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STATE OF GEORGIA  
COUNTY OF COBB

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**AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR CAMERON GLEN**

This community is submitted to the Georgia Property Owners' Association Act, O.C.G.A. §§ 44-3-220 et. seq. Closing attorneys should contact the Association for a statement of account for assessments, transfer fees and other charges due on lots and estoppel certificates regarding any outstanding covenants violations on lots pursuant to the provisions of this Declaration, as amended.

Prepared By: Lisa Fuerst, Esq.  
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This Amendment is made and entered into by Cameron Glen Homeowners' Association, Inc., (the "Association").

### WITNESSETH

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Cameron Glen was recorded on November 22, 1995, in Deed Book 9255, Page 0072, *et seq.*, Cobb County, Georgia land records (hereinafter referred to as the "Declaration"); and

**WHEREAS**, the Declaration has been previously amended by amendments executed and recorded in the Cobb County, Georgia land records;

**WHEREAS**, the amendment recorded \_\_\_\_\_, 20\_\_\_\_ submitted the Association to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, *et seq.*; and

**WHEREAS**, the Cameron Glen Homeowners' Association, Inc. was created to enforce the Declaration; and

**WHEREAS**, Article IX, Section 9.02 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent, or any combination thereof, of members of the Association holding 66 2/3% of the total eligible Association vote and approval of at least a majority of the Association directors; and

**WHEREAS**, members of the Association holding 66 2/3% of the total eligible Association vote desire to adopt this Amendment to the Declaration; and

**WHEREAS**, these amendments are not material with respect to mortgagees on Lots in that they do not materially and adversely affect any right, title, interest or privilege of any mortgagee; provided, however, if a court of competent jurisdiction determines that these amendments do so without such mortgagee's consent, then these amendments shall not be binding on the mortgagee so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the original Declaration prior to these amendments shall control with respect to the affected mortgagee.

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

1.

**Article XI of the Declaration is hereby amended by deleting this Article in its entirety and substituting the following therefore:**

## **Article XI. Leasing and Occupancy.**

**11.01 Corporate Occupancy.** If the Owner of a Lot is a corporation, limited liability company, partnership, trust, an unincorporated association, or otherwise not being a natural person, the Owner's Lot may only be occupied by a natural person designated by the Board in writing as meeting the requirements set forth in this Section. (the "Authorized Corporate Occupant").

**(a) Definition.** An "Authorized Corporate Occupant" shall only be an officer, director, or shareholder of an Owner that is a corporation; a member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a non-revocable trust; provided that (1) neither the Owner, nor any other interest holder in the Lot or in the Owner, may receive any rent or other consideration for such occupancy; (2) with the exception of a beneficiary of an Owner that is a trust, the Authorized Corporate Occupant of a Lot must perform a valid corporate/entity/partnership function(s) for the Owner that is unrelated to the Lot or the Authorized Corporate Occupant's occupancy thereof; and (3) the designation of Authorized Corporate Occupant must be in good faith and not intended to avoid a violation of the requirements of any portion of this Article XI, or the purposes thereof, as such is determined by the Board in its discretion.

Notwithstanding the above, if the natural person proposed by Owner as the Authorized Corporate Occupant of its Lot is not: (1) the only officer of or at least a fifty percent (50%) shareholder or member of an Owner that is a corporation; (2) at least a fifty percent (50%) member of an Owner that is a limited liability company; (3) at least a fifty percent (50%) member of an Owner that is a partnership; or (4) at least a fifty percent (50%) beneficiary of an Owner that is a non-revocable trust, then it shall be presumed that the designation of such natural person is not in good faith and that the natural person does not fit within the definition of Authorized Corporate Occupant hereunder. In order to overcome this presumption, the Owner shall bear the burden of proving to the Board, in its discretion, that the designation of such natural person as Authorized Corporate Occupant is in good faith and not intended to avoid a violation of the requirements of any portion of Section 14, or the purposes thereof, and meets all other requirements for the Authorized Corporate Occupant set forth hereunder.

