

BK 50121 PG 0876

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CLERK SUPERIOR COURT  
GWINNETT COUNTY GA

10 JUN 16 AM 8:00

When recorded return to:  
Jodie E. Rosser, LLC  
4411 Suwanee Dam Road  
Suite 450  
Suwanee, GA 30024

TOM LAWLER, CLERK

Cross Reference:  
Deed Book 4626, Page 51  
Deed Book 4626, Page 76  
Deed Book 4626, Page 89  
Deed Book 5136, Page 9  
Deed Book 5136, Page 18  
Deed Book 5449, Page 303

AMENDED and RESTATED COLLINS VILLAGE LOT OWNERS' DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 13th day of June, 2010.

WITNESSETH:

WHEREAS, A Declaration of Covenants, Conditions, and Restrictions for the Lot Owners' of Collins Village Subdivision was recorded on November 6, 1987, in Deed Book 4626, Page 89, et. seq., Gwinnett County, Georgia land records (hereinafter referred to as the Original Declarations); and

WHEREAS, additional Supplemental Declarations (Supplemental Declarations) were recorded thereafter as follows:

Date	Book/Page
October 4, 1988	5136/9
April 28, 1989	5449/303

WHEREAS, Article Two, Section 27, provides that this Declaration may be amended at any time and from time to time by an agreement signed by at least ninety (90) percent of the owners of record, other than Developer, of lots within Collins Village . . . during the initial 20-year period of this Declaration, or thereafter by at least seventy-five (75) percent of the Lots' owner's in Collins Village; and

WHEREAS, it is now past the initial 20-year period; and

WHEREAS, at least seventy-five (75) percent of the owners of record in Collins Village desire to amend the Original and Supplemental Declarations and have approved this Amendment; and

WHEREAS, the Declarant no longer owns any lots subject to this Declaration nor does Declarant have any unexpired options to subject property to Declaration; and

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WHEREAS, this Amendment is not material with respect to first mortgages on Lots in that they do not materially and adversely affect the security title or interest of any first mortgage holder; provided however, that if a court of competent jurisdiction determines that these amendments do so without such first mortgage holder's consent, then these amendments shall not be binding on the first mortgage holder involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Original Declaration prior to these amendments shall control with respect to the first mortgage holder; and

NOW THEREFORE, the Original Declarations are hereby stricken in their entirety and this Declaration is simultaneously substituted therefore:

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE  
COLLINS VILLAGE HOMEOWNERS ASSOCIATION, INC.

This Declaration is made to provide for the preservation of the values and amenities of the Property and to assure the best use and most appropriate development and improvement of the Property, and for the general purpose of establishing control and maintenance of the common space of Collins Village.

ARTICLE I  
Definitions

Section 1. "Association" shall mean and refer to the Collins Village Homeowners Association, Inc., a Georgia non-profit corporation, its successors and assigns.

Section 2. "Architectural Control Committee or ACC" means the committee established to exercise the architectural review powers set forth herein, which shall be the Board of Directors of the Association unless the Board appoints a separate Architectural Control Committee.

Section 3. "Board of Directors" shall mean and refer to the Association's board of directors as provided for in the Association's Articles of Incorporation and By-Laws, incorporated herein by reference.

Section 4. "By-Laws" shall refer to the By-Laws of Collins Village Homeowners Association.

Section 5. "Common Property" or "Common Area" shall mean any and all real and personal property and easements and other interest therein, together with the facilities and improvements located thereon, now or hereafter owned by the Association or held for the common use and enjoyment of the Owners.

Section 6. "Common Expenses" means the expenses incurred or anticipated to be incurred for the general benefit of all Lots, including, but not limited to, those expenses incurred for maintaining, repairing, replacing, and operating the Common Property.

Section 7. "Community" shall mean and refer to the certain real property and interests described herein and incorporated herein by reference.

Section 8. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors.

Section 9. "Declaration" means this Declaration of Protective Covenants and Easements for Collins Village.

Section 10. "Director" means a member of the Association's Board of Directors.

Section 11. "Easements" shall mean all easements in favor of the Association, for the benefit of all owners, and burdening any of the Lots or for the benefit of owners as to Common Property.

Section 12. "Effective Date" means the date that this Declaration is recorded in the Gwinnett County, Georgia land records.

Section 13. "First Mortgage Holder" or "First Mortgagee" shall mean the holder of any first priority mortgage.

