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Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

STATE OF GEORGIA
COUNTY OF COBB

Cross Reference: Deed Book 14978
Page 4440

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR COUNTRY PARK and the BYLAWS OF COUNTRY PARK CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium for Country Park was recorded on September 6, 2012 in Deed Book 14978, Page 4440, *et seq.*, Cobb County, Georgia land records, as amended ("Declaration"); and

WHEREAS, Paragraph 21 of the Declaration provides for amendment to the Declaration with the affirmative vote, written consent, or combination thereof, of members of Country Park Condominium Association, Inc. ("Association") holding two-thirds (2/3) of the total eligible Association vote; and

WHEREAS, the Bylaws of Country Park Condominium Association, Inc. ("Bylaws") are recorded as Exhibit "C" to the Declaration; and

WHEREAS, Article V, Section 8 of the Bylaws provides for amendment to the Bylaws with the affirmative vote, written consent, or combination thereof, of members of the Association holding sixty-six and two-thirds (66-2/3%) percent of the total eligible Association vote; and

WHEREAS, members holding at least two-thirds (2/3) and sixty-six and two-thirds (66-2/3%) percent of the total eligible Association vote desire to amend the Declaration and Bylaws and have approved or have been deemed to have consented to and approved this Amendment; and

WHEREAS, this Amendment is not made without the approval of any Eligible Mortgage Holders, and this Amendment is not material with respect to Eligible Mortgage Holders in that it does not materially and adversely affect the security title or interest of any Eligible Mortgage Holder; provided, however, in the event a court of competent jurisdiction determines that this Amendment does so without such Eligible Mortgage Holder's consent, then this Amendment shall not be binding on the Eligible Mortgage Holder so involved, unless it consents hereto; and if such consent is not forthcoming, then the provisions of the Declaration prior to this Amendment shall control with respect to the affected Eligible Mortgage Holder;

NOW, THEREFORE, the Declaration and Bylaws are amended as follows:

1.

Paragraph 9(E) of the Declaration is hereby amended by deleting the phrase "\$200 per Unit" therefrom and substituting "the maximum amount permitted by the Act" therefor.

2.

Paragraph 12(F) of the Declaration is hereby amended by deleting the third to last paragraph thereof in its entirety and substituting the following therefor:

Notwithstanding the above, the Association shall have no obligation to enforce the provisions of this Paragraph 12(F), or any other provision of the Declaration or Association regulations, to address nuisances or disturbances affecting or between Unit Owners or Occupants, such action being within the sole discretion of the Board of Directors. Rather, the intention of this provision is to grant aggrieved Owners and Occupants a private right of redress for actions, activities or conduct of other Owners or Occupants which unreasonably disturb or impair the peaceful enjoyment of the Condominium. No claim for any loss, damage or otherwise shall exist by an aggrieved Owner or Occupant against the Association, its officers, directors or agents, for any failure to enforce or election to not enforce the provisions of this Paragraph of any other provision of the Declaration or Association regulations prohibiting nuisances or disturbing conduct by individuals and/or pets at the Condominium.

3.

Paragraph 12 of the Declaration is hereby amended by adding the following new subparagraph (S) thereto:

S. Transient Occupants and Hotel Use. No transient tenants or Occupants are permitted to occupy or use any Unit, except with prior written Board approval. Units may not be leased, rented or used for short-term hotel-type use, stay or occupancy, including but not limited to Airbnb or VRBO, except with written Board approval.

4.

Paragraph 13(C) of the Declaration is hereby amended by deleting that subparagraph in its entirety and substituting the following therefor:

C. Leasing Permits. The Board of Directors may approve an Owner's request for a leasing permit if the total number of then current, outstanding leasing permits plus Grandfathered Units is less than the Leasing Cap defined below. Notwithstanding the above, the Board may deny a leasing permit request if the Owner or Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if the Owner or Unit is in violation of the Declaration, Bylaws, or any Association rules and regulations.

Owners who have been denied a leasing permit because the Leasing Cap is satisfied shall be placed on a waiting list to be issued such a permit, if they so desire, when the above conditions have been satisfied. The issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

For purposes of this Paragraph 13, "**Leasing Cap**" means the maximum total number of outstanding leasing permits plus Grandfathered Units that are permitted before additional leasing permits may be issued hereunder.

Except as provided herein, the Leasing Cap shall be 73 Units. Notwithstanding the above, the Board of Directors, in its sole discretion, may, but shall not be obligated to, decrease the Leasing Cap to an amount not less than 44 Units (making a Leasing Cap not less than 44 Units), and subsequently increase the Leasing Cap to an amount not to exceed 73 Units, for such duration as the Board determines reasonable, but not less than one year. The Board may make such adjustments if the Board determines that the economic environment, financial market conditions and real estate market conditions in the metropolitan-Atlanta area warrant a change in the Leasing Cap.

The intent of this provision is to provide the Board flexibility to reasonably adjust the Leasing Cap to a cap between and including 44 Units and 73 Units. However, no reduction in the Leasing Cap shall operate to terminate any leasing permit or Grandfathered Owner status hereunder prior to the date on which it otherwise would terminate or expire hereunder.

5.

Article II, Section 8 of the Bylaws is hereby amended by adding the following to the end of the first paragraph thereof:

In the sole discretion of the Board of Directors, action by written ballot and/or written consent under this subparagraph may be taken in lieu of a meeting and/or in conjunction with a meeting. Action by written ballot and/or written consent hereunder may be taken by physical document and/or electronically by means including but not limited to email, website or similar electronic method.

6.

Article III, Section 9 of the Bylaws is hereby amended by deleting that subparagraph in its entirety and substituting the following therefor:

Section 9. Regular Meetings. Regular meetings of the Board of Directors shall be held at least twice per fiscal year, at such time and place as determined by the Board. The Board may conduct meetings of the Board in person and/or electronically, including but not limited to by electronic means such as video conference, audio conference, or web-based electronic meeting.

IN WITNESS WHEREOF, the undersigned officers of Country Park Condominium Association, Inc. hereby certify that this Amendment to the Declaration and Bylaws was duly adopted by Association members holding the required two-thirds (2/3) and sixty-six and two-thirds (66-2/3%) percent vote, with any required notices properly given.

(SIGNATURE ON NEXT PAGE)

This 11 day of December, 2017.

Sworn to and subscribed before me this
11 day of December,
2017.

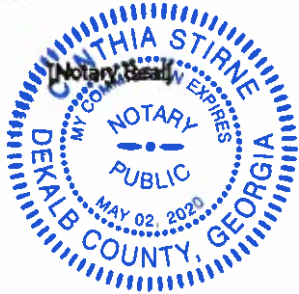
**COUNTRY PARK CONDOMINIUM
ASSOCIATION, INC.**

[Signature]
Witness

By: Andrea Blustein (Seal)
President

Cynthia Stirne
Notary Public

Attest: Sawnya Nade (Seal)
Secretary



[Corporate Seal]