

STATE OF GEORGIA
COUNTY OF FULTON

Reference: Deed Book 15240, Page 83

AMENDMENT TO THE "AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM FOR PACES PLACE"

WHEREAS, in accordance with Paragraph 23. of the AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR PACES PLACE, the members of the Association, approved
the following amendments to said Declaration;

NOW, THEREFORE, the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR PACES PLACE is hereby amended as follows:

1. Paragraph 11. INSURANCE: Subparagraph (vi) is changed to read as follows: "the deductible amount per occurrence shall not exceed twenty thousand dollars (\$20,000); provided, however, no Owner shall be assigned more than \$2,500, or such other amount as may be provided by the Act, as the cost of the deductible for any one occurrence for perils required to be insured under the Act. This limit shall not apply to any water damage deductible."
2. The second page of Exhibit "B" is changed by substituting the attached replacement page.

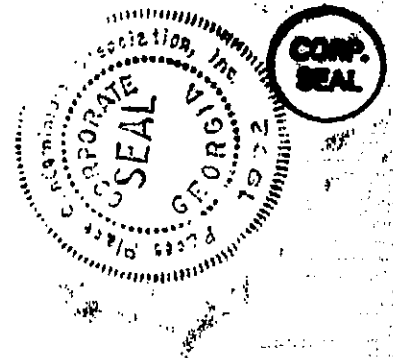
IN WITNESS WHEREOF, the undersigned officers of Paces Place Condominium Association, Inc., hereby certify that the above amendments to the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR PACES PLACE were duly adopted by the Association and its membership.

This 24th day of July, 2006.

PACES PLACE CONDOMINIUM ASSOCIATION, INC.

By: Robert F. Clayton (SEAL)
President

Attest: Joann A. Dunbar (SEAL)
Secretary



Signed, sealed, and delivered this 24th day of July 2006 in the presence of:

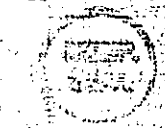
Henry M. Powell
WITNESS

Wanda Rowe
NOTARY PUBLIC



Notary Public, Cobb County, GA
My Commission Expires August 8th, 2009

Deed Book 43293 Pg 645
Filed and Recorded Aug-22-2006 08:41am
2006-0284011
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia



Amendment adopted 2/15/2006 to page 2 of Exhibit "B" of the Amended and Restated Declaration of Condominium for Paces Place. (Substitute entire page for the original page)

" received by each Unit, which is determined by dividing the cubic footage of each unit by the total cubic footage of all units:

<u>Unit</u>	<u>Approximate Cubic Footage</u>	<u>Gas %</u>
3452	20160	2.5924
3454	20160	2.5924
3456	31680	4.0737
3458	17280	2.2220
3460	17280	2.2220
3462	20160	2.5924
3464	20160	2.5924
3466	17280	2.2220
3468	22770	2.9280
3470	15120	1.9443
3472	15120	1.9443
3474	17280	2.2220
3476	15120	1.9443
3478	15120	1.9443
3480	20160	2.5924
3482	20160	2.5924
3484	17280	2.2220
3486	12546	1.6133
3488	11520	1.4814
3494	16968	2.1819
3496	23923	3.0763
3498	20160	2.5924
3500	21648	2.7837
3502	20328	2.6140
3504	21948	2.8223
3506	21948	2.8223
3508	21880	2.8135
3510	15928	2.0482
3512	14331	1.8428
3514	16248	2.0893
3516	20328	2.6140
3518	26531	3.4116
3520	26531	3.4116
3522	24338	3.1296
3524	23408	3.0100
3526	23408	3.0100
3528	23408	3.0100
3530	23408	3.0100
3532	24640	3.1685
TOTAL	777666	100"

Deed Book 43293 Pg 646
 Juanita Hicks
 Clerk of Superior Court
 Fulton County, Georgia

STATE OF GEORGIA
COUNTY OF FULTON

Reference: Deed Book 15240, Page 83

THIRD AMENDMENT TO THE "AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM FOR PACES PLACE"

NOTICE: THIS THIRD AMENDMENT to said Declaration was preceded by a first amendment recorded in Deed Book 43293, Page 646, and a second amendment recorded in Deed Book 47568, Page 566 of the Fulton County Records.