Section 14. "Lot" shall mean and refer to any improved or unimproved parcel of land located within the Collins Village Subdivision, which is used, or intended for use as a site for a single-family dwelling and which is shown on any recorded plat as Collins Village Subdivision. Lots will not be included in Association property, only common area will be included in Association property

Section 15. "Majority" means more those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50) percent of the total eligible number.

Section 16. "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section 17. "Mortgagee or Mortgage Holder" shall mean the holder of any Mortgage.

Section 18. "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot located within the Community, excluding, however, any person holding such interest merely as security for the performance or satisfaction of any obligation.

Section 19. "Plat" means those plats of the survey relating to the Community filed in Plat Book 43, Page 21; Plat Book 46, Page 212; Plat Book 48, Page 153; and Plat Book 49, Page 70 of the Gwinnett County, Georgia land records. All of the Plats of survey are incorporated herein by this reference.

Section 20. "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trusts, or other legal entity.

Section 21. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof by this reference.

Section 22. "Violator" means any Owner who violates the Association Legal Documents and any Owner's family member, guest or Occupant who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Association Legal Documents, the Owner of the relevant Lot also shall be considered a Violator.

## ARTICLE II

### Property Subject to this Declaration

Section 1. Property Hereby Subject to this Declaration. The real property which is, by the recording of this Declaration, subject to the covenants and restrictions hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to this Declaration is the real property located in Land Lot 49, of the 7<sup>th</sup> District of Gwinnett County, Georgia and being Lots 1 through 87, Block A, of the Collins Village Subdivision, as per plats relating to the Community filed in Plat Book 43, Page 21; Plat Book 46, Page 212; Plat Book 48, Page 153; and Plat Book 49, Page 70 of the Gwinnett County, Georgia land records, which plats are incorporated herein by reference and the real property known as the Common Areas located in Land Lot 49, of the 7<sup>th</sup> District of Gwinnett County, Georgia and described in Exhibit "A", attached hereto and by reference made a part hereof.

## ARTICLE III

### Restrictions and Covenants

Section 1. Residential Use of Property. All Lots shall be used for residential purposes and no business or business activity shall be carried on upon any Lot at any time, except with the written approval of the Architectural Control Committee. Further, Lots may be used for those purposes permitted under applicable zoning ordinances only. Further, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

Section 2. Review and Approval of Plans. No building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee (ACC) and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography, by the ACC. This condition applies in each individual case even though a certain plan has been previously reviewed and approved by the ACC. In the event the ACC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the ACC will not be required. No members of the ACC shall be responsible or liable in any way for any defects in any plans or specifications approved by the ACC, nor for

any structural defects in any work done according to such plans and specifications approved by the ACC. Further, no member of the ACC shall be liable in damages to anyone submitting plans or specification for approval under this Section, or to any owner of property affected by this Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Owner of any Lot and every person submitting plans or specifications to the ACC for approval, by submission of such plans and specifications, agrees that he will not bring any action or suit against any member of the ACC, to recover for any such damage. The ACC shall not be expected to approve, condone or change any condition or standard that conflicts with Government laws and regulations that may apply to Collins Village.

Section 3. Building Construction. Not more than one single-family dwelling, not to exceed two and one-half (2-1/2) stories in height, shall be erected on any Lot unless otherwise approved, in writing by the ACC.

Section 4. Setbacks and Building Lines.

(a) Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines shown on the recorded plat thereof. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates or encroaches upon the building and setback lines shown on the recorded plat thereof, unless approved by the ACC.

(b) Walls and Fences. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than said minimum building setback line unless the same be retaining walls of masonry construction which do not in any event rise above the finish grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the ACC as set forth above. The exposed part of retaining walls shall be made of clay brick, natural stone, stucco, railroad ties, or veneered with brick or natural stone.

(c) Subdivision of Lots. One or more Lots or parts thereof may be subdivided or combined to form one single building Lot only upon approval, in writing, by the ACC, and in such event, the building line requirements provided herein shall apply to such Lots as re-subdivided or combined.

(d) Terraces, Eaves, and Detached Garages. For the purpose of determining compliance or noncompliance with the foregoing building line requirement, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, shall not be considered as a part of the structure. A minimum of 5' of side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the ACC; provided all such detached structures must be to the rear of the main dwelling and must not encroach upon the property of an adjacent owner.

Section 5. Building Requirements. The ground floor living area of the main structure, exclusive of open porches, porte-cocheres, garages, carports and breezeways, shall be not less than 1,400 square feet for a one story dwelling; nor less than 1,400 square feet overall enclosed existing or future living space of two stories or more

including split-level dwellings, however, must meet the requirements of the zoning and/or variance requirements of Gwinnett County as it pertains to Collins Village.

