

Patty Baker
Clerk of Superior Court Cherokee Cty, GA

(Above Space Reserved for Recording)

After recording, please return to:

William T. McKenzie, Esq.
Burr & Forman LLP
171 17th Street NW, Suite 1100
Atlanta, Georgia 30363

STATE OF GEORGIA

COUNTY OF CHEROKEE

References:

- (1) Declaration of Protective Covenants, Etc., recorded at Deed Book 2918, Page 244, Cherokee County, Georgia records, as amended; and
- (2) Amendment to Declaration, Etc., recorded at Deed Book 4437, Pages 412-414, aforesaid records (the "Original Amendment").

CORRECTIVE *

**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 CORRECTIVE* AMENDMENT is made effective as of this 28th day of February, 2008, by **BRIDGEMILL, LLC**, a Georgia limited liability company** (hereinafter "Original Declarant"), and **BRIDGEMILL COMMUNITY ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter "Successor Declarant");

***NOTE:** The Original Amendment referenced above (dated as of January 31, 2001 and recorded on March 5, 2001 at DB 4473, PGS 412-414, Cherokee County, Georgia records) mistakenly omitted to attach the "Page 45" from the original Declaration, which "Page 45" is referred to in numbered Paragraph 2 below on page 2 hereof. This "Corrective" Amendment is being recorded for the sole purpose of attaching the "Page 45" that was intended to have been recorded with the Original Amendment. Said "Page 45" is attached hereto as Exhibit "A". All other provisions of this Corrective Amendment below are identical to the Original Amendment (and such provisions are effective as of the date of such Original Amendment).

****ALSO NOTE:** BridgeMill, LLC (the "Original Declarant") was dissolved and terminated as a limited liability company under Georgia law; however, this Amendment is executed pursuant to OCGA § 14-11-611, and as such is a valid legally binding instrument. By instrument recorded June 13, 2006 at Deed Book 8829, Page 372, aforesaid records, Successor Declarant was appointed "Successor Declarant". In the amendment language which follows, the term "Declarant" shall refer to Original Declarant which was the "Declarant" at the time of the action described herein below.

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:

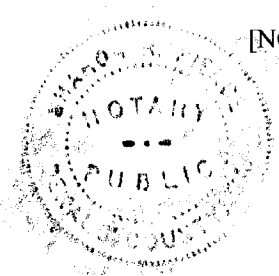
“Notwithstanding anything in these Bylaws or the Declaration to the contrary, as long as Declarant has the right unilaterally to subject additional property to the Declaration as provided in Article XI thereof, annual meetings of the Association shall not be required. Rather, at Declarant’s option, Declarant 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).”

IN WITNESS WHEREOF, the Original Declarant and the Successor Declarant have caused this Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Felicia Anderson
Witness

Sharon Pierce
Notary Public
My commission expires: 8/31/2018



[NOTARIAL SEAL]

ORIGINAL DECLARANT:

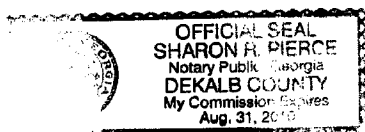
BRIDGEMILL, LLC,
a Georgia limited liability company*
(formerly known as Gold Mill, LLC)
[*dissolved/terminated, but executed pursuant
to OCGA § 14-11-611]

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

By: R.W.C. [Signature]
Vice President

[CORPORATE SEAL]

[Signatures continue on next page]

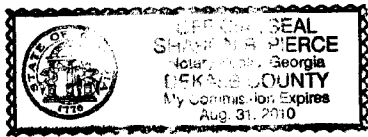
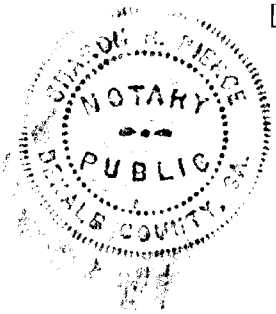


Signed, sealed and delivered
in the presence of:

Felicia Anderson
Witness

[Signature]
Notary Public
My commission expires: 8/31/2010

[NOTARIAL SEAL]



**AGREED TO AND CONSENTED BY
SUCCESSOR DECLARANT:**

BRIDGEMILL COMMUNITY ASSOCIATION,
INC.

By: [Signature]
DONALD C. DAVIS
Name
PRESIDENT
Title

[CORPORATE SEAL]

COPY

EXHIBIT "A"

Declarant hereby expressly reserves unto itself, its successors and assigns a non-exclusive, perpetual right, privilege and easement with respect to the Community for the benefit of Declarant, its successors, assigns and the above discussed nonmember users, over, under, in and/or on the Community including, without limitation, the above described recreational facilities), without obligation and without charge to the foregoing, for the purposes of taking all actions related to or connected with the granting of nonmember use and the use by such nonmembers as described above. Such right, privilege and easement shall include, without limitation, the right of access, ingress, use and egress of and to the above described recreational facilities and the right of access, ingress, use and egress for vehicular and pedestrian traffic over, under, on or in the Community roads, parking areas and walkways.

Declarant shall not be liable for and is hereby held harmless from any failure of any nonmember to pay a nonmember user fee to the Association where required to do so by this section. In such case, the Association's sole remedy shall be to suspend the use right of the nonmember who has not timely paid until all amounts owed are paid. Declarant shall also not be liable for and is hereby held harmless from any personal injury or property damage caused by a nonmember entitled to use the Community recreational facilities constructed by Declarant.

Declarant shall have the sole right to grant use rights to the Community recreational facilities constructed by Declarant to nonmembers and the Board shall have no such right. The provisions of this section shall apply notwithstanding any contrary provisions in this Declaration, the By-Laws, Articles of Incorporation, rules and regulations, use restrictions and any amendments to any of the foregoing.

16.24. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to make the Community safer than it otherwise might be.

NEITHER THE ASSOCIATION, NOR THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMUNITY, AND NONE OF THEM SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEM CAN NOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, THE DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT