

BK 45894 PG 0227

BK 46123 PG 0030

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
2006 FEB -3 PM 2:00
TOM LAWLER, CLERK

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.
06 JAN -3 PM 3:28
TOM LAWLER, CLERK

300064

*Re-recorded to attach signature page for
Rock-Tenn Shared Services, LLC

Cross Reference: Deed Book 42690
Page 12

After recording, please return to:
Lisa A. Crawford
Dorough & Dorough, LLC
Attorneys at Law
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030

**FIRST AMENDMENT
TO THE MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR NORCROSS DOWNTOWN AND TO THE
BYLAWS OF THE NORCROSS DOWNTOWN RESIDENTIAL ASSOCIATION, INC.**

THIS FIRST AMENDMENT (hereinafter referred to as "First Amendment") is made this
3rd day of January, 2006 by **NORCROSS DOWNTOWN, LLC**, a Georgia limited liability
company (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain Master Declaration of Protective Covenants,
Conditions, Restrictions and Easements for Norcross Downtown, which was recorded on May 10,
2005 at Deed Book 42690, page 12, *et seq.*, Gwinnett County, Georgia land records (hereinafter
as supplemented and/or amended from time to time, the "Declaration") together with the Bylaws of
the Norcross Downtown Residential Association, Inc. attached thereto as Exhibit "C" thereof
(hereinafter referred to as the "Bylaws"); and

WHEREAS, Declarant formed the Norcross Downtown Residential Association, Inc., a
Georgia nonprofit corporation ("Association"), to be the entity named in the Declaration as having
the power and authority set forth therein; and

WHEREAS, pursuant to Section 11.9 of the Declaration, with the prior written consent
of Rock-Tenn, Declarant may unilaterally amend the Declaration for any purpose; provided,
however, any such amendment shall not materially adversely affect the substantive rights of any

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Owners hereunder nor shall it adversely affect title to any Unit without the consent of the affected Owner; and

WHEREAS, pursuant to Section 6.4 of the Bylaws of the Association, the Bylaws may be amended upon the affirmative vote of at least two-thirds (2/3) of the Total Association Vote and the consent of the Declarant; and

WHEREAS, Rock-Tenn does hereby consent to the provisions of this First Amendment as evidenced by their signature attached hereto; and

WHEREAS, the Declarant is the owner of all of the Units in the Community; and

WHEREAS, the Declarant desires to amend the Declaration and the Bylaws as provided herein;

NOW THEREFORE, the undersigned hereby adopts this First Amendment to the Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Norcross Downtown and the Bylaws of the Association, hereby declaring that all the property now or hereafter subject to the Declaration and the Bylaws shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration and Bylaws, amended as follows:

1.

The Declaration and Bylaws are hereby amended by deleting any and every reference to "Norcross Downtown" in its entirety and substituting in lieu therefore a reference to "Seven Norcross".

2.

The Declaration is hereby amended by deleting Section 5.1 of the Declaration entitled, "Association's Responsibility," in its entirety and replacing it with a new Section 5.1, to read as follows:

5.1 Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. The Association shall also maintain (whether or not constituting Common Property): (a) Community entry features, if any, including entry area landscaping and any irrigation system and the expenses for water and electricity, if any, provided to all such entry features; (b) all storm water detention/retention ponds and storm water drainage facilities serving the Community, if and to the extent such facilities are not maintained by the owner of such facilities, the owners of nearby property served by such facilities or a government body; (c) all Community parks, greenbelt and open spaces and any irrigation system and the expenses for water and electricity, if any, provided to all such greenbelt and open spaces to the extent the same are not maintained by a Neighborhood Association as provided in a Neighborhood Declaration, if any; (d) landscaping and yards located on the outside of a dwelling on a Unit as provided

in Section 5.3 hereof; (e) recreational facilities and amenities serving the Community, if any; (f) private streets and alleys in the Community; (g) the exterior portions of a dwelling structure located on a Townhome Unit as provided in Section 5.11 hereof, the costs of which may be assessed against a Townhome Unit as a Townhome Unit Assessment as provided herein; and (h) park areas in the Community available for public use as provided in Section 10.13 hereof. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community and to enter into easements and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard. Any common irrigation system installed by the Declarant or the Association shall be Common Property, operated, maintained, repaired and replaced by the Association. The deed of conveyance of any Unit shall not include any right, title or interest in such irrigation system, if any.

3.

