitted to rezone those HGB parcels to keep the zoning consistent throughout the development. The proposed development will include components of multifamily residential units for sale and for rent, commercial retail space, and a park plaza for the public's utilization. Additionally, there will be a parking garage for residential and public use. The project will have a total of 337 multifamily residential units, with 367,250 gross square feet of building area. There will be a total of 110,000 gross square feet of commercial retail space.

Mr. Simmons goes on to explain that with each proposed multifamily development, the Planning and Zoning Department staff strategically examine the Comprehensive Plan and Future Land Use map,

as well as the density and traffic implications of the proposed development. The Planning and Zoning Department, in cooperation with the city's GIS department, have put together an online zoning dashboard that is intended to give users a visual representation of the zoning data for current zoning applications and projects. Commissioners and the public alike are encouraged to utilize this resource.

Mr. Simmons highlights that this project will provide pedestrian connectivity from Cobb Parkway to Main Street, and that this project will help the city initiate the redevelopment of the Cobb Parkway corridor on the northern side of the city of Kennesaw, as recommended in the Comprehensive Plan. He briefly discusses the history of the properties to be included in this project before yielding the floor to the applicant.

Mr. Michael Miller (Applicant) introduces himself. He states he is with local developer Piedmont Residential, and the applicant, Kennesaw Square LLC, is a joint venture between Piedmont Residential and Concord Wilshire. He introduces Mr. Scott Peters, the attorney representing Kennesaw Square, LLC, and Mr. Nate Sirang of Concord Wilshire.

Mr. Nate Sirang (Applicant) introduces his real estate development company, Concord Wilshire, and tells the Commissioners about their previous and current developments throughout the country. He describes this proposed project as a Cobb Parkway corridor improvement project that is intended to create a destination mixed-use development located along the northeast side of Cobb Parkway. He goes on to explain that the portion of the project that is southeast of the existing King Street right of way is currently zoned Highway General Business, while the portion of the project that is northwest of the existing Keene Street right of way is in the Central Business District. They have requested to rezone the three parcels southeast of Keene Street from HGB to CBD. These three parcels consist of 3.58 acres and are within the Kennesaw Downtown Development Authority, but not the Historic District. It is to be noted that all three parcels have a future land use designation of Community Activity Center, which is consistent with the proposed rezoning.

Mr. Sirang gives further details regarding the development. The proposed project consists of 371 units, 337 of which are designated to be multifamily and 34 are designed to be for-sale condominiums. There are four buildings that are planned to be strictly retail, and five that are planned to be mixed-use, consisting of retail on the first floor and residential units above. He presents conceptual renderings of developments that are similar to their vision for Kennesaw Square, as well as a bird's eye view of the property with the proposed buildings. He describes the variety of amenities and facilities to be included, such as the park plaza, an entertainment center, and a rooftop pool.

Next Mr. Sirang describes the proposed six-story parking garage with a grocery market and other retail space on the first floor and a rooftop sports center. He also presents some building elevation renderings to show what the development would look like from Main Street, Cemetery Street, Summers Street, and Cobb Parkway. He yields the floor.

Commissioner Bergwall asks if there are any public comments regarding the rezoning request. With no response, he moves on to comments by Commissioners. Hearing none, he entertains a motion.

Chairman Bergwall calls for a motion to approve the rezoning application from Kennesaw Square Development LLC to rezone parcels 20016700420, 20016700130, and 20016701160 from Highway General Business to the Central Business District.

Motion to approve by Commissioner Vande Zande

Seconded by Commissioner Ragus

Chairman Bergwall proceeds with a roll call for approval.

Vote taken, motion unanimously approved 5-0. Motion carried.

5. Staff Comment

Mr. Simmons thanks the Commissioners for their service in 2023. Chairman Bergwall announces that this will be his last Planning Commission meeting, and thanks the Commissioners for working alongside him.

6. Adjourn

Chairman Bergwall adjourns at 8:34 p.m.



Item Report

TO: The Planning Commission

FROM: Darryl Simmons, Zoning Administrator

DATE: February 7, 2024

TITLE: **LU2023-03** - Consideration for approval of a land use permit request located at 2358 Whispering Drive as submitted by applicant Marzia Minns. Said request is for obtaining a home occupation business license for baking pastries. Property is zoned RM-8 (Multi-Family Residential), consists of 0.05 +/- acres and lies in land lot 128 tax parcel 335.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. LU2023-03 _2358 Whispering Dr_ApplicationPacket_Redacted
2. LU2023-03 _2358 Whispering Dr NW_StaffAnalysis



Cobb County GIS

R-15

CASE NUMBER

AV
AX
DX
HBR
SLUP
ZV

LU 2023-03

RZ
 AV – Administrative Variance
 AX – Annexation
 DX – De-annexation
 HBR – Historic Board Review
 LU – Land Use
 RZ – Re-zoning
 SLUP – Special Land Use
 ZV – Variance

LAND USE OR ZONING

FROM TO

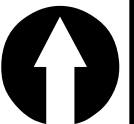
R-10	ZONING
99	LAND LOT

KENNESAW CITY LIMITS
 COBB COUNTY

2358 Whispering Drive
Land Lot 128, Tax Parcel 335



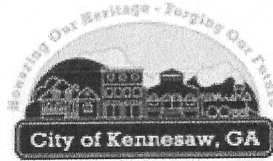
Subject Property



CITY OF KENNESAW
PLANNING & ZONING DEPT.
770-590-8268

Doris Esterling
 MAYOR
Lee Murray
 CITY CLERK

Scale: 1" = 200'
 Print Date: 12/26/2023
 LU2023_000



LU2023-03

LAND USE & SPECIAL LAND USE APPLICATION

Required Fee \$250.00

Date Received 11/29/2023

Staff's Initials NF

☐ LAND USE APPLICATION

☒ SPECIAL LAND USE APPLICATION

Is this property located within the Kennesaw Historic District (yes) ☒ (no) ☐

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.
(Applicant or agent must be present at all public hearings)

Date of Consultation 10/18/2023

Staff's Initials NF

PURPOSE OF LAND USE REQUEST COOKING AND BAKING TO
SELL I.E. FARMERS MARKETS, COFFEE STOPS

LAND USE PROPERTY ADDRESS 2358 WHISPERING DR. NW KENNESAW
GA 30144

Land Lot 128 Tax Parcel 335 Lot Size Current Zoning

APPLICANT MARZIA MINNS

APPLICANT EMAIL [REDACTED]

Applicant address 2358 WHISPERING DRIVE NW KENNESAW GA
30144

(Home#) (Fax#) (Work#)

(Cell# [REDACTED])

Applicant Signature [Signature]

Signed, sealed and delivered in presence of: [Signature]

Notary Date 11/14/23

REPRESENTATIVE

(Fax #) (Work#) (Cell#)

Representative Signature

Signed, sealed and delivered in presence of:

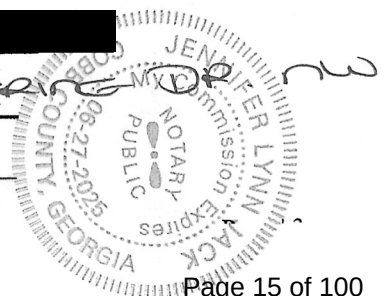
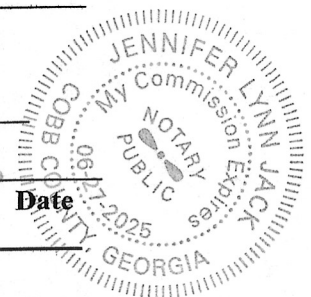
Notary Date

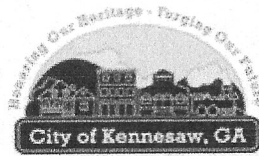
TITLEHOLDER: MARZIA MINNS Telephone: [REDACTED]

Signature: [Signature] Address: 2358 WHISPERING DR NW

Signed, sealed and delivered in presence of: [Signature]

Notary Date 11/14/23





PLEASE TAKE NOTICE

That the undersigned has applied to the Planning Commission and Mayor and Council of the City of KENNESAW for the following:

The property referred to is located at:

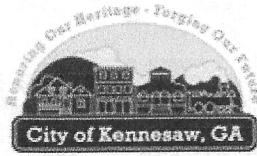
2358 Whispering Drive (20012803350)

and is within a 200-foot radius of your property. It is described as Land Lot 128 20th District, 2nd Section, Tax Parcel 335 in the City of Kennesaw.

The said application will come up for hearing before the Planning Commission on 01.03.2024 at 6:30 p.m., and the Mayor and Council on I 3 at 6:30 p.m. in the City Hall Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, Georgia. You may appear in person or by attorney and may present any objections, which you may have to the granting of this request. All documents relating to this application are enclosed for your review. The applicant, by order of the Planning Commission, Mayor and Council, sends this notice to you.

Dated 11.13.2023

Signed by the owner or applicant



CERTIFICATION AUTHORIZATION

I hereby attest to the fact that a certified mailing to property owners within 200 feet was sent out

on or before November 17, 2023 in accordance with the application requirements.

DECEMBER 15, 2023

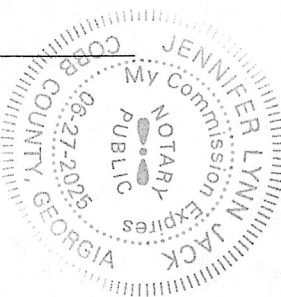
11.14.2023

Date

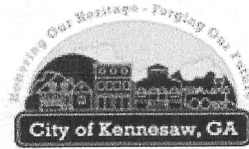
Applicant or Authorized Agent Signature

Sworn and subscribed before me this 14 day of Nov. 20 23

Notary Public



20500 additional page for explanation.



Section 2100, Part 5 Standards for Decisions – Only Land Use Permits

Land Use Permits may be granted in such individual cases based on the standards for decisions as follows, please comment using additional pages if necessary.

COMMENTS:

(1) Safety, health, welfare, and moral concerns involving the surrounding neighborhoods.	minimal - see Impact
(2) Parking and traffic considerations.	None - see additional page
(3) Number of non-related employees.	NONE
(4) Number of commercial and business deliveries.	None - minimal
(5) The City's general presumption that residential neighborhoods should not allow non-compatible business uses.	
(6) Compatibility of the business use to the neighborhood.	Very compatible
(7) Hours of operation.	Variable, depends on the demand.
(8) Existing business uses in the vicinity.	Yes, my friend has a "B" business license.
(9) Effect on property valued of surrounding property.	None
(10) Circumstances surrounding neighborhood complaints.	None thus far.
(11) Intensity of the proposed business use; and	Variable, I want to make small batches
(12) Location of use within the neighborhood.	Indicated on survey attached.

* I do not plan on mass baking.

1. Minimal to No Impact: I plan on baking small amounts of baked goods to sell at markets i.e., Farmers Markets - Woodstock, Marietta.
2. None: All the goods made by me in my home will be transported by me to the location where it will be sold. No customers or vendors will be coming to my home.
3. None
4. Minimal to None: As I will be purchasing most supplies in person, there will be few orders coming straight to my home. If I do place an online order, it will be from Amazon and only if I am unable to locate it in a store.
5. Unsure of the question.
6. Most Compatible: As mentioned in prior questions, I will be baking to sell at other locations therefore, there will be no disruption to the community in which I reside. I am using my kitchen to bake goods which I will sell at other locations.
7. Variable: It all depends on which markets I will sell at and how much baking I would have to do to meet the demand. As I am just starting this business, I do not have an exact number.
8. Yes: My fiancée who lives at this address has a license which references this home as its business address. He uses this address for administrative purposes & receiving his business mail.
9. Home Values will be Unaffected: I will be operating within my home and there will be nothing to allude to my baking business i.e., no signage outside, no customers coming to my home to purchase the baked goods. If it was not for part of the application process requiring that my neighbors need to be notified of my application, then they would never know I am baking from home.
10. None
11. Variable: Since I will be the only person baking in a home kitchen and using equipment designed for home use (referenced in the pictures accompanying the application), my baking will be a small operation. This space is conducive to small batches.
12. Survey: I have highlighted the area on the survey attached.

Please Type or Print

**APPLICATION TO REGISTER A BUSINESS
TO BE CONDUCTED UNDER A TRADE NAME**


Condra Taylor
Clerk of Superior Court Cobb Cty. Ga.

STATE OF GEORGIA
COUNTY OF COBB

The undersigned hereby certifies that (they are) (he, she is) (it is) conducting a business
in the City of Kennesaw, County of Cobb, in the State of Georgia, under the
trade name:

Sugarbush Peach

TRADE NAME
(PLEASE PRINT EXACTLY AS ASSIGNED)

and that the nature of said business is: food industry

and that said business is composed of the following (person) (corporation) or (partnership)

NAME (S)

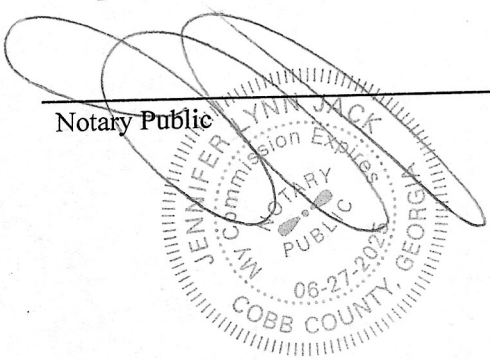
ADDRESS(ES)

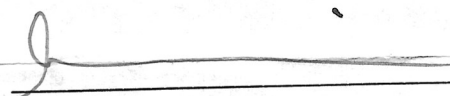
MarziaMinns, LLC

2358 Whispering Dr. NW, Kennesaw, GA 30144

This affidavit is made in compliance with Ga. code annotated, Title 10, Chapter 1, and section 490.
Sworn and subscribed before me.

This 5 day of Oct 2023


Notary Public


Signature

Marzia Minns

Print Name

Signature

Print Name

*Publication is required by law. If you have any questions about publication, contact the Marietta Daily Journal at 770-428-9411

LEGEND:	
IPS	IRON PIN SET
IPF	IRON PIN FOUND
OT	OPEN TOP PIN
CR	CRIMP TOP PIN
RE-BAR	REINFORCING BAR
CRB	CAPPED RE-BAR
CL	CENTERLINE
R/W	RIGHT-OF-WAY
LL	LAND LOT
CONC	CONCRETE
PP	POWER POLE
LP	LAMP POLE
SS	SEWER
FC	FENCE CORNER
W	WATER VALVE
WM	WATER METER
CO	CORROGATED METAL PIPE
CP	CORRUGATED PLASTIC PIPE
RC	REINFORCED CONCRETE PIPE
SE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
FW	FIRE HYDRANT
SWC	SANITARY SEWER CLEANOUT
POB	POINT OF BEGINNING
SWC	SINGLE WING CATCH BASIN
UE	UTILITY EASEMENT
CMF	CONCRETE MONUMENT FOUND
Z	OVERHEAD UTILITY LINE(S)
SSMH	SANITARY SEWER MAN HOLE
DWCB	CATCH BASIN
DI	JUNCTION BOX
DI	DROP INLET
HW	HEAD WALL

SHEET KEY
SHEET 1 - PLAN VIEW
SHEET 2 - ZONING NOTES

This plat is subject to the covenants set forth in the Declaration of Covenants, Restrictions, and Easements for Whispering Lake, dated April 24, 2007, recorded in Deed Book 14481, page 6054, Cobb County, Georgia and the stipulations approved by the Mayor and Council of Kennesaw, Georgia on June 5, 2008.

THE WATER AND SEWER SYSTEMS ARE PRIVATE AND ARE TO BE MAINTAINED BY THE PROPERTY OWNER OR HOA, NOT COBB COUNTY.

