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Cross Reference:

Book 42514, Page 26
Book 54632, Page 513
Gwinnett County Records

**SUPPLEMENT AND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR COLLINSWOOD PARK AND AMENDMENT TO THE BYLAWS
OF COLLINSWOOD PARK COMMUNITY ASSOCIATION, INC.**

This Supplement and Amendment to the *Declaration of Covenants, Conditions and Restrictions for Collinswood Park and Amendment to the Bylaws of Collinswood Park Community Association, Inc.* is made this 13th day of April, 2019, by Journey Construction, LLC, a Georgia limited liability company (Declarant) and the Collinswood Park Community Association, Inc., a Georgia nonprofit corporation (Association). The purpose of this instrument is to annex certain adjacent property and to subject it to the provisions of the Declaration on the terms and conditions set out herein.

WITNESSETH:

WHEREAS, the original Declarant, CDI Collinswood, LLC, a Georgia limited liability company, recorded that certain *Declaration of Covenants, Conditions, and Restrictions for Collinswood Park* on April 27, 2005, at Book 42514, Page 26, *et seq.*, Gwinnett County, Georgia land records thereby subjecting to the said Declaration the property described in Exhibit "A" attached thereto (such Exhibit "A" property may hereafter be referred to as Phase I or Phase I Property); and

WHEREAS, the Bylaws for the Association are attached to the Declaration as Exhibit "D;" and

WHEREAS, CDI Collinswood, LLC thereafter assigned its rights and designated Yellow Fever Group, LLC as successor Declarant by an instrument of assignment dated January 7, 2011, recorded January 25, 2011, at Book 50508, Page 618, Gwinnett County Records, and

WHEREAS, Yellow Fever Group, LLC thereafter assigned its rights and designated RHG Homes, LLC as successor Declarant by an instrument of assignment dated May 28, 2014, recorded June 27, 2014, at Book 52991, Page 590, Gwinnett County Records, and

WHEREAS, RHG Homes, LLC thereafter assigned its rights and designated Journey Construction, LLC as successor Declarant by an instrument of assignment dated June 9, 2014, recorded June 27, 2014, at Book 52991, Page 597, Gwinnett County Records, and

WHEREAS, the Declaration and Bylaws were amended by an instrument recorded October 4, 2016, at Book 54632, Page 513, *et seq.* whereby the Phase I Property was duly submitted to the Georgia Property Owners' Association Act (O.C.G.A. § 44-3-220, *et seq.*); and

WHEREAS, Exhibit "B" to the Declaration describes certain other property subject to annexation as "[a]ny property adjacent to and located within one mile of the property described on Exhibit "A;" and

WHEREAS, Article VII Paragraph 7.1 ("Annexation and Withdrawal of Property") authorized the Declarant without the consent of the Members to subject to the Declaration, all or any portion of the real property described in the said Exhibit "B" "[u]ntil all property described on Exhibit 'B' has been subjected to this Declaration or ten years after the Recording of [the] Declaration, whichever is earlier;" and

WHEREAS, more than ten years have elapsed since the recording of the Declaration during which period none of the real property described in the said Exhibit "B" was made subject to the Declaration; and

WHEREAS, Declarant no longer has the right to annex additional property pursuant to Article VII Paragraph 7.1 without the consent of the Members; and

WHEREAS, Article VII Paragraph 7.2 provides that the Association may annex any real property and subject the same to the provisions of the Declaration with the consent of the owner of such property, the affirmative vote of Members representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, together with the consent of the Declarant so long as Declarant owns property subject to the Declaration or which may become subject to the Declaration in accordance with Paragraph 7.1; and

WHEREAS, the Declarant does not own any property described in Exhibit "A" to the Declaration; and

WHEREAS, on September 17, 2018, Declarant Journey Construction, LLC purchased and now owns certain "property adjacent to and located within one mile of the property described on Exhibit 'A,'" which property is more fully described as "Land Subject to Annexation" on Exhibit "B-1" attached hereto; and

WHEREAS, Declarant, being the owner of such property, desires and hereby consents to annex and thereby subject such adjacent property to the provisions of the Declaration on the terms and conditions set out herein; and

WHEREAS, the Members representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose have affirmatively voted to annex and subject the said adjacent property to the provisions of the Declaration on the terms and conditions set out herein; and

WHEREAS, the Declaration provides at Article III ("Membership and Voting Rights"), Paragraph 3.3 ("Voting"), Subsection (b) ("Class 'B'") that the sole Class "B" member is the Declarant; and

WHEREAS, Article XVII ("General Provisions") at Paragraph 17.2 ("Amendment") Subsection (a) ("By Declarant") provides: "During the Class 'B' Control Period, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, so long as Declarant owns any property described in Exhibit 'A,' it may unilaterally amend this Declaration" for four enumerated reasons, none of which are relevant to this instrument; and

WHEREAS, pursuant to Article III, Paragraph 3.3(b), the Declarant's Class "B" membership and the Class "B" Control Period terminated December 31, 2010; and

WHEREAS, as stated above, Declarant does not own any property described in Exhibit "A," and

WHEREAS, Article XVII ("General Provisions") at Paragraph 17.2 ("Amendment") Subsection (b) ("By the Owners") provides: "This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Units and the consent of Declarant (so long as Declarant owns any of the property described in Exhibit 'A');" and

