

BK31578PG0201

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

03 MAR 20 PM 12:20

TOM LAWLER, CLERK

Upon recording, please return to:
Jo Anne P. Stubblefield
Hyatt & Stubblefield, P.C.
1200 Peachtree Center South Tower
225 Peachtree Street, N.E.
Atlanta, Georgia 30303

STATE OF GEORGIA

COUNTY OF GWINNETT

DECLARATION OF RECREATIONAL COVENANT
FOR
THE RIVER CLUB

THIS DECLARATION OF RECREATIONAL COVENANT ("Covenant") is made this 13th day of March, 2003, by CRESCENT RIVER, LLC, a Georgia limited liability company, on behalf of itself, its successors-in-title, and assigns (the "Declarant") and by THE RIVER COUNTRY CLUB, LLC, a Georgia limited liability company, on behalf of itself, its successors-in-title, and assigns (the "Club").

BACKGROUND STATEMENT

Declarant is the developer of the planned community located in Gwinnett County, Georgia and known as The River Club. Declarant has executed and filed that Community Charter for The River Club recorded on October 4, 2002, in Deed Book 29055, Page 108, *et seq.*, in the Office of the Clerk of the Superior Court for Gwinnett County, Georgia (such Community Charter, as it may be amended or supplemented from time to time, is referred to in this Covenant as the "Charter"). The real property described on Exhibit "A" to this Covenant, as it may be amended (the "Residential Property") is a portion of the property submitted to the Charter.

Declarant is the owner of the real property described on Exhibit "B" to this Covenant (the "Club Property"), which it has developed or intends to develop with recreational and social facilities ("Club Facilities"), including a golf course, golf practice facilities, a clubhouse, and a "Lakeside Family Sports Center" comprised of pools, tennis courts, a tennis pro shop, fitness center, youth activities center, picnic area, playground, and fishing areas. Declarant intends to convey the Club Property to the Club to be operated as a golf and country club known as The River Club. Portions of the Club Property are adjacent to the Residential Property.

Declarant's plan for development of the Residential Property is based upon Declarant's desire to establish a residential community with a significant social and recreational component that draws together the owners of homes and homesites within the Residential Property ("Units") and creates a sense of belonging and inclusiveness within The River Club community. In

056444

furtherance of this goal, Declarant has organized The River Club Community Association, a Georgia nonprofit corporation (the "Association"), as a mandatory membership owners association to administer and enforce the Charter and to operate and maintain certain subdivision improvements and infrastructure for the benefit of the real property subject to the Charter, and has established the Club to administer this Covenant and to operate and maintain social and recreational facilities within The River Club for the benefit of the owners of the Residential Property and such other persons to whom it may extend privileges.

By this Covenant, Declarant and the Club desire to provide for issuance of a membership ("Sports Membership") for each Unit entitling the Authorized Users (as defined below) of the membership to use and enjoy the non-golf facilities in the clubhouse, the Lakeside Family Sports Center and such other facilities as the Club may permit in its sole discretion. Declarant and the Club also desire to establish the obligation of the Owner(s) (as defined below) of each Unit to pay a non-refundable initiation fee and such periodic dues for Sports Membership as the Club may establish from time to time in accordance with this Covenant.

Article I

Declaration of Intent and Binding Effect

Declarant, as the present owner of the Residential Property (or with the consent of any other owners, as evidenced by such owners' written consents attached hereto) and as the owner of the Club Property, hereby declares that all of the Residential Property and all of the Club Property shall be held, sold, and conveyed subject to the covenants, conditions, and easements contained herein, which shall run with the title to the Residential Property and the Club Property. This Covenant shall be binding upon all persons and entities now or hereafter having any right, title, or interest in any portion of the Residential Property or the Club Property, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of and be enforceable by the owners of each portion of the Residential Property and the Club Property, except as otherwise expressly provided or limited herein. Club acknowledges this Covenant and agrees to be bound by the terms hereof.

Article II

Membership

2.1. Initiation Fee; Issuance of Memberships.

(a) Except as provided below, not later than fifteen (15) days after conveyance of a Unit to any person other than a builder designated by the Declarant, the person(s) taking title (as identified in the deed of conveyance) (the "Owner" or "Owner(s)") shall:

(i) complete and return a membership agreement in such form as the Club shall require, identifying each Owner of the Unit, designating the Owner in whose name the Sports Membership shall be issued, and providing information regarding such Owner and other Authorized Users (as defined below) as the Club deems reasonably necessary to facilitate club operations; and

(ii) pay a non-refundable initiation fee to the Club in such amount as the Club may establish from time to time; provided, the maximum initiation fee charged for Sports Membership in 2003 shall not exceed Fifteen Thousand Dollars (\$15,000.00) and the maximum initiation fee for each subsequent calendar year shall not exceed *the greater of* Fifteen Thousand Dollars (\$15,000.00) or 105% of the highest initiation fee charged and paid by or on behalf of a Sports Member for Sports Membership during the last calendar year in which such an initiation fee was paid.

Upon receipt of the above, the Club shall cause a Sports Membership to be issued to the Owner designated pursuant to clause (i) above. Such Sports Membership shall constitute a license to use the non-golf facilities of the clubhouse and the Lakeside Family Sports Center subject to such guest, user and service fees and such rules, regulations, and operating policies as the Club may establish from time to time having general applicability to all classes of members entitled to use such facilities.

The Club shall issue only one Sports Membership per Unit pursuant to this Covenant. If more than one person holds title to the Unit and the co-Owners fail to designate one Owner in whose name the Membership is to be issued within fifteen (15) days after taking title to the Unit, the Club may issue the Sports Membership in the name of any co-Owner in its discretion and all co-Owners shall be jointly and severally responsible for the obligations of the Sports Membership.

(b) Change in Ownership. In the event of a change in ownership of the Unit resulting in the Owner in whose name the Sports Membership is issued (the "Member" or "Sports Member") ceasing to hold an ownership interest in the Unit, the Sports Membership shall automatically terminate as to the former Owner and the provisions of this Section shall apply as to the new Owner, except that:

(i) if the Unit was owned by more than one person, any co-Owner who acquired title to the Unit at the same time as the co-Owner whose ownership has terminated may be designated as the new Sports Member and no additional initiation fee shall be due;

(ii) no additional initiation fee shall be due upon transfer of the Sports Membership from one spouse to another; and

(iii) if an initiation fee was paid by or on behalf of the former Owner prior to any portion of the Club Facilities being available for use by Sports Members, then no additional initiation fee shall be due upon any transfer of title to the Unit occurring prior to the time that the non-golf facilities in the clubhouse and the Lakeside Family Sports Center are completed and available for use by Sports Members.

Except as set forth above, any change in ownership of a Unit resulting in any portion of the ownership interest coming to rest in the hands of a person or entity that did not hold an ownership interest on the date the Sports Membership was issued, or any change in more than

10% of the ownership interest in any legal entity holding title to a Unit, or any lesser percentage if the Club reasonably determines that such change in ownership was undertaken for the purpose of avoiding the payment of an initiation fee hereunder, shall constitute a change in ownership requiring payment of another initiation fee pursuant to subsection (a) above.

Each Owner transferring his or her ownership interest in a Unit shall be responsible for informing the subsequent Owner in writing of this obligation prior to entering into a contract for the sale of the Unit or otherwise transferring any interest in the Unit.

2.2. Exercise of Membership Privileges.

The "Authorized Users" of a Sports Membership issued pursuant to this Covenant shall be as follows:

(a) in the case of an individual Member, the named Member and, if married, his or her spouse, or if unmarried, a "Significant Other" as defined below, and in either case the unmarried children of the Member aged 24 and under who are living with the Member, attending school on a full-time basis, or serving in the United States Armed Services;

(b) in the case of a Member which is a legal entity, one individual whom the Member designates in writing to the Club ("Entity Member") and, if married, his or her spouse or, if unmarried, his or her Significant Other, as defined below, and in either case the unmarried children of the Entity Member aged 24 and under who are living with the Entity Member, attending school on a full-time basis, or serving in the United States Armed Services;

A "Significant Other" is an individual who resides with an unmarried Member or unmarried Entity Member who the Member or Entity Member has designated as a "Significant Other" in a written agreement with the Club. Such designation may be changed no more than once in any calendar year upon payment of such change fees as the Club may establish, not to exceed the amount charged any other classification of Members for the privilege of making such a change.

All privileges of Sports Membership shall be limited to operating hours and subject to such policies and rules, including such disciplinary procedures and sanctions, as the Club may establish and modify from time to time.

Nothing herein shall obligate Club to offer or maintain food and beverage service nor shall anything herein dictate the level of service or hours of operation of any food and beverage service provided.

2.3. Term of Memberships; Covenant to Maintain. The Owner(s) of each Unit shall take the steps required under Section 2.1 to acquire the Sports Membership for their Unit and shall maintain such Sports Membership in good standing as long as they hold title to the Unit; provided, if the Club offers and the Owner accepts the opportunity to upgrade the Sports Membership to another category of membership with greater use privileges, this requirement

shall be deemed satisfied so long as the Owner holds any category of membership in the Club with greater use privileges than Sports Membership. In such case, the Owner may resign the upgraded category of membership on such terms and in accordance with such membership policies as the Club may establish, but the Owner must continue to hold at least a Sports Membership in the Club as long as the Owner holds title to a Unit. A former Member shall remain obligated for all charges incurred on account of such membership prior to such termination.

2.4. No Ownership Interest. No Owner, by virtue of ownership of a Unit or by virtue of holding a Sports Membership in the Club, acquires any ownership interest, beneficial interest, or other vested interest whatsoever in the Club or the Club Property, but only the privilege of using and enjoying the non-golf facilities of the clubhouse and the Lakeside Family Sports Center in accordance with this Covenant and the Club's membership policies and rules, which are subject to change from time to time.

Article III Obligation to Pay Membership Fees

3.1. Covenant to Pay. Each Owner, by accepting title to a Unit, covenants and agrees to pay to the Club the non-refundable initiation fee described in Section 2.1(a), fees associated with any upgrade from Sports Membership to another category of membership offered by the Club, periodic dues, and any food and beverage minimum established by the Club from time to time (not to exceed the amount of any food and beverage minimum paid by Club members with golf privileges), as well as user fees, and other charges incurred by the Owner or other Authorized Users of the Sports Membership or any membership to which the Owner's Sports Membership is upgraded, if applicable, all in such amount as the Club shall specify from time to time, subject to the terms of this Covenant (collectively, "**Membership Fees**").

The Club shall establish the amount of periodic dues at such time as all or any portion of the Club Facilities are available for use by Sports Members, subject to increase thereafter as additional facilities are completed and made available for use. Upon completion of the Lakeside Family Sports Center and the clubhouse, the Club shall set the amount of periodic dues for the next full membership year (the "**Base Year**"). Each membership year after the Base Year, the periodic dues for Sports Memberships shall not exceed 120% of the dues charged for the immediately preceding membership year, unless approved by members holding a majority of the outstanding Sports Memberships.

Any usage fees charged to Sports Members shall not exceed the amount charged to other classes of members with comparable use privileges.

The obligation to pay dues shall commence no earlier than the first day of the first month following the date on which all or any portion of the facilities comprising the clubhouse or the Lakeside Family Sports Center are available for use by Sports Members.

3.2. Payment. All Membership Fees, together with interest (computed from its due date at a maximum rate of 18% per annum or such higher rate as the Club may establish, subject to the limitations of Georgia law), late charges, costs, and reasonable attorneys' fees, shall be the personal obligation of the Owner(s) of the Unit and shall constitute an assessment against the Unit. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable with the grantor for any Membership Fees due at the time of conveyance.

The Club's failure to establish Membership Fees or to notify Owners of the Membership Fees shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Membership Fees.

3.3. Lien for Membership Fees. Subject to any limitations imposed by Georgia law, the Membership Fees shall also constitute a lien on the Unit against which they are levied from the time such Membership Fees become due until paid. The lien shall also secure payment of interest (subject to the limitations of Georgia law), late charges, and costs of collection (including attorneys' fees, lien fees, and administrative costs). Such lien shall be superior to all other liens, except any lien of the Association and the lien or charge of any recorded deed to secure debt or similar security instrument having first priority over all other such instruments ("First Mortgage") made in good faith and for value, and those deemed by Georgia law to be superior. The Club may enforce such lien, when any Membership Fee is delinquent, by suit, judgment, and foreclosure in the same manner as the lien of any First Mortgage (including nonjudicial foreclosure, to the extent permitted by Georgia law).

The Club may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. The Club may sue for unpaid Membership Fees and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the above-described lien or relieve such Unit from the lien for any subsequent Membership Fees, except that the sale or transfer of any Unit pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any Membership Fees due prior to the foreclosure.

3.4. Declarant's Units Excluded. The granting of a Sports Membership and the obligation for Membership Fees pursuant to this Covenant shall not apply to any Unit owned by Declarant, while so owned.

3.5. Independent Covenant. The obligation to pay the amounts provided for herein shall be mandatory and shall be a separate and independent covenant on the part of the Owner(s) of each Unit. No Owner may exempt himself or herself from liability for Membership Fees by non-use of the Club Facilities, abandonment of his Unit, or any other means. No diminution or abatement of Membership Fees or set-off shall be claimed or allowed for any alleged failure of the Club to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

3.6. Suspension of Obligations. Notwithstanding the above, the obligations of Owners hereunder shall be suspended during any period in which the Club fails to make swimming, tennis and fitness facilities available for use by Sports Members in accordance with Section 4.1 of this Covenant; provided, no such suspension shall take effect until all of the facilities in any such category have been unavailable or unoperational for a period of 30 consecutive days or for 30 days out of any 60-day period, exclusive of temporary or seasonal closings permitted under Section 4.1. Upon reopening of the facilities thereafter, any initiation fees payable for transfers of title taking place during the period of suspension shall be immediately due and payable.

Article IV
Obligations of Club

4.1. Maintenance and Operation. The Club shall maintain the Lakeside Family Sports Center in good condition and repair and in continuous operation, subject to such reasonable operating hours and seasonal closings as the Club may reasonably establish and subject to the right of the Club to temporarily close the facilities to host tournaments, private functions, and other special events, or as may be reasonably necessary to perform maintenance or repairs.

4.2. Insurance. The Club shall obtain and maintain continuously in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements comprising the Lakeside Family Sports Center. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The limits of such property insurance shall be sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes; and

(b) Commercial general liability insurance on the Lakeside Family Sports Center, insuring the Club and its Members for damage or injury caused by the negligence of the Club or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies.

Article V
General

5.1. Notice. Any notice provided for in this Covenant shall be served personally or shall be mailed by registered or certified mail to the addresses specified below unless the Club or Owner of a Unit has specified, by written notice in accordance with this Section, a different address for delivery of notices, in which case the notice shall be addressed to such different address:

(a) if to the Club:

The River Club
681 Trinity Place
Suwanee, GA 30024

(b) if to the Owner of a Unit, at the address of the Unit.

All such notices shall, for all purposes, be deemed delivered and received (a) upon personal delivery to the addressee, or (b) on the third day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

5.2. Amendment. So long as Declarant owns any portion of the property subject to the Charter, or has an option unilaterally to submit additional property to the Charter in accordance with its terms, Declarant may unilaterally amend this Covenant to withdraw from its coverage property described on Exhibits "A" or "B", to substitute a different parcel or parcels of property for that previously described on Exhibit "B", or to include additional property on Exhibits "A" or "B;" provided, if the Declarant is not the owner of the property withdrawn, substituted or added, the consent of the owner shall be required. Otherwise, this Covenant may be amended only by an instrument signed by the Club and by Owners of a majority of the Units and by Declarant, so long as Declarant has any rights under this Article, and recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

Amendments to this Covenant shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted.

5.3. Duration; Termination. This Covenant may be terminated only by an instrument signed by the Club and by Owners of a majority of the Units and by Declarant, so long as Declarant has any rights under this Article, and recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia. Unless terminated as provided herein, this Covenant shall continue in effect for a minimum of 21 years from the date it is recorded and thereafter shall be extended automatically for successive 20-year periods. If any provision of this Covenant is judicially determined to be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

5.4. Transfer of Club Facilities. The transfer of the Club Property shall not affect the continued validity or enforceability of this Covenant, unless terminated in accordance with Section 5.3.

5.5. Construction; Severability. This Covenant shall be governed by and construed under Georgia law. Invalidation of any provision of this Covenant, in whole or in part, by judgment or court order shall not affect other provisions.

5.6. Waiver. No failure of Declarant, the Club, or the Owner of any Unit to exercise any right or power under this Covenant or to insist upon strict compliance with this Covenant and no custom or practice at variance with the terms of this Covenant shall constitute a waiver of the right thereafter to demand exact compliance with the terms of this Covenant.

5.7. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

[continued on next page]

IN WITNESS WHEREOF, the Declarant and the Club have executed this Covenant as of the date first above written.

DECLARANT: CRESCENT RIVER, LLC, a Georgia limited liability company

BY: Crescent Resources, LLC, its sole member

Signed, sealed, and delivered this 13th day of March, 2003, in the presence of:

By: [Signature]
Name: Edward J. Weinlein
Title: Vice President

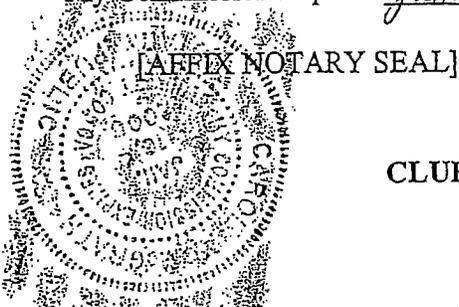
[Signature]
WITNESS

Attest: [Signature]
Name: Nancy S. Hall
Title: _____

[Signature]
NOTARY PUBLIC

My Commission Expires: Jan. 16, 2005

[SEAL]



[AFFIX NOTARY SEAL]

CLUB: THE RIVER COUNTRY CLUB, LLC, a Georgia limited liability company

BY: Crescent Resources, LLC, its sole member

Signed, sealed, and delivered this 13th day of March, 2003, in the presence of:

By: [Signature]
Name: Susan G. Deshon
Title: Assistant Secretary

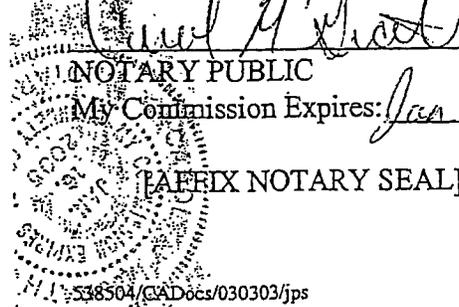
[Signature]
WITNESS

Attest: [Signature]
Name: Roy E. Parrish
Title: Vice President

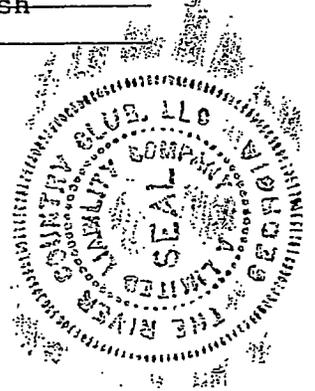
[Signature]
NOTARY PUBLIC

My Commission Expires: Jan. 16, 2005

[SEAL]



[AFFIX NOTARY SEAL]



BK31578PG0211

EXHIBIT "A"

Residential Property

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 October 7, 2002, in Plat Book 95, Page 135, et seq., in the office of the Clerk of Superior Court of Gwinnett County, Georgia;

LESS AND EXCEPT the following lots as described on such Final Subdivision Plat:

Lots 9, 10, 14-17, 22-48, 107-112, 133-135, 139-146, 150-152, 267-284, 359, 360, 362, and 365-371.

BK 31578 PG 0212

EXHIBIT "B"

Club Property

THOSE SIX (6) TRACTS OR PARCELS OF LAND lying and being in Land Lots 278, 279, 283, 284, 285, 314, of the 7th District, Gwinnett County, Georgia, and being more particularly described as follows:

[SEE ATTACHED]

EXHIBIT "B"

Club Property

(continued)

LEGAL DESCRIPTION: THE GOLF COURSE @ THE RIVER CLUB
THE MAINTENANCE FACILITY

All that tract or parcel of land lying and being in Land Lot 278, the 7th District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a ½" rebar found at the eastern most corner and the right-of-way of Moore Road (80' right-of-way) as shown on that certain Final Subdivision Plat for The River Club, Phase I and recorded in Plat Book 95, Pages 135 – 143; thence along the right-of-way of said Moore Road 284.27 feet along the arc of a curve to the left having a chord bearing and distance of South 24°28'29" West 283.78 feet and a radius of 1398.59 feet to the TRUE POINT OF BEGINNING; thence continuing along right-of-way of said Moore Road 49.00 feet along the arc of a curve to the left having a chord bearing and distance of South 17°38'54" West 49.00 feet and a radius of 1398.59; thence North 72°42'23" West a distance of 17.40 feet to a point; thence North 73°31'33" West a distance of 82.40 feet to a point; thence North 73°21'19" West a distance of 0.53 feet to a point; thence South 15°54'03" West a distance of 206.73 feet to a point; thence North 73°53'12" West a distance of 215.00 feet to a point; thence North 15°54'03" East a distance of 208.97 feet to a point; thence North 73°20'41" West a distance of 43.58 feet to a point; thence North 72°57'23" West a distance of 54.53 feet to a point; thence North 76°00'46" West a distance of 25.66 feet to a point; thence North 79°44'28" West a distance of 25.85 feet to a point; thence North 81°24'35" West a distance of 32.58 feet to a point; thence North 81°54'34" West a distance of 42.01 feet to a point; thence North 78°22'44" West a distance of 30.93 feet to a point; thence North 73°44'10" West a distance of 28.84 feet to a point; thence North 70°48'51" West a distance of 23.20 feet to a point; thence North 69°37'29" West a distance of 35.89 feet to a point; thence North 69°38'32" West a distance of 52.91 feet to a point; thence North 62°10'14" West a distance of 41.12 feet to a point; thence North 57°12'48" West a distance of 38.34 feet to a point; thence North 57°14'40" West a distance of 51.29 feet to a point; thence North 57°17'53" West a distance of 61.73 feet to a point; thence North 64°54'52" West a distance of 39.48 feet to a point; thence North 81°11'34" West a distance of 34.54 feet to a point; thence South 86°27'22" West a distance of 17.43 feet to a point; thence 18.65 feet along the arc of a curve to the left having a chord bearing and distance of South 80°14'47" West 18.63 feet and a radius of 125.00 feet to a point; thence South 75°58'22" West a distance of 13.37 feet to a point; thence 126.79 feet along the arc of a curve to the left having a chord bearing and distance of South 59°49'44" West 125.12 feet and a radius of 225.00 feet to a point; thence 23.65 feet along the arc of a curve to the left having a chord bearing and distance of South 31°35'17" East 17.41 feet and a radius of 9.00 feet to a point on the northern right-of-way of Crescent River Crossing (right-of-way varies); thence along right-of-way of said Crescent River Crossing 222.85 feet along the arc of a curve to the left having a chord bearing and distance of South 55°09'20" West 219.21 feet and a radius of 355.00 feet to a point; thence leaving right-of-way of said Crescent River Crossing North 37°10'20" East, 189.28 feet to a point; thence 186.23 feet along the arc of a curve to the left having a chord bearing and distance of North 56°34'21" East 182.69 feet and a radius of 275.00 feet to a point; thence North 75°58'22" East a distance of 13.37 feet to a point; thence 26.11 feet along the arc of a curve to the right having chord bearing and distance of North 80°14'47" East 26.08 feet and a radius of 175.00 feet to a point; thence North 88°14'14" East a distance of 23.04 feet to a point; thence North 83°36'25" East a distance of 0.18 feet to a point; thence South 81°11'34" East a distance of 48.08 feet to a point; thence South 64°54'52" East a distance of 49.75 feet to a point; thence South 57°17'53" East a distance of 65.01 feet to a point; thence South 57°14'40" East a distance of 51.33 feet to a point; thence South 57°12'48" East a distance of 36.23 feet to a point; thence South 62°10'14" East a distance of 35.80 feet to a point; thence South 69°38'32" East a distance of 49.72 feet to a point; thence South 69°37'29" East a distance of 35.39 feet to a point; thence South 70°48'51" East a distance of 21.44 feet to a point; thence South 73°44'10" East a

BK 31578 PG 0214

EXHIBIT "B"

Club Property

(continued)

distance of 25.61 feet to a point; thence South 78°22'44" East a distance of 27.43 feet to a point; thence South 81°54'34" East a distance of 40.71 feet to a point; thence South 81°24'35" East a distance of 3.51 feet to a point; thence South 79°44'28" East a distance of 28.16 feet to a point; thence South 76°00'46" East a distance of 28.56 feet to a point; thence South 72°57'23" East a distance of 55.68 feet to a point; thence South 73°20'41" East a distance of 56.15 feet to a point; thence South 73°17'22" East a distance of 63.04 feet to a point; thence South 73°12'07" East a distance of 65.72 feet to a point; thence South 73°21'19" East a distance of 73.97 feet to a point; thence South 73°31'33" East a distance of 82.68 feet to a point; thence South 72°42'23" East a distance of 18.05 feet to THE TRUE POINT OF BEGINNING.

Said tract contains 2.473 acres.

TOGETHER WITH:

EXHIBIT "B"

Club Property

(continued)

LEGAL DESCRIPTION: THE GOLF COURSE @ THE RIVER CLUB
HOLES 1, 9, 10, 16, 17 & 18

All that tract or parcel of land lying and being in Land Lots 283, 284 and 314 and 7th District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a 2" open top pipe found at the Southeast corner of Land Lot 283, aforesaid district and county; thence North 70°25'17" West a distance of 2605.26 feet to the TRUE POINT OF BEGINNING; thence North 16°14'24" East a distance of 71.67 feet to a point on the northern right-of-way of Crescent River Pass (50' right-of-way); thence leaving the right-of-way of said Crescent River Pass North 12°22'15" East a distance of 814.87 feet to a point; thence North 24°23'44" East a distance of 572.97 feet to a point; thence North 40°29'41" West a distance of 59.24 feet to a point; thence North 29°27'17" West a distance of 136.52 feet to a point; thence South 59°22'08" West a distance of 27.27 feet to a point on the right-of-way of said Crescent River Pass; thence along the right-of-way of said Crescent River Pass 34.63 feet along the arc of a curve to the left having a chord bearing and distance of North 50°28'32" West 33.95 feet and a radius of 50.00 feet to a point; thence leaving the right-of-way of said Crescent River Pass North 19°40'50" East a distance of 35.23 feet to a point; thence North 36°30'58" West a distance of 98.80 feet to a point; thence North 68°35'15" East a distance of 38.26 feet to a point; thence North 41°31'24" East a distance of 22.26 feet to a point; thence North 10°18'20" East a distance of 59.55 feet to a point; thence North 09°56'12" East a distance of 63.67 feet to a point; thence North 11°37'28" East a distance of 46.11 feet to a point; thence North 77°18'55" West a distance of 56.69 feet to a point; thence North 74°26'11" West a distance of 25.00 feet to a point; thence North 15°33'49" East a distance of 58.33 feet to a point; thence North 18°22'25" East a distance of 70.64 feet to a point; thence North 27°29'14" East a distance of 82.49 feet to a point; thence North 26°50'12" East a distance of 78.01 feet to a point; thence North 36°45'11" East a distance of 74.55 feet to a point; thence North 27°01'57" East a distance of 42.87 feet to a point; thence South 62°58'03" East a distance of 122.82 feet to a point; thence South 47°53'24" East a distance of 68.18 feet to a point; thence South 39°14'08" East a distance of 65.08 feet to a point; thence South 40°27'10" East a distance of 66.90 feet to a point; thence South 51°16'54" East a distance of 45.66 feet to a point; thence South 74°19'42" East a distance of 62.48 feet to a point; thence South 81°11'14" East a distance of 65.40 feet to a point; thence South 83°30'30" East a distance of 74.45 feet to a point; thence South 84°52'39" East a distance of 74.40 feet to a point; thence South 85°40'31" East a distance of 77.25 feet to a point; thence South 79°48'40" East a distance of 59.46 feet to a point; thence South 10°05'21" West a distance of 54.19 feet to a point; thence South 11°29'33" East a distance of 9.66 feet to a point; thence South 87°15'33" East a distance of 233.51 feet to a point; thence South 87°14'12" East a distance of 115.76 feet to a point; thence North 77°41'47" East a distance of 69.14 feet to a point; thence North 86°49'31" East a distance of 64.52 feet to a point; thence North 14°14'47" East a distance of 93.68 feet to a point; thence South 77°26'32" East a distance of 352.09 feet to a point on the western right-of-way of Crescent River Pass (right-of-way varies); thence along right-of-way of said Crescent River Pass the following courses and distances; 83.09 feet along the arc of a curve to the left having a chord bearing and distance of South 19°10'51" East 78.91 feet and a radius of 75.00 feet to a point; thence 21.68 feet along the arc of a curve to the right having a chord bearing and distance of South 19°51'53" East 20.63 feet and a radius of 20.00 feet to a point; thence South 11°11'24" West a distance of 30.87 feet to a point; thence South 78°48'36" East a distance of 50.00 feet to a point; thence North 11°11'24" East a distance of 31.47 feet to a point; thence 21.41 feet along the arc of a curve to the right having a chord bearing and distance of North 41°51'40" East 20.40 feet and a radius of 20.00 feet to a point; thence 146.33 feet along the arc of a curve to the left having a chord bearing and distance of North 16°38'10" East 124.20 feet and a radius of 75.00 feet to a point; thence 10.39 feet along the arc of a curve to the right having a chord