The Declaration is hereby amended by deleting Section 5.2 of the Declaration entitled, "Owner's Responsibility," in its entirety and replacing it with a new Section 5.2, to read as follows:

5.2 Owner's Responsibility. Except for maintenance performed on a Unit by the Association pursuant to Section 5.1 or 5.3, respectively, or in any Supplementary Declaration applicable to a Townhome Unit, or maintenance performed by the Association on a Townhome Unit pursuant to Section 5.11 hereof, or maintenance performed by a Neighborhood Association pursuant to a Neighborhood Declaration, if any, all maintenance of the Unit and all structures, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Unit in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; keeping improvements, dwelling structures and exterior lighting in good repair and working order (including: steps, decks and deck surfaces, terraces, patios and patio surfaces, all doors, including screen and storm doors, hinges, frames and door frames and hardware which are part of the entry system, window screens, window frames, casings, locks, glass, foundations and footings, pipes, wires, ducts, lines, conduits or other apparatus which serve only one Unit whether located within or outside of the Unit's boundaries, including all gas, electricity, water, sewer or air conditioning pipes, wires, ducts, lines, conduits

or other apparatus); keeping driveways and walkways in good repair; complying with all governmental health and police requirements; and repair of exterior damage to improvements including, without limitation, repairing and painting (or other appropriate external care) of improvements located on a Unit; provided, however, during the Development Period, Declarant shall maintain a Unit and the Community in a manner consistent with the Community-Wide Standard as defined in Section 1.7 herein without regard to any particular maintenance obligation specifically described above. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Unit as a specific assessment.

4.

The Declaration is hereby amended by adding a new Section 5.11 entitled, "Townhome Unit Maintenance," to Article 5 of the Declaration to read as follows:

5.11 Townhome Unit Maintenance. As provided in Section 5.1 above, the Association shall maintain and keep in good repair the exterior surfaces of dwelling structures located on all Townhome Units of the Community, the costs of which may be assessed against a Townhome Unit as a Townhome Unit Assessment as provided herein. Maintenance by the Association of exterior surfaces of dwelling structures located on all Townhome Units shall include the following: (a) exterior surfaces of garage doors, excluding any glass surfaces, windows, window frames and casings and locks; (b) all roofs, downspouts and gutters; and (c) all exterior building surfaces with the exception of hardware and glass, including, without limitation, periodic painting, staining or pressure washing of the same (including periodic painting or staining of the exterior surface of entry doors and door frames), as appropriate, on a schedule determined by the Board; provided, however, the Association shall not be responsible for waterproofing foundations either above or below grade. The Association shall not be responsible for maintaining and keeping in good repair the following: (i) steps, decks (whether enclosed or not) and deck surfaces, terraces, patios (whether enclosed or not) and patio surfaces and landscaping within the patios, planters and courtyards, if any, of the Townhome Units; (ii) HVAC or similar equipment located outside the dwelling structure located

on a Townhome Unit; (iii) all doors, including screen and storm doors, hinges, frames and door frames and hardware which are part of the entry system (except for periodic painting or staining of the exterior surfaces of entry doors and door frames); (iv) hose bibs contained in exterior walls of a dwelling structure located on a Townhome Unit; (v) lighting fixtures pertaining to a particular Townhome Unit and being located outside an entryway or in a garage; (vi) window screens, window frames, casings, locks and glass; (vii) foundations and footings, including waterproofing; and (viii) pipes, wires, ducts, lines, conduits or other apparatus which serve only one (1) Townhome Unit whether located within or outside of the Townhome Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, wires, ducts, lines, conduits or other apparatus). The Board of Directors may promulgate rules setting forth the extent of maintenance to be performed by the Association and may assume responsibility for providing additional maintenance as long as Townhome Units have equal rights to maintenance. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

5.

The Declaration is hereby amended by deleting Section 8.1 of the Declaration entitled, "Insurance on Common Property," in its entirety and replacing it with a new Section 8.1, to read as follows:

8.1 Insurance on Common Property. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association ("Fannie Mae"), the U.S. Department of Veterans Affairs ("VA"), and the U.S. Department of Housing and Urban Development ("HUD"), as applicable to the Community. Accordingly, the Board of Directors shall obtain casualty insurance for all insurable improvements located on the Common Property which the Association is obligated to maintain; provided however, nothing contained herein shall be construed as obligating the Association to obtain insurance for any portion of a dwelling structure located on a Unit except for insurance which the Association shall obtain for Townhome Units as provided in Section 8.5 hereof. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars. Policies may contain a reasonable deductible as determined by the Board of Directors. In addition to the other insurance required by this Section, the Board of Directors shall obtain worker's compensation

insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

6.

