

Upon Recording Return to:  
Amy H. Bray, Esq.  
Andersen, Tate & Carr, P.C.  
1505 Lakes Parkway, Suite 100  
Lawrenceville, Georgia 30043  
(2845.16032)

Cross Reference: Book: 48148  
Page: 476

STATE OF GEORGIA  
COUNTY OF GWINNETT

308699

701

FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.  
2009 JUN 22 PM 3:57  
TOM LAWLER, CLERK

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

THIS AMENDMENT is made by Tuscany Park Homes, LLC, a Georgia limited liability company (formerly known as Rock Springs Capital Group, LLC, a Georgia limited liability company) ("Declarant") as of the date below.

**WITNESSETH**

WHEREAS, Declarant 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 (the "Declaration"); 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) 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

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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 further remove the age restriction for Tuscany Park to ensure compliance with applicable zoning conditions; and

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

WHEREAS, the sole Owner, other than Declarant, consents to this Amendment as evidenced by the Owner's Consent attached hereto and made a part hereof;

WHEREAS, Declarant's mortgagee has consented to this Amendment, as evidenced by the executed Lender's Consent attached hereto and made a part hereof;

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

1.

Article I, Section 1.01 is hereby deleted in its entirety and "Intentionally Deleted" is inserted in its place.

2.

Article I, Section 1.14 is hereby deleted in its entirety and "Intentionally Deleted" is inserted in its place.

3.

Article I, Section 1.17 is hereby deleted in its entirety and "Intentionally Deleted" is inserted in its place.

4.

Article II, Section 2.03 is hereby deleted in its entirety replaced with the following:

**Right of Enjoyment.** Every Owner shall have a right and easement to use and enjoy the Common Property, which right shall be appurtenant to and shall pass with the title to every Residence upon transfer; provided however that no Owner shall do any act which interferes with the free use and enjoyment of the Common Property by all other Owners. The Association may permit persons who are not Owners to use and enjoy part or all of the Common Property subject to such limitations, and upon such terms and conditions, as it may from time to time establish. The right and easement of enjoyment granted or permitted by this Section is subject to suspension by the Association as provided in Sections 2.05 and 3.05. The rights and easements

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of enjoyment of Owner in and to the Common Property as expressed in this Article shall be subject to the rights of Declarant as expressed in this Declaration.

5.

Article III, Section 3.09 is hereby deleted in its entirety and "Intentionally Deleted" is inserted in its place.

6.

Article V, Section 5.41 is hereby deleted in its entirety and "Intentionally Deleted" is inserted in its place.

7.

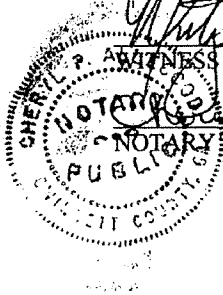
Article X, Section 10.06 is hereby deleted in its entirety and "Intentionally Deleted" is inserted in its place.

IN WITNESS THEREOF, the Declarant has executed this Amendment on this 26<sup>th</sup> day of May, 2009.

DECLARANT: TUSCANY PARK HOMES, LLC,  
(formerly known as ROCK SPRINGS  
CAPTIAL GROUP, LLC),  
a Georgia limited liability company

Signed, sealed, and delivered  
on this 26<sup>th</sup> day of May, 2009  
in the presence of:

By: [Signature]  
Its: Manager



Cheryl P. Allegood  
NOTARY PUBLIC my Commission Expires  
April 26, 2010

BK49552 PG0631

**OWNER CONSENT TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS FOR TUSCANY PARK**

The undersigned Owner, as owner pursuant to that certain deed dated December 5, 2008, filed for record in the real property records of the Clerk of the Superior Court of Gwinnett County, Georgia ("Deed") hereby consents to the execution, delivery, and recording of the foregoing Amendment to the Declaration of Covenants, Restrictions and Easements for Tuscany Park (the "Declaration") and Lender hereby agrees that (i) the Owner's Lot shall be subject to the Amendment and (ii) any judicial or nonjudicial foreclosure under the Deed will not affect the Amendment or the rights created thereby.

