

WISTERIA PLACE (UNIT FOUR)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made and published this 26 day of January 1998 by CRESCENT MOUNTAIN PROPERTIES, INC., a corporation formed under the laws of Georgia and having its principal office in Gwinnett County, Georgia and is hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Unit Four of WISTERIA PLACE SUBDIVISION, County of Gwinnett, State of Georgia, which is more particularly described as follows:

(SEE EXHIBIT "A")

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to WISTERIA PLACE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the Common Area is described as follows:

(SEE EXHIBITS "A-1" AND "A-2")

Section 5. "Lot" shall mean and refer to any plot of land shown upon, any recorded subdivision map of the Properties, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to CRESCENT MOUNTAIN PROPERTIES, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws; his right of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property. He may not delegate his right of enjoyment of the Common Area and facilities to any other resident of the subdivision.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall be members, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

- (a) when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or
- (b) on December 31, 1999. Normal + 12 pt, Black, Expanded by 0.15 pt

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2-. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Beginning January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred (\$300) Dollars per lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment of the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3rds) of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may MX the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting, in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to all Lots on the 1st day of the month preceding the opening of the Common Area for the members' use. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The prorated assessment shall be due on or before the opening date. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-payment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the

Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Architectural control shall cease upon the date of the sale of the final undeveloped lot. or December 31, 1999. whichever occurs earlier.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners; and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owner. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3rds) of each class of members.

Section 5. Termination of Covenants. The above referred to covenant; shall terminate on January 29, 2027.

ARTICLE VII GENERAL COVENANTS AND
RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single family residential use; provided, however, that nothing herein shall be construed to prohibit or prevent Declarant or any builder of residence on the Property from using any Lot owned by Declarant or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots and/or new homes on Lots, and Declarant shall have the right to use any building located on the Common Property, or any Lot for sales office or other sales purposes until the last Lot owned by Declarant has been conveyed to an Owner. No temporary house, shack, or tent shall be erected on said Lots or parcels to be used for school or kindergartens. No Lot shall be subdivided nor shall any two or more Lots be combined to make a single building Lot without the express written consent of Crescent Mountain Properties, Inc. The Architectural Control Committee shall have the right to reconfigure or re-subdivide Lots, as well as the right to reconfigure the roads located on the Property and additional property. This right shall include the right of the Declarant to reroute roads through previously platted Lots owned by Declarant, or with the consent of the Owner of said Lot.

Section 2. Common Area. The Common Area shall be used by the Owners who have paid their Association assessments, and Declarant, and their agents, servants, tenants, family members, invitees and licensees for such other purposes as may be authorized by the Association. An Owner who has paid his Association assessment may not invite an Owner who has not paid same.

Section 3. Debris. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to* exist upon any portion of the Property.

Section 4. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot except for the initial construction of residences and development of the Property unless the same is approved by the Architectural Control Committee.

Section 5. Signs.

(a) No signs whatsoever shall be installed, altered or maintained on any Lot. or on any portion of a Structure visible from the exterior thereof, except:

- (i) such signs as may be required by legal proceedings;
- (ii) not more than one "For Sale" or "For Rent" sign, plus one builder "ID" sign which is subject to the approval of the Architectural Control Committee; provided, however, that in no event shall any such sign be larger than six (6) square feet in area; and
- (iii) directional signs for vehicular or pedestrian safety;
- (iv) entry signs used to identify subdivision marketing signs used to advertise subdivision by Declarant, and in conjunction therewith. brochure holders.

(b) Following the consummation of the sale of any Lot the sign located thereon shall be removed immediately.

Section 6. Fences. No chain link or cyclone fence which can be seen from either front or side street may be placed on the property, except that Declarant may, but is not required to do so, place such fences on the Common Area or on the perimeters of the Property should Declarant deem it necessary. Any fencing must be approved by Wisteria Place Architectural Committee. No fences shall be erected closer to the street than the back corner of the dwelling. No above ground electric fencing shall be allowed. Any chain link fence previously approved must be covered by bushes as intended by the Covenants dated May 31, 1995, recorded in Deed Book 11349, page 128. Gwinnett County Superior Court Records, which are replaced by these Restrictive Covenants.

