

BK11386 PG0057

STATE OF GEORGIA
COUNTY OF GWINNETT

RE: COVENANTS RECORDED AT
DEED BOOK 8242, PAGES
1-74, GWINNETT COUNTY

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PARSONS PLANTATION SUBDIVISION

FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA
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JAMES L. CLERK

This First Amendment to the Declaration of Covenants, Conditions and Restrictions for Parsons Plantation Subdivision is made this the 15th day of May, 1995, by Parsons Plantation, Inc., a Georgia Corporation, hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Parsons Plantation Subdivision were dated January 5, 1993, and filed for record at Deed Book 8242, Pages 1-74, Gwinnett County Deed Records; and

WHEREAS, Developer retained the right pursuant to Article 13 of said original Declaration of Covenants, Conditions and Restrictions to amend said Declaration as long as Developer Declarant owned any lot in Parsons Plantation Subdivision; and

WHEREAS, Declarant still owns lots in Parsons Plantation Subdivision and has determined that it would be appropriate to amend said Declaration of Covenants, Conditions and Restrictions to clarify and further define certain classes of membership in the Association and for other purposes.

NOW THEREFORE, Developer hereinafter referred to as Declarant hereby amends said Declaration of Covenants, Conditions and Restrictions for Parsons Plantation Subdivision as the same are recorded at Deed Book 8242, Pages 1-74, inclusive, Gwinnett County

Deed Records (hereinafter the "Declaration") in the following particulars:

1.

Article IV - "Membership in Association" is hereby amended by adding and inserting additional sections to said Article IV as follows:

"4.04 Classes of Membership.

(A) Class A Membership. All owners of lots in Unit 3 Parsons Plantation Subdivision shall be Class A Members and shall have full voting rights all as more particularly specified in the original Declaration.

In addition, those owners who own lots in what was previously denominated as Parsons Landing Subdivision Units 1 and/or 2, but which Units of Parsons Landing have been renamed and refiled and are now known as Parsons Plantation, Units 1 and/or 2, respectively, shall be entitled to Class A membership status provided that the owner of any such lot in Parsons Plantation, Units 1 or 2 shall:

(i) in writing legally submit their particular lot to the Declaration by appropriate legal instrument executed and filed for record in the Deed Records of Gwinnett County, Georgia, which submission shall ratify, confirm and subject such lot to the Declaration including the mandatory assessment provisions thereof, provided, however, that said lots so submitted shall be grandfathered as to the Architectural Standards set forth in Article X of the Declaration and the Protective Covenants set forth in Article XI of the Declaration to the extent that said Architectural Standards and/or Protective Covenants in Article XI are more restrictive than the Protective Covenants applicable to Parsons Landing Units 1 and/or 2; and

(ii) have paid to the Developer, Parsons Plantation, Inc., the membership fee of \$1,000.00 specified at Section 4.03 of the Declaration, together with the then current annual assessment due to the Association or at such time as the Developer shall no longer be entitled to charge a

membership fee, such owner shall have paid to the Association such membership fee and the then current assessments due to the Association.

All such owners shall be entitled to full and complete voting rights including the right to serve as an officer or director of the Association all as more particularly set forth in the Declaration or in the Bylaws of Parsons Plantation Property Owners Association, Inc. In the event that such owner of a lot in Parsons Plantation Subdivision, Units 1 and/or 2, shall subject such owner's lot to the mandatory assessment provisions of the Declaration, all such owners so submitting their lots shall be entitled to full and complete voting rights including the right to serve as an Officer or Legal Director of the Association to the same extent as and on an equal footing with owners of lots in Unit 3, Parsons Plantation Subdivision, all as more particularly set forth in the Declaration as amended hereby and in the Bylaws of the Parsons Plantation Property Owners Association, Inc. (hereinafter referred to as the "Association").

(B) Class B Membership. Class B Members shall be all of those owners of lots in Parsons Landing, Units 1 and 2 now known as Parsons Plantation Subdivision, Units 1 and 2 who elect to join the Association on a voluntary basis in order to obtain the benefits and privileges of the recreation area and amenities, but who do not submit their lot to the Declaration or the mandatory assessment provisions thereof and who at the time that they join, as a precondition to such membership, shall have:

(i) paid to the Developer, Parsons Plantation, Inc., the membership fee of \$1,000.00 specified at Section 4.03 of the Declaration and paid to the Association the then current annual assessment due to the Association; or

(ii) at such time as the Developer shall no longer be entitled to charge a membership fee, such owner shall have paid to the Association such membership fee and the then current year assessment due to the Association.

Class B Members shall have no right to vote nor shall they have the right to serve as a Director of the Association or to hold official office therein. Class B Members may serve on committees appointed by the Board of Directors of the Association, and if so appointed to such a committee, shall have a right to vote at committee meetings.

Class B Members shall be entitled to elect from those persons holding Class B membership status a single representative to serve as an Advisory Director to the Board of Directors of the Association. Such Advisory Director shall not have any voting rights on the Board of Directors but shall be entitled to attend and participate in the meetings of the Board of Directors except that they shall have no vote on any matter pending before said Board of Directors except as may otherwise be provided in the Declaration as Amended, the Articles of Incorporation of the Association or the Bylaws of the Association.

(C) Class C Membership. Class C Members shall comprise all those persons who own lots in Parsons Ridge Subdivision who elect to voluntarily join the Association in order to obtain the benefit and use of the recreation area and amenities owned by the Association and who at the time that they join, as a precondition to such membership, shall have:

(i) paid to the Developer, Parsons Plantation, Inc., the membership fee of \$1,000.00 specified at Section 4.03 of the Declaration and paid to the Association the then current annual assessment due to the Association; or

(ii) at such time as the Developer shall no longer be entitled to charge a membership fee, such owner shall have paid to the Association such membership fee and the then current assessments due to the Association.

Class C Members shall have no right to vote nor shall they have the right to serve as a Director the Association or to hold official office therein. Class C Members may serve on committees appointed by the Board of Directors of the Association, and if so appointed to such a committee, shall have a right to vote at committee meetings.

Class C Members shall be entitled to elect from those persons holding Class C membership status a single representative to serve as an Advisory Director to the Board of Directors of the Association, but such Advisory Director shall not have any voting rights on the Board of Directors but shall be entitled to attend and participate in the meetings of the Board of Directors except that they shall have no vote on any matter pending before said Board of Directors except as may otherwise be provided in the Declaration as Amended, the Articles of Incorporation of the Association or the Bylaws of the Association.

4.05 Class B and C Members - Entitlement to Continued Membership in Association and Use of Facilities.

Any owners of lots who have become either Class B or Class C Members shall be entitled to continued membership in the Association and the use of the recreational facilities and amenities of the Association so long as said members shall pay the then current annual assessments duly and lawfully assessed by the Association. The Association may not suspend or terminate said member's rights except upon failure of such member to pay the then current annual assessments and any special assessments lawfully imposed by the Association. In addition, once an owner of a lot in Parsons Plantation, Units 1 and/or 2 or an owner of a lot in Parsons Ridge Subdivision shall have paid the membership fee to either the Developer and/or the Association as the case may be and the first annual assessment due to the Association, such owner's lot shall thereafter be listed and qualified as a membership lot and the owner may transfer his membership rights to his heirs, successors and assigns and successors in title to the lot, their heirs, successors and assigns and successors in title to such lot for so long as all lawfully imposed annual assessments and special assessments shall be paid currently. The owner shall notify the Association of the transfer of the lot, and the new owner shall thereupon automatically be entitled to such membership. A copy of the duly executed Deed of Conveyance as to such lot shall also suffice to entitle the new owner to membership status and all of the privileges of membership in the Association as to the class of membership appertaining thereunto. It shall be the obligation of any owner to apportion any then current annual assessments between the owner and such owner's purchaser at their individual closing and to make such adjustments and prorations between them. The Association shall not have any obligation to make any proration or adjustments between an owner and such owner's successor in title provided, however, that the Association shall have the obligation upon the request of the owner, the purchaser and/or their respective real estate agents or closing attorneys involved in said transaction to accurately specify the then current status of payment of the then current annual assessment and to further advise as to any unpaid prior year assessments and the amounts thereof.