TOTAL PHASE 1 AREA
336,814 SQ FT
7.73 ACRES

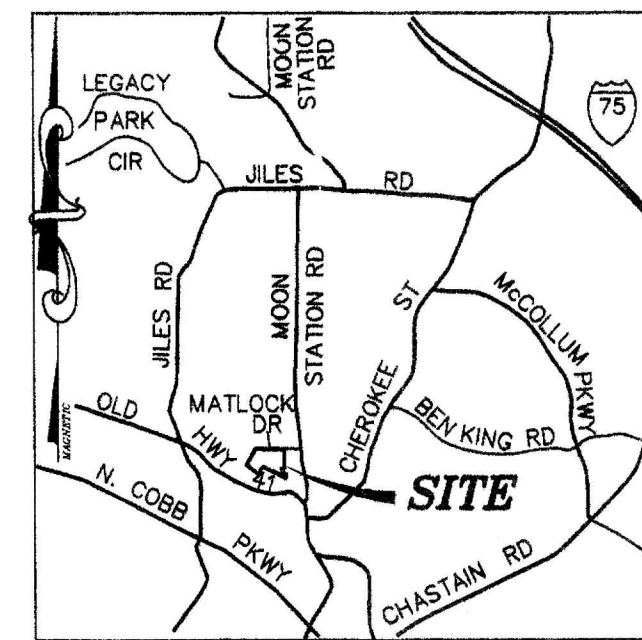
PHASE 1 COMMON AREA
264,949 SQ FT
6.08 ACRES

FINAL PLAT OF: **WHISPERING LAKE AT KENNESAW** **PHASE 1** **A RESIDENTIAL SUBDIVISION** LAND LOT 128 20th DISTRICT, 2nd SECTION COBB COUNTY, GEORGIA CITY OF KENNESAW **EXISTING ZONING: RM-8**

OWNER/DEVELOPER:
PITTSFORD DEVELOPMENT, LLC
6399 POLO CLUB DRIVE
CUMMING, GA 30040
24 HOUR CONTACT
VIC YOUNG 404-433-4113

ROAD CENTERLINE LINE TABLE		
LINE	LENGTH	BEARING
CL1	21.31	S01°38'07"W
CL2	18.40	S40°07'56"W
CL3	180.81	S03°10'18"E
CL4	27.00	S88°05'59"E
CL5	100.15	S88°05'59"E
CL6	188.90	S88°05'59"E
CL7	28.53	N08°32'48"E
CL8	128.42	N28°57'00"E
CL9	63.30	N19°52'22"E
CL10	27.00	S70°07'38"E

ROAD CENTERLINE CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	67.25	100.00	65.99
C2	130.69	175.00	127.87
C3	128.71	175.00	125.83
C4	178.76	120.00	162.89
C5	78.20	200.00	77.71
C6	31.89	200.00	31.65



FLOOD STATEMENT:
PER THE "FIA OFFICIAL FLOOD HAZARD MAP" A PORTION OF THE REFERENCED PARCEL IS IN AN AREA HAVING SPECIAL FLOOD HAZARD. ZONE: X

MAP ID: 1306700380 EFFECTIVE DATE: 12/16/08

OWNERS ACKNOWLEDGEMENT:

Developer hereby certifies and acknowledges as the owner of the land shown on this plat and whose name is subscribed hereon, that this plat was made from an actual survey, and covenants and agrees to convey the private roadway, public areas, recreational and amenity areas and utility and drainage facilities and easements to the Whispering Lake Homeowners Association, Inc., a Georgia nonprofit corporation (the "Association") for their maintenance and upkeep and the purposes expressed herein or in any supplemental documentation. Until such conveyance, their maintenance and upkeep shall remain the responsibility of Developer, its successors, successors-in-title, and assigns. In consideration of the approval of this development plan/plat and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Developer releases and holds harmless the City of Kennesaw from any and all claims, damages, or demands arising on account of the design, construction and maintenance of the property or improvements shown hereon; on account of the roads, fills, embankments, ditches, cross drains, culverts, water mains, sewer lines, and bridges within the proposed private roadway and easements shown; and on account of bodywater, the collection and discharge of surface water, or the changing of courses of streams. All detention/stormwater ponds or storage facilities and related infrastructure are to be owned and maintained by the Developer, or its successors, successors-in-title, and assigns in accordance with Sec. 46-224 of the Kennesaw City Code unless otherwise indicated or accepted by the City of Kennesaw, Georgia. Developer warrants that it owns fee simple title to the property shown hereon and for valuable consideration agrees that the City of Kennesaw shall not be liable to Developer, or its successors, successors-in-title, or assigns, for any claims or damages resulting from the construction or maintenance of cross drain extensions, drains, structures, streets, culverts, curbs, or sidewalks, the changing courses of streams and rivers, flooding from natural creeks and rivers, surface waters and any other matter whatsoever. Developer further warrants that it has the right to sell and/or convey the land and improvements shown on and according to this plat and does hereby bind itself, its successors, successors-in-title, and assigns, and all subsequent owners to defend these undertakings by virtue of these presents.

STOCK LOAN SERVICES, LLC (OWNER OF LOT 4)

FOR ORIGINAL SIGNATURES, SEE PLAT BOOK 272, PAGE 532-533. SIGNATURES

PITTSFORD DEVELOPMENT, LLC (OWNERS OF LOTS 1, 5-11 & 15-37)

SIGNATURE PRINTED NAME DATE

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PLAT BK: 273 PG: 380-381
Filed and Recorded Oct-22-2013 01:09 PM
DQCR: P2013-000205
REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Co. GA.

GENERAL NOTES:

1. INFORMATION REGARDING THE REPORTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING AND AVOIDANCE OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINGUISH THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.
2. RIGHT-OF-WAYS ARE BASED ON CENTERLINES OF EXISTING PATHS OF TRAVEL, UNLESS NOTED OTHERWISE.
3. ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED.

4. PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
5. DEED/PLAT DISCLAIMER: THIS PLAT MAY NOT CONFORM TO THE BEARINGS AND DISTANCES RECORDED ON THE DEED AND/OR PLAT OF RECORD DUE TO SEVERAL FACTORS INCLUDING, BUT NOT LIMITED TO, THE NATURE OF THE ADVANCES IN SURVEYING TECHNOLOGY SUCH AS ELECTRONIC MEASURING DEVICES, MORE PRECISE ANGULAR MEASUREMENTS AND THE ADVENT OF SATELLITE SURVEYING TECHNIQUES USING "GPS" AND "GLONASS" SATELLITE CONSTELLATIONS. SURVEYS USING SATELLITE OBSERVATIONS ARE CORRECTED TO THE GEORGIA WEST STATE PLANE COORDINATE SYSTEM AND USE "GEODETIC" OR "GRID" NORTH AS OPPOSED TO "MAGNETIC" NORTH.

FINAL PLAT OF:

WHISPERING LAKE AT KENNESAW

PHASE 1
20th DISTRICT 2nd SECTION
COBB COUNTY, GEORGIA

LAND LOT 128
LOT BLOCK UNIT
SUBDIVISION PHASE 3

PB 272 PG 532
DB PG
I HAVE THIS DATE EXAMINED THE "FIA OFFICIAL FLOOD HAZARD MAP" AND FOUND THAT BY GRAPHIC PLOTTING ONLY THE REFERENCE PARCEL (IS) IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

MAP ID 1306700380 EFFECTIVE DATE: 12/16/08

DATE 09/26/13

SCALE 1" = 50'

REVISION BY: DATE:

REVISION BY: DATE:

REVISION BY: DATE:

REVISION BY: DATE:

REVISION BY: DATE:

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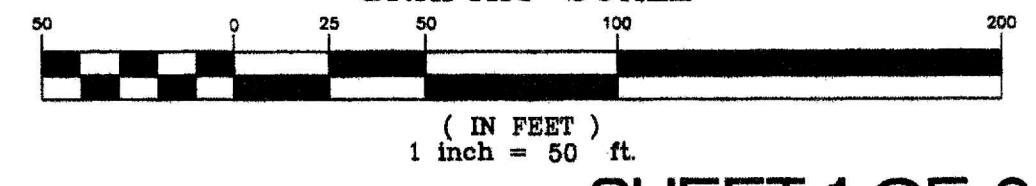
3595 Canton Road
Suite 116, PMB 272
Marietta, GA 30066
Ph. (678) 355-9905
Fax (678) 355-9805

www.frontlinesurveying.com

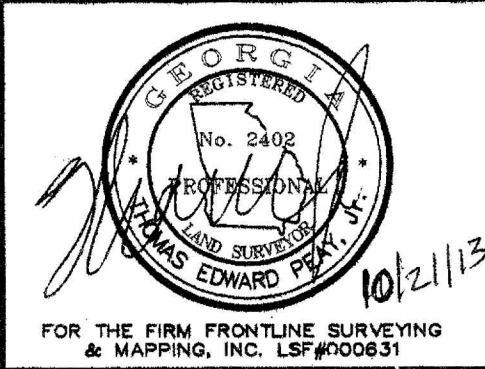
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 10,000 FEET, AN ANGULAR ERROR OF .03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 100,000 FEET. AN ELECTRONIC TOTAL STATION AND A 100' CHAIN WERE USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.

NO N.G.S. MONUMENT WAS FOUND WITHIN 500 FEET OF THIS PROPERTY. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT EXPRESS REPERCUSSION BY THE SURVEYOR NAMING SAID PERSONS OR ENTITY. THESE DOCUMENTS, AS INSTRUMENTS OF SERVICE, REMAIN THE PROPERTY OF FRONTLINE SURVEYING & MAPPING, INC. AND NO PART THEREOF MAY BE USED, COPIED OR REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION. COPYRIGHT © 2012 FRONTLINE SURVEYING AND MAPPING, INC. *** ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED ***

GRAPHIC SCALE



SHEET 1 OF 2

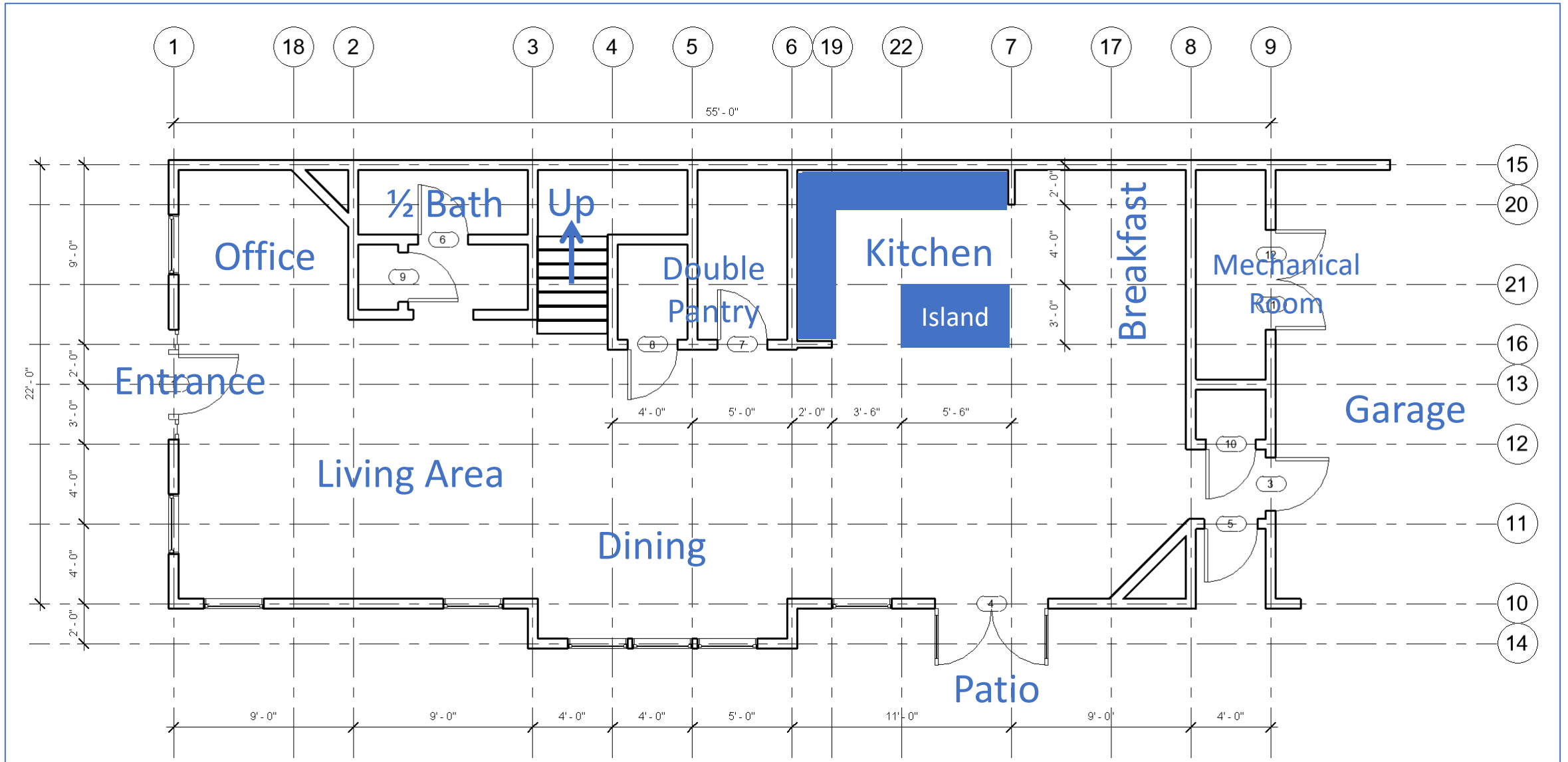


FOR THE FIRM FRONTLINE SURVEYING & MAPPING, INC. LSP#00831

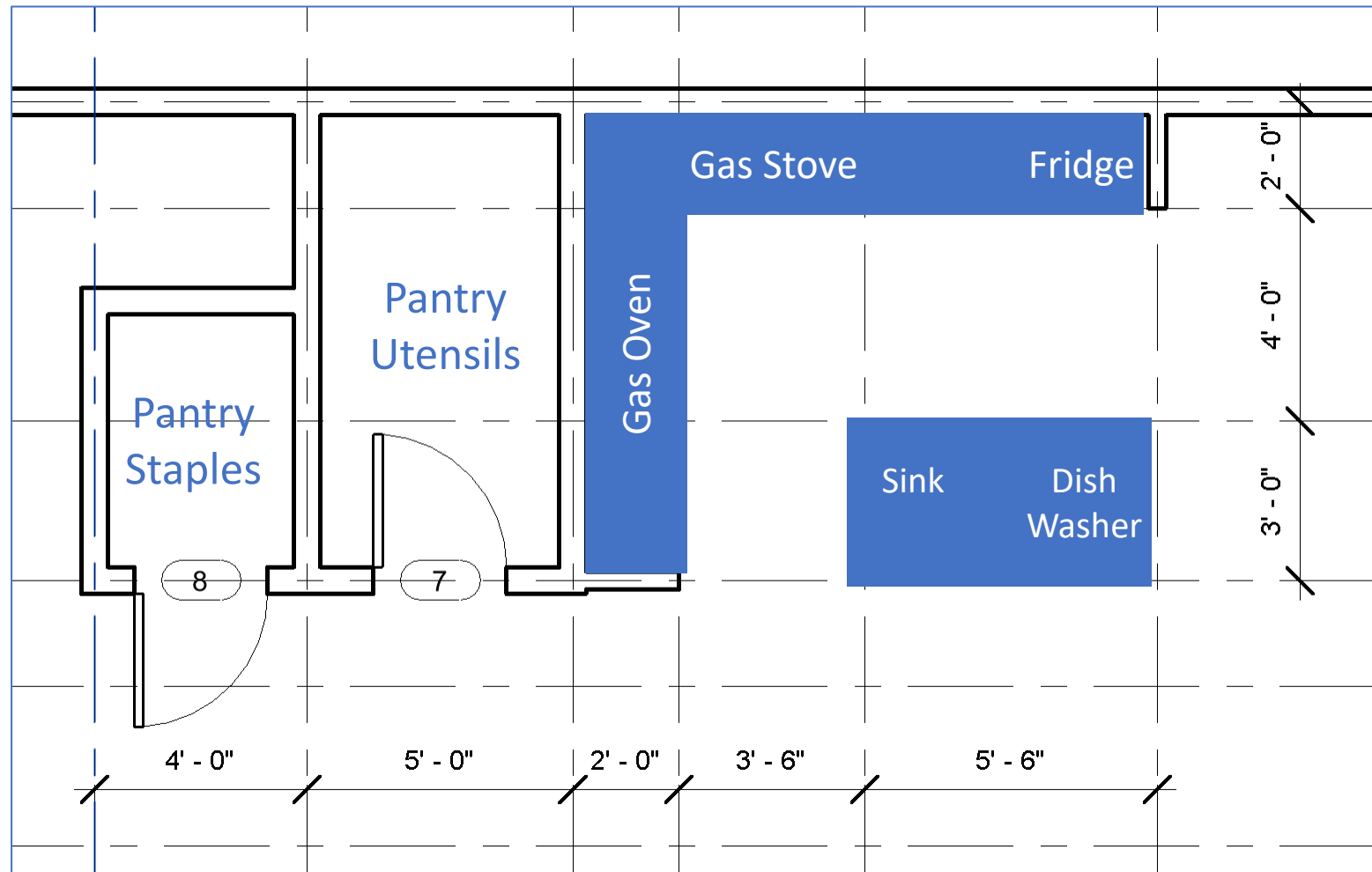
JOB # 47815 PH1 FP

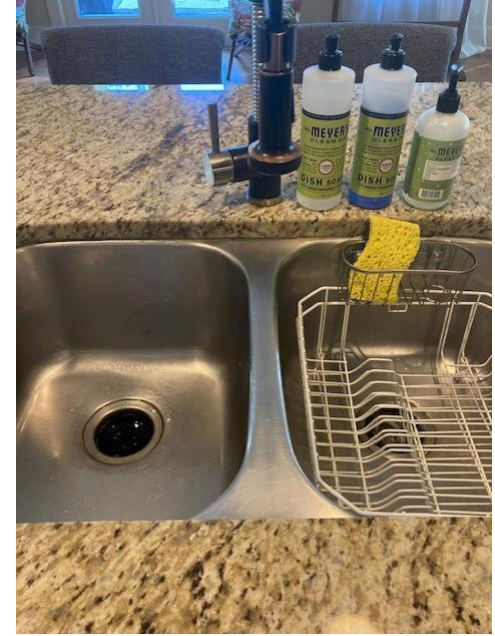
REF: 46016, 47294

1st Floor Plan



Kitchen Layout





Kitchen



Appliances



Pantry and Storage





Equipment



Sausage Rolls



Meat Pies



Koeksisters



Rusks



Milk Tart



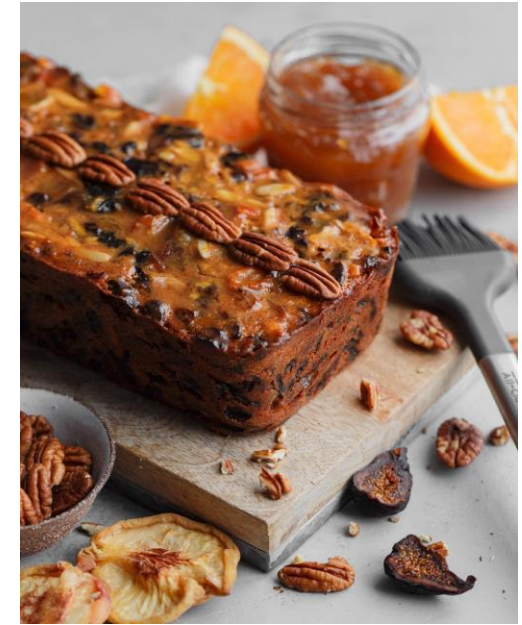
Banana Bread



Fudge



Custard Slices



Fruit Cake



Marzie [REDACTED]

Cottage License

5 messages

Marzie [REDACTED] Tue, Oct 24, 2023 at 1:29 PMTo: "Mike R. Hammel" [REDACTED], >, Shakey Webster
[REDACTED], Helen Johnson [REDACTED], >, [REDACTED]

Dear Board,

I trust this communication finds you well.