Section 7. Recreational vehicles, trailers, etc. Recreational vehicles, trailers, campers, trucks (except pickups and vans), travel buses, or any such equipment must be parked in the extreme rear of property, and sufficient natural cover erected to shield same from visibility. No inoperative vehicle shall be parked on any Lot for any period of time in excess of fourteen (14) days. No owners or occupants of any lot or parcel of land shall repair or restore any vehicle of any kind upon any lot or upon any parcel of land, except for emergency repairs, and then only to the extent necessary to enable the movement thereon to a proper repair facility.

Section 8. Recreational Equipment. No recreational and playground equipment shall be placed or installed on any Lot which is visible from the street abutting such Lot without the approval of the Architectural Control Committee. Basketball goals shall be set behind the front of the dwelling as such dwelling fronts on the street abutting such Lot and shall be subject to the approval of the Architectural Control Committee. This includes plastic, metal, or wooden toys big enough to enter as a "house", sandbox, or climbing equipment.

Section 9. Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, tennis court, a tool shed, a mailbox, a dog house, or a garage; a garage may also be a detached accessory structure. Such accessory structures shall not exceed twenty (20') feet in height and

shall conform in exterior materials, design and quality to the dwelling on the same Lot. With the exception of a garage that is attached to a dwelling, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot. Such accessory structures shall also be located with such side and rear set back lines as may be required hereby, or by applicable zoning law. However, there shall be no lighting for tennis courts or any other outside lighting, except as may be approved by the Architectural Control Committee. Any such accessory structure must be approved in advance, in writing, by the Architectural Control Committee.

Section 10. Improvement of Lots. All construction of dwellings, accessory structures, and all other improvements on the Property shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code, rules, regulations and orders of all applicable governmental agencies and authorities.

(b) Concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot.

(c) Building Lines. No building shall be located nearer to the street line than indicated by the building lines shown on the plat, nor nearer to the side lot line than ten (10') feet - twenty five (25') total.

(d) Architectural Guidelines. Approval of Plans. No building shall be erected, placed, altered, or permitted to remain on said land until the building plans, elevations, removal, of natural vegetation, specifications of materials. specification of exterior finishes, buildings, have been approved by the Wisteria Place Architectural Committee.

The following architectural guidelines shall be applied in general: however, Crescent Mountain Properties, Inc. reserves the right for itself or Wisteria Place Architectural Committee to approve a design which is not strictly in accordance with those guidelines if, in the sole discretion of Crescent Mountain Properties, Inc., or Wisteria Place Architectural Committee, that the proposed construction substantially complies with the guidelines and protective covenants and will not detract from other residences already constructed in the subdivision. The architectural guidelines are as follows:

(e) Square Footage. The minimum square footage on each home constructed shall be no less than sixteen hundred (1600) square feet of heated living space.

- (ii) Roofing material shall be fiberglass shingles of a dark gray or black color, and the roof shall have a pitch of seven/twelve (7/12) or greater. Gables facing the street must have a pitch of eight/twelve (8/12) or greater.
- (iii) Special attention shall be given as to the size, proportion and construction detail of all dormers.
- (iv) Each plan must be individually approved for elevation, citing, color and textures of exterior materials, including retaining walls and other appurtenant structures.
- (v) Each plan must have a minimum overhang of one (1) foot.
- (vi) Exteriors. It is the desire that house colors maintain architectural continuity. All house colors must be approved by the Wisteria Place Architectural Committee, or Crescent Mountain Properties, Inc. No loud or offensive colors are permitted. Approved colors shall be of a muted or earthy tone. All brick, stucco or stone tones must also be approved as above.

(f) Landscaping. All landscaping must be completed in accordance with the design approval of the Wisteria Place Architectural Committee. All landscaping designs must have sodded yards from the front of each dwelling to the street and from both sides of the dwelling to property lines. (Bermuda Taft No. 419 sod or other comparable approved ground cover.) The sides of corner lots bordering a street must be treated as a "front" yard.