The Declaration is hereby amended by deleting Section 8.2 of the Declaration entitled, "Individual Insurance," in its entirety and replacing it with a new Section 8.2, to read as follows:

8.2 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Units (except as may be otherwise provided in Section 8.5 hereof for Townhome Units) and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on all structures (except as may be otherwise provided in Section 8.5 hereof for Townhome Units) and a liability policy covering damage or injury occurring on the Owner's property. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times and a copy of such policies shall be furnished to the Association upon request. In the event that any Owner of a Unit fails to obtain insurance as required by this Declaration, the Association may purchase such insurance on behalf of the Unit Owner and assess the cost thereof to the Owner, as a specific assessment.

7.

The Declaration is hereby amended by adding a new Section 8.5 entitled, "Townhome Unit Insurance," to Article 8 of the Declaration to read as follows:

8.5 Townhome Unit Insurance. The Board of Directors shall have the authority to and shall obtain blanket insurance for all Townhome Units; provided however, the Association's insurance shall not include the Townhome Unit Owner's personal property (which shall be the sole responsibility of the Townhome Unit Owner). This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief and shall be in the amount sufficient to cover the full replacement cost of any repair or reconstruction in

the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all risk" coverage in like amounts. Premiums for said insurance shall be assessed as part of the Townhome Unit Assessment as provided in Section 4.4 hereof. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Townhome Unit or a Townhome Unit and the Common Property, the cost of the deductible may be apportioned and assessed equitably by the Board among the parties suffering loss in accordance with the total costs of repair, unless the insurance policy provided that the deductible will apply to each Townhome Unit separately. If any Owner fails to pay the deductible when required hereunder, the Association can pay the deductible and assess the cost to any such Owner pursuant to Article 4 of this Declaration; provided, however, no Owner shall be assessed more than Two Thousand Five Hundred Dollars (\$2,500.00) as the cost of the deductible for any one occurrence.

8.

The Declaration is hereby amended by adding a new Section 10.13 entitled, "Public Access Easement to Park Areas," to Article 10 of the Declaration to read as follows:

10.13 Public Access Easement to Park Areas. Pursuant to condition number 9 of Rezoning Application Number 04-205 applicable to the Community, Declarant hereby grants to the general public, access to, use and enjoyment of the green space and park areas located in the Community, which green space and park areas are maintained by the Association as provided in Section 5.1 hereof; provided, however the general public shall comply with any rules and regulations promulgated by the Board of Directors of the Association and further provided that nothing contained herein shall be construed as granting the general public access to or use and enjoyment of any active recreational amenities serving the Community.

9.

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

10.

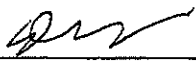
This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Gwinnett County, Georgia.

11.


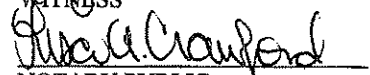
Except as herein modified, the Declaration and the Bylaws shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant hereby execute this instrument under seal, this
3rd day of January, 2006.

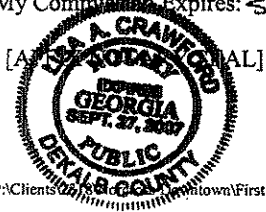
DECLARANT: **NORCROSS DOWNTOWN, LLC**, a
Georgia limited liability company

By:  (SEAL)
Name: David M. Smith
Title: Authorized Representative

Signed, sealed, and delivered
in the presence of:


WITNESS

NOTARY PUBLIC

My Commission Expires: SEPT. 27, 2007



BK 45894 PG 0227

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

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TOM LAWLER, CLERK

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Cross Reference: Deed Book 42690
Page 12

After recording, please return to:
Lisa A. Crawford
Dorough & Dorough, LLC
Attorneys at Law
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030

**FIRST AMENDMENT
TO THE MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR NORCROSS DOWNTOWN AND TO THE
BYLAWS OF THE NORCROSS DOWNTOWN RESIDENTIAL ASSOCIATION, INC.**

THIS FIRST AMENDMENT (hereinafter referred to as "First Amendment") is made this 3rd day of January, 2006 by **NORCROSS DOWNTOWN, LLC**, a Georgia limited liability company (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Norcross Downtown, which was recorded on May 10, 2005 at Deed Book 42690, page 12, *et seq.*, Gwinnett County, Georgia land records (hereinafter as supplemented and/or amended from time to time, the "Declaration") together with the Bylaws of the Norcross Downtown Residential Association, Inc. attached thereto as Exhibit "C" thereof (hereinafter referred to as the "Bylaws"); and

