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REFERENCE: Deed Book: 14428
Page: 150

**STATE OF GEORGIA
COUNTY OF FULTON**

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BRIDGEWATER SUBDIVISION**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGEWATER SUBDIVISION is made and entered into this 26th day of July, 2020 by Bridgewater Homeowners Association, Inc., a Georgia non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, First Federal Savings Bank of Georgia did record that certain Declaration of Covenants, Conditions and Restrictions for Mallard Lake Estates Subdivision on August 1, 1991 at Deed Book 14428, Page 150, Fulton County, Georgia records; and was subsequently amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Mallard Lake Estates Subdivision recorded on May 13, 1994 at Deed Book 18271, Page 016, aforementioned records, which First Amendment, among other things, changed the name of the development to Bridgewater Subdivision; by that certain Corrective Amendment to the Declaration recorded on October 4, 1996 at Deed Book 21609, Page 10, aforementioned records; by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Bridgewater Subdivision recorded on May 5, 2001 at Deed Book 30033, Page 659, aforementioned records; and by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Bridgewater Subdivision recorded on July 18, 2011 at Deed Book 50219, Page 279, aforementioned records (said Declaration, as so amended, being hereinafter referred to as the "Declaration");

WHEREAS, Bridgewater Homeowners Association, Inc. is the "Association" as such term is used and defined in the Declaration;

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS ASSOCIATION ACT, O.C.G.A. §44-3-220 et seq.

WHEREAS, pursuant to Article VII, Section 3(b) of the Declaration, said Declaration may be amended by the affirmative vote, written consent, or any combination of the affirmative vote and written consent of the owners of lots holding seventy-five percent (75%) of the votes in the Association; and

WHEREAS, the following Amendment has been approved by the required majority of the owners of the Association as evidenced by the Certification of Approval attached hereto as Exhibit "A";

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

1. Article IV of the Declaration is hereby amended by deleting Section 1 thereof in its entirety and substituting the following Section 1 in its place:

"Section 1. Assessments: Creation of the Lien and Personal Obligation. Each owner of a lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association, in accordance with the provisions hereof: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular lot which are established pursuant to the terms of this Declaration. Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at the closing of the transfer of title to a lot.

All such assessments together with late charges, interest thereon and costs, including, without limitation, reasonable attorney's fees actually incurred, shall be a charge and continuing lien upon the lot against which each assessment is made. Such lien shall be superior to all other liens recorded against such lot whatsoever except for: (a) liens for ad valorem taxes on the lot; (b) the lien of any first priority mortgage covering the lot and the lien of any mortgage recorded prior to the recording of this Declaration; or (c) the lien of any secondary purchase money mortgage covering the lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the lot, as provided in the Georgia Property Owners' Association Act, O.C.G.A. § 44-3-220, *et seq.* (the "Act"). The recording of this Amendment shall constitute record notice of the existence of the Association's lien and no further recordation of any claim of lien for such assessments shall be required. The holder of a first priority mortgage or a secondary purchase money mortgage of record, or their respective successors-in-title and assigns, shall not be liable for any assessment levied prior to the foreclosure and the lot secured by such mortgage shall not be subject to any lien for assessments levied prior to the foreclosure of such mortgage, except to the extent as may be allowed under Georgia law. Notwithstanding the foregoing, the unpaid share of assessments levied prior to the foreclosure of such mortgage shall be deemed to be a common expense collectable from all of the lots and owners, including the holder of such mortgage and its successors-in-title and assigns. As

used herein, the phrase "secondary purchase money mortgage" shall only refer to a mortgage given at the time of acquisition of a lot to a grantee that is not also the transferor of the lot. A foreclosure shall not relieve the mortgagee in possession or the purchaser at any foreclosure sale from any liability for any assessments becoming due after such foreclosure.

Each owner shall be personally liable for the assessments and other amounts coming due while the owner of a lot, and each grantee of an owner shall be jointly and severally liable for such portion thereof as may be due at the time of the conveyance of the lot; provided, however, if the grantor or grantee in any conveyance shall request a statement from the Association as provided in Section 10 of this Article IV, such grantee and his or her successors, successors-in-title and assigns shall not be liable for nor shall the lot conveyed be subject to a lien for any unpaid assessments against such grantor in excess of the amounts set forth in the statement. No owner may waive or otherwise exempt himself from liability for the assessments provided for herein. Abandonment of a lot shall not eliminate the liability of the owner for assessments. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or governmental authority. It is hereby acknowledged by each owner that the obligation to pay assessments is a separate and independent covenant on the part of each owner."