WHEREAS, the Owners of at least two-thirds (2/3) of the Units have affirmatively voted or given written consent to amend the Declaration as set out herein; and

WHEREAS, although the Declarant does not own any of the property described in Exhibit "A," the Declarant retains certain rights set forth in the Declaration irrespective of its ownership of property described in Exhibit "A;" and

WHEREAS, the Declarant has also consented to amend the Declaration as set out herein;

NOW THEREFORE, the undersigned agree as follows:

Annexation of Property Described on Exhibit B-1

The property described on Exhibit "B-1" attached hereto is hereby annexed and made subject to the provisions of the originally recorded Declaration. Such property is hereafter identified as "Phase II" or "Phase II Property."

Notwithstanding annexation, the Phase II Property is not hereby submitted or subject to the Georgia Property Owners Association Act (the "Act"), nor shall any Unit other improvement or detention pond reflected on any Phase II plat approved by Gwinnett County which encroach(es) or lies in whole or in part within the 50' buffer reflected on Exhibit "E" attached hereto, be deemed subject to the Act. To the extent necessary to exempt such property from the Act, and until such time as the said property is made subject to the Act, such property shall be considered part of the Community, but a separate development bound by the originally recorded Declaration and the By-Laws.

Effective seventy-two months from the date a development permit is first issued to Declarant relative to the Phase II property or at such time as 100% of the Phase II Units have been constructed and conveyed or transferred from Declarant or a Builder to an Owner for residential occupancy, then all such property will be deemed submitted and subject to the Act without further action. Until then, the rights and obligations of the Association, Owners, the Declarant, and any and all others relative to all such property shall be determined by resort to the Governing Documents.

Hereafter, the property previously submitted to the Declaration may be referred to as Phase I or Phase I Property.

Article I - Definitions

Paragraph 1.7 ("Class "B" Control Period) is deleted in its entirety. In its place, Paragraph 1.8 is hereby renumbered as Paragraph 1.7 as follows:

1.7. Common Area: All real and personal property, including easements, which the Association owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. Where context logically suggests, the term "Common Area" shall also apply to Common Areas within the Phase II Property regardless of whether such property is owned by the Association or the Declarant.

Paragraph 1.8 is added as follows:

1.8 Phase II Common Area: All real and personal property within Phase II, including easements, which the Declarant or Declarant's successor-in-interest owns, leases, or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.

Paragraph 1.11 ("Community Wide Standard") is amended as follows:

1.11 Community Wide Standard: The standard of conduct, maintenance, or other activity generally prevailing throughout the Community as initially established by the original Declarant and now as more specifically determined by the Board of Directors.

Article II ("Property Rights")

Paragraph 2.1 ("Common Area") Subsection (i) is deleted and the following is substituted therefore:

- (i) The right of Declarant to use such property without payment or charge for the purpose of development, construction, and sales of the Phase II Property.

Paragraph 2.3 ("Condemnation") is deleted and the following is substituted therefore:

2.3 Condemnation.

If any part of the Common Area or Phase II Common Area shall be taken or conveyed in lieu of and under threat of condemnation by any authority having the power of

condemnation or eminent domain, then such award of net funds shall be disbursed to the Association or Declarant (whichever owns the property which is the subject of the taking) and used for such purposes as the Board or Declarant shall determine.

Article III ("Membership and Voting Rights")

Paragraph 3.1 ("Function of Association") is amended as follows:

3.1 Function of Association.

Except as otherwise provided herein, the Association shall be the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Community as the Board of the membership may adopt pursuant to Article X. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and all applicable laws.

Paragraph 3.3(b) is deleted in its entirety and the following is substituted therefore:

- (b) **Class "B"**. For purposes of the Phase II Property, the Declarant shall regain membership as the sole Class "B" Member with the rights specified herein. Declarant's Class "B" membership shall terminate at the earlier of (i) when 100% of the Phase II Units have been constructed and conveyed or transferred from Declarant or a Builder to an Owner for residential occupancy; or (ii) April 13, 2024. The Class "B" Member shall not have voting rights as regards any Units as to which there is no obligation to pay assessments.

Article IV – Rights and Obligations of the Association

Paragraph 4.2 is deleted in its entirety and the following is substituted therefore:

4.2 Personal Property and Real Property for Common Use.

The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. As provided herein, Declarant shall convey to the Association improved or unimproved real estate intended as Common Area. Except as provided herein to the contrary, the Association shall thereafter maintain such Common Area at its expense for the benefit of its Members.

Paragraph 4.5 ("Governmental Interests") is deleted in its entirety and the following is substituted therefore:

4.5 Governmental Interests.

For so long as Declarant is responsible for maintenance of the streets and Common Areas within the property described in Exhibit B-1, Declarant may designate sites therein for utility facilities, except that Declarant may not designate any site for use of a cell tower.

