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Upon recording, return to:
All-In-One Community Management
110 Evans Mill Drive Ste 702
Dallas, GA 30157
Attn: Andrew Bunker

Cross Reference: Deed Book 7520,
Page 1

**COUNTY OF COBB
STATE OF GEORGIA**

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CAMDEN POINTE SUBDIVISION**

This amendment to the Declaration of Covenants, Conditions and Restrictions for Camden Pointe Subdivision ("Amendment") is made on the date hereinafter set forth below by the Camden Pointe Homeowners Association, Inc. ("Association").

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Camden Pointe Subdivision was recorded in Deed Book 7451, Page 172 of the Cobb County, Georgia land records, and re-recorded in Deed Book 7520, Page 1 of the aforesaid records to affix corporate seals (hereinafter, as amended from time to time, the "Declaration");

WHEREAS, the capitalized terms used herein shall have the meaning set forth in the Declaration unless otherwise defined herein;

WHEREAS, Article IX, Section 2 of the Declaration states that "These Covenants may be amended at any time and from time to time by an agreement signed by at least seventy five (75%) percent of the Owners";

WHEREAS, Declarant is no longer the owner of any real property subject to the Declaration and this Amendment does not affect the Declarant's right to add additional property to the Declaration and, thus, the Declarant's consent is not required for this Amendment;

WHEREAS, this Amendment does not alter, modify, change or rescind any right, title, interest or privilege granted or accorded to the holder of any mortgage encumbering any Lot or the Common Area; provided, however, in the event a court of competent jurisdiction determines that this Amendment does alter, modify, change or rescind any right, title, interest or privilege granted or accorded to a mortgage holder without such mortgage holder's consent to this Amendment, then this Amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this Amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected mortgage holders;

WHEREAS, at least seventy five (75%) percent of the Owners desire to and have approved this Amendment by executing individual agreement forms to consent to and approve said change, which forms are on file with and maintained in the Association's records and are

incorporated herein by reference as permitted in Bowman v. Walnut Mountain Property Owners Association, Inc., 251 Ga. App. 91, 553 S.E.2d 389 (2001);

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

Article IV of the Declaration is hereby amended by adding the following Section 10 thereto:

Section 10. Initiation Fee. Each time a Lot is sold (transferred for value) the Association may charge a one-time initiation fee in an amount to be set by the Board not to exceed the amount of the then current annual assessment. Current fee is \$588.00. The initiation fee shall be considered a specific assessment and shall be charged to any purchaser of a Lot. The initiation fee is in addition to the annual assessment and shall not be considered an advance upon the payment of the annual assessment. A delinquent initiation fee may be collected in the same manner as other assessments, including the filing of a lien. The Initiation Fee shall not apply to Lots transferred as the result of a foreclosure of a Security Deed.

ALL OTHER PROVISIONS OF SAID DECLARATION SHALL REMAIN UNCHANGED.

IN WITNESS WHEREOF, the foregoing Amendment is executed by the undersigned duly authorized officer of the Association, and said officer hereby swears and certifies that, after any duly required notice, at least seventy five (75%) percent of the Owners have approved this Amendment.

This 12 day of April, 2023.

CAMDEN POINTE HOMEOWNERS
ASSOCIATION, INC.

By: Scott Nativ
President

Attest: Sharon J. Nims
Treasurer

Sworn to and subscribed to before
me this 12 day of April, 2023.

Erinna Brines
Witness

Shannon Jones
Notary Public