**(b) Designation.** An Owner, who is not a natural person, may apply to have a natural person designated as an Authorized Corporate Occupant by providing the Board a written application that includes the name of the proposed Authorized Corporate Occupant and documentation evidencing the proposed Authorized Corporate Occupant's relationship with the Owner. The Board may require submission of additional true and accurate information that the Board deems necessary, in its sole discretion, to determine whether the natural person proposed as an Authorized Corporate Occupant meets the requirements for Authorized Corporate Occupancy hereunder. Information which may be requested by the Board may include, but not limited to, Owner's organizational documents, books and records, and affidavits from Owner's officers, directors, members, and trustees.

Upon a determination that a natural person meets the requirements of this subsection for designation as an Authorized Corporate Occupant, the Board shall issue a written notice to the Owner designating the natural person as the Authorized Corporate Occupant of Owner's Lot. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon such person ceasing to meet the definition of Authorized Corporate Occupant set forth herein.

The designated person to occupy a Lot shall not be changed more frequently than once every twelve (12) months without the prior written approval of the Board of Directors.

**11.02 Leasing.** To preserve the character of the Cameron Glen community as a residential community of owner-occupied homes, leasing of Lots shall be governed by the restrictions imposed by Article XI of this Declaration. Except as provided herein, leasing of Lots is prohibited.

Owners may lease their Lots only if: (1) the Owner is a Grandfathered Owner; (2) the Owner is not a Grandfathered Owner but has received a Leasing Permit from the Board as provided below; or (3) the Owner is not a Grandfathered Owner but has received a Hardship Leasing Permit from the Board as provided below. The Intent of this provision is to limit leasing to 16 Lots, except as provided below in limited cases for certain undue hardship situations.

The Board of Directors shall have the authority to establish rules and conditions as to the duration and use of Leasing and such Permits consistent with this Section.

**(a) Definitions.**

(1) **"Authorized Corporate Occupant"** is as defined in Section 11.01 above. Anyone occupying a Lot through use of an Online Rental Marketplace shall not be considered Authorized Corporate Occupant hereunder.

(2) **"Effective Date"** means the date this Amendment is recorded in the Cobb County, Georgia land records.

(3) **"Grandfathered Owner"** means an Owner who is leasing his or her Lot on the Effective Date. To be eligible as a Grandfathered Owner, (a) the Lot must be occupied by the tenant on the Effective Date pursuant to a lease for an initial term of at least six months, and (b) the Grandfathered Owner must submit a copy of the lease in force on the Effective Date to the Association's Board of Directors within sixty (60) days from the Effective Date. Grandfathering shall apply only to the Lot owned and being leased by such Grandfathered Owner on the Effective Date.

(4) **"Grandfathered Lot"** means the Lot owned by a Grandfathered Owner and that is being leased on the Effective Date of this Amendment.

(5) **“Guest”** means a natural person who is specifically invited by an Authorized Occupant, an Authorized Corporate Occupant, or Roommate, to occupy a Lot, who does not pay any fee, and does not occupy the Lot for more than 90 days in a year, measured from when the Guest first occupies the Lot. Anyone occupying the Lot through the use of an Online Rental Marketplace shall not be considered a Guest hereunder.

(6) **“Leasing”** means the occupancy of a Lot by any Person(s) other than:

(A) the Owner or a parent, child or spouse of an Owner (collectively referred to as “Authorized Occupant”);

(B) an Authorized Corporate Occupant (defined above); or

(C) a Roommate or Guest of an Authorized Occupant or of an Authorized Corporate Occupant, provided the Authorized Occupant or Authorized Corporate Occupant occupies the entire Lot as his or her primary and full-time residence at the same time as the Roommate or Guest.

A Lot may be considered to be leased hereunder even if no rent is paid to the Owner.

(7) **“Leasing Cap”** means the maximum number of Lots which may be leased pursuant to a Leasing Permit or as a Grandfathered Lot at any given time. The Leasing Cap is 16 Lots. Hardship Leasing Permits are not counted towards the Leasing Cap.

(8) **“Online Rental Marketplace”** means any media source, website or internet platform through which property is offered for transient or short-term rental or occupancy, including, but not limited, to websites or platforms known as AirBnB and VRBO.

(9) **“Roommate”** means anyone who occupies the dwelling on a Lot as their primary residence for at least 90 consecutive days during the same time that the Authorized Occupant or Authorized Corporate Occupant resides in the Lot.