I am reaching out as I am applying for a Cottage License with the City of Kennesaw and Cobb County, which would allow me to bake goods from home and sell them at some of the Farmer's Markets in the area like Marietta and Kennesaw. As part of the application process, I am required to have a letter from the HOA stating that they have no concerns. I plan on baking South African pastries, pies, and cakes to sell at various locations as a way of testing the market and hoping that they will be well received! If things move as planned I will be transitioning my kitchen operation to a brick-and-mortar location, in approximately 6 – 12 months. As you might be aware businesses of this kind start with a Cottage License and the reason why the city supports and promotes it.

I appreciate your consideration in this matter and if you need additional information, please feel free to reach out via email [REDACTED] or call directly at my mobile [REDACTED]

I take the opportunity to Thank You for your contributions to the betterment of our community,

Best regards,
Marzia Minns
2358 Whispering Drive NW

Marzie [REDACTED] Fri, Oct 27, 2023 at 8:31 AMTo: "Mike R. Hammel" [REDACTED] Shakey Webster
[REDACTED] Helen Johnson [REDACTED]

Good morning,

Just confirming that you had received my email and if you had any questions. I would appreciate an acknowledgment of receipt of the previous email I sent pertaining to a Cottage License application.

Best regards,
Marzia

----- Forwarded message -----

From: **Marzie** [REDACTED]
Date: Tue, Oct 24, 2023 at 1:29 PM
Subject: Cottage License
To: Mike R. Hammel [REDACTED] Shakey Webster
[REDACTED], Helen Johnson [REDACTED]

Dear Board,

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Best regards,
Marzia Minns
2358 Whispering Drive NW

Mike Hammel [REDACTED] >

Fri, Oct 27, 2023 at 8:46 AM

To: Marzie [REDACTED]

Cc: Shakey Webster [REDACTED] Helen Johnson [REDACTED]

Marzia,

We received your email and will be in touch shortly.

Thanks!

Mike

On Fri, Oct 27, 2023 at 8:31 AM Marzie [REDACTED] wrote:

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Marzia

----- Forwarded message -----

From: **Marzie** [REDACTED]

Date: Tue, Oct 24, 2023 at 1:29 PM

Subject: Cottage License

To: Mike R. Hammel [REDACTED]

Shakey Webster

[REDACTED] Helen Johnson [REDACTED]

Dear Board,

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Best regards,
Marzia Minns
2358 Whispering Drive NW

Marzia Minns-Perez [REDACTED]

Fri, Oct 27, 2023 at 9:12 AM

To: Mike Hammel [REDACTED]

Cc: Shakey Webster [REDACTED], Helen Johnson [REDACTED]

Thank you

Sent from my iPhone

On Oct 27, 2023, at 8:46 AM, Mike Hammel [REDACTED] wrote:

Marzia,

We received your email and will be in touch shortly.

Thanks!

Mike

On Fri, Oct 27, 2023 at 8:31 AM Marzie [REDACTED] wrote:

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Date: Tue, Oct 24, 2023 at 1:29 PM
Subject: Cottage License
To: Mike R. Hammel [REDACTED], Shakey Webster [REDACTED]
[REDACTED] Helen Johnson [REDACTED]

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Best regards,
Marzia Minns
2358 Whispering Drive NW

Shakey Webster [REDACTED]

Mon, Oct 30, 2023 at 10:16 AM

To: Mike Hammel [REDACTED]

Cc: Marzie [REDACTED] Helen Johnson [REDACTED]

Good evening,

The board has approved your request.

On Fri, Oct 27, 2023 at 8:46 AM Mike Hammel [REDACTED] wrote:

Marzia,

We received your email and will be in touch shortly.

Thanks!

Mike

On Fri, Oct 27, 2023 at 8:31 AM Marzia [REDACTED] wrote:

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I take the opportunity to Thank You for your contributions to the betterment of our community,

Best regards,
Marzia Minns
2358 Whispering Drive NW

--
Shakey Webster



EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 128 of the 20th District, 2nd Section, Cobb County, Georgia, being Lot 3, Whispering Lake at Kennesaw. Phase I, as per plat recorded in Plat Book 262, Page 15, Cobb County, Georgia Records, said plat being incorporated herein by this reference and made a part hereof.

Rebecca Keaton

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

When recorded, return to:
HomeServices Lending, LLC
Attn: Final Document Department
7601 Office Plaza Drive North, Suite 125
West Des Moines, IA 50266
855-738-3326

TC160345J
CAMPBELL & BRANNON, L.L.C.
ATTORNEYS AT LAW
1000 JOHNSON FERRY ROAD
BLDG. 400, SUITE 404
MARIETTA, GA 30068

mail

Title Order No.: TC160345J
Escrow No.: TC160345J
LOAN #: 16024571

[Space Above This Line For Recording Data]

14/36

SECURITY DEED

MIN 1012742-0000034704-8
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **March 24, 2016**, together with all Riders to this document.

(B) "Borrower" is **MARZIA MINNS-PEREZ, AN UNMARRIED WOMAN.**

Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **HomeServices Lending, LLC.**

Lender is a **Limited Liability Company,**
Delaware.
Suite 125, West Des Moines, IA 50266

organized and existing under the laws of
Lender's address is **7601 Office Plaza Drive North,**

(E) "Note" means the promissory note signed by Borrower and dated **March 24, 2016.** The Note states that Borrower owes Lender **ONE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED AND NO/100* * * * *** Dollars (U.S. **\$187,200.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **April 1, 2046.**

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



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(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
- ☐ Condominium Rider
- ☐ Second Home Rider
- ☐ Balloon Rider
- ☒ Planned Unit Development Rider
- ☒ Other(s) [specify]
- ☐ 1-4 Family Rider
- ☐ Biweekly Payment Rider
- Waiver of Borrower's Rights Rider**
- ☐ V.A. Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the **County** [Type of Recording Jurisdiction] Of **Cobb**

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".

APN #: 20-0128-0-335-0

which currently has the address of **2358 Whispering Drive NW, Kennesaw,**

[Street] [City]

Georgia **30144**

("Property Address"):

[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.



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BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items,



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unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to



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settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property (as set forth below). Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, making repairs, replacing doors and windows, draining water from pipes, and eliminating building or other code violations or dangerous conditions. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.



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Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.



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13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the



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Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale granted by Borrower and any other remedies permitted by Applicable Law. Borrower appoints Lender the agent and attorney-in-fact for Borrower to exercise the power of sale. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the



LOAN #: 16024571

proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by Applicable Law.

If the Property is sold pursuant to this Section 22, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

25. Assumption Not a Novation. Lender's acceptance of an assumption of the obligations of this Security Instrument and the Note, and any release of Borrower in connection therewith, shall not constitute a novation.

26. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

BORROWER ACCEPTS AND AGREES to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

IN WITNESS WHEREOF, Borrower has signed and sealed this Security Instrument.

Signed, sealed and delivered in the presence of:

MARZIA MINNS-PEREZ
MARZIA MINNS-PEREZ

8.24.16
(Seal)
DATE

[Signature]
Unofficial Witness

[Signature]
Notary Public, Cobb
County

Lender: HomeServices Lending,
NMLS ID: 490883
Loan Originator: Justine Harper
NMLS ID: 546357

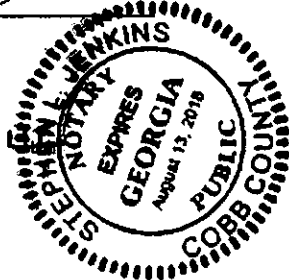


EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 128 of the 20th District, 2nd Section, Cobb County, Georgia, being Lot 3, Whispering Lake at Kennesaw, Phase I, as per plat recorded in Plat Book 262, Page 15, Cobb County, Georgia Records, said plat being incorporated herein by this reference and made a part hereof.

LOAN #: 16024571
MIN: 1012742-0000034704-8

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24th day of March, 2016 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to HomeServices Lending, LLC, a Limited Liability Company

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: 2358 Whispering Drive NW, Kennesaw, GA 30144.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").
The Property is a part of a planned unit development known as Whispering Lake S/D

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

Initials: *mmp*

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01
Ellie Mae, Inc.

Page 1 of 2

F3150RDU 0115
F3150RLU (CLS)
03/22/2016 01:55 PM PST



LOAN #: 16024571

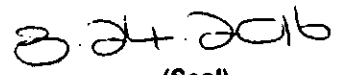
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

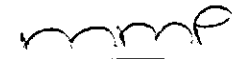

MARZIA MINNS-PEREZ


(Seal)
DATE

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01
Ellie Mae, Inc.

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Initials:



F3150RDU 0115

F3150RLU (CLS)

03/22/2016 01:55 PM PST



LOAN #: 16024571

MIN: 1012742-0000034704-8

WAIVER OF BORROWER'S RIGHTS RIDER

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE **POWER OF ATTORNEY** GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) **WAIVES** ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

READ AND AGREED BY GRANTOR:

3.24.16

MARZIA MINNS-PEREZ
MARZIA MINNS-PEREZ

(Seal)

DATE



March 24, 2016

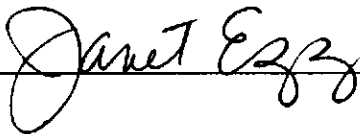
CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who, having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of the Borrower's Rights" by the Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with and explanation to Borrower(s), Borrower(s) executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

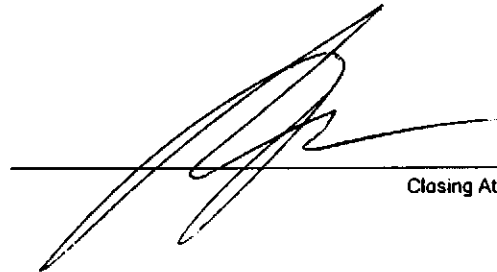
Based on said review with and explanation to the Borrower(s), it is my opinion that Borrower(s) knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me on the date set forth above.



Notary Public

Janet Espy
NOTARY PUBLIC
Cobb County, GEORGIA
My Commission Expires
08/28/2016



Closing Attorney





Printed: 10/27/2023

Cobb County Online Tax Receipt

Thank you for your payment!

CARLA JACKSON TAX COMMISSIONER
HEATHER WALKER CHIEF DEPUTY
Phone: 770-528-8600
Fax: 770-528-8679

Payer:
WELLS FARGO REAL ESTATE TAX SERVICE

MINNS PEREZ MARZIA

Payment Date: 9/30/2023

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2023	20012803350	10/15/2023	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$3,130.12	\$0.00	



Scan this code with your
mobile phone to view
this bill!!



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2023 Property Tax Bill

Parcel ID	Tax District	Bill #
20012803350	3/3-BOND - KENNESAW CITY	233830
Property Owner/Location/Description		Taxable Value
MINNS PEREZ MARZIA 2358 WHISPERING DR		146,524

Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	146,524		55,944		90,580		7.7500000000		\$702.00
HTRG	18,000		0		18,000		(7.7500000000)		(\$139.50)
BOND	146,524		0		146,524		1.5000000000		\$219.79

Exemptions:

111 - Floating Exemption

>Per House Bill 960 calculation, interest will accrue at .875%. Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).

>Payments can be made online at www.municipalonlinepayments.com/kennesawga, in person, by mail or via our dropbox. Tax bills are mailed annually on October 1, with a due date of December 1.

>Any questions concerning ownership changes or change of address should be directed to Cobb County Tax Commissioner's Office. For all other questions or concerns regarding this statement, give us a call at 770-429-4542.

The 'HTRG Credit' reduction shown on your bill is the result of homeowner tax relief enacted by the Governor and the General Assembly of the State of Georgia.

Current Year Tax	\$782.29
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$782.29
Other Amounts Due	\$0.00
Total Due	\$0.00
Due Date	12/01/2023



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

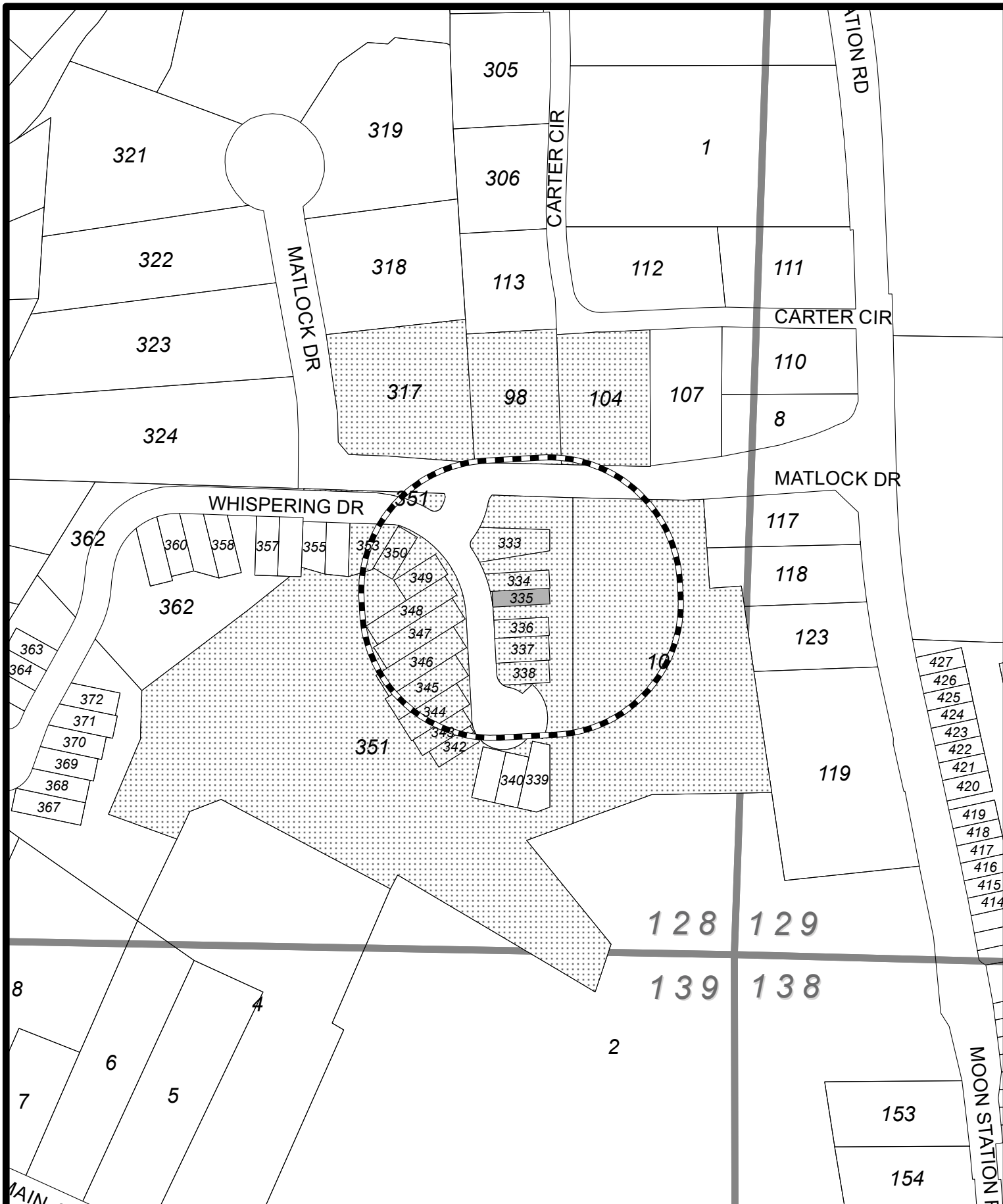
For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20012803350
Amount Due: \$0.00
Bill#: 233830
Due Date: 12/01/2023