Article V - Maintenance

Paragraph 5.1 (a) ("Association's Responsibility") is hereby amended in part as follows:

- (a) The Association shall maintain and keep in good repair the Area of Common Responsibility, which shall include, but not be limited to:
- (i) ...
 - (ii) ...
 - (iii) ...
 - (iv) ...
 - (v) ...
 - (vi) except as provided in Paragraph 5.4, below, all Phase II Common Areas made available on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Paragraphs 5.1(b) is hereby amended as follows:

- (b) There are hereby reserved to the Association easements over the Community as necessary to enable the Association to fulfill such responsibilities. The Association shall maintain the facilities and improvements within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the Board's sole discretion, to perform required maintenance or repairs, unless Members

representing 75% of the Class "A" votes in the Association agree in writing to discontinue such operation. [End of paragraph 5.1(b)]

(c) ...

Paragraph 5.4 is added to the Declaration as follows:

5.4 Declarant's Responsibility for Phase II Detention Ponds, Streets and Common Areas.

Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall maintain and keep in good repair and operation the Phase II detention ponds, streets and other Phase II Common Areas as follows:

Phase II Detention Ponds. Declarant shall maintain and keep in good repair and operation the detention ponds located on the Phase II Property (including all or any portion of any detention pond hereafter installed by Declarant which may be situated or which may otherwise encroach onto the Phase I Property) until released from the bond required by Gwinnett County to be given with respect to such ponds. At that time, Declarant shall transfer and convey the said detention ponds to the Association which will then be responsible for their maintenance and upkeep.

Phase II Streets and Other Common Areas. Declarant shall maintain and keep in good repair and operation the streets and all other Common Areas located within the Phase II Property including without limitation: landscaping, signage, lighting, irrigation systems and equipment, fences, walls, sidewalks, porches, patios, gate(s) and locks/keypads thereon, paths and trails (and any portion of which may encroach onto the Phase I Property), until such time as (i) Declarant has been released from the bond required by Gwinnett County to be given with respect to the streets; and (ii) 90% of all of the Units in the Phase II Property shown on the plat approved by Gwinnett County have been conveyed or transferred from Declarant or a Builder to an Owner for residential occupancy. Thereafter, Declarant shall transfer and convey such streets and other Common Areas to the Association which will then be responsible for their maintenance and upkeep.

Paragraph 5.5 is added to the Declaration as follows:

5.5 Failure to Convey Common Areas: In the event the Declarant fails to convey any Common Area to the Association when required, then the Association may send the Declarant written notice of failure to comply. The notice shall be sent by certified mail or statutory overnight delivery (Federal Express and the like) to Declarant's last known address (if the Declarant is Journey Construction, then such notice shall be sent to its principal office as shown in the records of the Georgia Secretary of State). If Declarant fails to cure the deficiencies identified in the notice within 30 days of the date the notice is mailed, then the Board shall have standing and be authorized to institute an action in

the superior court of Gwinnett County in order to obtain a judgment finding that such Common Areas are the property of the Association. The superior court shall have authority to hold a hearing and issue a summary ruling on said action at any time designated by the court not earlier than 30 days after the date of service thereof. No discovery shall be had unless ordered by the court for good cause. In addition, the superior court shall be authorized to issue a summary ruling on the conveyance of any intended Common Areas to the Association and the right of the Association to be paid the dues.

Article VI – Insurance and Casualty Losses

Paragraph 6.1 (“Association Insurance”) Section (c) (“Damage and Destruction”) is amended to delete the reference to the Class “B” member.

Paragraph 6.3 (“Declarant Insurance”) is hereby added as follows:

6.3. Declarant Insurance.

(a) In addition to the bonds required by Gwinnett County and insurance required by law, at all times during development and construction within the Phase II Property and until 100% of the Phase II Units have been conveyed or transferred from Declarant or a Builder to an Owner for residential occupancy, the Declarant shall obtain and continue in effect a Builders Risk or comparable insurance policy with an amount of coverage, less a reasonable deductible, sufficient to repair, replace or reconstruct (as applicable) damage or loss to any Phase II Common Area, any Phase II Unit which has not been conveyed or transferred from Declarant or a Builder to an Owner for residential occupancy, and all other Phase II improvements, including all of the aforesaid which may be within the 50’ Buffer reflected on Exhibit E, including consequential damage to any Unit or other improvement located on the Phase I Property caused by occurrences originating on the Phase II Property. During such period, Declarant shall also obtain and continue in effect a commercial general liability insurance policy with such limits and terms as the Declarant may determine reasonable.

Should any policy of insurance required to be maintained under this Paragraph 6.3 be insufficient to cover loss, damage and/or injury to person and/or property of whatever nature and kind arising in any way from or relating to the development and construction of the Phase II Property or occurrences originating on the Phase II Property (including that within the 50’ Buffer), Declarant indemnifies and holds harmless the Association against all claims, loss and injuries relating thereto.

The Declarant shall file with the Association a certificate from the insurer(s) evidencing the insurance coverage required hereunder and, if requested, a copy of the policy or policies. The Declarant shall promptly notify the Board in writing in the event any such policy is amended, terminated or revoked, and in the event of any and all claims thereunder.

To the extent permitted by the insurance carrier, the Association shall be named as an additional insured under all such policies of insurance.

The aforesaid is binding upon Declarant and its successors-in-interest whether a Builder or a successor Declarant.