Section 6. Obstruction to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

Section 7. Delivery Receptacles and Property Identification Markers. The ACC shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

Section 8. Use of Outbuilding and Similar Structures. No structure of a temporary nature, unless approved in writing by the ACC, shall be erected or allowed to remain on any Lot; and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently.

Section 9. Completion of Construction. The ACC shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction of the foundation; or at the discretion of the ACC, this time period may be extended for a period not to exceed one (1) year.

Section 10. Livestock. No animals, livestock or poultry, of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Such household pets must not constitute a nuisance or cause unsanitary conditions.

Section 11. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot; nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots in the subdivision.

Section 12. Signs. No advertising signs or billboard shall be erected on any Lot or displayed to the public on any Lot except a professional sign one square foot in size and a sign of not more than 5 square feet in area may be used to advertise the property for sale or rent. Also, the provisions of this Section shall not apply to anyone who becomes the owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceeding in lieu thereof. Also, this restriction shall not apply to the permanent subdivision sign erected on entrance Lots Nos. 1A and 87A Collins Village Subdivision.

Section 13. Aesthetics, Nature Growth, Screening, Underground-Utility Service. Trees which have a diameter in excess of six (6) inches measured two (2) feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the ACC. Clotheslines, garbage cans and

equipment, shall be screened to conceal them from view of neighboring Lots and streets. All fuel tanks must be buried.

Section 14. Antennae. No radio or television transmission or reception towers or antennae shall be erected on the Property other than customary antennae which do not exceed ten (10) feet in height above the roof-ridge line of any house. Any exceptions must be reviewed and approved in writing in advance by the ACC. In no event shall free standing transmission or receiving towers be permitted.

Section 15. Trailers, Trucks, School Buses, Buses, Boats, Boat Trailers. No house trailers or mobile homes, or other habitable motor vehicles of any kind, school buses, trucks or commercial vehicles over one (1) ton capacity, shall be kept stored or parked overnight either on any street or any Lot, except within enclosed garages. Pleasure boats or boat trailers and campers only up to 24 feet must be kept in the rear yard, but must not be lived in.

Section 16. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. If such litter or other materials is found on any Lot, the same shall be removed by the lot owner of such lot, at the Lot owner's expense, upon written request of the ACC.

Section 17. Changing Elevations. No Lot owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the ACC.

Section 18. Sewage System. Sewage disposal shall be through municipal system or type of approval by appropriate agency.

Section 19. Water System. Water shall be supplied through municipal system or type of approval by appropriate agency.

Section 20. Easements. Lots subject to these Declarations shall be subject to easements, if any, shown as set forth on any recorded plat thereof. Also, easements for installation and maintenance of utilities and drainage facilities are hereby reserved over six (6) feet of each side line of each Lot and over the rear ten (10) feet of each Lot subjected to this Declaration. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.



Section 21. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance approved in writing by the ACC and of a uniform quality.

Section 22. Gwinnett County Code. All lots shall be maintained in a manner consistent with Gwinnett County codes and ordinances, current and as amended.

ARTICLE IV  
Membership and Voting Rights

Section 1. Every Person who is the record owner of a fee or undivided fee interest in any lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one (1) membership per lot. In the event of multiple Owners of a lot, votes and rights of use and enjoyment shall be as provided in this Declaration and in the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any lot. This rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one (1) vote be cast nor office held for each lot owned. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

Section 2. The Association shall have one class of voting Membership: Members shall be all Lot Owners and shall be entitled to one (1) vote for each lot owned. When more than one Person holds an interest in any lot, the vote for such lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one Person seeks to exercise it.

ARTICLE V  
Assessments

Section 1. Purpose of Assessment. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of lots including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay the Association: (a) annual assessments to be established and collected as hereinafter provided; and (b) specific assessments against any particular lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in

accordance with the terms of this Declaration. All such assessments, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the lots against which each assessment is made. Each such assessment, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the Owner of such lot at the time the assessment fell due. Each Owner shall be personally liable for his or her portion of each assessment coming due while he or she is the Owner of a lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgage holder taking title through foreclosure proceeding or deed in lieu of foreclosure. Mortgagees are not required to collect assessments, nor does failure to pay assessments constitute a default under an insured mortgage.

