


CROSS REFERENCE TO: DEED BOOK 9670
PAGE 0060

Deed Book 14-359 Pg. 459
Filed and Recorded Jul-18-2006 12:23pm
~~2006-0118259~~


Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

UPON RECORDING RETURN TO:
Rex Baker, President
P.S.P., Inc.
200 Market Place Suite 110
Roswell, Georgia 30075
~~(770) 645-9411~~

WHEN RECORDED MAIL TO:
ROBERT T. MORGAN, ESQ.
MORGAN & CHAKALIS, P.C.
750 HAMMOND DRIVE
BUILDING 12 - SUITE 100
ATLANTA, GA 30328
FILE NO. 9632-12-36

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM

FOR

WILLIAMSCRAFT OFFICE PARK, A CONDOMINIUM

This Second Amendment of the Declaration of Condominium for Williamscraft Office Park, a Condominium (herein called the "Second Amendment") is made this 30 day of May, 2006 by Williamscraft Condominium Office Park Owners Association, Inc., a Georgia nonprofit corporation (the "Association");

WITNESSETH

WHEREAS, P.S.P., INC., a Georgia corporation, as Declarant, filed that Declaration of Condominium for Williamscraft Office Park, a Condominium (herein the "Declaration") which was recorded on June 13, 1996, in Book 9670, Page 0060 *et seq.*, and as amended by Amendment to the Declaration of Condominium for Williamscraft Office Park, a Condominium, recorded December 6, 1999 in Book 13131, Page 494 *et seq.*, in the records of the Clerk of Superior Court of Cobb County, Georgia, which submitted property in Land Lot 595, 16th District, 2nd Section of Cobb County, Georgia as described on Exhibit "A" thereof to the Georgia Condominium Act, O.C.G.A. § 44-3-70 *et seq.* (herein called the "Act"); and

WHEREAS, plans for Williamscraft Office Park, a Condominium ("Plans") were filed in Condominium Floor Plan Cabinet Folder No. 96-004, Cobb County, Georgia records; and

WHEREAS, a condominium plat for Williamscraft Office Park, a Condominium ("Plat") was filed in Condominium Plat Book 5, Page 154 of the Cobb County, Georgia records; and

WHEREAS, an Amendment to the Declaration of Condominium for Williamscraft Office Park, a Condominium ("Amendment") was recorded December 6, 1999, in Deed Book 13131, Page 494, of the Cobb County, Georgia records;

WHEREAS, the Owner of all Units in Building 1853 desires to amend the Declaration to reflect adjusted square footage as depicted on revised floor plans prepared by Gary B. Coursey & Associates, Architects, Inc.; and

WHEREAS, pursuant to O.C.G.A. § 44-3-93(c) of the Act, the condominium instruments may be amended to change the boundaries of a Unit upon the agreement of all Unit Owners and the mortgagees of all Condominium Units; and

WHEREAS, amended Plans for Building 1853 are being filed of record herewith by the Association (the "Plan Amendment") which change the square footage of Units 1853-100, 1853-200, 1853-300; and

WHEREAS, P.S.P., INC., a Georgia corporation consents to this second amendment as "Declarant" under the Declaration and as the owner and holder of fee simple title to Units 1841-100, 1841-201, 1841-202, 1841-301, 1841-302, 2619, 2621, 2623, 2625, 2627 and 2629 to which 60.44% of the undivided interests in the Common Elements before this Second Amendment appertain; and

WHEREAS, Rex Baker, a Georgia resident consents to this second amendment as the record owner of fee simple title to Unit 1855 to which 14.79% of the undivided interests in the Common Elements before this Second Amendment appertain; and

WHEREAS, Urial, L.L.C., a Georgia limited liability company consents to this second amendment as the record owner of fee simple title to Unit 1853-100, 1853-200, 1853-300 to which 10.72% of the undivided interests in the Common Elements before this Second Amendment appertain; and

WHEREAS, Anthony R. Williams, a Georgia resident consents to this second amendment as the record owner of fee simple title to Unit 2615 and Unit 2617 to which 14.05% of the undivided interests in the Common Elements before this Second Amendment appertain; and

WHEREAS, Bank of North Georgia consents to this second amendment as the record holder of a deed to secure debt, dated August 5, 1997 on Unit 1855;

WHEREAS, Bank of North Georgia consents to this second amendment as the record holder of a deed to secure debt, dated December 14, 1995 on Units 1841-100, 1841-201, 1841-202, 1841-301, 1841-302, 2619, 2621, 2623, 2625, 2127 and 2629;

NOW THEREFORE, Williamscrest Condominium Office Park Owners Association, Inc. as the Association administering the Declaration and all of the Unit Owners and the mortgagees of all Units pursuant to the Act, hereby amend the Declaration as follows:

1.