2. Article IV of the Declaration is hereby amended by deleting Section 2 thereof in its entirety and substituting the following Section 2 in its place:

"Section 2. 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 initiation fee in an amount equal to the annual assessment then in effect and levied upon the lot (the "Initiation Fee"). The Initiation Fee shall be collected and paid to the Association at the closing of each sale, transfer, or conveyance of the lot, or, if not collected at closing, shall be paid immediately upon demand by the Association. The Initiation Fee shall constitute an assessment under 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 consideration as determined by the Board of Directors in its sole discretion; and (iv) any person who takes title to a lot through foreclosure of any first mortgage or any secondary purchase money mortgage covering the lot. Furthermore, the Initiation Fee shall not be payable upon

refinancing of a lot, provided there is no change in the fee simple ownership of the lot.”

3. Article IV of the Declaration is hereby amended by deleting Section 5 thereof in its entirety and substituting the following Section 5 in its place:

“Section 5. Special Assessments. In addition to the assessments authorized elsewhere herein, the Association may levy, in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any unbudgeted expenses or expenses in excess of those budgeted, or for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto. Any such assessment shall require the affirmative vote of two-thirds of the members.”

4. Article IV of the Declaration is hereby amended by deleting Section 8 thereof in its entirety and substituting the following Section 8 in its place:

“Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment, fine or other charge is not paid within ten (10) days after the due date, the personal obligation of the lot owner and the lien shall also include (i) a late charge, equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of such delinquent assessment or installment (or such higher amount as may be permitted by the Act); (ii) interest at the rate of ten percent (10%) per annum (or such higher rate as may be permitted by the Act) on any assessment, installment, or other charge from the date such sum was first due and payable; (iii) costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the lot, and reasonable attorney's fees actually incurred; and (iv) the fair rental value of the lot from the time of the institution of suit until the sale of the lot at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment installment, fine or other charge is not paid within thirty (30) days after written notice is given to the lot owner to make such payment, the entire unpaid balance of the annual assessment and of any special assessment may be accelerated at the option of the Board and declared due and payable in full, and proceedings may be instituted to enforce such lien and personal obligation. Such notice shall be sent by certified mail, return receipt requested, to the lot owner both at the address of the lot and at any other address or addresses the lot owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon.

The lien for such assessments may be foreclosed by the Association by an action, suit, judgment and foreclosure in the same manner as other liens for the improvement of real property. The Board of Directors, acting on behalf of the Association, shall have the power to bid on the lot at any foreclosure sale and to acquire, hold, lease, encumber and convey the same provided that no foreclosure action shall be permitted unless the amount of the lien is at least \$2,000.00 or

such other amount as may be specified in the Act. The Association shall, in addition to and not in lieu of the foregoing remedy, have the right to bring an action against the lot owner to recover all assessments, interest, late fees, costs of collection (including court costs and reasonable attorney's fees actually incurred), fines and other charges for which such lot owner is personally obligated pursuant to the terms hereof. The Association may also suspend the membership rights of the delinquent owner, including the right to vote, the right of use and enjoyment of the Common Area and the right to receive and enjoy such services and other benefits as may then be provided by the Association and paid for as a common expense; provided, however, that no such suspension shall deny any lot owner or occupant access to the lot owned or occupied. Any such suspension shall not affect such owner's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent lien on such lot in favor of the Association."

5. Article IV of the Declaration is hereby amended by deleting Section 9 thereof in its entirety and substituting the following Section 9 in its place:

"Section 9. Specific Assessments. The Board shall have the power to levy specific assessments as hereinafter provided. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors, and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess lots for the following Association expenses, except for expenses incurred for maintenance and repair of items that are the maintenance responsibility of the Association, as provided herein:

(a) Any common expenses benefiting less than all of the lots may be specifically assessed equitably among all of the lots so benefited, as determined by the Board of Directors;

(b) Any common expenses occasioned by the conduct of less than all of those entitled to occupy all of the lots or by the licensees or invitees of any such lot or lots may be specifically assessed against the lot or lots, the conduct of any occupant, licensee, or invitee of which occasioned any such common expenses;

(c) Any common expenses significantly disproportionately benefiting all of the lots may be assessed equitably among all of the lots in the development as determined by the Board of Directors.

Nothing in subparagraphs (a) or (c) above shall permit the Association to specially or disproportionately allocate common expenses for periodic maintenance, repair, and replacement of any portion of the common area or the lots which the Association has the obligation to maintain, repair, or replace. A

specific assessment assessed hereunder shall be or become a lien against such lot(s) and the personal obligation of the owner(s) thereof. A specific assessment may be collected in the same manner as the annual assessment assessed hereunder.”

