

Rec: \$16.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

ParticipantIDs: 8656985182

After recording, please return to:
Gaddis & Lanier, LLC
Attn: Kimberly C. Gaddis, Esq.
3330 Cumberland Blvd.
Suite 500
Atlanta, Georgia 30339

CROSS REFERENCE: Deed Book: 10290

Page: 1

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

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR CADENCE (hereinafter referred to as "Amendment") is made as of the date signed herein below, by **CADENCE HOMEOWNESR ASSOCIATION, INC.** ("Association"), as follows:

RECITALS

A. John Wieland Homes and Neighborhoods, Inc., a Georgia corporation, as Declarant, executed that certain Declaration of Protective Covenants and Easements for Cadence, which was recorded July 10, 2008 at Deed Book 10290, Page I, *et seq.*, Cherokee County, Georgia records (hereinafter, as supplemented and/or amended from time to time, referred to as the "Declaration").

B. John Wieland Homes and Neighborhoods, Inc. assigned all of the rights, titles, 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 19, 2012 at Deed Book 12102, Page 46, *et seq.*, aforesaid records.

C. JW Homes, LLC assigned all of the rights, titles, interests, powers and authority as the Declarant arising under the Declaration to, Pulte Home Corporation pursuant to that certain Assignment of Declarant's Rights, recorded February 11, 2016 at Deed Book 13694, Page 430, *et seq.*, aforesaid records.

D. Pulte authorized the election of a homeowner governed Board of Directors pursuant to the Declaration and Bylaws of the Association in February 2018, and the duly elected Board of Directors has proposed the following Amendments to the Declaration.

E. Pursuant to Article XIII, Section 4 of the Declaration, this Declaration may be amended upon an affirmative vote or written consent, or any combination thereof, of Owners of at least two-thirds (2/3) of the Lots, and consent of the Declarant (so long as Declarant owns any property for development and/or sale in the Community, or has the unilateral right to annex additional property to the Community).

F. At least two-third (2/3) of the Owners of Lots and the Declarant hereby desire for this Amendment to the Declaration to be implemented and do hereby approve of same as indicated by the signatures hereto and certifications herein below.

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

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

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NOW THEREFORE, the Declaration is hereby amended as follows:

1.

Article V, Section 1 of the Declaration is hereby amended by deleting the following sentences therefrom:

“The Association shall also maintain and keep in good repair the Area of Common Responsibility which shall be deemed to include the following: (a) exterior surfaces of garage doors (but the Lot Owner shall be responsible for the operation of the garage doors), (b) mowing and maintenance of all grass within the Community to be determined by the Board, (c) all roofs, downspouts and gutters, and (d) all exterior building surfaces with the exception of hardware and glass; provided, however, the Association shall not be responsible for waterproofing foundations either above or below grade”

And replacing the above sentences with the following:

“The Association shall also maintain and keep in good repair the Area of Common Responsibility which shall be deemed to include the following: (a) mowing and maintenance of all grass within the Community to be determined by the Board; (b) Until December 31, 2023 exterior surfaces of garage doors (but the Lot Owner shall be responsible for the operation of the garage doors); (c) Until December 31, 2023 home painting and all exterior building surfaces of each dwelling with the exception of hardware and glass; provided, however, the Association shall not be responsible for waterproofing foundations either above or below ground.

As of the Effective Date of this Amendment, the Association will begin a project to paint each home or dwelling within the Cadence community one (1) final time at the Association’s expense, with the completion of all painting to occur by the end of 2023. Effective January 1, 2024, each Lot Owner shall be responsible for the maintenance and repair of all exterior surfaces of any home or dwelling located on a Lot, including painting.

Additionally, as of the Effective Date of this Amendment, the Association shall no longer be responsible for any maintenance, repairs/replacement on any roofs, downspouts or gutters on any home or dwelling located on a Lot in the community as such repairs shall become the responsibility of the Lot Owners per Article V, Section 2 of the Declaration.

2.

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

3.

The Effective Date of this Amendment shall be the date that it is recorded in the records of the Clerk of Superior Court of Cherokee County, Georgia, this Amendment shall be enforceable against all Owners of a Lot subject to the Declaration.

4.

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

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IN WITNESS WHEREOF, the undersigned officers of the Cadence Homeowners Association, Inc. hereby certify that the above Amendments to the Declaration were duly adopted by the required percentage of the Association and its membership, with all required notices duly given, and by the Declarant.

This 5 day of MARCH, 2019.

ASSOCIATION:
CADENCE HOMEOWNERS ASSOCIATION, INC.

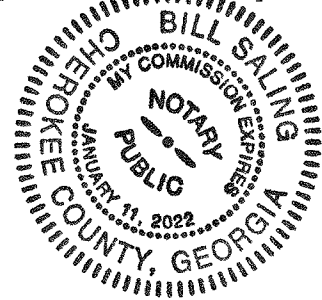
By: Thomas S. Jewell [SEAL]
President

Attest: Ann M. Owen [SEAL]
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to before me
this 5 day of March, 2019.

Bill Saling
Witness
Bill Saling
Notary Public [NOTARY SEAL]



DECLARANT:
PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: [Signature] [SEAL]

Name: Jason Garrett

Title: Div. VP Land Planning & Development

PULTE HOME COMPANY, LLC
CORPORATE SEAL
MICHIGAN

Sworn to and subscribed to before me
this 25th day of February, 2019.

Andie E. Vandy
Witness
[Signature]
Notary Public [NOTARY SEAL]

