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Cross Reference: Book: 48148

Page: 476

STATE OF GEORGIA

306327

COUNTY OF GWINNETT

**AMENDMENT TO THE DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR TUSCANY PARK**

THIS AMENDMENT is made by **3664 Properties, LLC**, a Georgia limited liability company ("Declarant") as of the date below.

W I T N E S S E T H

WHEREAS, Tuscany Park Homes, LLC (formerly known as Rock Springs Capital Group, LLC) signed that certain Declaration of Covenants, Restrictions and Easements for Tuscany Park and caused it to be recorded on August 2, 2007 in Deed Book 48148, Page 476, *et seq.* of the real property records of the Clerk of the Superior Court of Gwinnett County, Georgia, as amended by that certain Amendment to the Declaration of Covenants, Restrictions and Easements for Tuscany Park, recorded in the public records of the Clerk of the Superior Court of Gwinnett County, Georgia, in Deed Book 49552, Page 628 on June 22, 2009 (as amended, the "Declaration"); and

WHEREAS, pursuant to that certain Assignment of Declarant's Rights recorded on December 28, 2009 in Deed Book 49871, Page 88 in the public records of the Clerk of the Superior Court of Gwinnett County, Georgia (the "Assignment"), Tuscany Park Homes, LLC assigned all of its rights as "Declarant" under the Declaration to 3664 Properties, LLC; and

WHEREAS, pursuant to Section 8.02 of the Declaration, during any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend the Declaration by an instrument in writing, filed and recorded in the deed records of the Superior Court of Gwinnett County, Georgia, without the approval of any Member (as such term is defined in the Declaration) or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's (as defined in the Declaration) right to the use and enjoyment of such Owner's Lot (as defined in the Declaration) or of the Common Property (as defined in the Declaration) as set forth in the Declaration or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the existing Members affected thereby, or (ii)

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in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to Section 8.02 shall be certified by Declarant as having been duly approved by Declarant, and such Members and mortgagees, if required and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself; and

WHEREAS, Declarant desires to reduce the time period for the Association to wait before using its abatement remedy; and

WHEREAS, Declarant retains the right to appoint and remove any directors and officers of the Association; and

NOW THEREFORE, pursuant to the rights reserved by Declarant, the Declaration is hereby amended as follows:

Article VII, Section 7.02(a) of the Declaration is hereby deleted in its entirety and replaced with the following language:

Except where different notice provisions are provided in other Sections hereof, in the event of a violation or breach of any Restriction contained in this Declaration the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within seven (7) days after the mailing of said written notice, then the Association shall have the Right of Abatement.

In all other respects, the Declaration shall be unmodified.

IN WITNESS THEREOF, the Declarant has executed this Amendment on this 12th day of June, 2013.

DECLARANT:

3664 Properties, LLC

a Georgia limited liability company

Signed, sealed, and delivered
on this 12th day of June, 2013
in the presence of:

By: Mark T. Whitmire
Its: mark manager

Patricia W. Cule
WITNESS

Cheryl P. Allegood
NOTARY PUBLIC