Assessments shall be paid at a uniform rate per lot in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual assessment for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

Section 3. Computation. It shall be the duty of the Board of Directors to prepare a budget covering the estimated costs of operating the Association during the coming year, which shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget and the assessments to be levied against each lot for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproved the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 4. Special Assessments for Capital Improvements or Other Purposes. In addition to the other assessments authorized herein, the Association may levy special assessments in any year. So long as the total amount of the special assessments allocable to each Unit does not exceed Fifty (\$50.00) Dollars in any one fiscal year, the Board may impose the special assessment. Any special assessment which would cause the amount of special assessments allocable to any lot to exceed this limitation shall be effective only if approved by a majority of the members by vote. Special assessments shall be paid as determined by the Board, and the Board may permit special assessments to be paid in installments extending beyond the fiscal year in which the special assessment is imposed.

Section 5. Lien for Assessments. All sums assessed against any lot pursuant to this Declaration, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such lot in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot, except for (a) liens of ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage duly recorded in the public record of Gwinnett County, Georgia, and all amounts advanced pursuant to such Mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any lot after this Declaration shall have been recorded in said records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments, which are not paid when due, shall be delinquent. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association shall cause a notice of delinquency to be given to any member who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien, as herein provided, shall attach, and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney fees actually incurred, and any other amounts provided for or permitted by law. In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same. No Owner may waive or otherwise except liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the lot. All payments shall be applied first to costs and attorney's fees, then to late charges, then interest and then to delinquent assessments.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence in a manner and on a schedule as the Board of Directors may provide.

ARTICLE VI  
Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep, in good repair, the Common Property. This maintenance shall include maintenance, repair, and replacement, subject to any insurance then in effect of all landscaping and improvements situated on the Common Property. The Common Property shall be maintained in a manner consistent with the Community-Wide Standard. The Landscaped entrance at Collins Hill Road constructed on an easement portion of lots 1-A and 87-A is to also be maintained by the Collins Village Homeowners' Association for the enjoyment and property enhancement of the lots owners. The remaining Common Area is generally expected to be maintained in its present rustic manner for the general enjoyment of the lot owners unless decided otherwise as provided herein.

Section 2. Owner's Responsibility. All maintenance of homes and the lots on which they are located shall be the responsibility of the Owner thereof.

ARTICLE VII  
Use Restrictions and Rules

Section 1. General. The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Common Property.

Section 2. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated thereto which govern the conduct of Owners in their use of the common areas and which provide for sanctions against Owners in their use of the common area shall also apply to all occupants of any lot.

ARTICLE VIII  
Insurance and Casualty Losses

Section 1. Insurance Maintained by the Association. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property, such as decided upon by the Board of Directors. This insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief and shall be in an amount sufficient to cover the cost or reasonable portion of the cost of any repair or reconstruction in the event of damage or destruction from any such hazard, as decided upon by the Board of Directors.

The Board 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, if obtained, shall have limits that are to be set by the Board of Directors.

Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance meets the needs established by the Board of Directors.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified in subparagraph (b), below. Such insurance shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company licensed to do business in Georgia.
- (b) All policies shall be for the benefit of the lot Owners and their mortgagees, as their interest may appear.
- (c) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.
- (e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Gwinnett County, Georgia, area.
- (f) A reasonable deductible amount may be included with the face amount of any insurance policy in determining whether appropriate policy limits are being maintained.
- (g) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:
  - (i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents, and guests;
  - (ii) A waiver by the insurer of its rights to repair and reconstruct instead of paying cash;
  - (iii) That no policy may be cancelled, invalidated, or suspended on account of any one or more individual Owners;
  - (iv) That no policy may be cancelled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the

allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or mortgagee;

(v) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) That no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to the other insurance outlined in this Section, the Board shall obtain workmen'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. The amount of fidelity coverage shall be determined in the directors' best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) day's prior written notice to the Association. The Association shall also obtain construction code endorsements, steam boiler coverage, and flood insurance, if any to the extent necessary to satisfy the requirements of the Mortgage Corporation or the Federal National Mortgage Association.

Section 2. Damage and Destruction.

- (a) In General. Immediately after the damage or destruction by fire or other casualty to all or any improvement covered by insurance written in the name of the Association as it relates to common property, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.
- (b) If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed such as determined by the Board of Directors and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Association's members, levy a special assessment, against all Owners in proportion to the number of lots owned by such Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs of repair or reconstruction, such excess shall be deposited to the benefit of the Association.

In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an

undeveloped portion of the Common Property by the Association in a neat and attractive condition. The Association's Board of Directors shall make the determination as to what portion, if any, of damaged property shall be restored or repaired.

