

Deed Book 31531 Pg 596  
Filed and Recorded Dec-26-2001 11:41am  
2001-0373882  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia

Return to: Weissman, Nowack, Curry & Wilco, P.C.  
1349 West Peachtree Street, Suite 1500  
Atlanta, Georgia 30309  
Attn: Leslie G. Johnson, II

Cross Reference:  
Deed Book 8515  
Page 148

STATE OF GEORGIA

COUNTY OF FULTON

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR DEFOORS SQUARE II HOMEOWNERS ASSOCIATION  
AND AMENDMENT TO BYLAWS OF  
DEFOORS SQUARE II HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, John Wieland Homes, Inc., a Georgia corporation, recorded a Declaration of Covenants, Conditions, and Restrictions for Defoors Square II Homeowners Association on June 14, 1983, in Deed Book 8515, Page 148, *et seq.*, in the Fulton County, Georgia, land records (hereinafter referred to as the "Declaration"); and

WHEREAS, the Bylaws of Defoors Square II Homeowners Association, Inc., were recorded immediately following the Declaration at Deed Book 8515, Pages 179, *et seq.*, in the Fulton County, Georgia, land records (hereinafter referred to as the "Bylaws"); and

WHEREAS, the Declaration and Bylaws have been previously amended by an amendment recorded on February 27, 2001, in Deed Book 30014, Pages 297, *et seq.*, in the Fulton County, Georgia, land records; and

WHEREAS Article XII, Section 5 of the Declaration permits the Declaration to be amended by the affirmative vote or written consent of not less than three-fourths of the Class A and Class B vote; and

WHEREAS the Class B votes expired; and

WHEREAS Article VI, Section 7 of the Bylaws permit the Bylaws to be amended upon the affirmative vote or written consent of members representing a majority of the total eligible votes of the Association; and

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WHEREAS at least three-fourths of the Class A votes have approved the following amendment to the Declaration, and

WHEREAS at least a majority of the total Association vote have approved the following amendment to the Bylaws; and

WHEREAS, this Amendment to the Declaration 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 determine 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 and Bylaws of the Defoors Square II Homeowners Association, Inc. are hereby amended as follows:

1.

Article XII of the Declaration is hereby amended by adding the following Section 8 thereto:

Section 8. Electronic Records, Signatures and Documents. 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 Defoors Square II Homeowners Association, Inc., shall govern the giving of all notices required by this Declaration.

(a) Documents. Whenever the Declaration or 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 the Declaration and 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,

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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.

2.

Article I, Section 3, 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 Document shall mean 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.

(c) 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.

(d) Secure Electronic Signature shall mean an electronic or digital method executed or adopted by a party with the intent to be bound by our 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.

3.

Article II of the Bylaws is hereby amended by deleting Section 4, Notice of Meetings, therefrom and replacing therewith the following:

Section 4. Notice of Meetings. It shall be the duty of the Secretary to give notice of each annual or special meeting of the Association in accordance with Article VI, Section 5, of these Bylaws. Notices of meetings shall state the time and place where the meeting is to be held, as well as the purpose of any special meeting. Notices of meetings shall be given not less than ten (10) days, nor more than thirty (30) days before a meeting.

4.

Article III, Section 11, of the Bylaws is hereby amended by adding the following words to the end of the third sentence thereof:

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(e) by facsimile; or (f) by email; or (g) by any other method permissible under Article VI, Section 5, of these Bylaws.

5.

Article III, Section 11, of the Bylaws is hereby further amended by adding the words shown underlined below, so that the last sentence thereof reads as follows:

Notices given by personal delivery, telephone, or telegraph company or by email, facsimile or other appropriate means must be transmitted at least forty-eight (48) hours before the time set for the meeting.

6.

Article VI of the Bylaws is hereby amended by deleting Section 5, Notices, therefrom and replacing therewith the following:

Section 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.

7.

Article VI of the Bylaws is hereby amended by adding the following Section 8 thereto:

Section 8. 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,

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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.

Deed Book 31531 Pg 601  
Juanita Hicks  
Clerk of Superior Court  
Fulton County, Georgia



IN WITNESS WHEREOF the undersigned officers of the DeFours Square II Homeowners Association, Inc. hereby certify that the above amendments to the Declaration and the Bylaws were duly adopted by the members of the Association in accordance with the terms of the Declaration and Bylaws.

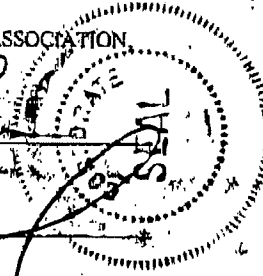
This 10<sup>th</sup> day of December, 2001

DEFOURS SQUARE II HOMEOWNERS ASSOCIATION  
INC.

By: [Signature]  
President

Attest: [Signature]  
Secretary

[CORPORATE SEAL]



Sworn to and subscribed before me this  
10<sup>th</sup> day of December, 2001.

[Signature]  
Witness

[Signature]  
Notary Public

[NOTARY SEAL]  
Leslie G. Johnson  
Notary Public, Fulton County, Georgia  
My Commission Expires October 1, 2004

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