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 Douglas County Georgia
 Cindy Cheffin Clerk Superior Court
 2596 PG 1017-1021

SPACE ABOVE RESERVED FOR RECORDING DATA

After recording, please return to:

Leaga & Johnson, LLC
 3920 Piedmont Road N.E.
 Suite 413
 Atlanta, Georgia 30305

STATE OF GEORGIA

Cross Reference: Deed Book 1125

COUNTY OF DOUGLAS

Page 671

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
 RESTRICTIONS AND EASEMENTS FOR ELK RUN SUBDIVISION**

WHEREAS, on January 5, 1996, Exxcell Developers, Inc. ("Declarant") filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Elk Run Subdivision in Deed Book 1125, Page 675 of the Douglas County, Georgia land records, as amended ("Declaration"); and

WHEREAS, Article VIII, Section 7 of the Declaration provides that the Declaration may be amended at any time and from time to time by the Declarant and a vote of two-thirds (2/3) of the votes entitled to be cast; provided, however, that no amendment shall be alter, modify, change or rescind any right, title, interest or privilege granted or accorded to any holder of any Deed to Secure Debt encumbering any Lot or Common Area affected thereby, unless such holder consents thereto in writing; and

WHEREAS, owners holding two-thirds (2/3) of the eligible votes have consented to this amendment as reflected by their signatures recorded in the records of the Association; and

WHEREAS, the Declarant no longer owns any property subject to the Declaration; and

WHEREAS, this amendment does not alter, modify, change or rescind any right, title, interest or privilege granted or accorded to any holder of any Deed to Secure Debt encumbering any Lot or Common Area; provided, however, in the event a court of competent jurisdiction determines otherwise with respect a particular holder of a Deed to Secure Debt encumbering a Lot or Common Area, then this amendment shall not be binding on the holder of the Deed to Secure Debt so involved, unless such holder consents in writing hereto.

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

THIS AMENDMENT SUBMITS THE PROPERTY TO THE PROVISIONS OF THE GEORGIA PROPERTY OWNERS ASSOCIATION ACT, O.C.G.A SECTION 44-3-220 ET.SEQ.

CLOSING ATTORNEY SHOULD CONTACT THE ASSOCIATION FOR ESTOPPEL CERTIFICATES REGARDING ASSESSMENTS OR OTHER CHARGES DUE ON LOTS.

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1.

Article I, Section 12 of the Declaration is hereby amended by adding the following sentence to the end thereto:

The Property constitutes a residential property owners development which hereby submits to 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. The Association shall have all rights afforded under the Act.

2.

Article I of the Declaration is hereby amended by adding the following new Section 14 to the end thereto:

Section 14. "Act" shall mean and refer to 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 V, Section 1 of the Declaration is amended by deleting the last three sentences therein and inserting the following sentences therefor:

The annual and special assessments, together with interest, costs, reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount allowed under the Act shall be charged on the land and shall be an automatic, statutory and continuing lien upon the Lot against which the assessment was made. Each assessment, together with interest, costs, and reasonable attorney's fees actually incurred, and if the Board so elects, rents, in the maximum amount allowed under the Act, shall also be a personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due.

4.

Article V, Section 7 of the Declaration is hereby amended by deleted in its entirety and the following new Section 7 is substituted therefor:

Section 7. Statement of Account. Any Owner, mortgagee on a Lot, person having executed a contract for the purchase of a Lot, or 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 such 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 fee, not to exceed ten (\$10.00) dollars, or such higher amount authorized by the Act, as a prerequisite to the issuance of a statement.

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5.

Article V, Section 8 of the Declaration is hereby deleted in its entirety and the following new Section 8 is substituted therefor:

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. All assessments and other charges not paid on or before the due date shall be delinquent, and the Owner shall be in default. If any assessments or any part thereof or any fine or any other charge, is not paid in full within thirty (30) days of the due date, or such later date as may be provided by the Board, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the rate of ten (10%) percent per annum or such higher rate as permitted by the Act shall accrue from the due date. If assessments, fines or other charges, or any part thereof, remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law, including reasonable attorney's fees actually incurred.

