

---

[space above reserved for recording data]

Return to: Pankey & Horlock, LLC  
1441 Dunwoody Village Parkway, Suite 200  
Atlanta, Georgia 30338  
Attn: Lisa Fuerst, Esq.

STATE OF GEORGIA  
COUNTY OF COBB

Reference: Deed Book 9255  
Page 72

**AMENDMENTS TO**

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

**&**

**THE BYLAWS OF CAMERON GLEN HOMEOWNERS**  
**ASSOCIATION, INC.**

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.

Prepared By: Lisa Fuerst, Esq.  
Pankey & Horlock, LLC  
1441 Dunwoody Village Parkway, Suite 200  
Atlanta, Georgia 30338  
(770) 670-6250  
lfuerst@pankeyhorlock.com

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Cameron Glen was recorded on November 22, 1995 in Deed Book 9255, Page 72, et. seq., Cobb County, Georgia land records (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration was subsequently amended; and

WHEREAS, the Bylaws were recorded and amended on March 16, 2011 in Deed Book 14841, Page 3296, et. seq., Cobb County, Georgia land records (hereinafter referred to as the "Bylaws");

WHEREAS, Article IX, Section 9.02 of the Declaration and Article VI, Section 6.07 of the Bylaws provide that the Declaration and Bylaws may be amended at any time by an agreement signed by at least seventy-five (75%) percent of the Owners; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant, if the Declarant is the owner of any real property subject to the Declaration;

WHEREAS, the Declarant is no longer the owner of any real property subject to the Declaration; and

WHEREAS, Owners of seventy-five (75%) of the Lots have signed an agreement indicating their consent to these amendments; and

WHEREAS, these amendments do not materially alter, modify, change or rescind any right, title, interest, or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby; 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 Declaration prior to these amendments shall control with respect to the affected mortgagee.

NOW THEREFORE, the Declaration and Bylaws are hereby amended as follows:

1.

**Article I of the Declaration is hereby amended by adding the following definitions to the end thereof:**

1.14 "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. §§ 44-3-220, et seq., as may be amended.

1.15 "Association's Governing Legal Documents" shall mean this Declaration and all exhibits hereto, the Bylaws, the Articles of Incorporation, the plats and all rules and regulations and architectural guidelines for the Association, all as may be supplemented or amended.

1.16 "Common Expense" shall mean and refer to the expenses incurred or anticipated to be incurred for the general benefit of all Lots, including, but not limited to, those expenses incurred for maintaining, repairing, replacing and operating the Common Property.

1.17. "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in the Development. Such standard may be more specifically determined by the Board of Directors and the ACC.

1.18. "Development" shall mean and refer to the real estate which is located on the Plats, referenced in Exhibit "A", and submitted to the Act and the provisions of this Declaration.

1.19 "Effective Date" shall mean and refer to the date that this Amendment is recorded in the Cobb County, Georgia land records.

1.20. "Occupant" shall mean and refer to any person staying overnight in a Dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

1.21. "Person" shall mean and refer to any individual, corporation, limited liability company, firm, association, partnership, trust or other legal entity.

1.22. "Total Association Vote" shall mean the total number of eligible voters. In establishing the Total Association Vote for a quorum, a majority, or any other purposes, a member whose voting rights have been suspended for any reason shall not be counted when determining the Total Association Vote and shall not be considered an eligible voter.

1.23. "Violator" shall mean any Owner who violates the Association's Governing Legal Documents and any Owner's family member, guest or Occupant who violates such provisions; provided, however, if an Owner's family member, guest or Occupant violates the Association's Governing Legal Documents, the Owner of the relevant Lot also shall be considered a Violator.

2.