**(b) Grandfathered Leasing.** A Grandfathered Owner may lease his or her Grandfathered Lot without a Leasing Permit or a Hardship Leasing Permit; provided however that Grandfathering shall automatically terminate on the date the Grandfathered Lot is conveyed for value to any other Person. All leases for a Grandfathered Lot must be for an initial term of at least six (6) months.

Grandfathered status shall be valid only as to the specific Grandfathered Owner and Grandfathered Lot and shall not be transferable between Lots or between Owners, including but not limited to a successor owner through a conveyance for value. New

leases, lease extensions, renewals or modifications executed for Grandfathered Lots after the Effective Date, must comply with Section 11.02(i) hereof; provided however, the minimum initial lease term for Grandfathered Owners shall be at least six months.

**(c) Eligibility for Leasing Permit and Hardship Leasing Permit.** To be eligible to apply for and be granted a Leasing Permit or a Hardship Leasing Permit, the Owner must:

(1) have occupied their Lot as their principal and primary residence for at least twelve (12) consecutive months at any point of time prior to requesting a Leasing Permit or Hardship Leasing Permit, and

(2) must not be more than thirty (30) days past due in any assessment or charge or in violation of the Declaration, Bylaws or any rule or regulation of the Association.

**(d) Leasing Permits.** A non-Grandfathered Owner desiring to lease his or her Lot must apply to the Board of Directors for a Leasing Permit. An application for a Leasing Permit must be in writing and must provide such information as the Board may reasonably require.

If the Owner meets the eligibility requirements listed above and the number of outstanding Leasing Permits is less than the Leasing Cap, then the Board of Directors shall approve the Owner's request for a Leasing Permit. A Leasing Permit will allow an Owner to lease his or her Lot provided that such leasing is in strict accordance with the terms of the Leasing Permit and this Section.

If the number of current Leasing Permits issued and Grandfathered Lots equals or exceeds the Leasing Cap, then no additional Leasing Permits (except for Hardship Leasing Permits) shall be issued until that number falls below the Leasing Cap.

Owners who are denied a Leasing Permit because the Leasing Cap has been reached shall be placed at the end of the waiting list for a Leasing Permit and shall be eligible for a Leasing Permit, if they so desire, when the above conditions are satisfied and they are first on the waiting list. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit. An Owner shall be removed from the waiting list upon transfer of title of the Lot to another Person (excluding the Owner's spouse).

A Leasing Permit shall be valid for a term of five years and shall automatically expire at the end of five years from the effective date of the first lease after the Leasing Permit is issued. Upon the expiration of a Leasing Permit, the Owner may apply for a new Leasing Permit pursuant to the provisions of this Section. If no Leasing Permits are available due to the Leasing Cap, the Owner will be placed at the end of the waiting list.

**(e) Hardship Leasing Permits.** If a Leasing Permit is not available and an Owner who is not a Grandfathered Owner believes that leasing the Lot is necessary to eliminate or avoid a substantial undue hardship to the Owner, then the Owner may apply in writing to the Board of Directors for a Hardship Leasing Permit. A Hardship Leasing Permit will allow an Owner to temporarily lease his or her Lot, provided that such leasing is in strict compliance with the terms of the Hardship Leasing Permit and this Section.

To be considered for a Hardship Leasing Permit, the Owner must meet the eligibility requirements listed in Section 11.02(c) above and must apply in writing to the Board of Directors and provide information and documentation sufficient to the Board of Directors to review and determine whether a Hardship Leasing Permit is necessary or appropriate.

An Undue Hardship is one which results in a disproportionate financial burden or obstacle and one which is not caused by Owner's action or inaction. The Board shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (1) the nature, degree, likely duration, and cause of the Undue Hardship; (2) the number of Hardship Leasing Permits which have been issued to other Owners; (3) the Owner's ability to cure the Undue Hardship; (4) whether previous Hardships Leasing Permits have been issued to the Owner; and (5) the harm, if any, which will result to the community if the permit is approved. The Board will use good faith in the review and issuance of Hardship Leasing Permits, and in particular will use best efforts to accommodate family illnesses or incapacity, and military service.

