

Upon recording return to:  
Amy H. Bray  
Coulter & Sierra, LLC  
1770 Indian Trail Road., Suite 300  
Norcross, Georgia 30093  
2481.01

COUNTY OF GWINNETT  
STATE OF GEORGIA

**AMENDMENT TO DECLARATION OF COVENANTS< CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR NORTH RIVER CROSSING AMENITY OWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made on this 7 day of Dec, 2025 by **North River Crossing Amenity Owners Association, Inc.**, a Georgia nonprofit corporation and successor by merger to N. R. C. Homeowners Association, Inc. (the "Association").

WITNESSETH

WHEREAS, pursuant to those certain Articles of Incorporation for North River Crossing Amenity Owners Association, Inc. filed with the Georgia Secretary of State on May 28, 1985 (the "Articles") for the purpose of owning and maintaining the grounds and entertainment facilities located in North River Crossing subdivision, and protecting such asset, engaging in any lawful business or activities related thereto, engaging in any lawful act or activity for which corporations may be organized under the Georgia Nonprofit Corporation Code; and

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements of North River Crossing Amenity Owners Association, Inc. was recorded on May 20, 1985, in Deed Book 3049, Page 414, et seq. of the real property records of the Clerk of the Superior Court of Gwinnett County, Georgia, as amended by that certain Amendment to Declaration of Covenants, Conditions, Restrictions and Easements of North River Crossing Amenity Owners Association, Inc., as further amended by that certain Agreement of Merger of North River Crossing Homeowners Association with and into North River Crossing Amenity Owners Association, Inc. Inc. (as amended, the "Declaration");

WHEREAS, pursuant to Article VI, Section 4, the Declaration may be amended by a vote of 75% of the Members; provided that (1) any such amendment shall not be effective until recorded in the office of the Clerk of the Superior Court, Gwinnett County, Georgia, (2) any such amendment shall not adversely affect any rights or interests of Declarant under this Declaration or as the same may be amended by Declarant as provided herein, unless agreed to in writing by Declarant, and (3) any such amendment shall not have priority over any amendment may be Declarant, as long as there is a Class B membership;

WHEREAS, pursuant to Article I, Section 12 of the Declaration, a "Member" shall mean and refer to those record owners, of the fee simple title to any North River Crossing Lot who by proper application therefor and payment of initiation fee and Assessments join the Association;

WHEREAS, pursuant to the Declaration and the duly adopted Bylaws of the Association, every person or entity who is a record owner of any lot in North River Crossing subdivision (defined as the "Property" in the Declaration), Gwinnett County, Georgia, (an "Owner") is eligible for membership in the Association and the Association has two classes of membership "Fair Share Membership" and "Swim/Tennis Membership;" and

WHEREAS, the Association desires to establish the Full Swim and Tennis Membership as a perpetual membership category, through the use of consents from lot owners; and

WHEREAS, the Association desires to establish the Fair Share Membership to allow Owners to participate in membership at a reduced rate, and provides that upon conveyance of the lot the membership will convert to Full Swim and Tennis Membership; and

WHEREAS, the initial Consents from owners that consent to their Lot becoming subject to permanent "Full Swim and Tennis Membership" or "Fair Share Membership" are attached hereto and made a part hereof in Exhibit "A;"

WHEREAS, the "Declarant" rights reserved under the Declaration have long since expired and are of no further effect;

WHEREAS, at least 75% of the Members have approved this Amendment as certified by the attached certificates from the President and Secretary of the Association attached as Exhibit "B" hereto and made a part hereof,

NOW, THEREFORE, the Association declares that the Declaration shall be amended as follows:

1.

Article I, Section 12 of the Declaration is hereby modified by deleting the definition of "Member" as follows:

Section 12. "Member" shall mean and refer to those record owners, of the fee simple title to any North River Crossing Lot who by proper application therefor and payment of initiation fee and Assessments join the Association as either a Full Swim and Tennis Member or as a Fair Share Member, as such are further described in the Bylaws.

2.

Article III, Section 2 of the Declaration is hereby modified by appending the following new sub paragraph as follows:

(c) Qualifications for Member Use. Consenting owners of real property and a home within the North River Crossing subdivision are hereby granted Full Swim and Tennis Membership or Fair Share Membership member privileges in perpetuity, such rights to run with the title to the Members' real property within North River Crossing subdivision, in accordance with the terms of this Declaration and the Bylaws, except for the terms of Article IV, Section 8 of the Bylaws ("Termination of Membership") which shall no longer apply. Such consent shall be made by a consent recorded in the real property records of Gwinnett County, Georgia to such terms. Such permanent Full Swim and Tennis Memberships and grandfathered Fair Share Memberships will, once the consent is recorded, pass with title to the lot to successors in title, and upon conveyance of title the past owner shall no longer hold the rights and obligations of the Mandatory Member personally.

3.