**Article III, Section 3.01 of the Declaration is hereby amended by adding the following paragraph to the end thereof:**

Cameron Glen is a residential property owners' development submitted to the Georgia Property Owners' Association Act, O.C.G.A. §§ 44-3-220, et. seq., as may be amended ("Act"). The real property in Cameron Glen subject to this Declaration and the Act is located in Land Lots 888, 921, 922 and 923, 16<sup>th</sup> District 16, 2<sup>nd</sup> Section, City of Marietta, Cobb County, Georgia, being more particularly described in Deed Book 9255, Page 123 and Deed Book 10988, Page 194, Cobb County, Georgia land records, and incorporated herein by this reference.

3.

**Article III, Section 3.05 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

3.05. Suspension of Membership Rights. The Association may suspend the rights of an Owner, including but not limited to voting rights, in accordance with Article VIII of this Declaration.

4.

**Article III of the Declaration is hereby amended by adding the following Section to the end thereof:**

3.09. Entity Members. If an Owner is a corporation, limited liability company, partnership, trust, or other legal entity not being a natural person or persons, then any natural person who is an officer, director or other designated agent of such corporation, manager or member of such limited liability company, partner of such partnership, beneficiary or other designated agent of such trust, or representative of such other legal entity shall, upon providing written notice and any verification of such status that may be reasonably required by the Association, be eligible to represent such entity in the affairs of the Association, including, without limitation, serving on the Association's Board of Directors. Such person's relationship with the Association, and any office or directorship held, shall terminate automatically upon the termination of such person's relationship with the entity that is the Owner of the Lot. Termination of the person's relationship with the Association will create a vacancy in any elected or

appointed position within the Association in which such person may have been serving and such vacancy may be filled in accordance with the Bylaws.

5.

**Article IV of the Declaration is hereby amended by deleting that Article in its entirety and substituting the following therefor:**

Section 4.01. ALLOCATION OF LIABILITY FOR COMMON EXPENSES

a. General Allocation

Except as provided below, or elsewhere in the Act or the Association's Governing Legal Documents, the amount of all Common Expenses shall be assessed against all of the Lots equally.

b. Specific Assessments

Notwithstanding the above, the Board of Directors shall have the power to levy specific assessments pursuant to O.C.G.A. § 44-3-225(a) of the Act as, in its discretion, it shall deem appropriate. Failure of the Board to do so shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to do so in the future.

Section 4.02. ASSESSMENTS

a. Purpose of Assessment

The Association shall have the power to levy assessments as provided herein and the Act. Assessments shall be used for any purpose the Board of Directors determines will benefit the Owners or the Community.

b. Creation of Lien and Personal Obligation For Assessments

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments and other charges levied pursuant to this Declaration and the Bylaws including:

- i. Annual assessments or charges;
- ii. Special Assessments as provided for herein; and,
- iii. Specific Assessments levied by the Board of Directors hereunder against any particular Lot, including but not limited to charges for sub-metered utility services, reasonable fines imposed hereunder and assessments levied pursuant to Section 4.01(b) of this Article.

All such assessments and charges levied against a Lot and its Owner, together with interest, costs and reasonable attorneys' fees actually incurred (including post-judgment attorneys' fees, costs and expenses), and rents (if the Board of Directors so elects), in the maximum amounts permitted under the Act, shall be: (1) a charge and a continuing lien against such Lot; and (2) the personal obligation of the Person who is the Owner of the Lot on the due date of the assessment. Each Owner and his or her grantee shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance on the Lot. The Association, in the Board's discretion, may record a notice of such lien in the Cobb County, Georgia land records evidencing the lien created under the Act and this Declaration. The lien provided for herein shall have priority as provided in the Act.

Assessments shall be paid in such manner and on such dates as determined by the Board of Directors. No Owner may exempt himself or herself from liability, or otherwise withhold payment of assessments, for any reason whatsoever.

c. Delinquent Assessments

All assessments and charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. In addition to the powers set forth below for collection of unpaid assessments and charges, the Association shall be entitled to exercise all other rights and remedies provided by law and in equity to satisfy an Owner's debt.