4.06 Reinstatement Privilege.

Class B and Class C Members who, after becoming members in good standing, shall subsequently fail to pay annual assessments or special assessments lawfully assessed by the Association and shall become delinquent thereupon suspending their privileges to utilize the recreation areas and amenities, such owner may reinstate his membership in good standing upon compliance with the following:

(A) In the event that the member owes not more than two (2) years of annual assessments and special assessments lawfully assessed by the Association, then, and in that event, such member shall be entitled to reinstate such membership upon payment of the following:

All such assessments and current assessments due within two (2) years of their due date including any then current assessments due and payable to the Association by such class of membership applicable to such owner.

(B) In the event that the member owes more than two (2) years of annual assessments and special assessments lawfully assessed by the Association, then, and in that event, such member shall be entitled to reinstate such membership upon payment of the following:

All past due and unpaid annual assessments and all unpaid special assessments including the then current year's assessment and, in addition, as a penalty, an additional sum of money equal to the then current year's annual assessment.

(C) In the event that a member who has lost his rights to utilize the Recreation Area and amenity package by failure to pay the annual assessments and the special assessments and more than two (2) years has elapsed, transfers, sells or conveys the title to said lot to a bona fide purchaser for value who is not a family member, i.e. a spouse or a child of the member, then and in that eventuality such successor owner shall be entitled to membership in the Association upon payment of the lesser of either:

1. All past due and unpaid annual assessments and all unpaid special assessments including the then current year's assessment and, in addition, as a penalty, an additional sum of money equal to the then current year's annual assessment; or

2. The then current annual assessment and any special assessments levied by the Association, together with a special membership reinstatement fee in the sum of \$1,000.00.

4.07 Obligation to Pay a Membership Fee or Premium as a Condition of Membership.

As a condition of membership in the Association owners of lots in Parsons Plantation Subdivision, Units 1 and/or 2, and owners of lots in Parsons Ridge Subdivision shall be obligated to pay a membership fee as follows:

(A) To the Developer the membership fee or premium in the amount of \$1,000.00 for such period of time not to exceed five (5) years after the date that the Recreation Area was deeded by the Developer to the Association. The date of said Deed is June 6, 1995, and the five (5) year expiration shall be on June 5, 2000, at midnight.

(B) In the event that the Declarant-Developer elects to surrender his right to collect or assess such membership fee or premium prior to June 5, 2000, at midnight and does so in writing in recordable form by recording a legal instrument to that effect in the Deed Records of Gwinnett County, Georgia and advises the Association of such action, the Association shall thereafter be obligated to collect a membership fee not less than nor greater than the sum of \$1,000.00 from any and all new members seeking Class B or Class C membership status until midnight June 5, 2000. The Association may not reduce or waive such membership fee.

(C) After June 5, 2000, the Association may thereafter eliminate, reduce or determine to charge such other membership fee as the Association through its Board of Directors may determine from time to time provided, however, that such membership fee shall not exceed the sum of \$2,000.00.

4.08 Restriction on Application of Reinstatement Penalty Fee and/or Membership Fees Charged and Received by the Association.

(A) All reinstatement penalty fees charged by the Association as well as any initial membership fees charged by the Association shall be deposited in the reserve fund for capital improvements for the Recreation and Amenity Area of the Association and shall not be utilized to defray or pay then current operating expenses. Any past due assessments and then current assessments paid as a condition of reinstatement of a membership shall be placed in the current operating accounts of the Association and may be utilized for past, current or future operating expenses of the Association.

(B) The Association shall not be authorized to charge an owner who was previously a member or the successor in title to such owner's lot a membership fee greater than the amount specified as the reinstatement fee in Section 4.06 hereof. The reinstatement fee or penalty shall be the maximum amount the Association is entitled to charge or collect for reinstatement of such lot and owner into a member in good standing of the Association.

4.09 No Membership Fee Payable by Owners of Lots in Parsons Plantation, Unit 3.

The Association shall not be entitled to levy, charge or collect an initial membership fee against any owner of a lot in Parsons Plantation, Unit 3, their heirs, administrators, successors, assigns or successors in title to such lot.