EXHIBIT "B"
Club Property

(continued)

bearing and distance North 06°11'52" West 9.82 feet and a radius of 9.00 feet to a point; . thence North 26°51'51" East a distance of 18.79 feet to a point; thence 67.24 feet along the arc of a curve to the left having a chord bearing and distance of North 17°28'04" East 66.94 feet and a radius of 205.00 feet to a point; thence South 85°19'46" East a distance of 150.44 feet to a point; thence leaving right-of-way of said Crescent River Pass North 36°27'37" East a distance of 67.30 feet to a point; thence North 19°37'29" East a distance of 35.29 feet to a point; thence North 46°44'19" East a distance of 380.00 feet to a point; thence North 41°46'48" East a distance of 102.76 feet to a point; thence North 37°53'02" East a distance of 104.57 feet to a point on the Western right-of-way of said Crescent River Pass; thence along the right-of-way of said Crescent River Pass the following courses and distances; South 52°06'58" East a distance of 98.92 feet to a point; thence 344.59 feet along the arc of a curve to the right having a chord bearing and distance of South 16°13'10" East 322.48 feet and a radius of 275.00 feet to a point; thence South 19°40'39" West a distance of 172.52 feet to a point; thence 63.13 feet along the arc of a curve to the right having a chord bearing and distance of South 26°15'14" West 62.99 feet and a radius of 275.00 feet to a point; thence South 32°49'50" West a distance of 149.96 feet to a point; thence 62.35 feet along the arc of a curve to the right having a chord bearing and distance of South 39°19'33" West 62.22 feet and a radius of 275.00 feet to a point; thence South 45°49'17" West a distance of 133.06 feet to a point; thence 246.44 feet along the arc of a curve to the left having a chord bearing and distance of South 23°24'30" West 240.21 feet and a radius of 315.00 feet to a point; thence leaving right-of-way of said Crescent River Pass North 89°00'17" West a distance of 70.09 feet to a point; thence South 83°43'54" West a distance of 113.45 feet to a point; thence South 02°08'13" East a distance of 80.30 feet to a point; thence South 42°50'05" West a distance of 323.66 feet to a point; thence South 00°00'00" West a distance of 29.87 feet to a point; thence North 69°28'12" West a distance of 28.76 feet to a point; thence North 80°11'46" West a distance of 100.10 feet to a point; thence North 80°28'48" West, 76.97 feet to a point; thence North 84°03'17" West a distance of 110.21 feet to a point; thence South 77°14'18" West a distance of 158.03 feet to a point; thence South 39°40'48" West a distance of 35.54 feet to a point; thence South 31°53'36" East a distance of 102.97 feet to a point; thence South 35°01'09" East a distance of 130.28 feet to a point; thence South 35°50'09" East a distance of 124.23 feet to a point; thence South 37°52'11" East a distance of 99.60 feet to a point; thence South 41°06'14" East a distance of 92.42 feet to a point; thence South 52°43'33" East a distance of 72.64 feet to a point; thence South 52°36'09" West a distance of 42.03 feet to a point; thence South 12°52'48" West a distance of 63.27 feet to a point; thence South 27°52'41" West a distance of 232.25 feet to a point; thence South 47°11'57" West a distance of 97.01 feet to a point; thence South 11°21'16" East a distance of 180.00 feet to a point on the northern right-of-way of said Crescent River Pass; thence along right-of-way of said Crescent River Pass the following courses and distances; 62.99 feet along the arc of a curve to the right having a chord bearing and distance of South 85°12'28" West 62.86 feet and a radius of 275.00 feet to a point; thence North 88°13'47" West a distance of 295.40 feet to a point; thence leaving right-of-way of said Crescent River Pass North 00°47'38" West a distance of 78.22 feet to a point; thence North 28°58'20" West a distance of 65.41 feet to a point; thence North 31°39'36" West a distance of 58.53 feet to a point; thence North 28°05'08" East a distance of 48.69 feet to a point; thence North 03°14'00" East a distance of 60.15 feet to a point; thence North 08°39'46" West a distance of 62.93 feet to a point; thence North 06°20'20" West a distance of 48.30 feet to a point; thence North 69°02'56" West a distance of 51.46 feet to a point; thence North 69°45'54" West a distance of 88.45 feet to a point; thence South 50°59'43" West a distance of 37.36 feet to a point; thence South 58°18'47" West a distance of 47.92 feet to a point; thence South 83°54'13" West a distance of 44.91 feet to a point; thence South 15°24'18" West a distance of 27.47 feet to a point; thence South 60°32'40" West a distance of 31.12 feet to a point; thence South 62°10'35" West a distance of 31.98 feet to a point; thence South 39°49'53" West a distance of 30.45 feet to a point; thence South 06°41'18" West a distance of 167.70 feet to a point; thence South 48°51'50" East a distance of 128.63 feet to a point; thence North 44°07'36" East a distance

EXHIBIT "B" BK31578PG0217
Club Property

(continued)

of 73.14 feet to a point; thence North 14°16'40" West a distance of 73.71 feet to a point; thence North 55°51'44" East a distance of 93.76 feet to a point; thence South 49°40'54" East a distance of 51.21 feet to a point; thence South 14°06'17" East a distance of 73.54 feet to a point; thence South 07°29'46" East a distance of 99.99 feet to a point; thence South 08°37'24" East a distance of 32.46 feet to a point on the northern right-of-way of said Crescent River Pass; thence along right-of-way of said Crescent River Pass the following courses and distances; North 88°13'47" West a distance of 43.76 feet to a point; thence 265.96 feet along the arc of a curve to the left having a chord bearing and distance of South 73°50'33" West 261.64 feet and a radius of 425.00 feet to a point; thence South 55°54'54" West a distance of 175.87 feet to a point; thence 131.00 feet along the arc of a curve to the right having a chord bearing and distance of South 83°42'50" West 125.92 feet and a radius of 135.00 feet to a point; thence North 68°29'15" West a distance of 130.18 feet to a point; thence leaving right-of-way of said Crescent River Pass North 21°30'45" East a distance of 844.20 feet to a point; thence North 25°50'19" East a distance of 392.75 feet to a point; thence North 39°44'29" West a distance of 183.31 feet to a point; thence North 74°08'27" West a distance of 112.40 feet to a point; thence North 83°35'00" West a distance of 184.17 feet to a point; thence South 30°12'38" West a distance of 262.09 feet to a point; thence South 24°36'09" West a distance of 283.55 feet to a point; thence South 15°31'15" West a distance of 210.47 feet to a point; thence South 27°33'36" West a distance of 410.29 feet to a point; thence South 13°33'40" West a distance of 153.84 feet to a point; thence South 00°00'00" West a distance of 74.24 feet to a point; thence North 90°00'00" West a distance of 87.22 feet to a point; thence 69.44 feet along the arc of a curve to the right having a chord bearing and distance of North 81°52'48" West 69.21 feet and a radius of 245.00 feet to THE TRUE POINT OF BEGINNING.

Said tract contains 73.005 acres.

Less and except a mitigation area and more particularly described as follows:

BEGINNING at a 2" open top pipe found at the Southeast corner of Land Lots 283 & 314, aforesaid district and county; thence North 35°18'01" West a distance of 3148.64 feet to the TRUE POINT OF BEGINNING; thence South 55°11'34" West a distance of 73.92 feet to a point; thence North 40°37'30" West a distance of 11.61 feet to a point; thence North 54°38'35" West a distance of 44.78 feet to a point; thence North 73°36'38" West a distance of 38.39 feet to a point; thence South 77°58'10" West a distance of 33.78 feet to a point; thence South 48°48'51" West a distance of 34.54 feet to a point; thence South 09°11'20" West a distance of 37.30 feet to a point; thence South 19°17'24" East a distance of 22.95 feet to a point; thence South 56°18'36" East a distance of 25.38 feet to a point; thence South 63°02'54" East a distance of 44.57 feet to a point; thence South 51°20'30" East a distance of 34.68 feet to a point; thence North 63°46'20" East a distance of 85.65 feet to a point; thence North 02°33'07" West a distance of 31.65 feet to a point; thence North 40°37'30" West a distance of 26.89 feet to a point; thence North 55°11'34" East a distance of 74.19 feet to a point; thence South 41°56'52" East a distance of 38.15 feet to a point; thence North 68°08'13" East a distance of 36.98 feet to a point; thence South 36°11'36" East a distance of 57.56 feet to a point; thence South 47°39'50" West a distance of 40.49 feet to a point; thence South 26°08'04" West a distance of 48.01 feet to a point; thence South 30°48'37" West a distance of 38.73 feet to a point; thence South 30°34'16" West a distance of 42.78 feet to a point; thence South 63°59'50" West a distance of 57.01 feet to a point; thence South 54°16'49" West a distance of 47.07 feet to a point; thence South 50°29'05" West a distance of 41.89 feet to a point; thence North 89°12'18" West a distance of 62.06 feet to a point; thence North 36°06'42" West a distance of 111.28 feet to a point; thence North 27°35'16" West a distance of 66.34 feet to a point; thence North 17°04'56" West a distance of 89.61 feet to a point; thence North 01°37'42" West a distance of 46.52 feet to a point; thence North 21°11'42" East a distance of 46.66 feet to a

BK 31578 PG 0218

EXHIBIT "B"
Club Property

(continued)

point; thence North 33°06'42" East a distance of 51.48 feet to a point; thence South 86°05'49" East a distance of 45.46 feet to a point; thence South 80°05'25" East a distance of 53.28 feet to a point; thence North 82°42'36" East a distance of 31.95 feet to a point; thence South 50°27'18" East a distance of 40.67 feet to a point; thence North 85°18'48" East a distance of 39.34 feet to a point; thence South 47°53'43" East a distance of 34.52 feet to a point; thence South 48°52'31" East a distance of 35.06 feet to a point; thence South 41°56'52" East a distance of 2.64 feet to THE TRUE POINT OF BEGINNING.

Said tract contains 1.826 acres. -

TOGETHER WITH:

EXHIBIT "B" BK 31578 PG 0219
Club Property

(continued)
**LEGAL DESCRIPTION: THE GOLF COURSE @ THE RIVER CLUB
HOLES 2, 3, 8 & LAKE "R"**

All that tract or parcel of land lying and being in Land Lots 284 and 285, and the 7th District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a 2" open top pipe found at the southeast corner of Land Lot 283, aforesaid district and county; thence North 14°43'06" East, a distance of 3369.39 feet to a point on the northeastern right-of-way of Middle Fork Trail (50' right-of-way) and the True Point of Beginning; thence North 52°04'47" East a distance of 166.12 feet to a point; thence North 09°59'28" West a distance of 46.00 feet to a point; thence North 53°27'03" West a distance of 247.56 feet to a point; thence North 18°16'53" West a distance of 94.62 feet to a point; thence North 02°32'11" West a distance of 49.62 feet to a point; thence North 34°30'31" East a distance of 120.86 feet to a point; thence North 42°32'05" East a distance of 103.39 feet to a point; thence North 53°39'51" East a distance of 138.82 feet to a point; thence North 20°46'22" East a distance of 321.53 feet to a point; thence South 74°37'39" East a distance of 227.83 feet to a point; thence South 33°37'09" East a distance of 194.79 feet to a point; thence South 48°03'19" East a distance of 109.94 feet to a point; thence South 40°38'01" East a distance of 133.78 feet to a point; thence South 88°20'13" East a distance of 353.73 feet to a point; thence South 81°10'08" East a distance of 115.53 feet to a point; thence South 81°25'07" East a distance of 225.24 feet to a point; thence North 76°37'57" East a distance of 197.54 feet to a point on the western right-of-way of said Middle Fork Trail; thence along the right-of-way of said Middle Fork Trail the following courses and distances; 460.92 feet along the arc of a curve to the right having a chord bearing and distance of South 15°39'10" West 441.46 feet and a radius of 455.00 feet to a point; thence South 44°40'24" West a distance of 50.91 feet to a point; thence 15.60 feet along the arc of a curve to the right having a chord bearing and distance of South 47°59'03" West 15.59 feet and a radius of 135.00 feet to a point; thence South 51°17'42" West, 71.55 feet to a point; thence leaving the right-of-way of said Middle Fork Trail North 41°42'59" West a distance of 126.69 feet to a point; thence South 74°00'19" West a distance of 213.27 feet to a point; thence South 61°20'34" West a distance of 159.46 feet to a point; thence South 76°52'44" West a distance of 292.86 feet to a point; thence North 85°28'48" West a distance of 272.18 feet to a point; thence North 87°35'09" West a distance of 387.39 feet to a point; thence South 52°04'47" West a distance of 17.03 feet to a point on the northeastern right-of-way of said Middle Fork Trail; thence along the right-of-way of said Middle Fork Trail; 25.42 feet along the arc of a curve to the left having a chord bearing and distance of North 57°24'20" West 25.42 feet and a radius of 325.00 feet to a point; thence North 59°38'48" West a distance of 6.50 feet to THE TRUE POINT OF BEGINNING.

Said tract contains 24.175 acres.

TOGETHER WITH:

BK31578PG0220

EXHIBIT "B"

Club Property

(continued)

LEGAL DESCRIPTION: THE GOLF COURSE @ THE RIVER CLUB
HOLE 4

All that tract or parcel of land lying and being in Land Lots 278 and 285, the 7th District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a 2" open top pipe found at the southeast corner of Land Lot 283; thence North 34°42'08" East a distance of 4482.06 feet to a point on the eastern right-of-way of Middle Fork Trail (right-of-way varies) and the True Point Of Beginning; thence along the right-of-way of said Middle Fork Trail 30.00 feet along the arc of a curve to the left having a chord bearing and distance of North 03°46'21" East 30.00 feet and a radius of 505.00 feet to a point; thence South 87°55'47" East a distance of 212.44 feet to a point; thence South 75°58'25" East a distance of 239.15 feet to a point; thence South 61°28'55" East a distance of 116.62 feet to a point; thence South 44°30'36" East a distance of 141.04 feet to a point; thence South 39°29'19" East a distance of 514.90 feet to a point; thence South 30°43'03" East a distance of 582.84 feet to a point; thence South 25°17'44" East a distance of 365.15 feet to a point; thence South 50°23'54" East a distance of 102.45 feet to a point; thence South 08°08'15" West a distance of 127.01 feet to a point; thence South 23°29'48" East a distance of 208.11 feet to a point on the western right-of-way of Crescent River Crossing (right-of-way varies); thence along the right-of-way of said Crescent River Crossing 61.07 feet along the arc of a curve to the left having a chord bearing and distance of South 26°00'01" West 60.99 feet and a radius of 355.00 feet to a point; thence South 21°04'21" West a distance of 2.78 feet to a point; thence leaving the right-of-way of said Crescent River Crossing North 18°59'11" West a distance of 242.74 feet to a point; thence North 82°48'34" West a distance of 103.02 feet to a point; thence North 75°11'12" West a distance of 101.65 feet to a point; thence North 43°26'16" West a distance of 54.49 feet to a point; thence North 34°02'42" West a distance of 49.31 feet to a point; thence North 37°38'25" West a distance of 131.81 feet to a point; thence North 30°26'53" West a distance of 188.14 feet to a point; thence North 25°27'46" West a distance of 99.58 feet to a point; thence North 31°11'00" West a distance of 160.93 feet to a point; thence North 31°11'00" West a distance of 513.38 feet to a point; thence North 32°56'40" West a distance of 291.83 feet to a point; thence North 30°45'31" West a distance of 239.36 feet to a point; thence North 59°17'46" West a distance of 218.01 feet to a point; thence North 84°31'32" West a distance of 164.89 feet to THE TRUE POINT OF BEGINNING.

Said tract contains 11.641 acres.

TOGETHER WITH:

EXHIBIT "B" BK 31578 PG 0221
Club Property

(continued)

**LEGAL DESCRIPTION: THE GOLF COURSE @ THE RIVER CLUB
HOLES 5, 6, 7 AND THE AMENITY AREA**

All that tract or parcel of land lying and being in Land Lots 278, 279 and 285, the 7th District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a 2" open top pipe found at the southeast corner of Land Lot 283, thence North 35°10'34" East a distance of 2653.04 feet to the TRUE POINT OF BEGINNING; thence North 22°20'41" East a distance of 368.85 feet to a point on the southern right-of-way of Middle Fork Trail (50' right-of-way); thence along the right-of-way of said Middle Fork Trail 299.91 feet along the arc of a curve to the left having a chord bearing and distance of North 87°04'30" East 290.28 feet and a radius of 340.00 feet to a point; thence leaving the right-of-way of said Middle Fork Trail South 28°11'41" East a distance of 187.39 feet to a point; thence South 78°29'01" East a distance of 51.11 feet to a point; thence North 51°13'40" East a distance of 210.69 feet to a point; thence North 18°27'05" East a distance of 120.99 feet to a point; thence North 13°46'58" East a distance of 175.36 feet to a point; thence North 06°30'20" East a distance of 152.57 feet to a point; thence North 16°34'24" East a distance of 100.58 feet to a point; thence North 33°56'56" East a distance of 87.03 feet to a point; thence North 36°00'44" East a distance of 152.38 feet to a point; thence North 40°30'36" East a distance of 162.57 feet to a point; thence North 23°45'43" East a distance of 55.74 feet to a point on the southern right-of-way of Whitestone Way (50' right-of-way); thence along right-of-way of said Whitestone Way 9.81 feet along the arc of a curve to the left having a chord bearing and distance of South 67°50'41" East 9.81 feet and a radius of 175.00 feet to a point; thence South 69°27'04" East a distance of 95.41 feet to a point; thence 149.12 feet along the arc of a curve to the right having a chord bearing and distance of South 41°53'22" East 143.44 feet and a radius of 155.00 feet to a point; thence South 14°19'40" East a distance of 115.25 feet to a point; thence 43.83 feet along the arc of a curve to the left having a chord bearing and distance of South 16°36'39" East 43.82 feet and a radius of 550.00 feet to a point; thence South 18°53'38" East a distance of 25.57 feet to a point; thence leaving the right-of-way of said Whitestone Way South 55°35'04" West a distance of 41.90 feet to a point; thence South 55°35'04" West a distance of 21.32 feet to a point; thence South 44°24'58" West a distance of 40.16 feet to a point; thence South 13°35'50" West a distance of 3.59 feet to a point; thence South 71°47'46" West a distance of 15.30 feet to a point; thence South 66°08'03" West a distance of 16.37 feet to a point; thence South 24°48'32" East a distance of 22.77 feet to a point; thence South 32°11'23" West a distance of 4.97 feet to a point; thence South 31°53'17" West a distance of 52.81 feet to a point; thence South 21°05'02" West a distance of 15.55 feet to a point; thence South 09°22'48" West a distance of 10.87 feet to a point; thence South 58°17'06" West a distance of 13.30 feet to a point; thence South 58°18'02" West a distance of 100.13 feet to a point; thence North 75°25'33" West a distance of 3.27 feet to a point; thence South 58°50'04" West a distance of 24.91 feet to a point; thence North 46°06'07" West a distance of 36.40 feet to a point; thence South 68°37'55" West a distance of 17.10 feet to a point; thence South 12°34'54" West a distance of 38.63 feet to a point; thence South 10°37'48" West a distance of 25.15 feet to a point; thence South 03°42'59" East a distance of 54.06 feet to a point; thence South 00°46'45" East a distance of 33.86 feet to a point; thence South 15°52'30" West a distance of 19.76 feet to a point; thence South 00°55'41" West a distance of 5.55 feet to a point; thence South 03°30'18" East a distance of 25.62 feet to a point; thence South 44°03'10" West a distance of 11.32 feet to a point; thence South 15°12'22" West a distance of 23.15 feet to a point; thence South 10°43'18" East a distance of 36.61 feet to a point; thence South 12°00'21" West a distance of 29.17 feet to a point; thence South 22°00'47" West a distance of 6.86 feet to a point; thence South 37°37'18" West a distance of 57.96 feet to a point; thence South 23°32'11" West a distance of 11.25 feet to a point; thence South 28°06'36" West a distance of 46.25 feet to a point; thence South 31°19'58" West a distance of 19.62 feet to a point; thence South

EXHIBIT "B"
Club Property
(continued)

08°00'36" West a distance of 44.10 feet to a point; thence South 23°57'48" West a distance of 9.51 feet to a point; thence South 23°05'31" West a distance of 38.48 feet to a point; thence South 29°56'26" West a distance of 15.16 feet to a point; thence South 49°57'48" West a distance of 20.81 feet to a point; thence South 47°43'46" West a distance of 32.59 feet to a point; thence South 56°32'34" West a distance of 33.81 feet to a point; thence South 55°55'38" West a distance of 21.57 feet to a point; thence North 56°42'05" West a distance of 6.13 feet to a point; thence South 55°49'37" West a distance of 28.48 feet to a point; thence South 26°33'54" West a distance of 21.95 feet to a point; thence South 74°09'10" East a distance of 3.74 feet to a point; thence South 18°59'00" West a distance of 5.50 feet to a point; thence South 29°02'41" West a distance of 12.76 feet to a point; thence South 50°28'44" West a distance of 36.34 feet to a point; thence South 68°04'43" West a distance of 29.24 feet to a point; thence South 72°14'46" West a distance of 23.60 feet to a point; thence South 74°58'28" West a distance of 22.24 feet to a point; thence North 84°48'06" West a distance of 26.70 feet to a point; thence North 87°29'16" West a distance of 10.82 feet to a point; thence South 87°50'16" West a distance of 41.63 feet to a point; thence South 83°52'11" West a distance of 10.95 feet to a point; thence South 86°50'08" West a distance of 46.14 feet to a point; thence South 58°39'31" West a distance of 43.39 feet to a point; thence South 51°01'59" West a distance of 13.33 feet to a point; thence South 23°17'31" West a distance of 40.66 feet to a point; thence South 33°13'58" East a distance of 34.68 feet to a point; thence South 51°55'22" East a distance of 9.59 feet to a point; thence South 57°08'04" East a distance of 44.56 feet to a point; thence South 65°49'09" East a distance of 5.18 feet to a point; thence South 66°01'50" East a distance of 44.89 feet to a point; thence South 66°49'50" East a distance of 43.56 feet to a point; thence South 65°55'40" East a distance of 56.69 feet to a point; thence South 70°51'33" East a distance of 8.69 feet to a point; thence South 69°49'59" East a distance of 39.12 feet to a point; thence South 62°59'54" East a distance of 3.22 feet to a point; thence South 75°40'31" East a distance of 3.09 feet to a point; thence South 68°48'12" East a distance of 90.89 feet to a point; thence South 61°43'55" East a distance of 11.91 feet to a point; thence South 64°04'32" East a distance of 60.00 feet to a point; thence South 62°16'02" East a distance of 9.96 feet to a point; thence South 71°22'24" East a distance of 34.22 feet to a point; thence South 78°00'21" East a distance of 22.88 feet to a point; thence South 82°12'07" East a distance of 37.20 feet to a point; thence South 21°26'04" West a distance of 31.86 feet to a point; thence South 31°06'55" West a distance of 238.36 feet to a point; thence South 05°34'32" West a distance of 207.42 feet to a point; thence South 65°51'43" East a distance of 232.37 feet to a point; thence South 79°57'49" East a distance of 774.78 feet to a point; thence North 64°45'01" East a distance of 303.98 feet to a point; thence North 36°19'55" East a distance of 516.09 feet to a point; thence North 07°09'28" East a distance of 65.26 feet to a point on the southern right-of-way of said Whitestone Way; thence along the right-of-way of said Whitestone Way South 82°50'32" East a distance of 91.84 feet to a point; thence 143.97 feet along the arc of a curve to the right having a chord bearing and distance of South 68°51'39" East 142.55 feet and a radius of 295.00 feet to a point; thence leaving right-of-way of said Whitestone Way South 44°52'43" West a distance of 134.32 feet to a point; thence South 08°08'15" East a distance of 108.91 feet to a point; thence South 16°20'26" West a distance of 145.37 feet to a point; thence South 29°20'19" West a distance of 140.09 feet to a point; thence South 44°01'12" West a distance of 143.38 feet to a point; thence South 59°28'05" West a distance of 52.76 feet to a point; thence South 09°26'06" West a distance of 184.31 feet to a point on the northern right-of-way of Big Horn Hollow (50' right-of-way); thence along the right-of-way of said Big Horn Hollow 190.45 feet along the arc of a curve to the left having a chord bearing and distance of South 86°35'51" West 188.86 feet and a radius of 425.00 feet to a point; thence leaving the right-of-way of said Big Horn Hollow North 16°14'25" West a distance of 110.69 feet to a point; thence North 47°34'44" West a distance of 102.59 feet to a point; thence South 56°20'03" West a distance of 106.53 feet to a point; thence South 67°49'22" West a distance of 124.67 feet to a point; thence South 78°15'38" West a distance of 117.92 feet to a

BK31578PG0223

EXHIBIT "B"

Club Property

(continued)

point; thence South 89°01'19" West a distance of 140.58 feet to a point; thence North 84°08'39" West a distance of 252.40 feet to a point; thence North 84°11'50" West a distance of 352.23 feet to a point; thence North 65°42'06" West a distance of 386.67 feet to a point; thence North 30°03'17" West a distance of 1117.91 feet to THE TRUE POINT OF BEGINNING.

Said tract contains 36.408 acres.

TOGETHER WITH:

**LEGAL DESCRIPTION: THE GOLF COURSE @ THE RIVER CLUB
HOLES 11, 12, 13, 14 & 15**

All that tract or parcel of land lying and being in Land Lots 283 and 284, the 7th District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a 2" open top pipe found at the southeast corner of Land Lot 283, aforesaid district and county; thence South 60°01'07" West a distance of 1303.12 feet to a point; thence North 31°29'59" West a distance of 67.15 feet to a point; thence North 31°17'45" West a distance of 66.31 feet to a point; thence North 39°33'55" West a distance of 91.20 feet to a point; thence North 42°18'07" West a distance of 115.89 feet to a point; thence North 49°37'11" West a distance of 100.03 feet to a point; thence North 50°33'49" West a distance of 99.20 feet to a point; thence North 55°40'13" West a distance of 79.57 feet to a point; thence North 50°20'37" West a distance of 68.66 feet to a point; thence North 44°06'18" West a distance of 84.57 feet to a point; thence North 53°07'41" West a distance of 124.11 feet to a point; thence North 57°05'44" West a distance of 71.83 feet to a point; thence North 57°22'16" West a distance of 95.71 feet to a point; thence North 47°34'47" West a distance of 104.31 feet to a point; thence North 59°03'53" West a distance of 72.74 feet to a point; thence North 54°01'49" West a distance of 83.42 feet to a point; thence North 77°03'21" West a distance of 97.55 feet to a point; thence North 66°00'58" West a distance of 72.16 feet to a point; thence North 09°46'12" East a distance of 39.58 feet to a point; thence North 12°52'27" West a distance of 45.34 feet to a point; thence North 60°43'08" West a distance of 41.82 feet to a point; thence South 60°17'13" West a distance of 42.50 feet to a point; thence South 57°12'36" West a distance of 50.84 feet to a point; thence South 37°27'20" West a distance of 33.92 feet to a point; thence South 85°17'11" West a distance of 67.47 feet to a point; thence North 12°55'04" East a distance of 8.46 feet to a point; thence North 62°56'09" West a distance of 30.99 feet to a point; thence North 84°18'02" West a distance of 50.11 feet to a point; thence North 57°41'50" West a distance of 47.43 feet to a point; thence North 09°10'16" East a distance of 97.36 feet to a point; thence North 05°54'54" East a distance of 64.72 feet to a point; thence North 09°37'16" West a distance of 32.23 feet to a point; thence North 21°19'52" East a distance of 19.10 feet to a point; thence North 80°18'57" East a distance of 113.95 feet to a point; thence North 07°49'56" East a distance of 244.80 feet to a point on the southern right-of-way of Crescent River Pass (50' right-of-way); thence along the right-of-way of said Crescent River Pass 36.90 feet along the arc of a curve to the left having a chord bearing and distance of South 85°45'05" East 36.88 feet and a radius of 295.00 feet to a point; thence leaving right-of-way of said Crescent River Pass South 00°39'55" West a distance of 231.21 feet to a point; thence South 89°26'19" East a distance of 136.96 feet to a point; thence North 81°58'06" East a distance of 127.91 feet to a point; thence South 84°08'00" East a distance of 130.46 feet to a point; thence South 73°25'37" East a distance of 115.57 feet to a point; thence North 21°30'45" East a distance of 204.63 feet to a point on the southern right-of-way of said Crescent River Pass; thence South 68°29'15" East a distance of 30.00 feet to a point; thence leaving right-of-way of said Crescent River Pass South 21°30'45" West a distance of 204.11 feet to a point; thence South 74°27'32" East a distance of 212.15 feet to a point; thence North 85°22'08" East a distance of 80.19 feet to a point; thence North 71°22'53" East a distance of 196.04 feet to a point; thence North 24°09'15" East a distance of 107.36 feet to a point; thence North 34°05'06" West a distance of 188.46 feet to a point on the southern right-of-way of said Crescent River Pass; thence North 55°54'54" East a distance of 39.03 feet to a point; thence 234.67 feet along the arc of a curve to the right having a chord bearing and distance of North 73°50'33" East 230.86 feet and a radius of 375.00 feet to a point; thence South 88°13'47" East a distance of 456.33 feet to a point; thence 59.78 feet along the arc of a curve to the left having a chord bearing and distance of North 86°30'04" East 59.69 feet and a radius of 325.00 feet to a point; thence South 08°46'04" East a distance of 159.40 feet to a point; thence South 58°07'52" East a distance of 632.88 feet to a point; thence South

EXHIBIT "B"
Club Property
(continued)

BK 31578 PG 0225

77°50'11" East a distance of 220.83 feet to a point; thence South 15°30'24" West a distance of 358.56 feet to THE TRUE POINT OF BEGINNING.