WHEREAS, in accordance with Paragraph 23. of the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR PACES PLACE, the members of the Association, approved the following amendments to said Declaration at its annual meeting on December 2, 2009;

NOW, THEREFORE, the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR PACES PLACE is hereby amended as follows:

Section 10. of said Declaration is amended by adding Paragraph (i) to the end as follows:

(i) Capital Contribution Fee. Upon assumption of ownership of a Unit, each new Owner shall pay into the Association's capital reserve, in addition to all other assessments levied under this Declaration, a capital contribution equal to one monthly installment of the annual assessment for the reserve. The Fee shall not be assessed to Owners who acquire title from a spouse or former spouse, or by gift, or by inheritance. Neither shall the fee be assessed to an existing Owner who purchases another Unit within ninety days of transfer of the prior Unit.

IN WITNESS WHEREOF, the undersigned officers of Paces Place Condominium Association, Inc. hereby certify that the above amendment to the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR PACES PLACE were duly adopted by the Association and its membership.

This 6th day of Dec. 2010.

PACES PLACE CONDOMINIUM ASSOCIATION, INC.

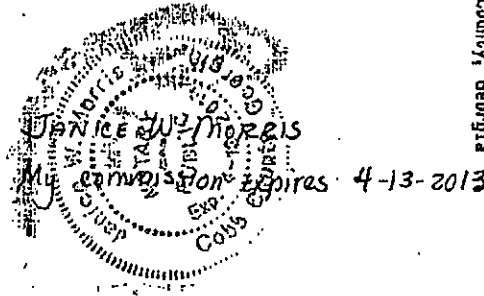
By: [Signature] (SEAL)
Richard Sharkey, President

Attest: [Signature] (SEAL)
Virginia Bondurant, Secretary

Signed, sealed, and delivered this 6th day of December 2010 in the presence of:

[Signature]
WITNESS

[Signature]
NOTARY PUBLIC



Deed Book 49669 Pg. 211
Filed and Recorded Dec-21-2010 09:30am
2010-0501152
Real Estate Transfer Tax \$0.00
Catherine Robinson
Clerk of Superior Court
Fulton County, Georgia

After Recording Return To:
Paces Place Condominium Assoc., Inc.
c/o Suzanne Dunn, Secretary
3490 Paces Place, NW
Atlanta, Georgia 30327

Cross Reference:
Deed Book 15240, Page 82

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

**AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
PACES PLACE CONDOMINIUM**

This Amendment to the Amended and Restated Declaration of Condominium for Paces Place (hereinafter referred to as "Amendment") is made on the date set forth below.

WITNESSETH

WHEREAS, Wright Properties, Inc., a Georgia corporation, recorded a Declaration of Paces Place Condominium, on August 16, 1965, in Deed Book 4461, Page 161, et seq., of the Fulton County, Georgia property records (hereinafter referred to as the "Original Declaration");

WHEREAS, the Paces Place Condominium Association, Inc. (the "Association") amended and restated the Original Declaration by recording that certain Amended and Restated Declaration of Condominium for Paces Place on April 30, 1992, in Deed Book 15240, Page 82, et seq., of the Fulton County, Georgia property records (hereinafter the "Declaration");

WHEREAS, pursuant to Paragraph 23 of the Declaration, the Declaration may be amended by the affirmative vote, written consent (as provided for in the By-Laws for the Association), or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two thirds percent (66 2/3%) of the total vote thereof;

WHEREAS, in accordance with Article II, Section 8 of the Bylaws of Paces Place Condominium Association, Inc. (the "Bylaws"), any amendment to the Declaration may be approved without a meeting if members eligible to vote thereon, consent in writing to such amendment;

WHEREAS, this Amendment has been approved by Owners the written consent of the members of the Association holding sixty-six and two-third percent (66 2/3%) of the total vote thereof, which is evidenced by consent forms, which are on file with the Secretary of the Association and are incorporated into this Amendment by this reference; and

WHEREAS, the consent forms are in writing and were delivered or sent to all Owners; stated the date by which they must be received by the Association in order to be counted, which date was not less than seven (7) nor more than one hundred eighty (180) days from the date the written consents were sent or delivered; and have been signed and dated by the voting Owner, and identify the Unit to which such Owner's vote is appurtenant.