4.10 Developer to Certify Payment of Initial Membership Fee.

So long as the Developer has the right to collect a membership fee pursuant to Section 4.03 of the Declaration, the Developer shall certify as to all Class B and/or Class C Members payment of the initial membership fee by such member to the Association by delivery of a written certification to the Treasurer of the Association specifying the name of the person, the class of membership for such member and the legal description of the lot owned by such person in Parsons Plantation, Units 1 or 2, or in Parsons Ridge Subdivision.

2.

Article IX - "Assessments" of the Declaration is hereby amended by adding and inserting additional sections to said Article IX as follows:

9.11 Annual Assessments Applicable to Various Classes of Membership.

The annual assessments levied by the Association as provided for in Article IX of the Declaration shall be assessed to the various classes of membership as follows:

(A) Class A Members. Class A Members shall be fully liable for all assessments lawfully levied by the Association in accordance with Declaration without limitation.

(B) Class B Members. Class B Members shall be fully liable for all annual assessments levied by the Association without limitation to the same extent as assessments are levied annually as to Class A Members except that such assessments applied to them shall not be mandatory as specified in the Declaration. Class B Members shall be liable for any amounts attributable to the other common areas owned by the Association and Class B Members shall have liability for that portion of annual assessments attributable to the maintenance and care of the entranceway to Parsons Plantation Subdivision, its landscaping or plantings and

attributable to the maintenance of Lot 12, Block B owned by the Association which is the ancient cemetery and burial ground.

(C) Class C Members. Class C Members shall only be responsible for that portion of all annual assessments levied by the Association directly attributable to the Recreation and Amenity Area from time to time provided, however, that regular annual assessments may be increased annually based on non-discretionary budget items attributable to the Recreation and Amenity Area. The annual assessments assessed to Class C Members shall be limited to the funds necessary and appropriate to operate the Recreation Area, i.e. the swimming pool, tennis courts, bathhouse, parking lot, play area and such expenses shall consist of the real property taxes attributable thereto, all utilities attributable thereto, pool chemicals, pool cleaning and maintenance, parking lot cleaning and maintenance, tennis court cleaning and maintenance, repair, replacement costs and operating costs and expenses and other recurring costs normally and customarily associated with the operation and maintenance of the Recreation Area.

Class C Members shall not be liable for any amounts attributable to the other common areas owned by the Association nor shall Class C Members have any liability for that portion of annual assessments attributable to the maintenance and care of the entranceway to Parsons Plantation Subdivision, its landscaping or plantings nor attributable to the maintenance of Lot 12, Block B owned by the Association which is the ancient cemetery and burial ground.

9.12 Limitation on Annual Reserve Amount as Part of Annual Assessment.

Any annual assessment attributable to capital reserve account shall not exceed fifteen percent (15.0%) of the total annual assessment attributable to such year.

9.13 Limitation of Special Assessments Against Members in Classes B and C - Options of Board of Directors.

(A) In the event that the Board of Directors determines to levy a special assessment as provided in the Declaration then and in such eventuality, upon compliance by the Board of Directors with the provisions of the Declaration with respect to the imposition and assessment of special assessments and the affirmative vote of the Class A membership approving such

special assessment, the Board of Directors may not collect a special assessment in excess of the sum of \$150.00 per year against Class B and/or Class C Members. If the aggregate amount of said special assessment so levied exceeds the sum of \$150.00 then the annual limitation is the sum of \$150.00 and the total aggregate amount of said special assessment shall be spread over such period of time as to not violate this annual limitation herein specified.

As to Class B Members the aggregate amount of special assessments attributable to the Recreation and Amenity Package Area and the special assessments attributable to the Common Areas, the Gateway and Entrance Area and Lot 12, Block B, i.e. the ancient cemetery burial ground area, shall not in the aggregate exceed the sum of \$150.00 per year.

The amount that may be collected from Class B or Class C Members shall not exceed the sum of \$150.00 per year, and such special assessment to the extent that it exceeds \$150.00 shall be spread over the number of years required so as to not violate the annual dollar limitation.