Exhibit "C" of the Declaration is hereby amended by deleting Exhibit "C" thereof in its entirety and replacing it with Exhibit "C" attached hereto and by this reference incorporated herein, so that on and after the date of recording of this Second Amendment any reference in the Declaration to Exhibit "C" thereof shall mean a reference to Exhibit "C" attached hereto.

2.

The Plans are hereby amended by adopting the Plan Amendment as Building 1853-100, 1853-200, 1853-300 so that on and after the date of recording of this Second Amendment any reference in the Declaration to the Plans shall mean a reference to the Plans as modified by the Plan Amendment.

3.

The owners and mortgagees agree that the owners shall be responsible for the exterior painting, trim replacement, windows, and doors of their units. Buildings that have multiple units having different owners shall agree by majority vote of the Undivided Interests in the building and that decision shall be binding on all Unit Owners of that building. The Association shall be responsible for the brick and roof of all units.

4.

Except as modified hereby, the Condominium Instruments shall remain in full force and effect.

5.

This Declaration shall not be valid and/or enforceable until all parties have executed this Declaration.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Association, by and through its duly authorized officers, hereby executes this Second Amendment, under seal, on the date and year first above written.

Williamscraft Condominium Office
Park Owners Association, Inc. a
Georgia nonprofit corporation

By: [Signature]
Rex Baker, President

Attest: [Signature]
Shirley Baker, Secretary

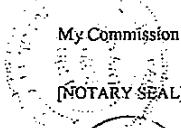
[AFFIX CORPORATE SEAL]

Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My Commission Expires: LARUE CANN
MY COMMISSION EXPIRES OCT. 27, 2006
BROOKETT CO., GEORGIA, NOTARY PUBLIC



[NOTARY SEAL]



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, P.S.P., INC., a Georgia corporation consents to the foregoing Second Amendment in its capacity as the Declarant under the Declaration and as the owner of Units to which 60.44% of the undivided interests in the Common Elements appertain.

DECLARANT: P.S.P., INC., a Georgia corporation

By: [Signature]
Rex Baker, President

Attest: [Signature]
Shirley Baker, Secretary

[AFFIX CORPORATE SEAL]

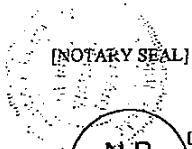
Signed, sealed, and delivered in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

LAURE CANN
MY COMMISSION EXPIRES OCT. 27, 2006
GWYNETH CO., GEORGIA, NOTARY PUBLIC

My commission expires:




[NOTARY SEAL]

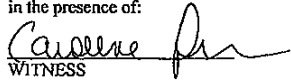


[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Rex Baker consents to the foregoing
Second Amendment as the owner of Unit 1855 to which 14.79% of the undivided
interests in the Common Elements appertain.

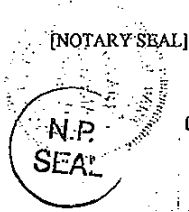
By: 
Rex Baker

Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC


My commission expires: LAURE CANE
MY COMMISSION EXPIRES OCT. 27, 2006
GWINNETT CO., GEORGIA, NOTARY PUBLIC



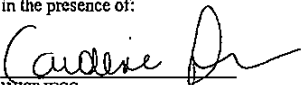
[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Urial, LLC, a Georgia limited liability company consents to the foregoing Second Amendment in its capacity as the owner of Unit 1853-100, Unit 1853-200 and Unit 1853-300 to which 10.72% of the undivided interests in the Common Elements appertain.

OWNER: **URIAL, LLC**, a Georgia limited liability company

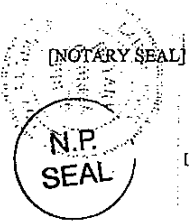
By: 
Rex Baker, Manager

Signed, sealed, and delivered in the presence of:


WITNESS


NOTARY PUBLIC

My commission expires: LAURE CANN
BY COMMISSION EXPIRES OCT. 27, 2008
GWINNETT CO., GEORGIA, NOTARY PUBLIC

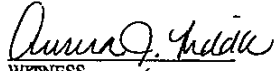


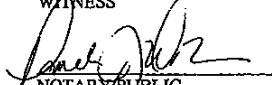
[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Anthony R. Williams consents to the foregoing Second Amendment in his capacity as the owner of Unit 2615 and Unit 2617 to which 14.05% of the undivided interests in the Common Elements appertain.