(b) Damage and Destruction. Immediately after damage or destruction to all or any part of the Phase II Property covered by insurance written in the name of the Declarant, Declarant or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Owners representing at least 67% of the total Class "A" votes in the Association and the Class "B" Member, if any, decide not to repair or reconstruct. Should a determination be made that the damage or destruction to the Phase II Common Area (including any aforesaid encroachments) not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by whichever person is responsible in Article V, above (i.e., the Association or Declarant) in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

(c) At such time as 100% of the Phase II Units have been constructed and conveyed or transferred from Declarant or a Builder to an Owner for residential occupancy, Declarant's obligation to maintain such coverage shall cease.

Article VII – Annexation and Withdrawal of Property

Paragraph 7.1 ("Annexation Without Approval of Membership") is deleted in its entirety.

Paragraph 7.2 ("Annexation with Approval of Membership") is renumbered as Paragraph 7.1. Such paragraph is amended as follows:

7.1 Annexation with Approval of Membership.

The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members

representing a majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose.

Such annexation shall be accomplished by Recording a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property. Any such annexation shall be effective upon Recording unless otherwise provided therein.

Paragraph 7.3 ("Withdrawal of Property") is deleted in its entirety.

Paragraph 7.4 ("Additional Covenants and Easements") is deleted in its entirety.

Article VIII – Assessments

Paragraph 8.2 ("Declarant's Obligation for Assessments") is deleted in its entirety and the following is substituted therefore:

8.2 Declarant's obligation for Assessments.

Declarant shall not be liable for payment of assessments on Phase II Units which it owns and holds for marketing and/or sale purposes.

Paragraph 8.3 ("Computation of General Assessments") is deleted in its entirety and the following is substituted therefore:

8.3 Computation of General Assessments.

At least 30 days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses during the coming year, which may include a capital contribution to establish a reserve fund. Except as otherwise provided herein, General Assessments shall be fixed at a uniform rate for all Units subject to assessment under Section 8.8. Such assessment rate shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from

prior years and any assessment income expected to be generated from any additional Units.

Notwithstanding the foregoing paragraph, the portion of the budget relating to the shared water bill for the Community shall not be included in the General Assessment attributed to the Phase II Units which (unlike the Phase I Units) are required by current Gwinnett County zoning to be constructed with water meters for individual water lines. As such, General Assessments shall be fixed at a uniform rate for the Units in Phase I which are subject to assessment under Section 8.8 which will include a charge for shared water usage; and General Assessments shall be fixed at a uniform rate for the Units in Phase II which are subject to assessment under Section 8.8 which will not include a charge for shared water usage.

The Board shall send a copy of the final budget and notice of the amount of the General Assessment for the following year to each Owner at least 30 days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by at least 67% of the Class "A" Members. There shall be no obligation to call such a meeting unless a petition for a special meeting is presented to the Board within 10 days of the delivery of the notice of assessment.

Paragraph 8.5 ("Special Assessments") is amended to delete the phrase "and the affirmative vote or written consent of the Class "B" Member, if such exists."

Paragraph 8.11 ("Apportionment of Phase II General Assessments") is added as follows:

8.11 For purposes of this Paragraph, the phrase "Bellgrove Lane Section" shall be referred to as Phase II-A, and the term "Hallwood" shall be referred to as Phase II-B.

Phase II-A (Bellgrove Lane Section). The General Assessments in this section will be apportioned between Declarant and the Association in the following percentages:

30% to be retained by the Association
70% to be retained by Declarant

Upon the earlier of the three events described below, 100% of the dues from Units in Phase II-A (Bellgrove Lane Section) will belong to the Association:

(1) Once the numerical quantity of Units in the Bellgrove Lane Section shown on the Plat approved for development by Gwinnett County have been

conveyed or transferred from Declarant or a Builder to Owners for residential occupancy (whether such sold Units are situated in Phase II-A or in Phase II-B including the 50' Buffer); or

- (2) Once the streets and detention ponds in the Bellgrove Lane Section have been released from the bond(s) required by Gwinnett County; or
- (3) Thirty-six months from the date a development permit is first issued to Declarant relative to any portion of the Phase II Property.

Phase II – B (Hallwood Section). The General Assessments in this section will be apportioned between Declarant and the Association in the following percentages:

- 30% to be retained by the Association
- 70% to be retained by Declarant

Upon the earlier of the three events described below, 100% of the dues from Units in Phase II-B (Hallwood Section) will belong to the Association:

- (1) Declarant or a Builder having conveyed or transferred to Owners for residential occupancy 90% of all of the Units in all of Phase II (rounded off to the nearest whole number), or
- (2) Once all of the streets and detention ponds in Phase II have been released from the Gwinnett County bond(s); or
- (3) thirty-six months from the date a second development permit is issued to Declarant relative to any remaining portion of the Phase II property. However, should a second development permit not be issued to Declarant within thirty-six months of the date a development permit is first issued to Declarant, then and such event, this sub-paragraph (3) shall be construed to state "thirty-six months from the date a development permit is first issued to Declarant relative to any portion of the Phase II property."

Notwithstanding anything contained herein to the contrary, at such time as the Association has become responsible for maintenance of the streets and detention ponds in Phase II, 100% of the dues will belong to the Association.