An Undue Hardship may include, but not be limited to, the following circumstances: (1) when an Owner must relocate his or her residence outside the Atlanta metropolitan area for employment purposes and cannot, within one hundred twenty (120) days from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Lot is being administered by his or her estate; or (3) the Owner takes a temporary leave of absence, or otherwise temporarily relocates, for a period of one year or less, outside of the Atlanta metropolitan area and intends to return to reside in the Lot.

The Board has sole discretion whether to grant a Hardship Leasing Permit, and the existence of a hardship does not guaranty that an Owner will be granted a Hardship Leasing Permit. The Board shall have broad discretion in determining what constitutes an undue hardship.

Unless otherwise determined by the Board, a Hardship Leasing Permit authorizes an Owner to lease the Lot once for a term of one year. An Owner may apply for a new Hardship Leasing Permit upon the expiration of their Hardship Leasing Permit pursuant to the provisions of this section. Notwithstanding anything to the contrary herein, the Board shall not approve a lease term that is less than 30 days.

(f) **Revocation of Permits.** Leasing Permits and Hardship Leasing Permits are automatically revoked upon:

(1) the sale or transfer of the Lot to another Person (excluding sales or transfers to an Owner's spouse);

(2) the failure of an Owner to lease his or her Lot for 90 consecutive days at any time after the issuance of a Leasing Permit or Hardship Leasing Permit; or,

(3) the occupancy of the Lot by the Owner.

The Board shall have the right, but not the obligation, in its discretion, to revoke an Owner's Leasing Permit or Hardship Leasing Permit if, (1) the Owner becomes more than 30 days delinquent in assessment or other charges owed to the Association and fails to pay all amounts owed within 10 days after the Association sends written notice to the Owner stating the Owner is more than 30 days delinquent and the Leasing Permit or Hardship Leasing Permit will be revoked unless payment is received within 10 days after the Association sends the written notice, or (2) if the Owner or any occupant violates the Declaration, including but not limited to the provisions in this Section, the Bylaws, or rules and regulations in a non-monetary manner, provided the Board shall first provide written notice to the Owner and provide the Owner the right to request a hearing with the Board within 10 days from the Board's sending of its written notice of intention to revoke the Leasing Permit or Hardship Leasing Permit. Revocation of the Leasing Permit or the Hardship Leasing permit for a violation is in addition to any other remedies available to the Association.

A Hardship Permit shall be automatically revoked if, during the term of such permit, the Owner is approved for and receives a Leasing Permit.

(g) **Transfer of Permits Prohibited.** All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between Lots, between Owners, or to successor Owners except for a transfer of the Lot to the Owner's spouse.

(h) **Short-Term Occupancy/Leasing Prohibited.** No Lot or any portion thereof shall be leased, used, or occupied for transient purposes. For purposes herein, transient purposes is defined as any occupancy of a Lot by any person other than an Authorized Occupant or Authorized Corporate Occupant for a period of less than thirty (30) consecutive days, except as expressly permitted herein for Guests. Advertising, listing or otherwise offering a Lot as available for occupancy for transient purposes or for any period of time less than is authorized under this Section constitutes a violation of this Section.



(i) **General Leasing Provisions.** All leases for Lots shall be governed by the following provisions:

(1) **Notice.** All leases shall be in writing. At least 10 days before entering into a lease, the Owner shall provide the Board with: (A) a copy of the proposed lease, (B) the names and contact information of the proposed tenants and all other occupants of the Lot, and (C) such other information required by the Board. Within 10 days after executing a lease for a Lot, the Owner shall provide the Board with a copy of the executed lease. Nothing herein gives the Board the right to approve or disapprove a proposed tenant.

(2) **Lease Term.** All lease terms must be for an initial term of at least one year, except with written Board approval, and cannot exceed the expiration date of the respective Leasing Permit, Hardship Leasing Permit, or termination date of Grandfathered status. Transient leases are prohibited pursuant to Section 11.02 (h). Notwithstanding anything to the contrary herein, the Board shall not approve a lease term that is less than 30 days.

(3) **Leasing Entire Lot.** Except for a Roommate of an Authorized Occupant or of an Authorized Corporation Occupant, Lots may be leased only in their entirety pursuant to a signed lease; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases.

(4) **Use of Common Area.** The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area.

