

**PROTECTIVE COVENANTS
FOR
CRIMSON CREEK SUBDIVISION**

LOTS ON PLAT OF CRIMSON CREEK SUBDIVISION, WHICH IS RECORDED IN BOOK 102 PAGE 154, GWINNETT COUNTY, GEORGIA ARE SUBJECT TO THE FOLLOWING RESTRICTIONS WHICH ARE COVENANTS RUNNING WITH THE LAND. ALL PURCHASERS OF LOTS IN SAID PLAT, FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, BY THE PURCHASE OF SAID LOTS, AGREE TO BE BOUND BY THE COVENANTS CONTAINED HEREIN, AND MAY BE ENFORCED BY THE OWNER OF ANY LOT IN THE SUBDIVISION, AND SHALL REMAIN IN FORCE AND EFFECT UNTIL 2200 AD.

1. Lots shown shall be for single family private dwellings with no lot or structure being used for any type of business or commercial enterprise. No building shall be erected on any lot to be used as a school, church or kindergarten.
2. No lot shall be subdivided such as to create an additional building lot.
3. No temporary house, shack, tent, or trailer shall be erected on any lot.
4. No residence shall be erected on any lot to have less than 1700 square feet of indoor heated area for a ranch 1800 square feet for a two story. No mobile home or doublewide manufactured home shall be allowed.
5. No relocated house to be moved onto the property.
6. No accumulation of discarded personal effects, debris, waste, garbage, or other unsightly objects or matter will be permitted on any lot. All garbage cans shall be concealed from view of the street and neighboring property except on specific days of scheduled pickup. All woodpiles shall be concealed from view of the street and neighboring property.
7. Exterior of houses shall be of brick veneer, stucco, or contemporary type siding. No exposed concrete block.
8. Any additions or out buildings (including any pet shelter), must be of like materials of existing home and be painted to co-ordinate with same and approved by developer or Homeowners Association.
9. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. No pets shall be kept, bred or maintained for any commercial purpose.
10. No exterior antennas of any kind, including without limitation, satellite dishes, shall be placed, allowed or maintained upon any portion of the lot, without the prior written consent of the developer.
11. No sign of any kind shall be erected on any lot except for reasonable and appropriate "For Sale" and "For Rent" signs related to the lot. Entry signs and fences, subdivision identifications signs, and sale information signs erected by the developer or his agents are hereby
12. The term "vehicles" as used herein shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooter, go-carts, trucks, campers, buses, vans, and automobiles. All vehicles shall be parked within the parking areas serving their lot. All vehicles shall be in working condition and with current tags. Vehicles shall not be parked on the street for more than twenty four (24) hours. Any recreational vehicles parked on any lot shall not be visible from any street.
13. No fence or fencing type barrier of any kind shall be placed erected, allowed, or maintained closer to the street than the front corner of the residence located on the lot. Fence material may be chain link, wood privacy or decorative. All fences must be approved by developer or Homeowners Association.

14. No overhead utility lines, including lines for cable television, shall be permitted on any lot, except for temporary lines as required during construction and lines installed by or at the request of the developer.
15. No window air-conditioning units may be installed that are visible to the street or neighboring property.
16. No exterior clotheslines of any type shall be permitted on a lot.
17. No house shall be nearer a fronting street than the building line shown on the plat, no nearer than 40 feet from the rear lot line. Minimum side yard is 10 feet. These setbacks apply unless otherwise approved by governmental authorities and/or the developer.
18. Homebuilder shall be held responsible for implementation of and conformance with county and city soil erosion control ordinance.
19. Home builder shall be required to maintain cleanliness of building site, removing all debris and construction materials after completion of construction. He shall be required to remove transported soils from street gutters and catch basins abutting developed lot. He shall seed all disturbed earth with a permanent vegetative cover.
20. No residence shall be erected on any lot without a double garage.
21. All structures erected shall be completed within one year of when work began.
22. Electrical meter base installed on side of homes are to be painted the same color and siding.
23. Owners shall not alter, remove or add improvements to any entry features or front subdivision sign constructed by the developer, or any easement area associated therewith without the prior written consent of the developer.
24. If the developer fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to him in writing, approval will be deemed to have been fully complied with.
25. Invalidation of any of these covenants by judgement or court order shall; in no way affect any of the other provision, which shall remain in full force and effect.
26. Lot 18 is a pre-existing house and is not included in these covenants.
27. Developer in charge of architectural control.
28. There shall be an initial Homeowners fee set at \$150. Homeowners Association at a later date may set their own fee.

This 25th day of June, 2004

Northpark Communities, LLC
Company name

By: [Signature]
Name and Title

[Signature]
Witness
[Signature]
Notary

Linda Hyman
Notary Public, Walton County, Georgia
My Commission Expires November 23, 2007

Exhibit "B"