

PG
4473 412

FILED IN OFFICE
CLERK OF SUPERIOR COURT
CHEROKEE COUNTY, GA

01 MAR -5 PM 4:15
BOOK 4473 PAGE 412
Anne M. Ransom

After Recording, Please

Return to:

William T. McKenzie, Esq. *1/14.00*
Burr & Poiman LLP
One Georgia Center, Suite 1200
600 West Peachtree Street, N.W. *# 7436*
Atlanta, Georgia 30308

Reference:

Declaration of Protective
Covenants, Etc. - Deed Book 2918,
Page 244, Cherokee County, Georgia
records, as amended

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRIDGEMILL AND
THE BYLAWS OF BRIDGEMILL COMMUNITY ASSOCIATION, INC.
ATTACHED THERETO AND BEING A PART THEREOF**

THIS AMENDMENT is made effective as of the 31 day of January, 2001, 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, and has been amended from time to time (hereinafter collectively the "Declaration");

WHEREAS, attached as Exhibit "D" to the Declaration are the Bylaws ("Bylaws") of BridgeMill Community Association, Inc. (the "Association"), which is the property owners association established pursuant to the Declaration;

WHEREAS, Declarant desires to amend the Declaration and the Bylaws as set forth herein, and also to record page 45 of the Declaration which may have been omitted from the original recorded version of the Declaration.

NOW, THEREFORE, pursuant to the powers granted to Declarant pursuant to Article VI, Section 5 of the Bylaws and Section 16.4 of the Declaration, Declarant hereby amends the Declaration and the Bylaws as follows:

1. Amendment of Declaration Concerning Subdivision of Lots

Declarant hereby amends the Declaration by adding new Section 16.25 under Article XVI, to read as follows:

"16.25 Subdivision of Lots. No Lot shall be subdivided or combined, or its boundary lines changed, except with the prior written approval of the Declarant under Section 7.1 hereof, until such time as each Lot has been

improved with a dwelling for which a certificate of occupancy has been issued. Declarant hereby expressly reserves the right to subdivide and/or revise and re-record the subdivision plat of any Lots(s) with the consent of the Owner of the affected Lot(s) and to approve the revision and re-recording of any plat of any Lot(s) owned by any builder or developer, including, but not limited to, changing any Lot to Common Property or creating a public or private street over any Lot or property that was formerly a Lot, without the consent of any Person, other than the Owner(s) of such Lot(s)."

2. Amendment of Declaration to Add Omitted Page 45 Thereof

Declarant hereby amends Article XVI of the Declaration by adding page 45 (which includes the continuation of Section 16.20, all of Sections 16.21 and 16.22, and a part of Section 16.23) which page was mistakenly omitted from the original version of the Declaration as originally recorded.

3. Amendment of Bylaws Concerning Appointment/Removal of Directors

Declarant hereby amends Article III, Section 2 of the Bylaws by deleting the words "ninety-five percent (95%)" in lines 4-5, subsection (6) of said Section 2, and substitutes in place thereof the words, "ninety-nine percent (99%)."

4. Amendment of Bylaws Concerning Requirement of Annual Meeting

Declarant hereby amends Article II, Section 2 of the Bylaws by adding the following provisions to the end of said Section 2 of Article II:

"Notwithstanding anything in these Bylaws or the Declaration to the contrary, as long as Declarant has the right unilaterally to subject additional property to the Declaration as provided in Article XI thereof, annual meetings of the Association shall not be required. Rather, at Declarant's option, Declarant may elect to merely mail proposed annual budgets to all persons holding membership in the Association according to the records of the Association, which proposed budget (and the Base Assessment derived therefrom) shall become effective (or be subject to disapproval) as set forth in Section 5.3 of the Declaration. The Association is entitled to rely on its records of membership (including the notices of sale received pursuant to Section 16.16 of the Declaration) for purposes of any and all notices or mailings (including mailings of the budget)."

[SIGNATURES ON FOLLOWING PAGE]

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

DECLARANT:

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

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

By: [Signature]
Vice President

[CORPORATE SEAL]

Signed, sealed and delivered in the presence of:

[Signature]
Witness

[Signature]
Notary Public

My commission expires: _____

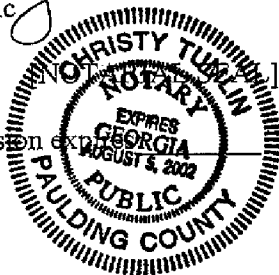
AGREED TO AND CONSENTED

BRIDGEMILL COMMUNITY
ASSOCIATION, INC.

By: [Signature]

[Signature]
Name

Treasurer
Title



COPY
Rec 3-6-2001