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DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
SPRINGMONT

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SPRINGMONT (hereinafter referred to as the "Declaration") is made this 15th day of January, 1988, by GDC DEVELOPMENT CORPORATION, a Georgia corporation, f/k/a Dimension/Brooks (Georgia) Corporation (hereinafter referred to as "Developer").

DEVELOPER'S STATEMENT OF BACKGROUND

1. By Warranty Deed from Bent River Associates, Inc., recorded in Deed Book 3749, page 218, Gwinnett County, Georgia records, Developer acquired ownership of 154.7791 acres in Land Lots 31 and 48 of the 7th District, Gwinnett County, Georgia (hereinafter referred to as the "Acreage Tract"). Developer intends to create within and upon the Acreage Tract four residential communities known as Springmont, Greenfield Estates, Oak Creek Forest and Rivergate (hereinafter sometimes collectively referred to as "SPRINGMONT").

2. Portions of the Acreage Tract are expected to be subdivided for various compatible residential uses as Developer determines to be appropriate and feasible, and in conjunction therewith, Developer will install streets, utilities, walls, fences, entranceways, signs, drainage facilities and landscaping facilities, and will create easements and setbacks and will construct certain other improvements to or upon the Acreage Tract, all pursuant to Developer's harmonious plan for the community of SPRINGMONT.

3. Developer has heretofore subdivided portions of the Acreage Tract into tracts designated Springmont, Greenfield Estates, Oak Creek Forest and Rivergate, has filed plats therefor in the real estate records of Gwinnett County, Georgia, and, incidental thereto, has conveyed and dedicated to Gwinnett County, Georgia, the street rights-of-way and improvements thereon. Developer has conveyed title to certain of the lots reflected on such plats to various builders of residential homes (hereinafter referred to as the "Builders"). The Builders shall execute this Declaration or a separate Consent to Declaration for the purpose of acknowledging and confirming that any such lots so acquired from Developer are subject to the terms of this Declaration.

4. Developer desires to retain the right and flexibility to construct upon portions of the Acreage Tract certain private recreation facilities and amenities for the common use, enjoyment and benefit of members of the SPRINGMONT community which shall become part of the Common Property, as that term is defined herein, and to

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Brooks Company
1040 Crown Pointe Parkway
Suite 300

provide for the management, use, ownership, regulation and control of such Common Property.

5. Developer desires to retain the right, discretion and flexibility for a period extending to December 31, 1990, to exclude portions of the Acreage Tract from being subject to this Declaration upon conveyance to a third party or by filing an amendment to this Declaration.

6. Developer believes that the owners of those portions of the Acreage Tract which are and remain subject to this Declaration shall benefit from the covenants, easements, restrictions, charges, liens and agreements established herein for the purpose of governing the development, use, enjoyment, occupancy and ownership of the Acreage Tract.

7. To implement the aforesaid purposes and intentions, Developer deems it necessary to establish this Declaration and create an organization to which the Common Property can be conveyed and to which Developer can delegate the power, authority and responsibility to maintain the Common Property and administer this Declaration.

DECLARATION

NOW, THEREFORE, in consideration of the premises and of the benefits to be derived by Developer and accruing to the Acreage Tract and to the owners of property within SPRINGMONT, Developer does hereby declare that the Acreage Tract is hereby subject to this Declaration and henceforth, unless otherwise specifically excluded herefrom by Developer pursuant to Article Five or Section 6 of Article Seven, shall be owned, held, transferred, sold, conveyed, occupied, used and mortgaged or otherwise encumbered subject to this Declaration and the Acreage Tract shall be subject to the covenants, restrictions, easements, agreements, charges and liens provided for in this Declaration. This Declaration shall be binding upon all persons claiming under and through Developer, its grantees and successors in title to any portion of the Acreage Tract, including the Builders, as that term is herein defined. Every grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance of such interest, whether or not (a) expressed in such conveyance, (b) signed by the grantee or (c) otherwise consented to in writing by such grantee, shall take such property subject to and be bound by this Declaration and be deemed to have accepted and assented to all of the terms, conditions and provisions set forth in this Declaration.

Article One

DEFINITIONS

When used in this Declaration, the following words shall have the following meanings:

(a) "Association" shall mean Springmont Homeowners Association, Inc., a Georgia non-profit membership corporation which Developer shall cause to be incorporated for the purpose of succeeding to Developer's ownership of all Common Property and to Developer's administration and enforcement of this Declaration.

(b) "ACC" shall mean the Architectural Control Committee, the members of which are as initially selected by Developer, and subsequently selected by the Association.

(c) "Acreage Tract" shall mean the 154.7791 acre tract of land located in Land Lots 31 and 48 of the 7th District, Gwinnett County, Georgia, acquired by Developer from Bent River Associates, Inc., a Georgia corporation, and being more particularly described on Exhibit "A", attached hereto and by reference made a part hereof.

(d) "Builder" shall mean any individual, corporation, partnership or other entity engaged principally in the business of constructing for sale to homeowners single family residential dwellings to whom the Developer sells or has sold one or more Lots for the purpose of constructing thereon a Dwelling Unit in accordance with this Declaration.

(e) "Common Property" shall mean any portion of the Acreage Tract designated and identified as "Recreation Area", "Common Property" or "Amenities", together with any improvements now or hereafter located thereon, including, but not limited to, any tennis court, swimming pool, restrooms, private streets, drives, pavement, parking areas, curbing, gutters, sidewalks and walkways, landscaping, entranceways, fencing, signs or other similar facilities intended by Developer to be devoted to the common use, benefit and enjoyment of the members of the Association. In addition, Developer may demonstrate its intent to constitute any other part of the Acreage Tract as Common Property by designating or describing any portion as Common Property in a deed or other instrument of conveyance to or other agreement with the Association or by identifying any portion of the Acreage Tract as Common Property on any plat of survey recorded in Gwinnett County, Georgia, or by such other means as clearly reflect the character of any such property to be Common Property.