AMOUNT PAID

MINNS PEREZ MARZIA
2358 WHISPERING DR NW
KENNESAW, GA 30144

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



-  Subject Parcel
-  200' Radius
-  Properties Notified

2358 Whispering Drive
Land Lot 128
Tax Parcel 335

LU2023-03
200' PROPERTY NOTIFICATION



CITY OF KENNESAW
 PLANNING & ZONING DEPT.
 770-590-8268

Derek Easton
 Mayor
Lee Moore
 City Clerk

Date: 12/26/2023

LU2023-000



Tax Parcel - 20012803420

NISTOR HARRY & ALEXANDRA
2347 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012803470

WEBSTER WALTER & WEBSTER SHAKEISHA C
2357 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012801040

NLW LLC
3099 CARTER CIR NW
KENNESAW GA 30144

Tax Parcel - 20012803370

GOODRICH KARINA PARANADA & PATRICK
EARLE
2354 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012803360

JACK JENNIFER L
2356 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012803510

WHISPERING LAKE HOMEOWNERS
ASSOCIATION INC
C/O SMG MANAGEMENT OF ATLANTA PO BOX
76697
ATLANTA GA 30358

Tax Parcel - 20012803380

ORTIZ DONNA A
2352 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012803170

3042 MATLOCK HOLDINGS LLC
3042 MATLOCK DR
KENNESAW GA 30144

Tax Parcel - 20012803500

TRAILLE ETHEL K
2363 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012803440

PALMER GERRIE R
2351 WHISPERING DR
KENNESAW GA 30144

Tax Parcel - 20012803530

KOZEE ELLEN A & GATIEN STEVEN TYLER
2367 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012803450

FLETCHER YUL F
2353 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012800980

NLW LLC
5000 BURNT HICKORY RD
KENNESAW GA 30152

Tax Parcel - 20012803460

GLANZ MAY
2355 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012803480

BETHI SANTOSH
2359 WHISPERING DR
KENNESAW GA 30144

Tax Parcel - 20012800100

MILLER NORMAN N
3071 MOON STATION RD
KENNESAW GA 30144-2710

Tax Parcel - 20012803490

KERPICS STEVEN
2361 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012803340

JOHNSON DUSTIN
2360 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012803430

ANDREW PETER
2349 WHISPERING DR NW
KENNESAW GA 30144

Tax Parcel - 20012803330

ROBINETTE CLAY C & EMILY M .
2362 WHISPERING DR NW
KENNESAW GA 30144



2358

**CITY OF KENNESAW
LAND USE NOTICE**

APPLICATION # **LU2023-03**

PURPOSE Home based business license to be a food cottage
operator to create and sell baked goods

DATE OF PUBLIC MEETING: **2/7/2024** TIME: **6:30PM**

DATE OF PUBLIC MEETING: **2/19/2024** TIME: **6:30PM**

PLACE: **CITY HALL KENNESAW, GA**

Due to the priority for public health and safety,
the City of Kennesaw will implement a public meeting
protocol / system for community participation
in compliance to social distancing protocol.

For specific public meeting guidelines and access to all
application information please visit our website

[HTTP://WWW.KENNESAW-GA.GOV](http://www.kennesaw-ga.gov)

FOR FURTHER INFORMATION PLEASE CALL :

PLANNING AND ZONING DEPARTMENT 770-590-8268

01.23.2024 09:50

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 8531 3186 5505 04

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

CITY OF KENNESAW
Flaming + Zenig
2529 JO STEPHENS
AVE.
KENNESAW GA
30144

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WHISPERING LAKE
HGT
C/O ENG MGMT &
ATLANTA
PO Box 76697
ATLANTA GA 30358



9590 9402 8531 3186 5505 04

2. Article Number (Transfer from service label)

9589 0710 5270 0560 8684 06

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

STEPHEN J. HUS

C. Date of Delivery

1/16/27

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Agent

☐ Addressee

☐ Yes

☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Mail

Mail Restricted Delivery

(over \$500)

USPS TRACKING #



ATLANTA METRO 301
ATLANTA METRO 301
18 JAN 2024 PM 6 L
18 JAN 2024 PM 11 L



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

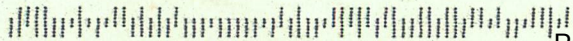
9590 9402 8531 3186 5503 44

Zoning Case
2023-03

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Kennesaw
Planning + Zoning
2529 Jo Jefferson
Ave.
Kennesaw GA 30144



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

AUSTIN WILCOX
2359 WHISPERING
PR. RD
KENNESAW GA
30144



9590 9402 8531 3186 5503 44

2. Article Number (Transfer from service label)

9589 0710 5270 0560 8684 51

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

Austin Wilcox

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:☐ Yes☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted DeliveryMail Restricted Delivery
(0)

Page 59 of 100

Domestic Return Receipt

USPS TRACKING #



ATLANTA METRO 301

18 JAN 2024 PM 11L

9590 9402 8531 3186 5502 90

7
2023-03

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

City of Kennebec
Planning + Zoning
2029 J O Stephenson
Ave.
Kennebec Co 01444



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JENNIFER JACK
2356 WHISPERING
DR. NW
KENNESAW GA
30144



9590 9402 8531 3186 5502 90

2. Article Number (Transfer from service label)

9589 0710 5270 0560 8683 14

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☒ Addressee

B. Received by (Printed Name)

Jennifer Jack

C. Date of Delivery

1/14/24

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted DeliveryMail Restricted Delivery
(0)

Page 61 of 100

Domestic Return Receipt

ZONING ADMINISTRATOR
DARRYL SIMMONS

**ASSISTANT ZONING
ADMINISTRATOR/PLANNER**
CHANELLE CAMPBELL

CONTACT US

OFFICE: (770) 590-8268
WEBSITE: www.kennesaw-ga.gov
EMAIL: zoningdept@kennesaw-ga.gov



2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

MAYOR AND COUNCIL
FEBRUARY 19, 2024

PLANNING COMMISSION
FEBRUARY 7, 2024

LEGAL ADVERTISEMENTS
JANUARY 16, 2024

PUBLIC NOTICE SIGN
JANUARY 23, 2024

APPLICATION SUBMITTED
NOVEMBER 29, 2023

STAFF ANALYSIS REPORT

ZONING CASE #: LU2023-03

Property Addresses

2358 Whispering Drive NW

Applicant

Marzia Minns

Representative

N/A

Property Owner

Same as applicant

Current Zoning

RM-8 (Multi-Family - 8 Units/Acre)

Current Future Land Use Category

Park/Recreation/Conservation (PRC)

Project Request: Land use permit to acquire a business license for home occupation.

[Please see page 4 for project request description.](#)



Street view of subject property (Cobb Tax Assessor)

PROPERTY DETAILS

Within 1/2 mi from Unincorporated Cobb Co: No
Historic District: No
Cemetery: No Floodplain: No Stream: No
Parcel ID #: 20012803350
Land Lot #: 128 Tax Parcel #: 335
Land Area: 0.05+/- acres or 2,089 SQFT
Existing Building Total SQFT: 2,342 SQFT
Proposed Building SQFT: N/A
Proposed Streets: N/A

RECOMMENDATION

Staff Recommendation

Approval with conditions

Planning Commission Recommendation

To be determined on February 7, 2024

[Please see page 16 for basis for recommendation.](#)

ADJACENT PROPERTY DETAILS

Surrounding Zoning Dist. and Future Land Use

North: Matlock Dr

Zoning: Light Industrial (LI)

Future Land Use: Industrial (I)

South: No Street

Zoning: Office/Institutional (OI)

Future Land Use: Public Service /Institutional (PI)

East: No Street

Zoning: Light Industrial (LI)

Future Land Use: Community Activity Center (CAC)

West: Knightsridge Rd

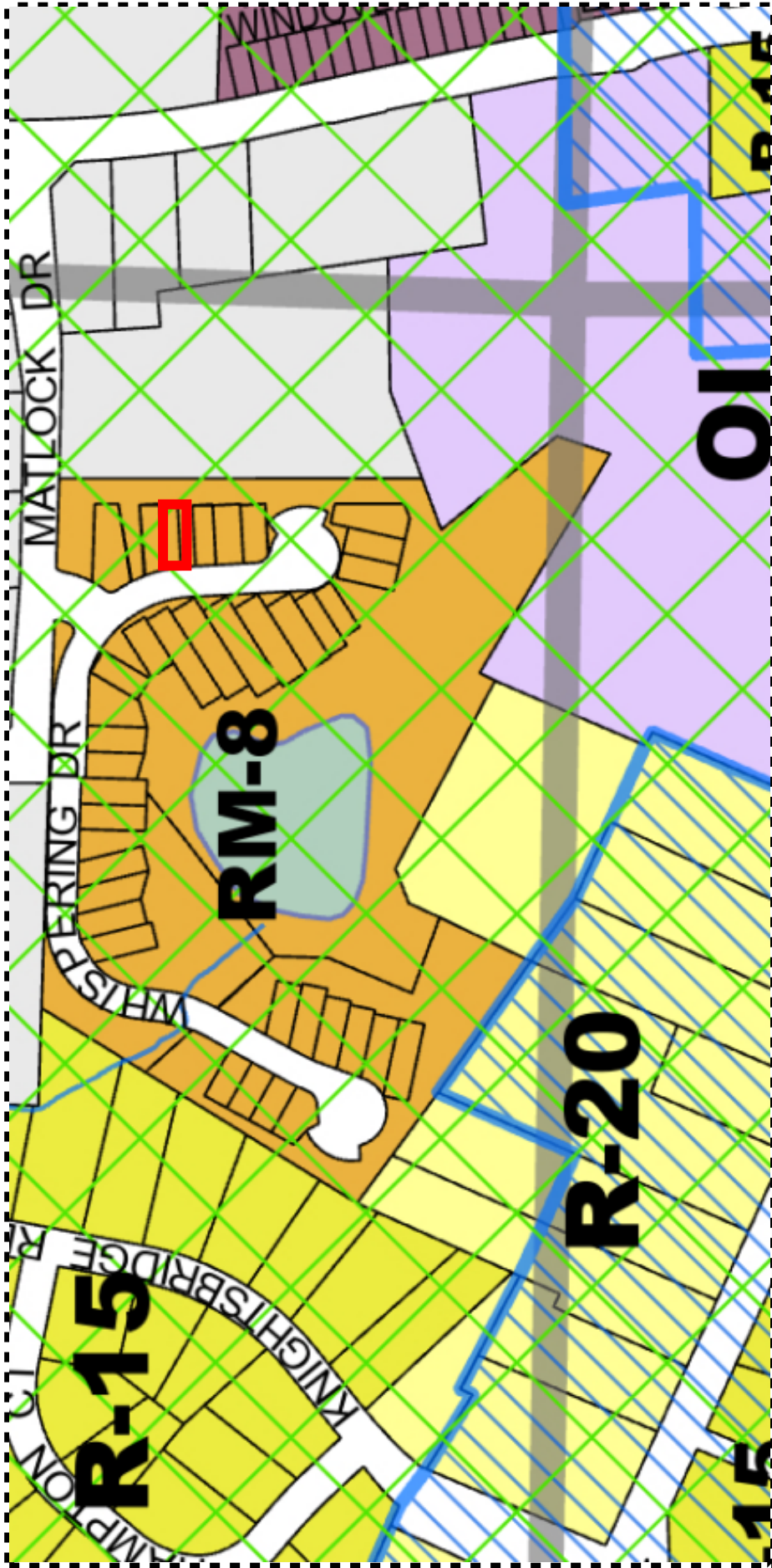
Zoning: R-15 Single Family Residential

Future Land Use: Residential Low/Medium (RL)

[Please see pages 2 for zoning map.](#)

ZONING MAP

ZONING CASE #: LU2023-03



Zoning Districts

CBD	HGB
CRC	HI
FST	LI
GC	MHP
NRC	NS

OI	R-12	RA-5
PBSH	R-15	RA-6
PSC	R-20	RM-8
PUD-R	R-30	RM-12
PVC	R-40	RM-16
R-10	RA-4	UVC

Zoning Overlays

Airport Hazard District
Historic Districts
Historic Preservation Village
Senior Living

Acworth City Limits	Kennesaw City Limits	Kennesaw Mtn Nat'l Battlefield	Land Lots	Marietta City Limits
139				

GOOGLE EARTH AERIAL VIEW

ZONING CASE #: LU2023-03



 = Approximate project location

STAFF ANALYSIS REPORT



ZONING CASE #: LU2023-03

DESCRIPTION OF ZONING REQUEST: **LAND USE PERMIT**

This is a land use permit request for a home occupational business license.

PROJECT INTENT

The applicant is requesting to obtain a home business license to bake and sell pastries. This activity is known as a "cottage food operator."

[Please see page 5 for photos of cookies](#)

[Please see page 6 for photos of equipment used](#)

[Please see page 7 for sketch of work space in home](#)

QUESTIONS TO APPLICANT BY STAFF

How do you market or get the word out about your products?

I will be applying for a stand at either the Woodstock or Marietta Farmers Market, word of mouth and social media.

How will the desserts get to the consumer or customer? Do they get delivered or picked-up?

No customers will pick up cookies at the house as products will be sold at a farmer's market.

Pre-Application Meeting

October 18, 2023

Application Submitted

November 29, 2023

Fees Paid

\$250.00

Certified Letters Mailed

January 08, 2024

COTTAGE FOODS DEFINITIONS

- "Cottage food operator" means a person who produces cottage food products only in the home kitchen of that person's primary domestic residence and only for sale directly to the consumer.
- "Cottage food products" means non-potentially hazardous baked goods, jams, jellies, preserves, and other non-potentially hazardous foods produced in the home kitchen of a domestic residence.

[State of Georgia - Subject 40-7-19 COTTAGE FOOD REGULATIONS](#)

GOOGLE STREET VIEW OF THE RESIDENCE



STAFF ANALYSIS REPORT

ZONING CASE #: LU2023-03

TYPES OF PASTRIES - PHOTOS PROVIDED BY THE APPLICANT



SAUSAGE ROLL



KOEKSISTER



MEAT PIES



RUSKS



MILK TART



BANANA BREAD



FUDGE



CUSTARD SLIES



FRUIT CAKE

STAFF ANALYSIS REPORT

ZONING CASE #: LU2023-03

TYPE OF EQUIPMENT USED - PHOTOS PROVIDED BY THE APPLICANT



INGREDIENT LIST AND QUANTITY

Ingredient	Rusks 6 bags	Sub total	Banana Bread 3 baby breads	Sub total	Meat Pies 20 pieces	Sub total	Milk Tart 8 slices	Sub total	Total	Measurable Units
Ground Beef		0		0	1	3		0		3 Pound
Onion		0		0	1	3		0		3 Onion
Bananas		0	5	25		0		0		25 Banana
Whole Milk	750	3750		0		0	1000	3000		6750 ML
Butter	375	1875	115	575	500	1500	150	450		4400 Gram
White Sugar	1	5	1	5		0	0.75	2.25		12.25 Cup
Flour	12.5	62.5	1.5	7.5	4	12	1.5	4.5		86.5 Cup
Baking Powder	10	50	5	25	20	60		0		135 ML
Salt	5	25	5	25		0		0		50 ML
Tartar Cream	2	10		0		0		0		10 ML
Eggs	2	10	1	5	3	9	5	15		39 Egg
Pecans		0	1	5		0		0		5 Cup
Vanilla Essence		0		0		0	2	6		6 TSP
Confectioners Sugar		0		0		0	0.33	0.99		0.99 Cup

PROPOSED FLOOR PLAN OF WORKSPACE LOCATED IN THE KITCHEN

The floor plan is overlaid on a grid with vertical lines numbered 1 through 22 and 7 through 14, and horizontal lines numbered 15 through 21. The layout includes the following rooms and features:

- Office:** Located in the top left, between grid lines 1 and 2, and 15 and 16.
- 1/2 Bath:** Located between grid lines 2 and 3, and 15 and 16.
- Up:** Stairs located between grid lines 3 and 4, and 15 and 16.
- Double Pantry:** Located between grid lines 4 and 5, and 15 and 16.
- Kitchen:** Located between grid lines 5 and 7, and 15 and 16, featuring a large island.
- Breakfast:** Located between grid lines 7 and 8, and 15 and 16.
- Mechanical Room:** Located between grid lines 8 and 9, and 15 and 16.
- Garage:** Located on the right side, between grid lines 9 and 10, and 11 and 12.
- Living Area:** Located in the bottom left, between grid lines 1 and 3, and 10 and 11.
- Dining:** Located in the bottom center, between grid lines 3 and 5, and 10 and 11.
- Patio:** Located at the bottom, between grid lines 5 and 7, and 10 and 11.
- Entrance:** Located on the left side, between grid lines 1 and 2, and 12 and 13.