NOW THEREFORE, the Declaration is hereby amended as follows:

I.

Paragraph 9 "Allocation of Liability for Common Expenses" subparagraph (a) is hereby amended by deleting that paragraph in its entirety and substituting therefor the following:

(a) Except as provided below, or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit, as shown on Exhibit "B." However, Electricity and Gas shall be assessed in the same manner based upon benefit received (relative cubic footage) and in accordance with the following paragraphs.

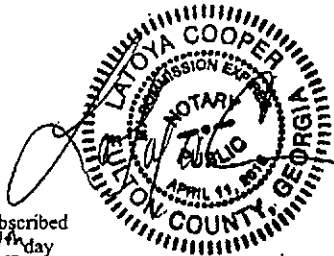
IN WITNESS WHEREOF, the undersigned officers hereby certify that the above amendment was duly adopted by members holding at least sixty six and two thirds (66 2/3) percent of the total Association vote and the same was properly approved.

This 7th day of November, 2013.

PACES PLACE CONDOMINIUM ASSOCIATION, INC.

By: Christopher T. Portis, President

Attest: Suzanne Dunn, Secretary



Sworn to and subscribed before me this 7th day of Nov 2013.

Witness signature

Notary Public signature

My commission expires: MATT DAVIS Notary Public DeKalb County State of Georgia My Commission Expires Jun 13, 2017

EGA DL MRD

After Recording Return To:
Paces Place Condominium Assoc., Inc.
c/o Suzanne Dunn, Secretary
3490 Paces Place, NW
Atlanta, Georgia 30327

Cross Reference:
Deed Book 15240, Page 82

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

**AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
PACES PLACE CONDOMINIUM**

This Amendment to the Amended and Restated Declaration of Condominium for Paces Place (hereinafter referred to as "Amendment") is made on the date set forth below.

WITNESSETH

WHEREAS, Wright Properties, Inc., a Georgia corporation, recorded a Declaration of Paces Place Condominium, on August 16, 1965, in Deed Book 4461, Page 161, et seq., of the Fulton County, Georgia property records (hereinafter referred to as the "Original Declaration");

WHEREAS, the Paces Place Condominium Association, Inc. (the "Association") amended and restated the Original Declaration by recording that certain Amended and Restated Declaration of Condominium for Paces Place on April 30, 1992, in Deed Book 15240, Page 82, et seq., of the Fulton County, Georgia property records (hereinafter the "Declaration");

WHEREAS, pursuant to Paragraph 23 of the Declaration, the Declaration may be amended by the affirmative vote, written consent (as provided for in the By-Laws for the Association), or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two thirds percent (66 2/3%) of the total vote thereof;

WHEREAS, in accordance with Article II, Section 8 of the Bylaws of Paces Place Condominium Association, Inc. (the "Bylaws"), any amendment to the Declaration may be approved without a meeting if members eligible to vote thereon, consent in writing to such amendment;

WHEREAS, this Amendment has been approved by Owners the written consent of the members of the Association holding sixty-six and two-third percent (66 2/3%) of the total vote thereof, which is evidenced by consent forms, which are on file with the Secretary of the Association and are incorporated into this Amendment by this reference; and

Deed Book 53354 Pg 307
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

WHEREAS, the consent forms are in writing and were delivered or sent to all Owners; stated the date by which they must be received by the Association in order to be counted, which date was not less than seven (7) nor more than one hundred eighty (180) days from the date the written consents were sent or delivered; and have been signed and dated by the voting Owner, and identify the Unit to which such Owner's vote is appurtenant.

NOW THEREFORE, the Declaration is hereby amended as follows:

1.

Paragraph 9 "Allocation of Liability for Common Expenses" subparagraph (b) is hereby amended by adding the following:

(iii) Whenever separate and individual utility meters are installed and utilized for the purpose of apportioning liability for common expenses, the following shall apply: where the individual meters are installed for the purpose of allocating liability for a utility which is billed to the Association under a master bill, each unit's liability for the common expense may be assessed by calculating the per unit cost of the utility to the Association for the respective period, and multiplying the per unit cost of the utility to the Association by each individual unit's actual consumption for the respective period, as read from each unit's individual meter. In any event where the foregoing does not capture the entire balance of a master utility bill due by the Association, the remaining balance shall be apportioned pursuant to the foregoing paragraphs.