Article IX – Architectural Standards

Paragraph 9.1 (“General”). The last sentence of Paragraph 9.1. alone is amended as follows:

Except as otherwise provided herein, this Article shall not apply to the activities of Declarant or the Association.

Paragraph 9.2 (“Architectural Review”) is deleted in its entirety and the following is substituted therefore:

9.2 Declarant Control Over Phase II Development and Architectural Review.

(a) Declarant. Declarant shall have control over the design, re-design, development, construction and sales within the Phase II Property and in connection therewith, shall comply with the zoning and development standards of Gwinnett County. All Units constructed by Declarant or any Builder and will be similar to the Units in Phase I. The Phase II Property will be developed and built in two sections. The Bellgrove Lane section (Phase II – A) will be built first. The remaining property, Hallwood (Phase II – B), will be built second. The Phase II Units, improvements and/or detention pond(s) may encroach on the 50’ buffer reflected on the Zoning / Concept Plan attached hereto as Exhibit “E,” which buffer is included in the Phase I Property. If and to the extent that such Units, improvements and/or detention ponds do so encroach, the Declarant shall be responsible for the maintenance and upkeep of the same in the same manner and to the same extent and for the duration of time as it is obligated with respect to the Phase II Property. Declarant shall have authority in its discretion to submit for Gwinnett County approval revised plans which may alter the number and location of Units on the Phase II Property, including the 50’ buffer.

(b) Architectural Review Committee. The Board shall create and appoint and has heretofore created and appointed an Architectural Review Committee “ARC.” The ARC shall consist of at least three, but not more than five, persons who shall serve and may be removed in the Board’s discretion. The ARC shall have authority over modifications, additions, or alternations made on or to existing structures and Units. All new constructions or modifications shall be reviewed, and the reviewing body may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers, or other professional. The Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association’s annual operating budget as a Common Expense.

Paragraph 9.3 ("Standards and Procedures") at Paragraph (a) ("Standards") is amended as follows:

9.3 Standards. The ARC shall have the authority to prepare architectural standards or design guidelines ("Standards"). Subject to and without interfering with the design and other rights of the Declarant set forth in Paragraph 9.2(a) above, the Standards shall apply to all construction activities within the Community. The ARC shall have the authority to amend the standards with the consent of the Board. The Standards are intended to provide guidance to Owners regarding matters of particular concern in consideration applications, and all structures and improvements shall be constructed in strict compliance with the Standards, unless the reviewing body has granted a variance in writing.

Paragraph 9.5 ("Variance") is amended as follows:

9.5 Variance.

The ARC may authorize variances, in writing, from the Standards or its guidelines and procedures, but only: (a) in accordance with duly adopted rules and regulations, (b) when unique circumstances dictate, such as unusual topography, natural obstructions, hardship, or aesthetic or environmental considerations, and (c) when construction in accordance with the variance would be consistent with the purposes of the Declaration and compatible with existing and anticipated uses of adjoining properties. Inability to obtain, or the terms of, any governmental approval, or the terms of any financing shall not be considered a hardship warranting a variance.

Paragraph 9.7 ("Enforcement") is amended as follows: by deleting all references to the Declarant.

Article X – Use Restrictions and Rules

Paragraph 10.2 ("Authority to Promulgate use Restrictions and Rules") section (a) is amended as follows: by deleting all references to approval or disapproval of the "Class "B" Member.

Paragraph 10.5(h) ("Reasonable Rights to Develop) is amended as follows:

(h) Reasonable Rights to Develop. No rule or action by the Association or Board shall unreasonably impede Declarant's right to develop Phase II of the Community.

Article XI – Easements

Paragraph 11.2 (“Easements for Utilities”) Sections (a) and (b) are deleted in their entirety and the following are substituted therefore:

- (a) There are hereby reserved to Declarant (so long as Declarant owns any property described on Exhibit B-1 attached hereto), the Association (for perpetual duration), and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) non-exclusive easements upon, across, over and under all of the Community (but not through a structure) to the extent reasonably necessary for the purpose of monitoring, replacing, repairing, maintaining, and/or operating: cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways, and trails; wetlands and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewers, telephone, gas and electricity, and utility meters, and for Declarant’s purpose of installing any of the foregoing on property which the Declarant owns, and for the Association’s purpose of installing any of the foregoing on property which the Association owns, or within easements designated for such purposes on Recorded plats of the Community.

The Association specifically grants to the local water supplier, electric company, and natural gas supplier easements across the Community for ingress, egress, installation within the Community, reading, replacing, repairing, and maintaining utility lines, meters, and boxes, as applicable.

- (b) There is hereby reserved to Declarant, so long as Declarant owns any property described on Exhibit B-1 of this Declaration, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibit B-1, except that nothing shall be construed herein to grant the Declarant the right to install or to cause the installation of any utilities in or on the Phase I Property, except connections and lines that serve Phase II and may connect and cross common area of Phase I. Moreover, Declarant shall not have an easement or access to any water lines in the Phase I Property.

Paragraph 11.3 (“Easements for Maintenance and Flood Water”) is amended as follows:

11.3 Easements for Maintenance and Flood Water. The Association reserves for itself and its successors, assigns, and designees, the nonexclusive right and easement over the Community for access, ingress and egress to the detention basins located within the Community as shown on any Recorded plat of Collinswood Park, and the detention

basin or ponds, creeks, streams, and wetlands located within the Area of Common Responsibility for any and all purposes.