(g) Only one mailbox shall be located on any Lot. The mailbox shall be selected to be consistent with the quality and design of surrounding dwellings and mailboxes, and shall be placed and maintained to complement the dwelling to which it is appurtenant to the extent such mailbox is permitted to be located and maintained by the United States Postal Service, its successors and assigns. All mailboxes must be approved by the Architectural Control Committee.

(h) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other materials or devices used for building purposes shall be stored on any Lot, except for the purpose of construction of a dwelling/or accessory structure, on such Lot. nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.

(i) No exposed above-ground tanks for the storage of fuel or water, or any other substance, shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Control Committee.

(j) Adequate off-street parking shall be provided for each Lot.

(k) No carport shall be permitted in the subdivision and all garages must have doors. Each garage door must be coordinated in design and color with the dwelling to which it is appurtenant.

(l) Any construction on a Lot shall be at the risk of the Owner of such Lot and the Owner of such Lot shall be responsible for any damage to any curbing or street resulting from construction on such Lot. Repairs of such damage must be made within thirty (30) days after completion of such construction.

(m) Radio and Television. Wisteria Place Architectural Control Committee must approve the location of exterior radio and television aerials. Satellite dishes of the umbrella or rock garden type, or small pizza size (18") are allowed with special approval by Wisteria Place Architectural Control Committee.

Section 11. Animals. No animals, including birds, insects and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance.

Section 12. Accessory Structures Installed by Declarant. Entry signs, fences, walls and landscaping installed by Declarant on the Property shall be and are hereby dedicated to the use and benefit of all owners and shall not be removed or altered without a two-thirds (2/3rds) vote of the Association Class A members.

Section 13. Miscellaneous Fixtures. To provide a neat, attractive and harmonious appearance throughout the neighborhood, no awnings, shades or window boxes shall be attached to, hung or used on the exterior of any window or door of any house; and no railings, fences, walls, antennae or satellite dishes shall be installed or constructed upon any lot or parcel of land Without the prior written consent of the Architectural Control Committee, further, no foil or other reflective material shall be used on any windows or sunscreens, blinds, shades, or for any other purpose, nor shall any window mounted heating, air conditioning or fan units be permitted. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained upon any lot or parcel of land, nor shall any clothing, rugs or other items be hung on any railing, fence, hedge or wall.

Section 14. Noise or Odors. No activities shall be carried on upon any of the properties which shall create unusual noise or odors for a residential neighborhood.

Noise shall be kept to a minimum from 10 p.m. to 8 a.m. the following day.

Section 15. Tennis Courts and Recreation Area Restrictions. There shall be no lighted tennis courts on any Lot except on the Common Property, and there shall be no regularly organized team sports on any ball field which may be established on the Common Property.

Section 16. Property Maintenance Requirements. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, Crescent Mountain Properties, Inc. and Wisteria Place Architectural Committee, or the authorized agents or successors and assigns, may after ten (10) days' notice to such Owner, enter upon such lot and have the grass, woods and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed. Although notice given as hereinabove provided shall be sufficient to give Crescent Mountain Properties, Inc. or its designated committee, or its successors and assigns, the right to enter upon any such Lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7 a.m. and 6 p.m. and on any day except Sunday. Cost of said clean-up shall be the responsibility of the property owner.

Section 17. Enforcement. Any violation of any of the covenants herein set forth by a person, firm or corporation obligated to comply with the same, in such event, any person entitled to protection under these covenants may proceed at law/ or in equity or in any court, either civil or criminal, to prevent a recurrence of said violation, or to recover damages for such violation.

Section 18. Liquidated Damages. Any Owner violating this covenant or permitting the covenant to be violated by a person occupying his or her premises agrees to liquidated damages not to exceed fifty (\$50) dollars per day for each violation. It is agreed that the damages shall be recoverable for each calendar day the violation continues. The recovery may be made by any Owner of any Lot or parcel subject to these covenants, except the violator shall not be required to pay damages to more than one person, plaintiff or complainant.

ARTICLE VIII

EASEMENTS ZONING AND OTHER RESTRICTIONS

Section 1. Easements.