ARTICLE IX  
Condemnation

Section 1. Common Property. If the taking involves a portion of the Common Property which improvements have been constructed, then, unless within sixty (60) days after such taking, fifty (50) percent of the members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefore.

ARTICLE X  
Mortgage Provisions

The following provisions are for the benefit of holders of first mortgagees on lots in the Community. The provisions of this Article apply to both this Declaration and to the By-Laws.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the lot address), (therefore becoming an "eligible holder") will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Community (common area) or which affects any lot on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a lot subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association that is interesting to same; or
- (d) Any proposed action, which would require the content of a specified percentage of Mortgage holders.

Section 2. Special FHLMC Provisions. So long as required by the Federal Home Loan Mortgage Corporation (The Mortgage Corporation), the following provisions apply in addition to and not in lieu of the foregoing. Unless two-thirds (2/3) of the first Mortgagees or Owners give their consent, the Association shall not:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property shall not be deemed a transfer within the meaning of this subsection);
- (b) Change the method of determining the obligation, assessments, dues, or other charges which may be levied against an Owner;
- (c) Fail to maintain fire and extended coverage insurance if applicable, as required by this Declaration; or
- (d) Use hazard insurance proceeds for any Common Property losses for other than the repair, replacement, or reconstruction of such property.
- (e) Amend the Articles of Incorporation.

Nothing contained in Section 2 above, of this Declaration shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration for any of the acts set out in this Section 2.

Section 3. Common Property Taxes. First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies to secure new casualty insurance coverage upon the lapse of a policy for the Common Property, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 4. No Priority. No provisions of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgage of any lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 5. HUD and Veterans Administration Approval. If any lot is subject to a mortgage guaranteed by HUD or the Veterans Administration, the following actions will require approval of HUD and the Veterans Administration: annexation of additional properties, dedication of Common Property, and amendment of this Declaration except as provided herein.



ARTICLE XI  
Easements

Section 1. Easement for Encroachments. There shall be reciprocal appurtenant easements for encroachment as between each lot and such portion or portions of the Common Property adjacent thereto due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each lot and the adjacent portion of the Common Property, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, tenant, or the Association.

Section 2. Easements for Use and Enjoyment.

- (a) Every Owner of a lot shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his lot, subject to the following provisions:
- (i) the right of the Association to charge reasonable admission and other fees for the use of any portion of the Common Property and to limit the number of guests of lot Owners and tenant who may use the Common Property;
  - (ii) the right of the Association to suspend the voting rights of a lot Owner and the right of an Owner to use any recreational facilities in the Community, if any, for any period during which any assessment against his lot which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, By-Laws, or rules and regulations;
  - (iii) the right of the Association to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of any lot or lot Owner, or the holder of any mortgage, irrespective of when executed, given by any lot Owner encumbering any lot or other property located within the Community (Any provisions in this Declaration or in any such mortgage given by the Association to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default thereunder shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of any lot or lot Owner, or the holder of any mortgage, irrespective of when executed, given by any lot Owner encumbering any lot or other property located within the Community.); and
  - (iv) the right of the Association to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective

unless an instrument agreeing to such dedication or transfer has been approved by at least a majority of the votes of the members of the Association present, or represented by proxy, are entitled to cast at a meeting duly called for such purpose.

- (b) Any lot Owner may delegate his or her right of use and enjoyment in and to the Common Property and facilities located thereon to the members of his family, his tenants and guests and shall be deemed to have made a delegation of all such rights to the occupants of any leased lot.

ARTICLE XI  
General Provisions

Section 1. Enforcement. Each Owner and every occupant of a lot shall comply strictly with the By-Laws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the conditions set forth in this Declaration. The Board of Directors may impose fines or other sanctions, which shall be collected as provide herein for the collection of assessments. Failure to comply with this Declaration, the By-Laws or the rules and regulations, shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such a manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or any property shall be prohibited or held invalid, such prohibition or invalidity shall not effect any other provision or the application of any provision which can be given effect without the invalid revision or application, and to this end, the provisions of this Declaration are declared to be severable.

Section 3. Duration. The provisions of this Declaration, covenants, and restrictions of this Declaration shall run with and bind the Land, and shall inure to the benefit of and be enforceable by the owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty (20) years from the date this Amendment of Declaration is filed for recording in the office of the Clerk of the Superior Court of Gwinnett County, Georgia, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then record owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 4. Amendment. This Declaration may be amended at any time and from time to time by an agreement signed by a least seventy-five percent (75%) of the Lots owner's in Collins Village. Any amendment must be recorded.