Paragraph 11.4 ("Easements to Serve Annexed Property") is amended as follows:

11.4 For so long as Declarant owns Property reflected on Exhibit B-1, Declarant reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development, marketing and sale of the property described in Exhibit "B-1." This easement includes, but is not limited to, a right of ingress and egress over the Common Area for connecting and installing utilities on such Phase II Property. Declarant agrees that any damage to the streets, common areas, and Units in Phase I which are directly traceable to Declarant's development and construction in Phase II will be repaired by Declarant.

Paragraph 11.6 ("Landscaping and Signage Easements") is amended as follows:

11.6 The Association shall retain a non-exclusive easement over and through the Common Areas exercisable by their respective employees, agents and contractors for the purpose of installation, maintenance, repair and replacement of lot bollards, neighborhood entrance monuments, signs, fences, lighting, irrigation systems and landscaping within the easement area. No fences, structures, driveways, plantings, swings, wood piles, dog runs, or any other objects, temporary or permanent, shall be permitted in such areas without the Association's prior written approval.

For so long as the Declarant owns property reflected on Exhibit "B-1" attached hereto, the Declarant shall retain a like easement for like purposes over and through the Common Area within the Phase II Property and the 50' buffer reflected on Exhibit "E" attached hereto, except that the Declarant shall not have an easement or access to any water lines in the Phase I Property.

Nothing herein shall obligate Declarant or the Association to exercise such easements or to construct or install any of the foregoing within any Landscaping and Signage Easement.

Article XIII – Declarant's Rights

Article XIII ("Declarant Rights") is deleted in its entirety and the following is substituted therefore:

Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred or assigned in whole or in part to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and duly Recorded.

Declarant and builders authorized by Declarant shall have a right of ingress and egress and access to the roads and other Common Areas of Phase I and Phase II without fee or charge as in Declarant's opinion, may be reasonable required, convenient, or incidental for the development of Phase II and the construction and sale of Units in Phase II.

For so long as Declarant is a Class "B" member, except as regards the capital contribution to be paid by Owners as contemplated by Article 8 of the Declaration, no Person shall Record any declaration of covenants, conditions and restrictions, declaration of condominium, or similar instrument affecting any portion of the Phase II Property without Declarant's review and written consent. Any attempted Recordation without such consent shall result in such instrument being void and of no force and effect until (a) written consent is obtained from Declarant and Recorded; or (b) the date Declarant ceases to be a Class "B" member, whichever shall first occur. Notwithstanding the foregoing, the Association shall be entitled to Record an instrument seventy-two months after the date a development permit is first issued to Declarant relative to the Phase II Property giving notice that that such time period has expired and that the property described on Exhibit "B-1" and all Units, detention ponds, and other improvements encroaching within the 50' buffer reflected on Exhibit "E" are subject to the Georgia Property Owners' Association Act.

Notwithstanding any contrary provision of this Declaration, for so long as Declarant owns any portion of the Phase II Property primarily for purposes of development and/or sale, no amendment to or modification of any Use Restrictions and Rules, architectural standards, or design guideline shall be effective as to the Phase II Property without prior notice to and written approval of Declarant.

Except as otherwise provided herein, Declarant's rights under this Article, the Declaration, and the By-Laws shall terminate and be of no force and effect at such time as Declarant no longer owns any portion of the property described in Exhibit B-1 primarily for development and sale. Notwithstanding this termination provision, the Declarant shall retain easement rights upon the Phase II Property for purposes of maintenance or repair of any Unit or Common Area.

Except as provided in this Recorded Instrument, Declarant waives all other Declarant's rights relative to the Community.

Article XV – Limited Common Areas

Article XV ("Limited Common Areas") is amended as follows:

Certain portions of the Common Area designated "Limited Common Area," are reserved for the exclusive use of Owners and occupants of the Units to which they are assigned. Any porch, stoop, or patio serving a Unit shall be Limited Common Area of the Unit that it serves. The porch or patio attached to the rear of each Unit and which is directly accessible from the interior of such Unit is hereby assigned as Limited Common Area of the Unit.

The Association may amend this Declaration to reassign any Limited Common Area with the consent of the Owners of the Units to which such Limited Common Area is assigned and to which it is to be reassigned, except that no such reassignment shall result in any Unit being assigned fewer than two parking spaces. For such time as the Declarant owns any portion of the Phase II Property, the consent of the Declarant shall also be required as regards any such changes to any Unit within Phase II. Otherwise, any change in assignment of Limited Common Area shall be subject to the approval requirements set forth in Section 17.2.

Article XVII – General Provisions

Paragraph 17.2 ("Amendment") is deleted and the following is substituted therefore:

This Declaration may be amended as provided in this section. Amendments to this Declaration 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. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

This Declaration may be amended upon the agreement by the affirmative vote or written consent, or any combination thereof, of Owners of Units to which two-thirds of the votes in the Association pertain. Notwithstanding, during such time as the Declarant shall own at least one Unit primarily for the purpose of sale of such Unit, no amendment shall be made to the Declaration without the written agreement of the Declarant if such amendment would impose a greater restriction on the use or development by the Declarant of the Unit or Units owned by the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant.

