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Clerk of Superior Court Cobb Cty. Ga.

Return to: Weissman, Nowack, Curry & Wilco, P.C
1349 West Peachtree Street, Suite 1500
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Attn: Ashley Miller Lanier

STATE OF GEORGIA

Reference: Deed Book 8357
Page 0417

COUNTY OF COBB

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LEGACY PARK
AND AMENDMENT TO BYLAWS OF
LEGACY PARK COMMUNITY ASSOCIATION, INC.**

WHEREAS, Legacy Park of Georgia, L.P., a Georgia limited partnership, recorded that certain Declaration of Covenants, Conditions and Restrictions for Legacy Park on July 11, 1994, in Deed Book 8357, Page 0417, et seq., in the Cobb County, Georgia real property records (hereinafter referred to as the "Declaration"); and

WHEREAS, the Bylaws of Legacy Park Community Association, Inc. (hereinafter referred to as the "Bylaws") were recorded with the Declaration as Attachment "E" thereto; and

WHEREAS, Article XVII, Section 17.2(b) of the Declaration and Article VI, Section 6.6(b), of the Bylaws provide for amendment of the Declaration and the Bylaws by the affirmative vote, written consent, or any combination of affirmative vote and written consent, of the members of the Association holding sixty-seven percent (67%) of the total Class "A" votes in the Association, including 67% of the total Class "A" votes held by Members other than the

Declarant, and the consent of the Declarant, so long as the Declarant has an option to subject additional property to the Declaration pursuant to Article IX, Section 9.1 of the Declaration; and

WHEREAS, the right of the Declarant to submit additional property to the Declaration has expired pursuant to Article IX of the Declaration, and therefore, the consent of the Declarant is not required for passage of this Amendment; and

WHEREAS, Owners of Units in Legacy Park holding at least sixty-seven percent (67%) of the total Class "A" Association vote have approved this Amendment to the Declaration and the Bylaws by a combination of affirmative vote and written consent, thereby satisfying the requirements of the procedure for amendment of the Declaration and Bylaws; and

WHEREAS, this Amendment does not alter, modify, change or rescind any right, title, interest or privilege held by any eligible mortgage holder; 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 held by any such mortgage holder without such mortgage holder's consent in writing 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 in effect prior to this Amendment shall control with respect to the affected mortgage holder.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions for Legacy Park and the Bylaws of Legacy Park Community Association, Inc., are hereby amended as follows:

1.

Article X, Section 10.11 of the Declaration is hereby amended by deleting that Section in its entirety and replacing it with the following:

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10.11. Capitalization of Association. Upon acquisition of record title to a Unit by an Owner thereof other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one hundred (100%) percent of the annual Base Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws. The fee provided for in this section shall not be applicable to those Owners who sell their Unit within Legacy Park to immediately purchase another Unit within Legacy Park as their primary residence.

2.

Article XVII of the Declaration is hereby amended by adding the following Section 17.11

thereto:

17.11 Electronic Records, Notices and Signatures. Notwithstanding any other portion of this Declaration, records, signatures and notices shall not be denied validity or effectiveness hereunder solely on the grounds that they are transmitted, stored, made or presented electronically. The relevant provisions of the Bylaws of Legacy Park Community Association, Inc., shall govern all notices required by this Declaration.

3.

Article I, Section 1.3, Definitions, of the Bylaws is hereby amended by adding the following to the end thereof:

In addition, certain terms used in these Bylaws shall be defined as follows:

- (a) Electronic Record shall mean information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form.
- (b) Electronic Signature shall mean a signature created, transmitted, received, or stored by electronic means and includes, but is not limited to, a secure electronic signature.
- (c) Secure Electronic Signature shall mean an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record, which is unique to the person using it, is capable of verification, is under the sole control of the person using it, and is linked to data in such a manner that if the data are changed, the electronic signature is invalidated.

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4.

Article II, Section 2.5 of the Bylaws is hereby amended by deleting the words "either personally or by mail" therefrom and replacing them with the words "in accordance with Article VI, Section 6.5, hereof."

5.

Article II of the Bylaws is hereby amended by adding the following Section 3.5 thereto:

Section 3.5. Electronic Documents and Signatures.

(a) Documents. Whenever these Bylaws require that a document, record or instrument be "written" or "in writing," the requirement is deemed satisfied by an Electronic Document. "Electronic Document" means information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form, such as email, web pages, electronic documents, facsimile transmissions, etc. Records, documents and instruments shall not be denied effect or validity solely on the grounds that they are electronic.

(b) Signatures. Whenever these Bylaws require a signature, an electronic signature satisfies that requirement only if: (1) the signature is easily recognizable as a Secure Electronic Signature which is 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.

(c) 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 Board's sole discretion, is not clearly authentic. Neither the Board nor the Association shall be liable to any Member or any other Person for accepting or acting in reliance upon an electronic signature or Electronic Document which the Board reasonably believes to be 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, reasonable attorneys' fees and expenses incurred as a result of such acts.

6.

Article III, Section 3.9 of the Bylaws is hereby amended by deleting that section in its entirety and replacing therefor the following:

3.9. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President of the Association or by a majority of the directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director in accordance with Article VI, Section 6.5, hereof, or by telephone. Notice given by telephone shall be sufficient if given directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director. Notice by telephone shall be given at the director's telephone number as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by telephone, telegraph, email, facsimile, or other method besides first-class mail shall be sent at least 72 hours before the time set for the meeting.

7.

Article VI of the Bylaws is hereby amended by deleting Section 6.5, Notices, therefrom and replacing therewith the following:

Section 6.5. Notices.

(a) Method of Giving Notice. Unless otherwise prohibited in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be given:

- (1) By personal delivery to the addressee; or
- (2) By United States mail, first-class, postage prepaid; or
- (3) By electronic mail; or
- (4) Via facsimile.

(b) Addressee. Notice sent by one of the methods described in Section 1. Subparagraph (a) shall be deemed to have been duly given:

- (1) If to a Unit Owner, at the address, electronic mail address or facsimile number which the Owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Unit of such Owner;
- (2) If to an Occupant, to the electronic mail address or facsimile number which the Occupant has designated in writing, or if no such address has been designated, at the address of the Unit occupied; or

(3) If to the Association, the Board or the managing agent, at the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary.

IN WITNESS WHEREOF, the undersigned officers hereby certify that the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for Legacy Park and to the Bylaws of Legacy Park Community Association, Inc., was duly adopted by the requisite percentage of the membership and all required notices were properly provided.

This 20th day of May, 2004.

LEGACY PARK COMMUNITY ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this 20th day of
May, 2004.

[Signature]
Witness

[Signature]
Notary Public