IN WITNESS WHEREOF, the undersigned officers hereby certify that the above amendment was duly adopted by members holding at least sixty six and two thirds (66 2/3) percent of the total Association vote and the same was properly approved.

This 7th day of November 2013.

PACES PLACE CONDOMINIUM
ASSOCIATION, INC.

By: Christopher T. Portis
Christopher T. Portis, President

Attest: Suzanne Dunn
Suzanne Dunn, Secretary

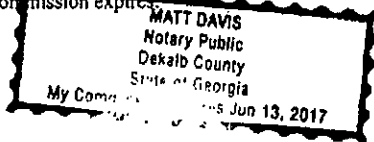
GA DE MRD

Sworn to and subscribed
before me this 7th day
of Nov 2013.

Witness

Notary Public

My commission expires



Deed Book 53354 Pg 298
Filed and Recorded Nov-20-2013 01:08pm
2013-0291368
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

After Recording Return To:
Paces Place Condominium Assoc., Inc.
c/o Suzanne Dunn, Secretary
3490 Paces Place, NW
Atlanta, Georgia 30327

Cross Reference:
Deed Book 15240, Page 82

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

**AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM FOR
PACES PLACE CONDOMINIUM**

This Amendment to the Amended and Restated Declaration of Condominium for Paces Place (hereinafter referred to as "Amendment") is made on the date set forth below.

WITNESSETH

WHEREAS, Wright Properties, Inc., a Georgia corporation, recorded a Declaration of Paces Place Condominium, on August 16, 1965, in Deed Book 4461, Page 161, et seq., of the Fulton County, Georgia property records (hereinafter referred to as the "Original Declaration");

WHEREAS, the Paces Place Condominium Association, Inc. (the "Association") amended and restated the Original Declaration by recording that certain Amended and Restated Declaration of Condominium for Paces Place on April 30, 1992, in Deed Book 15240, Page 82, et seq., of the Fulton County, Georgia property records (hereinafter the "Declaration");

WHEREAS, pursuant to Paragraph 23 of the Declaration, the Declaration may be amended by the affirmative vote, written consent (as provided for in the By-Laws for the Association), or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two thirds percent (66 2/3%) of the total vote thereof;

WHEREAS, in accordance with Article II, Section 8 of the Bylaws of Paces Place Condominium Association, Inc. (the "Bylaws"), any amendment to the Declaration may be approved without a meeting if members eligible to vote thereon, consent in writing to such amendment;

WHEREAS, this Amendment has been approved by Owners the written consent of the members of the Association holding sixty-six and two-third percent (66 2/3%) of the total vote

thereof, which is evidenced by consent forms, which are on file with the Secretary of the Association and are incorporated into this Amendment by this reference; and

WHEREAS, the consent forms are in writing and were delivered or sent to all Owners; stated the date by which they must be received by the Association in order to be counted, which date was not less than seven (7) nor more than one hundred eighty (180) days from the date the written consents were sent or delivered; and have been signed and dated by the voting Owner, and identify the Unit to which such Owner's vote is appurtenant.

NOW THEREFORE, the Declaration is hereby amended as follows:

1.

Paragraph 15 is hereby amended by deleting that paragraph in its entirety and substituting therefor the following:

15. Leasing of Units. In order to protect the equity of the individual Unit Owners at Paces Place, to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as a homogenous residential community of predominantly owner-occupied homes and by preventing the Condominium from assuming the character of a renter-occupied apartment complex, and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provides that the project be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Paragraph.

(a) Definitions.

(i) Leasing shall mean the regular, exclusive occupancy of a Unit by any person other than the Owner, for which the Owner receives any consideration or benefit including, but not limited to, a fee, service, gratuity or emolument. Roommates occupying the Unit along with the Owner are expressly prohibited as provided by this Declaration.