- (f) "Developer" shall mean GDC Development Corporation, together with any successor in interest to GDC Development Corporation who expressly assumes responsibility for continued development of the Acreage Tract as part of SPRINGMONT and assumes the rights and obligations of Developer under this Declaration including without limitation the purchaser at any foreclosure sale conducted pursuant to the power of sale contained in that certain Deed to Secure Debt made, executed and delivered by Dimension/Brooks (Georgia) Corporation, as Grantor, to Georgia Federal Bank, FSB, as Grantee, dated August 20, 1986, recorded in Deed Book 3749, page 222, aforesaid records, or the grantee in any deed in lieu of foreclosure thereof.
- (g) "Dwelling Unit" shall mean and refer to any property within the Acreage Tract on which construction of a structure designed for use as a single family dwelling has been completed. The fact that property is a Dwelling Unit shall not affect its character as a Lot.
- (h) "Lot" shall mean and refer to any undeveloped plot of land subject to this Declaration and shown as a numbered parcel on any plat of survey recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, as the same may be revised, modified or amended from time to time.
- (i) "Lawrenceville - Suwanee Road Lots" shall mean and refer to Lots 1, 2, 3, 4, and 5 of Block A, Unit One, Greenfield Estates Subdivision, as per plat recorded in Plat Book 39, page 202, aforesaid records, which plat is incorporated herein and by reference made a part hereof.
- (j) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot or Dwelling Unit, including Developer, but excluding those persons having such interest merely as security for the performance of an obligation.
- (k) "Person" shall mean and refer to an individual, corporate, partnership, association, trust or any other legal entity.
- (l) "Roadway Lots" shall mean and refer to Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 of Block C, Unit One, Greenfield Estates Subdivision, as per plat recorded in Plat Book 39, Page 202, Gwinnett County, Georgia records, and Lots 14, 15, 16, 17, and 18 of Block C, Unit Two, Greenfield Estates Subdivision, as per plat recorded in Plat Book _____, page _____, aforesaid records, which plat is incorporated herein and by reference made a part hereof.

Article Two

ARCHITECTURAL CONTROL,
RESTRICTIONS ON USE AND DEVELOPMENT

Section 1. Architectural Control Committee ("ACC").

(a) The ACC, as a committee appointed by the Developer, shall have responsibility for approval of the matters described in this Article.

(b) As to any portion of the Acreage Tract or any Lot contained therein, no house, garage, carport, playhouse, fence, wall, swimming pool or other structure, improvement or dwelling, whether or not such structure, improvement or dwelling is intended for occupancy, shall be commenced, erected or maintained thereon, nor shall any exterior addition to any existing structure or change or alteration therein be commenced, nor shall any landscaping or site work be performed, except such landscaping or site plan work as may be performed by a Builder, until complete final plans, drawings and specifications therefor showing the nature, kind, shape, height, materials, basic exterior finishes and colors, locations and floor plan therefor, and showing front, side and rear elevations and grade thereof, have been submitted to and approved by the ACC, its agents, successors or assigns, as to harmony of exterior design, general quality of materials and as to location in relation to surrounding structures and topography. The ACC may, in its sole discretion, waive this requirement. The ACC shall be entitled to retain possession of such plans, drawings and specifications if it so chooses.

(c) If the ACC fails to approve or disapprove such plans, drawings and specifications within (i) thirty (30) days after receipt of written notice from an Owner, or (ii) ten (10) days after receipt of written notice from a Builder that such plans, drawings and specifications have been submitted to it and approval requested, the ACC shall be deemed to have approved said plans, drawings and specifications.

(d) Refusal or approval of plans, drawings, specifications, materials or location may be based upon any grounds, including purely aesthetic considerations, which, in the sole and uncontrolled discretion of the ACC or its agent, shall be deemed sufficient. All ACC decisions shall be final and binding.

(e) Notwithstanding anything contained herein to the contrary, no action of the ACC is intended to be, nor shall any action be construed to be, approval by the ACC of the adequacy, reasonableness, safety or fitness for intended use of the submitted plans, products or construction or satisfaction of

zoning or any other regulatory requirements. Neither Developer nor any member of the ACC shall be liable in damages or in any other respect to anyone submitting plans and specifications for approval under this Article, or to any Owner, or any other person with an interest in the Lot or Dwelling Unit at issue or any other Lot or Dwelling Unit, by reason of mistake in judgment, negligence, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications.

(f) The ACC may, at any time and from time to time, delegate or assign, in whole or in part, the rights and authorities granted by this Section.

Section 2. Enforcement Rights and Remedies. Any construction or planting made or performed on the Acreage Tract without application having first been made and approval obtained, where required, or that is inconsistent with any approved landscaping layout, plans, drawings or specifications may be required to be restored to its former condition by and at the expense of the Owner of the property on which such construction or planting was made or performed. Upon the failure or refusal of such Owner to perform the required restoration, the ACC or its authorized agents or employees may, after fourteen (14) days' notice to said Owner, enter upon the property (Lot or Dwelling Unit) and perform such restoration as the ACC may, in the exercise of its sole discretion, deem necessary or advisable. Such Owner shall be personally liable to the Developer for all direct and indirect costs as may be incurred by the Developer in the performance of such restoration and the liability for such costs shall be enforceable by the Developer on behalf of the ACC by any appropriate proceeding in law or in equity. The Owner's liability for such costs shall also be a permanent charge and lien upon the Lot or Dwelling Unit of such Owner, enforceable by the Developer on behalf of the ACC by any appropriate proceeding in law or in equity.

Section 3. Restrictions on Use.

(a) Residential Use. All Lots shall be restricted exclusively to single-family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Developer or any Builder from using any Lot owned by Developer or such Builder for the purpose of carrying on business related to the development, improvement and sale of Lots.

(b) Common Property. The Common Property shall be used only by the members of the Association for access, ingress to and egress from their respective Lots and for such other purposes as

may be authorized by the Association.

(c) Nuisances.

(1) No unlawful, noxious or offensive activities shall be carried on in any Lot or upon the Common Property, nor shall anything be done therein or thereon which constitutes a nuisance, causes embarrassment, discomfort, annoyance, unreasonable noise or disturbance to others or unreasonably interferes with other Owners' use of their Lots and/or the Common Property.