(5) **Compliance and Liability for Assessments.** All leases shall be subject to the Association's Declaration, Bylaws, and the Association's rules and regulations. The Owner shall provide the lessee with copies of the Association's Declaration, Bylaws, and the Association's rules and regulations. The following provisions are incorporated into each lease of any Lot, whether or not expressly stated therein, and into the terms of any tenancy or occupancy even if no written lease or agreement exists between the Owner and the occupant:

A. **Compliance and Enforcement.** The Owner and lessee shall comply with all provisions of the Declaration, Bylaws, and Association rules and regulations and all applicable laws and ordinances. Owners and lessee shall also control the conduct of all other occupants and guests of the leased Lot in order to ensure such compliance. The Owner shall cause all occupants of the Lot to comply with the Declaration, Bylaws, and Association rules and regulations, and shall be responsible for all violations by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any such violation. If the lessee or someone living with the lessee or a guest of any of these violate the Declaration, Bylaws, or rule or regulation, the Association's Board of Directors shall be authorized, in addition to all other available remedies, to levy fines against the lessee, the Owner, or

both and to suspend all voting and use rights of the Owner, lessee, and any other occupants, in accordance to the provisions of the Declaration and the Bylaws.

If a Lot is leased or occupied in violation of this Section, or if the Owner, lessee, someone living with the lessee or a guest of any of these violate the Declaration, including but not limited to this Section, the Bylaws, or a rule or regulation, such violation is deemed to be a default under the terms of any lease or occupancy agreement for the Lot and the Association may require the Owner to evict the lessee and Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the lease and/or occupancy and to evict the lessee and occupants, without liability, in accordance with Georgia law. In any such eviction action by the Association, the Association may terminate the occupancy rights upon 30 days' notice, notwithstanding any notice requirements in the lease or occupancy terms. Once the Association invokes its right to terminate the lease or occupancy and evict the occupants, the Owner no longer has the right to extend or revive the terminated lease or occupancy in any way.

The Association may also bring an action against the Owner or the occupants or both for damages and injunctive relief, or may impose fines or other sanctions under the Declaration, the Bylaws or Georgia law, and may revoke Leasing Permits and Hardship Leasing Permits as provided in Section 11.02(f) above.

Failure of the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. Any costs, including reasonable attorney's fees actually incurred and court costs associated with enforcing this Section shall be an assessment and lien against the Lot and the personal obligation of the Owner.

B. Liability for Assessments. When an Owner who is leasing his or her Lot fails to pay any annual, special, or specific assessment or any other charge owed under the Declaration for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, then upon request by the Association, the lessee shall pay the Association all unpaid annual, special, and specific assessments and other charges owed and payable by the Owner during and prior to the term of the lease and any other period of occupancy by the lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. If lessee fails to comply with the Board's request to pay assessments or other charges, lessee shall pay to the Association all amounts authorized under the Declaration as if lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which the Owner would otherwise be responsible.

(6) **Lease Administration Fee.** In addition to annual assessments, special assessments, Capital Contribution Assessments and other charges provided for under this Declaration, an Owner who is leasing their Lot shall be required to pay to the Association a Leasing Administration Fee in an amount up to the annual assessment at the time a lease is executed or an occupancy relationship is created hereunder and an annual renewal fee in an amount up to the annual assessment for so long as the Lot is leased. The amount of the Lease Administration Fee and annual renewal fee shall be determined by resolution of the Board and shall constitute a specific assessment as described in this Declaration.

**11.03 Applicability of this Section.** This Section shall not apply to any Leasing transaction entered into by the Association. The Association shall be permitted to Lease a Lot without first obtaining a permit in accordance with this Section, and such Lots shall not be considered as being Leased in determining whether or not the Leasing Cap has been reached.

2.

Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration. Except as herein modified, the Declaration shall remain in full force and effect.

3.

This Amendment shall be effective upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia.

IN WITNESS WHEREOF, the undersigned officers of Cameron Glen Homeowners' Association, Inc., hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the Association and its membership, with any required notices duly given.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CAMERON GLEN HOMEOWNERS'  
ASSOCIATION, INC.**

Sworn to and subscribed to before  
me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

By: \_\_\_\_\_(Seal)  
President

\_\_\_\_\_  
Witness

Attest: \_\_\_\_\_(Seal)  
Secretary

\_\_\_\_\_  
Notary Public

[CORPORATE SEAL]

[Notary Seal]