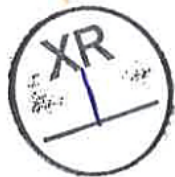


Deed Book 15443 Pg 3820
Filed and Recorded May-19-2017 02:11pm
2017-0055891
Real Estate Transfer Tax \$0.00
Georgia Intangible Tax Paid \$0.00



Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.



ENVU

Return after recording to:
Steven M. Winter, Esq.
Winter, Capriola, Zenner LLC
3490 Piedmont Road, N.E.
Suite 800
Atlanta, Georgia 30305

Cross Reference: Deed Book 3863
Page 236

FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF ECHO MILL NEIGHBORHOOD ASSOCIATION, INC.

This Fifth Amendment to the Declaration of Covenant, Conditions and Restrictions of Echo Mill Neighborhood Association, Inc. (hereinafter the "Amendment") is made effective as of the 14th day of May, 2017 by Echo Mill Neighborhood Association, Inc. (hereinafter, the "Association") in accordance with the provisions of said Declaration of Covenants, Conditions and Restrictions.

WITNESSETH

WHEREAS, on September 26, 1994, Cousins Real Estate Corporation (the "Declarant") recorded that certain Declaration of Covenants, Conditions, and Restrictions for Echo Mill in Deed Book 8501, Page 213, *et seq.*, Cobb County, Georgia records; as amended by that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded on February 10, 1995 in Deed Book 8722, Page 212, *et seq.*, aforesaid records; as amended by that certain Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded on July 31, 1995 in Deed Book 9005, Page 236, *et seq.*, aforesaid records; as amended by that certain Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded on February 27, 1996 in Deed Book 9436, Page 268, *et seq.*, aforesaid records; and as amended by that certain Amendment to the Declaration of Covenants, Conditions, and Restrictions for Echo Mill, recorded on March 23, 2009 in Deed Book 14676, Page 5112, *et seq.*, aforesaid records (hereinafter, as amended and supplemented, the "Declaration"); and

WHEREAS, Echo Mill Neighborhood Association, Inc. is the "Association" as said term is used and defined in 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 Echo Mill Neighborhood Association, Inc. were recorded with the Declaration and attached thereto as Exhibit "E" (hereinafter, the "Bylaws"); and

WHEREAS, pursuant to Section 44-3-226 of the Act, the Declaration 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 Declaration 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 Declaration is hereby amended as follows:

1. Article VIII of the Declaration is hereby amended by adding a new Section 8.11 thereto, entitled Capital Contribution Assessment upon Transfer of Units, which shall read as follows:

"8.11 Capital Contribution Assessment upon Transfer of Units. Upon each and every transfer or conveyance of a Unit, the transferee or grantee becoming the Owner of the Unit shall be obligated to pay to the Association, in addition to all other assessments levied under this Declaration, simultaneously upon such transfer or conveyance, a non-refundable assessment in an amount equal to the then current annual assessment (hereinafter, the "Capital Contribution Assessment"). The Capital Contribution Assessment shall be collected and paid to the Association at the closing of each sale, transfer or conveyance of a Unit. The Capital Contribution Assessment shall constitute an assessment under this Declaration and shall be collected in the same manner provided in this Declaration for the collection of all other assessments. Notwithstanding the foregoing, the Capital Contribution Assessment shall not be due from (i) any grantee who is the spouse or former spouse of the grantor; (ii) any grantee to whom a Unit is transferred by will or under the laws of intestacy; (iii) any grantee to whom a Unit is transferred as a gift, that is, gratuitously and without legal and valuable consideration; and (iv) any Person who takes title to a Unit through foreclosure of any first Mortgage or any secondary purchase money Mortgage, provided that neither the grantee or any successor grantee of the Mortgage is the seller of the Unit. The Capital Contribution Assessment shall not constitute an advance payment of annual assessments."

2. In the event of any conflict or inconsistency between the provisions of this Amendment and the terms of the Declaration and/or Bylaws of the Association, the terms of this Amendment shall control. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings set forth in the Declaration. Except as herein modified and amended, the Declaration shall remain in full force and effect. This Amendment shall be effective upon recordation in the Cobb County, Georgia records. 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.

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

Signed, sealed and delivered
in the presence of:

[Handwritten Signature]

Unofficial Witness

[Handwritten Signature]

Notary Public

My Commission Expires: *June 20, 2020*

By:

[Handwritten Signature]

President

Attest:

[Handwritten Signature]

Secretary

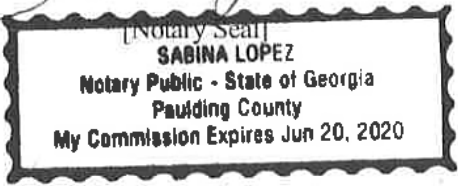


EXHIBIT A
CERTIFICATION OF APPROVAL

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 13 day of May 2017

Richard G. Conrad
RGC, President

Audrey H Davie
AH Davie, Secretary

[Signature]
Notary Public

My Commission Expires: June 20, 2020