(2) 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 of the foregoing. No exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Acreage Tract or any portion thereof.

(3) No abandoned, inoperable, or unlicensed vehicles shall be parked on any streets within SPRINGMONT or in the front, rear or side yards of any Lot.

(d) Resubdivision of Property. No Lot may be split, divided or subdivided for sale, resale, gift, transfer or otherwise except as may be desirable or necessary in order for a Builder to obtain a building permit or a certificate of occupancy.

(e) Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping.

(f) Landscaping. No construction or alteration of any Dwelling Unit shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration, provided, however, that this subparagraph (f) shall not apply to a Builder.

(g) Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily

or permanently, as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefor approved by the ACC. No contractor or Builder shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot without the prior written consent of the ACC. Nothing contained herein shall be deemed to exclude temporary sales trailers or construction trailers, subject to written approval by the ACC, which approval shall not be unreasonably withheld.

(h) Signs.

(1) No signs whatsoever (including, but not limited to, commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefor, be installed, altered or maintained on any Lot, or on any portion of a Dwelling Unit visible from the exterior thereof, except:

(i) such signs as may be required by legal proceedings;

(ii) not more than one professionally lettered "For Sale" or "For Rent" sign, provided, however, that in no event shall any such sign be larger than four square feet in area;

(iii) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC; and

(iv) signs erected by a Builder in connection with a marketing program.

(2) Following the consummation of the sale or leasing of any Lot, the sign located thereon shall be removed immediately.

(3) The ACC shall not unreasonably disapprove signs submitted by Builders for approval.

(i) Setbacks. No Dwelling Unit shall be erected or placed on any Lot unless its location is consistent with those setback lines set forth on recorded plats.

(j) Fences. All fences shall be treated cedar, cypress or other material as may be approved by the ACC. No fence shall be located in front of the rear of the Dwelling Unit to which it is appurtenant as such Dwelling Unit fronts on the street abutting such Lot.

(k) Antennae. Radio, television and satellite dish antennae visible from the street or adjacent property shall not be installed on the exterior of any Dwelling Unit or on any Lot without the prior written approval of the ACC. No antennae shall be installed or used for the purpose of transmitting electronic signals.

(l) Clotheslines. No outside clotheslines visible from the street shall be placed on any Lot.

(m) Recreational Vehicles and Trailers. No mobile home, trailer, trailer house, aircraft, boat, recreational vehicle or similar vehicle shall be parked on any street or in the front yard of any Lot; provided, however, that a visitor or a guest of an Owner may park a recreational vehicle on a street or Lot for a period not to exceed forty-eight (48) hours. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance and maintenance of such a building or trailer must be specifically approved by the ACC prior to its being moved onto the construction site.

(n) Accessory Structures. A detached accessory structure may be placed on a Lot to be used for a playhouse, a swimming pool, a tool shed, a mailbox, a dog house or a garage. A garage may also be an attached accessory structure. Such accessory structures shall not exceed twenty (20) feet in height and shall conform in exterior design and quality to the Dwelling Unit on the same Lot. With the exception of a garage that is attached to a Dwelling Unit, an accessory structure placed on a Lot shall be located only behind the Dwelling Unit as such Dwelling Unit fronts on the street abutting such Lot. Such accessory structures shall also be located within such side and rear setback lines as may be required hereby or by applicable zoning law. The ACC shall have the right to approve or disapprove the plans and specifications for any accessory structure to be erected on any Lot, and construction of an accessory structure may not be commenced until complete final plans and specifications shall have been submitted to and approved by the ACC in accordance with the provisions of these covenants. Any accessory structure shall be constructed concurrently with or subsequent to the construction of the Dwelling Unit on the Lot on which such accessory structure is located.

(o) Improvement of Lots. All construction of Dwelling Units, accessory structures and all other improvements on any Lot shall be undertaken and completed in accordance with the following conditions:

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

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

(3) Only one mailbox shall be located to serve any Lot, which mailbox shall be selected to be consistent with the quality and design of surrounding Dwelling Units and mailboxes and shall be placed and maintained to complement the Dwelling Unit 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.

(4) 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 purposes of construction of a Dwelling Unit 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 of the Dwelling Unit or accessory structure in which such materials or devices are to be used unless screened from view.

(5) 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 ACC.

(6) At least two off-street parking spaces shall be provided for each Lot.

(7) Containers for garbage and other refuse shall be underground, in screened sanitary enclosures or inside a garage; no incinerators for garbage, trash or other refuse shall be used, and a garbage disposal is required for each Dwelling Unit.

(8) All garages must have doors, and each garage door must be coordinated with the Dwelling Unit to which it is appurtenant.

(9) No window air conditioning unit may be located in any part of any Dwelling Unit or accessory structure which is visible from any street, and all exterior compressor units shall be groundmounted and screened by fencing or planting of a density and height to hide the unit effectively.

(10) Any screened porch which is a part of any Dwelling Unit or accessory structure must have screens of a dark color. No screens with a bright colored, silver finish may be used.

(11) Where possible, plumbing vents and heating vents shall not be placed on the street side of any roof of any Dwelling Unit or accessory structure, and any such vent shall be painted the same color as the roof on which it is placed. It is recognized, however, that in some instances vents must be located on the street side of a Dwelling Unit.

(12) Any construction on a Lot shall be at the risk of the Builder or Owner of such Lot and the Builder or 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.

(13) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of one-story Dwelling Units shall contain not less than 1,000 square feet. The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of all two-story or split-level Dwelling Units shall contain not less than 1,200 square feet. No Dwelling Unit shall be constructed exceeding three stories in height on any Lot.

(p) 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. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for said structure have first been approved.

(q) Trees and Shrubs. No trees measuring twelve (12) inches or more in diameter at a point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens on any Lot may be removed without the prior approval of the ACC unless located within ten (10) feet of the approved site for a Dwelling Unit or within the right of way of driveways or walkways, or within cut and fill slopes which would ultimately damage such trees or shrubs. Excepted herefrom shall be damaged trees and trees which must be removed due to an emergency.