Paragraph 17.9 is added to the Declaration as follows:

17.9 Right to Quiet Enjoyment. The Association and Declarant agree to allow the other quiet enjoyment, free from disturbance of the other.

In witness whereof, the undersigned have executed this instrument on the date set out above.

COLLINSWOOD PARK COMMUNITY ASSOCIATION,
INC., a Georgia nonprofit corporation

By: *Jacquelyn Kimber*
Jacquelyn Kimber, President

By: *[Signature]*
Tony Annarelli, Secretary

Signed, sealed and delivered
In the presence of:

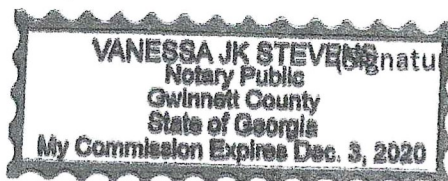
Vanessa J.K. Stevens

Subscribed before me this
28th day of May, 2019.

Vanessa J.K. Stevens
NOTARY PUBLIC

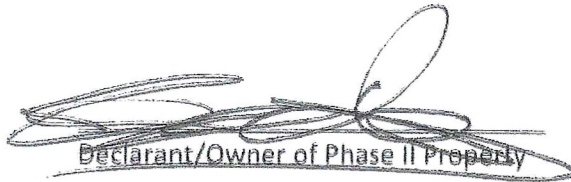
My Commission Expires: Dec 3, 2020

Notary Seal:

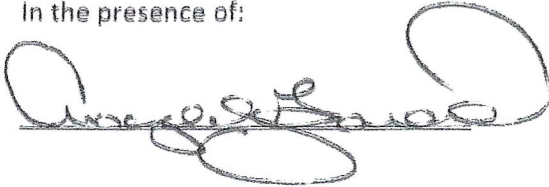


(Signatures continued on following page)

JOURNEY CONSTRUCTION, LLC


Declarant/Owner of Phase II Property

Signed, sealed and delivered
In the presence of:



Subscribed before me this
5TH day of June, 2019.



NOTARY PUBLIC

My Commission Expires: 10-5-22

Notary Seal:

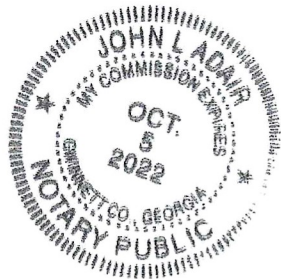


EXHIBIT "B-1"

Phase II Property

"LAND SUBJECT TO ANNEXATION"

All that tract or parcel of land lying and being in Land Lot 150 of the 7th District, Gwinnett County, Georgia being part of lot 5 E.R. Crow Estate, per Plat Book B Page 197A, Gwinnett County, Georgia records and as shown as TRACT TWO on Plat Book 101, Page 211, Gwinnett County, Georgia records.

TOGETHER WITH:

All that tract or parcel of land lying and being in land lot 150 of the 7th District, Gwinnett County, Georgia being part of lot 6 E.R. Crow Estate, per Plat Book B page 197A, Gwinnett County, Georgia records and being more particularly described as follows:

Beginning on the west side of Collins Hill Road at the property line of Grady Thomas; thence West along the property line of Grady Thomas a distance of 210 feet to an iron pin corner; thence in a southerly direction a straight line a distance of 210 feet to an iron pin corner; thence in an easterly direction a straight line a distance of 210 feet to Collins Hill Road; thence in a Northerly Direction along the right-of-way of Collins Hill Road a distance of 210 feet to the POINT OF BEGINNING. This being the same property conveyed from Wanda Sue Johnson n/k/a Wanda Sue Hudier to Collins Hill Associates, LLC, by Warranty Deed dated October 26, 2006, recorded at Deed Book 45055 Page 0253, Gwinnett County, Georgia Records.

Exhibit "D"

Amendments to the By-Laws of Collinswood Park Community Association, Inc.

Article I – Name, Principal Office, and Definitions

(UNCHANGED)

Article II – Membership: Meetings, Quorum, Voting, Proxies

(UNCHANGED)

Article III – Board of Directors: Selection, Meetings, Powers

Paragraph A ("Composition and Selection") is amended as follows:

A. Composition and Selection.

3.1 Governing Body: Composition.

The Association's affairs shall be governed by a Board of Directors. Each director shall have one equal vote. ~~Except with respect to directors appointed by the Class "B" Member,~~ The directors shall be Class "A" Members or Residents, provided no Owner and Resident representing the same Unit may serve on the Board at the same time. A "Resident" shall be any natural person 18 years of age or older whose principal place of residence is a Unit within the Community. In the case of a Member which is not a natural person, any officer, director, partner, employee, or trust officer of such Member shall be eligible to serve as a director unless otherwise specified in written notice to the Association signed by such Member; provided, no Member may have more than one such representative on the Board at a time, ~~except in the case of directors appointed by the Class "B" Member.~~

3.2 Number of Directors.

The Board shall consist of ~~three to~~ five directors, as provided in Sections ~~3.3 and~~ 3.5 below. ~~The initial Board shall consist of three directors as identified in the Articles of Incorporation.~~

3.3 Directors During Class 'B' Control Period

~~During the Class "B" membership, the directors shall be selected by the Class "B" Member acting in the sole discretion and shall serve at the pleasure of the Class "B" Member. Upon the termination of the Class "B" membership, or at such earlier time if the class "B" Member, in its discretion, so determines, Directors shall be elected at a meeting of the Association by the Class "A" Members and shall serve terms as set forth in Section 3.5.~~

3.4 Nomination and Election Procedures

(a) Nominations and Declarations of Candidacy. Prior to each election of directors by the Class "A" Members, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a director may file as a candidate for any position to be filled by votes of Class "A" members. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient, and cost-effective manner.

