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Upon recording return to:
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Cross Reference: Deed Book: 7327
 Page: 691

FIRST AMENDMENT TO EASEMENT AND COST SHARING AGREEMENT

(USE OF LAKE AND TENNIS COURTS IN BRIDGEHAMPTON)

THIS FIRST AMENDMENT TO EASEMENT AND COST SHARING AGREEMENT (hereinafter referred to as "Amendment"), is made and entered into on the 13th day of August, 2015, by **LENNAR GEORGIA, INC.**, a Georgia corporation (hereinafter referred to as "Lennar"); **TOWNS AT BRIDGEHAMPTON HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as "Towns at Bridgehampton Association"); and **BRIDGEHAMPTON COMMUNITY ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as "Bridgehampton Association").

W I T N E S S E T H

WHEREAS, Lennar, Towns at Bridgehampton Association and the Bridgehampton Association entered into that certain Easement and Cost Sharing Agreement, recorded April 6, 2015 at Deed Book 7327, Pages 691-700, Forsyth County, Georgia land records (hereinafter, the "Agreement"); and

WHEREAS, Section 11 of the Agreement provides that the Agreement may be amended by: (a) the affirmative vote, written consent or any combination thereof of members of the Bridgehampton Association holding two-thirds (2/3) of the total eligible vote; provided, however, so long as Lennar has the authority to appoint and remove the directors and officers of the Bridgehampton Association as provided in the bylaws of Bridgehampton Association, this Agreement may be amended by Lennar without a vote of the members of the Bridgehampton Association; and (b) the affirmative vote or written consent or any combination thereof of members of the Towns at Bridgehampton Association holding at least two-thirds (2/3) of the total eligible Association vote; provided, however, so long as Lennar has the authority to appoint and remove the directors and officers of the Towns at Bridgehampton Association, this

Agreement may be amended by Lennar without a vote of the members of the Towns at Bridgehampton Association. In addition to the foregoing, any amendment shall require the written consent of Lennar so long as it owns any property in the Bridgehampton Development; and

WHEREAS, the right of Lennar to appoint and remove the directors and officers of the Bridgehampton Association as provided in the bylaws of the Bridgehampton Association and the right of Lennar to appoint and remove the directors and officers of the Towns at Bridgehampton Association as provided in the bylaws of the Towns at Bridgehampton Association have not expired; and

WHEREAS, Lennar desires to amend the Agreement to allow members of the Towns at Bridgehampton to use and enjoy the tennis courts located within Bridgehampton in accordance with the terms and condition set forth herein;

NOW THEREFORE, the undersigned hereby adopts this First Amendment to the Easement and Cost Sharing Agreement, hereby declaring that all of the property now or hereafter subject to the Agreement shall be held, conveyed, encumbered, used, occupied and improved subject of the Agreement, amended as follows:

1.

The Agreement is hereby amended by adding a new Section 15, entitled "Use and Enjoyment of the Tennis Courts," to read as follows:

15. Use and Enjoyment of Tennis Courts. In addition to the right to use and enjoy the Lake and Dam as provided herein, members of the Towns at Bridgehampton Association shall have the right to use and enjoy the tennis courts located in Bridgehampton in accordance with the terms and conditions set forth herein.

(a) Grant, Conveyance and Creation of Easement for Use of Tennis Courts.

Lennar hereby grants, conveys, declares, creates and imposes for the benefit of the members of the Towns at Bridgehampton Association: (i) a perpetual non-exclusive easement for pedestrian access, ingress, use and enjoyment and egress over and across that portion of Bridgehampton consisting of the tennis courts; and (ii) a perpetual non-exclusive easement for vehicular and pedestrian access, ingress and egress over and across that portion of Bridgehampton consisting of such roads, parking areas and walkways which serve and provide access to the tennis courts, as may be more particularly described on

the recorded subdivision plat(s) for Bridgehampton, for the use of such tennis courts.

(b) Maintenance. The Bridgehampton Association shall be responsible for the maintenance, repair and replacement of the tennis courts; provided, however, in the event that such maintenance, repair or replacement is caused by the willful or negligent act of Lennar, the Bridgehampton Association, the Towns at Bridgehampton Association or their respective members, successors, assigns, employees, representatives, agents, occupants, guests or invitees, then such maintenance, repair or replacement shall be made at the sole cost and expense of the responsible party.