(r) Sight Distance at Intersection. No fence, wall, sign, hedge or shrub planted which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the straight property lines and a line

connecting them at points thirty (30) feet from the intersection of the straight line extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a straight property line with the edge of the driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

Section 4. Zoning Regulations. Zoning restrictions applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

Section 5. Assignment of Rights, Duties, and Obligations to the Association. The Association shall, *ipso facto*, be assigned the rights, duties, and obligations of the ACC and Developer under this Article upon the earlier to occur of (i) the date on which Developer no longer owns any portion of the Acreage Tract or (ii) the date on which Developer elects to assign such rights, duties and obligations to the Association.

Article Three

RESERVATION AND CREATION OF EASEMENTS

In addition to easements created or reserved by Developer elsewhere in this Declaration, the following easements shall and do exist:

Section 1. Access. Developer reserves for itself and for the Association an easement for access, ingress and egress to and from and over any of the Acreage Tract as shown on any recorded plat of survey of SPRINGMONT to install, service, replace, maintain, repair and improve any Common Property or easements provided for herein or as shown on or established by such plats of survey. Mutual reciprocal easements for access are hereby reserved for the benefit of each Lot or Dwelling Unit across any other Lot or Dwelling Unit as may be necessary for the control, maintenance and repair of any utility, water and sanitary sewer and storm water lines, structures or facilities affecting or crossing any Lot or Dwelling Unit.

Section 2. Utilities and Drainage. Developer reserves for itself, the Association and Gwinnett County, or such other municipality or political subdivision as may have jurisdiction thereof and for such utility companies as may from time to time serve SPRINGMONT or the Acreage Tract, the right, title and privilege of a general easement, which shall be perpetual, alienable and assignable, to go in and on the Acreage Tract with men and equipment to construct, place, install, maintain and operate in, upon, across and through said premises, in a proper and workmanlike

manner, electric, water, gas, telephone, sanitary and storm sewer drainage systems and other conveniences and utilities (such services hereinafter referred to collectively as "utility systems"), including trenching and installation of such conductors, wires, cables, conduits, transformers, concrete pads, pipes, sewers, water mains and other equipment apparatus, appliances and structures necessary or convenient therefor, and including the right to cut any trees, bushes, shrubs or other vegetation, make any gradings of the soil, or take any other action reasonable and to maintain reasonable standards of health, safety and appearance. The easement hereby reserved shall include the right to enter upon the premises with men and equipment for the purpose of installing, inspecting, maintaining, repairing and replacing the various utility systems, and the right at all times to remove and keep clear any obstructions that may, in any way, adversely affect the proper maintenance and operation of the various utility systems. The easement hereby reserved shall also include the right to construct drainways for surface water whenever such action may appear to Developer to be necessary. These reservations, however, shall not be considered an obligation of Developer to provide or maintain any such utilities or services. The exercise of this easement for the construction and installation of any given utility shall not bar the exercise of this easement for the construction and installation of other utilities.

Article Four

DEVELOPER COVENANTS

For the benefit of the Association, Developer makes the following covenants and agreements with respect to its development undertakings relating to the Acreage Tract:

Developer shall construct certain recreational amenities which shall include tennis courts, a swimming pool and restroom, all in accordance with such design, location and style and utilizing such plans, drawings, specifications and materials as Developer, in its sole discretion, deems appropriate. Developer covenants that construction of such recreational amenities shall be completed on or before November 1, 1989, in good order and workmanlike manner. Not later than six (6) months following completion of construction, Developer shall convey all Common Property, including the recreational amenities, to the Association by limited warranty deed free and clear of all liens and encumbrances other than ad valorem taxes for the year of conveyance and the easements, covenants and restrictions applicable thereto under this Declaration or as shown on any plat recorded by Developer. Such conveyance shall be made "as is" without any warranty or representation whatsoever by Developer, other than the warranty of title as described herein. Developer may convey all or portions of the Common Property to the Association at any time. It shall be the Association's sole

responsibility to operate and maintain the Common Property, and Developer's sole contribution shall be the delivery of the recreational amenities.

Article Five

CONDITIONAL EXCLUSION OF LOTS

Developer desires to retain the right, discretion, and flexibility to exclude certain Lots from being subject to the Declaration, or certain provisions thereof, conditioned upon (i) the specific use of the Lot, or (ii) the election of the Developer, as hereinafter set forth.

Section 1. Lawrenceville - Suwanee Road Lots. Developer shall have the right, at any time, to exclude from the terms, conditions, easements, encumbrance and effect of Article Two of the Declaration the Lawrenceville-Suwanee Road Lots, any one of them, or any portion thereof. Developer shall exclude such property by a statement which specifically excludes such property in a deed of conveyance to a third party. Upon recording of such conveyance in the deed records, such property shall no longer be subject to Article Two of this Declaration. Developer's rights under Article Five, Section 1, may be assigned to any owner of the Lawrenceville - Suwanee Road Lots, or any part thereof.

Section 2. Roadway Lots. Developer contemplates that the Roadway Lots may be conveyed to a third party to be used for the construction, maintenance, and purpose of a roadway to intersect Lawrenceville - Suwanee Road (hereinafter referred to as the "Road"). In the event, and only in the event, that the Roadway Lots are used for the construction, maintenance, and purposes of the Road, the Roadway Lots shall be excluded from the terms, conditions, easements, encumbrance and effect of Article Two of the Declaration, conditioned upon the continued use of the Roadway Lots for such purposes. If at any time, whether by abandonment or relocation of the Road or otherwise, the Roadway Lots are no longer used for the construction, maintenance and purposes of the Road, the Roadway Lots shall, ipso facto, be subjected to each and every provision of Article Two of the Declaration.