(ii) Open Leasing Status shall authorize a Unit to be leased at any time subject to the provisions and requirements of this Declaration. Each Unit at Paces Place which is being leased on the date that this amendment to the Declaration is recorded in the Fulton County, Georgia records shall have Open Leasing Status until title to the Unit is conveyed to any person or entity other than the person or entity holding record title on the date that this Amendment to the Declaration is recorded in the Fulton County, Georgia records, after which conveyance the Unit shall automatically be converted to Restricted Leasing Status. Open Leasing Status may also be conferred upon a Unit as provided in subsection (b) below.

(iii) Restricted Leasing Status shall subject a Unit to the restrictions on leasing contained in subsection (b) below. All Units which are not being leased on the date that this Amendment to the Declaration is recorded in the Fulton County, Georgia records shall be in Restricted Leasing Status unless converted to Open Leasing Status as provided in subsection (b) below.

(b) General. No Owner of a Unit in Restricted Leasing Status may lease his or her Unit if twenty (20) (or eight (8) total Units) percent or more of the Units in the Condominium are in Open Leasing Status, except as provided in subsection (c) below for cases of undue hardship. Any Owner of a Unit in Restricted Leasing Status may apply in writing to the Board of Directors for conversion to Open Leasing Status in accordance with rules and regulations promulgated by the Board of Directors. Upon receipt of such written application, the Unit shall be placed at the end of a waiting list for conversion to Open Leasing Status. At such times as less than twenty (20) percent of the Units are in Open Leasing Status, the Board shall notify the Owner of the Unit at the top of the waiting list of its conversion to Open Leasing Status, and such Owner shall have ninety (90) days within which to lease the Unit or it shall automatically revert to Restricted Leasing Status. Any Unit in Open Leasing Status shall automatically be converted to Restricted Leasing Status if the Unit is not subject to an approved lease for ninety (90) or more consecutive days.

(c) Undue Hardship. Notwithstanding the provisions of subsection (b) above, the Board of Directors shall be empowered to allow reasonable leasing of a Unit upon application in accordance with this Section to avoid undue hardship, including, but not limited to the following situations: (1) a Unit Owner must relocate his or her residence outside the Atlanta metropolitan area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner dies and the Unit is being administered by his or her estate; and (3) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit, in which case the Unit Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with this subsection (c), have demonstrated that the inability to lease their Unit would result in undue hardship, and have obtained the requisite written approval of the Board may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship.

Any Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, a copy of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. When an application is approved, the Owner shall provide the Board with the name and phone number of the lessee and the Owner's address other than at the Condominium and other such information as the Board may reasonably require within ten (10) days after a lease has been signed by both parties.

Any transaction which does not comply with this Section shall be voidable at the option of the Board of Directors.

(d) Leasing Provisions. Such leasing as is permitted by this Section shall be governed by the following provisions:

(i) General. All leases shall be in writing in a form approved by the Board prior to the effective date of the lease. The Board shall maintain in its files and, upon request, shall provide to any Owner a form which is deemed acceptable. All leases must be for an initial

term of at least one (1) year. There shall be no subleasing or assignment of leases unless approved in writing by the Board. Units may be leased only in their entirety; no fraction or portion may be leased. No transient tenants shall be accommodated in a Unit. All leases shall be subject to the Declaration, the By-Laws and the rules and regulations of the Association. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations, and the lease form shall provide that the Owner has made available to the lessee copies of the Declaration, By-Laws, and the rules and regulations.

(ii) Notice. Within ten (10) days after entering into the lease of a Unit, the Owner shall provide the Board of Directors with the name and phone number of the lessee and all other people occupying the Unit, the Owner's address other than at the Condominium, and such other information as the Board may reasonably require. Notwithstanding anything in the Declaration to the contrary, failure to provide the above information to the Board within ten (10) days after entering into the lease of a Unit may result in a fine against the Owner for each day that the information is not provided to the Board. Nothing herein shall be construed as giving any party the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form of the proposed lease.

