

BK 4352 | PG 0052

FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.

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TOM LAWLER, CLERK

Recorder's Cross-Reference: Declaration: Book: 39063  
Page: 263

COUNTY OF GWINNETT

STATE OF GEORGIA

**SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
SHADOWBROOK AT TOWN CENTER**

**Annexing Phase Two &  
Creating Townhome Neighborhood**

THIS AMENDMENT is made this 31<sup>st</sup> day of May, 2005 by Bowen Family Homes, Inc.,  
a Georgia corporation ("Declarant").

**WITNESSETH**

WHEREAS, Declarant signed and recorded that certain Declaration of Covenants,  
Conditions, and Restrictions for Shadowbrook at Town Center, recorded on July 13, 2004 in  
Book 39063, Page 263, *et seq.* of the records of the Clerk of the Superior Court of Gwinnett  
County, Georgia (the "Declaration"); and

WHEREAS, pursuant to Section 12.1 of the Declaration, Declarant reserved the right to  
expand the Community (as defined in the Declaration) to include all or any portion of the real  
property described in Exhibit "B" to the Declaration and such right expires seven years after the  
Declaration was recorded in the real property records; and

WHEREAS, pursuant to Section 6.3 of the Declaration, each supplemental declaration  
submitting additional property to the Declaration shall initially assign the submitted property to a  
specific Neighborhood (as defined in the Declaration), which Neighborhood shall be then  
existing or newly created; and

WHEREAS, pursuant to Section 12.3 of the Declaration, Declarant may impose  
additional covenants, restrictions, and easements on any property in the Community by filing a  
Supplemental Declaration in the Public Records (as defined in the Declaration) setting forth such  
additional covenants, restrictions, and easements and any such Supplemental Declaration shall  
require the written consent of the owner(s) of the property upon which the additional provisions  
are being imposed, if other than Declarant; and

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WHEREAS, Declarant desires to annex that certain real property described on Exhibit "A" to this Supplemental Declaration incorporated by this reference (the "Townhome Neighborhood"); and

WHEREAS, Declarant desires further to create a Neighborhood serving portions of the Additional Property and portions of the originally submitted property, to be known as the "Townhome Neighborhood" as shown on Exhibit "B" and desires to include additional covenants, restrictions, and easements to reflect the different character and intended use of the Townhome Neighborhood; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplemental Declaration shall be binding upon Town Center Community Association, Inc., a Georgia corporation (the "Association") in accordance with the terms of the Declaration.

#### **Article I Maintenance**

Section 1.1. Association Maintenance Responsibility. The Association shall have the obligation to maintain the exterior portions of the dwellings on the Units within the Townhome Neighborhood, including, but not limited to, painting exteriors, roofing materials, window wells, and exterior doors. Such maintenance shall not include glass surfaces, HVAC and utility pipes, stacks, and other components serving only one Unit.

The Association shall further have the obligation to maintain yards and landscaping on Units within the Townhome Neighborhood, but shall have no obligation to maintain any Limited Common Area assigned to a Unit that has been fenced in. The Association's responsibilities with respect to maintenance of such landscaping shall be limited to cutting of grass, trimming and replacement of trees, shrubs, hedges, bushes, flowers, and other plantings, and clean-up and removal of cuttings, trimmings, and dead plantings. Owners of Units shall not alter such landscaping or landscaping equipment and shall not interfere with the Association's landscaping activities without the approval of the ARC.

The cost of all maintenance to be performed by the Association shall be a Neighborhood Expense for the Townhome Neighborhood.

Section 1.2. Standard of Performance. All maintenance and activities in the Townhome Neighborhood shall be conducted in accordance with the Community-Wide Standard. In addition, 75% of the Owners of Units within the Townhome Neighborhood may request that the

Association perform additional services or a higher level maintenance or activity, which shall be performed as a Neighborhood Expense. For example and by way of illustration, not limitation, the Owners within the Townhome Neighborhood may request the Board to provide additional landscape services, a higher level of service, or recommendations regarding the landscape maintenance contractor the Association engages for the Neighborhood. The Board shall take such recommendations in consideration when providing such services and engaging the maintenance contractor, the cost of which shall be included in the Neighborhood Expenses.

1.3. Insurance. The Association shall obtain and maintain endorsements to the property and commercial general liability policies carried by the Association which shall insure the Association and the Owners within the Townhome Neighborhood against liability for occurrences occurring where the Association has maintenance responsibilities.

## **Article II Easements**

Section 2.1. Easement for Association Access. The Association shall have a perpetual, non-exclusive easement over every portion of the Townhome Neighborhood, including the Units (but not the interior of a dwelling), for the purpose of access to any Limited Common Area and for performing its maintenance responsibilities hereunder and under the Declaration, which easement may be used by the Association, its officers, directors, employees, agents, and contractors, and entry upon any Unit for such purpose shall not be deemed a trespass.

## **Article III Miscellaneous**

Section 3.1. Definitions. The capitalized terms contained herein shall have the same means as set forth in the Declaration.

Section 3.2. By Declarant. Until termination of the Class "B" membership, Declarant may unilaterally amend this Supplemental Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent in writing. In addition, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

Section 3.3. By Owners. Except as provided above and otherwise specifically provided herein, this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of 75% of the Owners of Units subject to this Supplemental

Declaration, the written consent of the Association acting upon resolution of its Board of Directors, and, so long as Declarant owns any portion of the Neighborhood, the consent of Declarant.

Notwithstanding the above, no amendment adopted pursuant to this Section shall be effective to withdraw the real property described herein from the provisions of the Declaration unless also approved by 75% of the total Class "A" votes in the Association and by the Class "B" Member, if such exists. The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. To be effective, any amendment must be recorded in the Public Records.

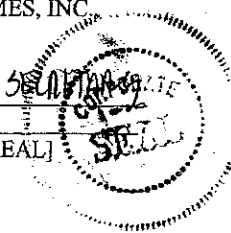
If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority so to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment on the date and year first written above.

DECLARANT: BOWEN FAMILY HOMES, INC.  
a Georgia corporation

By: [Signature]  
Its: SECRETARY  
[CORPORATE SEAL]



Signed, sealed, and delivered  
in the presence of:

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
[NOTARIAL SEAL]



My commission expires: 6/16/2007

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL THOSE TRACTS OR PARCELS OF LAND, lying and being in Land Lots 211, 212, 235, and 236 of the 7<sup>th</sup> District, Gwinnett County, Georgia, being more particularly described on that certain Final Plat for Shadowbrook at Town Center Phase Two (F.K.A. Suwanee New Town Center); such plat prepared by Development Planning & Engineering, Inc., containing the seal of Jon G. Stubblefield, Georgia R.L.S. No. 2599, and recorded on March 3, 2005 in the Office of the Clerk of Superior Court of Gwinnett County, Georgia in Plat Book 108, Pages 104-115.

Such final plat has the metes and bounds set forth therein.

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**EXHIBIT "B"**  
**TOWNHOME NEIGHBORHOOD**