Article Six

AMENDMENTS TO DECLARATION

This Declaration can be amended at any time provided that a majority of the votes cast at a duly called meeting of the Association vote in favor of the proposed amendment. If any proposed amendment to this Declaration is approved by the members as set forth above, the President or Secretary of the Association shall execute an amendment to this Declaration which shall set forth the amendment, the effective date of the amendment (which in no event

shall be less than thirty (30) days after the date of recording the amendment), the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum of a meeting of the Association, the number of votes required to adopt an amendment and the total number of votes cast against the amendment. Such amendment shall be recorded in the official real estate records for Gwinnett County, Georgia. The Developer may unilaterally amend this Declaration without the consent or approval of the Association, Builders or other Owners for a period of thirty-six (36) months from the date of recording of this Declaration so long as such Developer amendment does not materially alter the obligations of Developer, any Builder, Owner or the Association hereunder. Anything contained in this Article Six to the contrary notwithstanding, Article Five, Section 1, shall not be amended without the written consent of all of the owners of the Lawrenceville-Suwanee Road Lots and Article Five, Section 2 shall not be amended without the written consent of all of the owners of the Roadway Lots.

Article Seven

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Acreage Tract, shall be and remain in effect, and shall inure to the benefit of and be enforceable by Developer, any Builder, the Association or the Owner of any Lot or Dwelling Unit subjected to this Declaration, their respective heirs, legal representatives, successors, successors-in-title and assigns for a period of twenty (20) years from the date this Declaration is recorded. After this twenty (20) year period, these covenants and restrictions shall be extended automatically for successive periods of ten (10) years each unless, prior to the expiration of any ten-year period thereafter, a written agreement is recorded in the real estate records of Gwinnett County, Georgia, by the terms of which these covenants and restrictions are changed, modified or extinguished in whole or in part, as may be described in such agreement, which agreement shall be executed by the Association after approval of such action by a majority of the votes cast at a duly called meeting of the Association.

Section 2. Notices. Any notice required to be sent to any Owner pursuant to any provision of this Declaration may be served by depositing such notice in the mails, postpaid, regular mail, addressed to the Owner for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Association, and such service shall be deemed sufficient. The date of service shall be the date of mailing.

Section 3. Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person

violating or attempting to violate or circumvent any covenant or restriction, either to restrain or enjoin violations, damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien created by this Declaration, and failure by the Association or 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 4. Interpretation. In all cases, the covenants and restrictions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Developer or the Association, will best effect the general plan of development and maintenance for SPRINGMONT. The covenants and restrictions shall be liberally interpreted and, if necessary, shall be so extended or enlarged by implication to make them fully effective.

Section 5. Delegation and Assignability. Developer shall at all times and from time to time have the right to delegate and assign to the Association any and all rights and functions herein reserved to Developer. At such time as Developer deems appropriate, Developer, at Developer's sole discretion, may assign to the Association all rights and functions reserved to Developer under this Declaration which have not already been delegated and assigned to the Association, except (i) those rights retained by Developer set forth in Article Two, (ii) those rights retained by Developer set forth in Article Five, (iii) those rights retained by Developer set forth in Article Six, and (iv) those rights retained by Developer set forth in Article Seven, Sections 6 and 7.

Section 6. Exclusion from Declaration. Notwithstanding the fact that by Developer's execution of this Declaration the entire Acreage Tract becomes subject to the terms, conditions and easements provided for herein, from the date hereof until December 31, 1988, Developer shall have the right to exclude from the terms, conditions, easements, encumbrance and effect of the Declaration any portion (hereinafter referred to as the "Excluded Parcel") of the Acreage Tract other than the Recreation Area, which prior to December 31, 1988, has not been separately subdivided, platted and identified as a unit or phase of SPRINGMONT with such plat filed in the real estate records of Gwinnett County, Georgia. Developer shall exclude any such property by identifying it as an Excluded Parcel in a deed of conveyance to a third party pursuant to a metes and bounds description prepared from a boundary survey and by cross-referencing such deed to Section 6 of Article Seven of the Declaration. Upon recording of such conveyance in the deed records, the Excluded Parcel shall no longer be subject to this Declaration.

Section 7. Supplements to Declaration. Developer reserves the right by the filing of a Supplemental Declaration to impose covenants and restrictions which are substantially different from

those contained herein on portions of the Acreage Tract if the character of the residential community, type of housing structures, or scheme of development warrants such supplemental provisions in order to effectively regulate and govern such property and the homes and facilities to be located therein.

Section 8. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

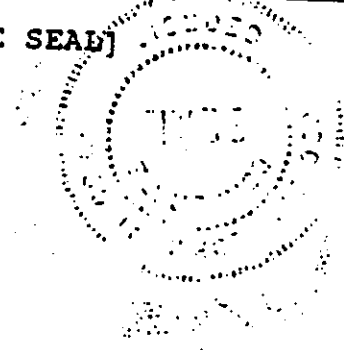
IN WITNESS WHEREOF, Developer has caused this Declaration of Covenants, Conditions, Restrictions and Easements for SPRINGMONT to be executed under seal this _____ day of January, 1988.

GDC DEVELOPMENT CORPORATION

By: [Signature]
Stephen H. Brooks
President

Attest: [Signature]

[CORPORATE SEAL]



Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

Vicki Blackburn
Notary Public

Date of Notary Execution: Jan 28, 1988

My Commission Expires: Notary Public, Fulton County, Georgia
My Commission Expires Nov 3, 1991

ATLOC05.P2

ACKNOWLEDGMENT AND CONSENT BY LENDER

The undersigned Lender is the owner and holder of a Deed to Secure Debt (hereinafter referred to as the "Security Deed") made, executed and delivered by Dimension/Brooks (Georgia) Corporation, as Grantor, to Georgia Federal Bank, FSB, as Grantee, dated August 20, 1986, recorded in Deed Book 3749, page 222, Gwinnett County, Georgia records. Lender executes this consent and approval for the limited purpose of approving the execution and recording of the Declaration of Covenants, Conditions, Restrictions and Easements for SPRINGMONT to which this Acknowledgment is attached, but the lien, encumbrance and effect of the Security Deed shall not be and is not hereby made subject and subordinate to the Declaration.

