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FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

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TOM LAWLER, CLERK

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RETURN TO: 2-12809
ANSLEE M. FOSTER
RAMSAY TITLE GROUP, LLC
6400 ATLANTIC BOULEVARD, SUITE 170
NORCROSS, GEORGIA 30071
(770) 447-0976

CROSS REFERENCE TO:
Community Charter recorded at Deed Book
29055, Page 108, Gwinnett County, Georgia
Records

STATE OF GEORGIA

COUNTY OF GWINNETT

**SECOND AMENDMENT TO
COMMUNITY CHARTER FOR THE RIVER CLUB**

THIS SECOND AMENDMENT TO COMMUNITY CHARTER FOR THE RIVER CLUB (herein, the "Amendment") is made and entered into as of December 17, 2003, by CRESCENT RIVER, LLC, a Georgia limited liability company (the "Founder").

BACKGROUND STATEMENT

On September 25, 2002, Founder executed that certain Community Charter for The River Club, which was recorded on October 4, 2002 in Deed Book 29055, Page 108, et seq., in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, as amended by that certain Amendment to Community Charter for The River Club, dated October 2, 2003, recorded in Deed Book 35375, Page 173, aforesaid records (collectively, the "Charter"), and in connection therewith has promulgated certain Design Review and Landscape Guidelines for The River Club (the "Guidelines")

Pursuant to Section 21.2(a) of the Charter, Founder has the unilateral right to amend the Charter for certain purposes.

Founder has agreed to sell to Virgil Williams ("Purchaser") those tracts or parcels of land located in Land Lot 284, 7th District, Gwinnett County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), consisting of Lots 232, 233, 234, 235, 236 and 237 (the "Lots"), and Open Space 5 ("Open Space 5"), Phase 1, Unit 2, The River Club.

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In connection with such sale to Purchaser, Founder has agreed to amend certain provisions of the Charter and the Guidelines with respect to the Property.

NOW, THEREFORE, Founder hereby amends the Charter and the Guidelines with respect to the Property as follows:

1. Definitions. Capitalized terms used in this Amendment and not otherwise defined shall have the meanings given to such terms in the Charter.

2. Lots Subject to Charter. The Lots shall be subject to the Charter and the Guidelines, as amended hereby. Open Space 5 shall not be subject to the Charter or the Guidelines.

3. Construction Requirement. Purchaser shall not be required to commence construction on any of the Lots within a specified time period. Design review fees, construction escrow fees and any similar fees and deposits shall not be required to be paid at the closing of Purchaser's acquisition of the Property. When Purchaser wishes to commence construction on a Lot, Purchaser shall give Founder written notice of Purchaser's intent to construct improvements (a "Construction Intent Notice"). Purchaser shall be obligated to pay such required design review fees and construction escrow fees with respect to such Lot within fifteen (15) days after delivery of such Construction Intent Notice and prior to commencement of any such work.

4. Combination of Lots. Purchaser shall have the right to combine two or more Lots without the Board's approval for the purpose of building a single dwelling on the combined Lot. Such combined Lots shall be treated as separate Units for purposes of assessment, even though such Lots may be improved with a single dwelling.

5. Community Enhancement Fee. A Community Enhancement Fee shall not be imposed on any transfer of title to any Lot by Purchaser to any child or grandchild of Purchaser (a "Family Member") or by such Family Member to Purchaser or any other Family Member.

6. Approved Builder. If Purchaser conveys any Lot to a Family Member who is a builder or who controls a building company, such Family Member may act, or may contract with his company to act, as builder and general contractor with respect to the construction of improvements on such Lot; provided that such builder must contract on commercially reasonable terms with a member of The River Club Builders Guild to act as a consultant and oversee the construction on the Lot.

7. Building Envelopes. Prior to the closing of Purchaser's acquisition of the Property, Founder has provided Purchaser with an opportunity to review the specific Building Envelope with respect to each Lot. If Purchaser elects to combine Lots, as provided in Section 4 above, Founder shall have the right on a reasonable basis to establish a new Building Envelope for the combined Lot.

8. Association Assessments. Purchaser shall be obligated to pay assessments due under the Charter with respect to the greater of (i) two (2) Lots, or (ii) the actual number of Lots

on which dwellings have been completed. Construction shall be deemed to be completed upon issuance of a certificate of occupancy.

9. No Other Modification. Except as modified hereby, each and every term and provision of the Charter shall remain unaffected.

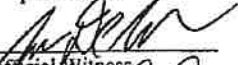
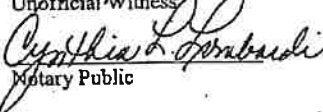
IN WITNESS WHEREOF, Founder has set its hand and seal this 17 day of DECEMBER, 2003.

FOUNDER:

CRESCENT RIVER, LLC,
a Georgia limited liability company

By: CRESCENT RESOURCES, LLC,
its sole member

Signed, sealed and delivered
in the presence of:


Unofficial Witness

Notary Public

My Commission Expires:

December 4, 2006




By:  (SEAL)
Name: ED WEINLEIN
Title: VICE PRESIDENT



EXHIBIT A

Legal Description
[Lots 232-237; Open Space 5]

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 284 of the 7th District of Gwinnett County, Georgia, being Lots 232, 233, 234, 235, 236 and 237 and Open Space 5, all as shown on that certain Final Subdivision Plat for The River Club Phase 1 - Unit 2, recorded in Plat Book 101, Pages 14-15, in the Records of Gwinnett County, Georgia.

TOGETHER WITH and benefiting the subject property, the easements contained in that certain Community Charter for The River Club by Crescent River, LLC, a Georgia limited liability company, dated September 25, 2002, filed for record October 4, 2002 at 4:44 p.m., recorded in Deed Book 29055, Page 108, Records of Gwinnett County, Georgia; as amended by that certain Amendment to Community Charter for The River Club by Crescent River, LLC, a Georgia limited liability company, dated October 2, 2003, filed for record October 14, 2003 at 11:21 a.m., recorded in Deed Book 35375, Page 172, aforesaid records.