WHEREAS, Declarant formed the Norcross Downtown Residential Association, Inc., a Georgia nonprofit corporation ("Association"), to be the entity named in the Declaration as having the power and authority set forth therein; and

WHEREAS, pursuant to Section 11.9 of the Declaration, with the prior written consent of Rock-Tenn, Declarant may unilaterally amend the Declaration for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any

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Owners hereunder nor shall it adversely affect title to any Unit without the consent of the affected Owner; and

WHEREAS, pursuant to Section 6.4 of the Bylaws of the Association, the Bylaws may be amended upon the affirmative vote of at least two-thirds (2/3) of the Total Association Vote and the consent of the Declarant; and

WHEREAS, Rock-Tenn does hereby consent to the provisions of this First Amendment as evidenced by their signature attached hereto; and

WHEREAS, the Declarant is the owner of all of the Units in the Community; and

WHEREAS, the Declarant desires to amend the Declaration and the Bylaws as provided herein;

NOW THEREFORE, the undersigned hereby adopts this First Amendment to the Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Norcross Downtown and the Bylaws of the Association, hereby declaring that all the property now or hereafter subject to the Declaration and the Bylaws shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration and Bylaws, amended as follows:

1.

The Declaration and Bylaws are hereby amended by deleting any and every reference to "Norcross Downtown" in its entirety and substituting in lieu thereof a reference to "Seven Norcross".

2.

The Declaration is hereby amended by deleting Section 5.1 of the Declaration entitled, "Association's Responsibility," in its entirety and replacing it with a new Section 5.1, to read as follows:

5.1 Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. The Association shall also maintain (whether or not constituting Common Property): (a) Community entry features, if any, including entry area landscaping and any irrigation system and the expenses for water and electricity, if any, provided to all such entry features; (b) all storm water detention/retention ponds and storm water drainage facilities serving the Community, if and to the extent such facilities are not maintained by the owner of such facilities, the owners of nearby property served by such facilities or a government body; (c) all Community parks, greenbelt and open spaces and any irrigation system and the expenses for water and electricity, if any, provided to all such greenbelt and open spaces to the extent the same are not maintained by a Neighborhood Association as provided in a Neighborhood Declaration, if any; (d) landscaping and yards located on the outside of a dwelling on a Unit as provided

in Section 5.3 hereof; (e) recreational facilities and amenities serving the Community, if any; (f) private streets and alleys in the Community; (g) the exterior portions of a dwelling structure located on a Townhome Unit as provided in Section 5.11 hereof, the costs of which may be assessed against a Townhome Unit as a Townhome Unit Assessment as provided herein; and (h) park areas in the Community available for public use as provided in Section 10.13 hereof. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the Community and to enter into easements and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Owner as a specific assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard. Any common irrigation system installed by the Declarant or the Association shall be Common Property, operated, maintained, repaired and replaced by the Association. The deed of conveyance of any Unit shall not include any right, title or interest in such irrigation system, if any.

3.

The Declaration is hereby amended by deleting Section 5.2 of the Declaration entitled, "Owner's Responsibility," in its entirety and replacing it with a new Section 5.2, to read as follows:

5.2 Owner's Responsibility. Except for maintenance performed on a Unit by the Association pursuant to Section 5.1 or 5.3, respectively, or in any Supplementary Declaration applicable to a Townhome Unit, or maintenance performed by the Association on a Townhome Unit pursuant to Section 5.11 hereof, or maintenance performed by a Neighborhood Association pursuant to a Neighborhood Declaration, if any, all maintenance of the Unit and all structures, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Unit in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: prompt removal of all litter, trash, refuse, and waste; keeping improvements, dwelling structures and exterior lighting in good repair and working order (including: steps, decks and deck surfaces, terraces, patios and patio surfaces, all doors, including screen and storm doors, hinges, frames and door frames and hardware which are part of the entry system, window screens, window frames, casings, locks, glass, foundations and footings, pipes, wires, ducts, lines, conduits or other apparatus which serve only one Unit whether located within or outside of the Unit's boundaries, including all gas, electricity, water, sewer or air conditioning pipes, wires, ducts, lines, conduits

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or other apparatus); keeping driveways and walkways in good repair; complying with all governmental health and police requirements; and repair of exterior damage to improvements including, without limitation, repairing and painting (or other appropriate external care) of improvements located on a Unit; provided, however, during the Development Period, Declarant shall maintain a Unit and the Community in a manner consistent with the Community-Wide Standard as defined in Section 1.7 herein without regard to any particular maintenance obligation specifically described above. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten-day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Unit as a specific assessment.