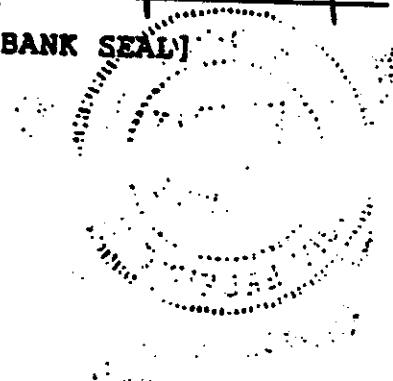
By acceptance of this Acknowledgement and Consent, Developer covenants and agrees that Developer will not amend the Articles of Incorporation or the By-Laws of the Association without the prior written consent of Lender, and that any such amendment made without such consent will constitute a default under the Security Deed.

IN WITNESS WHEREOF, Georgia Federal Bank, FSB, has caused this consent to be executed and its seal affixed hereunto by its duly authorized officer for the purposes described hereinabove as of this 15th day of January, 1988.

GEORGIA FEDERAL BANK, FSB

By: [Signature]
Its: Exec Vice President

[BANK SEAL]



Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public
Notary Public, Fulton County, Georgia
My Commission Expires May 3, 1991

[NOTARIAL SEAL]

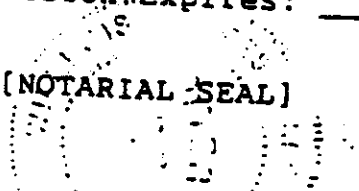


EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 31 and 48 of the 7th District, Gwinnett County, Georgia, containing in the aggregate 154.7791 acres of land, being Tracts One, Two, Three, Four, Five and Six as shown on that certain plat of survey prepared for Dimension/Brooks Corp. by Hannon, Meeks & Bagwell, Surveyors and Engineers, Inc., dated July 25, 1986, last revised August 14, 1986, and with reference to said plat, being more particularly described as follows:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE of Lawrenceville-Suwanee Road (an 80' right-of-way) where the same is intersected by the centerline of Yellow River; run thence along said right-of-way line north $04^{\circ}52'00''$ west a distance of 357.45 feet to a point; continue thence along said right-of-way line in a northwesterly direction an arc distance of 812.86 feet, said arc being subtended by a chord bearing north $08^{\circ}54'10''$ west a distance of 812.19 feet to a point; continue thence along said right-of-way line north $12^{\circ}56'20''$ west a distance of 106.28 feet to a point; continue thence along said right-of-way line in a northwesterly direction an arc distance of 436.30 feet, said arc being subtended by a chord bearing north $21^{\circ}25'40''$ west a distance of 434.70 feet to a point; continue thence along said right-of-way line north $29^{\circ}55'00''$ west a distance of 75.13 feet to a point; continue thence along said right-of-way line north $29^{\circ}55'00''$ west a distance of 74.85 feet to a point; continue thence along said right-of-way line in a northwesterly direction an arc distance of 238.72 feet, said arc being subtended by a chord bearing north $35^{\circ}41'00''$ west a distance of 238.32 feet to a point; continue thence along said right-of-way line in a northwesterly direction an arc distance of 117.41 feet, said arc being subtended by a chord bearing north $43^{\circ}10'30''$ west a distance of 117.39 feet to a point; continue thence along said right-of-way line north $44^{\circ}54'00''$ west a distance of 430.08 feet to a point marked by an iron pin; thence running north $45^{\circ}06'00''$ east a distance of 176.56 feet to a point marked by an iron pin; thence running north $35^{\circ}23'10''$ west a distance of 125.16 feet to a point marked by an iron pin; thence running north $41^{\circ}26'50''$ east a distance of 1,021.55 feet to a point marked by a

north 37°44'10" west 111.65 feet; north 60°12'18" west 97.54 feet;
north 42°36'49" west 72.43 feet; north 78°30'19" west 78.53 feet;
south 65°44'00" west 100.50 feet; south 47°26'40" west 136.04 feet;
south 52°17'21" west 99.02 feet; south 28°40'56" west 77.48 feet;
south 00°06'15" west 51.57 feet; south 29°04'05" west 62.75 feet;
south 66°33'21" west 118.10 feet; north 88°00'14" west 96.58 feet;
south 81°36'42" west 84.53 feet; south 78°46'53" west 89.50 feet;
south 69°31'37" west 69.46 feet; south 63°13'46" west 70.61 feet;
south 68°57'41" west 86.74 feet; south 82°05'14" west 67.37 feet;
south 68°20'51" west 74.59 feet; and south 53°25'36" west 21.43
feet), and the POINT OF BEGINNING.

ACKNOWLEDGEMENT AND JOINDER BY BUILDER

The undersigned Builder is the owner of the following Lots located in SPRINGMONT:

Lots 1, 2, 3, 4, 19, 22 and 24, Block A, Greenfield Estates, and Lots 1, 3, and 4, Block C, Oak Creek Forest.

by virtue of a conveyance from GDC DEVELOPMENT CORPORATION, f/k/a Dimension/Brooks (Georgia) Corporation to THE RYLAND GROUP, INC. ("Builder"). Builder executes this Acknowledgement and Joinder for the purpose of confirming and consenting to the Lots being subject to and bound by the terms of the Declaration of Covenants, Conditions, Restrictions and Easements for SPRINGMONT executed by GDC DEVELOPMENT CORPORATION as Developer.

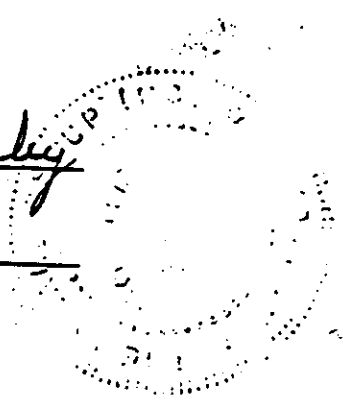
IN WITNESS WHEREOF, the Builder has caused the Acknowledgement and Joinder to be executed by its duly authorized officer or representative under seal for the purposes described herein as of this 8 day of February, 1988.

THE RYLAND GROUP, INC.