No amendment to the provisions of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in any real property now or hereafter subjected to this declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this declaration may be amended as provided in this Section.

Section 5. Partition. The Common Property shall remain undivided, and no lot Owner nor any other person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the property located within the Community and without the written consent of all holders of all mortgages encumbering any portion of the property, including, but not necessarily limited to, the lots located within the Community.

Section 6. Gender and Grammar. The singular, wherever used herein, shall be constructed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 7. Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article of Section to which they refer.

Section 8. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth, Queen of England.

Section 9. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, approved by the Board of Directors) to which he or she may be a party by reason of being or having been officer or director. The officers and directors shall have no liability for any contract or other commitment made by them, in good faith, on behalf of the Association, except to the extent that such officer or director may also be a member of the association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and titled. The Association shall maintain

adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available, and if decided upon by the Board of Directors.

Section 10. Books and Records.

- (a) Inspection by Members and Mortgagees. This Declaration, the By-Laws, copies of rules and use restrictions, membership register, books of account, and minutes of meeting of the members of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and by holders, insurers, or guarantors of any first mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of a first mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.
- (b) Rules for Inspection. The Board shall establish reasonable rules with respect to:
  - (i) notice to be given to the custodian of the records;
  - (ii) hours and days of the week when such an inspection may be made; and
  - (iii) payment of the cost of reproducing copies of documents.
- (c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The rights of inspection by a Director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 11. Audit. An audit of the accounts of the Association shall be made annually in the manner as the Board of Directors may decide; provided, however, after having received the Board's audit at the annual meeting, the members, by a majority vote, may require that the accounts of the Association be audited as a common expense by a public accountant. Upon written request of any institutional holder of a first mortgage and upon payment of all necessary costs, such holder shall be entitled to receive a copy of the annual audited financial statement within ninety (90) days after the end of each fiscal year.

Section 12. Notice of Sale or Lease. In the event an Owner sells or leases his or her lot, the Owner shall give the Association, in writing, the name of the purchaser or lessee of the lot and such other information as the Board may reasonably require, to properly carry out the duties outlined herein.

Section 13. Mergers. Upon a merger or consolidation of the Association with another Association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may, by operation, of law, be added to the properties of the association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants contained herein within the properties, together with the covenants and restrictions established upon any

other properties as one plan. Except as hereinafter provided, no such merger or consolidation shall affect any revocation, change of or addition to the covenants established by this Declaration with the Common Area. No such merger or consolidation shall be effective, however, unless first approved by two-thirds (2/3) vote of the membership.

IN WITNESS WHEREOF, the undersigned Officers of Collins Village Homeowners Association, Inc., hereby certify that the above amendment to the Original Declaration were duly adopted by the required majority of the Association and its membership, with any required notices duly given.

This 13 day of June, 20 10.

Signed, sealed and delivered in the presence of:

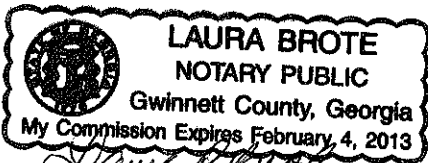
COLLINS VILLAGE HOMEOWNERS ASSOCIATION, INC.

Laura R Brote  
~~Witness~~ Notary Public

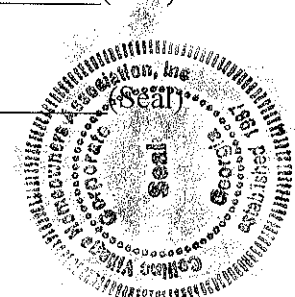
By: [Signature] (Seal)  
President

[Signature]  
Notary Public

Attest: [Signature] (Seal)  
Secretary



[CORPORATE SEAL]



[Signature]  
Witness - Jadie Rosser

Exhibit A  
Legal Description  
All Lots in Collins Village Subdivision

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 49 OF THE 7TH DISTRICT, GWINNETT COUNTY, GEORGIA AND BEING LOTS 1 thru 6, 23 thru 50, and 77 thru 87, BLOCK A, COLLINS VILLAGE, UNIT I, AS PER PLAT RECORDED IN PLAT BOOK 43, PAGE 21; and LOTS 51 thru 76, BLOCK A, COLLINS VILLAGE, UNIT II, AS PER PLAT RECORDED IN PLAT BOOK 46, PAGE 212; and LOTS 7 thru 22, BLOCK A, COLLINS VILLAGE, UNIT III, AS PER PLAT RECORDED IN PLAT BOOK 48, PAGE 153 AND REVISED AT PLAT BOOK 49, PAGE 70, GWINNETT COUNTY, GEORGIA RECORDS, WHICH PLATS ARE INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION. SAID PROPERTY IS KNOWN AS THE ENTIRE COLLINS VILLAGE SUBDIVISION, LAWRENCEVILLE, GA 30043.