Article IV, Section 4 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 4. Annual Membership Fees. Member fees and dues shall be as determined with the Bylaws; however, the annual dues may not be raised by more than 15% over the previous year (unless approved by at least two-thirds of the Full Swim and Tennis Membership). The Association shall have the right to file a lien against each Member's lot to secure payment of all delinquent assessments, dues, and fees (collectively, "Assessments"), as well as interest no greater than 5%, late charges (subject to the limitations of Georgia law but in no instance greater than \$10.00 or 10% of the then current outstanding balance due), costs of collection (including reasonable attorneys' fees, actually incurred), and any other charges authorized in the Bylaws. Such lien shall be perpetual upon the recordation of this Declaration in the public records of Gwinnett County, Georgia. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior; and (ii) the lien or charge of any first mortgage or security deed recorded in the public records which was made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure. The Association may bid for the lot at the foreclosure sale and thereafter hold, lease, mortgage, and convey the lot. While a Lot is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its

behalf; (ii) no Assessment shall be levied on it; and (iii) each other Lot shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving its lien. The sale or transfer of any Lot shall not affect the Association's lien or relieve such Lot from the lien securing any subsequent Assessments. However, the sale or transfer of any Lot pursuant to the foreclosure of a first mortgage shall extinguish the lien as to any installments of such Assessments due prior to the mortgagee's foreclosure. The subsequent owner of the foreclosed Lot who obtains title to a Lot pursuant to the foreclosure of a first Mortgage shall not be personally liable for Assessments due prior to such acquisition of title. Each owner, by consenting to permanent Member status, consents to these procedures and authorizes the Board to undertake such measures for the general benefit of the Association.

4.

Article IV of the Declaration is hereby modified by appending the following new Section 13 thereto as follows:

Section 13.        Initiation Fees. For Owners that join the Association after this Declaration has been recorded (meaning that Owners that have signed consents attached hereto are not subject to this Initiation Fee), initial "Initiation Fees" for Lot Owners seeking to submit their Lot to the Declaration and join the Association as a member shall be the amount of twice the then-current annual dues for the membership category being joined. This is a onetime payment to be made upon joining the Association and initially submitting the Owner's Lot and shall not be due upon conveyance of the Lot to successor Owners. This Initiation Fee shall be due upon the signing of a consent to the Declaration and may be collected as an assessment of the Association as provided above.

In connection with the transfer of a Lot that is subject to this Declaration, a payment shall be due to the Association in the amount of one hundred dollars (\$100.00). The Association shall be authorized to collect such amounts as an Assessment as provided for above.

5.

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

6.

This Amendment shall be effective only upon being recorded in the records of the Clerk of the Superior Court of Gwinnett County, Georgia.

7.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the officers of the Association have signed and sealed this Declaration the day and year first above written as the action of the Association.

ASSOCIATION: **North River Crossing Amenity Owners Association, Inc.**

Signed, sealed and delivered  
On the 7 day of Dec., 2025  
In the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

By: [Signature]  
Its: President

Attest: [Signature]  
Its: Secretary

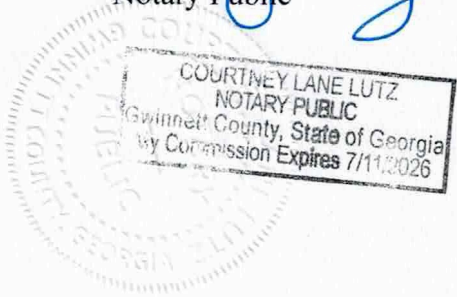


EXHIBIT "A"  
OWNER CONSENTS  
[INSERT SIGNED CONSENTS HERE]

EXHIBIT "B"

Sworn Statement of the President of  
North River Crossing Amenity Owners Association, Inc.

STATE OF GEORGIA  
COUNTY OF GWINNETT

Re: North River Crossing Amenity Owners Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the President of North River Crossing Amenity Owners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Declaration of Covenants, Conditions, Restrictions and Easements of North River Crossing Amenity Owners Association, Inc. was approved by at least 75% of the Members (as such term is defined by the Declaration).
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20.

This 7<sup>th</sup> day of Dec., 2025.

By: Danielle Leahy

Name: Danielle Leahy

Sworn to and Subscribed before me this  
7<sup>th</sup> day of December, 2025:

Courtney Lane Lutz  
NOTARY PUBLIC

My Commission Expires:

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

[AFFIX NOTARY SEAL]

EXHIBIT "B" CONTINUED

Sworn Statement of the Secretary of  
North River Crossing Amenity Owners Association, Inc.

STATE OF GEORGIA  
COUNTY OF GWINNETT

Re: North River Crossing Amenity Owners Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

2. Deponent is the Secretary of North River Crossing Amenity Owners Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein are of his or her own personal knowledge.
3. The foregoing Declaration of Covenants, Conditions, Restrictions and Easements of North River Crossing Amenity Owners Association, Inc. was approved by at least 75% of the Members (as such term is defined by the Declaration).
4. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20.

This 7th day of Dec., 2025.

By: Danielle Leahy

Name: Danielle Leahy

Sworn to and Subscribed before me this  
7th day of December, 2025:

Courtney Lane Lutz  
NOTARY PUBLIC

My Commission Expires:

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

[AFFIX NOTARY SEAL]