Said tract contains 47.624 acres.

Less and except a mitigation area and being more particularly described as follows:

BEGINNING at a 2" open top pipe found at the southeast corner of Land Lot 283, aforesaid district and county; thence North 62°54'21" West a distance of 1093.59 feet to the TRUE POINT OF BEGINNING; thence North 74°09'47" East a distance of 33.15 feet to a point; thence North 85°36'37" East a distance of 14.27 feet to a point; thence South 64°08'32" East a distance of 65.50 feet to a point; thence South 66°30'34" East a distance of 29.40 feet to a point; thence South 81°52'23" East a distance of 28.44 feet to a point; thence South 88°18'57" East a distance of 39.30 feet to a point; thence North 75°10'44" East a distance of 44.16 feet to a point; thence North 61°16'10" East a distance of 22.26 feet to a point; thence South 75°09'56" East a distance of 33.30 feet to a point; thence South 70°04'22" East a distance of 88.41 feet to a point; thence South 51°06'39" East a distance of 52.14 feet to a point; thence South 63°23'20" East a distance of 67.09 feet to a point; thence South 63°26'25" East a distance of 55.17 feet to a point; thence South 76°12'13" East a distance of 95.73 feet to a point; thence South 65°47'36" East a distance of 60.05 feet to a point; thence South 49°13'09" East a distance of 73.38 feet to a point; thence South 52°06'29" East a distance of 32.41 feet to a point; thence South 52°50'06" East a distance of 19.97 feet to a point; thence South 12°44'50" East a distance of 3.99 feet to a point; thence South 39°23'22" East a distance of 27.67 feet to a point; thence South 39°00'40" East a distance of 14.82 feet to a point; thence South 16°42'38" East a distance of 22.90 feet to a point; thence South 14°02'45" East a distance of 15.83 feet to a point; thence South 19°18'10" West a distance of 11.62 feet to a point; thence South 52°57'27" West a distance of 21.72 feet to a point; thence South 38°40'47" West a distance of 10.04 feet to a point; thence South 26°34'54" West a distance of 10.52 feet to a point; thence South 12°36'45" West a distance of 12.52 feet to a point; thence South 12°43'59" West a distance of 10.94 feet to a point; thence South 01°02'06" West a distance of 19.11 feet to a point; thence South 03°49'01" East a distance of 15.52 feet to a point; thence South 08°58'44" East a distance of 13.24 feet to a point; thence South 15°32'05" East a distance of 12.86 feet to a point; thence South 23°49'16" East a distance of 12.79 feet to a point; thence South 25°28'46" East a distance of 24.01 feet to a point; thence South 15°15'56" East a distance of 11.77 feet to a point; thence South 01°43'35" West a distance of 11.90 feet to a point; thence South 15°57'23" West a distance of 10.02 feet to a point; thence South 29°04'19" West a distance of 14.17 feet to a point; thence South 38°54'16" West a distance of 13.71 feet to a point; thence South 70°16'15" West a distance of 43.80 feet to a point; thence South 86°50'21" West a distance of 21.77 feet to a point; thence North 79°23'16" West a distance of 22.43 feet to a point; thence North 90°00'00" West a distance of 18.71 feet to a point; thence South 80°54'58" West a distance of 18.22 feet to a point; thence South 70°43'22" West a distance of 15.74 feet to a point; thence South 53°38'07" West a distance of 17.20 feet to a point; thence South 47°44'48" West a distance of 10.79 feet to a point; thence South 40°07'16" West a distance of 17.65 feet to a point; thence South 33°42'32" West a distance of 14.88 feet to a point; thence South 39°06'50" West a distance of 13.53 feet to a point; thence South 47°44'49" West a distance of 8.92 feet to a point; thence South 68°12'46" West a distance of 5.76 feet to a point; thence South 84°48'33" West a distance of 6.53 feet to a point; thence North 87°47'56" West a distance of 17.53 feet to a point; thence North 87°36'57" West a distance of 16.96 feet to a point; thence South 81°15'36" West a distance of 19.19 feet to a point; thence South 66°23'09" West a distance of 13.22 feet to a point; thence South 53°08'59" West a distance of 14.92 feet to a point; thence South 39°07'55" West a distance of 10.72 feet to a point; thence South 39°49'32" West a distance of 11.33 feet to a point; thence South 25°01'57" West a distance of 11.98 feet to a point; thence South 25°34'34" West a distance

BK 31578 PG 0226

EXHIBIT "B"
Club Property

(continued)

of 17.23 feet to a point; thence South 30°58'55" West a distance of 11.15 feet to a point; thence South 45°01'14" West a distance of 6.24 feet to a point; thence South 65°34'17" West a distance of 6.78 feet to a point; thence South 79°23'16" West a distance of 10.10 feet to a point; thence North 90°00'00" West a distance of 31.32 feet to a point; thence South 85°02'02" West a distance of 16.62 feet to a point; thence South 72°21'42" West a distance of 16.62 feet to a point; thence South 67°23'41" West a distance of 18.54 feet to a point; thence South 56°19'44" West a distance of 18.54 feet to a point; thence South 39°34'47" West a distance of 21.82 feet to a point; thence South 25°34'33" West a distance of 18.58 feet to a point; thence South 36°19'40" West a distance of 8.72 feet to a point; thence South 52°42'57" West a distance of 9.00 feet to a point; thence South 73°37'18" West a distance of 12.08 feet to a point; thence South 88°45'45" West a distance of 16.43 feet to a point; thence North 88°58'40" West a distance of 17.16 feet to a point; thence North 85°14'23" West a distance of 11.07 feet to a point; thence North 86°15'51" West a distance of 14.17 feet to a point; thence North 86°43'55" West a distance of 14.66 feet to a point; thence North 85°44'18" West a distance of 12.95 feet to a point; thence North 86°20'40" West a distance of 19.33 feet to a point; thence North 44°08'13" West a distance of 82.85 feet to a point; thence North 26°43'04" West a distance of 79.71 feet to a point; thence North 10°30'21" West a distance of 253.88 feet to a point; thence North 09°55'24" West a distance of 125.86 feet to a point; thence North 05°23'53" West a distance of 82.95 feet to a point; thence North 09°10'46" West a distance of 128.60 feet to a point; thence North 04°53'47" West a distance of 69.72 feet to THE POINT OF BEGINNING.

Said tract contains 9.848 acres.

Upon recording, please return to:
Jo Anne P. Stubblefield
Hyatt & Stubblefield, P.C.
1200 Peachtree Center South Tower
225 Peachtree Street, N.E.
Atlanta, Georgia 30303

Cross-Reference to Declaration recorded at:

Book 31578
Page 201

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA
03 SEP 17 PM 2:00
TOM LAWLER, CLERK

STATE OF GEORGIA

COUNTY OF GWINNETT

AMENDMENT TO THE
DECLARATION OF RECREATIONAL COVENANT
FOR
THE RIVER CLUB

THIS AMENDMENT TO THE DECLARATION OF RECREATIONAL COVENANT FOR THE RIVER CLUB ("Amendment") is made this 4th day of SEPTEMBER, 2003, by CRESCENT RIVER, LLC, a Georgia limited liability company (the "Declarant").

BACKGROUND STATEMENT

On March 13, 2003, Declarant executed that certain Declaration of Recreational Covenant for The River Club, which was recorded on March 20, 2003, in Deed Book 31578 at Page 201, *et seq.*, in the office of the Clerk of the Superior Court for Gwinnett County, Georgia ("Covenant").

Pursuant to Section 5.2 of the Covenant, so long as Declarant owns any portion of the property subject to the Charter (as defined in the Covenant), or has an option unilaterally to submit additional property to such Charter in accordance with its terms, Declarant may unilaterally amend the Covenant to include additional property in the description of the Residential Property set forth on Exhibit "A" to the Covenant; provided, if the Declarant is not the owner of the additional property, the consent of the owner is required.

Declarant desires to amend Exhibit "A" of the Covenant to include the additional property described in Exhibit "A" attached hereto ("Additional Residential Property"). The owners of the Additional Residential Property have consented to this Amendment, as evidenced by the Joinder and Consent of each attached hereto as Exhibit "B."

NOW, THEREFORE, the Covenant is hereby amended to include on Exhibit "A" attached thereto that real property described on Exhibit "A" to this Covenant.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 4th day of SEPTEMBER, 2003.

DECLARANT: CRESCENT RIVER, LLC, a Georgia limited liability company

BY: Crescent Resources, LLC, its sole member

Signed, sealed, and delivered this 4 day of Sept., 2003 in the presence of:

By: [Signature]
Name: Roy E. Parrish, III
Title: Crescent River, LLC
Vice President
[SEAL]

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: Jan. 16, 2005

[AFFIX NOTARY SEAL]



BK 34835 PG 0265

EXHIBIT "A"

Additional Residential 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, and being more particularly described as Lots 139, 146, 268, 270, 273, 275, 277, and 284 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 October 7, 2002, in Plat Book 95, Page 135, et seq., in the office of the Clerk of Superior Court of Gwinnett County, Georgia.

BK 34835PG0266

EXHIBIT "B"

Joinder and Consent of Owners

[see attached]



Upon recording, please return to:
Jo Anne P. Stubblefield
Hyatt & Stubblefield, P.C.
1200 Peachtree Center South Tower
225 Peachtree Street, N.E.
Atlanta, Georgia 30303

Cross-Reference to Declaration recorded at:

Book 31578
Page 201

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA
03 SEP 17 PM 2:00
TOM LAWLER, CLERK

STATE OF GEORGIA

COUNTY OF GWINNETT

AMENDMENT TO THE
DECLARATION OF RECREATIONAL COVENANT
FOR
THE RIVER CLUB

THIS AMENDMENT TO THE DECLARATION OF RECREATIONAL COVENANT FOR THE RIVER CLUB ("**Amendment**") is made this 4th day of SEPTEMBER, 2003, by CRESCENT RIVER, LLC, a Georgia limited liability company (the "**Declarant**").

BACKGROUND STATEMENT

On March 13, 2003, Declarant executed that certain Declaration of Recreational Covenant for The River Club, which was recorded on March 20, 2003, in Deed Book 31578 at Page 201, *et seq.*, in the office of the Clerk of the Superior Court for Gwinnett County, Georgia ("**Covenant**").

Pursuant to Section 5.2 of the Covenant, so long as Declarant owns any portion of the property subject to the Charter (as defined in the Covenant), or has an option unilaterally to submit additional property to such Charter in accordance with its terms, Declarant may unilaterally amend the Covenant to include additional property in the description of the Residential Property set forth on Exhibit "A" to the Covenant; provided, if the Declarant is not the owner of the additional property, the consent of the owner is required.

Declarant desires to amend Exhibit "A" of the Covenant to include the additional property described in Exhibit "A" attached hereto ("**Additional Residential Property**"). The owners of the Additional Residential Property have consented to this Amendment, as evidenced by the Joinder and Consent of each attached hereto as Exhibit "B."

NOW, THEREFORE, the Covenant is hereby amended to include on Exhibit "A" attached thereto that real property described on Exhibit "A" to this Covenant.

IN WITNESS WHEREOF, the Declarant has set its hand and seal this 4th day of SEPTEMBER, 2003.

DECLARANT: CRESCENT RIVER, LLC, a Georgia limited liability company

BY: Crescent Resources, LLC, its sole member

By: Roy E. Parrish, III
Name: Roy E. Parrish, III
Title: Crescent River, LLC
Vice President
[SEAL]

Signed, sealed, and delivered this 4 day of Sept., 2003 in the presence of:

Susan Shenefield
WITNESS

David M. Heath
NOTARY PUBLIC

My Commission Expires: Jan. 16, 2005

[AFFIX NOTARY SEAL]



BK 34835 PG 0265

EXHIBIT "A"

Additional Residential 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, and being more particularly described as Lots 139, 146, 268, 270, 273, 275, 277, and 284 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 October 7, 2002, in Plat Book 95, Page 135, et seq., in the office of the Clerk of Superior Court of Gwinnett County, Georgia.

BK 34 835 PG 0266

EXHIBIT "B"

Joinder and Consent of Owners

[see attached]

36281
00109

BK36281PG0109

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

03 DEC -9 PM 2:49

TOM LAWLER, CLERK

309715

Upon recording please return to:
Clifford A. Barshay, Esq.
Schneider, Wheeler & Flint, LLP
127 Peachtree Street, NE
1600 Candler Building
Atlanta, Georgia 30303

CROSS REFERENCE TO:
DEED BOOK 31578, Page 201
Gwinnett County, Georgia records

STATE OF GEORGIA
COUNTY OF GWINNETT

**AMENDMENT TO THE DECLARATION OF
RECREATIONAL COVENANT FOR THE RIVER CLUB**

THIS AMENDMENT TO THE DECLARATION OF RECREATIONAL COVENANT FOR THE RIVER CLUB (herein the "Amendment") is made this 5th day of December, 2003, by CRESCENT RIVER, LLC, a Georgia limited liability company (the "Declarant").

BACKGROUND STATEMENT

On March 13, 2003, Declarant executed that certain Declaration of Recreational Covenant for the River Club, which was recorded on March 20, 2003 in Deed Book 31578, Page 201, et. seq., in the Office of the Clerk of the Superior Court for Gwinnett County, Georgia (the "Covenant").

Pursuant to Section 5.2 of the Covenant, so long as Declarant owns any portion of the property subject to the Charter (as defined in the Covenant), or has option unilaterally to submit additional property to such Charter in accordance with the terms, Declarant may unilaterally amend the Covenant to include additional property in the description of the Residential Property set forth in Exhibit "A" to the Covenant.

Declarant desires to amend Exhibit "A" of the Covenant to include the additional property described in Exhibit "A" attached hereto (the "Additional Residential Property"). Declarant is the current owner of the Additional Residential Property.

C:\Temp\c_notes\data\Amendment to Declaration of Recreational Covenant.doc

285553

14

NOW, THEREFORE, the Covenant is hereby amended to include in Exhibit "A" attached thereto that real property described in Exhibit "A" to this Amendment.

IN WITNESS WHEREOF, the Declarant has set its hand and seal as of the day and year first above written.

DECLARANT:

Signed, sealed and delivered in the presence of:

Suzanne D. DeLuer
Witness

Felecia V. Robinson
Notary Public

My commission expires: 6/6/06

CRESCENT RIVER, LLC,
a Georgia limited liability company

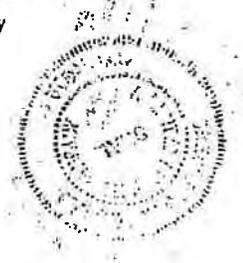
By: CRESCENT RESOURCES, LLC
Its: Sole Member

By: Roy E. Parrish III
Name: Roy E. Parrish III
Title: Vice President

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

[SEAL]

FELECIA V ROBINSON
NOTARY PUBLIC
GWINNETT, GEORGIA
MY COMMISSION EXPIRES JUNE 6, 2006



36281
00111

BK36281PG0111

EXHIBIT "A"

Additional Residential Property

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lots 278 and 279 of the 7th District of Gwinnett County, Georgia and being more particularly described as Lots 49 through 106, inclusive, Block D and Lot 372, Block D, as shown on that certain Final Subdivision Plat for The River Club, Phase II, Unit 1, prepared by Rochester & Associates, Inc., under the seal of Kedrick C. Scott, Georgia Registered Land Surveyor No. 2831, recorded on December 4, 2003, Plat Book 100, Pages 266-270, in the Office of the Clerk of Superior Court of Gwinnett County, Georgia

36394
00082

BK 36394 PG 0082
310102

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

03 DEC 17 AM 10:56

TOM LAWLER, CLERK

Upon recording please return to:
Clifford A. Barshay, Esq.
Schreeder, Wheeler & Flint, LLP
127 Peachtree Street, NE
1600 Candler Building
Atlanta, Georgia 30303

CROSS REFERENCE TO:
DEED BOOK 31578, Page 201
Gwinnett County, Georgia records

STATE OF GEORGIA

COUNTY OF GWINNETT

**AMENDMENT TO THE DECLARATION OF
RECREATIONAL COVENANT FOR THE RIVER CLUB**

THIS AMENDMENT TO THE DECLARATION OF RECREATIONAL COVENANT FOR THE RIVER CLUB (herein the "Amendment") is made this 15th day of December, 2003, by CRESCENT RIVER, LLC, a Georgia limited liability company (the "Declarant").

BACKGROUND STATEMENT

On March 13, 2003, Declarant executed that certain Declaration of Recreational Covenant for the River Club, which was recorded on March 20, 2003 in Deed Book 31578, Page 201, et. seq., in the Office of the Clerk of the Superior Court for Gwinnett County, Georgia (the "Covenant").

Pursuant to Section 5.2 of the Covenant, so long as Declarant owns any portion of the property subject to the Charter (as defined in the Covenant), or has option unilaterally to submit additional property to such Charter in accordance with the terms, Declarant may unilaterally amend the Covenant to include additional property in the description of the Residential Property set forth in Exhibit "A" to the Covenant.

Declarant desires to amend Exhibit "A" of the Covenant to include the additional property described in Exhibit "A" attached hereto (the "Additional Residential Property"). Declarant is the current owner of the Additional Residential Property.

C:\Temp\c.notes\data\Amendment to Declaration of Recreational Covenant(1-2).doc

291362

14

NOW, THEREFORE, the Covenant is hereby amended to include in Exhibit "A" attached thereto that real property described in Exhibit "A" to this Amendment.

IN WITNESS WHEREOF, the Declarant has set its hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Carol M. North

Witness
Cynthia Lombardi

Notary Public



DECLARANT:

CRESCENT RIVER, LLC,
a Georgia limited liability company

By: CRESCENT RESOURCES, LLC
Its: Solé Member

By: [Signature]

Name: [Signature]

Title: Vice President

Attest: [Signature]

Name: Susan G. DeShon

Title: Assistant Secretary

[SEAL]



36394
00084

BK 36394 PG 0084

EXHIBIT "A"

Additional Residential Property

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 284 of the 7th District of Gwinnett County, Georgia and being more particularly described as Lots 230 through 234, inclusive, Block M, and Lots 235 through 238, inclusive, and Lot 266, Block L, as shown on that certain Final Subdivision Plat for The River Club, Phase I, Unit 2, prepared by Rochester & Associates, Inc., under the seal of Kedrick C. Scott, Georgia Registered Land Surveyor No. 2831, recorded on December 12, 2003, Plat Book 101, Pages 14-15, in the Office of the Clerk of Superior Court of Gwinnett County, Georgia

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

2016 AUG 12 PM 2:56

RICHARD ALEXANDER, CLERK

306227

Upon recording, please return to:

Please Record and Return to:
Tripiity Title Insurance Agency, Inc.
P.O. Box 1828
Decatur, GA 30031-1828
TTIA File No. 163559.08(B)
www.triapiity.com

Cross Reference to:
Declaration of Covenant for The River Club,
Deed Book 31578, Page 201, *et seq.* of the
Gwinnett County, Georgia Real Property Records

STATE OF GEORGIA
COUNTY OF GWINNETT

**RECREATIONAL ACCESS AND AMENITY EASEMENT AND COST-SHARING
AGREEMENT**

This RECREATIONAL ACCESS AND AMENITY EASEMENT AND COST-SHARING AGREEMENT (this "Agreement") is made this 11th day of August, 2016, by and among CRESCENT RIVER, LLC, a Georgia limited liability company, on behalf of itself, its successors in title, and assigns (the "Declarant"), THE RIVER CLUB COMMUNITY ASSOCIATION, INC., a Georgia nonprofit corporation (the "Association"), and THE RIVER COUNTRY CLUB, LLC, a Georgia limited liability company, on behalf of itself, its successors in title, and assigns (the "Club Owner", together with the Declarant and the Association sometimes collectively referred to hereinafter as the "Parties", and each, a "Party").

BACKGROUND STATEMENT

Declarant is the developer of the planned community located in Gwinnett County, Georgia known as The River Club (the "Community"). Declarant has executed and filed that certain Community Charter for The River Club recorded on October 4, 2002, in Deed Book 29055, Page 108, *et seq.*, in the Office of the Clerk of Superior Court for Gwinnett County, Georgia (as amended or supplemented from time to time, the "Charter"). The real property described on Exhibit "A" to this Agreement, as it shall be amended to include all property for proposed residential development located on the 48.936 acre tract comprising a portion of the real property being developed by the Declarant (the "Residential Property"), comprises a portion of the property submitted to the Charter.

Club Owner is the owner of certain real property more particularly described on to this Agreement (the "**Club Property**" which it has developed with recreational facilities (collectively, the "**Club Facilities**"), including a golf course, golf pro facilities, a clubhouse, and a "**Lakeside Family Sports Center**" comprised of pools, tennis courts, a tennis pro shop, fitness center, youth activities center, picnic area, playground, and fishing areas, which Club Facilities are operated as a private golf and country club known as The River Country Club (the "**Club**"). Portions of the Club Property are adjacent to the Residential Property. The Club Facilities are currently being operated in accordance with the terms of the Declaration of Recreational Covenant for The River Club recorded on March 3, 2003, in Deed Book 31578, Page 201, *et seq.*, in the Office of the Clerk of Superior Court for Gwinnett County, Georgia, the Club's Membership Plan, any rules and regulations promulgated by the Club and all of the instruments and documents referred to therein, as each may exist, or be supplemented and amended from time to time (collectively, the "**Club Documents**").

Declarant has established a residential community with a significant social and recreational component that draws together the owners of homes and homesites within the Residential Property (each, a "**Unit**" and, collectively, "**Units**"), which for purposes of this Agreement shall include lots platted or to be platted for single family residential use within the property described in Exhibits "A" or "B" of the Charter, and shall specifically include up to a maximum of 64 lots for proposed residential development located on the 48.936 acre tract comprising a portion of the Residential Property) and creates a sense of belonging and inclusiveness within The River Club community. In furtherance of this goal, Declarant has organized The River Club Community Association, a Georgia nonprofit corporation (the "**Association**"), as a mandatory membership owners association to administer and enforce the Charter and to operate and maintain certain subdivision improvements and infrastructure for the benefit of the real property subject to the Charter, and has established the Club Owner to administer this Agreement and to operate and maintain social and recreational facilities within The River Club for the benefit of the owners of the Residential Property and such other persons to whom it may extend privileges. The Association is the owner of certain real property more particularly described at Exhibit "C" to this Agreement (the "**Common Area**") for the use and benefit of the Association and its members.

By this Agreement, Declarant and the Club Owner desire to provide for issuance of a membership (each a "**Sports Membership**" and, collectively, "**Sports Memberships**", such Members being "**Sports Members**") for each Unit entitling the Owner (as defined below) and its Authorized Users (as defined below) to use and enjoy the non-golf facilities in the clubhouse, the Lakeside Family Sports Center and other facilities comprising the Club on such terms and conditions as set forth in this Agreement. Declarant and the Club Owner also desire to establish the obligation of the Owner(s) of each Unit to pay a non-refundable initiation fee and such monthly dues for Sports Membership as the Club may establish from time to time in accordance with this Agreement. Additionally, the Declarant and the Association desire to set forth certain operational standards in connection with the Club for the benefit of the Declarant, the Association and the Owners, and to establish a mechanism for the payment of certain costs shared with the Association.

Article I
Declaration of Intent and Binding Effect

Declarant, as the present owner of the Residential Property (or with the consent of any other owners, as evidenced by such owners' written consents attached hereto) and the Club Owner as the owner of the Club Property, hereby declare that all of the Residential Property and all of the Club Property shall be held, sold, and conveyed subject to the covenants, conditions, and easements contained herein, which shall run with the title to the Residential Property and the Club Property. This Agreement shall be binding upon all persons and entities now or hereafter having any right, title, or interest in any portion of the Residential Property or the Club Property, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of and be enforceable by the owners of each portion of the Residential Property and the Club Property, except as otherwise expressly provided or limited herein. Club Owner acknowledges this Agreement and agrees to be bound by the terms hereof.

Article II
Membership

2.1 **Initiation Fee: Issuance of Memberships.**

(a) The Club Owner hereby agrees to reserve a membership for the full use of all Club Facilities (each, a "**Full Membership**" and, collectively, "**Full Memberships**", such Members being "**Full Members**") for each initial purchaser of a Unit.

(b) Except as provided below, not later than fifteen (15) days after conveyance of a Unit to any person other than a builder designated by the Declarant, the person(s) taking title (as identified in the deed of conveyance) (the "**Owner**" or "**Owner(s)**") shall:

(i) complete and return a membership agreement in such form as the Club Owner shall require, identifying each Owner of the Unit, designating the Owner in whose name the Sports Membership shall be issued, and providing information regarding such Owner and other Authorized Users (as defined below) as the Club Owner deems reasonably necessary to facilitate Club operations; and

(ii) pay a non-refundable initiation fee to the Club in such amount as the Club Owner may establish from time to time; provided, however, that the maximum initiation fee charged for Sports Memberships shall not exceed Twenty Thousand Dollars (\$20,000.00) for calendar year 2016. For each year thereafter during the Developer Control Period (as defined below), the maximum initiation fee may only increase one (1) time during any two (2) calendar year period, and such increase shall not exceed one hundred five percent (105%) of the highest

initiation fee charged and paid by or on behalf of an Owner for a Sports Membership during the immediately preceding calendar year. After the expiration of the Developer Control Period, the initiation fee may increase to an amount based upon the greater of (x) one hundred five percent (105%) of the highest initiation fee charged and paid by or on behalf of an Owner for a Sports Membership during the immediately preceding calendar year and may only increase one (1) time during any two (2) calendar year period, or (y) an amount equal to the initiation fees being charged by TPC Sugarloaf as of such date.

Upon receipt of the above, the Club Owner shall cause a Sports Membership to be issued to the Owner designated pursuant to clause (i) above. Such Sports Membership shall constitute a license to use the non-golf facilities of the clubhouse and the Lakeside Family Sports Center subject to such guest, user and service fees and such rules, regulations, and operating policies as the Club Owner may establish from time to time having general applicability to all classes of members entitled to use such facilities subject to the terms and conditions of this Agreement. The Club Owner shall issue only one (1) Sports Membership per Unit. If more than one person holds title to the Unit and the co-Owners fail to designate one Owner in whose name the Membership is to be issued within fifteen (15) days after taking title to the Unit, the Club Owner may issue the Sports Membership in the name of any co-Owner in its discretion and all co-Owners shall be jointly and severally responsible for the obligations of the Sports Membership. For purposes of this Agreement and except for Lots 257 and 258, Owners of Combined Units (as defined in the Charter, as amended) shall be required to pay an initiation fee based on the number of subdivision lots from which the Combined Unit was derived but shall only be required to pay monthly dues for one (1) Sports Membership.

(c) Each initial purchaser of a Unit may upgrade his or her Sports Membership to a Full Membership upon the payment of an upgrade fee (of which Owners of Combined Units shall only pay based on one (1) lot) in an amount equal to the difference between then existing initiation fee for Full Memberships less the Sports Membership paid by such party (an "**Upgrade Fee**"); provided, however, that the maximum Upgrade Fee shall not exceed Fifteen Thousand Dollars (\$15,000.00) for a total initiation fee for Full Memberships of Thirty Five Thousand Dollars (\$35,000.00) for calendar year 2016. For each year thereafter during the Developer Control Period, the maximum upgrade fee may only increase one (1) time during any two (2) calendar year period, and such increase shall not exceed one hundred five percent (105%) of the highest Upgrade Fee charged and paid by or on behalf of an Owner for a Full Membership during the immediately preceding calendar year. After the expiration of the Developer Control Period, the initiation fee may increase to an amount based upon the greater of (x) one hundred five percent (105%) of the highest initiation fee charged and paid by or on behalf of a Full Member for a Full Membership and may only increase one (1) time during any two (2) calendar year period, or (y) an amount equal to the initiation fees being charged by TPC Sugarloaf as of such date. For purposes of this Agreement, Owners of Combined Units shall only be required to pay monthly dues for one (1) Full Membership.

(d) In the event of a change in ownership of the Unit resulting in the Owner in whose name the Membership is issued (each, a "**Member**" and, collectively, Sports Members, Full Members and all other classes of members being collectively referred to as "**Members**") ceasing to hold an ownership interest in the Unit, the Sports Membership shall automatically terminate as to the former Owner and the provisions of this Section shall apply as to the new Owner, except that:

(i) if the Unit was owned by more than one person, any co-Owner who acquired title to the Unit at the same time as the co-Owner whose ownership has terminated may be designated as the new Sports Member and no additional initiation fee shall be due;

(ii) no additional initiation fee shall be due upon transfer of the Sports Membership from one spouse to another; and

(iii) if an initiation fee was paid by or on behalf of the former Owner prior to any portion of the Club Facilities being available for use by Sports Members, then no additional initiation fee shall be due upon any transfer of title to the Unit occurring prior to the time that the non-golf facilities in the clubhouse and the Lakeside Family Sports Center are completed and available for use by Sports Members.

Except as set forth above, any change in ownership of a Unit resulting in any portion of the ownership interest coming to rest in the hands of a person or entity that did not hold an ownership interest on the date the Sports Membership was issued, or any change in more than ten percent (10%) of the ownership interest in any legal entity holding title to a Unit, or any lesser percentage if the Club Owner reasonably determines that such change in ownership was undertaken for the purpose of avoiding the payment of an initiation fee hereunder, shall constitute a change in ownership requiring payment of another initiation fee pursuant to subsection (a) above.

Each Owner transferring his or her ownership interest in a Unit shall be responsible for informing the subsequent Owner in writing of this obligation prior to entering into a contract for the sale of the Unit or otherwise transferring any interest in the Unit.

