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 Fee Amt: \$20.00 Page 1 of 5  
 Forsyth County, GA  
 Greg G. Allen Clerk Superior Ct

BK **6844** PG **550-554**

*let*

After recording, please 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: 6677  
 Page: 1

**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
 CONDITIONS, RESTRICTIONS AND EASEMENTS  
 FOR THE SUMMIT AT SHILOH**

THIS FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE SUMMIT AT SHILOH (hereinafter referred to as "First Amendment") is made this \_\_\_\_ day of \_\_\_\_, 2013 by **THE RYLAND GROUP, INC.**, a Maryland corporation (hereinafter referred to as "Declarant") and **SUMMIT AT SHILOH HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as the "Association");

WITNESSETH

**WHEREAS**, Declarant executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Summit at Shiloh, which was recorded May 6, 2013 at Deed Book 6677, Page 1, *et seq.*, Forsyth County, Georgia land records (hereinafter as supplemented and/or amended from time to time, the "Declaration"); and

**WHEREAS**, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

**WHEREAS**, Article 10, Section 10.6(c) of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant; and

**WHEREAS**, Declarant is the Owner of all of the Lots in the Community and desires to amend the Declaration as set forth herein, as evidenced by the signature attached hereto and by this reference incorporated herein;

**NOW THEREFORE**, the undersigned hereby adopt this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Summit at Shiloh, hereby declaring that all of 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 Article 5, Section 5.1, entitled "Association's Maintenance Responsibility," in its entirety and replacing it with a new Section 5.1 to read as follows:

5.1 Association's Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property, which shall include, without limitation, the maintenance, repair and replacement of all landscaping, structures and improvements situated thereon. The Association shall also maintain (whether or not constituting Common Property) the following: (a) all Community entry features and appurtenant landscaping, whether or not such entry features and landscaping are located on a Lot, Common Property or public right-of-way and any irrigation system and/or lighting system, if any, serving such entry features and related landscaping; (b) all Community green space and open space, if and to the extent the same are not maintained on an ongoing basis by a governmental entity; (c) any storm water detention/retention pond and storm water drainage facilities serving the Community and any retaining wall, gate, fence or other enclosure surrounding said storm water detention/retention ponds, if and to the extent such facilities are not maintained on an ongoing basis by a governmental entity or third party; provided, however, each Owner of a Lot, and not the Association, shall be responsible for the maintenance, repair and replacement of all storm water drainage facilities located on and exclusively serving such Lot, except as provided in subsection (d) hereof; (d) all permanent down drains located on the slopes that are adjacent to the storm water retention/detention ponds in the Community, regardless of whether such down drains are located on a Lot or Common Property, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party; (e) all street medians and street islands located in the Community, if and to the extent the same are not maintained on an ongoing basis by a governmental entity or third party; and (f) the Community recreational facilities.

In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or outside of the Community and to enter into easements and covenant to share cost agreements regarding such property, where the Board has determined that such

action would benefit the Owners. 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. 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 Lot of such Owner as a specific assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.

2.

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

3.

This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Forsyth County, Georgia and shall be enforceable against current Owners of a Lot subject to the Declaration.

4.

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

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant, as the Owner of all of the Lots in the Community, has caused this First Amendment to be executed under seal the day and year first above written.

DECLARANT: **THE RYLAND GROUP, INC.,** a Maryland corporation

By: Richelle Losch  
Name: Richelle Losch  
Title: Assistant Vice President

[AFFIX CORPORATE SEAL]

Signed, sealed, and delivered in the presence of:

Lina Cyreniak  
WITNESS

Holly Courson  
NOTARY PUBLIC

My Commission Expires:

July 9, 2017

[AFFIX NOTARY SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Association hereby consents to, approves and executes this First Amendment under seal, this \_\_\_\_ day of \_\_\_\_\_, 2013.

ASSOCIATION: **SUMMIT AT SHILOH HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: *Eric Masachi*  
Eric Masachi, President

Attest: *Tina Czerniak*  
Tina Czerniak, Secretary

Signed, sealed, and delivered in the presence of:  
*[Signature]*  
WITNESS

*Halle Courson*  
NOTARY PUBLIC

My Commission Expires:  
July 9, 2017

[AFFIX NOTARY SEAL]

[AFFIX CORPORATE SEAL]



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