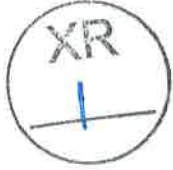




REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.



Please return recorded instrument to:
Steven M. Winter, Esq.
Winter Capriola Zenner, LLC
3490 Piedmont Road, N.E., Suite 800
Atlanta, Georgia 30305

STATE OF GEORGIA
COUNTY OF COBB

Reference: Deed Book 8501
Page 213

**THIRD AMENDMENT TO THE BYLAWS OF
ECHO MILL NEIGHBORHOOD ASSOCIATION, INC.**

This Third Amendment to the Bylaws of Echo Mill Neighborhood Association, Inc. (hereinafter the "Amendment") is made effective as of the 12th day of August, 2013 by Echo Mill Neighborhood Association, Inc. (hereinafter, the "Association") in accordance with the provisions of said Bylaws.

WITNESSETH

WHEREAS, Echo Mill is a residential subdivision created pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for Echo Mill recorded September 26, 1994, in Deed Book 8501, Page 213, *et seq.*, Cobb County, Georgia records (hereinafter, as amended and supplemented, the "Declaration"); and

WHEREAS, Echo Mill has been submitted to the Georgia Property Owners Association Act, O.C.G.A. § 44-3-220, *et seq.* (the "Act"); and

WHEREAS, Bylaws of the Association (hereinafter, the "Bylaws") were attached as Exhibit "E" to and recorded with the Declaration; and

WHEREAS, the Association is the "Association" as said term is defined in the Declaration; and

WHEREAS, pursuant to Section 44-3-226 of the Act, the Bylaws may be amended by the agreement of the Owners of Units to which two-thirds (2/3) of the votes in the Association pertain; and

WHEREAS, the Owners of Units to which two-thirds (2/3) of the votes in the Association pertain desire to amend the Bylaws and have approved this Amendment; and

WHEREAS, this Amendment has been approved by the members of the Association in the manner set forth herein, as evidenced by the sworn statement of the President and Secretary of the Association attached hereto as Exhibit "A" and by this reference made a part hereof;

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

1. Article III, Section 3.1 of the Bylaws, entitled Governing Body; Composition, is hereby amended by deleting said Section 3.1 in its entirety and substituting in its place the following:

"3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one equal vote. The directors shall be Members or spouses of such Members; provided, however, that no Member and his or her spouse may serve on the Board at the same time. In the case of a Member which is not a natural person, any officer, director, partner, employee or trust officer of such Member shall be eligible to serve as a director; provided that no Member may have more than one such representative on the Board at a time."

2. Article III, Section 3.24 of the Bylaws, entitled Enforcement, is hereby amended by deleting said Section 3.24 in its entirety and substituting in its place the following:

"3.24 Enforcement. Each Owner and occupant of a Unit shall comply strictly with the Governing Documents. In addition to such other rights as are specifically granted under the Declaration, the Board shall have the power to impose reasonable monetary fines, which shall constitute a lien upon the Unit of the violator, and to suspend an Owner's right to vote or use the Common Area (for purposes other than ingress and egress to and from an Owner's Unit) for violation of any duty imposed under the Governing Documents. In addition, the Board may suspend any services provided by the Association to an Owner or Owner's Unit if the Owner is more than 30 days delinquent in paying any assessment or other charges owed to the Association. In the event that any occupant, tenant, employee, guest or invitee of a Unit violates the Governing Documents for which a fine is imposed, the fine shall be assessed against the Unit and the Owner thereof. The failure of the Board to enforce any provision of the Governing Documents shall not be deemed a waiver of the right of the Board to do so thereafter."

3. Article VI, Section 6.5 of the Bylaws, entitled Notices, is hereby amended by adding a new paragraph to the end thereof, which shall read as follows:

"Notwithstanding the foregoing, all notices, demands, bills, statements, and other communications under the Governing Documents shall be deemed to have been duly given if sent by email (i) if to a Member, to the email address which the member has designated in writing and filed with the Secretary; (ii) if to the Association, to the email address as shall be designated by notice in writing to the Members pursuant to this Section."