# Legal Description

## Common Areas

All that tract or parcel of land lying and being in Land Lot 49 of the 7th Land District of Gwinnett County, Georgia, containing 1.646 acres and being more particularly described as follows.

BEGINNING at the corner common to Land Lots 48, 49, 68 and 69, thence North  $60^{\circ}41'36''$  East 1211.58 feet to an iron pin, said pin being the TRUE POINT OF BEGINNING; thence North  $60^{\circ}41'36''$  East a distance of 307.32 feet to an iron pin; thence South  $20^{\circ}18'48''$  West a distance of 226.48 to an iron pin; thence South  $12^{\circ}36'23''$  East a distance of 153.84 feet to an iron pin; thence South  $43^{\circ}23'18''$  East a distance of 159.27 feet to an iron pin; thence South  $11^{\circ}37'39''$  West a distance of 141.90 feet to an iron pin; thence South  $18^{\circ}33'47''$  East a distance of 189.19 feet to an iron pin, said pin being on the north margin of 50 foot right-of-way Radner Run; thence along said right-of-way in a westerly direction an arc distance of 57.55 feet to an iron pin; thence departing said right-of-way North  $18^{\circ}19'56''$  West a distance of 76.50 feet to an iron pin; thence North  $13^{\circ}19'38''$  West a distance of 157.20 feet to an iron pin; thence North  $25^{\circ}17'24''$  West a distance of 170.32 feet to an iron pin; thence North  $12^{\circ}05'30''$  West a distance of 180.58 feet to an iron pin; thence North  $50^{\circ}52'01''$  West a distance of 180.21 to an iron pin, said pin being the TRUE POINT OF BEGINNING.

The previously described property being Common Space "A" for Collins Village subdivision.

- And -

All that tract or parcel of land lying and being in Land Lot 49 of the 7th Land District, Gwinnett County, Georgia, containing 8.7 acres more or less and being more particularly described as follows.

BEGINNING at the corner common to Land Lots 48, 49, 68 and 69, thence South  $30^{\circ}04'55''$  East a distance of 1092.31 feet to an iron pin, said pin being the TRUE POINT OF BEGINNING; thence North  $33^{\circ}09'17''$  East a distance of 671.57 feet to an iron pin; thence South  $68^{\circ}51'46''$  East a distance of 56.12 feet to an iron pin; thence North  $86^{\circ}35'04''$  East a distance of 205.36 feet to an iron pin; thence North  $58^{\circ}57'32''$  East a distance of 354.32 feet to an iron pin; thence North  $03^{\circ}07'13''$  East a distance of 123.21 feet to an iron pin, said pin being on the south margin of 50 foot right-of-way Radner Run; thence along said right-of-way in an easterly direction an arc distance of 50.02 feet to an iron pin; thence South  $03^{\circ}07'13''$  West a distance of 128.81 feet to an iron pin; thence South  $82^{\circ}59'46''$  East a distance of 272.46 feet to an iron pin; thence North  $82^{\circ}48'20''$  East a distance of 203.57 feet to an iron pin, said pin being on the west margin of 80 foot right-of-way Collins Hill Road; thence along said right-of-way South  $09^{\circ}49'23''$  East a distance of 27.01 feet to an iron pin; thence departing said right-of-way South  $71^{\circ}51'58''$  West a distance of 1076 feet more or less to the centerline of Little Suwanee Creek; thence along the centerline of Little Suwanee Creek in a southerly direction 600 feet more or less to a point; thence departing said creek South  $72^{\circ}10'37''$  West a distance of 219 feet more or less to an iron pin; thence North  $30^{\circ}14'46''$  West a distance of 319.46 feet to an iron pin, said pin being the TRUE POINT OF BEGINNING.

The previously described property being the portion of Common Space "B" included in Unit One, Collins Village subdivision.

AND

BK50121 PG0899

## Common Areas

All that tract or parcel of land lying and being in Land Lot 49 of the 7th Land District, Gwinnett County, Georgia, containing 14.4 acres more or less and being more particularly described as follows.