(B) In the event that the Board of Directors determine that it is necessary to impose a special assessment that will exceed the sum of \$150.00 per year, being the annual collectable limitation applicable to Class B and Class C Members, then the Board of Directors in the exercise of its discretion and at its option may elect to grant special voting rights to Class B and Class C Members on the same basis and footing, equally with Class A Members, as to the issue of the imposition of said special assessment. Said option shall be exercised by the Board of Directors by Motion in the Directors' Meeting. In the event the Board of Directors elects to grant voting rights to Class B and Class C Members as to said special assessment then Class B and Class C Members shall receive written notice of the meeting at which said vote will be taken to the same extent as Class A Members and Class B and Class C Members shall be entitled to vote on the same basis as Class A Members, i.e. one lot, one vote regardless of the number of ownership interest in any given lot. Further, if the special assessment relates to the Recreation and Amenity Package Area, the Board of Directors must elect to permit both Class B and Class C Members to vote on said issue. The Board of Directors may not exclude one class of membership in the voting.

The Board of Directors Resolution to impose a special assessment shall, as one of its terms, specify the payment provisions with respect to said special assessment if approved by the membership, which payment provision shall be the same as to all classes of membership if all classes of members are entitled to vote thereon as provided for herein.

(C) In the event that the Board of Directors elects to grant special voting rights to Class B and/or Class C Members, as the case may be with respect to any particular special assessment, and in the event that the a majority of the vote of all the members of all membership classes in the aggregate present constituting a quorum, in accordance with the provisions of the Declaration affirmatively approve and authorize the imposition of said special assessment, then and in such eventuality the annual limitation as to Class B and/or Class C Members specified in Subparagraph 9.13(A) hereof shall be inapplicable and Class B and Class C Members shall be obligated to make payment of the special assessments on the same terms and same basis as imposed on Class A Members.

(D) In the event, however, that the special assessment relates to the Common Areas, the Entrance and Gateway Area, Landscape Areas and/or Lot 12, Block B, i.e. the ancient cemetery burial ground area, then in that eventuality only Class B Members, at the option of the Board of Directors, shall be entitled to vote thereon.

(E) The Board of Directors shall only involve elements of costs or proposals in a special assessment that deal exclusively with either (i) the Recreation and Amenity Package Area; or (ii) the other Common Areas, Entrance/Gateway Area to Parsons Plantation Subdivision, any other Common and Landscape Areas not included in the Recreation Area, and Lot 12, Block B, Parsons Plantation Subdivision, i.e. the ancient burial ground area. Any such special assessment shall not be confused or commingled between (i) or (ii) specified hereinabove.

(F) If voting rights are granted to Class B and/or Class C Members in accordance herewith and the vote of all members defeats the special assessment, the Board may impose the special assessment on Class A Members in accordance with the Declaration, as amended hereby, and the Bylaws with Class B and/or Class C Members being subject to the annual limitation set forth in Section 9.12(A).

9.14 Equality in Billing and Payment Provisions.

The Board of Directors shall make certain that all classes of members shall be billed annually the appropriate annual assessments attributable to such class of membership and all such billings shall be issued at the same time and all such billings shall extend the same payment terms and privileges. There shall be no discrimination between classes of memberships as to the time of payment of annual assessments. Special assessments shall be subject to the annual limitation in accordance with Section 9.13(A) hereof except in the case where the Board of Directors has opted to

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submit the matter to a vote in accordance with Section 9.13(B) hereof.

3.

To the extent not in conflict herewith all other terms and provisions of the original Declaration of Covenants, Conditions and Restrictions for Parsons Plantation Subdivision shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration by and through its duly authorized Corporate Officer this the 15th day of May, 1995.

DECLARANT:

PARSONS PLANTATION, INC.

BY:

James E. Fincher
James E. Fincher, President

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

James H. DeLoach
Unofficial Witness

[Signature]
Notary Public

My Commission Expires: _____

(NOTARY SEAL)

MY COMMISSION EXPIRES
NOVEMBER 16, 1996