

Return to: BridgeMill Community Association, Inc.
3542 Sixes Rd, Suite 108, Canton, Ga 30114

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STATE OF GEORGIA
COUNTY OF CHEROKEE

Cross Reference: Deed Book 2918
Page: 244

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

This Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for BridgeMill (the “Amendment”) is made this ____ day of _____, 2018 by BridgeMill Community Association, Inc. (the “Association”) in accordance with the provisions of the Declaration.

W I T N E S S E T H:

WHEREAS, BridgeMill, LLC, a Georgia limited liability company (the “Declarant”) recorded that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for BridgeMill on December 4, 1997, in Deed Book 2918, Page 244, et seq., Cherokee County, Georgia Records (as amended, the “Declaration”); and

WHEREAS, BridgeMill Community Association, Inc., a Georgia nonprofit corporation, is the “Association” as said term is used and defined in the Declaration; and

WHEREAS, Article XVI, Paragraph 16.4 of the Declaration provides that the Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of Owners representing at least two-thirds (2/3) of the Total Association Vote; and

WHEREAS, Owners representing at least two-thirds (2/3) of the Total Association Vote desire to amend the Declaration and have approved this Amendment, as evidenced by the Certification of Approval attached hereto as Exhibit “A”; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The terms and provisions of the preamble are incorporated herein by this reference.

2. Article V of the Declaration is hereby amended by adding the following new Paragraph 5.13 to the end thereof:

“5.13. Initiation Fee. Upon each and every conveyance of a Lot, the transferee or grantee becoming the Owner of the Lot shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance, a non-refundable, non-prorated initiation fee in an amount determined by the Board of Directors (“Initiation Fee”). The Initiation Fee shall be in an amount determined and set annually by the Board when the Board sets the annual budget, in an amount not to exceed One Thousand and No/100 Dollars (\$1,000.00). In the absence of a resolution by the Board setting the Initiation Fee at a different amount, the Initiation Fee shall remain the same amount as it was the previous year. The Initiation Fee shall be collected and paid to the Association at the closing of each sale, transfer, or conveyance of a Lot. The Initiation Fee shall constitute an assessment under the Declaration and shall be collected in the same manner provided in the Declaration for the collection of all other assessments. Notwithstanding the foregoing, the Initiation Fee shall not be due from (i) any grantee who is the spouse or former spouse of the grantor; (ii) any grantee to whom a Lot is transferred by will or under the laws of intestacy; (iii) any grantee to whom a Lot is transferred as a gift, that is, gratuitously and without value of legal consideration as determined by the Board of Directors in its sole discretion; and (iv) any grantee who, being the Owner of a Lot in the Community which he or she occupies as his or her primary residence, sells such Lot and purchases another Lot in the Community and occupies it as his or her primary residence. Furthermore, the Initiation Fee shall not be payable upon the refinancing of a Lot, provided there is no change in the fee simple ownership of the Lot.”

3. Article V of the Declaration is hereby further amended by adding the following new Paragraph 5.14 to the end thereof:

“5.14. Foreclosure Administration Fee. It is recognized that foreclosures of Mortgages of Lots create substantial administrative costs and other burdens on the Association, including, but not limited to, having to review legal periodicals to monitor and determine if and when foreclosure on a Lot occurs, conducting title searches in the Cherokee County, Georgia records to determine the names of the purchaser(s) at foreclosure sales, researching and obtaining contact information for contacting the foreclosure purchasers/owners regarding foreclosure purchaser

responsibilities and assessment obligations, and updating Association records on multiple occasions to deal with a single Lot. In addition to the Base Assessment, special assessments, and other charges provided for in this Declaration, any Person who acquires a Lot through a foreclosure of a Mortgage on a Lot or by deed in lieu of foreclosure shall be required to pay to the Association, immediately upon the recordation of a foreclosure deed or deed in lieu of foreclosure in the Cherokee County, Georgia records, a non-refundable, non-prorated fee in an amount determined by the Board of Directors (“Foreclosure Administration Fee”). The Foreclosure Administration Fee shall be in an amount determined and set annually by the Board when the Board sets the annual budget, in an amount not to exceed One Thousand and No/100 Dollars (\$1,000.00). In the absence of a resolution by the Board setting the Foreclosure Administration Fee at a different amount, the Foreclosure Administration Fee shall remain the same amount as it was the previous year. The Foreclosure Administration Fee shall constitute an assessment under this Declaration and shall be collected in the same manner provided in the Declaration for the collection of all other assessments.”

4. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Amendment to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect the application of such provision to any other person or property or the validity or application of any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Amendment are declared to be severable. If any modification or elimination by this Amendment of a provision contained in the Declaration is deemed or determined by a court of competent jurisdiction to be unenforceable as to any person or property, the provision in the Declaration modified or eliminated by this Amendment shall automatically apply to such person or property and the validity of the balance of this Amendment shall be unaffected thereby.

5. In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Declaration and/or Bylaws of the Association, the terms of this Amendment shall control. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings set forth in the Declaration. Except as herein modified and amended, the Declaration and Bylaws shall remain in full force and effect. This Amendment shall be effective upon recordation in the Cherokee County, Georgia records.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Association, by and through its authorized officers, has executed this Amendment on the date and year first above written, with any required notices duly given.

Sworn to and subscribed before me
This ____ day of _____ 2018:

**BridgeMill Community Association, Inc.,
a Georgia nonprofit corporation**

Witness

By: _____ (seal)
President

Notary Public

Attest: _____ (seal)
Secretary

[Notary Seal]

[Corporate Seal]