

BK PG  
3950 008

FILED IN OFFICE  
CLERK OF SUPERIOR COURT  
CHEROKEE COUNTY, GA

99 DEC 21 AM 11:53

BOOK 3950 PAGE 008  
*Anna M. L...*

2/2  
16.00  
After Recording, Please Return to:  
William T. McKenzie, Esq.  
Burr & Forman LLP  
One Georgia Center, Suite 1200  
600 West Peachtree Street, N.W.  
Atlanta, Georgia 30308

Reference:  
Declaration of Protective  
Covenants, Etc. - Deed Book 2918,  
Page 244, Cherokee County, Georgia  
records, as amended, *inter alia*, at  
Deed Book 3770, page 229, aforesaid  
records

**FIFTH AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRIDGEMILL**

THIS AMENDMENT is made this 15<sup>th</sup> day of December, 1999, by BRIDGEMILL, LLC,  
a Georgia limited liability company (hereinafter "Declarant");

**WITNESSETH:**

WHEREAS, on December 4, 1997, Declarant filed of record that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for BridgeMill, which was recorded at Deed Book 2918, Page 244, *et seq*, Cherokee County, Georgia records (hereinafter the "Original Declaration"), as amended from time to time, including but not limited to the Amendment recorded at Deed Book 3770, Page 229, aforesaid records (hereinafter as amended, the "Declaration");

WHEREAS, Declarant, with the consent of the BridgeMill Community Association, Inc. (the "Association"), desires to amend the Declaration with respect to the Association's and each Owner's maintenance of the "Special Maintenance Property" (as defined in the Declaration).

WHEREAS, except as otherwise expressly provided herein, the definitions and other defined terms set forth in the Declaration shall be incorporated by reference to this Amendment;

NOW, THEREFORE, pursuant to the powers retained by Declarant pursuant to the Declaration, Declarant does hereby amend the Declaration as follows:

1. Association to have Right but not Obligation to Maintain the Front Lawns of Lots within the "Special Maintenance Property."

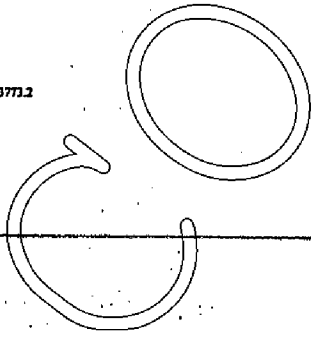
The second paragraph of Section 6.1 (set forth on page 11 of the Original Declaration), which paragraph commences (on the first line of such paragraph) with the words - "With respect to (and only with respect to). . .," is hereby deleted in its entirety, and the following paragraphs shall be substituted in place thereof:

"With respect to (and only with respect to) the real property described on Exhibit 'C-1' attached hereto and made a part hereof (as defined herein, the 'Special Maintenance Property') and as to any other property which Declarant (as owner or with the consent of the owner thereof) may hereafter, by written amendment to this Declaration duly recorded, designate as 'Special Maintenance Property', the Association shall also have the exclusive right (by election as provided herein below), but not the obligation, to maintain the front lawns of all Lots within the Special Maintenance Property upon which single family residences are constructed and following the initial installation of sod on or other final grassing or landscaping of such Lot and residence by the owner or builder of such Lot and residence. If the Association elects to undertake such maintenance of front lawns of Lots within the Special Maintenance Property, such maintenance shall include the cutting or trimming of grass and the treatment with fertilizers or other chemicals. Any such maintenance by the Association shall be an effort to promote healthy and attractive lawns, but the extent, quality and standard of such maintenance work shall be as determined by the Association in its sole discretion, and the Association's undertaking to perform such maintenance shall not constitute any warranty or guaranty to any Lot Owner that the front lawns shall (at all or any times) be healthy or attractive lawns. If the Association elects to undertake such maintenance, the total cost of such maintenance of the front lawns of all Lots within the Special Maintenance Property shall be charged to all Lots within the Special Maintenance Property or to a separate Neighborhood consisting solely of Special Maintenance Property and any Exclusive Common Property included as part of such Neighborhood. Declarant may, but shall not be required to, from time to time designate all or portions of the Special Maintenance Property as one or more Neighborhoods."