IN WITNESS WHEREOF, the undersigned Owner has set its hand and seal this 12 day of June, 2009.

OWNER:

Pu Yong Goins (SEAL)  
Pu Yong Goins

Signed, sealed, and delivered  
this 12 day of June, 2009  
in the presence of

[Signature]  
Unofficial Witness

Victoria Joy Lance  
Notary Public  
[NOTARY SEAL]



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FILED & RECORDED  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA.

2009 JUN 22 PM 3:57

TOM LAWLER, CLERK

After recording, return to:  
Amy H. Bray, Esq.  
Andersen, Tate & Carr, P.C.  
Post Office Box 2000  
Lawrenceville, GA 30246-2000  
(2845.16032)

Recorder's Cross-Reference:

Book: 48148  
Page: 476

STATE OF GEORGIA  
COUNTY OF GWINNETT

308700

**LENDER CONSENT TO DECLARATION OF COVENANTS, RESTRICTIONS  
AND EASEMENTS FOR TUSCANY PARK**

The undersigned Lender, as Lender under that certain Deed to Secure Debt and Security Agreement from Pu Yong Goins, in the original principal amount of \$ 180,000.00, filed for record \_\_\_\_\_, 2009 at \_\_\_\_\_ a.m./p.m. and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, Gwinnett County, Georgia Records ("Deed to Secure Debt and Security Agreement") hereby consents to the execution, delivery, and recording of the foregoing Declaration of Covenants, Restrictions and Easements for Tuscany Park (the "Declaration") and Lender hereby agrees that (i) the lien of the Lender shall be subject to the Declaration with the same force and effect as though the Declaration was recorded prior to the recording of the Deed to Secure Debt and Security Agreement and (ii) any judicial or nonjudicial foreclosure under the Deed to Secure Debt and Security Agreement will not affect the Declaration or the rights created thereby.

IN WITNESS WHEREOF, the undersigned Lender has set its hand and seal this 26 day of May, 2009.

LENDER: Guaranty Mortgage Services, LLC,

By: [Signature]

Its: President

Signed, sealed, and delivered  
this 26 day of May, 2009  
in the presence of

[Signature]  
Unofficial Witness

Georgi L. Hanna  
Notary Public  
[NOTARY SEAL]



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BK49552 PG0633

After recording, return to:  
Amy H. Bray, Esq.  
Andersen, Tate & Carr, P.C.  
Post Office Box 2000  
Lawrenceville, GA 30246-2000  
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STATE OF GEORGIA  
COUNTY OF GWINNETT

308701

**LENDER CONSENT TO DECLARATION OF COVENANTS, RESTRICTIONS  
AND EASEMENTS FOR TUSCANY PARK**

The undersigned Lender, as Lender under that certain Deed to Secure Debt and Security Agreement from Rock Springs Capital Group, LLC, in the original principal amount of \$9,500,000.00, filed for record MARCH 27, 2009 at 2:00 a.m.(p.m) and recorded in Deed Book 41302, Page 404-418, Gwinnett County, Georgia Records ("Deed to Secure Debt and Security Agreement") hereby consents to the execution, delivery, and recording of the foregoing Declaration of Covenants, Restrictions and Easements for Tuscany Park (the "Declaration") and Lender hereby agrees that (i) the lien of the Lender shall be subject to the Declaration with the same force and effect as though the Declaration was recorded prior to the recording of the Deed to Secure Debt and Security Agreement and (ii) any judicial or nonjudicial foreclosure under the Deed to Secure Debt and Security Agreement will not affect the Declaration or the rights created thereby.

IN WITNESS WHEREOF, the undersigned Lender has set its hand and seal this 27 day of MAY, 2009.

LENDER: FIRST COVENANT Bank  
a GA CORPORATION

By: [Signature]  
Its: Vice President

Signed, sealed, and delivered  
this 27 day of MAY, 2009  
in the presence of

[Signature]  
Unofficial Witness

[Signature]  
Notary Public  
[NOTARY SEAL]