If any assessment or charge, or any part or installment thereof, is not paid in full within 10 days of the due date, or such other date as may be established by the Board of Directors:

- i. a late charge equal to the greater of \$10.00 or 10% of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner;
- ii. interest at the rate of 10% per annum, or such higher rate as may be authorized by the Act, shall accrue from the due date without further notice or warning to the delinquent Owner;
- iii. the Board may accelerate and declare immediately due any unpaid installments of that Owner's assessments and charges. Upon acceleration, the Owner shall lose the privilege of paying such assessments and charges in installments, unless the Board otherwise reinstates such privilege in writing. If the Association has pending legal action against an Owner for unpaid assessments or charges, then no notice shall be required to accelerate unpaid installments of any annual or special assessments that come due during any fiscal year after such legal action commences, until all amounts owed are paid in full or the Board otherwise reinstates such privilege in writing; and,
- iv. the Association may bring legal action to collect all sums owned under the Declaration and Georgia law.

If assessments or other charges, or any part thereof, remain unpaid more than 30 days after the due date, the Owner's right to vote and use the Common Property are suspended automatically until all amounts owed are paid in full or the Board of Directors otherwise reinstates such rights in writing; provided, however, the Board may not deny pedestrian ingress or egress to or from a Lot.

If part payment of assessments or other charges is made, the amount received may be applied first to post judgment attorneys' fees, costs and expenses, then to costs and attorneys' fees not reduced to judgment, then to interest, then to late charges, then to delinquent assessments and then to current assessments. Late charges may be assessed on delinquencies that are created by the application of current payments to outstanding delinquent assessments or charges.

d. Computation of Operating Budget and Assessment

To establish the annual assessment for a fiscal year, the Board of Directors shall prepare a budget covering the estimated costs of operating the Community, which may include a reserve contribution as provided below. The Board shall provide the budget to the Owners at least 30 days before the due date of such assessment or the first installment thereof. The budget and the assessment shall become effective unless, before the due date of such assessment, members holding a majority of the total eligible Association vote disapprove them at the duly called annual membership meeting.

If the membership disapproves the proposed budget or the Board of Directors fails for any reason to determine a new budget, the budget then in effect shall continue until a new budget is adopted as provided herein. The Board may adopt an adjusted budget at any time during the year following the procedure specified above.

The budget shall not operate as a limitation on expenditures by the Board of Directors. The budget is merely an estimate of Common Expenses on which the Board establishes the annual assessment.

e. Special Assessment

In addition to all other assessments and charges provided for herein, the Board of Directors may levy a special assessment against all Owners for any purpose. Special assessments totaling more than the annual assessment per Lot in any fiscal year must first be approved by members holding at least a majority of the eligible votes present or represented by proxy at a duly called meeting of the members, notice of which shall specify the purpose of such meeting.

f. Capital Budget and Contribution

The Board of Directors may prepare an annual or multi-year capital reserve budget and may establish a capital reserve fund contribution based on such budget. Capital reserve budgets should take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

g. Capital Contribution Assessment Upon Transfer of Lots

In addition to the annual, special, specific, and other assessments provided for herein, the purchaser or grantee of every Lot subject to this Declaration on the recording date hereof shall be assessed and be subject to a non-refundable Capital Contribution Assessment. The Capital Contribution Assessment shall be collected at the closing of each and every conveyance or transfer of the Lot to any person other than to the spouse or heir of the Owner. The Capital Contribution Assessment shall be in an amount up to the annual assessment on the Lot in effect at the time of the closing when the Capital Contribution Assessment is due as determined by the Board. The Capital Contribution Assessment shall not constitute an advance payment of the annual assessment. The Capital Contribution Assessment shall constitute a specific assessment against such Lot, a continuing lien against such Lot, and a personal obligation of the Owner of such Lot.