BEGINNING at the corner common to Land Lots 48, 49, 60 and 69, thence South  $30^{\circ}04'55''$  East a distance of 80 feet more or less to the centerline of Little Suwanee Creek, said point being the TRUE POINT OF BEGINNING; thence along the centerline of Little Suwanee Creek in a southerly direction 730 feet more or less to a point; thence departing said creek North  $11^{\circ}55'19''$  East a distance of 15 feet more or less to a point; thence North  $50^{\circ}55'59''$  East a distance of 163.01 feet to a point; thence South  $88^{\circ}12'59''$  East a distance of 84.14 feet to a point; thence North  $01^{\circ}47'00''$  East a distance of 178.60 feet to a point; said point being on the south margin of 50 foot right-of-way Radner Run; thence along said right-of-way in an easterly direction a distance of 20.00 feet to a point; thence departing said right-of-way South  $01^{\circ}47'02''$  West a distance of 178.39 feet to a point; thence South  $60^{\circ}51'46''$  East a distance of 138.27 feet to an iron pin; thence North  $86^{\circ}35'04''$  East a distance of 205.36 feet to an iron pin; thence North  $58^{\circ}57'32''$  East a distance of 354.32 feet to an iron pin; thence North  $03^{\circ}07'13''$  East a distance of 123.21 feet to an iron pin, said pin being on the south margin of 50 foot right-of-way Radner Run; thence along said right-of-way in an easterly direction an arc distance of 50.02 feet to an iron pin; thence South  $03^{\circ}07'13''$  West a distance of 128.01 feet to an iron pin; thence South  $02^{\circ}59'46''$  East a distance of 272.46 feet to an iron pin; thence North  $02^{\circ}48'20''$  East a distance of 203.57 feet to an iron pin, said pin being on the west margin of 80 foot right-of-way Collins Hill Road; thence along said right-of-way South  $09^{\circ}49'23''$  East a distance of 27.01 feet to an iron pin; thence departing said right-of-way South  $71^{\circ}51'58''$  West a distance of 1076 feet more or less to the centerline of Little Suwanee Creek; thence along the centerline of Little Suwanee Creek in a southerly direction 600 feet more or less to a point; thence departing said creek South  $72^{\circ}10'37''$  West a distance of 219 feet more or less to an iron pin; thence North  $30^{\circ}14'46''$  West a distance of 319.46 feet to an iron pin; thence North  $30^{\circ}04'55''$  West a distance of 1092.31 feet to the TRUE POINT OF BEGINNING. Less the portion of the above trace previously included in the Collins Village Homeowners' Association property.

The previously described property being Common Space "B" (in its entirety) for Collins Village subdivision. (Possibly to be further divided into other Common Space increments at a later date.)

AND



BK 50121 PG 0900

## Common Areas

All that tract or parcel of land lying and being in Land Lot 49 of the 7th District of Gwinnett County, Georgia being Common Space "B" of Unit Two Collins Village Subdivision containing 6.1 acres more or less, as per plat of survey by Development Consultants Group, Inc., registered surveyors, dated and recorded in Plat Book     , Page     , Gwinnett County, Georgia Records, which is referred to and made a part hereof and more particularly described as follows:

BEGINNING at the corner common to Land Lots 48, 49, 68 and 69, thence South  $30^{\circ}04'55''$  East a distance of 80 feet more or less to the centerline of Little Suwanee Creek, said point being the TRUE POINT OF BEGINNING; thence along the centerline of Little Suwanee Creek in a southerly direction 730 feet more or less to a point; thence departing said creek North  $11^{\circ}55'19''$  East a distance of 15 feet more or less to an iron pin; thence North  $50^{\circ}55'59''$  East a distance of 163.01 feet to an iron pin; thence South  $88^{\circ}12'59''$  East a distance of 84.14 feet to an iron pin; thence North  $01^{\circ}47'02''$  East a distance of 178.60 feet to an iron pin, said pin being on the South margin of 50 foot right-of-way Radner Run; thence along said right-of-way in an easterly direction a distance of 20.00 feet to an iron pin; thence departing said right-of-way South  $01^{\circ}47'02''$  West a distance of 178.39 feet to an iron pin; thence South  $68^{\circ}51'46''$  East a distance of 72.15 feet to an iron pin; thence South  $33^{\circ}09'17''$  West a distance of 671.57 feet to an iron pin; thence North  $30^{\circ}04'55''$  West a distance of 1022 feet more or less to the TRUE POINT OF BEGINNING.

The previously described property being the portion of Common Space "B" included in Unit Two Collins Village Subdivision.