Dimensions are provided for various sections:

- Horizontal dimensions: 9'-0" (between 1-2), 9'-0" (between 2-3), 4'-0" (between 3-4), 4'-0" (between 4-5), 5'-0" (between 5-6), 2'-0" (between 6-7), 3'-6" (between 7-8), 9'-6" (between 8-9), 9'-0" (between 10-11), 4'-0" (between 11-12), and 4'-0" (between 12-13).
- Vertical dimensions: 9'-0" (between 15-16), 2'-0" (between 16-17), 3'-0" (between 17-18), 4'-0" (between 18-19), 4'-0" (between 19-20), and 2'-0" (between 20-21).
- Other dimensions: 55'-0" (total width), 4'-0" (between 4-5), 5'-0" (between 5-6), 2'-0" (between 6-7), 3'-6" (between 7-8), 9'-6" (between 8-9), 11'-0" (between 5-7), 9'-0" (between 10-11), and 4'-0" (between 11-12).

The floor plan shows a kitchen layout with the following components and dimensions:

- Appliances:** Gas Stove, Fridge, Gas Oven, Sink, and Dish Washer.
- Cabinets:**
 - Pantry Staples:** Located on the left side, with a width of 4' - 0".
 - Pantry Utensils:** Located in the center, with a width of 5' - 0".
- Dimensions:**
 - Top Wall:** 2' - 0" (above the Fridge).
 - Right Wall:** 4' - 0" (above the Sink/Dish Washer) and 3' - 0" (below the Sink/Dish Washer).
 - Bottom Wall:** 4' - 0" (under Pantry Staples), 5' - 0" (under Pantry Utensils), 2' - 0" (under Gas Oven), 3' - 6" (under Sink/Dish Washer), and 5' - 6" (under Fridge).
- Other Features:** Two small ovals labeled '8' and '7' are located near the bottom wall, with lines pointing to the cabinet layout.

STAFF ANALYSIS REPORT



ZONING CASE #: LU2023-03

HOA MANAGEMENT APPROVAL LETTER

11/13/23, 12:18 PM

Gmail - Cottage License



Marzie [REDACTED]

Cottage License

5 messages

Marzie [REDACTED] > Tue, Oct 24, 2023 at 1:29 PM
To: "Mike R. Hammel" [REDACTED], Shakey [REDACTED]
[REDACTED], Helen Johnson [REDACTED]

Dear Board,

I trust this communication finds you well.

I am reaching out as I am applying for a Cottage License with the City of Kennesaw and Cobb County, which would allow me to bake goods from home and sell them at some of the Farmer's Markets in the area like Marietta and Kennesaw. As part of the application process, I am required to have a letter from the HOA stating that they have no concerns. I plan on baking South African pastries, pies, and cakes to sell at various locations as a way of testing the market and hoping that they will be well received! If things move as planned I will be transitioning my kitchen operation to a brick-and-mortar location, in approximately 6 – 12 months. As you might be aware businesses of this kind start with a Cottage License and the reason why the city supports and promotes it.

I appreciate your consideration in this matter and if you need additional information, please feel free to reach out via email

[REDACTED] or call directly at my mobile [REDACTED]

I take the opportunity to Thank You for your contributions to the betterment of our community.

Best regards,
Marzia Minns
2358 Whispering Drive NW

Marzie [REDACTED] Fri, Oct 27, 2023 at 8:31 AM
To: "Mike R. Hammel" [REDACTED], Shakey Webster [REDACTED]
<[REDACTED]>, Helen Johnson [REDACTED]

Good morning,

Just confirming that you had received my email and if you had any questions. I would appreciate an acknowledgment of receipt of the previous email I sent pertaining to a Cottage License application.

Best regards,
Marzia

----- Forwarded message -----

From: Marzie [REDACTED] >
Date: Tue, Oct 24, 2023 at 1:29 PM
Subject: Cottage License
To: Mike R. Hammel [REDACTED], Shakey Webster [REDACTED]
<[REDACTED]>, Helen Johnson [REDACTED] >

Dear Board,

I trust this communication finds you well.

I am reaching out as I am applying for a Cottage License with the City of Kennesaw and Cobb County, which would allow me to bake goods from home and sell them at some of the Farmer's Markets in the area like Marietta and Kennesaw. As part of the application process, I am required to have a letter from the HOA stating that they have no concerns. I plan on baking South African pastries, pies, and cakes to sell at various locations as a way of testing the market and hoping that they will be well received! If things move as planned I will be transitioning my kitchen operation to a brick-and-mortar location, in approximately 6 – 12 months. As you might be aware businesses of this kind start with a Cottage License and the reason why the city supports and promotes it.

STAFF ANALYSIS REPORT



ZONING CASE #: LU2023-03

HOA MANAGEMENT APPROVAL LETTER

11/13/23, 12:18 PM

Gmail - Cottage License

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I take the opportunity to Thank You for your contributions to the betterment of our community.

Best regards,
Marzia Minns
2358 Whispering Drive NW

Mike Hammel [REDACTED]

Fri, Oct 27, 2023 at 8:46 AM

To: Marzie [REDACTED]
Cc: Shakey Webster [REDACTED] > [REDACTED] Helen Johnson [REDACTED]

Marzia,

We received your email and will be in touch shortly.

Thanks!

Mike

On Fri, Oct 27, 2023 at 8:31 AM Marzie <[REDACTED]> wrote:
Good morning,

Just confirming that you had received my email and if you had any questions. I would appreciate an acknowledgment of receipt of the previous email I sent pertaining to a Cottage License application.

Best regards,
Marzia

----- Forwarded message -----

From: Marzie [REDACTED]
Date: Tue, Oct 24, 2023 at 1:29 PM
Subject: Cottage License
To: Mike R. Hammel [REDACTED] Shakey Webster [REDACTED]
<[REDACTED]>, Helen Johnson <[REDACTED]>

Dear Board,

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I appreciate your consideration in this matter and if you need additional information, please feel free to reach out via email [REDACTED] or call directly at my mobile [REDACTED].
I take the opportunity to Thank You for your contributions to the betterment of our community.

Best regards,
Marzia Minns
2358 Whispering Drive NW

Marzia Minns-Perez [REDACTED]

Fri, Oct 27, 2023 at 9:12 AM

To: Mike Hammel [REDACTED]
Cc: Shakey Webster [REDACTED] > [REDACTED] Helen Johnson [REDACTED]

Thank you

STAFF ANALYSIS REPORT



ZONING CASE #: LU2023-03

HOA MANAGEMENT APPROVAL LETTER

11/13/23, 12:18 PM

Gmail - Cottage License

On Oct 27, 2023, at 8:46 AM, Mike Hammel [REDACTED] wrote:

Marzia,

We received your email and will be in touch shortly.

Thanks!

Mike

On Fri, Oct 27, 2023 at 8:31 AM Marzie [REDACTED] wrote:

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Marzia

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Date: Tue, Oct 24, 2023 at 1:29 PM

Subject: Cottage License

To: Mike R. Hammel [REDACTED] >, Shakey Webster

<[REDACTED] Helen Johnson <[REDACTED]>

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Best regards,
Marzia Minns
2358 Whispering Drive NW

Shakey Webster [REDACTED]

To: Mike Hammel [REDACTED]

Cc: Marzie [REDACTED], [REDACTED] Helen Johnson [REDACTED]

Mon, Oct 30, 2023 at 10:16 AM

Good evening,

The board has approved your request.

On Fri, Oct 27, 2023 at 8:46 AM Mike Hammel [REDACTED] wrote:

Marzia,

We received your email and will be in touch shortly.

STAFF ANALYSIS REPORT



ZONING CASE #: LU2023-03

UNIFIED DEVELOPMENT CODE– SECTION 2.01.03.11

2.01.03.11 The regulations for the Multi-family district (eight units per acres) RM-8 residential district (80,000-square-foot lot size) are as follows:

A. *Purpose and intent.* The RM-8 multiple-family residential district is established to provide locations for multifamily residential uses or residentially compatible institutional and recreational uses at high densities as defined under the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewer.

B. *Uses.* Any use not permitted as of right, or not permitted by Special Exception, or not permitted by land use permit is prohibited. To the extent there is a conflict between the permitted use table and this subsection, this section shall control for purposes of determining whether the use is allowed. See Section 4.04.01 for standards associated with Special Exception uses. Any conflict between the standards set forth in this district and those set forth in Section 4.04.01, the standards in Section 4.04.01 shall control for purposes of developing a Special Exception use.

The following uses are permitted:

Community Fairs, Condominiums, Designated Recycling collection locations, Executive golf courses, Fraternity and sorority houses/residence halls, Golf courses (Par 3), Golf courses (18-hole regulation; private and public), Limited Home Occupations, Multi-family dwelling units, Nonprofit riding stables, Nonprofit (seasonal use) fishing lakes, Private parks, Recreation grounds other than tennis courts and golf courses, Religious assemblies, Single family dwelling units (attached), Single family dwelling units (detached) Temporary uses, Two family dwelling units.

The following uses are permitted by special exception (refer to section 4.04.01):

Cemeteries, Private community centers, Private schools of general and special education

The following uses are permitted by land use permit or special land use permit:

Home occupation (refer to section 4.04.05), Radio, television and other communication towers and antennas (refer to section 4.04.06)

C. *Requirements for certain uses.* The following uses shall have the requirements as ascribed to them in this subsection.

1. Limited Home Occupations:

- a. There shall be no exterior evidence of the home occupation, including but not limited to any type of identifying signs.
- b. No article, product or service used or sold in connection with such activity shall be other than those normally found on the premises.
- c. No mechanical equipment shall be used for such occupation except such equipment as is customary for purely household and hobby purposes.
- d. Such use shall be conducted entirely within the dwelling unit, and only persons living in the dwelling unit shall be employed in such occupation.
- e. No more than 25 percent of the dwelling unit may be used for the operation.

STAFF ANALYSIS REPORT



ZONING CASE #: LU2023-03

UNIFIED DEVELOPMENT CODE– SECTION 2.01.03.11

- f. No materials, equipment or business vehicles may be stored or parked on the premises, except that one business vehicle, used exclusively by the resident may be parked in a carport, garage, or rear or side yard.
- g. The off-site employees of the resident shall not congregate on the premises for any purpose concerning the business of the home occupation.
- h. There shall be no deliveries of supplies for use in the home occupation or pickups of the items produced by the occupant by commercial carriers.
- i. No clients or customers are allowed on the premises on a regular basis.
- j. The limited home occupation shall not create a nuisance.

2. *Designated Recycling Collection Locations:*

- a) Must be maintained in a safe, clean, neat, and sanitary fashion;
- b) Such location shall be visually screened and maintained;
- c) Such location shall be within the building setbacks unless otherwise approved by the zoning administrator or his/her designee due to topography, safety, internal traffic flow, site distance, or for other site-related circumstances not created by the property owner.

3. *Temporary Uses:*

- a) An approved temporary use shall not exceed 30 days and may be renewed for not more than one additional 30-day period.
- b) Adequate off-street parking shall be provided.
- c) Application for a temporary use shall be made with the City Business License division.

D. *Dimensional standards for Development.* Setback shall be measured from the property line of the parcel. The property with shortest amount of road frontage shall be the front setback for determining other setbacks (major side, side, rear).

- 1. Minimum lot size: 80,000 square feet.
- 2. Maximum density: 8 units per acre.
- 3. Minimum floor area:
 - (a) 450 square feet: efficiency.
 - (b) 600 square feet: one bedroom.
 - (c) 750 square feet: two bedroom.
 - (d) 900 square feet: three bedroom.
- 4. Minimum lot width at front setback line: 75 feet.
- 5. Minimum public road frontage: 75 feet.
- 6. Maximum cover: 25%.
- 7. Maximum building height: 35 feet.
- 8. Minimum width between buildings: 15 feet.
- 9. Basement: A basement shall be counted as a story if the ceiling is six feet or more above the grade and is either subdivided or used for dwelling or business purposes. A basement is a portion of the building partly underground which has more than one-half of its height measured from finished floor to finished ceiling above the average grade of the adjoining ground.

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ZONING CASE #: LU2023-03

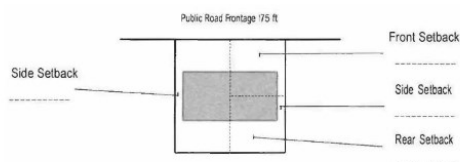
UNIFIED DEVELOPMENT CODE– SECTION 2.01.03.11

10. Minimum building setbacks:

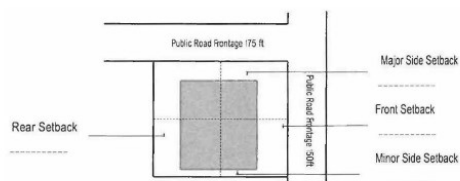
- (a) Front yard as measured from arterial: 75 feet.
- (b) Front yard as measured from collector: 50 feet.
- (c) Front yard as measured from local: feet.
- (d) Side yard (aka minor side yard): 35 feet (if not interior portion of development); 15 feet (if interior portion of development).
- (e) Rear yard: 40 feet.
- (f) Major side: 35.

11. Measuring building setbacks: The number and type of setbacks is determined based on the number and type of public road frontages for the lot as follows and as shown on the following diagram:

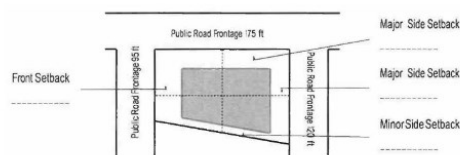
- (a) *One public road frontage*: The front yard setback is measured from the one public road frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the other two yards are side yards.
- (b) *Two public road frontages*: The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The major side yard setback is measured from the road with the longer frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the yard opposite the major side yard is the minor side yard.
- (c) *Three public road frontages*: The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The two major side yard setbacks are measured from the other two road frontages (arterial, collector, or local). The remaining yard is a minor side yard.
- (d) Building setbacks apply to both principal and accessory buildings and structure except where it explicitly states otherwise.
- (e) *Irregular shaped lots*: The Planning and Zoning Administrator will determine setbacks for irregular shaped lots adhering to the spirit and intent of this section.
- (f) Interior shall be considered the portion which does not abut an exterior property boundary.



Example for Property with one (1) Public Road Frontage



Example for Property with two (2) Public Road Frontages



Example for Property with three (3) Public Road Frontages

STAFF ANALYSIS REPORT



ZONING CASE #: LU2023-03

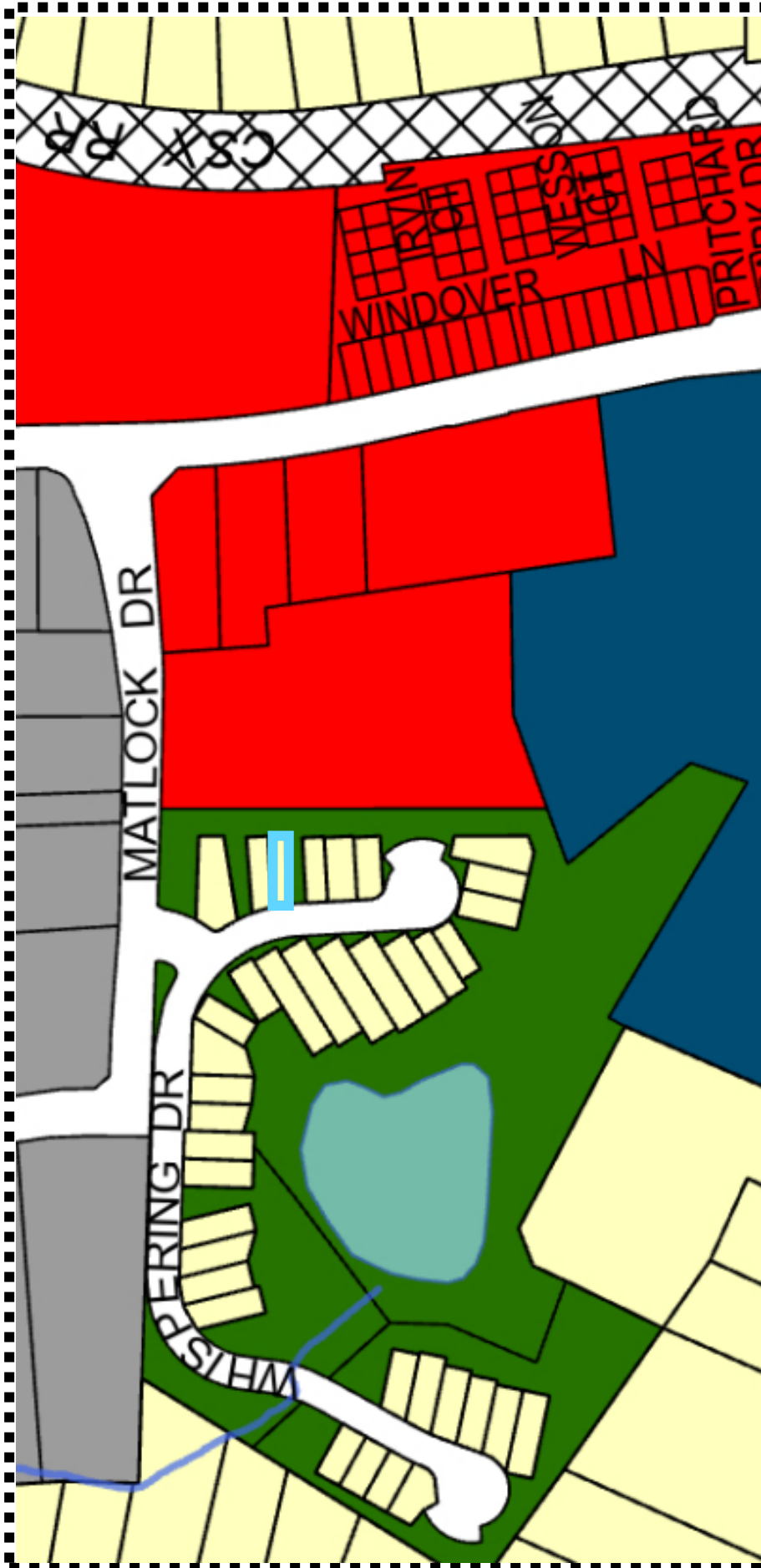
UNIFIED DEVELOPMENT CODE - SECTION 4.04.05