4.

The Declaration is hereby amended by adding a new Section 5.11 entitled, "Townhome Unit Maintenance," to Article 5 of the Declaration to read as follows:

5.11 Townhome Unit Maintenance. As provided in Section 5.1 above, the Association shall maintain and keep in good repair the exterior surfaces of dwelling structures located on all Townhome Units of the Community, the costs of which may be assessed against a Townhome Unit as a Townhome Unit Assessment as provided herein. Maintenance by the Association of exterior surfaces of dwelling structures located on all Townhome Units shall include the following: (a) exterior surfaces of garage doors, excluding any glass surfaces, windows, window frames and casings and locks; (b) all roofs, downspouts and gutters; and (c) all exterior building surfaces with the exception of hardware and glass, including, without limitation, periodic painting, staining or pressure washing of the same (including periodic painting or staining of the exterior surface of entry doors and door frames), as appropriate, on a schedule determined by the Board; provided, however, the Association shall not be responsible for waterproofing foundations either above or below grade. The Association shall not be responsible for maintaining and keeping in good repair the following: (i) steps, decks (whether enclosed or not) and deck surfaces, terraces, patios (whether enclosed or not) and patio surfaces and landscaping within the patios, planters and courtyards, if any, of the Townhome Units; (ii) HVAC or similar equipment located outside the dwelling structure located

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on a Townhome Unit; (iii) all doors, including screen and storm doors, hinges, frames and door frames and hardware which are part of the entry system (except for periodic painting or staining of the exterior surfaces of entry doors and door frames); (iv) hose bibs contained in exterior walls of a dwelling structure located on a Townhome Unit; (v) lighting fixtures pertaining to a particular Townhome Unit and being located outside an entryway or in a garage; (vi) window screens, window frames, casings, locks and glass; (vii) foundations and footings, including waterproofing; and (viii) pipes, wires, ducts, lines, conduits or other apparatus which serve only one (1) Townhome Unit whether located within or outside of the Townhome Unit's boundaries (including all gas, electricity, water, sewer or air conditioning pipes, wires, ducts, lines, conduits or other apparatus). The Board of Directors may promulgate rules setting forth the extent of maintenance to be performed by the Association and may assume responsibility for providing additional maintenance as long as Townhome Units have equal rights to maintenance. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

5.

The Declaration is hereby amended by deleting Section 8.1 of the Declaration entitled, "Insurance on Common Property," in its entirety and replacing it with a new Section 8.1, to read as follows:

8.1 Insurance on Common Property. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association ("Fannie Mae"), the U.S. Department of Veterans Affairs ("VA"), and the U.S. Department of Housing and Urban Development ("HUD"), as applicable to the Community. Accordingly, the Board of Directors shall obtain casualty insurance for all insurable improvements located on the Common Property which the Association is obligated to maintain; provided however, nothing contained herein shall be construed as obligating the Association to obtain insurance for any portion of a dwelling structure located on a Unit except for insurance which the Association shall obtain for Townhome Units as provided in Section 8.5 hereof. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars. Policies may contain a reasonable deductible as determined by the Board of Directors. In addition to the other insurance required by this Section, the Board of Directors shall obtain worker's compensation

insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

6.

The Declaration is hereby amended by deleting Section 8.2 of the Declaration entitled, "Individual Insurance," in its entirety and replacing it with a new Section 8.2, to read as follows:

8.2 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Units (except as may be otherwise provided in Section 8.5 hereof for Townhome Units) and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on all structures (except as may be otherwise provided in Section 8.5 hereof for Townhome Units) and a liability policy covering damage or injury occurring on the Owner's property. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times and a copy of such policies shall be furnished to the Association upon request. In the event that any Owner of a Unit fails to obtain insurance as required by this Declaration, the Association may purchase such insurance on behalf of the Unit Owner and assess the cost thereof to the Owner, as a specific assessment.

7.