4. Article VI of the Bylaws is hereby amended by adding to the end thereof a new Section 6.7, entitled Electronic Records, Signatures and Documents, which Section 6.7 shall read as follows:

"6.7 Electronic Records, Signatures and Documents. To the extent permitted by Georgia law, the Declaration and these Bylaws, the Association and its officers, directors and Members, Owners and occupants may perform any obligation or exercise any right by use of technological means providing sufficient security, reliability, identification and verifiability, which technological means have been approved by the Board in its sole discretion.

Acceptable technological means of creating an electronic transmission may include, without limitation, electronic communication over the internet, telecopier or email. An electronic transmission which is transmitted by a Member that evidences a Member's consent or approval on a ballot, requests or demands an action to be taken by the Association, or provides notice to the Association under these Bylaws or the Declaration shall be deemed to be written, signed, and dated for the purpose of these Bylaws and the Declaration, provided that any such electronic transmission sets forth or is delivered with information from which the Association can determine: (1) that the electronic transmission was transmitted by the Member and (2) the date on which such Member transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent, request, demand, or notice was signed. Except as may be otherwise provided in the Declaration or these Bylaws, records, signatures and notices which are accepted, created or given by the Board shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically.

(a) Use of Electronic Signatures. Wherever the Declaration or these Bylaws permit an action to be taken by electronic communication, the Board may accept an electronic signature as valid if:

(1) the signature is easily capable of verification, under the sole control of the signatory, and attached to the electronic document in such a way that the document cannot be modified without invalidating the signature; or

(2) the Board reasonably believes that the signatory affixed the signature with the intent to sign the electronic document, and that the electronic document has not been modified since the signature was affixed.

(b) Verification and Liability for Falsification. The Board may require reasonable verification of any electronic signature, document, record or instrument. Pending verification, the Board may refuse to accept any electronic signature, document, record or instrument which, in the sole discretion of the Board, is not clearly authentic. Any Member or Person who negligently, recklessly or intentionally submits any falsified electronic document or unauthorized electronic signature shall fully indemnify the Association for actual damages and reasonable attorneys' fees and other expenses incurred as a result of such act(s).

(c) Non-Technology Alternatives. If any Owner, occupant or third party does not have the capability or desire to conduct business using electronic or other technological means, the Association shall make reasonable accommodation, at its expense, for such person to conduct business with the Association without use of such electronic or other means until such means has become generally (if not universally) accepted in similar projects in the area."

5. In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Bylaws of the Association, the terms of this Amendment shall control.

6. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings set forth in the Bylaws.

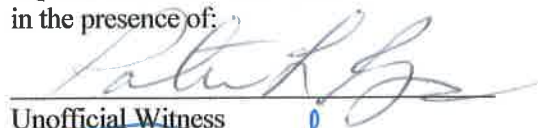
7. Except as herein modified and amended, the Bylaws shall remain in full force and effect. This Amendment was prepared by Steven M. Winter, Esq. of Winter Capriola Zenner, LLC, 3490 Piedmont Road, N.E., Suite 800, Atlanta, Georgia 30305.

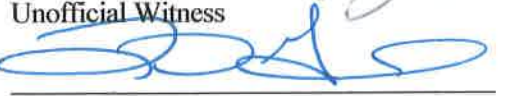
IN WITNESS WHEREOF, the undersigned officers of the Association hereby execute this Amendment on the date and year first above written.


ASSOCIATION:

**ECHO MILL NEIGHBORHOOD
ASSOCIATION, INC., a Georgia nonprofit
corporation**

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public
My Commission Expires: 5-13-2014

By: 
President

Attest: 
Secretary

[Notary Seal]



EXHIBIT A
CERTIFICATION OF APPROVAL

The undersigned officers of Echo Mill Neighborhood Association, Inc. hereby swear under oath that the above Amendment was approved by the requisite percentage of members of the Association and that any notices required by applicable law were properly given.

Sworn to and subscribed
before me this 12th day of August, 2013


_____, President



Notary Public


_____, Secretary

My Commission Expires: 5-13-2014

[Notary Seal]