h. Foreclosure Administration Fee

It is recognized that foreclosures of mortgages on Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the Cobb County, Georgia land records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure-purchaser regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with a single Lot. Pursuant to this Declaration and O.C.G.A. § 44-3-225(a) of the Act, the Association is authorized to assess individual Owners certain fees and expenses occasioned by and benefiting just those Owners or those Owners' Lots. In accordance with these provisions, and in addition to annual, special, specific and other assessments provided for in this Declaration, any Person who acquires a Lot at a foreclosure sale of the mortgage on such Lot, or by deed in lieu of foreclosure, will be required to pay the Association a Foreclosure Administrative Fee in an amount up to the annual assessment at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the Cobb County, Georgia records. The Foreclosure Administrative Fee shall constitute a specific assessment against such Lot, a continuing lien against such Lot, and a personal obligation of the Owner of such Lot. The Foreclosure Administration Fee is in addition to the Capital Contribution Assessment referenced in Section 2(g) above.

i. Statement of Account

Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments and charges due and unpaid, including but not limited to any late charges, interest, fines, attorneys' fees or other charges against such Lot. The Association shall respond in writing within five business days of receipt of the request for a statement; provide, however, the Association may require the payment of a reasonable fee, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of the assessments due on the Lot as of the date specified therein, if such statement is reasonably relied upon in connection with the issuance of any Mortgage on such Lot.

j. Surplus Funds and Common Profits

Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be: (1) distributed to the Owners; (2) credited to the next assessment chargeable to the Owners; or (3) added to the Association's capital reserve account.

6.

**Article V, Section 5.11 of the Declaration is hereby amended by deleting the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) sentences thereof**

**"If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof."**

**and substituting the following therefor:**

**"If the Board shall agree with the determination of the ACC with respect to the violation, then the Board shall take enforcement action in accordance with Article VIII of this Declaration."**

7.

**Article VI, Section 6.02 of the Declaration is hereby amended by deleting the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) sentences thereof**

**"If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by**

**certified mail, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof.”**

**and substituting the following therefor:**

“If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to remedy the condition in question, then the Board shall take enforcement action in accordance with Article VIII of this Declaration.”

8.

**Article VIII of the Declaration is hereby amended by deleting the Section in its entirety and substituting the following therefor:**

Article VIII Enforcement

Section 8.01. Enforcement

(a) Compliance with Association’s Governing Legal Documents

The Development shall be used only for those uses and purposes set out in the Declaration. The Board of Directors shall have the authority to make, modify, repeal and enforce reasonable rules and regulations governing the conduct, use, and enjoyment of the Lots and Common Property; provided copies of all such rules and regulations shall be furnished to all Owners and Occupants. Any rule or regulation may be repealed by the affirmative vote or written consent of a majority of the Total Association Vote at an annual or special meeting of the membership.

All Owners, Occupants and their guests shall comply with the Association’s Governing Legal Documents. The Association, and in an appropriate case, one or more aggrieved Owners, may take action to enforce the terms of the Association’s Governing Legal Documents directly against all Violators. However, if an Owner’s family member, guest or Occupant violates the Association’s Governing Legal Documents, the Association, in its sole discretion, is permitted to enforce the terms of the Association’s Governing Legal Documents against: (1) only the Owner; (2) only the violating family member, guest or Occupant; or (3) both the Owner and the violating family member, guest or Occupant. Notwithstanding anything herein to the contrary, the Owner of the Lot is always ultimately responsible for his or her own actions and the actions of all family members, Occupants and guests of such Lot.

The Association’s Governing Legal Documents and the restrictions contained therein shall inure to the benefit of the Association and each Owner., and nothing herein shall be construed to affect the rights of an aggrieved Owner or Occupant to proceed independently for relief from interference with his or her personal or property rights against a Person violating the Association’s Governing Legal Documents. The Board of Directors may, in its discretion, require the aggrieved Owner or Occupant to independently pursue all available remedies under Georgia law against the Violator before the Association intervenes and commences enforcement action against such Violator.