By: Matthew W. Presley

Its: VICE PRESIDENT

(CORPORATE SEAL)



Signed, sealed and delivered in the presence of:

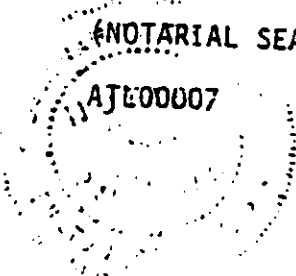
Marion McKee
Unofficial Witness

W. E. L.
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires Sept 7, 1990

My Commission Expires: _____

(NOTARIAL SEAL)



The undersigned Builder is the owner of the following Lots located in SPRINGMONT:

Lots 8, 9, 12, 14, 15, 19, 20 and 29, Block A and Lots 1, 2, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 25, 26, 27 and 30, Block B Rivergate.

by virtue of a conveyance from GDC DEVELOPMENT CORPORATION, f/k/a Dimension/Brooks (Georgia) Corporation to PAVILION ATLANTA, LTD. ("Builder"). Builder executes this Acknowledgement and Joinder for the purpose of confirming and consenting to the Lots being subject to and bound by the terms of the Declaration of Covenants, Conditions, Restrictions and Easements for SPRINGMONT executed by GDC DEVELOPMENT CORPORATION as Developer.

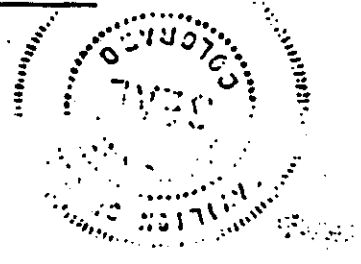
IN WITNESS WHEREOF, the Builder has caused the Acknowledgement and Joinder to be executed by its duly authorized officer or representative under seal for the purposes described herein as of this _____ day of February, 1988.

PAVILION ATLANTA, LTD.
By: PAV Associates
By: Pavilion S.E. Corp.

By: *David W. Slater*
David W. Slater

ats: 1988.

(CORPORATE SEAL)

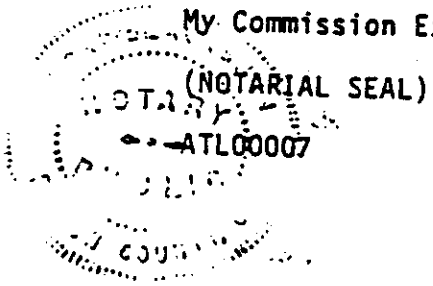


Signed, sealed and delivered in the presence of:

Robert M. ...
Unofficial Witness

Licki Blackburn
Notary Public

My Commission Expires: _____
Notary Public, Fulton County, Georgia
My Commission Expires Nov 3, 1991



ACKNOWLEDGEMENT AND JOINDER BY BUILDER

The undersigned Builder is the owner of the following Lots located in SPRINGMONT:

Lots 1, 2, ~~3~~, 4, 5, 6, 7, 8, ~~9~~, 10, 11, 12, and 13, Block A, and Lots 1, 18, 20, 21, ~~22~~, 23, and 24, Block B Springmont.

These have been sold to

by virtue of a conveyance from GDC DEVELOPMENT CORPORATION, f/k/a Dimension/Brooks (Georgia) Corporation to LUV HOMES, INC. ("Builder"). Builder executes this Acknowledgement and Joinder for the purpose of confirming and consenting to the Lots being subject to and bound by the terms of the Declaration of Covenants, Conditions, Restrictions and Easements for SPRINGMONT executed by GDC DEVELOPMENT CORPORATION as Developer.

IN WITNESS WHEREOF, the Builder has caused the Acknowledgement and Joinder to be executed by its duly authorized officer or representative under seal for the purposes described herein as of this _____ day of February, 1988.

LUV HOMES, INC.

By: *Jay S Ogletree*

Its: *President*

(CORPORATE SEAL)



Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

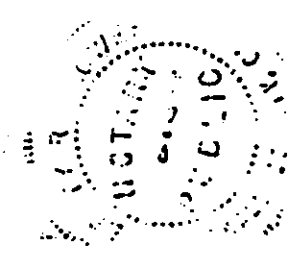
Betty R. Thomas
Notary Public

Notary Public, DeKalb County, Georgia
My Commission Expires Sept. 7, 1990

My Commission Expires:

(NOTARIAL SEAL)

ATL00007



ACKNOWLEDGMENT AND JOINDER BY BUILDER

The undersigned Builder is the owner of the following Lots located in SPRINGMONT:

Lots 2, 3, 8, 9, 10, 11, 16 and 17, Block B, Springmont.

by virtue of a conveyance from GDC DEVELOPMENT CORPORATION, f/k/a Dimension/Brooks (Georgia) Corporation to J. M. RAGLAND HOMES, INC. ("Builder"). Builder executes this Acknowledgment and Joinder for the purpose of confirming and consenting to the Lots being subject to and bound by the terms of the Declaration of Covenants, Conditions, Restrictions and Easements for SPRINGMONT executed by GDC DEVELOPMENT CORPORATION as Developer, recorded in Deed Book 4762, Page 120, Gwinnett County, Georgia records.

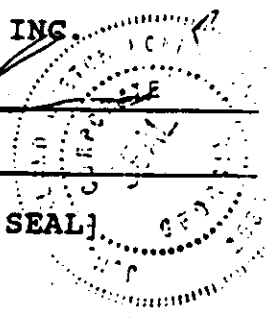
IN WITNESS WHEREOF, the Builder has caused the Acknowledgment and Joinder to be executed by its duly authorized officer or representative under seal for the purposes described herein as of this 31st day of April, 1988.
March

J. M. RAGLAND HOMES, INC.

By: [Signature]

Its: Sec/Treas

[CORPORATE SEAL]



Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: My Commission Expires May 8, 1991

[NOTAREAL SEAL]

ATL0007.JR

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
1988 APR 15 AM 9:00
GARY R. YATES, CLERK

BOOK 8518 PAGE 119
AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS

AND EASEMENTS FOR SPRINGMONT

The previously recorded Declaration of Covenants, Restrictions and Easements for Springmont is hereby amended as follows:

After the effective date of this Amendment, any purchaser or other transferee of a dwelling unit or lot in the Acreage Tract shall automatically be, upon taking title to such dwelling unit or lot, a full member of the Springmont Homeowners Association, Inc., with all the rights, privileges and obligations pertaining thereto.

