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[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to:  
Cobb Olson & Andrie, LLC  
500 Sugar Mill Road  
Suite 160-B  
Atlanta, Georgia 30350  
Attn: Frank R. Olson

STATE OF GEORGIA  
COUNTY OF DEKALB

CROSS REFERENCE:      Deed Book 12935  
Page 674

**AMENDMENT TO THE BYLAWS OF ROGERS CROSSING HOA, INC.**

WHEREAS, Rogers Lake Partners, LLC, recorded a Declaration of Covenants, Conditions and Restrictions for Rogers Crossing Subdivision, on February 5, 2002, in Deed Book 12935, Page 674, *et seq.*, Dekalb County, Georgia Records (the "Declaration") and further created accompanying Bylaws ("Bylaws") for Rogers Crossing HOA, Inc. (the "Association"); and

WHEREAS, in accordance with Article XI, Section 1 of the Bylaws of the Association, the Bylaws may be amended upon the approval of a majority of a quorum of members present in person or by proxy at a duly called meeting of the Association; and

WHEREAS, a majority of a quorum of members present in person or by proxy at a duly called meeting of the Association, approved the within and foregoing amendment to the Bylaws pursuant to Article XI, Section 1 of the Bylaws, as evidenced by the signatures of the President and Secretary of the Association in the certification below;

NOW, THEREFORE, the Bylaws are hereby amended as follows:

**1.**

**Article III, Section 3 of the Bylaws is hereby amended to read as follows:**

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, in a manner prescribed by these Bylaws, at least fifteen (15) days before such meeting to each member entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**2.**

**Article XII of the Bylaws is hereby amended by adding thereto Sections 1 and 2, to read as follows:**

Section 1. Electronic Documents and Electronic Signatures.

(a) Electronic 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.

(b) Electronic Signatures. Whenever these Bylaws require a signature, an Electronic Signature satisfies that requirement only if: (i) 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 (ii) 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 or Electronic Document. Pending verification, the Board may refuse to accept any Electronic Signature or Electronic Document that, in the Board's sole discretion, is not clearly authentic. Neither the Board nor the Association

shall be liable to any Owner or any other Person for accepting or acting in reliance upon an Electronic Signature or Electronic Document that the Board reasonably believes to be authentic. Any Owner or Person who negligently, recklessly or intentionally submits any falsified Electronic Document or an unauthorized Electronic Signature shall fully indemnify the Association for actual damages, reasonable attorneys' fees and expenses incurred as a result of such acts.

Section 2. 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 via:

- (i) Personal delivery to the addressee;
- (ii) United States mail, first class, postage prepaid;
- (iii) Statutory Overnight Delivery;
- (iv) Electronic mail; or
- (v) Facsimile.

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

(i) If to an 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 Lot of such Owner;

(ii) If to an Occupant, at the address, electronic mail address or facsimile number which the Occupant has designated in writing with the Secretary or, if no such address has been designated, at the address of the Lot occupied; or

(iii) 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. The

Secretary shall promptly provide notice to all Owners of any such change in address.

**3.**

**Except as amended herein, the remaining terms and conditions of the Bylaws shall remain in full force and effect.**

IN WITNESS WHEREOF, the undersigned officers of Rogers Crossing HOA, Inc. hereby certify that the above Amendment to the Bylaws was duly adopted by a vote of the majority of quorum of members present in person or by proxy at a duly called meeting of the Association pursuant to Article XI, Section 1 of the Bylaws.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ROGERS CROSSING HOA, INC.**

By: \_\_\_\_\_[SEAL]

Its: \_\_\_\_\_

Attest: \_\_\_\_\_[SEAL]

Its: \_\_\_\_\_

\_\_\_\_\_  
Unofficial Witness

Sworn to and subscribed before  
me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_