4.04.05 - Standards for Home Occupations

- A. The Mayor and City Council may permit land use permits for the operations of home occupations or professions in areas and districts where the zoning regulations would otherwise prohibit such operations. "Home occupation" is hereby defined as being those occupations which can ordinarily be carried on out of a residence or other structure without having any significant effect on the neighborhood or area from which such home occupation is carried on.
- B. In addition thereto, the Mayor and City Council is hereby authorized to grant land use permits for occupations or businesses compatible with the neighborhood from which such business or occupation is operated and where no nuisance as defined in Georgia law or other significant adverse effect would result to the area or district zoned.
- C. All applications for land use permits shall require all applicable information for processing as per Chapter 10 of the UDC and be advertised in the same manner as applications for rezoning and that public hearings will be held thereon in the same manner as applications for rezoning are so conducted.
- D. In no event shall the Mayor and City Council grant a land use permit for a period of time in excess of 24 months except on re-application, re-advertisement, and public hearing.
- E. Standards for decision. The Mayor and City Council shall consider, at a minimum, the following in its determination of whether or not to grant a land use permit:
 - 1. Safety, health, welfare, and moral concerns involving the surrounding neighborhood;
 - 2. Parking and traffic considerations;
 - 3. Number of nonrelated employees;
 - 4. Number of commercial and business deliveries;
 - 5. The city's general presumption that residential neighborhoods should not allow non-compatible business uses;
 - 6. Compatibility of the business use to the neighborhood;
 - 7. Hours of operation;
 - 8. Existing business uses in the vicinity;
 - 9. Effect on property values of surrounding property;
 - 10. Circumstances surrounding neighborhood complaints;
 - 11. Intensity of the proposed business use; and
 - 12. Location of use within the neighborhood.
- F. A land use permit is a privilege permit and may be revoked by the Mayor and City Council following notice and hearing should the use be deemed to be a nuisance or create a safety hazard.

FUTURE LAND USE MAP

ZONING CASE #: LU2023-03



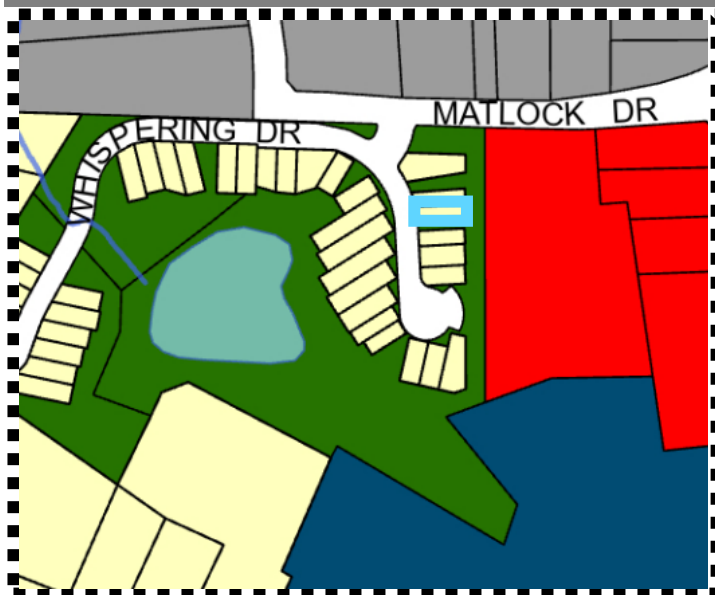
Future Land Use

	NAC - Neighborhood Activity Center		I - Industrial		RH - Residential High		Acworth City Limits
	CAC - Community Activity Center		PI - Public Service/Institutional		PUD - Planned Unit Development		Kennesaw City Limits
	DAC - Downtown Activity Center		PRC - Park/Recreation/Conservation		TCU - Transportation Communication Utilities		Kennesaw Mtn Natl Battlefield
	RAC - Regional Activity Center		RL - Residential Low/Medium		Kennesaw City Limits		Land Lots
							Marietta City Limits

STAFF ANALYSIS REPORT

ZONING CASE #: LU2023-03

2022 COMPREHENSIVE PLAN UPDATE



LEGEND

- CAC - Community Activity Center
- I - Industrial
- PI - Public Service/Institutional
- PRC - Park/Recreation/Conservation
- RL - Residential Low/Medium

The Future Land Use Map is a general guide for the character of development within the City. A description of the identified category is provided below. New development should be monitored for its impact on water quality within the City and region.

As a built-out city, any new growth within the City of Kennesaw will be redevelopment. Currently, within the city, 86% of the city's parcels are residential which is a challenge for any new development. The Future Land Use Map is a general guide for character of development within the city.

FUTURE LAND USE CATEGORY

PRC - Park/Recreation/Conservation

This category is for land dedicated to active or passive recreational uses. These areas may be either publicly or privately owned and may include playgrounds, public parks, nature preserves, wildlife management areas, national forests, golf courses, recreation centers or similar uses.

Examples:

- Community parks
- Community trails
- Neighborhood parks

COMPREHENSIVE PLAN AREAS MAP

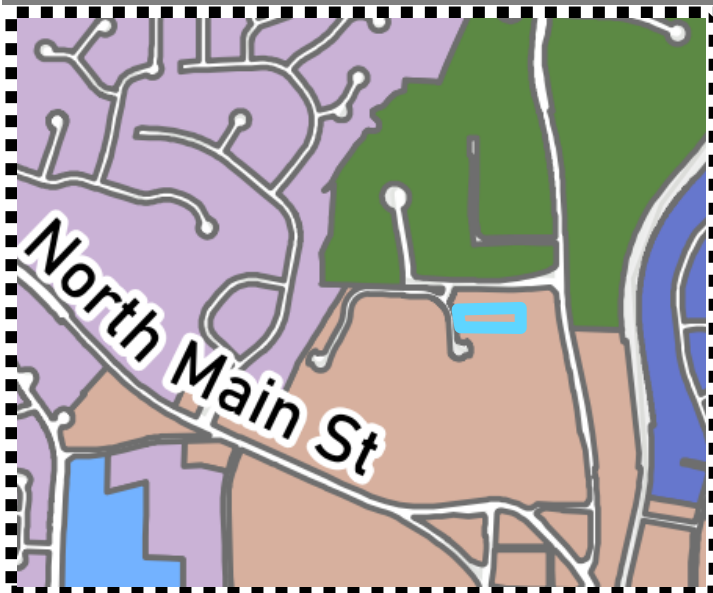
ZONING CASE #: LU2023-03



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COMPREHENSIVE PLAN - AREAS



LEGEND

-  Jiles and Baker
-  Historic Central Business District
-  Cobb Parkway Commercial Corridor

COMPATIBLE FUTURE LAND USE

- Downtown Activity Center (DAC)
- Public Service/Institutional (PI)
- Park/Recreation/Conservation (PRC)
- Residential High (RH)
- Residential Low (RL)

In addition to the established Future Land Use Map, the City would like to further define an appropriate development atmosphere to ensure compatible and unified development within specified areas of the City.

Furthermore, please refer to the Policy Matrix which should be used for new development within each of the described areas.

HISTORICAL CENTRAL BUSINESS DIST.

The Historical CBD area includes the Central Business District, the five historic districts and the study area of the City's Livable Centers Initiative (LCI). The area spans a distance along the northern edge of the Cobb Parkway Commercial Corridor from McCollum Parkway to near Jiles Road, northward to Matlock Drive on Moon Station Road, also northward to Pine Hill Drive on Cherokee Street and to South Main Street at McCollum Parkway.

Currently, this area is composed of a mix of land uses, historical and cultural resources, businesses, homes and neighborhoods and architectural styles and elements. Overall, this area is in the process of revitalization and reinvestment.

STAFF ANALYSIS REPORT

ZONING CASE #: LU2023-03

TRANSPORTATION DATA

ROAD #1	AERIAL OF ROAD #1
Roadway Name Whispering Dr Roadway Classification Local Speed Limit 25-MPH Jurisdictional Control Inside City Limits - Privately Owned Street Minimum Right-of-Way Requirement 50-feet minimum	 An aerial photograph of a residential street, Whispering Dr, showing several lots outlined in yellow. One lot, 2359, is outlined in blue. The street is labeled 'Whispering Dr' vertically. The surrounding area includes trees and a body of water on the left.
ROAD #2	AERIAL OF ROAD #2
Roadway Name N/A Roadway Classification N/A Speed Limit N/A Jurisdictional Control N/A Minimum Right-of-Way Requirement N/A	 A large rectangular area with a dashed black border, intended for an aerial photograph of Road #2.

STAFF ANALYSIS REPORT

ZONING CASE #: LU2023-03

ENVIRONMENTAL

Floodplain:

- ☐ Yes
☒ No
☐ Not Verified

Wetlands:

- ☐ Yes
☒ No
☐ Not Verified

Drainage Basin:

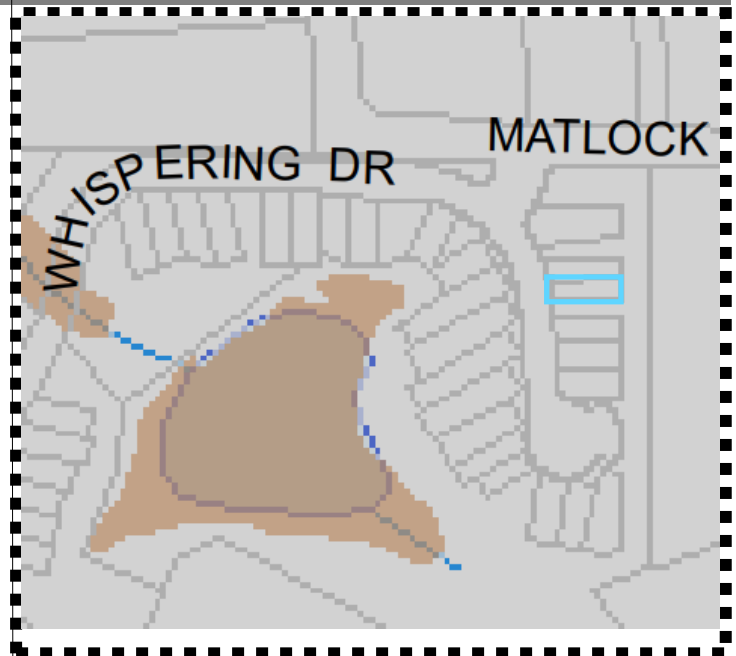
- ☒ None
☐ FEMA 100-year floodplain area
☐ Flood Damage Prevention Ordinance¹
☐ Project subject to Cobb County Damage Prevention Requirements
☐ Dam Breach Zone (Upstream)²
☐ Owner/Developer is responsible for obtaining any required wetland permits from the United States Army Corps of Engineers

Streams and Creeks:

- ☐ Metropolitan River Protection Area³
☐ Chattahoochee River Corridor Tributary Area⁴
☐ Georgia Erosion-Sediment Control Law and County Ordinance⁵
☐ Georgia DNR Variance for work being done in 25-foot stream bank buffers (may be required)
☐ City Stream Buffer Required
☒ No Stream Buffer Required

Public Works Comments: N/A

FEMA FLOOD ZONE MAP



Special Flood Hazard Areas

2018 Flood Zones

- AE
- AE, FLOODWAY
- X, 0.2 Pct Annual Chance
- Land Lots
- Kennesaw City Limits
- Subject Property

ADDITIONAL COMMENTS REGARDING PROJECT:

- Developer may be required to install/upgrade water mains based on fire flow test results or Fire Department code. This will be resolved in the plan review process.
- Developer will be responsible for connecting to the existing County water and sewer systems, installing and/or upgrading all outfalls and water mains and obtaining on and/or off site easements, dedication of on and/or off site water and sewer to Cobb County, as may be required. Rezoning does not guarantee water/sewer availability/capacity unless so stated in writing by the Cobb County Water System. Permit issuances subject to continued treatment plant compliance with EPD discharge requirements.
- Applicant will be responsible to meet all City of Kennesaw Development & Zoning Ordinance Standards, State, County and applicable Federal regulations as part of the plan review approval process. All conceptual representations submitted with the application and acted on by Mayor and Council does not relieve applicant and property owners from meeting all development standards.

1. Designated flood hazard
2. Need to keep residential buildings out of hazard.
3. Within 2000-feet of the Chattahoochee River. ARC review 35-foot undisturbed buffer each side of waterway.
4. Cobb County review (___-feet undisturbed buffer on each side)
5. State of Georgia and Cobb County review.

STAFF ANALYSIS REPORT



ZONING CASE #: LU2023-03

PLANNING AND ZONING

Site Visit:

☐ Yes
☒ No

Staff Member:

Name: N/A
Date of Visit: N/A

Land Use Recommendation:

Home occupational use is compatible

Historic Preservation:

Not in a historic district

Cemetery Preservation:

No cemeteries on site

Required Parking:

1.75 spaces per dwelling unit

DENSITY ANALYSIS

COMMERCIAL: Home kitchen square-footage only

RESIDENTIAL: None proposed

Proposed Parking:

Existing parking spaces

ZONING ADMINISTRATOR'S RECOMMENDATION: **APPROVAL WITH CONDITIONS**

The Zoning Administrator, Darryl Simmons, recommends **approval with conditions** of case #LU2023-03.

Conditions:

1. The land use permit is limited to, exclusive for and only valid for the current applicant and the life of this particular business and use, and it is not transferrable. Any changes would require additional review and approval.
2. There shall be no clients, customers or employees at this location. Nor shall there be any evidence of a home based business visible from the public right-of-way.
3. The land use permit is valid for 24-months after date of approval.

BASIS FOR ZONING ADMINISTRATOR'S RECOMMENDATION

This land use permit request is for an in-home business to bake cookies and sell and distribute them to customers off-site including farmers markets and coffee shops. The proposed activity would be performed entirely in the applicant's kitchen and they will use normal household equipment such as mixers, blenders and a kitchen oven. There will be no commercial equipment used. The intensity of this use is very low and would be compatible to the surrounding zoning districts of RM-8. The applicant shall follow all rules related to cottage food operators as defined within the Unified Development Code in Chapter 1, Section 1.09.02 and home occupational licenses found within Chapter 4, Section 4.04.05.

PLANNING COMMISSION RECOMMENDATION:

To be determined on February 7, 2024

MAYOR AND COUNCIL DECISION:

To be determined on February 19, 2024



Item Report

TO: The Planning Commission

FROM: Darryl Simmons, Zoning Administrator

DATE: February 7, 2024

TITLE: **MISC2024-01** - Consideration for approval of a text amendment request as submitted by the City of Kennesaw. Said request is to amend the Unified Development Code, Appendix A, "Unified Development Code" Section 2.01.03.06 of said chapter regarding the regulation for the R-10 single-family residential district as submitted by the City of Kennesaw.

