

2014015498

RESTRICTION

RECORDING FEES

\$11.00

PRESENTED & RECORDED:

11-24-2014 12:01 PM

JOHN LANE

REGISTER OF DEEDS

LANCASTER COUNTY, SC

By: CANDICE PHILLIPS DEPUTY

BK: DEED 833

PG: 182-186

After recording, please return to:  
JW Homes, LLC  
Attn: Legal Department  
4125 Atlanta Road  
Smyrna, Georgia 30080

CROSS REFERENCE:  
Deed Book: 245  
Page: 318

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
AND EASEMENTS FOR BRIDGEMILL**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR BRIDGEMILL (hereinafter referred to as "Amendment") is made as of June 27, 2014 by **JW HOMES, LLC**, a Delaware limited liability company (hereinafter referred to as "Declarant").

RECITALS

**A.** John Wieland Homes and Neighborhoods of the Carolinas, Inc., a Georgia corporation, as Declarant, executed that certain Declaration of Protective Covenants and Easements for BridgeMill, which was recorded July 28, 2004 in Deed Book 245, Page 318, *et seq.*, Lancaster County, South Carolina Register of Deeds (hereinafter as supplemented and/or amended from time to time collectively referred to as the "Declaration").

**B.** John Wieland Homes and Neighborhoods of the Carolinas, Inc. assigned all of the rights, title, interests, powers and authority as the Declarant arising under the Declaration to JW Homes, LLC, a Delaware limited liability company, pursuant to that certain Assignment of Declarant's Rights, recorded November 28, 2012 at Deed Book 699, Page 260, *et seq.*, aforesaid records.

**C.** Pursuant to Article XII, Section 4 of the Declaration, for so long as the Declarant has the right unilaterally to subject additional property to the Declaration, the Declarant may unilaterally amend the Declaration for any purpose provided that such amendment shall not materially adversely affect the substantive rights of any Lot Owner nor shall it adversely affect title to any Lot without the written consent of the affected Lot Owner.

**D.** Pursuant to Article IX, Section 1(a) of the Declaration, the right of Declarant to unilaterally subject additional property to the Declaration has not expired.

E. The foregoing Amendment does not materially adversely affect the substantive rights of any Lot Owner nor does it adversely affect title to any Lot.

F. The Declarant desires to amend the Declaration as provided herein, as evidenced by the signatures attached hereto and by this reference incorporated herein.

TERMS

**NOW THEREFORE**, the undersigned hereby declares that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject to the Declaration, amended as follows:

1. The Declaration is hereby amended by deleting Article IV, Section 11 of the Declaration, entitled "Capitalization of Association," in its entirety and replacing it with a new Article IV, Section 11 to read as follows:

**Section 11. Capitalization of Association; Initiation Fee.**

(a) An initiation fee (sometimes also referred to as a "working capital assessment" or "capital contribution") must be paid to the Association by or on behalf of any purchaser of a Lot (other than Declarant or its affiliates) upon the transfer or sale of the Lot, as follows:

<b>Purchaser</b>	<b>Maximum Initiation Fee</b>
Initial Owner (the party purchasing from the Declarant, a developer or a builder)	An amount equal to up to 100% of the annual assessment being charged by the Association for the year in which the closing of the transfer or sale of the Lot occurs.
Second and subsequent Owners	An amount equal to up to 100% of the annual assessment being charged by the Association for the year in which the closing of the transfer or sale of the Lot occurs.

(b) This initiation fee set forth in subsection (a) above shall constitute a specific assessment against the Lot, and shall be in addition to, not in lieu of, any other assessments levied on the Lot and shall not in any way be construed as part of or identical to any such assessments or as an advance payment of any such assessments. These initiation fees shall be collected at the closing of the Lot, or if not collected at closing, shall be paid immediately upon demand by the Association. The initiation fee shall be disbursed to the Association for any use which provides a direct benefit to the Community, including, without limitation, covering operating and other expenses (including reserves) incurred by the Association pursuant to the terms of this Declaration and the Bylaws.

