

Return to:
McLeod & Murdock, Attorneys at Law
4420 Evans to Locks Road
Evans, GA 30809

CINDY MASON
Clerk Superior Court, COLUMBIA
County, Ga.
Bk 13163 Pg 0237-0238
Penalty: \$0.00
Interest: \$0.00
Participants: 4800995255
\$(PT61)

Cross-reference with Deed Book 10054, page 28

STATE OF GEORGIA)
)
COUNTY OF COLUMBIA)

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
ESTABLISHING AND PROVIDING FOR
KELARIE COMMUNITY ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions Establishing and Providing for Kellarie Community Association, Inc., dated October 6th, 2015 is recorded in the Office of the Clerk of Superior Court of Columbia County, Georgia in Deed Book 10054, page 28 through page 53, as subsequently amended; and

WHEREAS, COEL Development Co, Inc. and Stephen Beazley Builders, Inc. reserve unto itself, its successors and assigns, the right to amend this Declaration or any portion thereof as it may deem necessary because all lots have not been sold and the rights to amend have not been assigned to the Association; and

WHEREAS, COEL Development Co, Inc. and Stephen Beazley Builders, Inc. desire to amend the Declaration of Covenants and Restrictions Established and Providing for Kellarie Community Association, Inc.; and

NOW, THEREFORE, for One & 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COEL Development Co, Inc. and Stephen Beazley Builders, Inc. do hereby amend the Declaration of Covenants and

Restrictions Establishing and Providing for Kellarie Community Association, Inc. dated October 6th, 2015, by deleting Article V, Section 1, in its entirety and replacing it with the following enumerated provisions and restrictions.

ARTICLE V

COVENANTS FOR ASSESSMENTS

Section 1. **Creation of the Lien and Personal Obligations of Assessments.** The Company covenants, and each Owner of any Residential Lot or Family Dwelling Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) A one-time initiation fee of \$250.00; (2) regular annual assessments or charges; and (3) special assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular annual assessment and special assessments together with such interest thereon and cost of collection therefore as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Residential Lot or Family Dwelling Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

This Amendment is made and entered into this 12th day of January, 2021.

Sworn to and subscribed

Before me this 12th day of January, 2021.

Witness

Notary Public

My commission expires: 6/1/2024

COEL Development Co, Inc.

Bill B. Beazley
As its: President

Stephen Beazley Builders, Inc.

Stephen Beazley
As its: President