For the purposes of this Section 2.1 only, the term "**Developer Control Period**" shall mean that period of time commencing on the date of the Association's incorporation and terminating upon the first of the following to occur:

(a) December 31, 2027; or

(b) the date upon which the Declarant owns less than five (5) lots in the Community.

2.2 Exercise of Membership Privileges.

The "Authorized Users" of a Sports Membership issued pursuant to this Agreement shall be as follows:

(a) in the case of an individual Sports Member, the named Sports Member and, if married, his or her spouse, or if unmarried, a "Significant Other" as defined below, and in either case the unmarried children of the Sports Member aged 24 and under who are living with the Sports Member, attending school on a full-time basis, or serving in the United States Armed Services;

(b) in the case of a Sports Member which is a legal entity, one individual whom the Sports Member designates in writing to the Club ("Entity Member") and, if married, his or her spouse or, if unmarried, his or her Significant Other, and in either case the unmarried children of the Entity Member aged 24 and under who are living with the Entity Member, attending school on a full-time basis, or serving in the United States Armed Services;

A "Significant Other" is an individual who resides with an unmarried Sports Member or unmarried Entity Member who the Sports Member or Entity Member has designated as a "Significant Other" in a written agreement with the Club. Such designation may be changed no more than once in any calendar year upon payment of such change fees as the Club Owner may establish, not to exceed the amount charged any other classification of Sports Members for the privilege of making such a change.

All privileges of Sports Membership shall be limited to operating hours and subject to such policies and rules, including such disciplinary procedures and sanctions, as the Club Owner may establish and modify from time to time.

2.3 **Term of Memberships: Covenant to Maintain.** The Owner(s) of each Unit shall take the steps required under Section 2.1 to acquire the Sports Membership for their Unit and shall maintain such Sports Membership in good standing as long as they hold title to the Unit; provided, if the Club offers and the Owner accepts the opportunity to upgrade the Sports Membership to another category of membership with greater use privileges, this requirement shall be deemed satisfied so long as the Owner holds in good standing any category of membership in the Club with greater use privileges than Sports Membership. In such case, the Owner may resign the upgraded category of membership on such terms and in accordance with such membership policies as the Club Owner may establish, but the Owner must continue to hold at least a Sports Membership in the Club as long as the Owner holds title to a Unit. A former Sports Member shall remain obligated for all charges incurred on account of such membership prior to such termination.

2.4 **No Ownership Interest.** No Owner, by virtue of ownership of a Unit or by virtue of holding a Sports Membership in the Club, acquires any ownership interest, beneficial interest, or other vested interest whatsoever in the Club or the Club Property, but only the privilege of using and enjoying the non-golf facilities of the clubhouse and the Lakeside Family

Sports Center in accordance with this Agreement and the Club's membership policies and rules, which are subject to change from time to time.

Article III Obligation to Pay Membership Fees

3.1 **Covenant to Pay.** Each Owner, by accepting title to a Unit, covenants and agrees to pay to the Club the non-refundable initiation fee described in **Section 2.1(a)**, fees associated with any upgrade from Sports Membership to another category of membership offered by the Club, periodic dues, and any food and beverage minimum established by the Club from time to time (not to exceed the amount of any food and beverage minimum paid by Full Members), as well as user fees, and other charges incurred by the Owner or other Authorized Users of the Sports Membership or any membership to which the Owner's Sports Membership is upgraded, if applicable, all in such amount as the Club shall specify from time to time, subject to the terms of this Agreement (collectively, "**Membership Fees**").

The Club shall set the amount of dues for each membership year, with yearly dues for Owner Memberships not to be increased by more than the greater of (i) three percent (3%) from the dues charged for the immediately preceding membership year or (ii) the increase in the Consumer Price Index (as defined below).

For purposes of this Agreement, the term "**Consumer Price Index**" is defined to be the index for the nation, now known as the United States Bureau of Labor Statistics, Consumer Price Index, for All Urban Consumers (CPI-U) -- U.S. City Average, All Items (1982-84=100); and if the Consumer Price Index will be discontinued or altered, then any successor Consumer Price Index, of the United States Bureau of Labor Statistics, or successor agency thereto, for the U.S. City Average will be used, unless approved by Declarant and the Association in writing.

Any usage fees charged to Sports Members shall not exceed the amount charged to other classes of members with comparable use privileges.

3.2 **Payment.** All Membership Fees, together with interest (computed from its due date at a maximum rate of eighteen percent (18%) per annum, subject to the limitations of Georgia law), late charges, costs, and reasonable attorneys' fees, shall be the personal obligation of the Owner(s) of the Unit and shall constitute an assessment against the Unit. Upon a transfer of title to a Unit, the grantee under the deed evidencing such transfer and conveyance shall be jointly and severally liable with the grantor thereunder for any Membership Fees due at the time of conveyance.

The Club Owner's failure to establish Membership Fees or to notify Owners of the Membership Fees shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Membership Fees.

3.3 **Lien for Membership Fees.** Subject to any limitations imposed by Georgia law, the Membership Fees shall also constitute a lien on the Unit against which they are levied from the time such Membership Fees become due until paid. The lien shall also secure payment of

interest (subject to the limitations of Georgia law), late charges, and costs of collection (including attorneys' fees, lien fees, and administrative costs). Such lien shall be superior to all other liens, except any lien of the Association and the lien or charge of any recorded deed to secure debt or similar security instrument having first priority over all other such instruments ("**First Mortgage**") made in good faith and for value, and those deemed by Georgia law to be superior. The Club Owner may enforce such lien when any Membership Fee is delinquent, by suit, judgment, or foreclosure in the same manner as the lien of any First Mortgage (including nonjudicial foreclosure, to the extent permitted by Georgia law).

The Club Owner may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. The Club Owner may sue for unpaid Membership Fees and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit shall not affect the above-described lien or relieve such Unit from the lien for any subsequent Membership Fees, except that the sale or transfer of any Unit pursuant to foreclosure of the First Mortgage shall extinguish the lien as to any Membership Fees due prior to the foreclosure.

3.4 Declarant's Units Excluded. The granting of a Sports Membership and the obligation for Membership Fees pursuant to this Agreement shall not apply to any Unit owned by Declarant, while so owned.

3.5 No Builder Obligations. Builders (as defined in the Charter) shall not be obligated to purchase Sports Memberships for Units owned by such Builders solely for purposes of development and resale.

3.6 Independent Covenant. The obligation to pay the amounts provided for herein shall be mandatory and shall be a separate and independent covenant on the part of the Owner(s) of each Unit. No Owner may exempt himself or herself from liability for Membership Fees by non-use of the Club Facilities, abandonment of his Unit, or any other means. No diminution or abatement of Membership Fees or set-off shall be claimed or allowed for any alleged failure of the Club Owner to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

3.7 Suspension of Obligations. Notwithstanding the above, the obligations of Owners hereunder shall be suspended during any period in which the Club fails to make swimming, tennis and fitness facilities available for use by Sports Members in accordance with **Article IV** of this Agreement; provided, no such suspension shall take effect until all of the facilities in any such category have been unavailable or non-operational for a period of thirty (30) consecutive days or for thirty (30) days out of any sixty (60) day period, exclusive of temporary or seasonal closings permitted under **Section 4.1**. Upon reopening of the facilities thereafter, any initiation fees payable for transfers of title taking place during the period of suspension shall be immediately due and payable.

Article IV
Obligations of Club

4.1 **Maintenance and Operation.** The Club Owner shall maintain the Club Facilities at all times in a condition comparable to or better than the historical conditions at the Club. The Club Facilities shall remain in continuous operation, subject to such reasonable operating hours and seasonal closings as the Club Owner may reasonably establish and subject to the right of the Club Owner to temporarily close the facilities to host tournaments, private functions, and other special events (provided that any such temporary closing shall be reasonable in scope and duration and will not displace prime weekend tee times for resident Full Members as determined based on historical use of the Club), or as may be reasonably necessary to perform maintenance or repairs. Club Owner may not terminate or materially impair the rights of the Sports Members from using the Lakeside Family Sports Center other than as may be prescribed by the Club Documents for nonpayment of Club charges or in connection with discipline or expulsion for improper conduct.

4.2 **Insurance.** The Club Owner shall obtain and maintain continuously in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements comprising the Club Facilities. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The limits of such property insurance shall be sufficient to cover the full replacement cost of the Club Facilities including the insured improvements and personal property thereon under current building ordinances and codes;

(b) Commercial general liability insurance on the Club Facilities, insuring the Club Owner and its members for damage or injury caused by the negligence of the Club Owner or any of its members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least Two Million Dollars (\$2,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies; and

(c) Such other insurance on the Club Facilities or any replacements or substitutions therefor in reasonable amounts against other insurable casualties which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the size and type of the Club Facilities, their construction, location, use and occupancy, or any replacements or substitutions therefor.

4.3 **No Name Change.** The name of the Club shall not be changed from "The River Country Club" in connection with the use of the Club Facilities without the prior written consent of Declarant during the Founder Control Period (as defined in the Charter) and the Association, which consent shall not be unreasonably withheld, delayed or conditioned.

4.4 **Adherence to Design Guidelines.** Club Owner shall not make modifications to the clubhouse or other Club Facilities inconsistent with the Design Guidelines adopted pursuant to Section 5.1 of the Charter and in effect at the time of the recording of this Agreement.

4.5 **No Club Conversion.** Notwithstanding any language to the contrary contained in the Club Documents, the Club Owner shall not convert the Club to a member-owned or equity club without the prior written consent of the Declarant, which consent shall not be unreasonably withheld, delayed or conditioned so long as the rights and privileges afforded to Sports Members as set forth herein are not adversely impacted.

4.6 **No Assessments.** Members shall not be subject to capital or operating assessments related to the costs and expenses of constructing or operating the Club Facilities, unless such assessments are approved by a majority of the Members in writing. Any contribution to a reserve in the Club's operating budget for maintenance, repairs and replacements shall not be considered an assessment. The Club Owner can, at any time, make improvements to the Club Facilities; provided, however, that such improvements shall be at Club Owner's sole expense. The Club Owner shall be responsible for all deficits.

4.7 **Maximum Number of Members.** As of July 1, 2016, there are 216 Full Members in the Club. The Club will have no more than four hundred twenty five (425) Full Memberships issued at any time; provided, however that such number shall be subject to increase to the extent necessary to make Full Memberships available to initial purchasers of the Units pursuant to Section 2.1(a) above.

4.8 **Restricted Outside Use of Club Facilities.** The Club Owner shall not permit the public sale of rounds of golf or the use of the Club Facilities via websites, discounted play cards or comparable methods. The Club Owner, however, may permit reciprocal use of the golf course by members of other private country clubs with comparable facilities, provided that such use will not displace prime weekend tee times for resident Full Members as determined based on historical use of the Club and that the Full Members will be afforded comparable opportunities to play at such other private country clubs.

4.9 **Declarant Honorary Memberships.** The Club Owner shall issue up to four (4) honorary memberships ("**Declarant Honorary Memberships**") to persons selected and identified on the effective date of this Agreement by Declarant at Declarant's sole discretion. Declarant Honorary Memberships shall not count against any limits on the number of Full Memberships and will be non-transferable. Declarant Honorary Members are to be provided with complimentary golf privileges, will not be obligated to pay membership initiation fees or annual dues, and will have the same privileges to use the Club Facilities as Full Members, but shall be required to pay food and beverage, pro shop and similar charges incurred while using the Club Facilities. In the event of the resignation by a Declarant Honorary Member, the recall by Declarant or revocation by Club Owner of a Declarant Honorary Membership, or the death of a Declarant Honorary Member, the Club Owner shall reissue such Declarant Honorary Membership to another person selected by Declarant; provided however, that Club Owner may only reissue a Declarant Honorary Membership one (1) time during any calendar year. Any Declarant Honorary Memberships issued by the Club Owner pursuant to this Section 4.9 shall not limit the number of other types of honorary memberships the Club Owner may issue in its

absolute and sole discretion, or include the four (4) Founder Memberships existing as of the effective date of this Agreement.

4.10 Promotional Use of Club Facilities. During the Founder Control Period, Club Owner shall provide Declarant with the right to promote the Club in advertisements and promotional materials by making reference to the Club and the availability of memberships in the Club, subject to the Club's review and approval of such promotional materials, such approval not to be unreasonably withheld or conditioned. The Club Owner shall additionally provide Declarant and its designees with reasonable accommodations for prospective purchasers of Units or finished homes located within The River Club to utilize the Club Facilities without the payment of guest fees or greens fees no more than one (1) time for any individual prospective purchaser unless otherwise approved by the Club Owner in its sole and absolute discretion. Notwithstanding the foregoing, Declarant and its designated brokers and marketing staff shall not be subject to any of the foregoing limitations for golf played with prospective purchasers, and there shall be no limitations regarding use of the Club's food and beverage facilities for promotional purposes including, without limitation, by representatives of the Builders Guild members or their brokers, provided that the costs incorporated in connection therewith are paid by such parties at the time of service.

4.11 Membership Upgrades. Subject to Section 2.1(c) above, each Owner shall have an opportunity at any time to upgrade their Sports Membership to a Full Membership, to the extent available, upon the payment of a further initiation fee payment equal to the difference between the then applicable initiation fee for Full Memberships as set forth in the Club Documents and the initiation fee paid by such Sports Member in connection with their Sports Membership.

4.12 Sale of Memberships to Non-Owners.

(a) Following the effective date of this Agreement, the Club Owner shall provide prompt written notice to Declarant of any new membership programs (including any initiation fee or monthly dues changes and any financing offerings) made available to non-Owners ("**Non-Owner Membership Programs**").

(b) Upon receipt of such written notice from the Club Owner, Declarant may, in its sole discretion, identify, and provide written notice to the Club Owner (the "**Election Notice**") of those certain Non-Owner Membership Programs that it elects to be made available to prospective Owners (the "**Identified Programs**"). Upon its receipt of the Election Notice, the Club Owner shall offer the Identified Programs to all prospective Owners including, but not limited to, any Identified Programs which were offered within the immediately preceding 12-month period from the date that any such prospective Owner entered into a lot purchase agreement with Declarant.

(c) Notwithstanding anything to the contrary contained in this Agreement, in the event that a Non-Owner Membership Program offers reduced monthly dues as a Non-Owner Membership Program or as part of a Non-Owner Membership Program, the reduced monthly dues must be offered to all prospective Owners of equal membership classification. For illustrative purposes only, in the event that membership dues for non-Owners sold following the

effective date of this Agreement are lower than those monthly dues for any prospective Owner with respect to any classification of membership, the membership dues for the affected prospective Owner shall be automatically reduced to the amount payable by any such non-Owner Member effective as of the date of the enrollment date of any such prospective Owner.

4.13 Food and Beverage Minimums. The Club Owner may require the payment by Members of periodic food and beverage minimums ("**F&B Minimums**"), subject to the limitations described in this paragraph. Applicable F&B Minimums shall be consistent with historical F&B Minimums in connection with the Club and shall not increase by more than three percent (3%) from the immediately preceding calendar year.

4.14 Right of Second Exclusive Offer. The Club Documents set forth a sixty (60) day exclusive right of first offer in favor of the Members to make an offer to purchase the Club Facilities prior to soliciting offers from the general market (the "**Member ROFO**"). The Member ROFO is evidenced by that certain Memorandum of Right of First Offer dated June 16, 2008, and filed July 28, 2008, in Deed Book 48993, Page 798, *et seq.*, in the Office of the Clerk of Superior Court for Gwinnett County, Georgia. The Declarant shall have a sixty (60) day right of second offer to purchase the Club Facilities subject to the right of the Members to exercise the Member ROFO (the "**Declarant ROSO**"), which Declarant ROSO shall commence fifteen (15) days following the commencement of the Member ROFO and the delivery by the Club Owner to the Declarant of a notice setting forth all material economic terms delivered to the Members in connection with Member ROFO. If neither the Members make an offer in connection with the Member ROFO nor the Declarant makes an offer during the term of the Declarant ROSO, the Club Owner may solicit and accept offers from the general market. If, thereafter, the Club Facilities are either (a) not sold to a third party within one (1) year following the commencement date of the Declarant ROSO, or (b) the purchase price procured by Club Owner for the sale of the applicable Club Facilities is less than ninety five percent (95%) of the monetary consideration set forth in the original notice of the Declarant ROSO from the Club Owner, then the Declarant ROSO shall remain in effect, in which event Declarant shall again have sixty (60) days after receipt of notice from Club Owner regarding the revised offer in which to act on the Declarant ROSO with respect to the Club Facilities as contemplated hereunder.

Article V Covenant to Share Costs

5.1 Maintenance of Areas of Common Responsibility by the Association. It is expressly understood between the Parties that continued maintenance of the roadways and other Areas of Common Responsibility (as defined in the Charter) within the Community is critical to the Club. Except as otherwise provided at Section 5.2 below, the Association shall maintain, repair, and insure the Areas of Common Responsibility, at its sole expense and in a manner consistent with the Community-Wide Standard and the Association's other rights and obligations under the Community Charter. In order to fulfill this obligation, Club Owner hereby grants and conveys to the Association, its successors, assigns and designees the nonexclusive right and easement to enter upon portions of the Club abutting the Common Area as is reasonably necessary. Club Owner shall not be responsible for the payment of any charges, assessments, or monetary contributions to the Association for use of the Areas of Common Responsibility by Club Owner, and any of its members, invitees, employees or agents.

5.2 Provision of Irrigation Water to Areas of Common Responsibility by Club Owner. It is expressly understood between the Parties that the Club and certain portions of the Areas of Common Responsibility are currently served with well water for purposes of irrigation, and that such irrigation water is supplied by the pump system owned, maintained and operated by Club Owner from Pond "R", which pond is owned and maintained by Club Owner.

(a) Club Owner shall supply the Association with irrigation water for existing and future landscaped Areas of Common Responsibility, without charge, except for those areas currently served or to be served by potable water delivered by the local water authority and metered and paid directly by the Association. In the event that any of such water usage is derived from water systems for which the Club Owner is charged, the Association shall be responsible for and shall pay to the Club Owner the actual metered charges associated for the water utilized by the Association.

(b) The Association shall not be responsible for the payment of any charges for electricity incurred in connection with the operation of the main pump station, transfer pump station, or any well pumps.

(c) The Association shall not be responsible for payment of any fertigation products used by the Club Owner for the irrigation system or in connection with any pump-related maintenance, including, without limitation, preventative maintenance, pump replacements, motor replacements, main line repairs, or required repairs necessary to maintain the irrigation system in operation.

(d) The Parties agree and acknowledge that the Club Owner has first right to the use of any and all irrigation water reasonably required to service the golf course in the event of a critical drought of a D2 (severe drought), D3 (extreme drought) or D4 (exceptional drought) classification, or equivalent thereof based on future regulatory categorizations established for the area within which the Community is located, or any drought in which water usage may be proscribed or curtailed by any applicable governmental authority; provided, however, that in such circumstances the Club Owner shall take reasonable measures to mitigate any damage to any portion of the Areas of Common Responsibility. In the event of a D3 or D4 drought, the Association agrees to undertake reasonable and appropriate measures to comply with any state or local restrictions relating to irrigation imposed by governmental agencies, with watering days and times to be coordinated and monitored by the Club superintendent to ensure that a pump station failure due to low water levels in the wells does not occur.

(e) In addition to the easements granted the Club Owner pursuant to the Community Charter, the Association hereby grants and conveys to the Club Owner, its successors, assigns and designees, the nonexclusive right and perpetual easement to enter upon portions of the Areas of Common Responsibility as is reasonably necessary to access, inspect and monitor any and all water usage meters, existing or hereinafter installed. Club Owner shall promptly restore any portions of the Areas of Common Responsibility disturbed or damaged in connection with its exercise of the aforesaid easement to as close to its previous condition as is commercially reasonable and practicable. Any additional water usage meters required to be installed, repaired or

replaced within the Areas of Common Responsibility currently, or to be, serviced by the Club Owner's irrigation water shall be at the sole cost and expense of the Association.

(f) The Club Owner recognizes the importance of sightly and well-maintained water facilities within the Community. Accordingly, Club Owner will: (i) install, keep, maintain, and replace pumps and irrigation systems in order to provide water for the irrigation of all or any portion of the Area of Common Responsibility; (ii) construct, maintain, and repair any bulkhead, wall, dam, or other structure retaining water and (iii) remove trash and other debris therefrom and fulfill maintenance responsibilities as provided in this Agreement. Additionally, Club Owner will not voluntarily drain any lake or pond owned and maintained by Club Owner without the Association's prior written consent.

Article VI Enforcement

6.1 **Delinquency.** In the event that either Club Owner or Association is delinquent in any payment of assessment or any other monetary amount due to the other party hereto pursuant to this Agreement for a period of more than thirty (30) days following delivery of a written invoice therefor, then the Party owed such monies may charge a reasonable late charge plus interest (at a rate not to exceed twelve percent (12%) per annum from the thirtieth (30) day until the date of payment) on the principal amount plus all costs of enforcement and collection, including, but not limited to, reasonable attorneys' fees actually incurred and any other amounts provided or permitted by law. In the event that the assessment or monetary amount remains unpaid after ninety (90) days, the aggrieved Party may institute suit to collect such amounts. All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest and then to the principal amount of the delinquent assessment or monetary amount.

6.2 **Dispute Resolution.** Upon the written request of any party to this Agreement, a meeting will be held between executive-level representatives of the Parties who have the authority to settle disputes or claims arising out of this Agreement. The meeting will be held within thirty (30) days of receipt of the written request, and the authorized representatives will negotiate in good faith to resolve the dispute or claim at issue. This Section will be without prejudice to judicial or other remedies available to the Parties.

6.3 **Arbitration.** In the event of any controversy or claim arising out of or relating to this Agreement, or the breach thereof, any party may call for arbitration by written demand to the other party and thereafter all disputes arising out of or in connection with the this Agreement or the operations carried out under this Agreement, including without limitation any disputes as to the Club Owner's alleged failure to undertake, perform, and/or complete Club Owner's maintenance obligations as required in Article IV, or Declarant's or the Association's failure to undertake, perform and/or complete its obligations under the share cost provisions of this Agreement or with regard to the Areas of Common Responsibility under the Community Charter, shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association in Atlanta, Georgia by one or more arbitrators appointed in accordance with the said rules on an expedited basis. The parties will act on a reasonably timely basis to select an arbitrator with not less than five (5) years' experience in the area of expertise on which

the dispute is based (e.g. with respect to operational matters, experience in the management and operation of golf course communities of generally the same class and category as the Community, or, with respect to financial matters, experience in the financial or economic evaluation or appraisal of such first-class golf course communities). The Parties agree that it is their express desire that judgment upon an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Except as set forth in **Section (c)** below, arbitration shall be the sole means of redress of claims or controversies arising out of, in connection with, or relating to this Agreement or any modification or extension thereof (including any claim for damages or rescission). The place of arbitration shall be Atlanta, Georgia.

6.4 Award; Judicial Assistance. The award of the arbitrator shall be final and binding. At the arbitrator's discretion, legal costs and fees may be allocated between the Parties; however, the costs of arbitration shall be borne by the unsuccessful party. The Parties waive any right to appeal the arbitral award, to the extent such rights may be lawfully waived. Each party retains the right to seek judicial assistance: (a) to compel arbitration; (b) to obtain interim measures of protection pending arbitration; and (c) to enforce any decision of the arbitrator(s), including the final award.

6.5 No Set-Off. Each claim of any party under this Agreement shall be separate and distinct, and no defense, set-off, offset or counterclaim arising against the enforcement of any lien or other claim of any party to this Agreement shall thereby be or become a defense, set-off, offset or counterclaim against the enforcement of any other lien or claim.

6.6 Cumulative Remedies. The rights and remedies of the Parties described in this Article VI or elsewhere in this Agreement are cumulative and not intended to be exclusive of any other remedies to which each party may be entitled at law or in equity or by statute. The exercise by any party to this Agreement of any right or remedy to which it is entitled hereunder shall not preclude or restrict the exercise of any other right or remedy provided hereunder or at law and equity.

Article VII General

7.1 Notice. Any notice provided for in this Agreement shall be served personally or shall be mailed by registered or certified mail to the addresses specified below unless the intended recipient has specified, by written notice in accordance with this **Section 7.1**, a different address for delivery of notices, in which case the notice shall be addressed to such different address:

To the Declarant:	Crescent River, LLC c/o Crescent Communities, LLC 227 West Trade Street, Suite 1000 Charlotte, NC 28202
-------------------	--

To the Association: The River Club Community Association, Inc.
5090 Hutchins Ferry Road
Suwanee, GA 30024

To Club Owner: The River Country Club, LLC
681 Trinity Place
Suwanee, GA 30024

7.2 **Amendment.** So long as Declarant owns any portion of the property subject to the Charter, or has an option unilaterally to submit additional property to the Charter in accordance with its terms, Declarant may unilaterally amend this Agreement to include additional property on Exhibits "A" or "C" to this Agreement or within the Community; provided, if the Declarant is not the owner of the property substituted or added, the consent of such owner shall be required. Otherwise, this Agreement may be amended only by an instrument signed by the Club Owner, the Association and Declarant, so long as Declarant has any rights under this Article, and recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia.

Amendments to this Agreement shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted.

7.3 **Duration: Termination.** This Agreement may be terminated only by an instrument signed by the Club Owner, the Association, and by Declarant, so long as Declarant has any rights under this Article, and recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia. Unless terminated as provided herein, this Agreement shall continue in effect for a minimum of twenty one (21) years from the date it is recorded and thereafter shall be extended automatically for successive twenty (20) year periods. If any provision of this Agreement is judicially determined to be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

7.4 **Transfer of Club Facilities.** The transfer of the Club Property shall not affect the continued validity or enforceability of this Agreement, unless terminated in accordance with Section 7.3.

7.5 **Construction: Severability.** This Agreement shall be governed by and construed under Georgia law. Invalidation of any provision of this Agreement, in whole or in part, by judgment or court order shall not affect other provisions.

7.6 **Waiver.** No failure of Declarant, the Club Owner, or the Association to exercise any right or power under this Agreement or to insist upon strict compliance with this Agreement and no custom or practice at variance with the terms of this Agreement shall constitute a waiver of the right thereafter to demand exact compliance with the terms of this Agreement.

7.7 **Captions.** The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

DECLARANT:

CRESCENT RIVER, LLC, a Georgia limited liability company

By: CRESCENT COMMUNITIES, LLC, a Georgia limited liability company, Its Manager,

By: *Keith Glenn*
Keith Glenn, Its Sr. Vice-President

Signed, sealed, and delivered this 27th day of July, 2016, in the presence of:

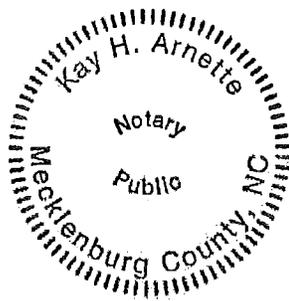
Address: c/o Crescent Communities, LLC
227 West Trade Street, Suite 1000
Charlotte, North Carolina 28202

Glenda Reddige
Witness

Kay H. Arnette

Notary Public

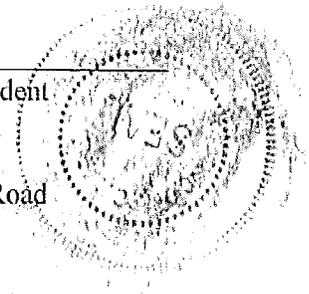
My Commission expires June 28, 2019
[NOTARY SEAL]



ASSOCIATION:

THE RIVER CLUB COMMUNITY
ASSOCIATION, INC., a Georgia nonprofit
corporation

By: T. Scott Dozier
T. Scott Dozier, Its President



Signed, sealed, and delivered
this 16 day of July,
2016, in the presence of:

Address: 5090 Hutchins Ferry Road
Suwanee, GA 30024

[CORPORATE SEAL]

D. Chowning
Witness

Daphne L. Chowning
Notary Public

[NOTARY SEAL] DAPHNE L. CHOWNING
NOTARY PUBLIC - GEORGIA
WINNETT COUNTY
MY COMMISSION EXPIRES JULY 23, 2011

CLUB OWNER:

THE RIVER COUNTRY CLUB, LLC, a
Georgia limited liability company

By: CRESCENT COMMUNITIES, LLC, a
Georgia limited liability company, Its Manager,

By: *Keith Glenn*
Keith Glenn, Its Sr. Vice-President

Signed, sealed, and delivered
this 27th day of July,
2016, in the presence of:

Address: 681 Trinity Place
Suwannee, GA 30024

Gloria Hedger
Witness

Kay H Arnette
Notary Public

My commission expires June 28, 2019
[NOTARY SEAL]

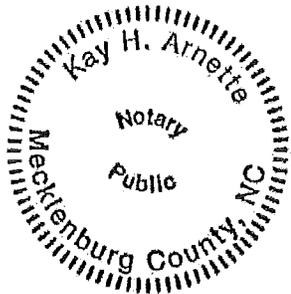


EXHIBIT "A" (Page 1 of 3)

TRACT ONE

All that tract or parcel of land lying and being in Land Lots 284, 285 and 312 of the 7th Land District, Gwinnett County, Georgia and being more particularly described as follows;

To find the true point of beginning, commence at the intersection of the northwesterly right of way of Gunnison Trace (50' Private Roadway) and the northeasterly right of way of Middle Fork Trail (50' Private Roadway); THENCE traveling on said northeasterly right of way of Middle Fork Trail along a curve to the left having a radius of 505.00 feet and an arc length of 155.06 feet being subtended by a chord bearing of North 33 Degrees 01 Minutes 12 Seconds West and a chord distance of 154.46 feet to a point, said point marked by a scribed X, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, traveling South 48 Degrees 03 Minutes 58 Seconds West for a distance of 50.00 feet to a point on the southwesterly right of way of Middle Fork Trail (50' Private Roadway), said point marked by a ½ inch rebar pin set; THENCE along a curve to the right having a radius of 455.00 feet and an arc length of 217.90 feet being subtended by a chord bearing of South 27 Degrees 59 Minutes 17 Seconds East and a chord distance of 215.82 feet to a point, said point marked by a ½ inch rebar pin set; THENCE leaving said right of way and traveling South 89 Degrees 51 Minutes 21 Seconds West for a distance of 527.34 feet to a point, said point marked by a ½ inch rebar pin set; THENCE North 88 Degrees 19 Minutes 19 Seconds West for a distance of 353.73 feet to a point, said point marked by a ½ inch rebar pin set; THENCE North 40 Degrees 37 Minutes 07 Seconds West for a distance of 133.78 feet to a point, said point marked by a ½ inch rebar pin set; THENCE North 48 Degrees 03 Minutes 53 Seconds West for a distance of 109.95 feet to a point, said point marked by a ½ inch rebar pin set; THENCE North 33 Degrees 35 Minutes 23 Seconds West for a distance of 194.79 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 07 Degrees 10 Minutes 43 Seconds East for a distance of 820.65 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 53 Degrees 09 Minutes 55 Seconds East for a distance of 180.03 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 86 Degrees 45 Minutes 43 Seconds East for a distance of 510.53 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 08 Degrees 45 Minutes 44 Seconds East for a distance of 269.07 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 48 Degrees 03 Minutes 56 Seconds East for a distance of 510.75 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 29 Degrees 52 Minutes 30 Seconds East for a distance of 1365.48 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 46 Degrees 30 Minutes 46 Seconds West for a distance of 393.32 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 69 Degrees 38 Minutes 36 Seconds West for a distance of 242.01 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 66 Degrees 46 Minutes 17 Seconds West for a distance of 69.21 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 48 Degrees 03 Minutes 58 Seconds West for a distance of 252.86 feet to a point, said point marked by a scribed X, said point being THE TRUE POINT OF BEGINNING.