(b) Types of Enforcement Actions

In the event of a violation of the Association’s Governing Legal Documents, the Association shall have the power to take any or all of the following actions separately or simultaneously; provided, however, all suspensions and fines shall comply with the procedures described below and nothing herein shall authorize the Association or the Board to deny ingress and egress to or from a Lot:

- (i) Suspend all Violators’ rights to use the Common Property;

- (ii) Suspend the voting rights of a violating Owner;
- (iii) Impose reasonable fines against all Violators, which shall constitute a lien on the violating Owner's Lot;
- (iv) Use self-help to remedy the violation;
- (v) Bring an action for permanent injunction, temporary injunction and/or specific performance to compel the Violator to cease and/or correct the violation; and
- (vi) Record in the Cobb County land records a notice of violation identifying any uncured violation of the Association's Governing Legal Documents regarding the Lot.

(c) Suspension and Fining Procedure

Except as provided below, before imposing fines or suspending right to use the Common Property or the right to vote, the Association shall give a written violation notice to the Violator as provided below.

(i) Violation Notice

The written violation notice to the Violator shall:

- (1) Identify the violation, suspension(s) and/or fine(s) being imposed; and
- (2) Advise the Violator of the right to request a violation hearing before the Board of Directors to contest the violation or request reconsideration suspension(s) or the fine(s).

Notwithstanding the Violator's right to request a violation hearing, suspension(s) and/or fine(s) shall commence on the date of the written violation notice, unless a later date is specified in such notice.

(ii) Violation Hearing

If the Violator submits a written request for a violation hearing within 10 days of the date of the violation notice described above, then the Board of Directors shall schedule and hold, in executive session, a violation hearing. If a Violator fails to timely request a violation hearing, such Violator loses the right to contest the violation and request reconsideration of the suspension(s) and/or the fine(s). If a Violator timely requests a violation hearing, the Violator shall have a reasonable opportunity to address the Board regarding the violation; provided, however, the Board may establish rules of conduct for the violation hearing, including but not limited to, limits on the amount of time one person can speak and limits on the number of participants who may be present at one time. The minutes of the violation hearing shall contain a written statement of the results of such hearing.

(iii) No Violation Notice and Hearing Required

No violation notice or violation hearing shall be required to:

- (1) impose late charges on delinquent assessments; or,
- (2) suspend a violating Owner's voting rights if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case

suspension of the violating Owner's right to vote shall be automatic and shall continue until the violation no longer exists or the Board of Directors otherwise reinstates such rights in writing; or,

- (3) suspend a Violator's right to use the Common Property if the Violator's Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, in which case suspension of the Violator's right to use the Common Property shall be automatic (which shall allow the Association to tow and/or boot a Violator's vehicle located on the Common Property without complying with the Suspension and Fining Procedures described above); or,
- (4) engage in self-help in an emergency; or,
- (5) impose fines for each day of a continuing violation, in which case, each day the violation continues or occurs again constitutes a separate violation and fine(s) may be imposed on a per diem basis without any further notice to the Violator; or
- (6) impose fines if the same violation occurs again on the same Lot, in which case fine(s) may be imposed on a per diem basis without any further notice to the Violator.

(d) Self-Help

In addition to all other enforcement rights granted herein, the Board of Directors may elect to enforce any provision of the Association's Governing Legal Documents by self-help without the necessity for compliance with the Suspension and Fining Procedures described above.

By way of example and not limitation, the Association or its duly authorized agent shall have the authority to tow vehicles that are in violation of parking regulations and enter a Lot, Dwelling or any portion of the Common Property to abate or remove any structure, thing or condition that violates the Association's Governing Legal Documents. Unless an emergency exists, before exercising self-help, the Association shall give the Violator at least five days prior written notice. Such notice shall request that the Violator remove and abate the violation and restore the Lot to substantially the same condition that existed prior to the structure, thing or condition being placed on the Lot and causing the violation. Such removal, abatement and restoration shall be accomplished at the Violator's sole cost and expense. If the same violation occurs again on the same Lot, the Association may exercise self-help without any further notice to the Violator.