6. Article IV of the Declaration is hereby amended by adding the following Section 10 to the end thereof:

“Section 10. Statement from Association. Any owner, mortgagee of a lot, person having executed a contract for the purchase of a lot, or a lender considering the loan of funds to be secured by a lot, shall be entitled upon request to receive a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid together with late charges, interest, attorneys’ fees and other costs applicable thereto against that lot. Such request shall be in writing, shall be delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association, within five (5) business days from receipt from such request, to mail or otherwise furnish a statement regarding amounts due and payable at the expiration of such five-day period with respect the lot involved to such address as may be specified in the written request therefore shall cause the lien for assessments created hereunder to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, if any, as the case may be, and their respective successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and upon every owner. The Association may require payment of a \$10.00 fee (or such greater amount as may be permitted by law) as a prerequisite to the issuance of each such statement, and the payment of the fee shall accompany any such request.”

7. Article VII of the Declaration is hereby amended by deleting Section 3 thereof in its entirety and substituting the following Section 3 in its place:

“Section 3. Duration and Amendment.

(a) Duration. The provisions of this Declaration shall have perpetual duration and shall forever run with and bind the Property

(b) Amendments. This Declaration may be amended upon the affirmative vote, written consent, or any combination of affirmative vote and written consent, of owners entitled to cast at least sixty-seven percent (67%) of the votes in the Association. Amendments to this Declaration shall become effective upon recordation unless a later effective date is specified therein. The consent of the requisite number of owners to any amendment shall be evidenced by the execution of the amendment by said owners, or, in the alternative, the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states

unequivocally that the consent of the required number of owners was obtained and that any notices required by this Declaration, the By-Laws, the Articles of Incorporation and Georgia law were given. In the event a meeting is held to consider an amendment to this Declaration, notice of the meeting shall state the fact of consideration and state either the subject matter of the proposed amendment or that a copy of the proposed amendment is attached thereto. Owners not present at a meeting at which an amendment is considered may thereafter provide written consent to such amendment.”

8. The Declaration is further amended by adding the following Article VIII to the end thereof:

**“ARTICLE XIII
GEORGIA PROPERTY OWNERS’ ASSOCIATION ACT**

The Property, all lots, and all owners and occupants of lots shall be subject to and governed by the Georgia Property Owners’ Association Act set forth in Article VI of Chapter 3 of Title 44 of the Official Code of Georgia Annotated, as the same now exists or may be amended from time to time.”

9. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.

10. 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 of any other provision or the application of any 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.

11. Except as amended hereby, the Declaration shall remain in full force and effect. This Amendment shall be effective upon recording in the Fulton County, Georgia Records. In the event of any conflict or inconsistency between the provisions of this Amendment and the provisions of the Declaration, By-Laws, or Articles of Incorporation, the provisions of this Amendment shall control.

[Signatures on next page]

IN WITNESS WHEREOF, the Association, by and through its undersigned officers, has executed this Amendment on the day and year first above written.

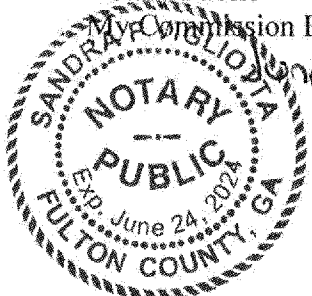
**BRIDGEWATER HOMEOWNERS
ASSOCIATION, INC., a Georgia nonprofit
corporation**

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:
June 24, 2024



By: [Signature]
Craig Vigliotta, President

Attest: [Signature]
ROBERT KLEIN, Secretary

[Notary Seal]

EXHIBIT "A"

CERTIFICATION OF APPROVAL

The undersigned officers of Bridgewater Homeowners Association, Inc. hereby swear under oath that the above Amendment to the Declaration was duly adopted and approved by owners holding at least seventy-five percent (75%) of the votes in the Association.

Sworn to and subscribed before me
this 27th day of July, 2020

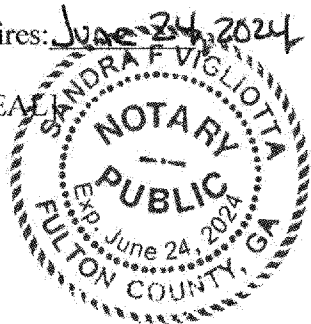
By: [Signature]
Print Name: Craig Vigliotta

[Signature]
Notary Public

President
Attest: [Signature]
Print Name: ROBERT KLEIN
Secretary

My Commission Expires: June 24, 2024

[NOTARY SEAL]



[CORPORATE SEAL]