

AMENDMENT TO BYLAWS OF NORTH RIVER CROSSING AMENITY OWNERS ASSOCIATION, INC.

THIS AMENDMENT is made this 21st day of December, 2025, by North River Crossing Amenity Owners Association, Inc., a Georgia nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, North River Crossing Amenity Owners Association, Inc. (the "Association") is a non-profit corporation incorporated and operating under the laws of the State of Georgia, in accordance with and subject to certain Bylaws adopted by the Association as of March 9, 1999, as amended on November 6, 2001 (the "Bylaws"); and

WHEREAS, the Association desires to amend the Bylaws to make certain revisions thereto;

WHEREAS, at least two-thirds (2/3) of the members present at a regular or special meeting of the Association have approved the amendments contained herein;

WHEREAS, attached hereto as Exhibit "A" and incorporated by reference herein is the sworn statement of the President of the Association which sworn statement states that the consent of at least two-thirds (2/3) of the members present at a regular or special meeting of the Association was lawfully obtained; and

NOW, THEREFORE, the Bylaws are hereby amended and restated as follows:

1.

Article IV, Section 1 of the Bylaws is hereby amended by deleting Article IV, Section 1 and replacing it as follows:

Section 1. Membership. Persons who are Lot owners in the NRC subdivision and adjacent subdivisions accessed exclusively through NRC are encouraged to join the Association.

Nonresidents may become Members by meeting the requirements established by these bylaws.

Membership is achieved through application therefor, signing and recording a Consent and Joinder to the Declaration of Covenants, Conditions, Restrictions and Easements for North River Crossing Amenity Owners Association, Inc., recorded in Deed Book 3049, Page 414 _____ of the real property records of the Clerk of

the Superior Court of Gwinnett County, Georgia (as amended from time to time), and the payment of initiation and/or Membership fees. Membership may not be transferred, sold or assigned, except as provided herein.

2.

Article IV, Section 2 of the Bylaws is hereby amended by deleting Article IV, Section 2 and replacing it as follows:

Section 2. Levels. There are two (2) levels of Membership. Responsibilities and privileges of Membership are dependent on the amount of annual dues paid:

(1) Fair Share - provides for participation in and support of all neighborhood programs, except the swimming pool, tennis courts and team sports. Fair Share Membership shall include access to or use of the common recreational areas, but not the swimming pool and tennis courts. This level of membership pays only the "Fair Share" portion of the assessments. Upon the conveyance of the lot associated with the Fair Share membership, the membership shall be converted to Full Swim and Tennis Membership and the new owner will pay Full ST dues.

–(2) Full Swim and Tennis Membership includes all of the rights and privileges of Fair Share Membership and full access to and use of the swimming pool and tennis courts. Full Swim and Tennis shall include participation in neighborhood sports programs and HOA reciprocal agreements; however further fees may apply. Hereafter referred to as "Full Swim and Tennis" or "Full ST."

3.

Article IV, Section 8 of the Bylaws is hereby amended by deleting Article IV, Section 8 in its entirety.

4.

Article V, Section 1 of the Bylaws is hereby amended by deleting Article V, Section 1 in its entirety and replacing it as follows:

Section 1. Annual Fees. The annual fees or dues for Membership will be established in the annual budget approved by the Members at the Winter meeting. Fair Share fees shall be due and payable by January 31 of each year. Full Swim and Tennis fees are payable in two installments, with the first half payable by January 31 of the year and

the second half payable by April 30 of each year. The membership year is from May 1 until April 30 of the following year.

5.

Article V, Section 2 of the Bylaws is hereby amended by deleting Article V, Section 2 in its entirety.

6.

Article XIV, Section (x) of the Bylaws is hereby amended by deleting Article XIV, Section (x) and replacing it as follows:

- (x) Swim and Tennis Member means a Lot Owner(s) who has elected permanent Membership in the Association. Also referred to in the document as Full ST Member.

IN WITNESS WHEREOF, the undersigned officers of the Association have executed this Amendment on the date and year first written above.

ASSOCIATION: NORTH RIVER CROSSING AMENITY OWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

By: *Danielle Leahy*
Its: President

Attest: *Kelley*
Its: Secretary

Signed, sealed, and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires:

COURTNEY LANE LUTZ
NOTARY PUBLIC
Gwinnett County, State of Georgia
My Commission Expires 7/11/2026



CERTIFICATION

The undersigned Board President and Secretary of the Association, by execution hereof, hereby certify that the within and foregoing Amendment to the Bylaws of North River Crossing Amenity Owners Association, Inc. were approved by the affirmative vote of two-thirds (2/3) of the members present at a Membership Meeting held on Dec. 7th, 2025, of which notice was provided to all members and at which a quorum was present, and are hereby adopted by the Association.

**NORTH RIVER CROSSING
AMENITY OWNERS ASSOCIATION, INC.**

By: *Danell Leaky*
Its: President

Attest: *Kelley C*
Its: Secretary