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Richard T. Alexander, Jr., Clerk of Superior Court  
Gwinnett County, Georgia

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P.O. Box 1828  
Decatur, GA 30031-1828  
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Cross Reference: Deed Book 29055  
Page 108  
  
Deed Book 31578  
Page 201  
  
Deed Book 34835  
Page 263  
  
Deed Book 54506  
Page 676

STATE OF GEORGIA

COUNTY OF GWINNETT

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

THIS FOURTH AMENDMENT TO COMMUNITY CHARTER FOR THE RIVER CLUB COMMUNITY ASSOCIATION, INC. (herein the "Amendment") is made and entered into as of this 13<sup>th</sup> day of May, 2019 by River Club Investors, LLC, a Delaware limited liability company ("Founder")

**BACKGROUND STATEMENT**

**WHEREAS**, on September 25, 2002, Crescent River, LLC 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 172, and Second Amendment recorded December 22, 2003 in Deed Book 36453, Page 205, and Amendment to the Community Charter for the River Club recorded August 12, 2016 in Deed Book 54506, 639 of the Gwinnett County, Georgia land records (collectively, the "Charter"); and

**WHEREAS**, pursuant to that certain Assignment and Acceptance Agreement (The River Club) dated August 1, 2016, recorded on August 12, 2016, in Deed Book 54506, Page 611, et seq. in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, Crescent River, LLC assigned

its rights as "Founder" under the Charter to River Club Investors, LLC; and

**WHEREAS**, the Association is a mandatory membership owners association empowered to administer and enforce the Charter and to operate and maintain subdivision improvements and infrastructure for the benefit of the property subject to the Charter.

**WHEREAS**, Chapter 3, Section 3.2 of the Charter provides for the development of Private Amenities for use as a golf course and related facilities to be owned and operated by persons other than the Association; and

**WHEREAS**, Chapter 14 of the Charter provides the Private Amenities are not part of the Common Area of the Community and ownership of property in the Community does not give any person the right to use them; and

**WHEREAS**, Chapter 14, Section 14.6 of the Charter provides that "[i]t is the Founder's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of The River Club and the Private Amenities;" and

**WHEREAS**, Chapter 12, Section 12.1 of the Charter defines the Common Expenses as all of the expenses that the Association incurs in connection with the ownership, maintenance, and operation of the Area of Common Responsibility; and

**WHEREAS**, Chapter 2, Section 2.2 of the Charter provides the Association is the primary entity responsible for administering The River Club in accordance with the Governing Documents; and

**WHEREAS**, a Declaration of Recreational Covenant for The River Club ("Recreational Declaration") was filed on March 20, 2003 in Deed Book 31578, Page 201 of the Gwinnett County, Georgia land records executed by Crescent River, LLC ("Club Owner") and the River Country Club, LLC which established a mandatory Sports Membership in the River Country Club, LLC on each Unit made subject to the Recreational Declaration; and

**WHEREAS**, the Recreational Declaration was subsequently amended to submit additional property to its terms, those Amendments filed in Deed Book 34835, Page 263; Deed Book 36281, Page 109; Deed Book 36394, Page 82; and that Amendment which withdrew property from the terms of the Recreational Declaration filed in Deed Book 54506, Page 644 of the Gwinnett County, Georgia land records; and

**WHEREAS**, a Recreational Access and Amenity Easement and Cost-Sharing Agreement ("2016 Agreement") was filed on August 12, 2016 in Deed Book 54506, Page 676 of the Gwinnett County, Georgia land records executed by Crescent River, LLC, The River Club Community Association, Inc. and the River Club Country Club, LLC which, among other items, imposed a mandatory Sports Membership in The River Country Club, LLC ("Club Owner") on the property identified therein, obligates the Club Owner (as such term is defined therein) to maintain the Club Facilities (as such term is defined therein) at all times in a condition comparable to or better than the historical conditions at the Club (as such term is defined therein), and acknowledges that the Club Owner (as defined therein) was established to operate and maintain social and recreational facilities within The River Club for the benefit of the owners of Residential Property (as such term is defined therein) and such other persons to whom it may extend privileges; and

**WHEREAS**, under the Recreational Declaration and the 2016 Agreement, Sports Members are entitled to use the Club Facilities (as such term is defined in the Recreational Declaration and the 2016 Agreement, respectively); and

**WHEREAS**, Article IV, Section 4.1 of the 2016 Agreement obligates the Club Owner, its successors and assigns, to maintain the Club Facilities (as such term is defined in the 2016 Agreement) at all times in a condition comparable to or better than the historical conditions at the Club; and

**WHEREAS**, Article IV, Section 4.1 of the Recreational Declaration obligates the Club to maintain the Lakeside Family Sports Center in good condition and repair and in continuous operation subject to certain limitations, described therein; and

**WHEREAS**, Article VI, Section 6.2 of the 2016 Agreement authorizes any party to the Agreement to hold a meeting between executive-level representatives of the Parties to negotiate in good faith to resolve a dispute or claim at issue and Section 6.3 of the 2016 Agreement authorizes the Association to call for arbitration to enforce the Club Owner's maintenance obligations; and

**WHEREAS**, the Recreational Declaration and the 2016 Agreement submit virtually all of the Units to mandatory Sports Membership and the maintenance of the Club Facilities, specifically the non-golf portions of the facilities, is of interest to the Unit Owners; and

**WHEREAS**, the Founder and the Board of Directors believes it is in the best interest of the

members of the Association that the Board have the authority to act in accordance with Article VI of the 2016 Agreement to enforce the Club Owner's obligations with regard to the 2016 Agreement, specifically including enforcement of provisions related to maintenance of the Club Facilities; and

**WHEREAS**, Chapter 21, Section 21.2 (a) provides that until termination of the Founder Control Period, the Founder may unilaterally amend the Charter for any purpose; and

**WHEREAS**, the Founder Control Period has not terminated; and

**NOW, THEREFORE**, the Founder unilaterally amends the Charter:

1.