~~Except with respect to directors selected by the Class "B" Member,~~ Nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board, and three or more Members or representatives of Members. The Board shall appoint the members of the Nominating Committee, if any, prior to the election and their appointments shall be made known to the membership in the notice of the election.

The Nominating Committee may make as many nominations for election to the Board as it shall in its discretion determine. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Each candidate shall be given a reasonable, uniform opportunity to communicate his or her qualifications to the Members and to solicit votes.

(b) Election Procedures. Each Owner may cast the entire vote assigned to his or her Unit for each position to be filled on the Board. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5 Election and Term of Office.

The following is deleted:

~~Within 30 days of the termination of the Class "B" membership, or such earlier time if the Class "B" Member, in its discretion, so determines, the Board shall increase to five members. The President shall call for an election by which the Class "A" Members shall be entitled to elect all of the directors to the Board. The three of the five directors receiving the largest number of votes being elected for a term of two years, and the remaining directors being elected for a term of one year. All subsequent elections shall elect directors for a term of two years. The directors elected by the Class "A" members shall hold office until their respective successors have been elected.~~

The following is substituted therefore:

Following the initial termination of the Class "B" membership under the provisions of the Declaration as originally recorded, the Board increased to five members and the Class "A" Members elected all of the directors to the Board. The three of the five directors receiving the largest number of votes were elected for a term of two years, and the remaining directors were elected for a term of one year. All subsequent elections have elected and shall hereafter elect directors for a term of two years. The directors elected by the Class "A" members shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies

Paragraph 3.6 is unchanged except that the last paragraph is deleted as follows:

~~This section shall not apply to directors appointed by the Class "B" member nor to any director serving as a representative of Declarant. The Class "B" Member shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by or elected as a representative of the class "B" Member.~~

B. Meetings.

3.7. Organizational Meetings. (UNCHANGED)

3.8. Regular Meetings. (UNCHANGED)

3.9. Special Meetings. (UNCHANGED)

3.10. Notice; Waiver of Notice (UNCHANGED)

3.11. Telephonic Participation in Meetings (UNCHANGED)

3.12. Quorum of Board of Directors (UNCHANGED)

3.13. Compensation (UNCHANGED)

- 3.14. Conduct of Meetings (UNCHANGED)
- 3.15. Open Meetings. (UNCHANGED)
- 3.16. Action Without a Formal Meeting. (UNCHANGED)
- C. Powers and Duties.
 - 3.17. Powers. (UNCHANGED)
 - 3.18. Duties. (UNCHANGED)
 - 3.19. Right of Class "B" Member to Disapproved Actions. (deleted from By-Laws)
 - 3.20. Management. (UNCHANGED)
 - 3.21. Accounts and Reports. (UNCHANGED)
 - 3.22. Borrowing. (UNCHANGED)
 - 3.23. Right to Contract. (UNCHANGED)
 - 3.24. Enforcement. (UNCHANGED)

Article IV – Officers

(UNCHANGED)

Article V – Committees

(UNCHANGED)

Article VI – Miscellaneous

Article VI is amended as follows:

- 6.1. Fiscal Year. (UNCHANGED)
- 6.2. Parliamentary Rules. (UNCHANGED)
- 6.3. Conflicts. (UNCHANGED)

6.4. Books and Records. (UNCHANGED)

6.5. Notices. (UNCHANGED)

6.6. Amendment.

(a). By Class "B" Member. (Deleted).

(b). By Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 51% of the total Class "A" votes in the Association, ~~and the consent of the Class "B" Member, if such exists.~~

(c). By the Board. ~~The Board may also amend these By-Laws by unanimous vote or written consent of the directors to submit the Association to the Georgia Property Owners' Association Act and to confirm these By-Laws to any mandatory provisions thereof. Any such amendment shall require Declarant's consent, so long as Declarant owns any property described on Exhibits "A" or "B" to the Declaration.~~

(d) Validity and Effective Date of Amendments. (UNCHANGED)

Certification of Amendment to By-Laws

THIS IS TO CERTIFY, that I am the duly elected, qualified and acting Secretary of Collinswood Park Community Association, Inc., a Georgia nonprofit corporation, and that the foregoing Amendments to the By-Laws of Collinswood Park Community Association, Inc. ("the Association") were duly approved and adopted at a Special Meeting of the Association held on April 13, 2019, upon the affirmative vote or written consent, or combination thereof, of Members representing at least 51% of the total Class "A" votes in the Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 13th day of April, 2019.



Tony Annarelli, Secretary