(a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the Property owned by Declarant for any purpose which Declarant deems necessary.

including, by way of example and not limitation. the following:

(i) the erection, installation, construction and maintenance of wires, lines conduits and poles, and the necessary or proper attachments in connection with the transmission of electricity, telephone, cable television and other utilities, and similar facilities;

(ii) the erection, installation, construction and maintenance of storm-water drains, land drains, public and private sewers, irrigation systems, pipelines for pipes, conduits, and other structures and facilities furnishing such utilities and services to such Owners.

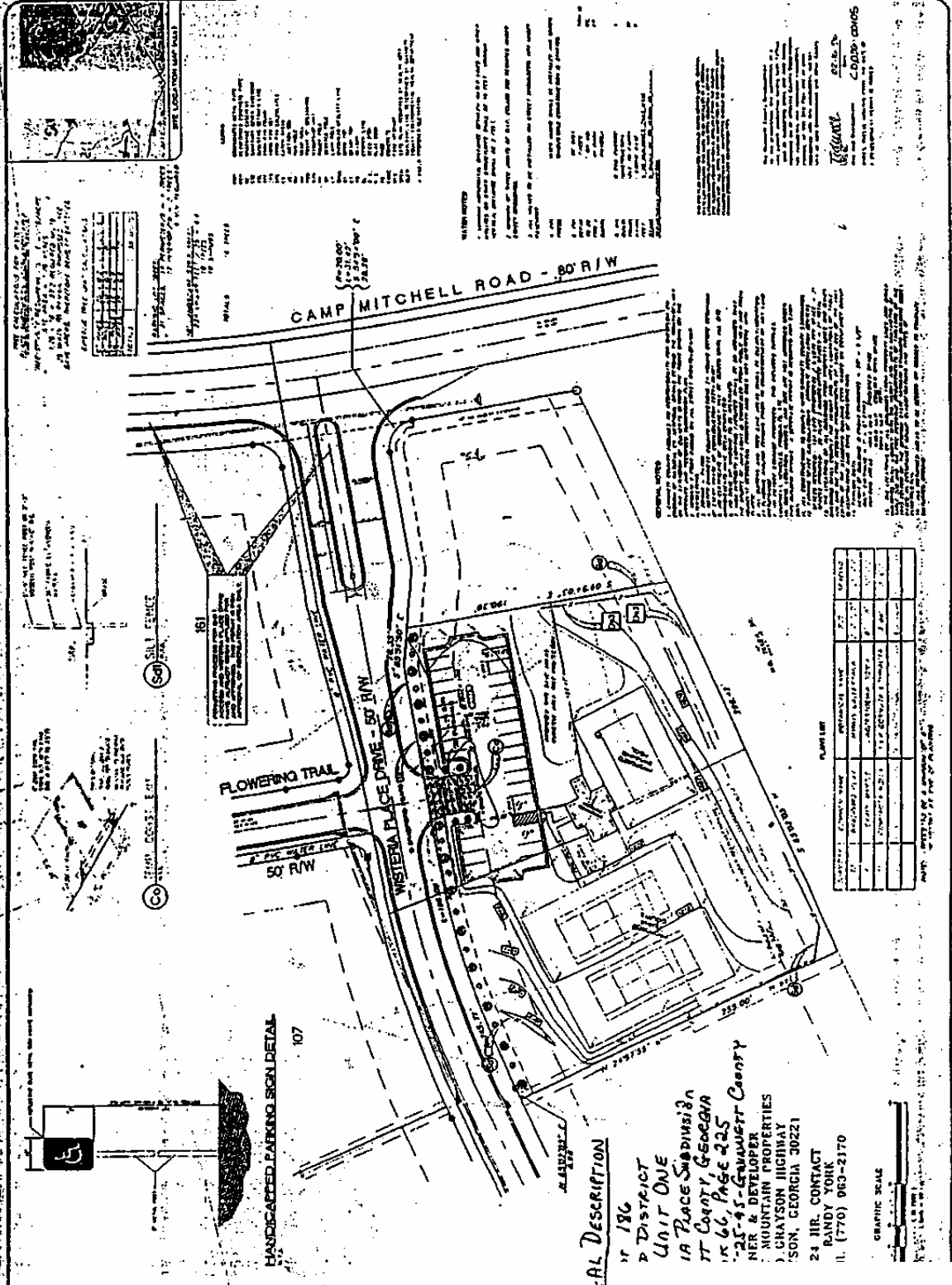
(b) In addition to the above the Declarant hereby grants a general easement in favor of utility, cable television and other such service companies across the initial phase of the Property, and across each portion of the Additional Property subsequently submitted to this Declaration by Annexation to maintain, repair, replace and service wires, pipes, conduits, street lights and other structures and facilities provided for the benefit of the Owners.