Said property contains 48.936 Acres

Together with easement rights contained in Drainage Easement Agreement, dated August 11, 2016, filed 8-12-16, Deed Book 5A506 Page 660, Gwinnett County, Georgia records.

EXHIBIT "A" (Page 2 of 3)

TRACT TWO

All that tract or parcel of land lying and being in Land Lots 278, 279, 283, 284, 285, 313 and 314, 7th District, Gwinnett County, Georgia, more particularly described as follows:

Lots 5 and 8, Block A, The River Club, Phase 1, as shown on the recorded plat filed in Plat Book 109, Pages 239, as last revised by plat filed in Plat Book 123, page 134, Gwinnett County, Georgia records.

Lot 230, Block M, The River Club, Phase 1, Unit 2, as shown on the recorded plat filed in Plat Book 101, Page 14, as revised by plat filed in Plat Book 115, Page 186, Gwinnett County, Georgia records.

Lots 84, 88 and 96, Block D, The River Club, Phase II, Unit 1, as shown on the recorded plat filed in Plat Book 100, Page 266, as revised by plat filed in Plat Book 105, Page 148, and as last revised by plat filed in Plat Book 118, Page 203, Gwinnett County, Georgia records.

Lot 128, Block E, The River Club, Phase II, Unit 2, as shown on the recorded plat filed in Plat Book 102, Page 179, as last revised by plat filed in Plat Book 106, Page 52, Gwinnett County, Georgia records.

Lot 355, Block H, The River Club, Phase 3, Unit 1, as shown on the recorded plat filed in Plat Book 111, Page 108, as last revised by plat filed in Plat Book 134, Page 43, Gwinnett County, Georgia records.

Lots 245, 247, 254, 257, 258 and 264 Block H, The River Club, Phase 4, Unit 1, as shown on the recorded plat filed in Plat Book 116, Page 150, as revised by plat filed in Plat Book 123, Page 248, and as last revised in Plat Book 132, Page 1, Gwinnett County, Georgia records.

Lots 173, 176, 177 and 220, Block M, The River Club, Phase IV, Unit 2, as shown on the recorded plat filed in Plat Book 110, Page 32, as last revised by plat filed in Plat Book 133, Page 17, Gwinnett County, Georgia records.

Lots 186, 187, 188 and 189, Block T, The River Club, Phase 5, Unit 1, as shown on the recorded plat filed in Plat Book 111, Page 97, as last revised by plat filed in Plat Book 134, Page 49, Gwinnett County, Georgia records.

EXHIBIT "A" (Page 3 of 3)

TRACT THREE

All that tract or parcel of land located in Land Lot 283 of the 7th District, Gwinnett County, Georgia, being Lots 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 207, 208, 209, 210, 211, 213, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296 and 298, The River Club, Phase 5, Unit 2, and the portions of Crescent River Pass and Hanalei Hollow which were not conveyed by the Quitclaim Deed from Crescent River, LLC to The River Club Community Association, Inc. recorded in Deed Book 46261, Page 746, as shown on the recorded plat filed in Plat Book 133, Page 225, Gwinnett County, Georgia records.

TOGETHER WITH SUCH RIGHTS OF INGRESS AND EGRESS over that certain Gravel Road known as Settles Bridge Road and Hutchins Ferry Road as granted by Georgia Supreme Court decision dated November 21, 1990, case number S90a0678 (Glass et al. v. Carnes et al.), S90a0679 (Charlock Investments USA, Inc. v. Carnes et al.) and S90a0071 (Glass et al. v. Carnes et al.).

AND TOGETHER WITH EASEMENT RIGHTS CONTAINED IN THE FOLLOWING:

- a) Limited Warranty Deed, dated April 10, 2001, filed April 11, 2001, recorded in Deed Book 22796, Page 2, Gwinnett County, Georgia records, and
- b) Sanitary Sewer Easement, dated October 1, 2002, filed October 22, 2002, recorded in Deed Book 29338, Page 216, Gwinnett County, Georgia records.
- c) Community Charter for The River Club by Crescent River, LLC, a Georgia limited liability, dated September 25, 2002, filed October 4, 2002, recorded in Deed Book 29055, Page 108, aforesaid records; as amended by that certain Amendment to Community Charter for The River Club by Crescent River, LLC, a Georgia limited liability company, dated October 2, 2003, filed October 14, 2003, recorded in Deed Book 35375, Page 172, aforesaid records; as further supplemented by Supplemental Community Charter for the River Club, filed December 9, 2003, recorded in Deed Book 36281, Page 105, aforesaid records; as further supplemented by Supplemental Community Book 36394, Page 78; as further amended by Second Amendment dated December 17, 2003, filed December 22, 2003, recorded in Deed Book 36453, Page 205; as further amended by Amendment to By-Laws of the River Club Community Association, Inc. dated June 22, 2009, filed June 26, 2009, recorded in Deed Book 49561, page 201; and further amended by Amendment to Charter, dated August 11, 2016, filed 8-12-16, Deed Book 5A506 Page 639; and further amended by Supplement to Charter, dated August 11, 2016, filed 8-12-16 Deed Book 5A506 Page 635, Gwinnett County, Georgia records.

EXHIBIT "B"**Club Property**Legal Description

THOSE SIX (6) TRACTS OR PARCELS OF LAND lying and being in Land Lots 278, 279, 283, 284, 285, 314, of the 7th District, Gwinnett County, Georgia, and being more particularly described as follows:

Tract I - Holes 1, 9, 10, 16, 17 and 18

All that tract or parcel of land lying and being in Land Lot 283, 284 and 314 of the 7th District, Gwinnett County, Georgia and being more particularly described as follows:352.09

Beginning at a 2" open top pipe found at the Southeast corner of Land Lot 283, aforesaid district and county; thence, proceed North 16 degrees 14 minutes 24 seconds East for a distance of 70.58 feet to a point; thence North 12 degrees 22 minutes 15 seconds East for a distance of 488.22 feet to a point; thence North 07 degrees 02 minutes 07 seconds East for a distance of 106.99 feet to a point; thence North 12 degrees 23 minutes 16 seconds East for a distance of 106.37 feet to a point; thence North 12 degrees 23 minutes 29 seconds East for a distance of 104.06 feet to a point; thence North 23 degrees 06 minutes 28 seconds East for a distance of 104.43 feet to a point; thence North 29 degrees 45 minutes 22 seconds East for a distance of 106.95 feet to a point; thence North 24 degrees 23 minutes 44 seconds East for a distance of 373.62 feet to a point; thence North 32 degrees 47 minutes 24 seconds West for a distance of 200.96 feet to a point; thence South 83 degrees 23 minutes 42 seconds West for a distance of 33.77 feet to a point; thence along a curve to the left having a radius of 50.00 feet and an arc length of 14.67 feet, said arc being subtended by a chord with a bearing of North 61 degrees 54 minutes 41 seconds West and a length of 14.62 feet, to a point; thence North 19 degrees 40 minutes 50 seconds East for a distance of 35.23 feet to a point; thence North 36 degrees 30 minutes 58 seconds West for a distance of 98.80 feet to a point; thence North 68 degrees 35 minutes 15 seconds East for a distance of 38.26 feet to a point; thence North 41 degrees 31 minutes 24 seconds East for a distance of 22.26 feet to a point; thence North 10 degrees 18 minutes 20 seconds East for a distance of 59.55 feet to a point; thence North 09 degrees 56 minutes 12 seconds East for a distance of 63.67 feet to a point; thence North 11 degrees 37 minutes 28 seconds East for a distance of 46.11 feet to a point; thence North 77 degrees 18 minutes 55 seconds West for a distance of 59.69 feet to a point; thence North 74 degrees 26 minutes 11 seconds West for a distance of 25.00 feet to a point; thence North 15 degrees 33 minutes 49 seconds East for a distance of 58.33 feet to a point; thence North 18 degrees 22 minutes 25 seconds East for a distance of 70.64 feet to a point; thence North 27 degrees 29 minutes 14 seconds East for a distance of 82.49 feet to a point; thence North 26 degrees 50 minutes 12 seconds East for a distance of 78.01 feet to a point; thence North 36 degrees 45 minutes 11 seconds East for a distance of 74.55 feet to a point; thence North 27 degrees 01 minute 57 seconds East for a distance of 42.87 feet to a point; thence South 62 degrees 58 minutes 03 seconds East for a distance of 122.82 feet to a point; thence South 47 degrees 53 minutes 24 seconds East for a distance of 68.18 feet to a point; thence South 39 degrees 14

minutes 08 seconds East for a distance of 65.08 feet to a point; thence South 40 degrees 27 minutes 10 seconds East for a distance of 66.90 feet to a point; thence South 51 degrees 16 minutes 54 seconds East for a distance of 45.66 feet to a point; thence South 74 degrees 19 minutes 42 seconds East for a distance of 62.48 feet to a point; thence South 81 degrees 11 minutes 14 seconds East for a distance of 65.40 feet to a point; thence South 83 degrees 30 minutes 30 seconds East for a distance of 74.45 feet to a point; thence South 84 degrees 52 minutes 39 seconds East for a distance of 74.40 feet to a point; thence South 85 degrees 40 minutes 31 seconds East for a distance of 77.25 feet to a point; thence South 79 degrees 48 minutes 40 seconds East for a distance of 59.46 feet to a point; thence South 10 degrees 05 minutes 21 seconds West for a distance of 54.19 feet to a point; thence South 11 degrees 29 minutes 33 seconds East for a distance of 9.66 feet to a point; thence South 87 degrees 15 minutes 33 seconds East for a distance of 233.51 feet to a point; thence South 87 degrees 14 minutes 12 seconds East for a distance of 115.76 feet to a point; thence North 77 degrees 41 minutes 47 seconds East for a distance of 69.14 feet to a point; thence North 86 degrees 49 minutes 31 seconds East for a distance of 64.52 feet to a point; thence North 14 degrees 14 minutes 47 seconds East for a distance of 93.68 feet to a point; thence South 77 degrees 26 minutes 32 seconds East for a distance of 352.09 feet to a point on the western Right-of-way of Crescent River Pass (Right-of-way varies); thence along a curve to the left having a radius of 75.00 feet and an arc length of 83.09 feet, said arc being subtended by a chord with a bearing of South 19 degrees 10 minutes 51 seconds East and a length of 78.91 feet, to a point; thence along a curve to the right having a radius of 20.00 feet and an arc length of 21.68 feet, said arc being subtended by a chord with a bearing of South 19 degrees 51 minutes 53 seconds East and a length of 20.63 feet, to a point; thence South 11 degrees 11 minutes 24 seconds West for a distance of 30.87 feet to a point; thence South 78 degrees 48 minutes 36 seconds East for a distance of 50.00 feet to a point; thence North 11 degrees 11 minutes 24 seconds East for a distance of 31.47 feet to a point; thence along a curve to the right having a radius of 20.00 feet and an arc length of 21.41 feet, said arc being subtended by a chord with a bearing of North 41 degrees 51 minutes 40 seconds East and a length of 20.40 feet, to a point; thence along a curve to the left having a radius of 75.00 feet and an arc length of 146.33 feet, said arc being subtended by a chord with a bearing of North 16 degrees 38 minutes 10 seconds East and a length of 124.20 feet, to a point; thence along a curve to the right having a radius of 9.00 feet and an arc length of 10.39 feet, said arc being subtended by a chord with a bearing of North 06 degrees 11 minutes 52 seconds West and a length of 9.82 feet, to a point; thence departing said Right-of-way, South 63 degrees 04 minutes 45 seconds East for a distance of 12.96 feet to a point; thence South 84 degrees 04 minutes 45 seconds East for a distance of 72.37 feet to a point; thence North 34 degrees 11 minutes 56 seconds East for a distance of 89.40 feet to a point; thence North 55 degrees 29 minutes 52 seconds East for a distance of 106.27 feet to a point; thence North 40 degrees 04 minutes 15 seconds East for a distance of 100.33 feet to a point; thence North 53 degrees 41 minutes 05 seconds East for a distance of 57.18 feet to a point; thence North 45 degrees 39 minutes 39 seconds East for a distance of 125.02 feet to a point; thence North 48 degrees 51 minutes 24 seconds East for a distance of 130.09 feet to a point; thence North 49 degrees 07 minutes 08 seconds East for a distance of 99.24 feet to a point; thence North 24 degrees 48 minutes 13 seconds East for a distance of 114.86 feet to a point on the southwestern Right-of-way of Crescent River Pass; thence South 51 degrees 52 minutes 04 seconds East for a distance of 95.64 feet to a point; thence along a curve to the right having a radius of 275.00 feet and an arc length of 344.59 feet, said arc being subtended by a chord with a bearing of South 16

degrees 13 minutes 10 seconds East and a length of 322.48 feet, to a point; thence South 88 degrees 01 minute 04 seconds West for a distance of 3.40 feet to a point; thence departing said Right-of-way South 03 degrees 50 minutes 06 seconds West for a distance of 3.30 feet to a point; thence South 21 degrees 05 minutes 58 seconds West for a distance of 35.78 feet to a point; thence South 42 degrees 05 minutes 45 seconds West for a distance of 34.93 feet to a point; thence South 07 degrees 54 minutes 33 seconds East for a distance of 32.94 feet to a point; thence along a curve to the right having a radius of 272.50 feet and an arc length of 43.70 feet, said arc being subtended by a chord with a bearing of South 30 degrees 38 minutes 32 seconds West and a length of 43.65 feet, to a point; thence South 35 degrees 14 minutes 11 seconds West for a distance of 238.79 feet to a point; thence along a curve to the right having a radius of 172.50 feet and an arc length of 25.17 feet, said arc being subtended by a chord with a bearing of South 39 degrees 24 minutes 57 seconds West and a length of 25.15 feet, to a point; thence South 43 degrees 35 minutes 44 seconds West for a distance of 141.13 feet to a point; thence along a curve to the left having a radius of 207.50 feet and an arc length of 94.61 feet, said arc being subtended by a chord with a bearing of South 30 degrees 32 minutes 03 seconds West and a length of 93.79 feet, to a point; thence South 40 degrees 48 minutes 14 seconds West for a distance of 36.73 feet to a point; thence South 11 degrees 26 minutes 07 seconds West for a distance of 29.44 feet to a point; thence South 30 degrees 07 minutes 06 seconds West for a distance of 20.61 feet to a point; thence South 00 degrees 11 minutes 02 seconds West for a distance of 32.90 feet to a point; thence South 20 degrees 06 minutes 36 seconds West for a distance of 19.04 feet to a point; thence South 04 degrees 52 minutes 20 seconds West for a distance of 1.33 feet to a point; thence North 73 degrees 35 minutes 29 seconds West for a distance of 70.84 feet to a point; thence South 42 degrees 06 minutes 50 seconds West for a distance of 101.25 feet to a point; thence South 24 degrees 46 minutes 24 seconds West for a distance of 91.41 feet to a point; thence South 41 degrees 23 minutes 04 seconds West for a distance of 198.71 feet to a point; thence South 69 degrees 53 minutes 04 seconds West for a distance of 72.14 feet to a point; thence South 28 degrees 38 minutes 11 seconds West for a distance of 222.23 feet to a point; thence South 67 degrees 37 minutes 45 seconds West for a distance of 35.92 feet to a point; thence South 82 degrees 50 minutes 42 seconds West for a distance of 12.54 feet to a point; thence South 49 degrees 19 minutes 31 seconds West for a distance of 31.86 feet to a point; thence North 83 degrees 05 minutes 54 seconds West for a distance of 67.95 feet to a point; thence South 87 degrees 40 minutes 09 seconds West for a distance of 40.28 feet to a point; thence South 77 degrees 14 minutes 36 seconds West for a distance of 29.16 feet to a point; thence South 57 degrees 25 minutes 48 seconds West for a distance of 28.85 feet to a point; thence South 15 degrees 36 minutes 44 seconds West for a distance of 18.58 feet to a point; thence South 05 degrees 23 minutes 23 seconds West for a distance of 46.36 feet to a point; thence South 18 degrees 01 minute 52 seconds East for a distance of 38.02 feet to a point; thence South 29 degrees 54 minutes 13 seconds East for a distance of 19.21 feet to a point; thence South 33 degrees 27 minutes 50 seconds East for a distance of 65.85 feet to a point; thence South 47 degrees 55 minutes 31 seconds East for a distance of 10.77 feet to a point; thence South 42 degrees 52 minutes 14 seconds East for a distance of 54.48 feet to a point; thence South 36 degrees 31 minutes 10 seconds East for a distance of 66.20 feet to a point; thence South 29 degrees 27 minutes 31 seconds East for a distance of 49.20 feet to a point; thence South 44 degrees 27 minutes 37 seconds East for a distance of 62.47 feet to a point; thence South 40 degrees 56 minutes 53 seconds West for a distance of 38.52 feet to a point; thence South 12 degrees 52 minutes 48 seconds West for a

distance of 49.49 feet to a point; thence South 30 degrees 27 minutes 29 seconds West for a distance of 116.96 feet to a point; thence South 28 degrees 32 minutes 46 seconds West for a distance of 134.92 feet to a point; thence South 47 degrees 11 minutes 57 seconds West for a distance of 97.76 feet to a point; thence South 15 degrees 02 minutes 05 seconds West for a distance of 120.67 feet to a point; thence South 01 degree 46 minutes 13 seconds West for a distance of 50.00 feet to a point on the Northern Right-of-way of Crescent Pass; thence North 88 degrees 13 minutes 47 seconds West for a distance of 84.22 feet to a point; thence along a curve to the right having a radius of 175.00 feet and an arc length of 24.34 feet, said arc being subtended by a chord with a bearing of North 84 degrees 14 minutes 44 seconds West and a length of 24.32 feet, to a point; thence North 80 degrees 15 minutes 41 seconds West for a distance of 170.67 feet to a point; thence departing said Right-of-way North 00 degrees 47 minutes 38 seconds West for a distance of 54.95 feet to a point; thence North 28 degrees 58 minutes 20 seconds West for a distance of 65.41 feet to a point; thence North 31 degrees 39 minutes 36 seconds West for a distance of 58.53 feet to a point; thence North 28 degrees 05 minutes 08 seconds East for a distance of 48.69 feet to a point; thence North 03 degrees 14 minutes 00 seconds East for a distance of 60.15 feet to a point; thence North 08 degrees 39 minutes 46 seconds West for a distance of 62.93 feet to a point; thence North 06 degrees 20 minutes 20 seconds West for a distance of 48.30 feet to a point; thence North 69 degrees 02 minutes 56 seconds West for a distance of 51.46 feet to a point; thence North 69 degrees 45 minutes 54 seconds West for a distance of 88.45 feet to a point; thence South 50 degrees 59 minutes 43 seconds West for a distance of 37.36 feet to a point; thence South 58 degrees 18 minutes 47 seconds West for a distance of 47.92 feet to a point; thence South 83 degrees 54 minutes 13 seconds West for a distance of 44.91 feet to a point; thence South 15 degrees 24 minutes 18 seconds West for a distance of 27.47 feet to a point; thence South 60 degrees 32 minutes 40 seconds West for a distance of 31.12 feet to a point; thence South 62 degrees 10 minutes 35 seconds West for a distance of 31.98 feet to a point; thence South 39 degrees 49 minutes 53 seconds West for a distance of 30.45 feet to a point; thence South 06 degrees 41 minutes 18 seconds West for a distance of 167.70 feet to a point; thence South 48 degrees 51 minutes 50 seconds East for a distance of 128.63 feet to a point; thence North 44 degrees 07 minutes 36 seconds East for a distance of 73.14 feet to a point; thence North 14 degrees 16 minutes 40 seconds West for a distance of 73.71 feet to a point; thence North 55 degrees 51 minutes 44 seconds East for a distance of 93.76 feet to a point; thence South 49 degrees 40 minutes 54 seconds East for a distance of 51.21 feet to a point; thence South 14 degrees 06 minutes 17 seconds East for a distance of 73.54 feet to a point; thence South 07 degrees 29 minutes 46 seconds East for a distance of 91.18 feet to a point on the northern Right-of-way of Crescent River Pass; thence North 80 degrees 15 minutes 41 seconds West for a distance of 16.12 feet to a point; thence along a curve to the left having a radius of 225.00 feet and an arc length of 187.89 feet, said arc being subtended by a chord with a bearing of South 75 degrees 48 minutes 52 seconds West and a length of 182.48 feet, to a point; thence South 53 degrees 51 minutes 02 seconds West for a distance of 119.16 feet to a point; thence South 55 degrees 54 minutes 54 seconds West for a distance of 175.87 feet to a point; thence along a curve to the right having a radius of 135.00 feet and an arc length of 131.00 feet, said arc being subtended by a chord with a bearing of South 83 degrees 42 minutes 50 seconds West and a length of 125.92 feet, to a point; thence North 68 degrees 29 minutes 15 seconds West for a distance of 130.18 feet to a point; thence North 68 degrees 39 minutes 27 seconds West for a distance of 19.43 feet to a point; thence departing said Right-of-way North 22 degrees 13 minutes 37 seconds East for a

distance of 269.39 feet to a point; thence North 19 degrees 43 minutes 42 seconds East for a distance of 114.14 feet to a point; thence North 19 degrees 52 minutes 26 seconds East for a distance of 121.70 feet to a point; thence North 24 degrees 45 minutes 55 seconds East for a distance of 117.96 feet to a point; thence North 25 degrees 20 minutes 20 seconds East for a distance of 90.79 feet to a point; thence North 22 degrees 13 minutes 37 seconds East for a distance of 83.82 feet to a point; thence North 26 degrees 59 minutes 05 seconds East for a distance of 446.67 feet to a point; thence South 83 degrees 20 minutes 04 seconds West for a distance of 215.56 feet to a point on the northern Right-of-way of Hanalei Hollow; thence along a curve to the left having a radius of 50.00 feet and an arc length of 90.58 feet, said arc being subtended by a chord with a bearing of North 58 degrees 33 minutes 44 seconds West and a length of 78.69 feet, to a point; thence departing said Right-of-way, North 20 degrees 27 minutes 33 seconds West for a distance of 183.58 feet to a point; thence South 43 degrees 26 minutes 21 seconds West for a distance of 231.55 feet to a point; thence South 25 degrees 08 minutes 32 seconds West for a distance of 201.82 feet to a point; thence South 23 degrees 16 minutes 09 seconds West for a distance of 75.69 feet to a point; thence South 23 degrees 14 minutes 55 seconds West for a distance of 124.36 feet to a point; thence South 16 degrees 18 minutes 35 seconds West for a distance of 116.52 feet to a point; thence South 16 degrees 50 minutes 31 seconds West for a distance of 87.88 feet to a point; thence South 35 degrees 16 minutes 39 seconds West for a distance of 78.35 feet to a point; thence South 27 degrees 33 minutes 36 seconds West for a distance of 290.18 feet to a point; thence South 13 degrees 33 minutes 40 seconds West for a distance of 153.84 feet to a point; thence South 00 degrees 01 minute 37 seconds West for a distance of 73.98 feet to a point on the northern Right-of-way of Crescent River Pass; thence North 89 degrees 07 minutes 55 seconds West for a distance of 88.23 feet to a point; thence along a curve to the right having a radius of 245.00 feet and an arc length of 67.99 feet, said arc being subtended by a chord with a bearing of North 81 degrees 56 minutes 52 seconds West and a length of 67.77 feet, to a point and The True Point of Beginning.

Containing within said bounds 74.762 acres (3,256,623 square feet) more or less.

Together with:

All that tract or parcel of land lying and being in Land Lot 283 of the 7th District, Gwinnett County, Georgia and being more particularly described as follows:

Beginning at the intersection of the northerly Right-of-way of Crescent River Pass (50' R/W) and the easterly Right-of-way Hanalei Hollow (50' R/W) if extended to a point; thence along the easterly Right-of-way of Hanalei Hollow 1210.89 feet to the True Point of Beginning; thence, proceed along a curve to the left having a radius of 50.00 feet and an arc length of 10.35 feet, said arc being subtended by a chord with a bearing of North 13 degrees 47 minutes 02 seconds West and a length of 10.33 feet, to a point; thence along a curve to the left having a radius of 29.91 feet and an arc length of 23.18 feet, said arc being subtended by a chord with a bearing of North 41 degrees 46 minutes 15 seconds East and a length of 22.61 feet, to a point; thence along a curve to the left having a radius of 39.07 feet and an arc length of 34.84 feet, said arc being subtended by a chord with a bearing of North 19 degrees 24 minutes 20 seconds West and a length of 33.70 feet, to a point; thence North 65 degrees 25 minutes 33 seconds West for a distance of 13.27 feet to a point; thence South 25 degrees 36 minutes 25 seconds West for a

distance of 12.82 feet to a point; thence North 66 degrees 07 minutes 45 seconds West for a distance of 58.81 feet to a point; thence South 69 degrees 32 minutes 27 seconds West for a distance of 9.92 feet to a point; thence North 20 degrees 26 minutes 39 seconds West for a distance of 139.33 feet to a point; thence South 83 degrees 34 minutes 06 seconds East for a distance of 115.10 feet to a point; thence South 74 degrees 07 minutes 33 seconds East for a distance of 112.40 feet to a point; thence South 39 degrees 43 minutes 35 seconds East for a distance of 166.37 feet to a point; thence North 86 degrees 34 minutes 48 seconds West for a distance of 120.77 feet to a point; thence North 07 degrees 10 minutes 49 seconds East for a distance of 19.92 feet to a point; thence North 78 degrees 30 minutes 19 seconds West for a distance of 67.08 feet to a point; thence South 83 degrees 31 minutes 25 seconds West for a distance of 15.54 feet to a point; thence along a curve to the right having a radius of 14.83 feet and an arc length of 8.70 feet, said arc being subtended by a chord with a bearing of South 61 degrees 45 minutes 33 seconds East and a length of 8.58 feet, to a point; thence along a curve to the right having a radius of 50.07 feet and an arc length of 41.77 feet, said arc being subtended by a chord with a bearing of South 21 degrees 03 minutes 00 seconds East and a length of 40.57 feet, to a point; thence South 26 degrees 13 minutes 03 seconds East for a distance of 4.98 feet to a point; thence along a curve to the right having a radius of 29.32 feet and an arc length of 13.18 feet, said arc being subtended by a chord with a bearing of South 21 degrees 54 minutes 43 seconds West and a length of 13.07 feet, to a point; thence South 73 degrees 39 minutes 17 seconds West for a distance of 7.11 feet to a point; thence South 51 degrees 44 minutes 09 seconds West for a distance of 12.45 feet to a point; thence South 63 degrees 00 minutes 38 seconds West for a distance of 5.04 feet to a point and The True Point of Beginning.

Containing within said bounds 0.711 acres (30,985 square feet) more or less.

