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

ParticipantIDs: 7768062701

Return after recording to:  
Stephen A. Winter, Esq.  
Winter Capriola Zenner, LLC  
3490 Piedmont Road, N.E.  
Suite 800  
Atlanta, Georgia 30305

Cross Reference:  
Cherokee County  
Deed Book 2087  
Page 231

**FOURTH AMENDMENT TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**BRADSHAW FARM**

This Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Bradshaw Farm (the "Amendment") is made on this 15<sup>th</sup> day of SEPTEMBER, 2022 by the Bradshaw Farm Neighborhood Association, Inc. (hereinafter, the "Association"), in accordance with the provisions of the Declaration.

**WITNESSETH:**

**WHEREAS**, on May 19, 1995, Cousins Real Estate Corporation, a Georgia corporation, (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Bradshaw Farm, in Deed Book 2087, Page 231, *et seq.*, Cherokee County, Georgia records as amended by that certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Bradshaw Farms, recorded on August 15, 1995, in Deed Book 2153, Page 182, *et seq.*, aforesaid records; as supplemented by as supplemented by that certain Supplementary Declaration of Covenants, Restrictions and Easements, recorded on October 5, 1995, in Deed Book 2198, Page 343, *et seq.*, aforesaid records; as amended by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Bradshaw Farm, recorded on December 12, 1995 in Deed Book 2253, Page 251, *et seq.*, aforesaid records; and as amended by that Amendment to the Declaration of Covenants, Conditions, and Restrictions for Bradshaw Farm, recorded on May 24, 2005 in Deed Book 7934 Page 343 *et seq.*, aforesaid records (hereinafter, as amended and supplemented, the "Declaration"); and

**WHEREAS**, the Bradshaw Farm Neighborhood Association, Inc., a Georgia nonprofit corporation, is the "Association" as said term is used and defined in the Declaration; and

**WHEREAS**, Article XVII, Section 17.2 of the Declaration provides that the Declaration may be amended upon the affirmative vote or written consent of the Owners of at least seventy-five (75%) percent of the Units and the consent of Declarant so long as the Declarant owns any

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property subject to the Declaration or has the right unilaterally to subject additional property to the Declaration; and

**WHEREAS**, the Declarant does not own any property subject to the Declaration and the Declarant no longer has the right to unilaterally subject additional property to the Declaration; and

**WHEREAS**, this Amendment has been approved by the affirmative vote or written consent of the Owners of at least seventy-five (75%) of the Units, as evidenced by the Certification of Approval attached hereto as Exhibit "A" and by this reference made a part hereof;

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

1. Article VIII of the Declaration is amended by adding the following sections to the end of said Article thereof:

"8.11 Capital Contribution Fee. Upon each and every transfer or conveyance of a Unit, the transferee or grantee becoming the Owner of the Unit 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 assessment in an amount equal to the then current annual assessment (hereinafter, the "Capital Contribution Fee"). The Capital Contribution Fee shall be collected and paid to the Association at the closing of each sale, transfer or conveyance. The Capital Contribution Fee shall constitute an assessment under this Declaration and shall be collected in the same manner provided in this Declaration for the collection of all other assessments. Notwithstanding the foregoing, the Capital Contribution 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 Unit is transferred by will or under the laws of intestacy; (iii) any grantee to whom a Unit is transferred as a gift, that is, gratuitously and without legal and valuable consideration; and (iv) any Person who takes title to a Unit through foreclosure of any first Mortgage or any secondary purchase money Mortgage, provided that neither the grantee or any successor grantee of the Mortgage is the seller of the Unit."

8.12 Foreclosure Administration Fee. It is recognized that foreclosures of mortgages or deeds to secure debt against Units 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 Unit 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 just a single Unit. In addition to annual assessments, special assessments, and other charges provided for in this Declaration, any Person who acquires a Unit through a foreclosure of a mortgage or deed to secure debt on such Unit or by deed in lieu of foreclosure shall be required to pay to the Association a fee equal to

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the then current annual assessment immediately upon the recordation of the foreclosure deed or deed in lieu of foreclosure in the Cherokee County, Georgia records (hereinafter, the "Foreclosure Administration Fee"). The Foreclosure Administration Fee shall constitute a specific assessment under this Declaration and shall be collected in the same manner provided in this Declaration for the collection of other assessments."

3. 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.

4. In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Declaration and/or By-Laws 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.

IN WITNESS WHEREOF, the undersigned officers of Bradshaw Farm Neighborhood Association, Inc. hereby execute this Amendment on the date and year first above written.

**BRADSHAW FARM NEIGHBORHOOD ASSOCIATION, INC., a Georgia nonprofit corporation**

Signed, sealed and delivered in the presence of:

Charlene W. Gatt  
Unofficial Witness

Spencer S. Kingeter  
Notary Public

By: [Signature]  
President

Attest: Frank Cangemi  
Secretary

My Commission Expires: 12/18/22  
[Notary Seal]



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**EXHIBIT "A"**  
**CERTIFICATION OF APPROVAL**

The undersigned officers of Bradshaw Farm Neighborhood Association, Inc. hereby swear under oath that the above Amendment was lawfully approved by the affirmative vote or written consent of Owners of at least seventy-five (75%) percent of the Units within Bradshaw Farm.

By: [Signature]  
Print Name: DEN PATTERSON  
Print Title: HOA PRESIDENT

By: [Signature]  
Print Name: FRANK CANGEMI  
Print Title: SECRETARY

Sworn to and subscribed before me this  
15th day of September, 2021.

[Signature]  
Notary Public  
My Commission Expires: 12/18/22

[Notary Seal]

