

Return after recording to:
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Cross Reference: Deed Book 10059
Page 001

**FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM FOR WILLOW PARK CONDOMINIUM**

This First Amendment to the Declaration of Condominium for Willow Park Condominium (the "Amendment") is made on this 8th day of August, 2004 by Willow Park Condominium Association, Inc. (hereinafter, the "Association") in accordance with the provisions of said Declaration.

WITNESSETH:

WHEREAS, Willow Park, L.L.C., a Georgia limited liability company (hereinafter "Declarant") caused that certain Declaration of Condominium for Willow Park Condominium to be recorded on June 26, 1998 at Deed Book 10059, Page 001, DeKalb County, Georgia records (the "Declaration"), thereby submitting the property described in Exhibit "A" attached thereto to the terms of the Declaration and to the terms of the Georgia Condominium Act, O.C.G.A. § 44-3-70 *et. seq.* (the "Act");

WHEREAS, Willow Park Condominium Association, Inc., a Georgia nonprofit corporation, is the "Association" as said term is used and defined in the Declaration;

WHEREAS, pursuant to Section 23 of the Declaration, the Declaration may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of the members of the Association holding two-thirds (2/3) of the total Association vote; provided, however, that during the time the Declarant has the right to appoint the directors and the officers of the Association, any such amendment shall require the written consent of Declarant;

WHEREAS, Declarant's right to control the Association has expired in accordance with Article III, Section 2 of the Bylaws of Willow Park Condominium Association, Inc.;

WHEREAS, there are no units in the Condominium subject to Mortgages held by Eligible Mortgage Holders as said term is used and defined in the Declaration; and

WHEREAS, the following Amendment has been approved by members of the Association holding two-thirds (2/3) of the total Association vote, as evidenced by the Certification of Approval attached hereto as Exhibit "A".

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

1. By adding a new subsection (u) to the end of Section 14 of the Declaration entitled "Use Restrictions," which subsection shall read as follows:

(u) Occupancy Limitations. Without the prior written approval of the Board of Directors, no more than three (3) persons may occupy a one-bedroom unit and no more than four (4) persons may occupy a two-bedroom unit. Occupancy for purposes hereof shall be defined as staying overnight in a Unit for a total of more than thirty (30) calendar days, either consecutive or nonconsecutive, in any calendar year. The occupancy restrictions shall not apply to require the removal of any person lawfully occupying a Unit on the effective Date hereof. Upon written application, the Board may grant variances to this restriction if and to the extent required to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto.

2. By deleting subsection 15(b) of the Declaration in its entirety and substituting therefore the following paragraph:

15. (b) General. No Owner of a Unit who has occupied the Unit for less than one (1) year may lease the Unit without prior written approval by the Board. No Owner of a Unit may lease his or her Unit if twenty percent (20%) or more of the Units in the Condominium are in leasing status, except as provided in subparagraph (c) below for cases of undue hardship. Any Owner of a Unit restricted from leasing by this subparagraph may apply in writing to the Board for permission to lease in accordance with the rules and regulations promulgated by the Board. Upon receipt of such written application, the Unit shall be placed at the end of a waiting list for leasing status. At such times as less than twenty percent (20%) of the Units are in leasing status, the Board shall notify the Owner of the Unit at the top of the waiting list and such Owner shall have ninety (90) days within which to lease the Unit or it shall automatically be restricted from leasing.

3. By deleting subsection 15(e) of the Declaration in its entirety and substituting therefore the following paragraph:

15. (e) Applicability. Those Owners who obtain title to their Unit by written instrument recorded prior to the recording date of this Amendment and who, on the recording date of this Amendment were leasing their Units, as defined herein, may continue to lease their Units in accordance with the terms of Section 15 of the Declaration as it existed prior to the recording date of this Amendment. However, upon any sale, transfer or other conveyance of the Unit, any purchaser, transferee or any other grantee thereof shall be subject to the provisions of this Amendment in its entirety. All Owners of Units who are not leasing their Units on the recording date of this Amendment are subject to the provisions of this Amendment in its entirety. Notwithstanding anything contained in this Amendment to the contrary, only those Unit Owners whose Units were in leasing status as of the date of recording of this Amendment shall be considered to be

Unit Owners who are leasing their Units at Willow Park Condominium as of the date on which this Amendment is recorded in the Dekalb County, Georgia records.

4. Except as otherwise defined herein, capitalized terms, as used in this Amendment, shall have the meanings ascribed to such terms in the Declaration.

5. Except as amended hereby, the Declaration, as previously amended, shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Association hereby executes this Amendment under seal on the date and year first above written.

WILLOW PARK CONDOMINIUM
ASSOCIATION, INC.,
a Georgia nonprofit corporation

Signed, sealed and delivered
in the presence of:

By: C. Michael Kushinka
C. MICHAEL KUSHINKA, President

Karen Langley
Unofficial Witness

Attest: Christine M. Sawyer
Christine M. Sawyer, Secretary

Linda DeLoe 11/8/04
Notary Public

My Commission Expires: 5/2/05

[Notary Seal]

EXHIBIT "A"

CERTIFICATION OF APPROVAL

The undersigned officers of Willow Park Condominium Association, Inc. hereby swear under oath that the above Amendment to the Declaration was duly adopted by the agreement of members of the Association holding two-thirds (2/3) of the total Association vote and that any notices required under the Georgia Condominium Act and the Declaration were properly given. As of the date hereof, there are no Units in the Condominium that are subject to mortgages held by Eligible Mortgage Holders as said term is used and defined in the Declaration.

Sworn to and subscribed
before me this 8 day of November, 2004

C. Michael Kuschka
C. MICHAEL KUSCHKA, President

Linda DeTore
Notary Public

Christine M. Sawyer
Christine M. Sawyer, Secretary

My Commission Expires: 5/2/05

[Notary Seal]