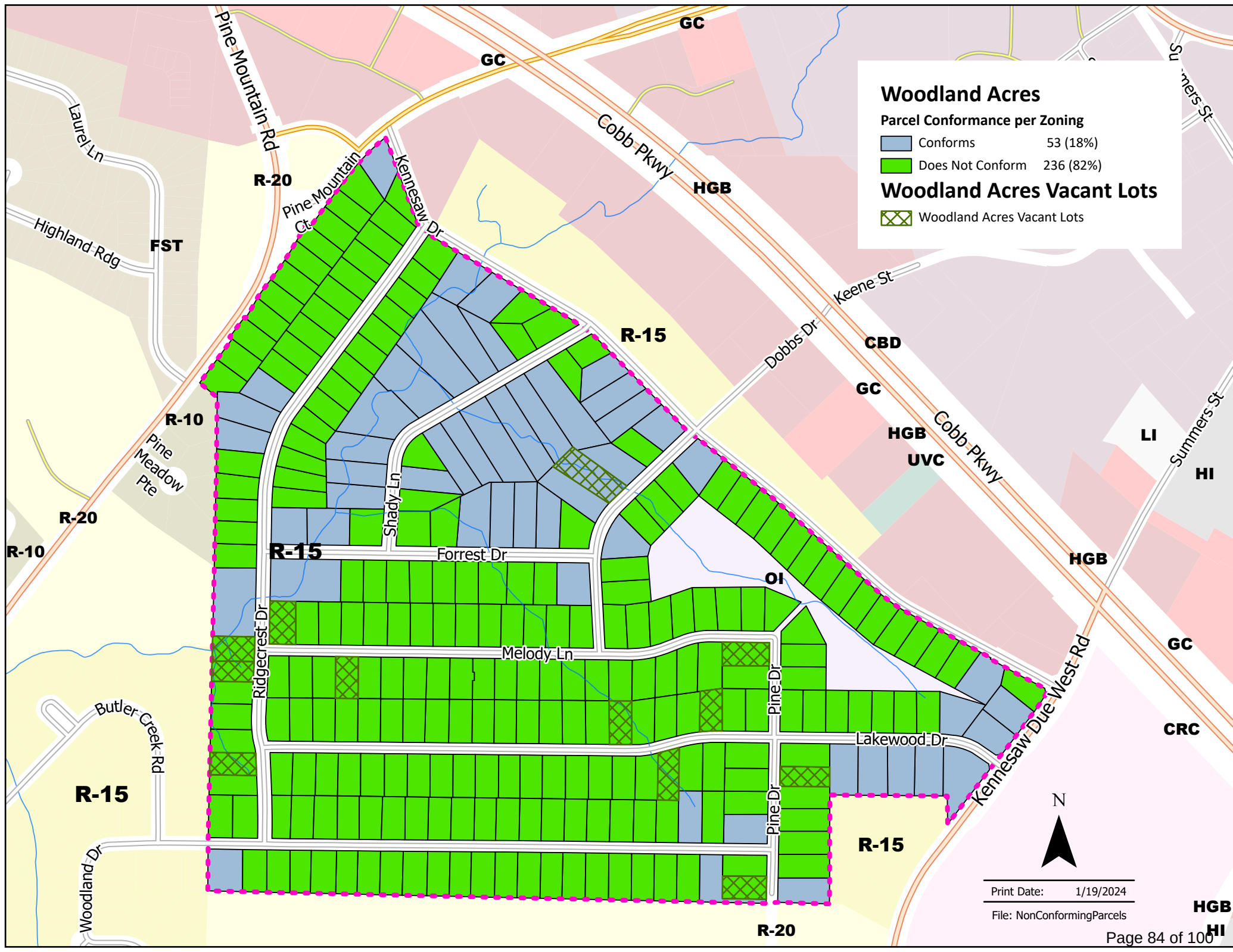
Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. MISC2024-01_WoodlandAcres_Packet
2. MISC2024-01_ZoningMapAmendment_OrdinanceDraft



Woodland Acres

Parcel Conformance per Zoning

	Conforms	53 (18%)
	Does Not Conform	236 (82%)

Woodland Acres Vacant Lots

	Woodland Acres Vacant Lots
---	----------------------------

Print Date: 1/19/2024

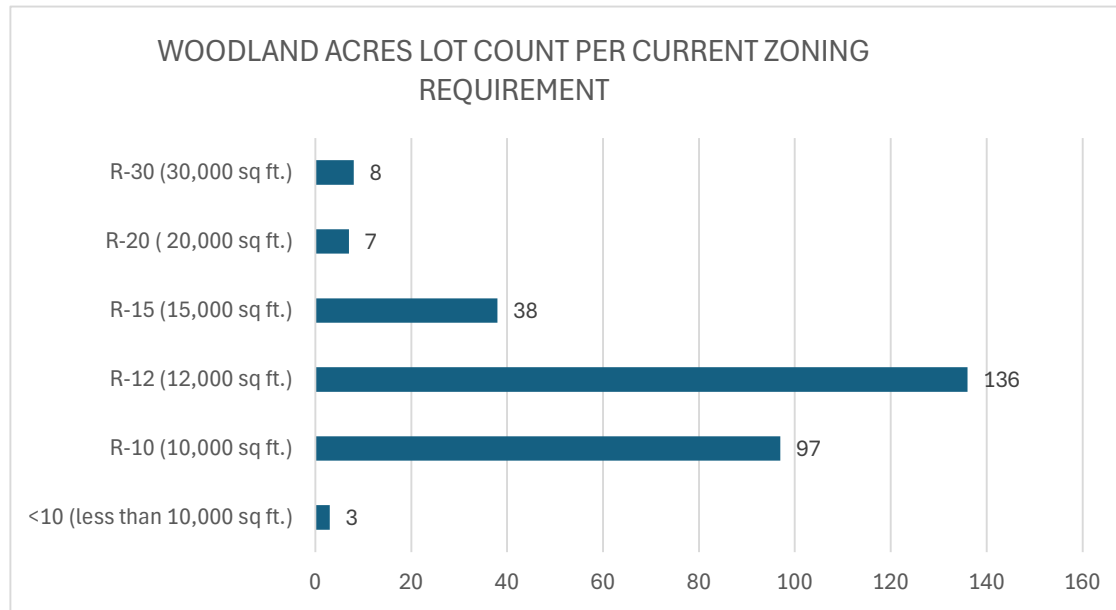
File: NonConformingParcels



HGB
HI

Woodland Acres Data

- Total number of lots – 289
- Number of nonconforming lots – 236
- Number of conforming lots - 53
- Average lot size (sq. ft.) – 13,737.4 sq. ft.



Vacant Lot Data

- Vacant lots – 12

Parcel ID	NonConforming	Acres	Lot Size (Sq ft.)
20016603270	Yes	0.24	10414.01383
20016600500	Yes	0.26	11329.75738
20016601340	Yes	0.27	11671.44927
20016601690	Yes	0.28	11995.95994
20016600570	Yes	0.28	12026.72118
20016600640	Yes	0.28	12264.69444
20016603310	Yes	0.29	12705.35917
20016603260	Yes	0.3	12857.71105
20016601630	Yes	0.3	12887.23478
20016601170	Yes	0.31	13549.50336
20016600200	Yes	0.32	13793.79726
20016602410	No	0.49	21188.47545

Average lot size (Vacant Lots in sq ft.): 13057.06

Minimum Lot size (Vacant lot in sq ft.): 10414.01

WHEREAS prior to 1994, the City of Kennesaw allowed residential development of subdivisions within the City which were developed to R-10 zoning standards; and

WHEREAS in 1994, the City of Kennesaw created a hybrid rezoning classification that authorized such previously existing developed lots to be classified as R-15 zoning but provided for separate uses in order to bring the City classifications more in line with the zoning classifications of Cobb County, Ga.; and

WHEREAS, on March 18, 1996, the City of Kennesaw adopted a comprehensive amendment to the Zoning Ordinance which separated out the two zoning categories into R-15 and R-10 but apparently failed to amend the zoning map to recognize the use of those lots previously developed as R-10 and thus creating a situation whereby many homes were left in a nonconforming use; and

WHEREAS, the City of Kennesaw desires to adopt a text and map amendment to properly reflect these lots which were developed R-10 to address and rectify this oversight;

NOW THEREFORE, the Mayor and City of Kennesaw hereby amends Section 2.01.03.06 by deleting the existing provisions of Section 2.01.03.06 and replacing same as follows:

2.01.03.06 The regulations for the R-10 Single-Family residential district (10,000-square-foot lot size) are as follows:

- A. *Purpose and intent.* The R-10 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage. **Any lot or subdivision developed as a 10,000 square foot which met the conditions of the Ordinance prior to 1994, shall be deemed to a lawful conforming use and the Official Zoning Map of the City of Kennesaw, as amended shall be amended to reflect that these lots and homes thereon shall be rezoned as lawful and conforming and subject to the regulations contained herein.**
- B. *Uses.* Any use not permitted as of right, or not permitted by Special Exception, or not permitted by land use permit is prohibited. To the extent there is a conflict between the permitted use table and this subsection, this section shall control for purposes of determining whether the use is allowed. See Section 4.04.01 for standards associated with Special Exception uses. Any conflict between the standards set forth in this district and those set forth in Section 4.04.01, the standards in Section 4.04.01 shall control for purposes of developing a Special Exception use.

The following uses are permitted:

Clubs or lodges

Community Fairs

Designated recycling collection locations

Executive golf courses
Golf courses (Par 3)
Golf courses (18-hole regulation; private and public)
Group homes
Limited home occupation
Nonprofit riding stables
Nonprofit (seasonal use) fishing lakes
Private parks
Recreation grounds other than tennis courts and golf courses
Religious assemblies
Single family dwelling units (detached)
Temporary uses
The following uses are permitted by special exception (refer to [section 4.04.01](#)):
Cemeteries
Mausoleums
Private community centers
Private schools of general and special education

The following uses are permitted by land use permit or special land use permit:

Cottage food operators (refer to [section 4.04.05](#) Standards for Home Occupation)
Family child care learning home (refer to [section 4.04.05](#) Standards for Home Occupation)
Home occupation (refer to [section 4.04.05](#))
Manufactured Homes
Radio, television and other communication towers and antennas (refer to [section 4.04.06](#))

C. *Requirements for certain uses.* The following uses shall have the requirements as ascribed to them in this subsection.

1. *Cottage Food Operators:*

- (a) Cottage food operators shall adhere to all rules and regulations imposed by the Georgia Department of Agriculture.
- (b) There shall be no signage or other exterior evidence of the cottage food operator.
- (c) Deliveries of specialty ingredients such as herbs and spices, etc., limited to those made by the United States Postal Service or other carrier (FedEx, United Parcel Service, etc.) that routinely deliver mail/internet order products to residents.
- (d) No cottage food products prepared by the cottage food operator may be picked up by a commercial carrier.
- (e) There shall be no employees parking on the site unless approved by the Mayor and City Council in accordance with [Section 4.04.05](#).
- (f) A home occupation land use permit shall be required.

2. *Limited Home Occupations:*

- (a) There shall be no exterior evidence of the home occupation, including but not limited to any type of identifying signs.
- (b) No article, product or service used or sold in connection with such activity shall be other than those normally found on the premises.
- (c) No mechanical equipment shall be used for such occupation except such equipment as is customary for purely household and hobby purposes.
- (d) Such use shall be conducted entirely within the dwelling unit, and only persons living in the dwelling unit shall be employed in such occupation.
- (e) No more than 25 percent of the dwelling unit may be used for the operation.
- (f) No materials, equipment or business vehicles may be stored or parked on the premises, except that one business vehicle, used exclusively by the resident may be parked in a carport, garage, or rear or side yard.
- (g) The off-site employees of the resident shall not congregate on the premises for any purpose concerning the business of the home occupation.
- (h) There shall be no deliveries of supplies for use in the home occupation or pickups of the items produced by the occupant by commercial carriers.
- (i) No clients or customers are allowed on the premises on a regular basis.
- (j) The limited home occupation shall not create a nuisance.

3. *Designated Recycling Collection Locations:*

- (a) Must be maintained in a safe, clean, neat, and sanitary fashion;
- (b) Such location shall be visually screened and maintained;
- (c) Such location shall be within the building setbacks unless otherwise approved by the zoning administrator or his/her designee due to topography, safety, internal traffic flow, site distance, or for other site-related circumstances not created by the property owner.

4. *Group Home:*

- (a) A group home shall be shared by four or fewer persons, excluding resident staff;
- (b) The group home must provide the City of Kennesaw with a copy of its scheduled activity plan, a copy of the group home rules, and, if applicable, evidence of active enforcement under the Georgia Association of Recovery Residence standards;
- (c) The group home must be under the direction and guidance of a designated managing caregiver that resides at the group home;
- (d) The designated managing caregiver or his or her designee shall be available on a 24-hour basis in the event of emergencies or complaints;
and
- (e) A group home must submit to random inspections by the City Code Enforcement.

- (f) A group home shall comply with all applicable regulations by the Board of Behavioral Health and Developmental Disabilities and the Department of Behavioral Health and Developmental Disabilities.

5. *Family childcare learning home:*

- (a) Maximum of six children under 13 years of age at one time for pay or not for pay;
- (b) For purpose of this section only, children who are related by direct blood kin or adoption to the childcare provider shall not be included in the calculation of the six children limitation;
- (c) The childcare shall not create a nuisance to immediately adjacent property owners;
- (d) Off-street parking must be provided for childcare pick-up and drop-off; and
- (e) No employees;
- (f) Proof of a Family child care learning home license under O.C.G.A. § 20-1A-10(v), or as amended from time to time, by the Department of Early Care and Learning or its successor agency;
- (g) A home occupation land use permit shall be required.

6. *Temporary Uses:*

- (a) An approved temporary use shall not exceed 30 days and may be renewed for not more than one additional 30-day period.
- (b) Adequate off-street parking shall be provided.
- (c) Application for a temporary use shall be made with the City Business License division.

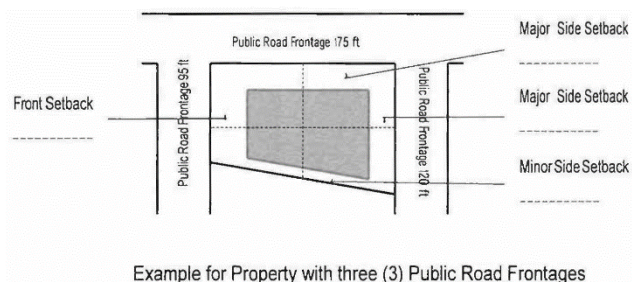
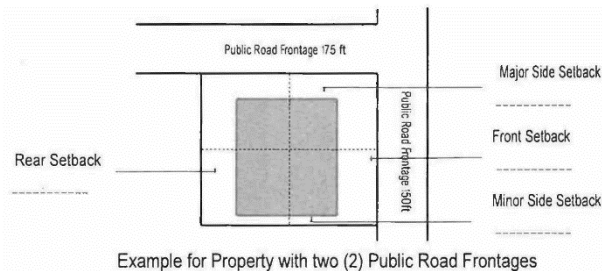
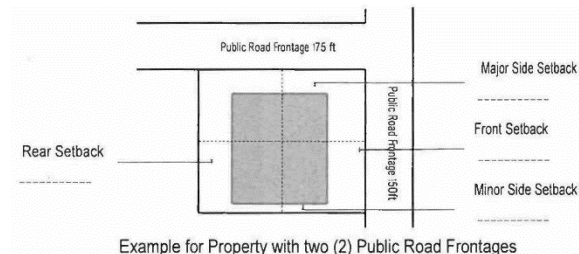
D. *Dimensional standards for Development.* Setback shall be measured from the property line of the parcel. The property with shortest amount of road frontage shall be the front setback for determining other setbacks (major side, side, rear).

- 1. *Minimum lot size:* 10,000 square feet. The Zoning Administrator shall not be authorized to recommend a variance for more than 25 percent of the minimum lot size.
- 2. *Minimum floor area:* 1,050 square feet.
- 3. *Minimum lot width at front setback line:* 75 feet; cul-de-sac, 60 feet.
- 4. *Minimum public road frontage:* 75 feet; cul-de-sac, 50 feet.
- 5. *Maximum cover:* 30%
- 6. *Maximum building height:* 35 feet.
- 7. A basement shall be counted as a story if the ceiling is six feet or more above the grade and is either subdivided or used for dwelling or business purposes. A basement is a portion of the building partly underground which has more than one-half of its height measured from finished floor to finished ceiling above the average grade of the adjoining ground.
- 8. *Minimum building setbacks:*
 - (a) Front yard as measured from arterial: 40 feet.
 - (b) Front yard as measured from collector: 40 feet.

- (c) Front yard as measured from local: 35 feet.
- (d) Side yard (aka minor side yard): 10 feet.
- (e) Rear yard: 20 feet.
- (f) Major side: 25 feet.

9. *Measuring building setbacks:* The number and type of setbacks is determined based on the number and type of public road frontages for the lot as follows and as shown on the following diagram:

- (a) *One public road frontage:* The front yard setback is measured from the one public road frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the other two yards are side yards.
- (b) *Two public road frontages:* The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The major side yard setback is measured from the road with the longer frontage (arterial, collector, or local). The yard opposite the front yard is the rear yard and the yard opposite the major side yard is the minor side yard.
- (c) *Three public road frontages:* The front yard setback is measured from the road with the shortest frontage (arterial, collector, or local). The two major side yard setbacks are measured from the other two road frontages (arterial, collector, or local). The remaining yard is a minor side yard.
- (d) Building setbacks apply to both principal and accessory buildings and structure except where it explicitly states otherwise.
- (e) Irregular shaped lots: The Planning and Zoning Administrator will determine setbacks for irregular shaped lots adhering to the spirit and intent of this section.



The effective date of this ordinance shall be _____, 2024

SO RESOLVED, this _____ day of _____, 2024.

**CITY OF KENNESAW
PUBLIC NOTICE**

Notice is hereby given that the City of Kennesaw shall hold public hearings to amend the Unified Development Code. The proposed amendment is to amend Section 2.01.03.06 regarding the regulations for the R-10 single-family residential district.

A copy of the amendment to the Unified Development Code is on file in the Office of Planning and Zoning during normal business hours, Monday-Friday from 8 a.m. to 5 p.m. for public viewing. The Planning Commission shall hold a meeting on February 7, 2024 at 6:30 p.m. with a final scheduled hearing and adoption by the Mayor and Council to be considered on February 19, 2024 at 6:30 p.m. Meetings will be held in the Kennesaw City Council Chambers, 2529 J.O. Stephenson Avenue, Kennesaw, GA. All interested persons may attend and be heard relative there to.