By: 
Anthony R. Williams

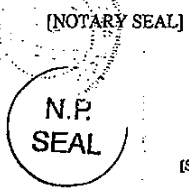
Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC

My commission Expires:

Notary Public, Cherokee County, Georgia
My Commission Expires Jan. 18, 2007



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Deed Book 14359 Pg 467

The undersigned, Lender, holder of that certain Deed to Secure Debt and Security Agreement from Rex Baker ("Borrower") to the undersigned, dated February 11, 1997, modified March 11, 2002 and July 18, 2003 and recorded in Deed Book 10585, page 427, *et seq.* Cobb County, Georgia records, does hereby consent to the Second Amendment of this Declaration of Condominium for Williamscraft Office Park, a Condominium and the modification of the boundaries of Unit 1855 as set forth therein and does hereby agree that the foreclosure of said instrument shall not affect or eliminate said Amendment.

This 1st day of June, 2006.

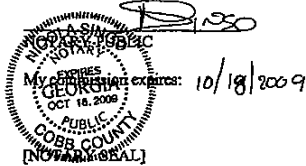
LENDER: BANK OF NORTH GEORGIA

By: [Signature]
Name: Thomas F. Neils
Title: SVP

[AFFIX SEAL]

Signed, sealed, and delivered
in the presence of

[Signature]
WITNESS



[SIGNATURES ON FOLLOWING PAGE]

Deed Book 14359 Pg 46B

The undersigned, Lender, holder of that certain Deed to Secure Debt and Security Agreement from P.S.P., Inc. ("Borrower") to the undersigned, dated February 11, 1997, modified March 11, 2002 and July 18, 2003 and recorded in Deed Book 10172, page 272, et seq. Cobb County, Georgia records, does hereby consent to the Second Amendment of this Declaration of Condominium for Williamscraft Office Park, a Condominium and the modification of the boundaries of Unit 1853-100, 1853-200, 1853-300 as set forth therein and does hereby agree that the foreclosure of said instrument shall not affect or eliminate said Amendment.

This 1st day of June, 2006.

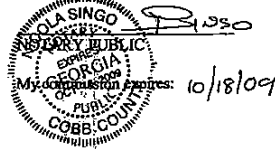
LENDER: BANK OF NORTH GEORGIA

By: [Signature]
Name: Thomas J. Nelson
Title: SVP

[AFFIX SEAL]

Signed, sealed, and delivered
in the presence of

[Signature]
WITNESS



[NOTARY SEAL]

[SIGNATURES ON FOLLOWING PAGE]

The undersigned, Lender, holder of that certain Deed to Secure Debt and Security Agreement from Anthony R. Williams ("Borrower") to the undersigned, dated January 26, 2004, and recorded in Deed Book 13924, page 2920, *et seq.* Cobb County, Georgia records, does hereby consent to the Second Amendment of this Declaration of Condominium for Williamscraft Office Park, a Condominium and the modification of the boundaries of Unit 2615 and 2617 as set forth therein and does hereby agree that the foreclosure of said instrument shall not affect or eliminate said Amendment.

This 5 day of June, 2006.

LENDER:

By: [Signature]
Name: Robert D. HANKINS
Title: Senior Vice President

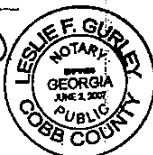
[AFFIX SEAL]

Signed, sealed, and delivered
in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC

My commission expires:



[NOTARY SEAL]

[SIGNATURES ON FOLLOWING PAGE]



EXHIBIT "C"

Unit Information

1841-100	2,417	2.98
1841-201	1,256	1.55
1841-202	1,448	1.78
1841-301	1,256	1.55
1841-302	1,448	1.78
1853-100	2,820	3.47
1853-200	2,820	3.47
1853-300	3,062	3.78
1855	12,013	14.79
2615	4,752	5.85
2617	6,658	8.20
2619	5,043	6.21
2621	7,969	9.81
2623	6,167	7.59
2625	11,136	13.71
2627	5,529	6.81
2629	<u>5,413</u>	<u>6.67</u>
Totals:	81,207	100.00