

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

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JO ANNE P. STUBBLEFIELD
STE 1220, 225 PEACHTREE ST. NE
ATLANTA, GA 30303

CERTIFICATE OF RESTATED ARTICLES OF INCORPORATION

I, Cathy Cox, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby certify under the seal of my office that the articles of incorporation of

THE RIVER CLUB COMMUNITY ASSOCIATION, INC.
A DOMESTIC NONPROFIT CORPORATION

have been duly restated and amended by the filing of articles of restatement in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles of restatement.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



A handwritten signature in black ink, appearing to read "Cathy Cox".

Cathy Cox
Secretary of State

**CERTIFICATE REGARDING
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE RIVER CLUB COMMUNITY ASSOCIATION, INC.**

The undersigned officer of The River Club Community Association, Inc., a Georgia nonprofit corporation ("Association"), hereby certifies pursuant to Section 14-3-1006 (e) of the Georgia Nonprofit Corporation Code that:

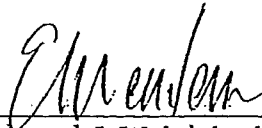
(a) the attached Amended and Restated Articles of Incorporation of the Association contain an amendment to the Articles of Incorporation of the Association which does not require the approval of members or any other person and may be adopted by majority vote of the Board of Directors pursuant to O.C.G.A. Section 14-3-1002; and

(b) the attached Amended and Restated Articles of Incorporation were adopted by unanimous written consent of the Association's Board of Directors dated October 7, 2002, in accordance with the provisions of Article VIII of the original Articles of Incorporation and O.C.G.A. Section 14-3-1002.

ASSOCIATION,
[SEAL]

THE RIVER CLUB COMMUNITY
INC., a Georgia nonprofit corporation

By:



Edward J. Weinlein, its President

SECRETARY OF STATE
OCT 16 10 34 AM '02
CORPORATION DIVISION

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
THE RIVER CLUB COMMUNITY ASSOCIATION, INC.**

Article 1. Name. The name of the corporation is The River Club Community Association, Inc. (the "**Association**").

Article 2. Principal Office. The initial principal office of the Association is located at 5090 Hutchins Ferry Road, Suwanee, GA 30024.

Article 3. Duration. The Association shall have perpetual duration.

Article 4. Applicable Statute. The corporation is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code.

Article 5. Purposes and Powers. The Association does not contemplate pecuniary gain or profit, direct or indirect, to its members.

(a) By way of explanation and not limitation, the purposes for which the Association is formed are:

(i) to be and constitute the Association to which reference is made in the Community Charter for The River Club ("**Charter**"), recorded or to be recorded by Crescent River, LLC ("**Founder**"), in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the By-Laws of the Association ("**By-Laws**") and as provided by law; and

(ii) to provide an entity for the furtherance of the interests of the owners of the real property that is described in and submitted to the terms of the Charter (the "**Community**").

(b) In furtherance of its purposes, the Association shall have the following powers, which, unless indicated otherwise by the Charter or By-Laws, may be exercised by its board of directors:

(i) all of the powers conferred upon nonprofit corporations by common law and the statutes of the State of Georgia in effect from time to time;

(ii) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the By-Laws, or the Charter, including, without limitation, the following:

(1) to fix and to collect assessments and other charges to be levied pursuant to the Charter;

(2) to manage, control, operate, maintain, repair, and improve property subject to the Charter or any other property as to which the Association has a right or duty to provide such services pursuant to the Charter, By-Laws, or any covenant, easement, contract, or other legal instrument;

(3) to enforce covenants, conditions, or restrictions affecting any property, to the extent the Association may be authorized to do so under the Charter, By-Laws, or other recorded covenants;

(4) to engage in activities which will actively foster, promote, and advance the common interests of all owners of property subject to the Charter;

(5) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(6) to borrow money for any purpose;

(7) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(8) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests of such corporations, firms, or individuals;

(9) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the proper management of the affairs of the Association, consistent with the Charter; and

(10) to provide any and all services to the Community and adjacent properties as the Board of Directors may determine to be necessary or desirable to supplement the services provided by local government.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article 5 are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article 5.