(e) Injunctions and Other Suits at Law or in Equity

All Owners agree and acknowledge that there may not be adequate remedies at law to enforce the Association's Governing Legal Documents. Therefore, in addition to all other enforcement rights granted herein, the Association is hereby entitled to bring an action for permanent injunction, temporary injunction and/or specific performance to compel a Violator to cease and desist and/or correct any violation.

(f) Costs and Attorneys' Fees for Enforcement Actions

In any action taken by the Association to enforce the Association's Governing Legal Documents, the Association shall be entitled to recover from the Violator, any and all costs incurred by the Association, including but not limited to attorneys' fees actually incurred, all of which shall constitute a lien against the violating Owner's Lot.

(g) Failure to Enforce

The Board of Directors has the sole discretion to decide which, if any, enforcement action to pursue against each Violator. The failure of the Board to enforce any provision of the Association's Governing Legal Documents shall not be deemed a waiver of the right of the Board to do so thereafter. No right of action shall exist against the Association for failure to enforce if the Board of Directors determines that:

- (i) the Association's position is not strong enough to justify taking enforcement action;
- (ii) a particular violation is not of such a material nature as to be objectionable to a reasonable person;
- (iii) a particular violation is not of such a material nature to justify the expense and resources to pursue or continue to pursue enforcement action;
- (iv) the aggrieved Owner or Occupant asserting a failure of enforcement has not independently pursued all available individual remedies under Georgia law; or
- (v) the Association enforces only against an Owner for the violation of the Owner's family member, guest or Occupant or the Association does not enforce against the Owner and enforces only against the violating family member, guest or Occupant.

9.

**Article IX of the Declaration is hereby amended by deleting that Article in its entirety and substituting the following therefor:**

Article IX Duration and Amendment

Section 9.01. Duration

The covenants and restrictions of this Declaration shall run with and bind the real property in the Property perpetually to the extent provided in the Act.

Section 9.02. Amendment

Except where a higher vote is required for action under any other provisions of this Declaration, the Bylaws or by the Act, this Declaration may be amended with the approval of Owners holding 66-2/3% of the total eligible Association vote via ballot, written consent, at a meeting or via electronic means. Notice of a meeting, if any, at which a proposed amendment will be considered, shall state the fact of consideration and the subject matter of the proposed amendment. No amendment shall be effective until certified by the President and Secretary of the Association and recorded in the Cobb County, Georgia land records.

Notwithstanding the foregoing, the Board of Directors, without the necessity of a vote from the Owners, may amend this Declaration and the Bylaws to comply with any applicable state, city or federal law, including but not limited to, compliance with applicable guidelines of the Federal National Mortgage Association ("Fannie Mae"), Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Department of Housing and Urban Community ("HUD") and the Veterans Administration ("VA"), or to resolve conflicts between this Declaration, the Bylaws, the Articles, and applicable laws.

No Person shall be permitted to bring any legal action to challenge the validity of an amendment to this Declaration more than one year after the recording thereof in the Cobb County, Georgia land records.

10.

**Article XII, Section 12.05 of the Declaration is hereby amended by deleting that Section in its entirety and substituting the following therefor:**

12.05. Notices.

(a) Method of Giving Notices.

Unless otherwise prohibited by the Bylaws or the Declaration, all notices and other communications required or permitted by the Bylaws or the Declaration shall be in writing and shall be given by:

- (i) Personal delivery;
- (ii) United States mail, first class, postage prepaid;
- (iii) Statutory overnight delivery;
- (iv) Electronic mail;
- (v) Facsimile; or
- (vi) A secure web site, provided that notice shall be deemed given via web site only upon proof that the addressee has retrieved the message.