"The Association has elected, effective as of January 1, 2000, not to maintain the front lawns of any Lots within the Special Maintenance Property; provided, however, the Association, but only with the prior written consent of the Declarant as long as Declarant has the unilateral right to subject additional property to this Declaration in accordance with Section 11.1(a) of the Declaration, may by written amendment to this Declaration duly recorded in the deed records of Cherokee County, Georgia elect to undertake the maintenance of front lawns of Lots within the Special Maintenance property as provided herein."

637712

2



ASAC

2. Owner of Lot within "Special Maintenance Property" to have Obligation to Maintain Front Lawns of such Lot if Association Elects Not to so Maintain Front Lawns Therein.

The second paragraph of Section 6.2 of the Declaration, which commences at the very top of page 12 of the Original Declaration, is hereby deleted in its entirety, and the following paragraph shall be substituted in lieu thereof:

"With respect to Special Maintenance Property, since the Association has (effective January 1, 2000) elected not to maintain the front lawns of Lots within the Special Maintenance Property, then the Owner of such Lot shall have the right and obligation to maintain such front lawn and all other areas of such Lot, and such maintenance shall be in accordance with the 'Community-Wide Standard' (as defined in the Declaration, and as may be supplemented by rule or regulation hereafter adopted). However, if the Association hereafter elects to maintain the front lawns of Lots within such Special Maintenance Property, then (a) no Owner shall perform, or permit the performance by any Person other than the Association, a Neighborhood Association, or the designated agent of either such Associations, of any lawn maintenance on the front lawn of a Lot within the Special Maintenance Property for which such Association has maintenance responsibility; and (b) without limiting the foregoing prohibition or restriction, no Owner shall cut or trim, fertilize or otherwise maintain any front lawn area for which such Association has responsibility."

3. Continuing Validity of Declaration.

Except as expressly provided herein, the Declaration shall remain in full force and effect as set forth therein.

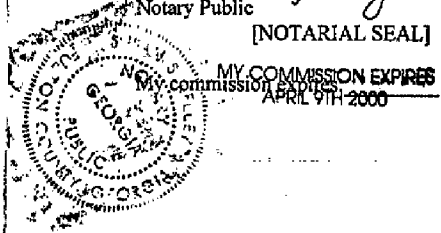
[CONTINUED ON THE NEXT PAGE]

IN WITNESS WHEREOF, Declarant has caused this Fourth Amendment to be executed as of the day and year first above written, and the Association has consented thereto.

Signed, sealed and delivered  
this 15 day of December, 1999  
in the presence of:

Wendy Alderson  
Witness

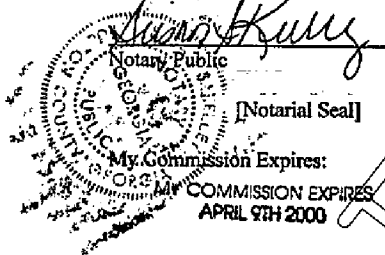
Sharon Kelly  
Notary Public



Signed, sealed and delivered  
this 15 day of December, 1999  
in the presence of:

Wendy Alderson  
Witness

Sharon Kelly  
Notary Public

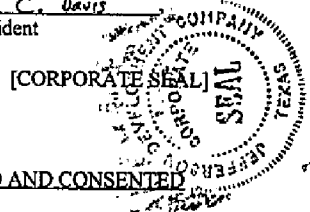


**DECLARANT:**

BRIDGEMILL, LLC, a Georgia  
limited-liability company  
(formerly known as Gold Mill, LLC)

By: Jefferson Development Company,  
a Texas corporation, its Manager

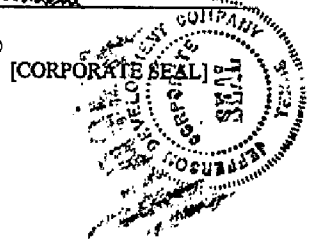
By: Donald C. Davis  
Vice President



**AGREED TO AND CONSENTED**

BRIDGEMILL COMMUNITY  
ASSOCIATION, INC., a Georgia  
non-profit corporation

By: Donald C. Davis  
Name: Donald C. Davis  
Title: President



63773.2

Rec 12-22-99  
4