(c) No initiation fee under subsection (a) shall be required from the holder of any first Mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, but an initiation fee shall be required from the Owner acquiring the Lot from the foreclosing Mortgagee.

2. Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration.

3. This Amendment shall be effective only upon being recorded in the Register of Deeds of Lancaster County, South Carolina and shall be enforceable against current Owners of a Lot subject to the Declaration.

4. Except as herein modified, the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant hereby executes this Amendment, under seal as of the date and year written above.

DECLARANT:

**JW HOMES, LLC**, a Delaware limited liability company

By: [Signature] (SEAL)  
Joel S. Reed, Senior Vice President

Signed, sealed, and delivered  
in the presence of:

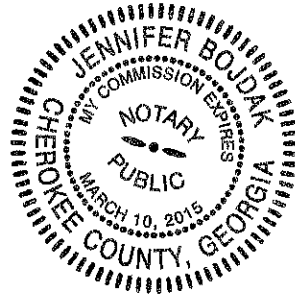
[Signature]  
WITNESS Andrew McBride  
[Signature]  
WITNESS

ACKNOWLEDGEMENT

STATE OF Georgia  
COUNTY OF Cobb

I, the undersigned Notary Public, do hereby certify that Joel S. Reed personally appeared before me this 27<sup>th</sup> day of June, 2014, and acknowledged the due execution of the foregoing instrument.

[Signature]  
Notary Public for the State of Georgia  
My commission expires: 3/10/15



CONSENT OF LENDER

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (collectively with its successors or assigns, "Lender"), for its benefit and the benefit of the Lender Parties, as defined in that certain Credit Agreement dated as of January 28, 2014 by and among JW Homes, LLC ("Borrower"), Lender, and the financial institutions party thereto and their assignees under Section 13.6 therein, is the holder of that certain Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (hereinafter, the "Security Deed") encumbering all or a portion of the property described in this document (the "Property").

Lender hereby consents to the execution and recording of the document to which this is attached, and agrees that any foreclosure of the security title and interest under the Security Deed or any other instrument evidencing or securing Lender's interest shall be subject and subordinate to this document and any amendments thereto as it affects the Property.

Effective as of July 14, 2014.

LENDER:  
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: [Signature]  
Name: Billy C. Olson  
Title: Vice President

STATE OF TEXAS

COUNTY OF ~~HARRIS~~ Dallas

I certify that the following person personally appeared before me this day, acknowledging to me that (s)he signed the foregoing document:

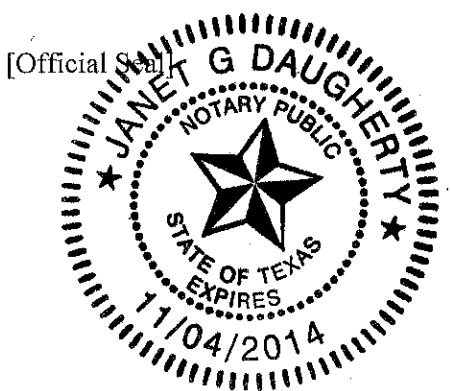
Billy Olson, Vice President  
[INSERT NAME(S) OF INDIVIDUAL(S) SIGNING IN BLANK ABOVE]

Date: 07/04/2014

[Signature]  
Notary Public

Print Name: Janet G. Daugherty

My commission expires 11/04/2014



2008013720  
RESTRICTION  
RECORDING FEES \$10.00  
PRESENTED & RECORDED:  
09-29-2008 02:21 PM  
JOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC  
By: CANDICE KIRKLEY DEPUTY  
BK: DEED 486  
PG: 304-306

**Prepared by and Upon Recording Return to:**

Jonathan F. Young, Esq.  
John Wieland Homes and Neighborhoods of the Carolinas, Inc.  
1950 Sullivan Road  
Atlanta, GA 30337

**Cross Reference:**  
Book 245, Page 318

**AMENDMENT TO**  
**DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS**  
**FOR BRIDGEMILL**

This Amendment is made as of the 1<sup>st</sup> day of July, 2008, by JOHN WIELAND HOMES AND NEIGHBORHOODS OF THE CAROLINAS, INC., a Georgia corporation (hereinafter referred to as "Declarant").