If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed notice to all.

(b) Address For Notices.

Notices given by one of the methods described above shall be given:

- (1) If to a Lot Owner, to the address, electronic mail address or facsimile number that the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Owner;
- (2) If to an Occupant, to the address, electronic mail address or facsimile number that the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Lot occupied; or
- (3) If to the Association, the Board of Directors or the managing agent, to the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Owners of any such change in address.

11.

**Article XII of the Declaration is hereby amended by adding the following Section to the end thereof:**

12.07. Conflicts.

The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation, and these Bylaws, together with those reasonably implied to affect the purposes of the Association. If there is a conflict or inconsistency between the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation or these Bylaws, such laws and documents, in that order, shall prevail.

12.

**Article I, Section 1.04 of the Bylaws is hereby amended by deleting the phrase “by the Board of Directors” from the last sentence thereof.**

13.

**Article III, Section 3.03 of the Bylaws is hereby amended by deleting this Section in its entirety and substituting the following therefor:**

3.03 Number, Election and Term of Office. The Board of Directors shall consist of five members who shall be the Officers of the Association. Directors shall serve two-year terms staggered in accordance with Article IV, Section 4.02 of the Bylaws. Directors shall serve until their successors are elected or their death, resignation, removal, or disqualification.

14.

**Article III, Section 3.20 of the Bylaws is hereby amended by deleting this Section in its entirety and substituting the following therefor:**

3.20 Action Outside of a Meeting. The Board of Directors may take action outside of a properly called meeting if a majority of the eligible Directors consent in writing to such action. Such signed, written consents must describe the action taken outside a meeting and be filed with the minutes of the Board meetings.

15.

**Article VI, Section 6.01 of the Bylaws is hereby amended by deleting this Section in its entirety and substituting the following therefor:**

6.01 Notices. Notices to Owners and the Association shall be sent in accordance with Article XII, Section 12.05 of the Declaration.

16.

**Article VI, Section 6.06 of the Bylaws is hereby amended by deleting this Section in its entirety and substituting the following therefor:**

6.06 Conflicts. Conflicts in the Association’s Governing Documents shall be addressed in accordance with Article XII, Section 12.07 of the Declaration.

17.

**Article VI, Section 6.10 of the Bylaws is hereby amended by deleting this Section in its entirety and substituting the following therefor:**

6.10 Books and Records. To the extent provided in O.C.G.A. Section 14-3-1602, and upon written request received at least five business days before the date requested for an inspection, all Association Owners shall be entitled to inspect the Association’s books and records at a reasonable time and location specified by the Association. The Association can limit the length of time of each inspection, but such time limit shall not be less than two hours per inspection. The Association may impose a reasonable charge, covering the cost of labor, materials and copies of any documents, including but not limited to the customary copy charge, the hourly fee of the Association’s agent supervising such inspection, and any

fees or costs for providing electronic copies of records. To prevent abuse of an Owner's inspection rights, records previously inspected by an Owner are not subject to inspection again by the same Owner more than once per year.

Notwithstanding anything to the contrary, the Board may limit or preclude the inspection of confidential or privileged documents, including but not limited to, attorney/client privileged communication, executive session meeting minutes, and financial records, violations history and notices, or accounts of other Owners. Minutes of all meetings of the membership and the Board become official Association records when approved by the membership or the Board, as applicable.

IN WITNESS WHEREOF, the undersigned Officers of Cameron Glen Homeowners Association, Inc., hereby certify that the above amendments to the Declaration and Bylaws were duly adopted by a signed agreement executed by the required majority of the Association and its membership, with any required notices duly given.

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

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

**CAMERON GLEN HOMEOWNERS  
ASSOCIATION, INC.**

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Notary Public  
[Notary Seal]

[CORPORATE SEAL]

MEMBER APPROVAL REQUIRED