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Cross-Reference to:  
Community Charter for River Club recorded in Deed Book  
29055, Page 108, et seq. of the public records of Gwinnett  
County, Georgia

STATE OF GEORGIA

COUNTY OF GWINNETT

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

This AMENDMENT TO COMMUNITY CHARTER FOR RIVER CLUB is made this 11<sup>th</sup> day of August, 2016, by CRESCENT RIVER, LLC, a Georgia limited liability company (the "Founder").

**WITNESSETH:**

WHEREAS, Founder prepared and filed of record that certain Community Charter for River Club in the Office of the Clerk of Superior Court of Gwinnett County, Georgia at Deed Book 29055, Page 108, *et seq.*, (as amended and supplemented, the "Charter");

WHEREAS, pursuant to Section 21.2(a) of the Charter, until the termination of the Founder Control Period, the Founder may unilaterally amend the Charter for any purpose;

WHEREAS, the Founder Control Period has not terminated; and

WHEREAS, in order to facilitate the future development of the Community, Founder deems it appropriate to amend the Charter for the purposes of clarifying and extending certain of the special rights granted to the Founder and clarifying certain rights and easements set forth thereto.

NOW, THEREFORE, pursuant to the powers retained by Founder under the Charter, Founder hereby amends the Charter as follows:

**ARTICLE 1**  
**Definitions**

The definitions set forth in the Charter are incorporated herein by reference.

**ARTICLE 2**  
**Founder Control Period**

Section 2.1 of the Charter is hereby amended by deleting the third paragraph of Section 2.1 in its entirety and substituting therefor the following:

The Founder has reserved other rights that may be exercised only during the "Founder Control Period," which is the period of time that the Founder is entitled to appoint a majority of the members of the Association's board of directors ("Board"). The Founder Control Period begins on the date of the Association's incorporation and terminates upon the first of the following to occur:

- (a) December 31, 2027; or
- (b) when, in its discretion, the Founder so determines and declares in a recorded instrument.

**ARTICLE 3**  
**Expansion by Founder**

Section 17.1 of the Charter is hereby amended by deleting the second paragraph thereof and substituting therefor the following:

The Founder's right to expand The River Club under this section expires when all property described in Exhibit "B" has been submitted to this Charter or December 31, 2027, whichever is earlier. Until then, the Founder may transfer or assign this right to any Person who is the developer of a least a portion of the real property described in Exhibit "A" or "B." Any such transfer shall be described in a recorded instrument executed by the Founder.

**ARTICLE 4**  
**Easements over Private Roadways**

Section 13.9(e) of the Charter is hereby amended by deleting Section 13.9(e) in its entirety and substituting therefor the following:

(e) The Founder hereby establishes for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all Roadways reasonably necessary to travel between the entrance to The River Club and the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Private Amenities shall have the right to park their vehicles on the Roadways at reasonable locations and times before, during, and after tournaments and other similar functions held by or at the Private Amenities, each as approved by the Association in writing within five (5) days of receipt of such request in advance of such proposed use, to the extent that the Private Amenities have insufficient parking to accommodate such vehicles (such approval not to be unreasonably withheld,

delayed or conditioned). The Association shall have the right to implement sanctions in connection with improper use of the Roadways for parking, which may include, without limitation, the imposition of monetary fines, and the exercise of towing, booting, or other self-help remedies in accordance with applicable law.

**ARTICLE 5**  
**Design Control**

Section 14.4 of the Charter is hereby amended by deleting Section 14.4 in its entirety and substituting therefor the following:

14.4 Design Control by Owner of Private Amenities.

With regard to any Unit located directly adjacent to the golf course, no Person, including any entity having approval rights under this Charter (collectively and individually, the "Approval Party"), shall be permitted to remove, or approve the removal of, any native tree with a caliper greater than 4" from within the first thirty (30) feet of the Landscape Facilities and Access Easement, as measured from the rear lot line of such Unit, without the prior written approval of the Owner of the Private Amenities; provided, however that no approval from the owner of the Private Amenities shall be required for the limbing up of trees, clearing underbrush, removing diseased or understory trees or selectively removing up to fifteen percent (15%) of a Unit's tree count of larger non-specimen trees within the Landscape, Facilities and Access Easement area, as such easement area is shown on the final subdivision plats recorded in Gwinnett County (the "LFAE Area"). The final landscape plans for any Unit abutting the golf course shall include the replacement of any trees cleared with new plantings of vegetation, evergreens or lower story plantings as reasonably determined by the Reviewer.

The Approval Party shall provide written notice of its request for approval from the owner of Private Amenities (the "Approval Notice"). The owner of the Private Amenities shall then have 15 days following its receipt of the Approval Notice to respond in writing either approving or disapproving the request (such approval not to be unreasonably withheld, delayed or conditioned) and, if disapproved, shall state in detail the reasons for such disapproval. The failure of the owner of the Private Amenities to respond to the Approval Notice within the 15-day period shall constitute a waiver of its right to disapprove the request.

Notwithstanding anything to the foregoing contained in this Section 14.4, Founder may not reduce the depth of any LFAE Area adjacent to the golf course without the prior written consent of the owner of the Private Amenities, such approval not to be unreasonably withheld, delayed or conditioned; provided, however, and further notwithstanding anything contained in this Section 14.4 or in the Design Guidelines, Founder shall insure that any Unit which is platted within the approximate 49-acre undeveloped parcel being located in Land Lots 284, 285 and 312 of the 7<sup>th</sup> Land District, Gwinnett County, Georgia and which is located directly adjacent, in either the northerly, easterly or northeasterly direction, to the existing location of Green #2 of the golf course shall have a rear LFAE Area of not less than forty-five feet (45') deep, as measured from the rear lot line of each applicable Unit.

**ARTICLE 6**  
**Charter**

Except as specifically amended hereby, the Charter and all terms thereof shall remain in full force and effect.

*[signature page follows]*

IN WITNESS WHEREOF, Founder has caused this instrument to be executed on the day and year first written above.

**FOUNDER:**

CRESCENT RIVER, LLC, a Georgia limited liability company

By: CRESCENT COMMUNITIES, LLC, a Georgia limited liability company, Its Manager,

By: *Keith Glenn*  
Keith Glenn, Its Sr. Vice-President

Signed, sealed, and delivered this 27<sup>th</sup> day of July, 2016, in the presence of:

Address: c/o Crescent Communities, LLC  
227 West Trade Street, Suite 1000  
Charlotte, North Carolina 28202

*Glenda T. Aldridge*  
Witness

*Kay H. Arnette*  
Notary Public

My Commission Expires

June 28, 2019

[NOTARY SEAL]