The Declaration is hereby amended by adding a new Section 8.5 entitled, "Townhome Unit Insurance," to Article 8 of the Declaration to read as follows:

8.5 Townhome Unit Insurance. The Board of Directors shall have the authority to and shall obtain blanket insurance for all Townhome Units; provided however, the Association's insurance shall not include the Townhome Unit Owner's personal property (which shall be the sole responsibility of the Townhome Unit Owner). This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief and shall be in the amount sufficient to cover the full replacement cost of any repair or reconstruction in

the event of damage or destruction from any such hazard. Alternatively, the Board may purchase "all risk" coverage in like amounts. Premiums for said insurance shall be assessed as part of the Townhome Unit Assessment as provided in Section 4.4 hereof. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who would be responsible for such loss in the absence of insurance. If the loss affects more than one Townhome Unit or a Townhome Unit and the Common Property, the cost of the deductible may be apportioned and assessed equitably by the Board among the parties suffering loss in accordance with the total costs of repair, unless the insurance policy provided that the deductible will apply to each Townhome Unit separately. If any Owner fails to pay the deductible when required hereunder, the Association can pay the deductible and assess the cost to any such Owner pursuant to Article 4 of this Declaration; provided, however, no Owner shall be assessed more than Two Thousand Five Hundred Dollars (\$2,500.00) as the cost of the deductible for any one occurrence.

8.

The Declaration is hereby amended by adding a new Section 10.13 entitled, "Public Access Easement to Park Areas," to Article 10 of the Declaration to read as follows:

10.13 Public Access Easement to Park Areas. Pursuant to condition number 9 of Rezoning Application Number 04-205 applicable to the Community, Declarant hereby grants to the general public, access to, use and enjoyment of the green space and park areas located in the Community, which green space and park areas are maintained by the Association as provided in Section 5.1 hereof; provided, however the general public shall comply with any rules and regulations promulgated by the Board of Directors of the Association and further provided that nothing contained herein shall be construed as granting the general public access to or use and enjoyment of any active recreational amenities serving the Community.

9.

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

10.

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

11.

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

BK49708PG0097

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

09 SEP 15 PM 2:00

TOM LAWLER, CLERK

Cross Reference: Deed Book 42690
Page 12

After recording, please return to:
Lisa A. Crawford
Dorough & Dorough, LLC
Attorneys at Law
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030

**SECOND AMENDMENT
TO THE MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR SEVEN NORCROSS**

THIS SECOND AMENDMENT (hereinafter referred to as "Second Amendment") is made this 5th of August, 2009 by NORCROSS DOWNTOWN, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant").

WITNESSETH

WHEREAS, Declarant executed that certain Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Norcross Downtown, which was recorded on May 10, 2005 at Deed Book 42690, page 12, *et seq.*, Gwinnett County, Georgia land records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

WHEREAS, pursuant to Section 11.9 of the Declaration, with the prior written consent of Rock-Tenn, Declarant may unilaterally amend the Declaration for any purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owners hereunder nor shall it adversely affect title to any Unit without the consent of the affected Owner; and

WHEREAS, Rock-Tenn does hereby consent to the provisions of this Second Amendment as evidenced by their signature attached hereto; and

WHEREAS, the Declarant desires to amend the Declaration as provided herein; and

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WHEREAS, this Second Amendment does not materially adversely affect the substantive rights of any Owners nor does it adversely affect title to any Unit;

NOW THEREFORE, the undersigned hereby adopts this Second Amendment to the Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Seven Norcross, hereby declaring that all the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

1.

The Declaration is hereby amended by deleting Section 8.1 of the Declaration entitled, "Insurance on Common Property," in its entirety and replacing it with a new Section 8.1, to read as follows:

8.1 Insurance on Common Property. The Association shall obtain the insurance coverage necessary to satisfy the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association ("Fannie Mae"), the U.S. Department of Veterans Affairs ("VA"), and the U.S. Department of Housing and Urban Development ("HUD"), as applicable to the Community. Accordingly, the Board of Directors shall obtain casualty insurance for all insurable improvements located on the Common Property which the Association is obligated to maintain; provided however, nothing contained herein shall be construed as obligating the Association to obtain insurance for any portion of a dwelling structure located on a Unit. This insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board of Directors shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors' and officers' liability insurance. The public liability policy shall have a combined single limit of at least One Million (\$1,000,000.00) Dollars. Policies may contain a reasonable deductible as determined by the Board of Directors. In addition to the other insurance required by this Section, the Board of Directors shall obtain worker's compensation insurance, if and to the extent necessary to satisfy the requirements of applicable laws, and a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds, if reasonably available. If obtained, the amount of fidelity coverage shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the policy is in force, or any lesser amount of fidelity coverage allowable under the applicable Fannie Mae guidelines. Fidelity coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation. All such insurance coverage shall be written in the name of the Association.