(c) The easements created in this Article VIII are in addition to any easements or rights created elsewhere in this Declaration, or in any other easements of record, the provisions of this Article VIII may not be amended without the written consent of the Declarant, its successors and assigns.

Section 2. Easement Area. The words "Easement Area" as used herein shall mean those areas on any Lot with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto.

Section 3. Entry. The Declarant and its employees, agents, successors and assigns shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purpose for which such Easement Area is reserved without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Article. The Declarant and its employees, agents', successors and assigns shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area pursuant to the provisions of Section 1.

Section 4. Zoning and Private Restrictions. None of the covenants, restrictions or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body. In the event of any conflict between such laws, rules or regulations and the covenants, restrictions and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.



PLANT LIST

NO.	QUANTITY	PLANT NAME	PLANT SIZE
1	10	DOGWOOD	4" DIA.
2	10	DOGWOOD	6" DIA.
3	10	DOGWOOD	8" DIA.
4	10	DOGWOOD	10" DIA.
5	10	DOGWOOD	12" DIA.
6	10	DOGWOOD	14" DIA.
7	10	DOGWOOD	16" DIA.
8	10	DOGWOOD	18" DIA.
9	10	DOGWOOD	20" DIA.
10	10	DOGWOOD	22" DIA.

GENERAL DESCRIPTION
 17 196
 DISTRICT
 UNIT ONE
 1A PLACE SUBDIVISION
 IT COUNTY, GEORGIA
 12 66, PAGE 225
 25-45 - GAVANETT COUNTY
 MER & DEVELOPER
 MOUNTAIN PROPERTIES
 3 GRAYSON HIGHWAY
 SON, GEORGIA 30221
 24 HR. CONTACT
 RANDY YORK
 IL (770) 963-2170

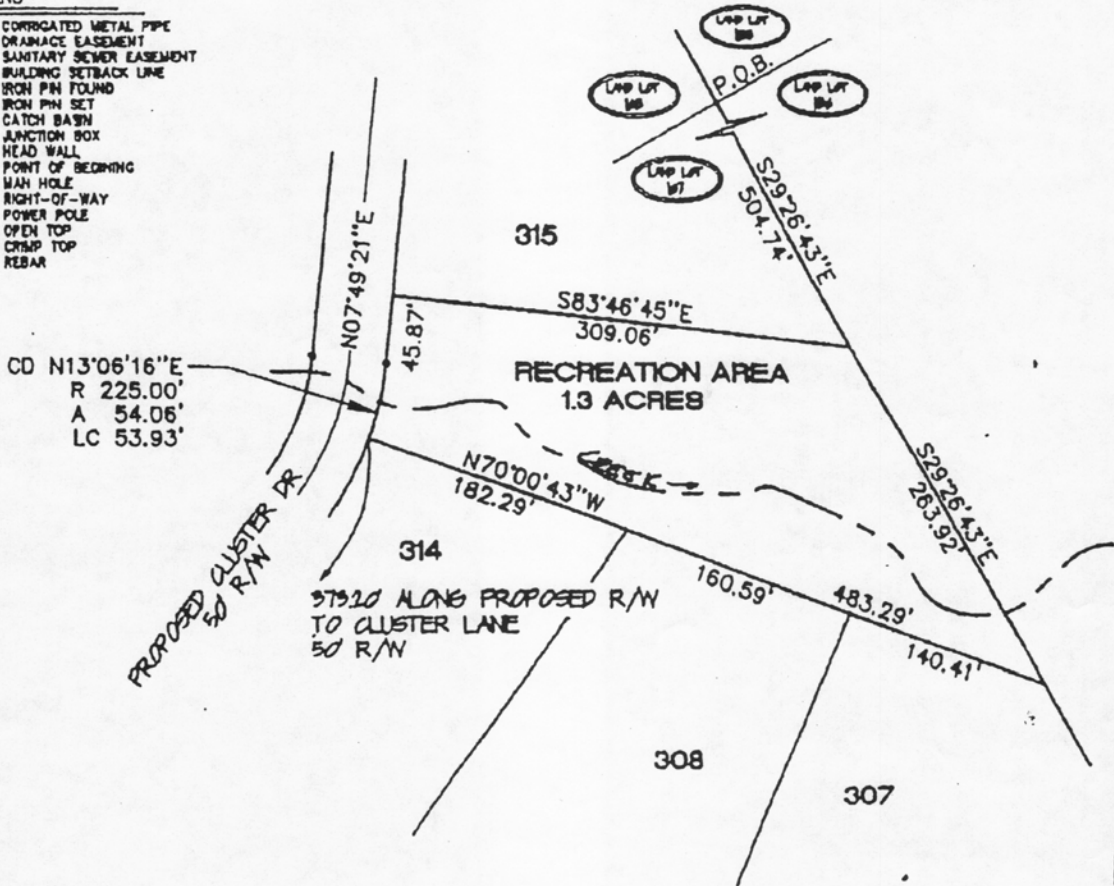
EXHIBIT "A-2"