Mayor and Council will be conducting their meeting in person and you can access the meeting via the following link: <https://www.facebook.com/CityofKennesaw/>

Any interested citizens are invited to email kennesawcouncil@kennesaw-ga.gov.

Legal ad to run on January 26, 2024 and February 2, 2024.

CITY OF KENNESAW

ORDINANCE NO. 2024-, 2024

**AN ORDINANCE TO ADOPT THE OFFICIAL ZONING MAP OF THE
CITY OF KENNESAW**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,
COBB COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, prior to 1994, the City of Kennesaw allowed residential development of subdivisions within the City which were developed to R-10 zoning standards; and

WHEREAS, in 1994, the City of Kennesaw created a hybrid rezoning classification that authorized such previously existing developed lots to be classified as R-15 zoning but provided for separate uses in order to bring the City classifications more in line with the zoning classifications of Cobb County, Ga.; and

WHEREAS, on March 18, 1996, the City of Kennesaw adopted a comprehensive amendment to the Zoning Ordinance which separated out the two zoning categories into R-15 and R-10 but apparently failed to amend the zoning map to recognize the use of those lots previously developed as R-10 and thus creating a situation whereby many homes were left in a nonconforming use; and

WHEREAS, the City of Kennesaw desires to adopt a text and map amendment to properly reflect these lots which were developed R-10 to address and rectify this oversight;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City of Kennesaw hereby amends Section 2.01.03.06 by deleting the existing provisions of Section 2.01.03.06 and replacing same as follows:

2.01.03.06 The regulations for the R-10 Single-Family residential district (10,000-square-foot lot size) are as follows:

- A. *Purpose and intent.* The R-10 single-family residential district is intended to provide suitable areas for single-family, detached dwellings at medium densities as defined by the City of Kennesaw Comprehensive Land Use Plan, and as may be amended from time to time, with access to both public water and sewerage. **Any lot or subdivision developed as a 10,000 square foot which met the conditions of the Ordinance prior to 1994, shall be deemed to a lawful conforming use and the Official Zoning Map of the City of Kennesaw, as amended shall be amended to reflect that these lots and homes thereon shall be rezoned as lawful and conforming and subject to the regulations contained herein.**
- B. *Uses.* Any use not permitted as of right, or not permitted by Special Exception, or not permitted by land use permit is prohibited. To the extent there is a conflict between the permitted use table and this subsection, this section shall control for purposes of determining whether the use is allowed. See Section 4.04.01 for standards associated with Special Exception uses. Any conflict between the standards set forth in this district and those set forth in Section 4.04.01, the standards in Section 4.04.01 shall control for purposes of developing a Special Exception use.

The following uses are permitted:

- Clubs or lodges
- Community Fairs
- Designated recycling collection locations
- Executive golf courses
- Golf courses (Par 3)
- Golf courses (18-hole regulation; private and public)
- Group homes
- Limited home occupation
- Nonprofit riding stables
- Nonprofit (seasonal use) fishing lakes
- Private parks
- Recreation grounds other than tennis courts and golf courses
- Religious assemblies
- Single family dwelling units (detached)
- Temporary uses

The following uses are permitted by special exception (refer to section 4.04.01):

- Cemeteries
- Mausoleums
- Private community centers
- Private schools of general and special education

The following uses are permitted by land use permit or special land use permit:

- Cottage food operators (refer to section 4.04.05 Standards for Home Occupation)
- Family child care learning home (refer to section 4.04.05 Standards for Home Occupation)
- Home occupation (refer to section 4.04.05)
- Manufactured Homes
- Radio, television and other communication towers and antennas (refer to section 4.04.06)

C. *Requirements for certain uses.* The following uses shall have the requirements as ascribed to them in this subsection.

1. *Cottage Food Operators:*

- (a) Cottage food operators shall adhere to all rules and regulations imposed by the Georgia Department of Agriculture.
- (b) There shall be no signage or other exterior evidence of the cottage food operator.
- (c) Deliveries of specialty ingredients such as herbs and spices, etc., limited to those made by the United States Postal Service or other carrier (FedEx, United Parcel Service, etc.) that routinely deliver mail/internet order products to residents.
- (d) No cottage food products prepared by the cottage food operator may be picked up by a commercial carrier.
- (e) There shall be no employees parking on the site unless approved by the Mayor and City Council in accordance with Section 4.04.05.
- (f) A home occupation land use permit shall be required.

2. *Limited Home Occupations:*

- (a) There shall be no exterior evidence of the home occupation, including but not limited to any type of identifying signs.

- (b) No article, product or service used or sold in connection with such activity shall be other than those normally found on the premises.
- (c) No mechanical equipment shall be used for such occupation except such equipment as is customary for purely household and hobby purposes.
- (d) Such use shall be conducted entirely within the dwelling unit, and only persons living in the dwelling unit shall be employed in such occupation.
- (e) No more than 25 percent of the dwelling unit may be used for the operation.
- (f) No materials, equipment or business vehicles may be stored or parked on the premises, except that one business vehicle, used exclusively by the resident may be parked in a carport, garage, or rear or side yard.
- (g) The off-site employees of the resident shall not congregate on the premises for any purpose concerning the business of the home occupation.
- (h) There shall be no deliveries of supplies for use in the home occupation or pickups of the items produced by the occupant by commercial carriers.
- (i) No clients or customers are allowed on the premises on a regular basis.
- (j) The limited home occupation shall not create a nuisance.

3. *Designated Recycling Collection Locations:*

- (a) Must be maintained in a safe, clean, neat, and sanitary fashion;
- (b) Such location shall be visually screened and maintained;
- (c) Such location shall be within the building setbacks unless otherwise approved by the zoning administrator or his/her designee due to topography, safety, internal traffic flow, site distance, or for other site-related circumstances not created by the property owner.

4. *Group Home:*

- (a) A group home shall be shared by four or fewer persons, excluding resident staff;
- (b) The group home must provide the City of Kennesaw with a copy of its scheduled activity plan, a copy of the group home rules, and, if applicable, evidence of active enforcement under the Georgia Association of Recovery Residence standards;
- (c) The group home must be under the direction and guidance of a designated managing caregiver that resides at the group home;
- (d) The designated managing caregiver or his or her designee shall be available on a 24-hour basis in the event of emergencies or complaints; and
- (e) A group home must submit to random inspections by the City Code Enforcement.
- (f) A group home shall comply with all applicable regulations by the Board of Behavioral Health and Developmental Disabilities and the Department of Behavioral Health and Developmental Disabilities.

5. *Family childcare learning home:*

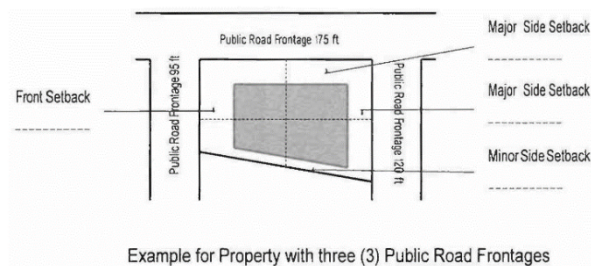
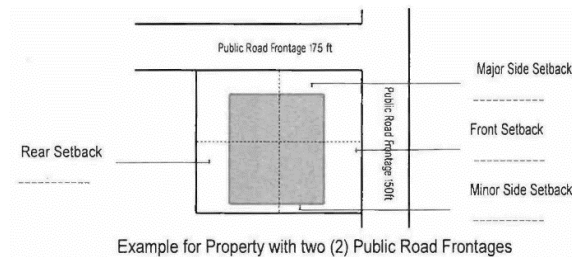
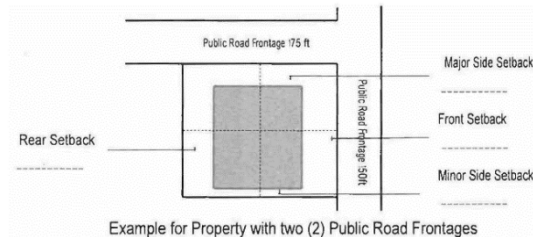
- (a) Maximum of six children under 13 years of age at one time for pay or not for pay;

- (b) For purpose of this section only, children who are related by direct blood kin or adoption to the childcare provider shall not be included in the calculation of the six children limitation;
 - (c) The childcare shall not create a nuisance to immediately adjacent property owners;
 - (d) Off-street parking must be provided for childcare pick-up and drop-off; and
 - (e) No employees;
 - (f) Proof of a Family child care learning home license under O.C.G.A. § 20-1A-10(v), or as amended from time to time, by the Department of Early Care and Learning or its successor agency;
 - (g) A home occupation land use permit shall be required.
6. *Temporary Uses:*
- (a) An approved temporary use shall not exceed 30 days and may be renewed for not more than one additional 30-day period.
 - (b) Adequate off-street parking shall be provided.
 - (c) Application for a temporary use shall be made with the City Business License division.

D. *Dimensional standards for Development.* Setback shall be measured from the property line of the parcel. The property with shortest amount of road frontage shall be the front setback for determining other setbacks (major side, side, rear).

- 1. *Minimum lot size:* 10,000 square feet. The Zoning Administrator shall not be authorized to recommend a variance for more than 25 percent of the minimum lot size.
- 2. *Minimum floor area:* 1,050 square feet.
- 3. *Minimum lot width at front setback line:* 75 feet; cul-de-sac, 60 feet.
- 4. *Minimum public road frontage:* 75 feet; cul-de-sac, 50 feet.
- 5. *Maximum cover:* 30%
- 6. *Maximum building height:* 35 feet.
- 7. A basement shall be counted as a story if the ceiling is six feet or more above the grade and is either subdivided or used for dwelling or business purposes. A basement is a portion of the building partly underground which has more than one-half of its height measured from finished floor to finished ceiling above the average grade of the adjoining ground.
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- 9. *Measuring building setbacks:* The number and type of setbacks is determined based on the number and type of public road frontages for the lot as follows and as shown on the following diagram:
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- (d) Building setbacks apply to both principal and accessory buildings and structure except where it explicitly states otherwise.
- (e) Irregular shaped lots: The Planning and Zoning Administrator will determine setbacks for irregular shaped lots adhering to the spirit and intent of this section.



PASSED AND ADOPTED by the Kennesaw City Council on this day of February 19, 2024.

Attest:

City of Kennesaw

Lea Alvarez, City Clerk

Derek Easterling, Mayor



Item Report

TO: The Planning Commission
FROM: Darryl Simmons, Zoning Administrator
DATE: February 7, 2024
TITLE: **MISC2024-02** - Consideration for approval to adopt the 2024 Official Zoning Map for the City of Kennesaw.

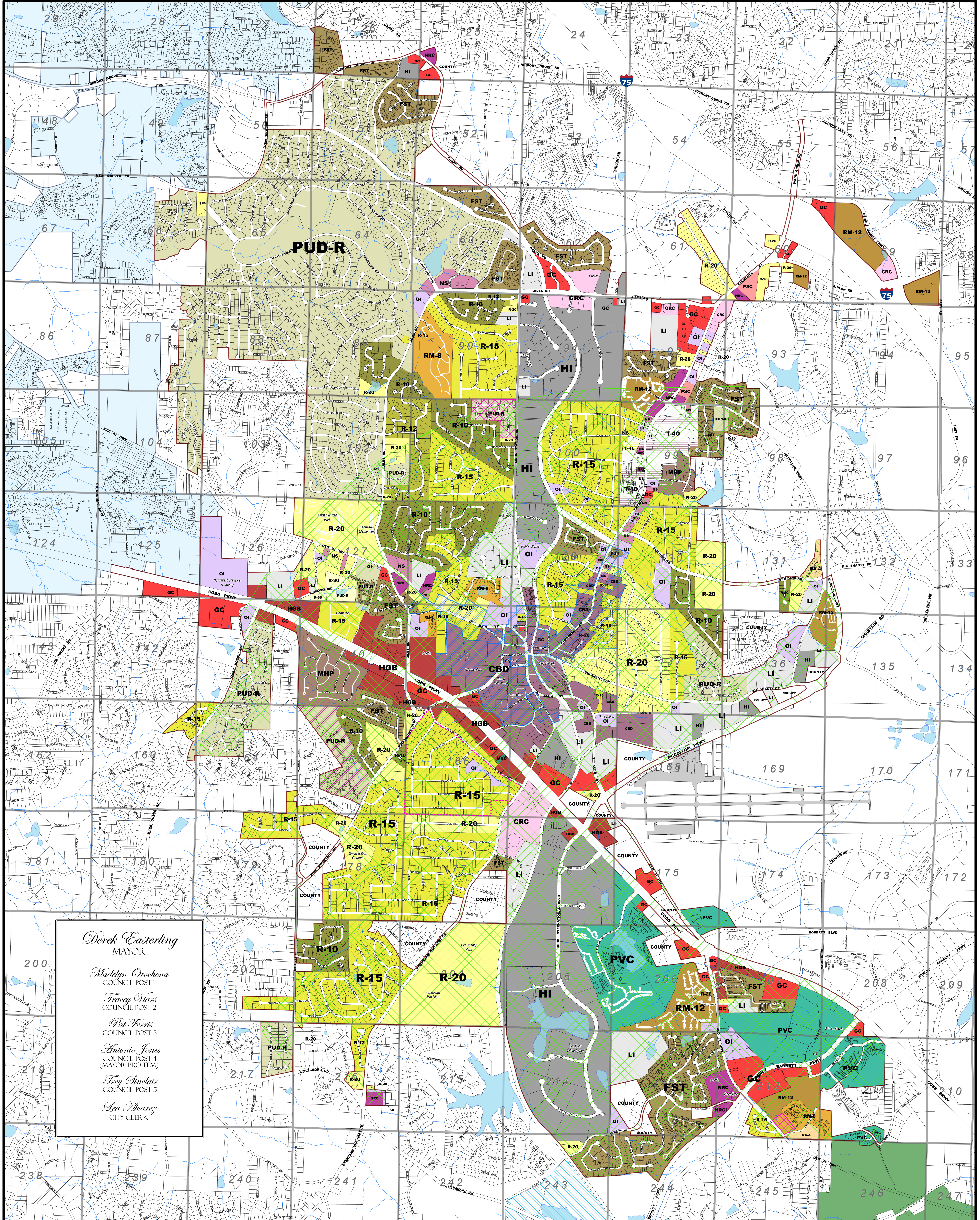
Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. MISC2024-02_ZoningMap_NoSignature
2. ORD2024-_Zoning Map Adoption



Derek Easterling
MAYOR

Madelyn Orachena
COUNCIL POST 1

Tracey Viars
COUNCIL POST 2

Pat Ferris
COUNCIL POST 3

Antonio Jones
COUNCIL POST 4
(MAYOR PRO-TEM)

Troy Sinclair
COUNCIL POST 5

Lea Alvarez
CITY CLERK

Zoning Districts

CBD	HGB	NRC	PUD-R	R-20	RA-6
CRC	HI	NS	PVC	R-30	RM-8
FST	LI	OI	R-10	R-40	RM-12
GC	MHP	PBSH	R-12	RA-4	RM-16
		PSC	R-15	RA-5	UVC

Form Based Code

Open Space	T-3	T-4L	T-4O	T-5
Woodland Acres Non-Conforming Parcels				

Zoning Overlays

Airport Hazard District	Conservation Subdivision	Historic Districts	Historic Preservation Village	Senior Living
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Acworth City Limits	Kennesaw City Limits	Kennesaw Mtn Nat'l Battlefield	Land Lots 139	Marietta City Limits
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ADOPTED OFFICIAL ZONING MAP

MAYOR DEREK EASTERLING

CITY OF KENNESAW
PLANNING & ZONING DEPT.
"ALWAYS PLANNING FORWARD"

Ordinance: 2023-01
Adopted: Feb 20, 2023
Revised: Jan 18, 2024
File: ZoningMap_ep

1" = 700'

Page 99 of 100

CITY OF KENNESAW

ORDINANCE NO. 2024- , 2024

**AN ORDINANCE TO ADOPT THE OFFICIAL ZONING MAP OF THE
CITY OF KENNESAW**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,
COBB COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, an Ordinance is necessary to adopt the Official Zoning Map of the City of Kennesaw, Georgia, and;

WHEREAS, notice as advertised in the Marietta Daily Journal on January 26, 2024, and February 2, 2024; and

WHEREAS, the Kennesaw Planning Commission held a public hearing on this proposal on February 7, 2024 recommending approval; and

WHEREAS, the Mayor and Council held a public hearing on this proposal on February 19, 2024; and

WHEREAS, the Mayor and Council have determined that the proposed Official Zoning Map is in the best public interest and meets the standards established.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Kennesaw, Cobb County, Georgia, that the Official Zoning Map of the City of Kennesaw, Georgia is hereby adopted to reflect all zoning approvals regarding annexations and rezonings between January 1, 2023 and February 19, 2024; and

BE IT FURTHER ORDAINED THAT this Ordinance and the attached map shall become effective from and after its adoption and execution by the Mayor.

PASSED AND ADOPTED by the Kennesaw City Council on this day of February 19, 2024.

Attest:

City of Kennesaw

Lea Alvarez, City Clerk

Derek Easterling, Mayor