

STATE OF GEORGIA
COUNTY OF COBB

Jay C. Stephenson

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Clerk of Superior Court Cobb Cty. Ga.

Mail

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18.

Cross Reference: Deed Book 8501, Page 213.

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ECHO MILL

This Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill ("Amendment") is made on the date hereinafter set forth by Echo Mill Neighborhood Association, Inc. ("Association").

WITNESSETH

WHEREAS, Cousins Real Estate Corporation recorded that certain Declaration of Covenants, Conditions, and Restrictions for Echo Mill, on September 26th, 1994, in Deed Book 8501, Page 213, *et seq.*, as amended, in the public land records of COBB County, Georgia, ("Original Declaration"); and

WHEREAS, Section 15.2 of the Original Declaration provided for submission of the Original Declaration into the Georgia Property Owners' Association Act (O.C.G.A. 44-3-220, *et. seq.* by vote of the Board of Directors for Echo Mill Neighborhood Association, Inc.; and

WHEREAS, after a properly noticed meeting and required quorum was obtained, the Board of Directors voted to submit the Original Declaration to the Georgia Property Owners' Association Act (O.C.G.A. 44-3-220, *et. seq.* ; and

WHEREAS, the amendments provided for herein are not material with respect to first Mortgagees in that they do not materially and adversely affect the security title or interest of any first Mortgagee; provided, however, in the event a court of competent jurisdiction determines that these amendments do materially and adversely affect the security title or interest of any first Mortgagee without such first Mortgagee's consent to these amendments, then these amendments shall not be binding on the first Mortgagee so involved, unless such first Mortgagee consents to these amendments; and if such consent is not forthcoming, then the provisions of the Declaration prior to these amendments shall control with respect to the affected first Mortgagees.

THIS AMENDMENT HERBY SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS' ASSOCIATION ACT, O.C.G.A. SECTIONS 44-3-220, ET. SEQ., CLOSING ATTORNEYS AND TITLE EXAMINERS MUST CONTACT THE ASSOCIATION FOR INFORMATION REGARDING LIENS, DELINQUENCIES, AND OTHER COVENANT VIOLATIONS..

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

1.

The following sentence is added to the end of the recitals on page one of the Original Declaration:

The Properties constitute a residential property owners development which hereby submit to the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as amended.

2.

Article I Definitions, a new Section 1.30 "Act" is added as follows:

Section ____ . "Act" shall mean the Georgia Property Owners' Association Act, O.C.G.A. Section 44-3-220, et seq. (Michie 1982), as such Act may be amended from time to time.

3.

Article VIII Covenant of and Obligation for Assessments, Section 8.1(b). Personal Obligation and Lien is hereby deleted in its entirety and the following is substituted in its place:

Section 8.1(b). Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association for each Lot owned: (a) annual assessments or charges; (b) special assessments, such assessments to be established and collected as hereinafter provided; and (c) specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration or Bylaws. All such assessments, together with late charges, interest, costs, and reasonable attorney fees actually incurred by the Association or assessed against the Lot Owner, in the maximum amount permitted under the Act, shall be a charge on the Lot and home and shall be a continuing lien upon the Lot and home against which each assessment is made. Such amounts shall also be the personal obligation of the Owner of such Lot and home at the time when the assessment fell due. No Owner may exempt himself or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever.

Such lien shall be superior to all other liens and encumbrances on such Lot, except for (a) liens for ad valorem taxes on the Lot; (b) the lien of any first priority mortgage covering the Lot and the lien of any mortgage recorded prior to the recording of the Declaration; or (c) the lien of any secondary purchase money mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Lot.

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; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall not apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure.

Assessments shall be paid at a uniform rate per Lot in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided by the Board, the assessment shall be paid in annual installments.

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 due and unpaid, including any late charges, interest, fines, or other charges against a Lot. The Association shall respond in writing within five (5) business days of receipt of the request for a statement; provided, however, the Association may require the payment of a reasonable fee as authorized under the Act as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of 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.

4.

Article VIII Covenant of and Obligation for Assessments., Section 8.7. Lien for Assessments . is hereby deleted in its entirety, and the following is substituted in its place:

Section 8.7. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessments or installments thereof, which are not paid when due shall be delinquent, and shall incur a late charge equal to the greater of ten dollars (\$10.00) or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act. If the assessment is not paid when due a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, and interest at the rate of ten percent (10%) per annum, or such higher amounts as may be authorized by the Act, on the principal amount due (including the late charge), all costs of collection, reasonable attorney fees actually incurred, and any other amounts provided or permitted by law, including charges for returned checks due to insufficient funds or stopped payment. The Association may also file a Statement of Delinquent Assessments & Notice of Statutory Lien on the county lien records. If the Board permits payment of the annual assessments in installments, and any assessment or other charge is not paid in full within ten (10) days of the due date, then the Board may accelerate and declare immediately due and payable any installments of the annual assessment.

In the event that the assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts and/or to foreclose its lien. Each Owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents the right and power to bring all actions against him or her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

No Owner may waive or otherwise exempt themselves from liability for the assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

Partial payments shall not constitute payment in full, unless agreed to in writing by the Association. Any partial payments shall be applied in the following order of priority: attorney's fees, collection costs, late charges, interest, then to the oldest principal amount for delinquent assessments. The Association may allow any assessments, fines, or fees to be paid in installments, and may charge a reasonable service fee thereon.

The lien for the assessments provided for herein shall have the priority provided for in the Act.

5.

Article XV General Provisions, Section 15.1. Duration, is hereby deleted in its entirety, and the following is substituted in its place:

Section 15.1. Duration.

The covenants and restrictions of this Declaration shall run with and bind the Properties perpetually to the extent provided for in the Act.

6.

Article XV General Provisions, Section 15.2. Amendment, is hereby deleted in its entirety, and the following is substituted in its place:

Section 15.2. Amendment.

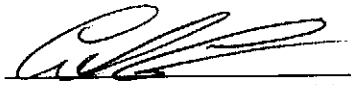
This Declaration may be amended upon the affirmative vote or written consent, or any combination thereof, of at least two-thirds (2/3rds) of the Total Association Vote. "Total Association Vote" means all of the votes attributable to members of the Association, but does not include those Lot Owners who have had their right to vote suspended pursuant to the Declaration.

**ALL OTHER PROVISIONS OF SAID DECLARATION FOR
ECHO MILL SHALL REMAIN UNCHANGED.**

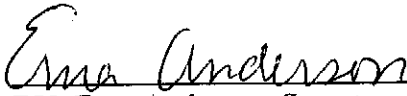
IN WITNESS WHEREOF, this Amendment to the Declaration is executed by the undersigned Officers of the Association, and said Officers hereby attest under oath that after a properly noticed meeting and required quorum was obtained, the Board of Directors voted to submit the Original Declaration to the Georgia Property Owners' Association Act (O.C.G.A. 44-3-220, et. seq.) as per the above provisions.

This 16th day of January, 2009.

ECHO MILL NEIGHBORHOOD ASSOCIATION, INC.



BY: Glenn Carnes, President



BY: Erna Anderson, Secretary



Witness

Sworn to and subscribed
before me this Friday, January 16, 2009.



Ana Marcela Rountree
Notary Public
My Commission expires Oct. 5, 2012.