I HAVE THIS DATE, EXAMINED THE "FIA OFFICIAL FLOOD HAZARD MAP" AND FOUND REFERENCED PARCEL (S) () IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
 MAP ID: 130322 0220 C EFFECTIVE DATE: 5-4-92

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 RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY.

LEGEND

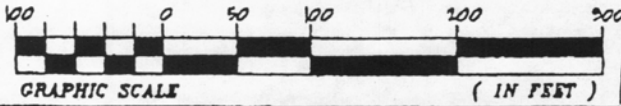
- CLMP CORRUGATED METAL PIPE
- DE DRAINAGE EASEMENT
- SSE SANITARY SEWER EASEMENT
- BSL BUILDING SETBACK LINE
- IPF IRON PIN FOUND
- IPS IRON PIN SET
- CB CATCH BASIN
- JB JUNCTION BOX
- HW HEAD WALL
- POB POINT OF BEGINNING
- MH MAN HOLE
- R/W RIGHT-OF-WAY
- PP POWER POLE
- OT OPEN TOP
- CT CRIMP TOP
- RS REBAR



THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 10,000 FEET, AN ANGULAR ERROR OF 04 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 10,000 FEET. AN ELECTRONIC TOTAL STATION AND A 100' CHAIN WERE USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT. NO STATE PLANE COORDINATE MONUMENT FOUND WITHIN 500' OF THIS PROPERTY.

IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

Wimber Benton Jones



	OWNER/PURCHASER		CRESENT MOUNTAIN PROPERTIES		DATE	8-21-96
					SCALE	1" = 100'
	LAND LOT	167	S11 DISTRICT	SECTION	GWINNETT COUNTY, GEORGIA	
	LOT	REL AREA	BLOCK "A"	UNIT	FAR	AREA OF LOT 56,125 SF.
SUBDIVISION WISTERIA PLACE						
ALL MATTERS PERTAINING TO TITLE ARE EXCEPTED				DILLS ~ JONES & ASSOCIATES, INC. 2740 BROOKTON LANE Dacula, GEORGIA 30211 PH. 770-237-9178 - FAX 770-237-9174		

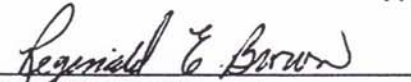
PLAT BOOK _____ PAGE _____ PLAT PREPARED FOR: CRESENT MNT PROP JOB NUMBER 123-96

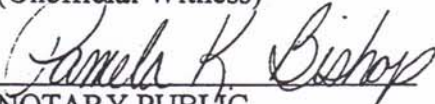
IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal, this 27 day of January, 1998.

CRESCENT MOUNTAIN PROPERTIES, INC.
(Declarant)

BY: 

ITS: President


(Unofficial Witness)


NOTARY PUBLIC

Notary Public, Walton County, Georgia
My Commission Expires Dec. 29, 2000