

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 THE DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS FOR CADENCE (hereinafter referred to as "Amendment") is made as of the date signed herein below, by CADENCE NEIGHBORHOOD 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.

NOW THEREFORE, the Declaration is hereby amended as follows:

1.

Article IV, Section 3 of the Declaration is hereby amended by **ADDING** the following to the end of the last sentence thereof: *“but with an automatic increase of 1.5% in the previous year’s annual assessment.”* So, the entire new last sentence shall read as follows:

“Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget, or the Board fails for any reason so to determine the budget for a succeeding year, then and until such time as a budget has been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year, *but with an automatic increase of 1.5% in the previous year’s annual assessment.*”

2.

Article V, Section 1(c) of the Declaration is hereby amended by **DELETING** the following words therefrom: *“(c) Until December 31, 2023”*.

3.

Article V, Section 1(c) of the Declaration is hereby further amended by **DELETING** the following words therefrom: *“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”*.

4.

Article V, Section 1(c) of the Declaration is hereby further amended by **ADDING** the following words to the end thereto:

“Any Lot Owner who desires to have his or her home painted outside of the Association’s painting schedule may apply for approval to do so by written request to the Board of Directors and in such case may receive approval for a pro-rated payment schedule for same.

5.

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

6.

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.

Rec: \$25.00

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

ParticipantIDs: 8656985182

7.

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

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 as evidenced by the Declarant's signature below.

This 18 day of December, 2020.

ASSOCIATION:

CADENCE NIEGHBORHOOD ASSOCIATION, INC.

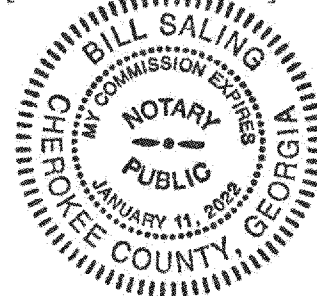
By: Thomas J. Howell [SEAL]
President

Attest: Margie S. Myers [SEAL]
Secretary

Sworn to and subscribed to before me
this 18 day of December, 2020.

Bill Saling
Witness
Bill Saling
Notary Public [NOTARY SEAL]

[CORPORATE SEAL]



DECLARANT:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: [Signature] [SEAL]
Name: Jason Geron
Title: Vice President

Sworn to and subscribed to before me
this 18 day of December, 2020.

[Signature]
Witness
Patty Baker
Notary Public [NOTARY SEAL]