Article 6. Membership. The Association shall be a membership corporation without certificates or shares of stock. The Founder, for such period as is specified in the Charter, and each Person who is the Owner of a Unit within the Community (as such capitalized terms are defined in the Charter), shall be a member of the Association and

shall be entitled to such voting rights and membership privileges as are set forth in the Charter and the By-Laws.

Article 7. Board of Directors. The business and affairs of the Association shall be conducted, managed, and controlled by a Board of Directors. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

The Board of Directors shall consist of not less than three nor more than seven directors, as determined in accordance with the By-Laws. The initial Board of Directors shall consist of three directors. The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until their resignation or removal, are as follows:

Arthur W. Fields	400 S. Tryon Street, Suite 1300, Charlotte, NC 28202
Edward J. Weinlein	5090 Hutchins Ferry Road, Suwanee, Georgia 30024
Nancy S. Hall	5090 Hutchins Ferry Road, Suwanee, Georgia 30024

The number, the method of selection, removal, and filling of vacancies, and the term of office of members of the Board of Directors shall be as set forth in the By-Laws.

Article 8. Indemnification of Directors. The Association shall indemnify its officers, directors and committee members as and to the extent required by the By-Laws. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director of the Association for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Article 9. Dissolution. The Association may be dissolved, with the prior approval of the Gwinnett County Board of Commissioners, upon a resolution duly adopted by the Association's Board of Directors and approved by the affirmative vote of members who are Owners of not less than two-thirds (2/3) of the Units subject to the Charter. In addition, so long as the Founder owns any property subject to the Charter or which the Founder may unilaterally make subject to the Charter pursuant to the terms of the Charter, the written consent of the Founder shall be required.

Article 10. Merger and Consolidation. The Association may merge or consolidate only upon a resolution duly adopted by its Board of Directors and the affirmative vote of members entitled to cast at least two-thirds (2/3) of the total eligible votes in the Association. In addition, during the "**Development and Sale Period**," as defined in the Charter, the written consent of the Founder shall be required.

Article 11. Amendments. These Articles may be amended only upon a resolution duly adopted by the Board of Directors and approved by the affirmative vote of members entitled to cast at least two-thirds (2/3) of the total eligible votes in the

Association; provided, the members shall not be entitled to vote on any amendment to these Articles of Incorporation adopted for the sole purpose of complying with the requirements of any governmental or quasi-governmental entity or any institutional lender authorized to fund, insure or guarantee mortgages on individual Units, which amendments may be adopted by the Board of Directors without a membership vote. In addition, during the Development and Sale Period, the consent of the Founder shall be required for any amendment.

Article 12. Registered Agent and Office. The initial registered office of the Corporation is c/o C. T. Corporation System, 1201 Peachtree Street, N.E., Suite 1240, Atlanta, Georgia 30361, and the initial registered agent at such address is C.T. Corporation System.

Article 13. Incorporator. The name of the Incorporator is Beth Love, whose address is 422 South Church Street, PBO5e, Charlotte, North Carolina 28201-1244.

IN WITNESS WHEREOF, The River Club Community Association has caused these Amended and Restated Articles of Incorporation to be executed and attested by its duly authorized officers on the 7th day of October, 2002.

ASSOCIATION,

[SEAL]

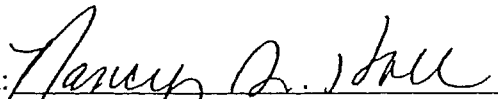
THE RIVER CLUB COMMUNITY
INC., a Georgia nonprofit corporation

By:



Edward J. Weinlein, President

Attest:


Nancy S. Hall, Secretary

5385.04/CADocs/A&R A01/100702/jps
RECORDED
INDEXED
OCT 16 2002
10 16 2002

BK 29055PG0104

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

02 OCT -4 PM 4:44

TOM LAWLER, CLERK

Prepared by / record and return to:

Jo Anne P. Stubblefield
Hyatt & Stubblefield, P.C.
1200 South Tower, Peachtree Center
225 Peachtree Street, N.E.
Atlanta, Georgia 30303

GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX

307822 - 23

STATE OF GEORGIA) \$ None
) TOM LAWLER CLERK OF
) SUPERIOR COURT
COUNTY OF GWINNETT)

QUITCLAIM DEED

THIS INDENTURE, made the 25th day of September, 2002, between CRESCENT RIVER, LLC., a Georgia limited liability company ("Grantor"), and THE RIVER CLUB COMMUNITY ASSOCIATION, INC., a Georgia nonprofit corporation ("Grantee").