The effective date of this amendment shall be the thirty-first day after its date of recordation.

The date of the meeting of the Association at which this amendment was adopted was: March 18, 1993 ✓

The date that notice of the meeting approving the amendment was given was: February 23, 1993 ✓

The total number of votes of members of the Association at the time of this amendment was seventy-eight ✓

The total number of votes required to constitute a quorum of the Association was forty. ✓

The number of votes required to adopt an amendment was a majority of the quorum, or twenty-one. ✓

The total number of votes cast against the amendment was two. ✓

The total number of votes cast in favor of the amendment was fifty-one. ✓

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

1993 MAR 22 PM 1:22
GARY R. YATES, CLERK

signed, sealed and delivered
in the presence of:

Jean McIntosh
UNOFFICIAL WITNESS

mail Charles Field
1820 Independence Square, No. D
Atlanta, GA 30338

Philip R. Elam
Philip R. Elam
PRESIDENT, SPRINGMONT
HOMEOWNERS ASSOCIATION, INC.

Christine Weaver
NOTARY PUBLIC

Notary Public, Gwinnett County, Georgia
My Commission Expires July 11, 1995

FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA
PH 4: 04

ORIGINAL DECLARATION RECORDED AT DEED BOOK 4762, PAGE 120
(PROPERTY IN LAND LOTS AND 31 AND 48, GWINNETT COUNTY)

SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS

AND EASEMENTS FOR SPRINGMONT

(NOTE: THIS AMENDMENT WAS ENACTED FOLLOWING THE PROCEDURE FOR AMENDMENT OF THE COVENANTS, AS OUTLINED IN THE ORIGINAL DOCUMENT.)

The previously recorded Declaration of Covenants, Restrictions and Easements for Springmont is hereby amended as follows:

The following referenced provisions are amended by substituting the following language for the original provisions , or, where appropriate, adding the new provisions:

Article Two, Section 3

(j) Fences. All fences shall be treated cedar, cypress or other material as may be approved by the ACC. Approval by the ACC for "other material" may only be granted where use of such "other material" is necessary. No fence shall be located in front of the rear of the Dwelling Unit to which it is appurtenant as such Dwelling Unit fronts on the street abutting such Lot. Once built, all fences must be maintained by the owner, including but not limited to replacing or repairing damaged or loose sections.

Article Seven, Section 9

Lien for Association dues and charges. In addition to the collection measures provided in the Association By-Laws, the Association shall have a lien for unpaid dues and charges as described herein. Upon the failure or refusal of any Owner to pay the accumulated association dues and charges, such Owner shall be personally liable to the Association for all direct and indirect costs as may be incurred by the Association in the collection of such dues and charges and the liability for such costs shall be enforceable by the Association by any appropriate proceeding in law or in equity. The Owner's liability for such costs shall also be a permanent charge and lien upon the Lot or Dwelling Unit of such Owner, enforceable by the Association by any appropriate proceeding in law or in equity.

Article Two, Section 3

(m) Parking and vehicular restrictions.

(1) No resident or member of a resident's household may routinely park any kind of vehicle on any street or portion of any street. Non-residents of Springmont may park only an automobile, van or similar personal-type vehicle in front of a residence while the non-resident is physically visiting the residence, but not longer than 48 hours.

(2) No vehicle of the following type may be parked in a place where it is visible

Charles Field
17 Dunwoody Park, Suite 105
Atlanta, GA. 30338

061549

from the street or from any other residence:

1. vehicles taller than 10 feet;
2. vehicles wider than 8 feet;
3. abandoned, inoperable or unlicensed vehicles;
4. vehicles being repaired or restored;
5. school busses or vans (including church or other identifiable institutional vehicles);
6. mobile homes
7. cabs for 18-wheelers
8. step vans
9. trailer houses

(3) Vehicles with commercial lettering or signage on any part of the exterior of the vehicle should not be routinely parked in any place where such vehicle is visible from any street.

(4) Trailers, boats, boats on trailers, campers and recreational vehicles should not be routinely parked in any place where they are visible from any street; in any event, no such item is allowed to be parked in a place where it is visible from a street for longer than ten days.

Nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, PROVIDED THAT the use, appearance and maintenance of such a building or trailer is specifically approved by the ACC prior to its being moved onto the construction site.

The effective date of this amendment shall be the thirty-first day after its date of recordation.

The date of the meeting of the Association at which this amendment was adopted was March 17, 1994.

The date that notice of the meeting approving the amendment was given was December 3, 1993.

The total number of votes of members of the Association at the time of this amendment was 114 (one hundred fourteen).

The total number of votes required to constitute a quorum of the Association was 58 (fifty-eight).


The number of votes required to adopt an amendment was a majority of the quorum, or 30 (thirty).

The total number of votes cast for and/or against the amendment, by section, was as follows:

Lien	49 For	6 Against
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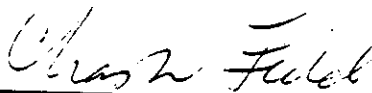
Fences 49 For 4 Against

Parking 47 For 9 Against

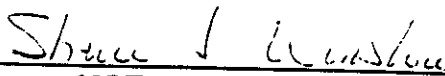


Philip R. Elam
President, SPRINGMONT
HOMEOWNERS ASSOCIATION, INC.

Signed, sealed and delivered in the presence of:

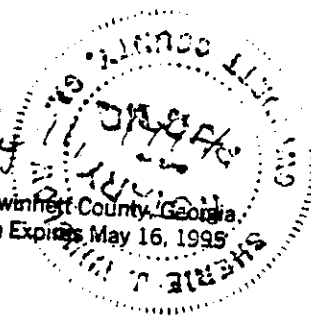


UNOFFICIAL WITNESS



NOTARY PUBLIC

Notary Public, Gwinnett County, Georgia
My Commission Expires May 16, 1995



After recording, please return to:

Charles W. Field
Attorney at Law
17 Dunwoody Park, Ste. 105
Atlanta, GA 30338