**BACKGROUND STATEMENT**

On July 19, 2004, Declarant executed that certain Declaration of Protective Covenants and Easements for Bridgemill, which was recorded on July 28, 2004 in Book 245, Page 318, et seq., with the Clerk of Court of Lancaster County, South Carolina (hereinafter, as supplemented and/or amended from time to time, the "Declaration"). The first paragraph of Article XII, Section 4 of the Declaration provides for unilateral amendment of the Declaration by Declarant.

Declarant desires to amend the Declaration as set forth below.

Declarant has the right unilaterally to subject additional property to the Declaration, and this Amendment does not materially adversely affect the substantive rights of any Lot Owner (as such terms are defined in the Declaration) or adversely affect title to any Lot.

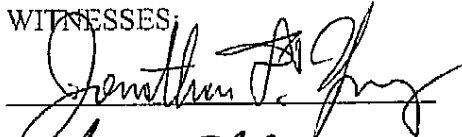
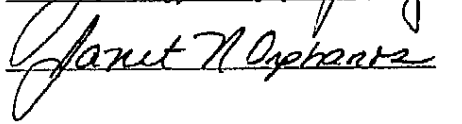
NOW THEREFORE, pursuant to the powers retained by Declarant under Article XII, Section 4 of the Declaration, and in accordance with the provisions of that Section, the Declaration is hereby amended as follows:

The following section is hereby added to the end of Article XI of the Declaration:

**"Section 12. Roads.** In order to more clearly define and restate the ingress and egress access rights established and granted under the original Declaration recorded at Deed Book 245, Page 318, Lancaster County, South Carolina land records, the Declarant does hereby give, grant, establish as a beneficial appurtenance to each and every Lot and convey to the Owner of said Lot, and said Owner's heirs, successors, assigns, guests, licensees and invitees, a temporary, non-exclusive easement for pedestrian and vehicular access over the roads shown on the plats of Bridgemill recorded at Plat Book 2004, Page 50, et seq., and Plat Book 2006, Page 239, et seq., in the land records of Lancaster County, South Carolina. This temporary easement is specifically granted SUBJECT TO the Declarant's and/or the Board's absolute right to convey or dedicate said roads to the appropriate governmental authority without any further action or written consent by an Owner. The access easement established and granted herein shall remain in full force and effect until such conveyance, dedication and acceptance at which time it shall automatically terminate.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its duly authorized officer(s) as of the day and year first written above.

WITNESSES:

**JOHN WIELAND HOMES AND NEIGHBORHOODS OF THE CAROLINAS, INC.**, a Georgia corporation

By: Andrea Lofstrand

Print Name: Andrea Lofstrand

Title: Assistant Secretary

[CORPORATE SEAL]

STATE OF GEORGIA

PROBATE

COUNTY OF CLAYTON

PERSONALLY APPEARED BEFORE ME, the undersigned witness, who, being duly sworn, deposes and states the (s)he saw the within named JOHN WIELAND HOMES AND NEIGHBORHOODS, INC., a Georgia corporation, by Andrea Welfstrand, its ~~Assistant Secretary~~ sign and deliver the foregoing amendment and that (s)he with the other witness whose name is subscribed above witnessed the execution thereof.

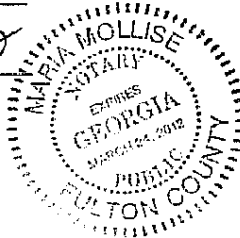
Sworn to before me as of the 1st day of July, 2008.