Tract II - Holes 2, 3, 8, and Lake R

All that tract or parcel of land lying and being in Land Lot 284 and 285 of the 7th District, Gwinnett County, Georgia and being more particularly described as follows:

Beginning at a 2" open top pipe found at the southeast corner of Land Lot 283, aforesaid district and country thence North 14 degrees 43 minutes 06 seconds East a distance of 3369.39' to a point; thence, proceed North 52 degrees 04 minutes 47 seconds East for a distance of 166.12 feet to a point; thence North 09 degrees 59 minutes 28 seconds West for a distance of 46.00 feet to a point; thence North 53 degrees 27 minutes 03 seconds West for a distance of 183.79 feet to a point; thence North 12 degrees 00 minutes 24 seconds West for a distance of 11.96 feet to a point; thence North 44 degrees 36 minutes 09 seconds West for a distance of 53.58 feet to a point; thence North 30 degrees 31 minutes 26 seconds West for a distance of 48.15 feet to a point; thence North 24 degrees 07 minutes 38 seconds West for a distance of 40.00 feet to a point; thence North 02 degrees 32 minutes 11 seconds West for a distance of 49.62 feet to a point; thence North 34 degrees 30 minutes 31 seconds East for a distance of 120.86 feet to a point; thence North 42 degrees 32 minutes 05 seconds East for a distance of 103.39 feet to a point; thence North 53 degrees 39 minutes 51 seconds East for a distance of 138.82 feet to a point; thence North 20 degrees 46 minutes 22 seconds East for a distance of 321.53 feet to a point; thence South 74 degrees 37 minutes 39 seconds East for a distance of 227.83 feet to a

point; thence South 33 degrees 37 minutes 09 seconds East for a distance of 194.79 feet to a point; thence South 48 degrees 03 minutes 19 seconds East for a distance of 109.94 feet to a point; thence South 40 degrees 38 minutes 01 second East for a distance of 133.78 feet to a point; thence South 88 degrees 20 minutes 13 seconds East for a distance of 353.73 feet to a point; thence North 89 degrees 51 minutes 21 seconds East for a distance of 527.34 feet to a point on the westerly Right-of-way of Middle Fork Trail (50' Right-of-way); thence along a curve to the right having a radius of 1833.60 feet and an arc length of 7.15 feet, said arc being subtended by a chord with a bearing of South 13 degrees 59 minutes 17 seconds East and a length of 7.15 feet, to a point; thence along a curve to the right having a radius of 455.00 feet and an arc length of 460.91 feet, said arc being subtended by a chord with a bearing of South 15 degrees 39 minutes 10 seconds West and a length of 441.45 feet, to a point; thence South 44 degrees 40 minutes 24 seconds West for a distance of 50.91 feet to a point; thence along a curve to the right having a radius of 135.00 feet and an arc length of 15.60 feet, said arc being subtended by a chord with a bearing of South 47 degrees 59 minutes 03 seconds West and a length of 15.59 feet, to a point; thence South 51 degrees 17 minutes 42 seconds West for a distance of 71.55 feet to a point; thence departing said right-of-way, North 41 degrees 42 minutes 59 seconds West for a distance of 126.69 feet to a point; thence South 74 degrees 00 minutes 19 seconds West for a distance of 213.27 feet to a point; thence South 61 degrees 20 minutes 34 seconds West for a distance of 159.46 feet to a point; thence South 76 degrees 52 minutes 44 seconds West for a distance of 292.86 feet to a point; thence North 85 degrees 28 minutes 48 seconds West for a distance of 272.18 feet to a point; thence North 87 degrees 35 minutes 09 seconds West for a distance of 387.39 feet to a point; thence South 52 degrees 04 minutes 47 seconds West for a distance of 17.03 feet to a point on the north right-of-way of Middle Fork Trail; thence along a curve to the left having a radius of 325.00 feet and an arc length of 25.42 feet, said arc being subtended by a chord with a bearing of North 57 degrees 24 minutes 20 seconds West and a length of 25.42 feet, to a point; thence North 59 degrees 38 minutes 48 seconds West for a distance of 6.50 feet to a point and The True Point of Beginning.

Containing within said bounds 24.477 acres (1,066,198 square feet) more or less.

Tract III - Hole 4

All that tract or parcel of land lying and being in Land Lots 278 and 285 of the 7th District, Gwinnett County, Georgia and being more particularly described as follows:

Commencing at the Southeast corner of Land Lot 283 North 34 degrees 42 minutes 08 seconds East a distance of 4482.06 feet to a point on the easterly right-of-way of Middle Fork Trail (50' Right-of-way); thence, proceed along said right-of-way and a curve to the left having a radius of 505.00 feet and an arc length of 53.61 feet, said arc being subtended by a chord with a bearing of North 01 degree 57 minutes 03 seconds East and a length of 53.59 feet, to a point; thence departing said Right-of-way South 74 degrees 59 minutes 29 seconds East for a distance of 15.53 feet to a point; thence South 56 degrees 26 minutes 48 seconds East for a distance of 46.57 feet to a point; thence South 84 degrees 15 minutes 54 seconds East for a distance of 89.69 feet to a point; thence North 74 degrees 20 minutes 36 seconds East for a distance of 30.91 feet to a point; thence South 87 degrees 55 minutes 47 seconds East for a distance of 39.22 feet to a point;

thence South 75 degrees 58 minutes 25 seconds East for a distance of 239.15 feet to a point; thence South 61 degrees 28 minutes 55 seconds East for a distance of 116.62 feet to a point; thence South 44 degrees 30 minutes 36 seconds East for a distance of 141.04 feet to a point; thence South 39 degrees 29 minutes 19 seconds East for a distance of 174.53 feet to a point; thence South 34 degrees 55 minutes 43 seconds East for a distance of 71.72 feet to a point; thence South 48 degrees 21 minutes 41 seconds East for a distance of 69.61 feet to a point; thence South 39 degrees 51 minutes 40 seconds East for a distance of 41.11 feet to a point; thence South 25 degrees 22 minutes 32 seconds East for a distance of 68.71 feet to a point; thence South 59 degrees 05 minutes 09 seconds East for a distance of 34.15 feet to a point; thence South 39 degrees 29 minutes 19 seconds East for a distance of 60.18 feet to a point; thence South 30 degrees 43 minutes 03 seconds East for a distance of 582.84 feet to a point; thence South 25 degrees 17 minutes 44 seconds East for a distance of 57.76 feet to a point; thence South 26 degrees 38 minutes 49 seconds East for a distance of 108.80 feet to a point; thence South 20 degrees 04 minutes 13 seconds East for a distance of 45.76 feet to a point; thence South 22 degrees 01 minute 36 seconds East for a distance of 92.40 feet to a point; thence South 40 degrees 34 minutes 08 seconds East for a distance of 160.75 feet to a point; thence North 54 degrees 04 minutes 54 seconds East for a distance of 7.92 feet to a point; thence South 08 degrees 08 minutes 15 seconds West for a distance of 127.01 feet to a point; thence South 23 degrees 29 minutes 48 seconds East for a distance of 208.11 feet to a point on the Northwestern Right-of-way of Crescent River Crossing (variable width Right-of-way); thence along a curve to the left having a radius of 355.00 feet and an arc length of 51.49 feet, said arc being subtended by a chord with a bearing of South 26 degrees 23 minutes 18 seconds West and a length of 51.44 feet, to a point; thence North 18 degrees 59 minutes 11 seconds West for a distance of 230.30 feet to a point; thence departing said Right-of-way North 82 degrees 48 minutes 34 seconds West for a distance of 111.38 feet to a point; thence North 75 degrees 11 minutes 12 seconds West for a distance of 101.65 feet to a point; thence North 39 degrees 52 minutes 28 seconds West for a distance of 87.56 feet to a point; thence North 34 degrees 02 minutes 42 seconds West for a distance of 15.97 feet to a point; thence North 37 degrees 38 minutes 25 seconds West for a distance of 131.81 feet to a point; thence North 30 degrees 26 minutes 53 seconds West for a distance of 188.14 feet to a point; thence North 25 degrees 27 minutes 46 seconds West for a distance of 99.58 feet to a point; thence North 31 degrees 11 minutes 00 seconds West for a distance of 674.31 feet to a point; thence North 32 degrees 56 minutes 40 seconds West for a distance of 291.83 feet to a point; thence North 30 degrees 45 minutes 31 seconds West for a distance of 239.36 feet to a point; thence North 59 degrees 17 minutes 46 seconds West for a distance of 218.01 feet to a point; thence North 84 degrees 31 minutes 32 seconds West for a distance of 164.89 feet to a point and The True Point of Beginning.

Containing within said bounds 11.546 acres (502,939 square feet) more or less.

Tract IV - Holes 5, 6, 7, and the Amenity Area

All that tract or parcel of land lying and being in Land Lots 278, 279 and 285 of the 7th District, Gwinnett County, Georgia and being more particularly described as follows:

BK54506 PG0707

To find The True Point of Beginning, commence at a 2" open top pipe found at the Southeast corner of Land Lot 283, thence, proceed North 35 degrees 10 minutes 58 seconds East for a distance of 2651.93 feet to a point and The True Point of Beginning.

Thence proceed North 22 degrees 23 minutes 52 seconds East a distance of 368.85 feet to a ½" rebar found on the southerly right-of-way of Middle Fork Trail (50' right-of-way); thence proceed along a curve to the left having a radius of 340.00 feet and an arc length of 299.91 feet, said arc being subtended by a chord with a bearing of North 87 degrees 04 minutes 30 seconds East and a length of 290.28 feet, to a point; thence departing said right-of-way South 28 degrees 11 minutes 41 seconds East for a distance of 187.39 feet to a point; thence South 78 degrees 29 minutes 01 second East for a distance of 51.11 feet to a point; thence North 51 degrees 13 minutes 40 seconds East for a distance of 210.69 feet to a point; thence North 18 degrees 27 minutes 05 seconds East for a distance of 120.99 feet to a point; thence North 13 degrees 46 minutes 58 seconds East for a distance of 175.36 feet to a point; thence North 06 degrees 30 minutes 20 seconds East for a distance of 152.57 feet to a point; thence North 16 degrees 34 minutes 24 seconds East for a distance of 100.58 feet to a point; thence North 33 degrees 56 minutes 56 seconds East for a distance of 87.03 feet to a point; thence North 36 degrees 00 minutes 44 seconds East for a distance of 152.38 feet to a point; thence North 40 degrees 30 minutes 36 seconds East for a distance of 162.57 feet to a point; thence North 23 degrees 45 minutes 43 seconds East for a distance of 55.74 feet to a point on Whitestone Way; thence along a curve to the left having a radius of 175.00 feet and an arc length of 9.81 feet, said arc being subtended by a chord with a bearing of South 67 degrees 50 minutes 41 seconds East and a length of 9.81 feet, to a point; thence South 69 degrees 27 minutes 04 seconds East for a distance of 95.41 feet to a point; thence along a curve to the right having a radius of 155.00 feet and an arc length of 149.12 feet, said arc being subtended by a chord with a bearing of South 41 degrees 53 minutes 22 seconds East and a length of 143.44 feet, to a point; thence South 14 degrees 19 minutes 40 seconds East for a distance of 115.25 feet to a point; thence along a curve to the left having a radius of 550.00 feet and an arc length of 43.83 feet, said arc being subtended by a chord with a bearing of South 16 degrees 36 minutes 39 seconds East and a length of 43.82 feet, to a point; thence South 18 degrees 53 minutes 38 seconds East for a distance of 25.57 feet to a point; thence departing said right-of-way South 55 degrees 35 minutes 04 seconds West for a distance of 63.22 feet to a point; thence South 44 degrees 24 minutes 58 seconds West for a distance of 40.16 feet to a point; thence South 13 degrees 35 minutes 50 seconds West for a distance of 3.59 feet to a point; thence South 71 degrees 47 minutes 46 seconds West for a distance of 15.30 feet to a point; thence South 66 degrees 08 minutes 03 seconds West for a distance of 16.37 feet to a point; thence South 24 degrees 48 minutes 32 seconds East for a distance of 22.77 feet to a point; thence South 32 degrees 11 minutes 23 seconds West for a distance of 4.97 feet to a point; thence South 31 degrees 53 minutes 17 seconds West for a distance of 52.81 feet to a point; thence South 21 degrees 05 minutes 02 seconds West for a distance of 15.55 feet to a point; thence South 09 degrees 22 minutes 48 seconds West for a distance of 10.87 feet to a point; thence South 58 degrees 17 minutes 06 seconds West for a distance of 13.30 feet to a point; thence South 58 degrees 18 minutes 02 seconds West for a distance of 100.13 feet to a point; thence North 75 degrees 25 minutes 33 seconds West for a distance of 3.27 feet to a point; thence South 58 degrees 50 minutes 04 seconds West for a distance of 24.91 feet to a point; thence North 46 degrees 06 minutes 07 seconds West for a distance of 36.40 feet to a point; thence South 68 degrees 37 minutes 55 seconds West for a

BK54506 P00708

distance of 17.10 feet to a point; thence South 12 degrees 34 minutes 54 seconds West for a distance of 38.63 feet to a point; thence South 10 degrees 37 minutes 48 seconds West for a distance of 25.15 feet to a point; thence South 03 degrees 42 minutes 59 seconds East for a distance of 54.06 feet to a point; thence South 00 degrees 46 minutes 45 seconds East for a distance of 33.86 feet to a point; thence South 15 degrees 52 minutes 30 seconds West for a distance of 19.76 feet to a point; thence South 00 degrees 55 minutes 41 seconds West for a distance of 5.55 feet to a point; thence South 03 degrees 30 minutes 18 seconds East for a distance of 25.62 feet to a point; thence South 44 degrees 03 minutes 10 seconds West for a distance of 11.32 feet to a point; thence South 15 degrees 12 minutes 22 seconds West for a distance of 23.15 feet to a point; thence South 10 degrees 43 minutes 18 seconds East for a distance of 36.61 feet to a point; thence South 12 degrees 00 minutes 21 seconds West for a distance of 29.17 feet to a point; thence South 22 degrees 00 minutes 47 seconds West for a distance of 6.86 feet to a point; thence South 37 degrees 37 minutes 18 seconds West for a distance of 57.96 feet to a point; thence South 23 degrees 32 minutes 11 seconds West for a distance of 11.25 feet to a point; thence South 28 degrees 06 minutes 36 seconds West for a distance of 46.25 feet to a point; thence South 31 degrees 19 minutes 58 seconds West for a distance of 19.62 feet to a point; thence South 08 degrees 00 minutes 36 seconds West for a distance of 44.10 feet to a point; thence South 23 degrees 57 minutes 48 seconds West for a distance of 9.51 feet to a point; thence South 23 degrees 05 minutes 31 seconds West for a distance of 38.48 feet to a point; thence South 29 degrees 56 minutes 26 seconds West for a distance of 15.16 feet to a point; thence South 49 degrees 57 minutes 48 seconds West for a distance of 20.81 feet to a point; thence South 47 degrees 43 minutes 46 seconds West for a distance of 32.59 feet to a point; thence South 56 degrees 32 minutes 34 seconds West for a distance of 33.81 feet to a point; thence South 55 degrees 55 minutes 38 seconds West for a distance of 21.57 feet to a point; thence North 56 degrees 42 minutes 05 seconds West for a distance of 6.13 feet to a point; thence South 55 degrees 49 minutes 37 seconds West for a distance of 28.48 feet to a point; thence South 26 degrees 33 minutes 54 seconds West for a distance of 21.95 feet to a point; thence South 74 degrees 09 minutes 10 seconds East for a distance of 3.74 feet to a point; thence South 18 degrees 59 minutes 00 seconds West for a distance of 5.50 feet to a point; thence South 29 degrees 02 minutes 41 seconds West for a distance of 12.76 feet to a point; thence South 50 degrees 28 minutes 44 seconds West for a distance of 36.34 feet to a point; thence South 68 degrees 04 minutes 43 seconds West for a distance of 29.24 feet to a point; thence South 72 degrees 14 minutes 46 seconds West for a distance of 23.60 feet to a point; thence South 74 degrees 58 minutes 28 seconds West for a distance of 22.24 feet to a point; thence North 84 degrees 48 minutes 06 seconds West for a distance of 26.70 feet to a point; thence North 87 degrees 29 minutes 16 seconds West for a distance of 10.82 feet to a point; thence South 87 degrees 50 minutes 16 seconds West for a distance of 41.63 feet to a point; thence South 83 degrees 52 minutes 11 seconds West for a distance of 10.95 feet to a point; thence South 86 degrees 50 minutes 08 seconds West for a distance of 46.14 feet to a point; thence South 58 degrees 39 minutes 31 seconds West for a distance of 43.39 feet to a point; thence South 51 degrees 01 minute 59 seconds West for a distance of 13.33 feet to a point; thence South 23 degrees 17 minutes 31 seconds West for a distance of 40.66 feet to a point; thence South 33 degrees 13 minutes 58 seconds East for a distance of 34.68 feet to a point; thence South 51 degrees 55 minutes 22 seconds East for a distance of 9.59 feet to a point; thence South 57 degrees 08 minutes 04 seconds East for a distance of 44.56 feet to a point; thence South 65 degrees 49 minutes 09 seconds East for a

distance of 5.18 feet to a point; thence South 66 degrees 01 minute 50 seconds East for a distance of 44.89 feet to a point; thence South 66 degrees 49 minutes 50 seconds East for a distance of 43.56 feet to a point; thence South 65 degrees 55 minutes 40 seconds East for a distance of 56.69 feet to a point; thence South 70 degrees, 51 minutes 33 seconds East for a distance of 8.69 feet to a point; thence South 69 degrees 49 minutes 59 seconds East for a distance of 39.12 feet to a point; thence South 62 degrees 59 minutes 54 seconds East for a distance of 3.22 feet to a point; thence South 75 degrees 40 minutes 31 seconds East for a distance of 3.09 feet to a point; thence South 68 degrees 48 minutes 12 seconds East for a distance of 90.89 feet to a point; thence South 61 degrees 43 minutes 55 seconds East for a distance of 11.91 feet to a point; thence South 64 degrees 04 minutes 32 seconds East for a distance of 60.00 feet to a point; thence South 62 degrees 16 minutes 02 seconds East for a distance of 9.96 feet to a point; thence South 73 degrees 29 minutes 43 seconds East for a distance of 21.67 feet to a point; thence South 67 degrees 50 minutes 18 seconds East for a distance of 32.30 feet to a point; thence South 21 degrees 26 minutes 04 seconds West for a distance of 34.48 feet to a point; thence South 31 degrees 06 minutes 55 seconds West for a distance of 238.36 feet to a point; thence South 05 degrees 34 minutes 32 seconds West for a distance of 207.42 feet to a point; thence South 65 degrees 51 minutes 43 seconds East for a distance of 232.37 feet to a point; thence South 79 degrees 57 minutes 49 seconds East for a distance of 211.12 feet to a point; thence South 75 degrees 58 minutes 31 seconds East for a distance of 143.75 feet to a point; thence South 76 degrees 56 minutes 24 seconds East for a distance of 132.73 feet to a point; thence South 79 degrees 57 minutes 49 seconds East for a distance of 131.29 feet to a point; thence South 84 degrees 29 minutes 16 seconds East for a distance of 192.60 feet to a point; thence North 85 degrees 32 minutes 15 seconds East for a distance of 211.00 feet to a point; thence North 23 degrees 02 minutes 02 seconds East for a distance of 121.94 feet to a point; thence North 26 degrees 47 minutes 28 seconds East for a distance of 118.99 feet to a point; thence North 40 degrees 31 minutes 26 seconds East for a distance of 202.04 feet to a point; thence North 31 degrees 58 minutes 37 seconds East for a distance of 194.49 feet to a point; thence North 07 degrees 09 minutes 28 seconds East for a distance of 65.26 feet to a point on Whitestone Way; thence South 82 degrees 50 minutes 32 seconds East for a distance of 91.84 feet to a point; thence along a curve to the right having a radius of 295.00 feet and an arc length of 143.97 feet, said arc being subtended by a chord with a bearing of South 68 degrees 51 minutes 39 seconds East and a length of 142.55 feet, to a point; thence departing said right-of-way South 44 degrees 52 minutes 43 seconds West for a distance of 134.32 feet to a point; thence South 08 degrees 08 minutes 15 seconds East for a distance of 108.91 feet to a point; thence South 16 degrees 20 minutes 26 seconds West for a distance of 145.37 feet to a point; thence South 29 degrees 20 minutes 19 seconds West for a distance of 140.09 feet to a point; thence South 44 degrees 01 minute 12 seconds West for a distance of 143.38 feet to a point; thence North 81 degrees 21 minutes 42 seconds West for a distance of 40.44 feet to a point; thence South 61 degrees 49 minutes 33 seconds West for a distance of 43.28 feet to a point; thence South 79 degrees 22 minutes 23 seconds West for a distance of 47.71 feet to a point; thence North 87 degrees 10 minutes 50 seconds West for a distance of 199.56 feet to a point; thence South 59 degrees 00 minutes 33 seconds West for a distance of 211.18 feet to a point; thence South 80 degrees 46 minutes 42 seconds West for a distance of 114.17 feet to a point; thence South 81 degrees 07 minutes 24 seconds West for a distance of 125.65 feet to a point; thence North 83 degrees 34 minutes 32 seconds West for a distance of 157.06 feet to a point; thence North 89 degrees 19 minutes 29 seconds West for a distance of 126.45 feet to a point; thence North 86 degrees 36

minutes 06 seconds West for a distance of 82.57 feet to a point; thence North 88 degrees 32 minutes 14 seconds West for a distance of 167.61 feet to a point; thence North 74 degrees 04 minutes 33 seconds West for a distance of 149.47 feet to a point; thence North 59 degrees 43 minutes 55 seconds West for a distance of 118.06 feet to a point; thence North 69 degrees 00 minutes 34 seconds West for a distance of 253.33 feet to a point; thence South 60 degrees 05 minutes 34 seconds West for a distance of 17.51 feet to a point; thence North 65 degrees 40 minutes 57 seconds West for a distance of 5.62 feet to a point; thence North 30 degrees 37 minutes 04 seconds West for a distance of 1113.77 feet to a point and The True Point of Beginning.

Containing within said bounds 34.004 acres (1,481,201 square feet) more or less.

Tract V - Holes 11, 12, 13, 14 and 15

All that tract or parcel of land lying and being in Land Lots 283 and 284 of the 7th District, of Gwinnett County, Georgia and being more particularly described as follows:

Beginning at a 2" open top pipe found at the southeast corner of Land Lot 283; aforesaid district and county; thence, proceed South 60 degrees 01 minute 07 seconds West for a distance of 1303.12 feet to a point; thence North 31 degrees 29 minutes 59 seconds West for a distance of 67.15 feet to a point; thence North 31 degrees 17 minutes 45 seconds West for a distance of 66.31 feet to a point; thence North 39 degrees 33 minutes 55 seconds West for a distance of 91.20 feet to a point; thence North 42 degrees 18 minutes 07 seconds West for a distance of 115.89 feet to a point; thence North 49 degrees 37 minutes 11 seconds West for a distance of 100.03 feet to a point; thence North 50 degrees 33 minutes 49 seconds West for a distance of 99.20 feet to a point; thence North 55 degrees 40 minutes 13 seconds West for a distance of 79.57 feet to a point; thence North 50 degrees 20 minutes 37 seconds West for a distance of 68.66 feet to a point; thence North 44 degrees 06 minutes 18 seconds West for a distance of 84.57 feet to a point; thence North 53 degrees 07 minutes 41 seconds West for a distance of 124.11 feet to a point; thence North 57 degrees 05 minutes 44 seconds West for a distance of 71.83 feet to a point; thence North 57 degrees 22 minutes 16 seconds West for a distance of 95.71 feet to a point; thence North 47 degrees 34 minutes 47 seconds West for a distance of 104.31 feet to a point; thence North 59 degrees 03 minutes 53 seconds West for a distance of 72.74 feet to a point; thence North 54 degrees 01 minute 49 seconds West for a distance of 83.42 feet to a point; thence North 77 degrees 03 minutes 21 seconds West for a distance of 97.55 feet to a point; thence North 66 degrees 00 minutes 58 seconds West for a distance of 72.16 feet to a point; thence North 09 degrees 46 minutes 12 seconds East for a distance of 39.58 feet to a point; thence North 12 degrees 52 minutes 27 seconds West for a distance of 45.34 feet to a point; thence North 60 degrees 43 minutes 08 seconds West for a distance of 41.82 feet to a point; thence South 60 degrees 17 minutes 13 seconds West for a distance of 42.50 feet to a point; thence South 57 degrees 12 minutes 36 seconds West for a distance of 50.84 feet to a point; thence South 37 degrees 27 minutes 20 seconds West for a distance of 33.92 feet to a point; thence South 85 degrees 17 minutes 11 seconds West for a distance of 67.47 feet to a point; thence North 12 degrees 55 minutes 04 seconds East for a distance of 8.46 feet to a point; thence North 62 degrees 56 minutes 09 seconds West for a distance of 30.99 feet to a point; thence North 84 degrees 18 minutes 02 seconds West for a distance of 50.11 feet to a point; thence

North 57 degrees 41 minutes 50 seconds West for a distance of 47.43 feet to a point; thence North 09 degrees 10 minutes 16 seconds East for a distance of 97.36 feet to a point; thence North 05 degrees 54 minutes 54 seconds East for a distance of 64.72 feet to a point; thence North 09 degrees 37 minutes 16 seconds West for a distance of 32.23 feet to a point; thence North 21 degrees 19 minutes 52 seconds East for a distance of 19.10 feet to a point; thence North 80 degrees 18 minutes 57 seconds East for a distance of 113.95 feet to a point; thence North 07 degrees 49 minutes 56 seconds East for a distance of 244.80 feet to a point; thence along the Southerly Right-of-way of Crescent River Pass (50' Right-of-way) along a curve to the left having a radius of 295.00 feet and an arc length of 36.90 feet, said arc being subtended by a chord with a bearing of South 85 degrees 45 minutes 05 seconds East and a length of 36.88 feet, to a point; thence departing said Right-of-way South 00 degrees 39 minutes 55 seconds West for a distance of 231.21 feet to a point; thence South 89 degrees 26 minutes 19 seconds East for a distance of 136.96 feet to a point; thence North 81 degrees 58 minutes 06 seconds East for a distance of 127.91 feet to a point; thence South 84 degrees 08 minutes 00 seconds East for a distance of 130.46 feet to a point; thence South 73 degrees 25 minutes 37 seconds East for a distance of 115.57 feet to a point; thence North 21 degrees 30 minutes 45 seconds East for a distance of 204.63 feet to a point on the Southerly Right-of-way of Crescent River Pass; thence along the southeasterly Right-of-way of South 68 degrees 29 minutes 15 seconds East for a distance of 30.00 feet to a point; thence departing said Right-of-way South 21 degrees 30 minutes 45 seconds West for a distance of 204.11 feet to a point; thence South 74 degrees 27 minutes 32 seconds East for a distance of 212.15 feet to a point; thence North 85 degrees 22 minutes 08 seconds East for a distance of 80.19 feet to a point; thence North 71 degrees 22 minutes 53 seconds East for a distance of 196.04 feet to a point; thence North 24 degrees 09 minutes 15 seconds East for a distance of 107.36 feet to a point; thence North 34 degrees 05 minutes 06 seconds West for a distance of 187.53 feet to a point; thence North 55 degrees 53 minutes 57 seconds East along the southeasterly Right-of-way of Crescent River Pass for a distance of 45.79 feet to a point; thence continuing along said Right-of-way along a curve to the left having a radius of 225.00 feet and an arc length of 15.76 feet, said arc being subtended by a chord with a bearing of North 53 degrees 53 minutes 49 seconds East and a length of 15.76 feet, to a point; thence North 51 degrees 53 minutes 25 seconds East for a distance of 98.44 feet to a point; thence along a curve to the right having a radius of 175.00 feet and an arc length of 146.14 feet, said arc being subtended by a chord with a bearing of North 75 degrees 48 minutes 52 seconds East and a length of 141.93 feet, to a point; thence South 80 degrees 15 minutes 41 seconds East for a distance of 311.41 feet to a point; thence along a curve to the left having a radius of 225.00 feet and an arc length of 31.29 feet, said arc being subtended by a chord with a bearing of South 84 degrees 14 minutes 44 seconds East and a length of 31.27 feet, to a point; thence South 88 degrees 13 minutes 47 seconds East for a distance of 78.22 feet to a point; thence departing said Right-of-way South 01 degree 46 minutes 13 seconds West for a distance of 125.41 feet to a point; thence South 71 degrees 17 minutes 34 seconds East for a distance of 37.31 feet to a point; thence South 69 degrees 48 minutes 31 seconds East for a distance of 50.32 feet to a point; thence South 78 degrees 42 minutes 01 second East for a distance of 46.47 feet to a point; thence South 56 degrees 15 minutes 03 seconds East for a distance of 57.45 feet to a point; thence South 35 degrees 32 minutes 33 seconds East for a distance of 32.04 feet to a point; thence South 58 degrees 07 minutes 52 seconds East for a distance of 127.42 feet to a point; thence South 31 degrees 44 minutes 43 seconds East for a distance of 62.44 feet to a point; thence South 60 degrees 53 minutes 04 seconds East for a distance of 103.84 feet to a point;

8K54506 PG0712

thence South 58 degrees 08 minutes 44 seconds East for a distance of 61.80 feet to a point;
thence South 65 degrees 44 minutes 21 seconds East for a distance of 126.14 feet to a point;
thence South 49 degrees 58 minutes 00 seconds East for a distance of 95.73 feet to a point;
thence South 56 degrees 25 minutes 06 seconds East for a distance of 203.18 feet to a point;
thence South 15 degrees 30 minutes 27 seconds West for a distance of 237.13 feet to a point and
The True Point of Beginning.

Containing within said bounds 46.828 acres (2,039,821 square feet) more or less.

