

2014 DEC -8 PM 2:00

RICHARD ALEXANDER, CLERK

UPON RECORDING RETURN TO:

M. Larry Sprague
Attorney at Law
Fischer Development Company
3940 Olympic Blvd., Ste. 100
Erlanger, Kentucky 41018
(859) 344-5968

Cross Reference:

Book 52343, Page 466

**FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATION OF EASEMENTS
FOR
RIVENDALE CROSSING**

THIS FIRST AMENDMENT (hereinafter referred to as "First Amendment") is made this 21st day of November, 2014 by **FISCHER DEVELOPMENT CO. II, INC.**, a Kentucky corporation (hereinafter referred to as "Declarant") and **RIVENDALE CROSSING HOMEOWNERS ASSOCIATION, INC.**, a Georgia non-profit corporation (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Rivendale Crossing, which was recorded on July 3, 2013 at Book 52343, Page 466, Gwinnett County, Georgia land records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, the Association is the association formed to govern and manage the Common Property of Rivendale Crossing Subdivision ("Subdivision"), which Subdivision is more particularly described on the attached Exhibit "A" made a part hereof; and

WHEREAS, Declarant and Fischer Homes ATL, L.L.L.P., a Georgia limited liability limited partnership ("Builder"), which has signed a Consent and Acknowledgment attached to this First Amendment, own at least two-thirds (2/3) of all Lots in the Subdivision;

WHEREAS, pursuant to Section 14.2 of the Declaration, Declarant and the Association, with the consent of at least two-thirds (2/3) of Owners of the Lots, desire to amend the Declaration; and

WHEREAS, this First Amendment does not materially adversely affect the substantive rights of any Owners under the Declaration, or adversely affect the title to any Lot; and

NOW THEREFORE, the Declarant and Association with the consent of the Builder, hereby adopt this First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Rivendale Crossing, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1. Section 4.6, Working Capital Assessment, is deleted in its entirety and replaced with the following:

4.6 Working Capital Assessment. Upon the sale of each and every Lot after it has been improved with Dwelling Unit, a working capital contribution in an amount determined by the Board from time to time, shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association ("Working Capital Assessment"). The Working Capital Assessment shall constitute a Specific Assessment against the Lot, shall be in addition to, not in lieu of, the Base Assessment and shall not be considered an advance payment of such Base Assessment. The Working Capital Assessment may be used by the Association for any purpose which provides a direct benefit to the Subdivision, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Working Capital Assessment shall not apply to the holder of any first mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage, but shall not apply to the Owner acquiring title to the Lot from the foreclosing mortgage.

2. Section 6.2(m) is deleted in its entirety and replaced with the following:

(m) Fencing. No fences shall be erected or built on any part of any Lot between the rear of the Dwelling Unit and the street in front of such Dwelling Unit. Fences erected on said Lot from the rear of the Dwelling Unit and the back property line shall not be in excess of six (6) feet in height and shall be rustic rail, split rail, decorative PVC, ornamental iron, decorative wood, decorative metal or hedge, or other material approved by the Board. Non-reflective metal fences may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Barbed wire, chain link or similar fences shall be prohibited. On a corner lot, the section or sections running adjacent to the side street shall not extend closer to said side street at any point than the Dwelling Unit on said Lot. Notwithstanding anything to the contrary, any fence installed on a Lot must be approved pursuant to Section 5 hereof. Entrance designations, fences and any other Structure erected by Declarant, Builder and/or the Association are exempt from this Restriction.

3. Unless otherwise defined herein, the words used in this First Amendment shall have the same meaning as set forth in the Declaration.

4. Except as herein modified, the Declaration shall remain in full force and effect.

The balance of this page is intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the Declarant and Association have caused this First Amendment to be executed by its duly authorized officer under seal as of the day and year first above written.

DECLARANT:
FISCHER DEVELOPMENT CO. II, INC.
 a Kentucky corporation

By: [Signature]
 Todd E. Huss, President

Owner of Rivendale Crossing Subdivision Lots:
 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 19,
 20, 28, 30, 31, 35, 36, 37, 38, 39, 41, 42, 45, 48,
 49 & 56

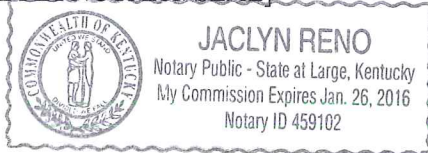
[AFFIX CORPORATE SEAL]



Signed, sealed, and delivered
 in the presence of:

[Signature]
 UNOFFICIAL WITNESS

[Signature]
 NOTARY PUBLIC
 My Commission Expires: 1/26/2016
 [AFFIX NOTARY SEAL]



ASSOCIATION:
**RIVENDALE CROSSING HOMEOWNERS
 ASSOCIATION, INC.,** a Georgia non-profit
 corporation

By: [Signature]
 Jason Schwartz, President

Signed, sealed, and delivered
 in the presence of:

[Signature]
 UNOFFICIAL WITNESS

[Signature]
 NOTARY PUBLIC
 My Commission Expires: 1/26/2016
 [AFFIX NOTARY SEAL]

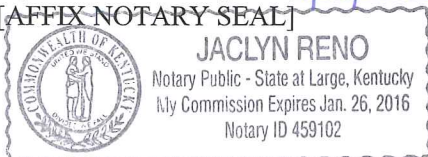


EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 304 OF THE 7TH DISTRICT OF GWINNETT COUNTY, GEORGIA. BEING THE PROPERTY TO BE KNOWN AS RIVENDALE CROSSING SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE LAND LOT CORNER COMMON TO LAND LOTS 304, 305, 323, AND 324, THENCE PROCEEDING South 30 degrees 37 minutes 21 seconds East for a distance of 299.48 feet TO A POINT, THENCE North 59 degrees 40 minutes 28 seconds East for a distance of 570.29 feet TO A POINT, THENCE North 60 degrees 18 minutes 06 seconds East for a distance of 51.99 feet TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE North 60 degrees 18 minutes 06 seconds East for a distance of 1067.87 feet TO A POINT,

THENCE South 29 degrees 36 minutes 13 seconds East for a distance of 922.41 feet TO A POINT,

THENCE South 60 degrees 02 minutes 17 seconds West for a distance of 270.53 feet TO A POINT,

THENCE South 87 degrees 57 minutes 19 seconds West for a distance of 779.55 feet TO A POINT,

THENCE South 32 degrees 00 minutes 02 seconds West for a distance of 446.88 feet TO A POINT,

THENCE along a curve to the left having a radius of 170.84 feet and an arc length of 22.89 feet, being subtended by a chord of North 10 degrees 16 minutes 37 seconds West for a distance of

22.87 feet TO A POINT,

THENCE along a curve to the left having a radius of 719.51 feet and an arc length of 105.55 feet, being subtended by a chord of North 18 degrees 19 minutes 03 seconds West for a distance of 105.45 feet TO A POINT,

THENCE North 22 degrees 31 minutes 12 seconds West for a distance of 138.80 feet TO A POINT,

THENCE South 70 degrees 11 minutes 53 seconds West for a distance of 7.01 feet TO A POINT,

THENCE North 17 degrees 05 minutes 02 seconds West for a distance of 46.80 feet TO A POINT,

THENCE along a curve to the right having a radius of 103.14 feet and an arc length of 62.28 feet, being subtended by a chord of North 00 degrees 55 minutes 16 seconds East for a distance of 61.34 feet TO A POINT,

THENCE North 18 degrees 13 minutes 12 seconds East for a distance of 85.21 feet TO A POINT,

THENCE along a curve to the left having a radius of 162.79 feet and an arc length of 73.66 feet, being subtended by a chord of North 05 degrees 15 minutes 28 seconds East for a distance of 73.03 feet TO A POINT,

THENCE along a curve to the left having a radius of 414.95 feet and an arc length of 76.23 feet, being subtended by a chord of North 12 degrees 57 minutes 58 seconds West for a distance of 76.12 feet TO A POINT,

THENCE North 18 degrees 48 minutes 37 seconds West for a distance of 60.04 feet TO A POINT,

THENCE along a curve to the right having a radius of 177.47

feet and an arc length of 43.21 feet, being subtended by a chord of North 11 degrees 50 minutes 04 seconds West for a distance of 43.10 feet TO A POINT,

THENCE North 04 degrees 51 minutes 36 seconds West for a distance of 133.93 feet TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 21.33 acres.

CONSENT AND ACKNOWLEDGMENT

The undersigned, Fischer Homes ATL, L.L.L.P., a Georgia limited liability limited partnership ("Builder"), as fee owner of Lots 2, 4, 16, 18, 25, 26, 27, 29, 32, 34, 40, 43, 44, and 55 of Rivendale Crossing Subdivision (the "Subject Lots") hereby consents to the execution and delivery of the foregoing First Amendment to the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Rivendale Crossing (the "First Amendment"), and to the filing thereof in the Gwinnett County, Georgia Land Records. As required under Section 14.2 of that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Rivendale Crossing recorded in Book 52343, Page 466 of the Gwinnett County, Georgia Land Records (the "Declaration"), before the First Amendment can become effective against each of the Lot Owners in Rivendale Crossing Subdivision, at least two-thirds (2/3) of the Owners of Lots located therein must consent to such First Amendment. The Builder signs this Consent and Acknowledgment to memorialize that it does agree to the terms of the First Amendment. Therefore, the Builder hereby agrees that the covenants, restrictions and conditions contained in the First Amendment shall run with the land and bind the Builder and each immediate and remote successor owner of the Subject Lots owned by the Builder and his/her/their respective legal heirs and assigns.

IN WITNESS WHEREOF, Fischer Homes ATL, L.L.L.P., a Georgia limited liability limited partnership, has caused the execution of this Consent and Acknowledgment as of this 21st day of November, 2014.

FISCHER HOMES ATL, L.L.L.P.

a Georgia limited liability limited partnership

By: Fischer Residential, LLC

a Georgia limited liability company

Its: General Partner

By: 

Greg Fischer, Executive Vice President

Signed, sealed, and delivered
in the presence of:


UNOFFICIAL WITNESS


NOTARY PUBLIC

My Commission Expires: 1/26/2016

[AFFIX NOTARY SEAL]

