

BK51145 PG0129

FILED AND RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA

2012 JAN 31 AM 11:32

RICHARD ALEXANDER, CLERK

AFTER RECORDING RETURN TO
GEORGE C. CALLOWAY, ESQ.
SPECIALIZED TITLE SERVICES, INC.
6133 PEACHTREE DUNWOODY ROAD NE
ATLANTA, GEORGIA 30328
(770) 394-7000 STS FILE NO. 1165.0618

301130

~~AFTER RECORDING, RETURN TO:~~
Chad Henderson, Esq.
1350 Spring Street, Suite 485
Atlanta, Georgia 30309 *CH*

STATE OF GEORGIA
COUNTY OF GWINNETT

Cross Reference: DEED BOOK 46104, PAGE 204
DEED BOOK 46394, PAGE 818

AMENDMENT TO DECLARATION
SUMMER LAKE

This Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Summer Lake of Gwinnett is made this 26 day of January, 2012, by First State Bank, a Georgia banking corporation, and REO Funding Solutions II, LLC, a Georgia limited liability company, as owners of Lots in the Community (as defined below).

WITNESSETH:

WHEREAS, Summer Lake (the "Community") is a residential community in Gwinnett County, Georgia, governed by that certain Declaration of Covenants, Conditions, Restrictions and Easements filed January 30, 2006, recorded in Deed Book 46104, Page 204, Gwinnett County, Georgia real estate records (the "Original Declaration"), and that certain Declaration of Covenants, Restrictions and Easements filed April 17, 2006, recorded in Deed Book 46394, Page 818, aforesaid records (the "Second Declaration"); and

WHEREAS, the Original Declaration and Second Declaration each provide for the Community to be administered and governed by a mandatory membership homeowners association (the "Association"); and

WHEREAS, the Original Declaration may be amended by the owners of fifty-five percent (55%) of the Lots in the Community, with the consent of the Declarant if the Declarant still owns any Lots in the Community for purpose of development or sale; and

WHEREAS, REO Funding Solutions II, LLC, as successor to the original Declarant, along with the requisite number and percentages of Lot owners as required by the Original Declaration, have consented to this Amendment, as evidenced by their execution of this Amendment herein below;

NOW, THEREFORE, the Original Declaration is hereby amended and restated, in its entirety, such that it will be identical in form and substance with the Second Declaration. Henceforth, to the extent any of the covenants, restrictions, easements, conditions, terms and provisions contained in the Original

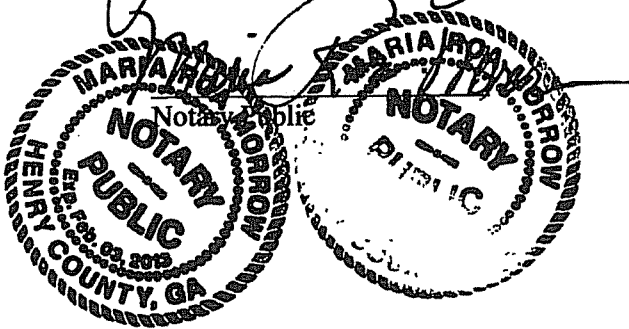
Declaration are different than or conflict with the Second Declaration, then the covenants, restrictions, easements, conditions, terms and provisions contained in the Second Declaration shall control. Under no circumstances shall the Community nor any of the Lots therein be deemed governed by more than one Declaration, or subject to the authority of more than one Association, or liable for more than one set of rules, restrictions, covenants or conditions, including without limitation, any obligations for payment of assessments or other charges to more than one Association or other entity.

THE RECITALS contained in the preamble hereto shall be construed in all respects as an integral part of this Amendment.

IN WITNESS WHEREOF, the undersigned do hereby adopt and approve the above amendments, or consent thereto, effective the date hereof.

Signed, sealed and delivered
in the presence of:

Jennifer Tiney
Unofficial Witness



Signed, sealed and delivered
in the presence of:

Mack White
Unofficial Witness

Jennifer M. Cannon
Notary Public



FIRST STATE BANK,
as Owner of Lots 1, 30, 31, 32, 33, 34, 35,
36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46,
47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57,
and 80

By: *[Signature]*
Special Assets

REO FUNDING SOLUTIONS II, LLC,
as Declarant and as Owner of Lots 4, 5,
22, 23, 24, 25, 26, 27, 28, 29, 58, 59, 60,
61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 77,
78 and 79

By: *[Signature]*