Less and except a mitigation area and being more particularly described as follows:

BEGINNING at a 2" open top pipe found at the southeast corner of Land Lot 283, aforesaid district and county; thence North 62°54'21" West a distance of 1093.59 feet to the TRUE POINT OF BEGINNING; thence North 74°09'47" East a distance of 33.15 feet to a point; thence North 85°36'37" East a distance of 14.27 feet to a point; thence South 64°08'32" East a distance of 65.50 feet to a point; thence South 66°30'34" East a distance of 29.40 feet to a point; thence South 81°52'23" East a distance of 28.44 feet to a point; thence South 88°18'57" East a distance of 39.30 feet to a point; thence North 75°10'44" East a distance of 44.16 feet to a point; thence North 61°16'10" East a distance of 22.26 feet to a point; thence South 75°09'56" East a distance of 33.30 feet to a point; thence South 70°04'22" East a distance of 88.41 feet to a point; thence South 51°06'39" East a distance of 52.14 feet to a point; thence South 63°23'20" East a distance of 67.09 feet to a point; thence South 63°26'25" East a distance of 55.17 feet to a point; thence South 76°12'13" East a distance of 95.73 feet to a point; thence South 65°47'36" East a distance of 60.05 feet to a point; thence South 49°13'09" East a distance of 73.38 feet to a point; thence South 52°06'29" East a distance of 32.41 feet to a point; thence South 52°50'06" East a distance of 19.97 feet to a point; thence South 12°44'50" East a distance of 3.99 feet to a point; thence South 39°23'22" East a distance of 27.67 feet to a point; thence South 39°00'40" East a distance of 14.82 feet to a point; thence South 16°42'38" East a distance of 22.90 feet to a point; thence South 14°02'45" East a distance of 15.83 feet to a point; thence South 19°18'10" West a distance of 11.62 feet to a point; thence South 52°57'27" West a distance of 21.72 feet to a point; thence South 38°40'47" West a distance of 10.04 feet to a point; thence South 26°34'54" West a distance of 10.52 feet to a point; thence South 12°36'45" West a distance of 12.52 feet to a point; thence South 12°43'59" West a distance of 10.94 feet to a point; thence South 01°02'06" West a distance of 19.11 feet to a point; thence South 03°49'01" East a distance of 15.52 feet to a point; thence South 08°58'44" East a distance of 13.24 feet to a point; thence South 15°32'05" East a distance of 12.86 feet to a point; thence South 23°49'16" East a distance of 12.79 feet to a point; thence South 25°28'46" East a distance of 24.01 feet to a point; thence South 15°15'56" East a distance of 11.77 feet to a point; thence South 01°43'35" West a distance of 11.90 feet to a point; thence South 15°57'23" West a distance of 10.02 feet to a point; thence South 29°04'19" West a distance of 14.17 feet to a point; thence South 38°54'16" West a distance of 13.71 feet to a point; thence South 70°16'15" West a distance of 43.80 feet to a point; thence South 86°50'21" West a distance of 21.77 feet to a point; thence North 79°23'16" West a distance of 22.43 feet to a point; thence North 90°00'00" West a distance of 18.71 feet to a point; thence South 80°54'58" West a distance of 18.22 feet to a point; thence South 70°43'22" West a distance of 15.74 feet to a point; thence South 53°38'07" West a distance of 17.20 feet to a point; thence South 47°44'48" West a distance of 10.79 feet to a point; thence South 40°07'16" West a distance of 17.65 feet to a point; thence

South 33°42'32" West a distance of 14.88 feet to a point; thence South 39°06'50" West a distance of 13.53 feet to a point; thence South 47°44'49" West a distance of 8.92 feet to a point; thence South 68°12'46" West a distance of 5.76 feet to a point; thence South 84°48'33" West a distance of 6.53 feet to a point; thence North 87°47'56" West a distance of 17.53 feet to a point; thence North 87°36'57" West a distance of 16.96 feet to a point; thence South 81°15'36" West a distance of 19.19 feet to a point; thence South 66°23'09" West a distance of 13.22 feet to a point; thence South 53°08'59" West a distance of 14.92 feet to a point; thence South 39°07'55" West a distance of 10.72 feet to a point; thence South 39°49'32" West a distance of 11.33 feet to a point; thence South 25°01'57" West a distance of 11.98 feet to a point; thence South 25°34'34" West a distance of 17.23 feet to a point; thence South 30°68'55" West a distance of 11.15 feet to a point; thence South 45°01'14" West a distance of 6.24 feet to a point; thence South 65°34'17" West a distance of 6.78 feet to a point; thence South 79°23'16" West a distance of 10.10 feet to a point; thence North 90°00'00" West a distance of 31.32 feet to a point; thence South 85°02'02" West a distance of 16.62 feet to a point; thence South 72°21'42" West a distance of 16.62 feet to a point; thence South 67°23'41" West a distance of 18.54 feet to a point; thence South 56°19'44" West a distance of 18.54 feet to a point; thence South 39°34'47" West a distance of 21.82 feet to a point; thence South 25°34'33" West a distance of 18.58 feet to a point; thence South 36°19'40" West a distance of 8.72 feet to a point; thence South 52°42'57" West a distance of 9.00 feet to a point; thence South 73°37'18" West a distance of 12.08 feet to a point; thence South 88°45'45" West a distance of 16.43 feet to a point; thence North 88°58'40" West a distance of 17.16 feet to a point; thence North 85°14'23" West a distance of 11.07 feet to a point; thence North 86°15'51" West a distance of 14.17 feet to a point; thence North 86°43'55" West a distance of 14.66 feet to a point; thence North 85°44'18" West a distance of 12.95 feet to a point; thence North 86°20'40" West a distance of 19.33 feet to a point; thence North 44°08'13" West a distance of 82.85 feet to a point; thence North 26°43'04" West a distance of 79.71 feet to a point; thence North 10°30'21" West a distance of 253.88 feet to a point; thence North 09°55'24" West a distance of 125.86 feet to a point; thence North 05°23'53" West a distance of 82.95 feet to a point; thence North 09°10'46" West a distance of 128.60 feet to a point; thence North 04°53'47" West a distance of 69.72 feet to THE POINT OF BEGINNING.

Said tract contains 9.848 acres.

Tract VI - The Maintenance Facility

All that tract or parcel of land lying and being in Land Lot 278 of the 7th District, Gwinnett County, Georgia and being more particularly described as follows:

Beginning at the intersection of the westerly Right-of way of Moore Road (80' R/W) with the southerly Right-of-way of Hutchins Ferry Road (Right-of-way varies), thence, proceed North 72 degrees 42 minutes 23 seconds West for a distance of 17.35 feet to a point; thence North 73 degrees 31 minutes 33 seconds West for a distance of 82.40 feet to a point; thence North 73 degrees 21 minutes 19 seconds West for a distance of 0.53 feet to a point; thence North 73 degrees 17 minutes 23 seconds West for a distance of 97.82 feet to a point; thence along a curve

to the left having a radius of 21.00 feet and an arc length of 12.38 feet, said arc being subtended by a chord with a bearing of South 33 degrees 10 minutes 10 seconds West and a length of 12.20 feet, to a point; thence South 16 degrees 31 minutes 52 seconds West for a distance of 193.84 feet to a point; thence North 61 degrees 06 minutes 48 seconds West for a distance of 167.15 feet to a point; thence North 38 degrees 30 minutes 47 seconds West for a distance of 40.86 feet to a point; thence North 51 degrees 29 minutes 11 seconds West for a distance of 23.99 feet to a point; thence North 64 degrees 28 minutes 08 seconds West for a distance of 65.16 feet to a point; thence North 60 degrees 22 minutes 28 seconds West for a distance of 65.11 feet to a point; thence North 41 degrees 43 minutes 57 seconds West for a distance of 52.80 feet to a point; thence North 07 degrees 57 minutes 44 seconds East for a distance of 33.97 feet to a point; thence North 16 degrees 40 minutes 12 seconds East for a distance of 34.44 feet to a point; thence North 70 degrees 48 minutes 51 seconds West for a distance of 23.20 feet to a point; thence North 69 degrees 37 minutes 29 seconds West for a distance of 35.89 feet to a point; thence North 69 degrees 38 minutes 32 seconds West for a distance of 52.91 feet to a point; thence North 62 degrees 10 minutes 14 seconds West for a distance of 41.12 feet to a point; thence North 57 degrees 12 minutes 48 seconds West for a distance of 38.34 feet to a point; thence North 57 degrees 14 minutes 40 seconds West for a distance of 51.29 feet to a point; thence North 57 degrees 17 minutes 53 seconds West for a distance of 61.73 feet to a point; thence North 64 degrees 54 minutes 52 seconds West for a distance of 39.48 feet to a point; thence North 81 degrees 11 minutes 34 seconds West for a distance of 34.54 feet to a point; thence South 86 degrees 27 minutes 22 seconds West for a distance of 17.43 feet to a point; thence along a curve to the left having a radius of 125.00 feet and an arc length of 18.65 feet, said arc being subtended by a chord with a bearing of South 80 degrees 14 minutes 47 seconds West and a length of 18.63 feet, to a point; thence South 75 degrees 58 minutes 22 seconds West for a distance of 13.37 feet to a point; thence along a curve to the left having a radius of 225.00 feet and an arc length of 126.79 feet, said arc being subtended by a chord with a bearing of South 59 degrees 49 minutes 44 seconds West and a length of 125.12 feet, to a point; thence along a curve to the left having a radius of 9.00 feet and an arc length of 23.65 feet, said arc being subtended by a chord with a bearing of South 31 degrees 35 minutes 17 seconds East and a length of 17.41 feet, to a point; thence along a curve to the left having a radius of 355.00 feet and an arc length of 222.85 feet, said arc being subtended by a chord with a bearing of South 55 degrees 09 minutes 14 seconds West and a length of 219.21 feet, to a point; thence North 37 degrees 10 minutes 15 seconds East for a distance of 189.28 feet to a point; thence along a curve to the right having a radius of 275.00 feet and an arc length of 186.23 feet, said arc being subtended by a chord with a bearing of North 56 degrees 34 minutes 21 seconds East and a length of 182.69 feet, to a point; thence North 75 degrees 58 minutes 22 seconds East for a distance of 13.37 feet to a point; thence along a curve to the right having a radius of 175.00 feet and an arc length of 26.10 feet, said arc being subtended by a chord with a bearing of North 80 degrees 14 minutes 47 seconds East and a length of 26.08 feet, to a point; thence North 88 degrees 14 minutes 14 seconds East for a distance of 23.04 feet to a point; thence North 83 degrees 36 minutes 25 seconds East for a distance of 0.18 feet to a point; thence South 81 degrees 11 minutes 34 seconds East for a distance of 48.08 feet to a point; thence South 64 degrees 54 minutes 52 seconds East for a distance of 49.75 feet to a point; thence South 57 degrees 17 minutes 53 seconds East for a distance of 65.01 feet to a point; thence South 57 degrees 14 minutes 40 seconds East for a distance of 51.33 feet to a point; thence South 57 degrees 12 minutes 48 seconds East for a distance of 36.23 feet to a point; thence South 62

degrees 10 minutes 14 seconds East for a distance of 35.80 feet to a point; thence South 69 degrees 38 minutes 32 seconds East for a distance of 49.72 feet to a point; thence South 69 degrees 37 minutes 29 seconds East for a distance of 35.39 feet to a point; thence South 70 degrees 48 minutes 51 seconds East for a distance of 21.44 feet to a point; thence South 73 degrees 44 minutes 10 seconds East for a distance of 25.61 feet to a point; thence South 78 degrees 22 minutes 44 seconds East for a distance of 27.43 feet to a point; thence South 81 degrees 54 minutes 34 seconds East for a distance of 40.71 feet to a point; thence South 81 degrees 24 minutes 35 seconds East for a distance of 3.51 feet to a point; thence South 79 degrees 44 minutes 28 seconds East for a distance of 28.16 feet to a point; thence South 76 degrees 00 minutes 46 seconds East for a distance of 28.56 feet to a point; thence South 72 degrees 57 minutes 23 seconds East for a distance of 55.68 feet to a point; thence South 73 degrees 20 minutes 41 seconds East for a distance of 56.15 feet to a point; thence South 73 degrees 17 minutes 22 seconds East for a distance of 63.04 feet to a point; thence South 73 degrees 12 minutes 07 seconds East for a distance of 65.72 feet to a point; thence South 73 degrees 21 minutes 19 seconds East for a distance of 73.97 feet to a point; thence South 73 degrees 31 minutes 33 seconds East for a distance of 82.68 feet to a point; thence South 72 degrees 42 minutes 23 seconds East for a distance of 18.05 feet to a point; thence South 81 degrees 25 minutes 58 seconds East for a distance of 30.01 feet to a point; thence along a curve to the left having a radius of 1398.59 feet and an arc length of 48.84 feet, said arc being subtended by a chord with a bearing of South 17 degrees 39 minutes 06 seconds West and a length of 48.83 feet, to a point and The True Point of Beginning.

Containing within said bounds 2.744 acres (119,519 square feet) more or less.

LESS AND EXCEPT A MITIGATION AREA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 2" open top pipe found at the Southeast corner of Land Lots 283 & 314, aforesaid district of county; thence North 35°22'36" West a distance of 3129.98 feet to the TRUE POINT OF BEGINNING; thence South 55°11'34" West a distance of 73.92 feet to a point; thence North 40°37'30" West a distance of 11.61 feet to a point; thence North 54°38'35" West a distance of 44.78 feet to a point; thence North 73°36'38" West a distance of 38.39 feet to a point; thence South 77°58'10" West a distance of 33.78 feet to a point; thence South 48°48'51" West a distance of 34.54 feet to a point; thence South 09°11'20" West a distance of 37.30 feet to a point; thence South 19°17'24" East a distance of 22.95 feet to a point; thence South 56°18'36" East a distance of 25.38 feet to a point; thence South 63°02'54" East a distance of 44.57 feet to a point; thence South 51°20'30" East a distance of 34.68 feet to a point; thence North 63°46'20" East a distance of 85.65 feet to a point; thence North 02°33'07" West a distance of 31.65 feet to a point; thence North 40°37'30" West a distance of 26.89 feet to a point; thence North 55°11'34" East a distance of 74.19 feet to a point; thence South 41°56'52" East a distance of 38.15 feet to a point; thence North 68°08'13" East a distance of 36.98 feet to a point; thence South 36°11'36" East a distance of 57.56 feet to a point; thence South 47°39'50" West a distance of 40.49 feet to a point; thence South 26°08'04" West a distance of 48.01 feet to a point; thence South 30°48'37" West a distance of 38.73 feet to a point; thence South 30°34'16" West a distance of 42.78 feet to a point; thence South 63°59'50" West a distance of 57.01 feet to a point; thence South 54°16'49" West a distance of 47.07 feet to a point; thence South 50°29'05" West a distance of 41.89 feet to a point;

BK54506 PG0716

thence North 89°12'18" West a distance of 62.06 feet to a point; thence North 36°06'42" West a distance of 111.28 feet to a point; thence North 27°35'16" West a distance of 66.34 feet to a point; thence North 17°04'56" West a distance of 89.61 feet to a point; thence North 01°37'42" West a distance of 46.52 feet to a point; thence North 21°11'42" East a distance of 46.66 feet to a point; thence North 33°06'42" East a distance of 51.48 feet to a point; thence South 86°05'49" East a distance of 45.46 feet to a point; thence South 80°05'25" East a distance of 53.28 feet to a point; thence North 82°42'36" East a distance of 31.95 feet to a point; thence South 50°27'18" East a distance of 40.67 feet to a point; thence North 85°18'48" East a distance of 39.34 feet to a point; thence South 47°53'43" East a distance of 34.52 feet to a point; thence South 48°52'31" East a distance of 35.06 feet to a point; thence South 41°56'52" East a distance of 2.64 feet to THE TRUE POINT OF BEGINNING.

Said tract contains 1.826 acres (79,540 sq. ft.) more or less.

BK54506 PG0717

Exhibit "C"
Legal Description

(The River Club - Common Areas 1-10)

COMMON AREA #1

All that tract or parcel of land lying and being in Land Lot 278 of the 7th Land District, Gwinnett County, Georgia and being particularly described as follows:

To find the true point of beginning, commence at the westerly right of way of Moore Road (right of way varies) and the southerly most mitered corner of Crescent River Crossing (private roadway – width varies); THENCE traveling along said westerly right of way of Moore Road in a generally southerly direction for a distance of 719.80 feet to a point, said point being the southeasterly corner of Lot 11, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, continuing on said right of way along a curve to the right having a radius of 639.91 feet and an arc length of 39.69 feet being subtended by a chord bearing of South 22 Degrees 21 Minutes 28 Seconds West and a chord distance of 39.68 feet to a point; THENCE along a curve to the right having a radius of 2550.03 feet and an arc length of 268.43 feet being subtended by a chord bearing of South 27 Degrees 09 Minutes 01 Seconds West and a chord distance of 268.31 feet to a point; THENCE South 30 Degrees 09 Minutes 57 Seconds West for a distance of 318.84 feet to a point; THENCE along a curve to the left having a radius of 1701.71 feet and an arc length of 259.57 feet being subtended by a chord bearing of South 25 Degrees 47 Minutes 46 Seconds West and a chord distance of 259.32 feet to a point; THENCE South 21 Degrees 25 Minutes 35 Seconds West for a distance of 277.41 feet to a point; THENCE along a curve to the right having a radius of 1043.58 feet and an arc length of 352.24 feet being subtended by a chord bearing of South 31 Degrees 05 Minutes 46 Seconds West and a chord distance of 350.57 feet to a point, said point marked by a 1/2 inch rebar pin found; THENCE leaving said right of way North 37 Degrees 50 Minutes 13 Seconds West for a distance of 145.31 feet to a point on the southeasterly edge of Lochsa Lane (50' Private Roadway); THENCE traveling on said private roadway North 37 Degrees 50 Minutes 03 Seconds East for a distance of 164.51 feet to a point; THENCE along a curve to the left having a radius of 825.00 feet and an arc length of 206.55 feet being subtended by a chord bearing of North 30 Degrees 39 Minutes 43 Seconds East and a chord distance of 206.01 feet to a point; THENCE North 23 Degrees 29 Minutes 23 Seconds East for a distance of 196.28 feet to a point; THENCE along a curve to the right having a radius of 475.00 feet and an arc length of 143.45 feet being subtended by a chord bearing of North 32 Degrees 08 Minutes 29 Seconds East and a chord distance of 142.90 feet to a point; THENCE North 40 Degrees 47 Minutes 34 Seconds East for a distance of 128.56 feet to a point; THENCE along a curve to the right having a radius of 475.00 feet and an arc length of 12.93 feet being subtended by a chord bearing of North 41 Degrees 34 Minutes 22 Seconds East and a chord distance of 12.93 feet to a point; THENCE North 42 Degrees 21 Minutes 10 Seconds East for a distance of 76.87 feet to a point; THENCE along a curve to the left having a radius of 285.00 feet and an arc length of 336.17 feet being subtended by a chord bearing of North 08 Degrees 33 Minutes 43 Seconds East and a chord distance of 317.01 feet to a point, said point marked by a 1/2 inch rebar pin found; THENCE leaving said private roadway and traveling North 64 Degrees 46 Minutes 15 Seconds East for a

distance of 38.54 feet to a point; THENCE North 19 Degrees 39 Minutes 14 Seconds East for a distance of 59.27 feet to a point; THENCE North 68 Degrees 06 Minutes 07 Seconds East for a distance of 189.21 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 3.028 Acres

COMMON AREA #2

All that tract or parcel of land lying and being in Land Lot 278 of the 7th Land District, Gwinnett County, Georgia and being particularly described as follows:

To find the true point of beginning, commence at the intersection of the Land Lot Line common to Land Lots 278 and 279 and the westerly right of way of Moore Road (right of way varies); THENCE leaving said right of way and traveling on said Land Lot Line North 27 Degrees 51 Minutes 33 Seconds West for a distance of 550.02 feet to a point, said point marked by a ½ inch rebar pin found, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, continuing on said Land Lot Line North 27 Degrees 51 Minutes 33 Seconds West for a distance of 268.30 feet to a point, said point marked by a ½ inch rebar pin found; THENCE leaving said Land Lot Line and traveling North 62 Degrees 08 Minutes 27 Seconds East for a distance of 25.93 feet to a point; THENCE North 70 Degrees 29 Minutes 08 Seconds East for a distance of 17.25 feet to a point; THENCE South 86 Degrees 24 Minutes 59 Seconds East for a distance of 53.38 feet to a point; THENCE North 53 Degrees 23 Minutes 33 Seconds East for a distance of 56.33 feet to a point; THENCE North 49 Degrees 41 Minutes 49 Seconds East for a distance of 42.25 feet to a point; THENCE North 45 Degrees 11 Minutes 07 Seconds East for a distance of 43.81 feet to a point; THENCE North 37 Degrees 44 Minutes 25 Seconds East for a distance of 63.69 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 44 Degrees 26 Minutes 42 Seconds East for a distance of 61.24 feet to a point; THENCE North 52 Degrees 14 Minutes 49 Seconds East for a distance of 42.38 feet to a point; THENCE North 56 Degrees 50 Minutes 22 Seconds East for a distance of 29.92 feet to a point; THENCE North 43 Degrees 26 Minutes 24 Seconds East for a distance of 36.29 feet to a point; THENCE North 46 Degrees 26 Minutes 24 Seconds East for a distance of 32.00 feet to a point; THENCE North 65 Degrees 14 Minutes 08 Seconds East for a distance of 29.17 feet to a point; THENCE North 29 Degrees 03 Minutes 45 Seconds East for a distance of 53.01 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 24 Degrees 45 Minutes 14 Seconds East for a distance of 41.70 feet to a point; THENCE South 27 Degrees 17 Minutes 13 Seconds East for a distance of 23.11 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 10 Degrees 58 Minutes 08 Seconds East for a distance of 44.27 feet to a point; THENCE South 17 Degrees 58 Minutes 04 Seconds West for a distance of 74.96 feet to a point; THENCE South 48 Degrees 05 Minutes 35 Seconds West for a distance of 19.75 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 48 Degrees 05 Minutes 35 Seconds West for a distance of 25.95 feet to a point; THENCE South 33 Degrees 43 Minutes 17 Seconds West for a distance of 57.57 feet to a point; THENCE South 31 Degrees 16 Minutes 31 Seconds West for a distance of 22.95 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 31 Degrees 16 Minutes 31 Seconds West for a

distance of 11.62 feet to a point; THENCE South 35 Degrees 12 Minutes 30 Seconds West for a distance of 39.32 feet to a point; THENCE South 36 Degrees 36 Minutes 30 Seconds West for a distance of 26.79 feet to a point; THENCE South 17 Degrees 56 Minutes 10 Seconds West for a distance of 32.76 feet to a point; THENCE South 17 Degrees 26 Minutes 46 Seconds West for a distance of 33.62 feet to a point; THENCE South 05 Degrees 15 Minutes 41 Seconds West for a distance of 36.78 feet to a point; THENCE South 27 Degrees 28 Minutes 27 Seconds West for a distance of 31.13 feet to a point; THENCE South 48 Degrees 15 Minutes 23 Seconds West for a distance of 36.23 feet to a point; THENCE South 59 Degrees 24 Minutes 06 Seconds West for a distance of 22.36 feet to a point; THENCE South 01 Degrees 25 Minutes 42 Seconds West for a distance of 6.17 feet to a point; THENCE South 44 Degrees 05 Minutes 46 Seconds West for a distance of 6.81 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 58 Degrees 06 Minutes 13 Seconds East for a distance of 247.62 feet to a point on the northwesterly edge of Lochsa Lane (50' private roadway), said point marked by a ½ inch rebar pin found; THENCE traveling on said Lochsa Lane, along a curve to the left having a radius of 50.00 feet and an arc length of 30.47 feet being subtended by a chord bearing of South 31 Degrees 53 Minutes 47 Seconds West and a chord distance of 30.00 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 58 Degrees 06 Minutes 13 Seconds West for a distance of 270.92 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 35 Degrees 56 Minutes 08 Seconds West for a distance of 59.29 feet to a point; THENCE North 43 Degrees 38 Minutes 24 Seconds West for a distance of 14.58 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 39 Degrees 32 Minutes 18 Seconds West for a distance of 17.45 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 62 Degrees 08 Minutes 27 Seconds West for a distance of 30.00 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 2.552 Acres

COMMON AREA #3

All that tract or parcel of land lying and being in Land Lot 279 of the 7th Land District, Gwinnett County, Georgia and being particularly described as follows:

To find the true point of beginning, commence at the intersection of the Land Lot Line common to Land Lots 278 and 279 and the westerly right of way of Moore Road (right of way varies); THENCE leaving said right of way and traveling on said Land Lot Line North 27 Degrees 51 Minutes 33 Seconds West for a distance of 1240.96 feet to point; THENCE leaving said Land Lot Line and traveling South 61 Degrees 01 Minutes 28 Seconds West for a distance of 331.15 feet to a point, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, continuing South 61 Degrees 01 Minutes 28 Seconds West for a distance of 223.94 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 28 Degrees 58 Minutes 32 Seconds West for a distance of 59.76 feet to a point; THENCE North 04 Degrees 53 Minutes 25 Seconds West for a distance of 67.24 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 16 Degrees 25 Minutes 36 Seconds East for a distance of 67.16 feet to a point; THENCE North 45 Degrees 07 Minutes 22 Seconds East for a distance of 48.30 feet to a point; THENCE North 37 Degrees 01 Minutes 34

Seconds East for a distance of 26.27 feet to a point; THENCE North 27 Degrees 47 Minutes 09 Seconds East for a distance of 46.88 feet to a point; THENCE North 30 Degrees 59 Minutes 55 Seconds East for a distance of 38.41 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 43 Degrees 42 Minutes 09 Seconds East for a distance of 44.14 feet to a point, said point marked by a ½ inch rebar pin found; THENCE North 60 Degrees 48 Minutes 42 Seconds East for a distance of 25.17 feet to a point; THENCE North 80 Degrees 17 Minutes 25 Seconds East for a distance of 13.90 feet to a point; THENCE North 37 Degrees 54 Minutes 08 Seconds East for a distance of 32.94 feet to a point; THENCE North 40 Degrees 29 Minutes 25 Seconds East for a distance of 45.21 feet to a point; THENCE North 45 Degrees 58 Minutes 14 Seconds East for a distance of 36.72 feet to a point; THENCE North 39 Degrees 28 Minutes 38 Seconds East for a distance of 23.16 feet to a point; THENCE North 23 Degrees 53 Minutes 12 Seconds East for a distance of 28.07 feet to a point; THENCE North 71 Degrees 09 Minutes 59 Seconds East for a distance of 16.82 feet to a point; THENCE North 18 Degrees 15 Minutes 00 Seconds East for a distance of 18.91 feet to a point; THENCE North 65 Degrees 39 Minutes 11 Seconds East for a distance of 39.24 feet to a point; THENCE South 24 Degrees 08 Minutes 30 Seconds West for a distance of 34.73 feet to a point; THENCE South 08 Degrees 14 Minutes 39 Seconds East for a distance of 15.99 feet to a point; THENCE South 41 Degrees 42 Minutes 52 Seconds West for a distance of 20.91 feet to a point; THENCE South 17 Degrees 19 Minutes 32 Seconds West for a distance of 11.54 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 87 Degrees 11 Minutes 52 Seconds East for a distance of 177.77 feet to a point on the westerly edge of Flathead Pass (50' Private Roadway); THENCE traveling on said roadway along a curve to the left having a radius of 50.00 feet and an arc length of 30.47 feet being subtended by a chord bearing of South 02 Degrees 48 Minutes 08 Seconds West and a chord distance of 30.00 feet to a point, said point marked by a ½ inch rebar pin found; THENCE leaving said roadway North 87 Degrees 11 Minutes 52 Seconds West for a distance of 186.78 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 20 Degrees 36 Minutes 42 Seconds West for a distance of 11.87 feet to a point; THENCE South 47 Degrees 49 Minutes 23 Seconds West for a distance of 35.76 feet to a point; THENCE South 13 Degrees 35 Minutes 22 Seconds West for a distance of 29.42 feet to a point; THENCE South 30 Degrees 05 Minutes 33 Seconds West for a distance of 44.89 feet to a point; THENCE South 46 Degrees 04 Minutes 39 Seconds West for a distance of 34.49 feet to a point; THENCE South 15 Degrees 05 Minutes 38 Seconds West for a distance of 26.13 feet to a point; THENCE South 05 Degrees 51 Minutes 17 Seconds East for a distance of 40.69 feet to a point; THENCE South 23 Degrees 38 Minutes 52 Seconds West for a distance of 36.62 feet to a point, said point marked by a ½ inch rebar pin found; THENCE South 21 Degrees 40 Minutes 19 Seconds East for a distance of 97.71 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 1.505 Acres

COMMON AREA # 4

All that tract or parcel of land lying and being in Land Lot 278 of the 7th Land District, Gwinnett County, Georgia and being particularly described as follows:

To find the true point of beginning, commence at the westerly right of way of Moore Road (right of way varies) and the northerly most mitered corner of Crescent River Crossing (private

roadway – width varies); THENCE traveling on said Crescent River Crossing South 49 Degrees 30 Minutes 29 Seconds West for a distance of 28.74 feet to a point; THENCE traveling South 84 Degrees 27 Minutes 47 Seconds West for a distance of 87.26 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 13.03 feet being subtended by a chord bearing of South 15 Degrees 07 Minutes 34 Seconds West and a chord distance of 9.64 feet to a point; THENCE along a curve to the left having a radius of 122.00 feet and an arc length of 30.69 feet being subtended by a chord bearing of South 82 Degrees 35 Minutes 24 Seconds West and a chord distance of 30.61 feet to a point; THENCE South 68 Degrees 51 Minutes 30 Seconds West for a distance of 47.34 feet to a point, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, traveling South 64 Degrees 27 Minutes 10 Seconds West for a distance of 0.54 feet to a point; THENCE along a curve to the right having a radius of 158.00 feet and an arc length of 135.84 feet being subtended by a chord bearing of South 89 Degrees 04 Minutes 55 Seconds West and a chord distance of 131.69 feet to a point; THENCE North 66 Degrees 17 Minutes 21 Seconds West for a distance of 48.92 feet to a point; THENCE along a curve to the left having a radius of 182.00 feet and an arc length of 73.60 feet being subtended by a chord bearing of North 77 Degrees 52 Minutes 28 Seconds West and a chord distance of 73.10 feet to a point; THENCE North 89 Degrees 27 Minutes 35 Seconds West for a distance of 39.97 feet to a point; THENCE along a curve to the right having a radius of 148.00 feet and an arc length of 155.52 feet being subtended by a chord bearing of North 59 Degrees 21 Minutes 21 Seconds West and a chord distance of 148.47 feet to a point; THENCE North 29 Degrees 15 Minutes 06 Seconds West for a distance of 27.93 feet to a point; THENCE along a curve to the right having a radius of 53.00 feet and an arc length of 146.40 feet being subtended by a chord bearing of North 55 Degrees 16 Minutes 32 Seconds East and a chord distance of 104.10 feet to a point; THENCE South 45 Degrees 35 Minutes 26 Seconds East for a distance of 26.51 feet to a point; THENCE along a curve to the left having a radius of 272.00 feet and an arc length of 212.01 feet being subtended by a chord bearing of South 67 Degrees 55 Minutes 13 Seconds East and a chord distance of 206.69 feet to a point; THENCE North 89 Degrees 45 Minutes 00 Seconds East for a distance of 24.50 feet to a point; THENCE along a curve to the left having a radius of 202.00 feet and an arc length of 9.98 feet being subtended by a chord bearing of North 88 Degrees 20 Minutes 07 Seconds East and a chord distance of 9.98 feet to a point; THENCE North 86 Degrees 55 Minutes 13 Seconds East for a distance of 47.95 feet to a point; THENCE along a curve to the right having a radius of 118.00 feet and an arc length of 47.95 feet being subtended by a chord bearing of South 81 Degrees 26 Minutes 15 Seconds East and a chord distance of 47.60 feet to a point; THENCE along a curve to the right having a radius of 50.00 feet and an arc length of 117.15 feet being subtended by a chord bearing of South 02 Degrees 40 Minutes 16 Seconds East and a chord distance of 92.13 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 1.095 Acres.