6.

Article V, Section 9 of the Declaration is hereby deleted in its entirety and the following new Section 9 is substituted therefor:

Section 9. Priority of Lien. The liens provided for herein shall have priority as provided in the Act.

7.

Article V, Section 10 of the Declaration is hereby amended by deleting the words "except as set forth in Article V, Section 7" in the last sentence thereof.

8.

Article VIII, Section 4 of the Declaration is hereby deleted in its entirety and the following new Section 4 is substituted therefor:

Section 4. Duration. The covenants and conditions of this Declaration shall run with and bind the Property perpetually to the extent provided in the Act.

9.

Article VIII, Section 7 of the Declaration is hereby amended by deleting the words "two-thirds (2/3)" therefrom and inserting the words "sixty-six and two-thirds (66-2/3)" therefor.

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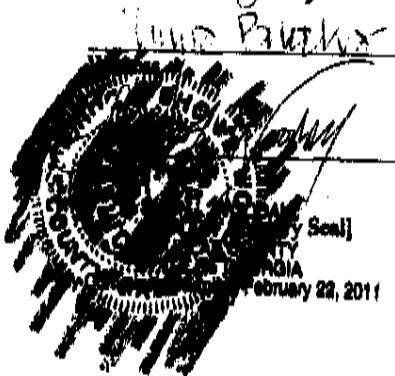
10.

Article VIII, Section 7 of the Declaration is hereby further amended by deleting the sentences "Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of votes entitled to be cast; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarant, if the Declarant is the owner of any real property then subject to this Declaration." therefrom.

IN WITNESS WHEREOF, the undersigned officers of the Elk Run Homeowners Association, Inc. hereby certify that the foregoing amendment was approved by the requisite vote of the membership with all required notices duly given.

This 21 day of July, 2007.

Sworn to and subscribed before me this 21 day of July, 2007.



ASSOCIATION: ELK RUN HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
President

Attest: [Signature]
Secretary



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**AMENDMENT TO THE BYLAWS OF
ELK RUN HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, on January 5, 1996, Exccell Developers, Inc. ("Declarant") filed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Elk Run Subdivision in Deed Book 1125, Page 675 of the Douglas County, Georgia land records, as amended ("Declaration"); and

WHEREAS, certain Bylaws of the Elk Run Homeowners Association were adopted ("Bylaws"); and

WHEREAS, Article VI, Section 6.04 of the Bylaws provide that the Bylaws may be amended upon the affirmative vote, written consent, or any combination thereof, of two-thirds (2/3) of the Total Association Vote; and

WHEREAS, two-thirds (2/3) of the members eligible to vote have approved this amendment.

NOW, THEREFORE, the Bylaws are amended as follows:

1.

Article II, Section 2.04 of the Bylaws is hereby deleted in its entirety and the following new Section 2.04 is substituted therefor:

2.04. Notice of Meetings. Written notice stating the place, day and time of any meeting of the Members shall be served, mailed or delivered to each Member entitled to vote at such meeting at least twenty-one (21) days prior to each annual meeting and at least seven (7) days prior to each special meeting.

2.

Article III, Section 3.18 of the Bylaws is hereby amended by adding the following new subsection (l) to the end thereof:

(l) exercising all rights and powers afforded under the Act.

IN WITNESS WHEREOF, the undersigned officers of the Elk Run Homeowners Association, Inc. hereby certify that the foregoing amendments to the Bylaws were approved by the requisite two-thirds (2/3) of the Total Association Vote, with all required notices duly given.

This 21 day of July, 2007.

Sworn to and subscribed before me
this 21 day of July
2007.

ASSOCIATION: ELK RUN HOMEOWNERS
ASSOCIATION, INC.

By: _____

President

RECORDED

AUG 3 2007

Attest: _____

Secretary

Cindy W. Lhamin, Clerk
Superior & State Court
Douglas County, GA

