

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

BK11928 PG0001

1995 NOV -2 PM 2:09

Cross Reference: Book 4545
Page 251

GARY R. YATES, CLERK

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
PERRIN OAKS SUBDIVISION

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR PERRIN OAKS SUBDIVISION, made this 26TH day of
JUNE, 1995.

WITNESSETH:

WHEREAS, the Owners of the Lots in Perrin Oaks Subdivision
desire to have mandatory assessments against all Owners of Lots in
the Subdivision and further desire for lien rights against said
Owners in the event of non-payment of said assessments; and

WHEREAS, in order to provide for mandatory assessments and for
lien rights in the event of non-payment, the Declaration of
Covenants, Conditions, Restrictions and Easements for Perrin Oaks
Subdivision as recorded in Deed Book 4545, Page 251, Gwinnett
County, Georgia Records (hereinafter referred to as "Declaration")
must be amended in accordance with the provisions of the Georgia
Property Owners' Association Act O.C.G.A. 44-3-220 et seq.
(hereinafter referred to as the "Act"); and

WHEREAS, Article VIII of the Declaration requires that the
Perrin Oaks Homeowners' Association, Inc. (hereinafter referred to
as the "Association") and at least two-thirds of the property
owners of individual lots in Perrin Oaks Subdivision must execute
such amendment; and

WHEREAS, the Article VIII of the Declaration further requires
that the Declarant (Lanier Development Associates) must also
execute said amendment since it owns Lots subject to the
Declaration.

NOW, THEREFORE, for and in consideration of the above premises
and for the mutual benefits flowing therefrom, the Declaration of
Covenants, Restrictions and Easements for Perrin Oaks Subdivision
is hereby amended as follows:

1. All of the Property is hereby subjected to the provisions

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of the Act, as may be amended from time to time, and shall be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the Act.

2. The Association is hereby submitted to the Act and subject to the provisions as therein provided.

3. The Declaration as originally recorded contemplated that Common Property would be conveyed to the Association. However, while the Association has the responsibility for the maintenance of the Detention Pond, there is no conveyance of the Detention Pond to the Association. Therefore, Article I, Section 3 of the Declaration as originally recorded shall be deleted and the following Article I, Section 3. shall be substituted in its place and stead and shall read as follows:

Section 3. "Declarant" shall mean and refer to the developer, Lanier Development Associates. From and after the time the management of any portion of the property subject to this Declaration is transferred to the Association, the term "Declarant" shall also refer to the Association.

4. Article IV, Section 2. of the Declaration as originally recorded shall be deleted and the following Article IV, Section 2. shall be substituted in its place and stead and shall read as follows:

Section 2. Creation of Lien and Personal Obligation for Assessments. Each Lot within the Property is hereby made subject to a lien and permanent charge in favor of the Association for annual assessments or charges, and special assessments or charges. Each Lot hereafter made subject to this Declaration shall automatically be subjected to said lien and permanent charge at the time such Lot is made subject to this Declaration. Such annual and special assessments shall be fixed, established and collected as hereinafter provided. There shall be an equitable charge and a continuing lien upon the Lot against which each assessment is made, and such

permanent charge and lien shall bind such Lot and the successors in interest in such Lot while such successor holds an interest therein, unless otherwise provided herein. The lien for assessments shall also include, in addition to the annual and special assessments as described herein, the following:

- (i) late charges as may be assessed in accordance with O.C.G.A. 44-3-232 (a), and
- (ii) simple interest at the rate of 10% (ten percent) per annum, and
- (iii) costs of collection, including court costs, with expenses required for the protection and preservation of the Lot, and reasonable attorney fees actually incurred; and
- (iv) the fair rental value of the lot from the time of the institution of an action until the sale of the lot at foreclosure or until judgment rendered in the action is otherwise satisfied.

(A) Each Owner shall covenant and agree to pay to the Association annual assessments or charges and special assessments or charges, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided.

(B) Any person who was the Owner of any Lot subject to assessment by the Association at a time when any assessment came due with respect to such Lots shall be personally obligated to pay such assessment, together with all other costs as allowed by Georgia law.

(C) The permanent charge, the lien and the personal obligation hereby created may be enforced by the Association in any appropriate proceeding in law or in equity.

5. Article IV, Section 3. A. of the Declaration shall be amended by the addition of the following sentences:

In no case shall the increase in the annual assessment be more than ten dollars (\$10.00) above the annual assessment for the previous year without a vote of the membership. This amount may

be increased above ten dollars (\$10.00) 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. The Board of Directors may fix the annual assessment at an amount not in excess of the \$10.00 above the previous year's annual assessment.