In order to protect the value of the respective properties and to insure the proper use and enjoyment of the tennis courts, and notwithstanding the obligations of the respective parties as set forth herein, Lennar or the Towns at Bridgehampton Association shall have the full and unrestricted right to cause the maintenance, repair and replacement of the tennis courts as may be necessary to ensure the proper use and enjoyment thereof for the benefit of the Towns at Bridgehampton Association and its members.

(c) Allocation of Costs; Billing. The cost to operate, maintain, repair and replace the tennis courts, including, without limitation, reasonable reserves as the Board of Directors of the Bridgehampton Association shall deem proper, shall be included in the Budget, as provided in Section 3 of this Agreement, and shall be included in the Lake, Dam and Entry Features Assessment to be shared by the Owners of Lots in the Bridgehampton Development as provided in Section 4 hereof. In addition to the foregoing, the Bridgehampton Association shall have the right to levy a Special Lake and Entry Features Assessment in the event of any unanticipated costs or costs in excess of those budgeted associated with the maintenance, repair or replacement of the tennis courts as provided in Section 6 hereof. Nonuse of the tennis courts shall not constitute a waiver or exemption from liability for payment of the Lake, Dam and Entry Features Assessment.

(d) Rules and Regulations. The Board of Directors of the Bridgehampton Association shall have the right, power and authority to promulgate, modify or delete rules and regulations applicable to the use and enjoyment of the tennis courts as provided in the Bridgehampton Declaration; provided, however, no rule or regulation enacted by the Bridgehampton Association shall have the effect or impact of or be construed as treating the Lot owners in Bridgehampton differently from Lot owners in the Towns at Bridgehampton; and provided, further, no action shall be taken by the Bridgehampton Association which shall impair any of the rights granted herein. Any rules and regulations adopted by the Bridgehampton Association governing the use and enjoyment of the tennis courts shall be distributed to all Lot owners in the Bridgehampton Development prior to the date that they are to become effective and shall thereafter be binding upon all owners and occupants unless

overturned, cancelled or modified by: (i) a majority of the owners of Lots in Bridgehampton; (ii) a majority of the owners of Lots in Towns at Bridgehampton; and (iii) Lennar so long as it owns any property in the Bridgehampton Development.

(i) Bridgehampton. The Bridgehampton Association shall have the right to suspend the right of any owner or occupant in Bridgehampton or such owner or occupant's family members, guests and invitees to use and enjoy the tennis courts for: (A) noncompliance with any rules and regulations regarding the tennis courts; (B) for violations of the Bridgehampton Declaration; (C) noncompliance with any other rules and regulations promulgated by the Bridgehampton Association; or (D) nonpayment of all or any portion of any assessments arising under the Bridgehampton Declaration or this Agreement.

(ii) Towns at Bridgehampton. The Towns at Bridgehampton Association shall have the right to suspend the right of any owner or occupant in the Towns at Bridgehampton or such owner or occupant's family members, guests and invitees to use and enjoy the tennis courts for: (A) noncompliance with any rules and regulations promulgated by the Board of Directors of the Bridgehampton Association as provided herein; (B) violations of the Towns at Bridgehampton Declaration; (C) noncompliance with any rules and regulations promulgated by the Board of Directors of the Towns at Bridgehampton Association; or (D) nonpayment of all or any portion of any assessments arising under the Towns at Bridgehampton Declaration or this Agreement.

(e) Limitation of Liability. Declarant shall not be held liable for and is hereby held harmless from any claims of personal injury or property damage arising out of or from the use of the tennis courts by members of the Towns at Bridgehampton Association or their family, guests and invitees.

2.

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

3.

This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Fulton County, Georgia and shall be enforceable against current Owners of a Lot in the Bridgehampton Development.

4.

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

IN WITNESS WHEREOF, Lennar has executed this Amendment under seal as of the date first above written.

LENNAR: **LENNAR GEORGIA, INC.**, a Georgia corporation

By: _____
Print Name: Bob Jones
Title: Vice President

Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