Jonathan T. Young  
Witness

[Signature] (L.S.)  
Notary Public for Fulton County, Georgia

My commission expires: 3/21/2012

[NOTARIAL SEAL]





2008009747

RESTRICTION  
RECORDING FEES \$10.00  
PRESENTED & RECORDED:  
07-09-2008 11:29 AM  
JOHN LANE  
REGISTER OF DEEDS  
LANCASTER COUNTY, SC  
By: CANDICE KIRKLEY DEPUTY  
BK: DEED 474  
PG: 54-55

Return to:  
Jonathan F. Young, Esq.  
John Wieland Homes and Neighborhoods, Inc.  
1950 Sullivan Road  
Atlanta, GA 30337

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

**AMENDMENT**  
**TO**  
**DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR**  
**BRIDGEMILL**

(Cross Reference Book 245, page 318)

This Amendment to Declaration of Protective Covenants and Easements for Bridgemill is made as of the 1st day of July, 2008, by John Wieland Homes and Neighborhoods of the Carolina, Inc., a Georgia corporation ("Declarant").

**BACKGROUND STATEMENT**

On July 19, 2004, Declarant executed that certain Declaration of Protective Covenants and Easements for Bridgemill, which was recorded on July 28, 2004 in Book 245, Page 318, Lancaster County, South Carolina land records (hereinafter, as supplemented and/or amended from time to time, the "Declaration"). The Declaration provides in Article XII, Section 4 thereof for amendment of the Declaration by the Declarant for any purposes stated therein. The Declarant desires to amend the Declaration as set forth below.

NOW THEREFORE, pursuant to the powers of the Declarant under Article XII, Section 4 of the Declaration, and in accordance with the provisions of that Section, the Declaration is hereby amended as follows:

Article XI is amended to add the following:

Section 12. **Easement for use an enjoyment of streets, roads and sidewalks.**

Every Owner of a Lot shall have a non-exclusive perpetual right-of-way and easement over and across all roads, streets and sidewalks hereafter constructed within the rights-of-way of the streets shown on any existing or future recorded plat of the Community for purposes of vehicular and pedestrian access, ingress, egress, regress and passage to and from the Lots and Common Property to the public and private streets. The use of such easement shall be subject to

all the provisions of the Declaration now or hereafter adopted and the easement rights shall be subject to the right of the Declarant and/or the Association to dedicate said roads, streets, sidewalks and rights-of-way to the public or to the appropriate governmental authority without any further action or consent of any Owner; the easements established and granted herein shall remain in full force and effect until such conveyance, dedication and acceptance, at which time they shall automatically terminate.

IN WITNESS WHEREOF, the undersigned have executed this Amendment and affixed the corporate seal as of the day and year first written above.

JOHN WIELAND HOMES AND NEIGHBORHOODS OF THE CAROLINAS, INC.

Janet N. Ophardt  
Witness

By: Andrea Lofstrand

Danielle Oiva  
Witness

[CORPORATE SEAL]

STATE OF GEORGIA

COUNTY OF CLAYTON

I, a Notary Public of the County and State aforesaid, certify that ANDREA LOFSTRAND, personally appeared before me this day and acknowledged that he is ASSISTANT SECRETARY, of John Wieland Homes and Neighborhoods of the Carolina, Inc., a Georgia corporation, the corporation described in and which executed the foregoing instrument; that the seal affixed to the foregoing instrument is the corporate seal of the corporation and that said writing was signed and sealed by him on behalf of said corporation, and by authority duly given; and that said instrument is the act and deed of said corporation.

Witness my hand and official stamp or seal this 7<sup>th</sup> day of July, 2008.

My commission expires: 9/27/09

Paula Elizabeth Hausford  
Notary Public

[NOTARIAL STAMP OR SEAL]

s:\anx\south carolina\bridgemill\declaration.amd.doc