COMMON AREA #5

All that tract or parcel of land lying and being in Land Lot 278 of the 7th Land District, Gwinnett County, Georgia and being particularly described as follows:

To find the true point of beginning, commence at the westerly right of way of Moore Road (right of way varies) and the northerly most mitered corner of Crescent River Crossing (private roadway – width varies); THENCE traveling on said Crescent River Crossing South 49 Degrees 30 Minutes 29 Seconds West for a distance of 28.74 feet to a point; THENCE traveling South 84 Degrees 27 Minutes 47 Seconds West for a distance of 87.26 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 13.03 feet being subtended by a chord bearing of South 15 Degrees 07 Minutes 34 Seconds West and a chord distance of 9.64 feet to a point; THENCE along a curve to the left having a radius of 122.00 feet and an arc length of 30.69 feet being subtended by a chord bearing of South 82 Degrees 35 Minutes 24 Seconds West and a chord distance of 30.61 feet to a point; THENCE South 68 Degrees 51 Minutes 30 Seconds West for a distance of 47.34 feet to a point; THENCE along a curve to the left having a radius of 50.00 feet and an arc length of 117.15 feet being subtended by a chord bearing of North 02 Degrees 40 Minutes 16 Seconds West and a chord distance of 92.13 feet to a point; THENCE along a curve to the left having a radius of 118.00 feet and an arc length of 47.95 feet being subtended by a chord bearing of North 81 Degrees 26 Minutes 15 Seconds West and a chord distance of 47.62 feet to a point; THENCE South 86 Degrees 55 Minutes 13 Seconds West for a distance of 47.95 feet to a point; THENCE along a curve to the right having a radius of 202.00 feet and an arc length of 9.98 feet being subtended by a chord bearing of South 88 Degrees 20 Minutes 07 Seconds West and a chord distance of 9.98 feet to a point; THENCE South 89 Degrees 45 Minutes 00 Seconds West for a distance of 24.50 feet to a point; THENCE North 30 Degrees 48 Minutes 21 Seconds West for a distance of 18.19 feet to a point, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, along a curve to the right having a radius of 256.50 feet and an arc length of 301.46 feet being subtended by a chord bearing of North 54 Degrees 30 Minutes 50 Seconds West and a chord distance of 284.41 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 13.27 feet being subtended by a chord bearing of North 55 Degrees 12 Minutes 53 Seconds East and a chord distance of 9.71 feet to a point; THENCE along a curve to the left having a radius of 262.00 feet and an arc length of 87.48 feet being subtended by a chord bearing of South 58 Degrees 17 Minutes 31 Seconds East and a chord distance of 87.07 feet to a point; THENCE South 67 Degrees 51 Minutes 26 Seconds East for a distance of 36.66 feet to a point; THENCE along a curve to the right having a radius of 148.00 feet and an arc length of 58.69 feet being subtended by a chord bearing of South 56 Degrees 29 Minutes 50 Seconds East and a chord distance of 58.30 feet to a point; THENCE South 45 Degrees 08 Minutes 13 Seconds East for a distance of 97.00 feet to a point; THENCE along a curve to the left having a radius of 84.50 feet and an arc length of 2.49 feet being subtended by a chord bearing of South 45 Degrees 58 Minutes 52 Seconds East and a chord distance of 2.49 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 12.30 feet being subtended by a chord bearing of South 22 Degrees 20 Minutes 52 Seconds West and a chord distance of 9.42 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 0.301 Acres

COMMON AREA # 6

All that tract or parcel of land lying and being in Land Lot 278 of the 7th Land District, Gwinnett County, Georgia and being particularly described as follows:

To find the true point of beginning, commence at the westerly right of way of Moore Road (right of way varies) and the northerly most mitered corner of Crescent River Crossing (private roadway – width varies); THENCE traveling on said Crescent River Crossing South 49 Degrees 30 Minutes 29 Seconds West for a distance of 28.74 feet to a point; THENCE traveling South 84 Degrees 27 Minutes 47 Seconds West for a distance of 87.26 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 13.03 feet being subtended by a chord bearing of South 15 Degrees 07 Minutes 34 Seconds West and a chord distance of 9.64 feet to a point; THENCE along a curve to the left having a radius of 122.00 feet and an arc length of 30.69 feet being subtended by a chord bearing of South 82 Degrees 35 Minutes 24 Seconds West and a chord distance of 30.61 feet to a point; THENCE South 68 Degrees 51 Minutes 30 Seconds West for a distance of 47.34 feet to a point; THENCE along a curve to the left having a radius of 50.00 feet and an arc length of 117.15 feet being subtended by a chord bearing of North 02 Degrees 40 Minutes 16 Seconds West and a chord distance of 92.13 feet to a point; THENCE along a curve to the left having a radius of 118.00 feet and an arc length of 47.95 feet being subtended by a chord bearing of North 81 Degrees 26 Minutes 15 Seconds West and a chord distance of 47.62 feet to a point; THENCE South 86 Degrees 55 Minutes 13 Seconds West for a distance of 47.95 feet to a point; THENCE along a curve to the right having a radius of 202.00 feet and an arc length of 9.98 feet being subtended by a chord bearing of South 88 Degrees 20 Minutes 07 Seconds West and a chord distance of 9.98 feet to a point; THENCE South 89 Degrees 45 Minutes 00 Seconds West for a distance of 24.50 feet to a point; THENCE North 30 Degrees 48 Minutes 21 Seconds West for a distance of 18.19 feet to a point; THENCE along a curve to the right having a radius of 256.50 feet and an arc length of 301.46 feet being subtended by a chord bearing of North 54 Degrees 30 Minutes 50 Seconds West and a chord distance of 284.41 feet to a point; THENCE South 86 Degrees 23 Minutes 38 Seconds West for a distance of 16.18 feet to a point, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, along a curve to the left having a radius of 272.00 feet and an arc length of 54.28 feet being subtended by a chord bearing of South 25 Degrees 33 Minutes 01 Seconds East and a chord distance of 54.19 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 11.27 feet being subtended by a chord bearing of South 33 Degrees 16 Minutes 48 Seconds West and a chord distance of 9.03 feet to a point; THENCE along a curve to the left having a radius of 65.50 feet and an arc length of 93.49 feet being subtended by a chord bearing of South 56 Degrees 56 Minutes 17 Seconds West and a chord distance of 85.75 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 11.04 feet being subtended by a chord bearing of South 79 Degrees 17 Minutes 04 Seconds West and a chord distance of 8.93 feet to a point; THENCE along a curve to the left having a radius of 172.00 feet and an arc length of 57.36 feet being subtended by a chord bearing of North 47 Degrees 02 Minutes 07 Seconds West and a chord distance of 57.10 feet to a point; THENCE North 56 Degrees 35 Minutes 21 Seconds West for a distance of 101.50 feet to a point; THENCE along a curve to the right having a radius of 148.00 feet and an arc length of 43.60 feet being subtended by a chord bearing of North 48 Degrees 09

BK54506 P0724

Minutes 01 Seconds West and a chord distance of 43.44 feet to a point; THENCE North 39 Degrees 42 Minutes 41 Seconds West for a distance of 140.46 feet to a point; THENCE along a curve to the left having a radius of 166.58 feet and an arc length of 189.26 feet being subtended by a chord bearing of North 72 Degrees 15 Minutes 32 Seconds West and a chord distance of 179.24 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 14.29 feet being subtended by a chord bearing of North 22 Degrees 56 Minutes 17 Seconds West and a chord distance of 9.90 feet to a point; THENCE along a curve to the right having a radius of 328.00 feet and an arc length of 579.55 feet being subtended by a chord bearing of South 70 Degrees 27 Minutes 07 Seconds East and a chord distance of 507.04 feet to a point; THENCE South 19 Degrees 50 Minutes 02 Seconds East for a distance of 22.37 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 1.566 Acres

COMMON AREA #7

All that tract or parcel of land lying and being in Land Lot 285 of the 7th Land District, Gwinnett County, Georgia and being particularly described as follows:

To find the true point of beginning, commence at the intersection of the northeast edge of Whitestone Way (50' private roadway at this point) and the southeast edge of Middle Fork Trail (50' private roadway) if extended to form a point; THENCE traveling on said northeasterly edge of Whitestone Way for a distance of 734.99 feet to a point, said point being the corner of Lots 361 and 362; THENCE leaving said corner and traveling South 17 Degrees 12 Minutes 21 Seconds West for a distance of 36.41 feet to a point, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, traveling along a curve to the left having a radius of 527.00 feet and an arc length of 75.80 feet being subtended by a chord bearing of South 36 Degrees 07 Minutes 35 Seconds East and a chord distance of 75.74 feet to a point; THENCE South 40 Degrees 14 Minutes 49 Seconds East for a distance of 147.23 feet to a point; THENCE along a curve to the right having a radius of 373.00 feet and an arc length of 115.31 feet being subtended by a chord bearing of South 31 Degrees 23 Minutes 27 Seconds East and a chord distance of 114.85 feet to a point; THENCE South 22 Degrees 32 Minutes 05 Seconds East for a distance of 51.29 feet to a point; THENCE along a curve to the left having a radius of 427.00 feet and an arc length of 94.55 feet being subtended by a chord bearing of South 28 Degrees 52 Minutes 43 Seconds East and a chord distance of 94.36 feet to a point; THENCE South 35 Degrees 13 Minutes 20 Seconds East for a distance of 27.80 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 14.01 feet being subtended by a chord bearing of South 45 Degrees 02 Minutes 57 Seconds West and a chord distance of 9.86 feet to a point; THENCE North 54 Degrees 40 Minutes 45 Seconds West for a distance of 89.13 feet to a point; THENCE along a curve to the right having a radius of 238.00 feet and an arc length of 147.92 feet being subtended by a chord bearing of North 36 Degrees 52 Minutes 26 Seconds West and a chord distance of 145.55 feet to a point; THENCE North 19 Degrees 04 Minutes 07 Seconds West for a distance of 109.88 feet to a point; THENCE along a curve to the left having a radius of 202.00 feet and an arc length of 52.27 feet being subtended by a chord

BK54506 P60725

bearing of North 26 Degrees 28 Minutes 54 Seconds West and a chord distance of 52.12 feet to a point; THENCE North 33 Degrees 53 Minutes 41 Seconds West for a distance of 76.91 feet to a point; THENCE along a curve to the right having a radius of 148.00 feet and an arc length of 38.75 feet being subtended by a chord bearing of North 26 Degrees 23 Minutes 39 Seconds West and a chord distance of 38.64 feet to a point; THENCE North 18 Degrees 53 Minutes 38 Seconds West for a distance of 9.56 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 15.71 feet being subtended by a chord bearing of North 57 Degrees 59 Minutes 39 Seconds East and a chord distance of 10.00 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 0.503 Acres.

COMMON AREA #8

All that tract or parcel of land lying and being in Land Lot 284 of the 7th Land District, Gwinnett County, Georgia and being particularly described as follows:

To find the true point of beginning, commence at the extended intersection of the northeast edge of Crescent River Pass (50' private roadway) and the northwest edge of Middle Fork Trail; THENCE leaving said northwesterly edge of Middle Fork Trail South 81 Degrees 39 Minutes 28 Seconds East for a distance of 45.06 feet to a point, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, traveling along a curve to the right having a radius of 129.50 feet and an arc length of 146.14 feet being subtended by a chord bearing of North 84 Degrees 28 Minutes 12 Seconds East and a chord distance of 138.51 feet to a point; THENCE South 63 Degrees 12 Minutes 00 Seconds East for a distance of 97.52 feet to a point; THENCE along a curve to the right having a radius of 989.50 feet and an arc length of 61.37 feet being subtended by a chord bearing of South 61 Degrees 25 Minutes 24 Seconds East and a chord distance of 61.36 feet to a point; THENCE South 59 Degrees 38 Minutes 48 Seconds East for a distance of 96.64 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 13.64 feet being subtended by a chord bearing of South 18 Degrees 30 Minutes 30 Seconds West and a chord distance of 9.79 feet to a point; THENCE along a curve to the left having a radius of 262.00 feet and an arc length of 320.11 feet being subtended by a chord bearing of South 61 Degrees 39 Minutes 40 Seconds West and a chord distance of 300.57 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 13.29 feet being subtended by a chord bearing of North 77 Degrees 13 Minutes 15 Seconds West and a chord distance of 9.71 feet to a point; THENCE along a curve to the left having a radius of 310.50 feet and an arc length of 234.24 feet being subtended by a chord bearing of North 22 Degrees 42 Minutes 46 Seconds West and a chord distance of 228.73 feet to a point; THENCE along a curve to the right having a radius of 32.00 feet and an arc length of 53.88 feet being subtended by a chord bearing of North 03 Degrees 54 Minutes 27 Seconds East and a chord distance of 47.73 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 1.064 Acres

COMMON AREA # 9

All that tract or parcel of land lying and being in Land Lot 278 of the 7th Land District, Gwinnett County, Georgia and being particularly described as follows:

To find the true point of beginning, commence at the westerly right of way of Moore Road (right of way varies) and the northerly most mitered corner of Crescent River Crossing (private roadway – width varies); THENCE traveling on said Crescent River Crossing South 49 Degrees 30 Minutes 29 Seconds West for a distance of 28.74 feet to a point; THENCE traveling South 84 Degrees 27 Minutes 47 Seconds West for a distance of 87.26 feet to a point, said point being THE TRUE POINT OF BEGINNING.

THENCE from said point as thus established, along a curve to the right having a radius of 5.00 feet and an arc length of 13.03 feet being subtended by a chord bearing of South 15 Degrees 07 Minutes 34 Seconds West and a chord distance of 9.64 feet to a point; THENCE along a curve to the left having a radius of 122.00 feet and an arc length of 30.69 feet being subtended by a chord bearing of South 82 Degrees 35 Minutes 24 Seconds West and a chord distance of 30.61 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 10.86 feet being subtended by a chord bearing of North 42 Degrees 24 Minutes 36 Seconds West and a chord distance of 8.85 feet to a point; THENCE along a curve to the left having a radius of 63.50 feet and an arc length of 24.55 feet being subtended by a chord bearing of North 08 Degrees 43 Minutes 14 Seconds East and a chord distance of 24.40 feet to a point; THENCE along a curve to the right having a radius of 5.00 feet and an arc length of 12.11 feet being subtended by a chord bearing of North 67 Degrees 01 Minutes 31 Seconds East and a chord distance of 9.36 feet to a point; THENCE along a curve to the left having a radius of 122.00 feet and an arc length of 33.97 feet being subtended by a chord bearing of South 51 Degrees 34 Minutes 08 Seconds East and a chord distance of 33.86 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains 0.020 Acres

COMMON AREA #10

All that tract or parcel of land lying and being in Land Lot 279 of the 7th Land District, Gwinnett County, Georgia and being particularly described as follows:

To find the true point of beginning, commence at the intersection of the southerly edge of Big Horn Hollow (50' private roadway) and the westerly edge of Chattooga Trace (50' private roadway), if extended to form a point; THENCE traveling along a curve to the right having a radius of 115.00 feet and an arc length of 39.80 feet being subtended by a chord bearing of South 05 Degrees 28 Minutes 22 Seconds East and a chord distance of 39.60 feet to a point on the westerly edge of Chattooga Trace, said point being the TRUE POINT OF BEGINNING.

THENCE from said point as thus established, continuing on said westerly edge of Chattooga Trace along a curve to the right having a radius of 115.00 feet and an arc length of 39.86 feet being subtended by a chord bearing of South 14 Degrees 22 Minutes 16 Seconds West and a

DEED B: 56596 P: 00730
05/16/2019 02:40 PM Pgs: 9 Fees: \$28.00

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

After recording please return to:
Trinity Title Insurance Agency, Inc.
P.O. Box 1828
Decatur, GA 30031-1828
TTIA file 66266 . 08

CROSS REFERENCE: Deed Book: 54506
Page: 676

AMENDMENT TO THE RECREATIONAL ACCESS AND AMENITY EASEMENT AND
COST-SHARING AGREEMENT

THIS AMENDMENT to the Recreational Access and Amenity Easement and Cost-Sharing Agreement ("Amendment") is entered into by the **RIVER CLUB INVESTORS, LLC**, a Delaware limited liability company, as successor in title to Crescent River, LLC (the "Declarant"), **THE RIVER CLUB COMMUNITY ASSOCIATION, INC.**, a Georgia non-profit corporation (the "Association"), and **THE RIVER GOLF AND COUNTRY CLUB, LLC**, a Georgia limited liability company, as successor to The River Country Club, LLC (the "Club Owner"). The Declarant, Association and Club Owner may each be referred to herein as a "Party", and may be collectively referred to herein as "Parties".

WITNESSETH

WHEREAS, Declarant, the Association, and the Club Owner executed that certain Recreational Access and Amenity Easement and Cost-Sharing Agreement, which was recorded on August 12, 2016, in Deed Book 54506, Page 676, *et seq.*, in the land records of Gwinnett County, Georgia (hereinafter as supplemented and amended from time to time the "Agreement"); and

WHEREAS, pursuant to that certain Assignment and Acceptance Agreement between The River Country Club, LLC, Crescent River, LLC, and The River Golf and Country Club, LLC, dated August 23, 2016, recorded on September 9, 2016 in Deed Book 54574, Page 1, *et seq.* (the "Assignment") the rights of "Club Owner" under the Agreement were assigned to The River Golf and Country Club, LLC; and

WHEREAS, pursuant to Section 7.2 of the Agreement, the Agreement may be amended only by an instrument signed by the Club Owner, the Association and the Declarant, so long as the Declarant has any rights under Article VII of the Agreement, recorded in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia; and

9

WHEREAS, the Club Owner, Association and the Declarant desire to amend the Agreement as set forth herein; and

WHEREAS, as of the date of this Amendment, Declarant still holds rights under Article VII of the Agreement;

NOW THEREFORE, the Parties hereby amend the Agreement declaring that all the property now or hereafter subject to the Agreement, and any adjoining property affected hereby, shall be held, conveyed, encumbered, used, occupied and improved subject to those benefits and burdens stated in the Agreement as amended hereby:

1.

The Agreement is hereby amended by deleting Section 4.1 and replacing it with the following:

4.1 Maintenance and Operation. Club Owner shall operate the Club Facilities as a "private club" as the term "private" is explained by this Article IV. Subject to force majeure, the Club Owner shall maintain the Club Facilities at all times in a condition comparable to or better than the historical conditions of the Club. The Club Facilities shall be open six (6) days per calendar week (which six (6) days per calendar week shall include Saturdays and Sundays), subject to closure during one of these six (6) days as the result of (i) force majeure, (ii) maintenance or repairs, (iii) seasonal closings, or (iv) Member sponsored outings and tournaments approved by the Club's General Manager pursuant to the limitations set forth at Section 4.8 below, so long as such outings and tournaments do not displace prime weekend tee times for Full Members based on historical Club usage. Club Owner may not terminate or materially impair the rights of the Sports Members from using the Lakeside Family Sports Center other than as may be prescribed by the Club Documents for nonpayment of Club charges or in connection with discipline or expulsion for improper conduct.

2.

The Agreement is hereby amended by deleting Section 4.7 and replacing it with the following:

4.7 Maximum Number of Members. The Club shall have three (3) classes of memberships, Sports Members as described in Section 2.1, Full Members, which include all the rights of Sports Members plus the use of the golf facilities of the Club, and Honorary Memberships as described in Section 4.9. On April 1, 2019, there were 228 Full Members in the Club. The Club will have no more than four hundred twenty five (425) active, dues paying Full Members at any time, *provided, however*, that such number shall be subject to increase only to the extent necessary to make Full Memberships available to initial purchasers of the Units as provided in Section 2.1(a) above ("Maximum Number of Members"), and *provided further*,

that the Club Owner will not sell a Full Membership to a Non-Owner individual during any time that there are more than four hundred twenty five (425) active, dues paying Full Members. The Parties agree that the Club Owner may offer Non-Owner Full Memberships, such as a Corporate Membership, Junior Executive Membership, or other Non-Owner Full Memberships subject to the Membership caps described above; provided that each designated individual with use rights under a Corporate or comparable membership shall count toward the Maximum Number of Members. Parties further agree that the initiation fees and dues for all Non-Owner Memberships will be the same or higher than the comparable class of Owner Memberships. In addition to the limitation on Full Members, the Parties agree that the Club Owner will not issue more than one hundred fifty (150) Non-Owner Sports Memberships at any time. The Parties to this Agreement deem the caps outlined in this Section to be a meaningful limitation on membership in and use of the Club.

3.

The 2016 Recreational Agreement is hereby amended by deleting Section 4.8 in its entirety and replacing it with the following:

4.8 Restricted Outside Use of Club Facilities. With respect to the Club's golf facilities, the Club Owner shall not permit non-members to play the Club's golf course except in one of the following circumstances: (i) by prospective Club members (related to the sale of Club memberships); (ii) related to pro-to-pro reciprocal play with other private Country Clubs with comparable facilities (as determined by the Club Owner), so long as such reciprocal play does not displace prime weekend tee times; (iii) during one of up to eighteen (18) annual Club or Member sponsored tournaments or outings conducted on the one (1) day per calendar week (typically a Monday or Tuesday) when the Club Facilities are closed; and (iv) occasional play by guests of the Club Owner. With respect to the Club's non-golf facilities, the Club Owner shall host only member sponsored weddings, dinners, banquets, and similar events.

4.

The Agreement is hereby amended by deleting Section 4.9 in its entirety and replacing it with the following:

4.9 Honorary Memberships. The Club Owner may issue up to ten (10) honorary memberships ("**Honorary Memberships**") to persons selected and identified by Declarant and Club Owner pursuant to a separate written agreement. Honorary Memberships shall not count against any limits on the number of Full Memberships and will be non-transferable. Honorary Members are to be provided with complimentary golf privileges, will not be obligated to pay membership initiation fees or annual dues, and will have the same privileges to use the Club Facilities as Full Members, but shall be required to pay food and beverage, pro shop

and similar charges incurred while using the Club Facilities. In the event of the resignation by a Honorary Member, the recall by Declarant or revocation by Club Owner of a Honorary Membership, or the death of a Honorary Member, the Club Owner shall reissue such Honorary Membership to another person selected by Declarant or the Club Owner; provided however, that Club Owner may only reissue a Honorary Membership one (1) time during any calendar year. Any Honorary Memberships issued by the Club Owner pursuant to this Section 4.9 shall not limit the number of other types of honorary memberships the Club Owner may issue in its absolute and sole discretion, or include the four (4) Founder Memberships existing as of the effective date of this Agreement.

5.

The Agreement is hereby amended by deleting Section 4.12(a) in its entirety and replacing it with the following:

(a) Following the effective date of this Agreement, the Club Owner shall provide prompt written notice to Declarant, so long as Declarant has any rights under Article VII, and the Association of any new membership offerings made available to non-Owners (including any initiation fee or monthly dues changes and any finance offerings). Any new membership program made available to non-Owners shall also be available to Owners and shall be subject to the Maximum Number of Members and the membership caps stated in Section 4.7.

6.

The Agreement is hereby amended by deleting Section 4.14 in its entirety and replacing it with the following:

4.14 Sale of the Club Facilities

(a) The Club Owner acknowledges the economic and emotional interest the Owners and non-Owner Members have invested in the Club Facilities and therefore, the Club Owner has set forth, in the Club Documents, a ninety (90) day exclusive period (the "Exclusive Period"), right of first offer in favor of the Members to make an offer to purchase the Club Facilities prior to soliciting offers from the general market (the "Member ROFO"). The Member ROFO is evidenced by that certain Memorandum of Right of First Offer dated June 16, 2008, and filed July 28, 2008, in Deed Book 48993, Page 798, *et seq*, in the Office of the Clerk of Superior Court for Gwinnett County, Georgia (the "Memorandum"), which Memorandum shall be amended and restated, in its entirety, by the terms of this paragraph. Further, the Club Owner agrees that the start of the Exclusive Period will be evidenced by the deliver to Members, or groups of Members, relevant documents (the "Documents") that would be customarily made available in the sale process. The Documents to include two years of financials (consolidated and departmental profit/loss statements, balance sheets, and general ledgers), two years of tax returns, surveys,

inspection reports and other material documents that the Club Owner has available and without incurring any expense. If, within one (1) year following the commencement date of the Member ROFO, the Club Facilities are either (a) not sold to a third party, or (b) if the Members make an offer to purchase the Club Facilities that is not accepted by the Club Owner and the purchase price procured by Club Owner for the sale of the applicable Club Facilities is less than ninety percent (90%) of the purchase price offered by the Members, then the Member ROFO shall remain in effect, in which event Members shall again have ninety (90) days after receipt of notice from Club Owner regarding the revised offer in which to act on the Member ROFO with respect to the Club Facilities as contemplated hereunder. The parties acknowledge that any Member or a group of Members may choose to act upon the rights above, and that a group of Members may, and would still be authorized, to create a Member-controlled entity for the purpose of exercising rights under this Section.

(b) The Declarant shall have a sixty (60) day right of second offer to purchase the Club Facilities subject to the right of the Members to exercise the Member ROFO (the "Declarant ROSO"), which Declarant ROSO shall commence forty-five (45) days following the commencement of the Member ROFO and the delivery by the Club Owner to the Declarant of the Documents delivered to the Members in connection with Member ROFO. If, within one (1) year following the commencement date of the Declarant ROSO, the Club Facilities are either (a) not sold to a third party, or (b) if the Declarant makes an offer to purchase the Club that is not accepted by the Club Owner and the purchase price procured by Club Owner for the sale of the applicable Club Facilities is less than ninety percent (90%) of the purchase price offered by the Declarant, then the Declarant ROSO shall remain in effect, in which event Declarant shall again have ninety (90) days after receipt of notice from Club Owner regarding the revised offer in which to act on the Declarant ROSO with respect to the Club Facilities as contemplated hereunder.

(c) If the Members do not make an offer within the time period stated in (a) above or if the Club Owner rejects the offer made by the Members, then if the Declarant does not make an offer within the time period stated in (b) above or if the Club Owner rejects the offer made by the Declarant, the Club Owner may solicit and accept offers from the general market.

7.

The Agreement is hereby amended by adding the following as a new Section 4.15:

4.15 Easements Over Private Roadways. The Association agrees that the grant of easement stated in Section 13.9(e) of the Charter, as amended, extends to the Club Owner and to those individuals mentioned in Section 4.8 (i) to (iv) above to the extent reasonably necessary to exercise their rights to utilize the Club Facilities granted therein.

8.

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

9.

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

10.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has executed this Amendment under seal, this
13th day of MAY, 2019.

DECLARANT:

RIVER CLUB INVESTORS, LLC, a
Delaware limited liability company, as
successor in title to Crescent River, LLC, a
Georgia non-profit corporation

By: [Signature]
Name: DAVID L. FRAME
Title: AUTHORIZED SIGNATORY

Signed, sealed, and delivered
in the presence of:

[Signature] Justin Napolitano
WITNESS
[Signature]
NOTARY PUBLIC

My Commission Expires
[AFFIX NOTARIAL SEAL]



[SIGNATURE] [CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association hereby consents to this Amendment under seal this 13 day of May, 2019.

ASSOCIATION:

THE RIVER CLUB COMMUNITY ASSOCIATION, INC., a Georgia non-profit corporation

By: Karrie L. Crocker
Name: Karrie Crocker
Its: Board Member

Attest: Jennifer A. Genovese
Name: Jennifer A. Genovese
Its: Board Officer

Signed, sealed and delivered
in the presence of
Witness [Signature]
[Signature]
Notary Public
[AFFIX NOTARY SEAL]



[THIS CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Club Owner hereby consents to this Amendment under seal this 16 day of May, 2019.

CLUB OWNER:

THE RIVER GOLF AND COUNTRY CLUB, LLC, a Georgia limited liability company

By: Member
Name: Scott Lee CS.
Its: [Signature]

Signed, sealed and delivered
in the presence of
Witness [Signature]

[Signature]
Notary Public
[AFFIX NOTARY SEAL]