Chapter 2, Section 2.3 is amended by adding the following to the second paragraph:

"In addition, the Board may institute negotiation, mediation, and/or arbitration or other dispute resolution as provided in Article VI of the Recreational Access and Amenity Easement and Cost-Sharing Agreement was filed on August 12, 2016 in Deed Book 54506, Page 676 of the Gwinnett County, Georgia land records executed by Crescent River, LLC, The River Club Community Association, Inc. and the River Club Country Club, LLC, as amended by that certain Amendment to the Recreational Access and Amenity Easement and Cost-Sharing Agreement, dated May \_\_\_\_, 2019, to be filed in the real property records of the Gwinnett County, Georgia land records executed by River Club Investors, LLC, The River Club Community Association, Inc., The River Golf and Country Club, LLC (as amended from time to time, the "2016 Agreement") for any alleged breach of the 2016 Agreement including any dispute arising out of or related to the maintenance of the "Club Facilities" as required in Article IV of the 2016 Agreement and the cost shall be considered a Common Expense under Chapter 12, Section 12.1."

So, as amended, the second paragraph of Section 2.3 shall read as follows:

The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Area of Common Responsibility, as defined in Section 3.1, enforcement of the Governing Documents, or any other civil claim or action. In addition, the Board may institute negotiation, mediation, and/or arbitration or other dispute resolution as provided in Article VI, of the Recreational Access and Amenity Easement and Cost-Sharing Agreement was filed on August 12, 2016 in Deed Book 54506, Page 676 of the Gwinnett County, Georgia land records executed by Crescent River, LLC, The River Club Community Association, Inc. and the River Club Country Club, LLC, as amended by that certain

Amendment to the Recreational Access and Amenity Easement and Cost-Sharing Agreement, dated May \_\_\_\_, 2019, to be filed in the real property records of the Gwinnett County, Georgia land records executed by River Club Investors, LLC, The River Club Community Association, Inc., The River Golf and Country Club, LLC (as amended from time to time, the "2016 Agreement") for any alleged breach of the 2016 Agreement including any dispute arising out of or related to the maintenance of the "Club Facilities" as required in Article IV of the 2016 Agreement and the cost shall be considered a Common Expense under Chapter 12, Section 12.1. However, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Association or its members.

2.

Section 13.9 of the Charter is hereby amended by adding the following as Section 13.9(g) thereto:

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 and contractors a right and nonexclusive easement of access and use for pedestrian and golf cart access for golf-related and recreational purposes at the following designated locations:

- (a) across Crescent River Pass between the 15th green and the 16th tee of the golf course;
- (b) across Crescent River Pass between the 10th green and the 11th tee of the golf course;
- (c) over and along Middle Fork Trail between the 1st green and the 2nd tee of the golf course;
- (d) across Crescent River Pass between the Practice Area and the 13th fairway of the golf course;
- (e) along Whitestone Way and across Middle Fork Trail between the 7th green and the 8th tee of the golf course;
- (f) across Whitestone Way between the 4th green and 5th tee of the golf course; and
- (g) over and across Hutchins Ferry Road between the 4th green of the golf course and the golf course maintenance facility.

All golf cart crossings over portions of the Roadways permitted pursuant to this Section shall be made at locations between existing curb cuts. Under no circumstances shall Founder or the Association be subject to any liability arising from the operation of golf carts, and the owner of the Private Amenities shall indemnify and hold harmless the Founder and the Association from all liability arising in connection with the operation of golf carts. The owner of the Private Amenities shall take reasonable measures to inform all users and operators of golf carts of the risks arising from the use of such golf carts. The Founder reserves the right to revise the access rights provided herein as may be warranted in the event of a rerouting or reconfiguration of the golf course or in the event of any other modification to the location of the Private Amenities.

To the extent any provision of the Charter conflicts with this Amendment, the conflict shall be resolved in favor of the authority of the Board to act as provided in this Amendment and Section 19.3 of the Charter is not intended to be modified in its intended applications and is not in conflict with the provisions above. The capitalized terms used throughout this Amendment shall have the meanings given in the Charter, unless otherwise indicated.

**IN WITNESS WHEREOF**, the Founder has caused this instrument to be executed this 13<sup>th</sup> day of MAY, 2019.

**SIGNATURE ON FOLLOWING PAGE**

Sworn to and subscribed to before  
me this 13 day of  
May, 2019.

**FOUNDER:**  
**RIVER CLUB INVESTORS, LLC, a Delaware limited liability  
Company, as successor to Crescent River, LLC, a Georgia non-  
profit corporation**

Justin Napolitano  
Witness

Name: [Signature]

[Signature]  
Notary Public

Title: AUTHORIZED SIGNATORY

[NOTARY SEAL]



[CORPORATE SEAL]



COULTER  
& SIERRA  
LLC

June 25, 2019

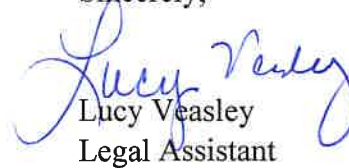
Michele Rotter-Doran  
The River Club Community Association, Inc.  
1300 Peachtree Industrial Blvd., Suite 3103  
Suwanee, GA 30024

RE: The River Club Owners, Inc.  
Fourth Amendment to Community Charter for The River Club

Michele,

Please find enclosed the original recorded Fourth Amendment to Community Charter for The River Club. Thank you!

Sincerely,

  
Lucy Veasley  
Legal Assistant

Enclosure