6. Article IV of the Declaration shall be amended by the addition of the following Sections:

Section 7. Special Assessments. In addition to the Annual Assessment authorized by Section 3, the Association may levy a special assessment, provided that any such special assessment shall have the assent of 2/3 of the votes of the Members who are eligible to vote on such proposed assessment who are voting in person or by proxy at a meeting duly called for this purpose.

Section 8. Certificate. The Treasurer, or the manager of the Association shall, within five (5) days after written request therefore and upon payment of such fee as is from time to time determined by the Board, furnish to any Owner, a certificate in writing signed by an officer of the Association setting forth whether the assessments for which said Owner is responsible, have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. A fee of \$10.00 (or greater if permitted by Georgia Law) may be made for the issuance of such certificates. Such certificate shall be conclusive evidence against all but such Owner of payment of any assessment therein stated to have been paid.

Section 9. Subordination of the Charge and Lien to Mortgagees. The lien and permanent charge of all assessments authorized herein (including annual and special) with respect to any Lot is hereby made subordinate to the lien of any first priority mortgage placed on such Lot and to the lien of any mortgage recorded prior to the recording of this Declaration. Such subordination is merely a subordination and shall not relieve the Owner of the mortgaged property of his personal

obligation to pay all assessments coming due at a time when he or she is the Owner of such property.

Section 10. Individual Assessments. Any expense of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests, or invitee of any Owner shall be specifically assessed against such Owners and their respective Lots. The individual assessments provided for in this Section shall be levied by the Board of Directors of the Association and the amount and due date of such assessment shall be as specified by said Board.

Section 11. Effect of Non-Payment; Remedies of the Association. . Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount to be not in excess of the greater of \$25.00 or 10 percent of the amount of each assessment or installment thereof not paid when due, and, in addition thereto, shall also commence to accrue simple interest at the rate of ten (10%) percent per annum. A lien and equitable charge as herein provided for each assessment shall attach simultaneously as the same shall become due and payable. The Association, prior to the instituting of any action, judgment and/or foreclosure against the Owner and/or the property, shall first give to the Owner not less than ten (10) days written notice by certified mail, return receipt requested, at both the address of the Lot and at any other address or addresses which the Owner may have designated to the Association in writing. The notice shall specify the amount of the assessments then due and payable together with authorized late charges and interest accrued thereon. Thereafter, the lien may be foreclosed by the Association by an action, judgment and foreclosure in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape

liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of his/her Lot or by renunciation of membership in the Association.

7. Any provision of the Declaration not in conflict with the Act shall remain in full force and effect as stated.

IN WITNESS WHEREOF, the undersigned have executed this Amendment this 26 day of June, 1995.

Signed, sealed and delivered in the presence of:

Hayes A. Sallay
Witness
Charles McCarthy
Notary Public (affix seal)
My Commission Expires: 1/3/99

DECLARANT

Lanier Development Associates, a Georgia general partnership

By: Frank J. Patten, Pres.
W.F. Patten Agency Inc.
General Partner

Signed, sealed and delivered in the presence of:

Michael R. Hyman
Witness
Karen A. Casutt
Notary Public (affix seal)
My Commission Expires: 7/2/97
Notary Public, Gwinnett County, Georgia

Perrin Oaks Homeowners' Association, Inc.

By: Hayes A. Sallay, President
By: Edythe B. Conry V.P.

Signed, sealed and delivered in the presence of:

Hayes A. Sallay
Witness
Charles McCarthy
Notary Public (affix seal)
My Commission Expires: 1/3/99

AS to Lot 43 B, 44 B, 39 B, 17 B.
29 B.

Frank J. Patten, Pres. (Seal)
owner: W.F. Patten Agency Inc.
General Partner

Signed, sealed and delivered in the presence of:

Witness _____

Notary Public (affix seal)
My Commission Expires: _____

AS to Lot _____

owner: _____ (Seal)

Signed, sealed and delivered
in the presence of:

Royce E. Wafer
Witness

Karen W. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Royce E. Wafer
Witness

Karen W. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Royce E. Wafer
Witness

Karen W. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Royce E. Wafer
Witness

Karen W. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Hugh B. Cooper
Witness

Karen W. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Royce E. Wafer
Witness

Karen W. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

AS to Lot 32A

Michael R. Myers (Seal)
owner: MICHAEL R. MYERS

AS to Lot 33B

Sonny P. Bettis (Seal)
owner: SONNY P. BETTIS

AS to Lot 34B

Harry E. Gore (Seal)
owner: HARRY E. GORE

AS to Lot 21B

Hugh B. Cooper (Seal)
owner: HUGH B. COOPER

AS to Lot 13B

Royce E. Wafer (Seal)
owner: ROYCE E. WALKER

AS to Lot 23-B

Hayes A. Salley (Seal)
owner: HAYES A. SALLEY

BK11928 PG0008

Signed, sealed and delivered
in the presence of:

Ray E. Wafer
Witness

James H. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Ray E. Wafer
Witness

James H. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Ray E. Wafer
Witness

James H. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Ray E. Wafer
Witness

James H. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Ray E. Wafer
Witness

James H. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Ray E. Wafer
Witness

James H. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

AS to Lot 240

Clayton Jones (Seal)
owner: CLAYTON JONES

AS to Lot 5A

Gerald A. Fox (Seal)
owner: GERALD A. FOX

AS to Lot 3B

Laura M. Womack (Seal)
owner: LAURA M. WOMACK

AS to Lot 7B

George D. Reid (Seal)
owner: GEORGE D. REID

AS to Lot 50B

Elizabeth L. Kent (Seal)
owner: ELIZABETH L. KENT

AS to Lot 47B

Thomas R. Drake (Seal)
owner: THOMAS R. DRAKE

BK11928 PG0009

Signed, sealed and delivered
in the presence of:

Ray E. Wafer
Witness

Kenneth J. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Ray E. Wafer
Witness

Kenneth J. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Ray E. Wafer 6/25/95
Witness

Kenneth J. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Ray E. Wafer
Witness

Kenneth J. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Ray E. Wafer
Witness

Kenneth J. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

Signed, sealed and delivered
in the presence of:

Ray E. Wafer
Witness

Kenneth J. Cornett
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires July 2, 1997

AS to Lot 31-B

Gregory J. Ford (Seal)
owner: GREGORY Ford

AS to Lot 116B1

Debbie Evancho (Seal)
owner: DEBBIE EVANCHO

AS to Lot 47B

Kenneth J. Cornett (Seal)
owner: KJP 6/25/95

AS to Lot 486

Danny Byrne (Seal)
owner: DANNY BYRNE

AS to Lot 12B

Frederick L. Uftagrapffa (Seal)
owner: FREDERICK L. UFTAGRAFFA

AS to Lot 15-B

Wayne E. Lafevers (Seal)
owner: WAYNE E. LAFEVERS

BK11928 PG0010

Signed, sealed and delivered
in the presence of:

Maray E. Allen
Witness

Donald E. Jones
Notary Public (affix seal)
My Commission Expires:
Notary Public, Gwinnett County, Georgia
My Commission Expires Sept. 1, 1995

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot 498

Steve Cornett (Seal)
owner: STEVE CORNETT

AS to Lot ____ /

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

BK11928 PG0011

Signed, sealed and delivered
in the presence of:

Salvatore [Signature]
Witness



Edwin W. Justice
Notary Public (affix seal)
My Commission Expires:
Notary Public, East County, Georgia.
My Commission Expires Dec. 29, 1997.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot 34

[Signature] (Seal)
owner: ANTHONY (SUESS)

AS to Lot ____ /

owner: (Seal)

AS to Lot ____

owner: (Seal)

AS to Lot ____

owner: (Seal)

AS to Lot ____

owner: (Seal)

AS to Lot ____

owner: (Seal)

Signed, sealed and delivered
in the presence of:

Witness Helen A. Sally

Charles R. Jolly 09/15/95
Notary Public (affix seal)
My Commission Expires:
Notary Public, Fulton County, Georgia
My Commission Expires January 25, 1998

Signed, sealed and delivered
in the presence of:

Witness _____

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness _____

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness _____

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness _____

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness _____

Notary Public (affix seal)
My Commission Expires:

AS to Lot 22-B

Charles R. Jolly (Seal)
owner: CHARLES R. JOLLY

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

Signed, sealed and delivered
in the presence of:

Laurence Howood
Witness

Michael M. Byrd
Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness _____

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness _____

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness _____

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness _____

Notary Public (affix seal)
My Commission Expires:

AS to Lot 18B / BK11928 PG0013

Cheryl M. Vail (Seal)
owner: CHERYL M. VAIL

Notary Public, DeKalb County, Georgia
My Commission Expires January 23, 1998

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)

My Commission Expires: _____
Notary Public, Cobb County, Georgia
My Commission Expires Sept. 29, 1997

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot

19-B

owner: Suzanne B. Johnson (Seal)

SUZANNE B. JOHNSON

AS to Lot _____ /

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

BK11928 PG0016

Signed, sealed and delivered
in the presence of:

Pauline J. Sidenstick
Witness

AS to Lot 4-A

Tracy H. Horton (Seal)
owner: TRACY H. HORTON

Bill Horton
Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

AS to Lot ____ /

____ (Seal)
owner:

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

AS to Lot ____

____ (Seal)
owner:

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

AS to Lot ____

____ (Seal)
owner:

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

AS to Lot ____

____ (Seal)
owner:

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

AS to Lot ____

____ (Seal)
owner:

Notary Public (affix seal)
My Commission Expires:

BK11928 PG0017

Signed, sealed and delivered
in the presence of:

Sandra Roberts
Witness

Helen Lawson
Notary Public (affix seal)

My Commission Expires: Notary Public, Fulton County, Georgia
My Commission Expires March 7, 1997

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot 2-B

Michael G. Marshall (Seal)
owner: MICHAEL G. MARSHALL

AS to Lot ____ /

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

BK11928 PG0018

Signed, sealed and delivered
in the presence of:

Charles F. Noble
Witness

Mary R. Parter
Notary Public (affix seal)
My Commission Expires Nov. 13, 1998

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot 28-B

Janice Grindstaff (Seal)
owner: JANICE GRINDSTAFF

AS to Lot _____ /

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

Signed, sealed and delivered
in the presence of:

AS to Lot 35-B

Witness

owner: KATHERINE BROGDON (Seal)

Notary Public (affix seal)
My Commission Expires:

Notary Public, Fulton County, Georgia
My Commission Expires November 19, 1996

Signed, sealed and delivered
in the presence of:

AS to Lot _____ /

Witness

owner: _____ (Seal)

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

AS to Lot _____

Witness

owner: _____ (Seal)

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

AS to Lot _____

Witness

owner: _____ (Seal)

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

AS to Lot _____

Witness

owner: _____ (Seal)

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

AS to Lot _____

Witness

owner: _____ (Seal)

Notary Public (affix seal)
My Commission Expires:

BK11928 PG0020

Signed, sealed and delivered
in the presence of:

James M. Hunter
Witness

James M. Hunter
Notary Public (affix seal)
My Commission Expires: November 17, 1997
Notary Public, Gwinnett County, Georgia

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot 20-B

Emory M. Brooks (Seal)
owner: EMORY M. BROOKS

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

BK11928 PG0021

Signed, sealed and delivered
in the presence of:

Witness

AS to Lot 36-B

owner: RICHARD KAUFFMAN

(Seal)

Notary Public (affix seal)

My Commission Expires: Notary Public, DeKalb County, Georgia
My Commission Expires March 17, 1997

Signed, sealed and delivered
in the presence of:

Witness

AS to Lot _____ /

owner: _____ (Seal)

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

AS to Lot _____

owner: _____ (Seal)

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

AS to Lot _____

owner: _____ (Seal)

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

AS to Lot _____

owner: _____ (Seal)

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

AS to Lot _____

owner: _____ (Seal)

Notary Public (affix seal)
My Commission Expires:

BK11928 PG0022

Signed, sealed and delivered
in the presence of:

Wayne A. Sally
Witness

Vernice A. Brantley
Notary Public (affix seal)
My Commission Expires:

Notary Public, Paulding County, Georgia.
My Commission Expires March 16, 1998

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

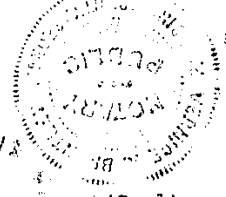
Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot 16-B

Leonard F. Antao (Seal)
owner: LEONARD F. ANTAO



AS to Lot _____

(Seal)
owner:

AS to Lot _____

(Seal)
owner:

AS to Lot _____

(Seal)
owner:

AS to Lot _____

(Seal)
owner:

AS to Lot _____

(Seal)
owner:

BK11928 PG0023

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires Dec. 17, 1998

AS to Lot

27-B

owner: SHARI L. CORATHERS (Seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot

owner: (Seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot

owner: (Seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot

owner: (Seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot

owner: (Seal)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot

owner: (Seal)

BK11928 PG0024

Signed, sealed and delivered
in the presence of:

Janetia Whitlow
Witness

[Signature]
Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot 14-B

Betty J. Millsaps (Seal)
owner: BETTY J. MILLSAPS

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

BK11928 P60025

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Notary Public (affix seal)
My Commission Expires:

10-23-98
Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot 42-8
[Signature] (Seal)
owner: LANCE R. SPERRING

AS to Lot _____ /

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

AS to Lot _____

owner: _____ (Seal)

BK11928 PG0026

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires Jan. 2, 1999

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot 40-B

owner: RICHARD BARNES (Seal)

AS to Lot ____ /

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

BK11928 PG0027

Signed, sealed and delivered
in the presence of:

Cathy Gentry
Witness

Harold R. Gentry
Notary Public (affix seal)

My Commission Expires: November 14, 1996

AS to Lot 9-B

Ewell L. Hitchcock (Seal)
owner: EWELL HITCHCOCK

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Notary Public (affix seal)
My Commission Expires:

AS to Lot ____ /

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)

AS to Lot ____

owner: _____ (Seal)