2.

The Declaration is hereby amended by deleting Section 8.2 of the Declaration entitled, "Individual Insurance," in its entirety and replacing it with a new Section 8.2, to read as follows:

8.2 Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner acknowledges that the Association has no obligation to provide any insurance for any portion of individual Units and each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry all-risk casualty insurance on all structures and a liability policy covering damage or injury occurring on the Owner's property. The casualty insurance shall cover loss or damage by fire and other hazards commonly insured under an all-risk policy, if reasonably available and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The policies required hereunder shall be in effect at all times and a copy of such policies shall be furnished to the Association upon request. In the event that any Owner of a Unit fails to obtain insurance as required by this Declaration, the Association may purchase such insurance on behalf of the Unit Owner and assess the cost thereof to the Owner, as a specific assessment.

3.

The Declaration is hereby amended by deleting Section 8.5 entitled, "Townhome Unit Insurance," in its entirety.

4.

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

5.

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

6.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

BK49708PG0100

IN WITNESS WHEREOF, the Declarant hereby execute this instrument under seal, this 5th day of August, 2009.

DECLARANT: **NORCROSS DOWNTOWN, LLC**, a
Georgia limited liability company

By: _____ (SEAL)
Name: JAMES DONNELLY
Title: MGR

Signed, sealed, and delivered
in the presence of:

WITNESS

Heather M. Martin
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]



IN WITNESS WHEREOF, the undersigned have set their hands and seals hereto and hereby consent to the foregoing Second Amendment on behalf of Rock-Tenn as provided in the Declaration, this 23rd day of July, 2009.

ROCK-TENN: **ROCK-TENN SHARED SERVICES, LLC, a Georgia limited liability company**

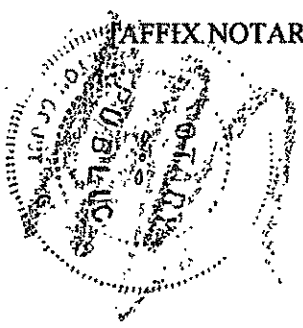
By: *[Signature]* (SEAL)
Name: Gregory L. Kitch
Title: Vice President *mbd*
sw

Signed, sealed, and delivered in the presence of:

Carol Anne Francis
WITNESS

m. [Signature]
NOTARY PUBLIC

My Commission Expires: 12/20/2010



FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2012 OCT -8 PM 2:00

RICHARD ALEXANDER, CLERK

Upon recording return to:
Rachel E. Conrad
DOROUGH & DOROUGH, LLC
Attorneys at Law
160 Clairemont Avenue
Suite 650
Decatur, Georgia 30030
(404) 687-9977

Cross Reference: Deed Book: 42690
Page: 12

ASSIGNMENT OF RIGHTS OF DECLARANT UNDER THE
MASTER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR SEVEN NORCROSS

(Formerly Known As Norcross Downtown)

THIS ASSIGNMENT AGREEMENT (hereinafter referred to as this "Assignment") is made as of the 21st day of September, 2012, by NORCROSS DOWNTOWN, LLC, a Georgia limited liability company (hereinafter referred to as "Grantor") and RES-GA HEDGEWOOD, LLC, a Florida limited liability company (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor, as "Declarant", executed that certain Master Declaration of Protective Covenants, Conditions, Restrictions and Easements for Seven Norcross, which was recorded on May 10, 2005 at Deed Book 42690, page 12, *et seq.*, Gwinnett County, Georgia land records (hereinafter as such document may have been supplemented and/or amended from time to time referred to as the "Declaration"); and

WHEREAS, Grantor desires to assign all of the rights, title, interest, powers, privileges and immunities of Grantor as Declarant arising under the Declaration, the Bylaws of Seven Norcross Residential Association, Inc., which are attached to the Declaration as Exhibit "C" and recorded therewith (as amended, the "Bylaws") and the Articles of Incorporation of Seven Norcross Residential Association, Inc. as on file with the Georgia Secretary of State (the "Articles") (the Declaration, Bylaws and Articles are hereinafter referred to collectively as the "Governing Documents") to Grantee;

0103541

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. Assignment of Rights of Declarant. Grantor does hereby grant, bargain, sell, assign, transfer, and convey to Grantee, its successors and assigns, all of Grantor's right, title, interest and power as "Declarant" arising under the Governing Documents, including, without limitation, the right to appoint and remove the officers and directors of the Seven Norcross Residential Association, Inc., the right to unilaterally annex additional property to the Community and the right to review and approve plans for all construction activity in the Community as provided in Article 6 of the Declaration. Grantor does hereby covenant and warrant unto Grantee, its successors, successors-in-title and assigns, that Grantor has made no assignment of any of the rights or interests of Grantor as said Declarant, and that Grantor has neither done any act nor failed to do any act which might prohibit Grantee from, or limit Grantee in, acting under any of the provisions of this Assignment or the Governing Documents.