WITNESSETH

That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release and forever quitclaim to the Grantee, its successors, heirs and assigns, all the right, title, interest, claim or demand which the Grantor has or may have had in and to the following described property ("Property"):

ALL THOSE TRACTS OR PARCELS OF LAND, lying and being in Land Lots 278, 279, 284, and 285 of the 7th District, Gwinnett County, Georgia, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference;

together with all rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the described premises unto the Grantee, its successors, heirs and assigns, so that neither the Grantor nor its successors, heirs or assigns, nor any other person claiming under it, shall, at any time, demand or claim any right, title or interest to the aforesaid described premises or its appurtenances.

THIS CONVEYANCE is specifically made subject to the following:

1. All unpaid taxes and assessments for the year 2002 and all subsequent years;

177721

2. All liens, encumbrances, easements, reservations, restrictions, covenants, easements, zoning ordinances, matters of survey and conditions of record in the Gwinnett County, Georgia land records affecting the Property;

3. All restrictions and general notes contained on that certain final plat of The River Club Phase 1 referenced on Exhibit "A" (the "Plat");

4. The Community Charter for The River Club recorded by Grantor in the Gwinnett County, Georgia land records at Deed Book 29055, Page 108, as it may have been or hereafter be amended (the "Charter");

5. An easement and right-of-way hereby reserved unto Grantor, its successors and assigns in, on and over the Property for the purpose of construction, location, installation, inspection, maintenance, repair, and operation of any improvements on the Property for the benefit of Grantee and its members, which easement shall terminate automatically with no further documentation on that date which is ten (10) years from the date hereof.

Each portion of the Property shall be and is hereby designated "Common Area" as defined in the Charter.

Grantor does not, by the execution and delivery of any document or instrument executed and delivered in connection with the conveyance of the Property, make any warranty, express or implied, of any kind or any nature whatsoever with respect to the Property or any improvements thereon, and all such warranties are expressly disclaimed.

[continued on next page]

BK 29055PG0106

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized offices under its corporate seal as of the day and year first above written.

GRANTOR: CRESCENT RIVER, LLC, a Georgia limited liability company [SEAL]

By: Roy E. Parrish III
Name: Roy E. Parrish, III
Its: Vice President

Attest: Susan G. DeShon
Name: Susan G. DeShon
Its: Assistant Secretary

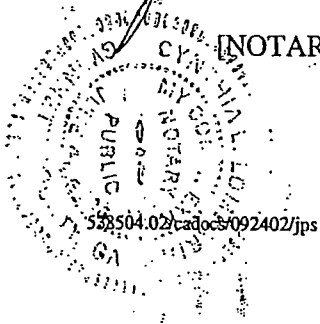
Signed, sealed, and delivered this 25TH day of SEPTEMBER, 2002, in the presence of:

Anthony J. Lombardi
WITNESS

Cynthia L. Lombardi
NOTARY PUBLIC

My Commission Expires:
June 4 2006

[NOTARY SEAL]



BK 29055PG0107

EXHIBIT "A"

Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 278, 279, 284 and 285 of the 7th District, Gwinnett County, Georgia, and being more particularly described on that certain Final Subdivision Plat for The River Club Phase 1 prepared by Rochester & Associates, Inc., under the seal of Frederick C. Youngman, R.L.S. No. 2160, recorded on September ~~23~~¹⁶, 2002, in Plat Book 95, Pages 135-143 in the office of the Clerk of Superior Court of Gwinnett County, Georgia, as follows:

Common Area 1;
Common Area 2;
Common Area 3;
Common Area 4;
Common Area 5;
Common Area 6;
Common Area 7;
Common Area 8;
Common Area 9;
Crescent River Crossing, a 50' Private Roadway;
Trinity Place, a 50' Private Roadway;
Blackfoot Trail, a 50' Private Roadway;
Flathead Pass, a 50' Private Roadway;
Whitestone Way, a 50' Private Roadway;
Lochsa Lane, a 50' Private Roadway;
Middle Fork Trail; a 50' Private Roadway;
Little Lost Landing, a 50' Private Roadway; and
Crescent River Pass, a 50' Private Roadway.

Such plat has the metes and bounds set forth therein.