2. No Liability to Grantee. Grantee, as Declarant or otherwise under the Governing Documents, shall in no event be liable for any responsibilities, liabilities or obligations of Grantor, as Declarant or otherwise, under the Governing Documents arising prior to the date of this Assignment.

3. Assumption of Obligations Under the Governing Documents. Grantee, by execution hereof, does hereby assume and agree to perform all obligations of Grantor, as Declarant, under the Governing Documents arising from and after the date of this Assignment.

4. Successors and Assigns. The assignment of rights contained in this Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

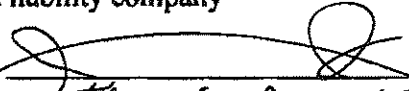
5. Definitions. Unless otherwise defined herein, the capitalized words used in this Assignment shall have the same meaning as set forth in the Declaration.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

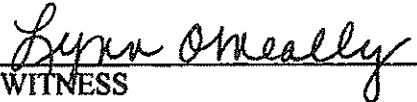
IN WITNESS WHEREOF. Grantor and Grantee have caused their respective duly authorized officers to execute and deliver this Assignment under seal as of the day and year first above written.

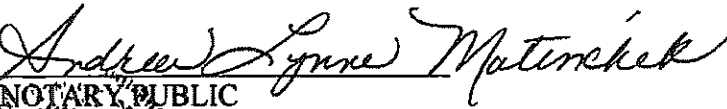
GRANTOR:

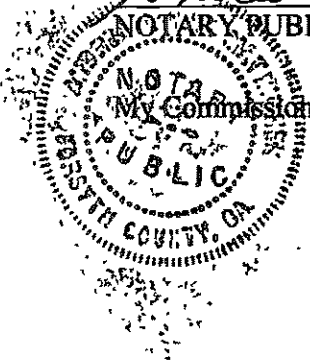
NORCROSS DOWNTOWN, LLC, a Georgia limited liability company

By:  (SEAL)
Name: JAMES DONNELLY
Title: mgr

Signed, sealed, and delivered in the presence of:


WITNESS


NOTARY PUBLIC



My Commission Expires: Jan 8, 2015

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

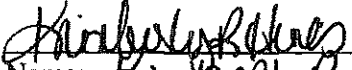
GRANTEE:

Signed, sealed and delivered
in the presence of:

RES-GA HEDGEWOOD, LLC, a Florida
limited liability company

Unofficial Witness


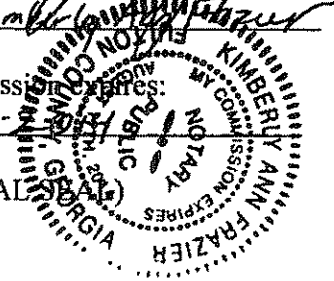
By: Multibank 2009-1 RES-ADC Venture,
LLC, a Delaware limited liability
company, its Sole Member



Name: Kimberly R Hines

By: RL RES 2009-1 Investments, LLC,
a Delaware limited liability
company, its Manager


Notary Public

By: Rialto Capital Advisors, LLC,
a Delaware limited liability
company, as its attorney-in-fac


Name: Kimberly Ann Frazier
My commission expires: 8-17-2014
(NOTARIAL SEAL) 

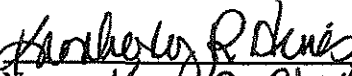
By:  (Seal)
Name: Mark King
Title: Authorized Signatory

Signed, sealed and delivered
in the presence of:

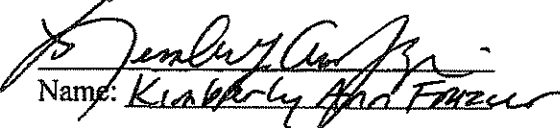
By:  (Seal)
Name: Stephen Tyde
Title: Authorized Signatory

Unofficial Witness

(Seal)


Name: Kimberly R Hines

Notary Public


Name: Kimberly Ann Frazier
My commission expires: 8-17-2014

(NOTARIAL SEAL) 