(iii) Liability for Assessments, Use of Common Elements, and Compliance with Declaration, By-Laws, and Rules and Regulations. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(A) Compliance with Declaration, By-Laws, and Rules and Regulations. Lessee agrees to abide and comply with all provisions of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. Owner agrees to cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, By-Laws, or a rule or regulation for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Any lessee charged with a violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the Declaration, By-Laws, or rules and regulations adopted pursuant thereto is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Georgia law. The Owner hereby delegates and assigns to Paces Place Condominium Association, Inc., acting through the Board, the power and authority to evict the lessee on behalf of and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict

the lessee, any costs, including attorney's fees and court costs, associated with the eviction shall be specially assessed against the Unit and the Owner thereof, such being deemed hereby as an expense which benefits the leased Unit and the Owner thereof.

(B) Use of Common Elements. The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Condominium, including, but not limited to, the use of any and all recreational facilities and other amenities.

(C) Liability for Assessments. When a Unit Owner who is leasing his or her Unit fails to pay any annual or special assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the lessee during the period of delinquency, and, upon request by the Board of Directors, lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by lessee. However, lessee need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

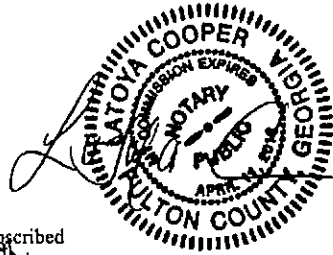
(e) Applicability of this Paragraph 15. Any Owner of a Unit which is leased on the effective date of this Amendment, shall remain in Open Leasing Status until title to the Unit is conveyed as provided in sub-paragraph 15(a)(ii) above. Leases existing on the date which this Amendment to the Declaration is recorded in the Fulton County, Georgia records shall not be subject to the terms of this Section; such leases may continue in accordance with the terms of the Declaration as it existed prior to the recording date of this Amendment. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with the terms of sub-Paragraph 15(d) of this Article. Any Owner of a Unit which is leased on the effective date of this Amendment shall place on file with the Board of Directors a copy of the lease agreement in effect within thirty (30) days of the date on which this Amendment to the Declaration is recorded in the Fulton County, Georgia records.

This Paragraph 15 shall not apply to any leasing transaction entered into by the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

[Remainder of page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the undersigned officers hereby certify that the above amendment was duly adopted by members holding at least sixty six and two thirds (66 2/3) percent of the total Association vote and the same was properly approved.

This 7th day of November, 2013.



PACES PLACE CONDOMINIUM ASSOCIATION, INC.

By: Christopher T. Portis
Christopher T. Portis, President

Attest: Suzanne Dunn
Suzanne Dunn, Secretary

GA DL MRD

Sworn to and subscribed before me this 7th day of Nov 2013.

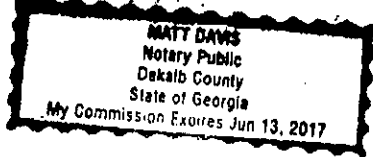
[Signature]

Witness

[Signature]

Notary Public

My commission expires:



Deed Book 56943 Pg 152
Filed and Recorded Dec-07-2016 03:52pm
2016-0343052
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to:

STATE OF GEORGIA
COUNTY OF FULTON

Reference: Deed Book:15240
Page: 0082

Deed Book 15240
Page 129

**AMENDMENT TO THE BYLAWS OF PACES PLACE
CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, Wright Properties, Inc., a Georgia corporation, recorded a Declaration of Paces Place Condominium on August 16, 1965, in Deed Book 4461 at Page 161 of the Fulton County, Georgia land records ("Original Declaration").

WHEREAS, the Original Declaration was stricken in its entirety and replaced by the Amended and Restated Declaration of Condominium for Paces Place, recorded on April 30, 1992 in Deed Book 15240 at Page 82 of the Fulton County, Georgia land records ("Restated Declaration"); and

WHEREAS, the Bylaws of Paces Place Condominium Association, Inc. were recorded as Exhibit "C" to the Restated Declaration (the "Bylaws"); and

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

WHEREAS, the following amendment to the Bylaws was approved by Owners holding more than sixty-six and two-thirds (66 2/3%) of the total Association vote.

NOW, THEREFORE, the Bylaws for Paces Place is hereby amended as follows:

1.

Article II, Section 1 of the Bylaws is hereby amended by deleting therefrom the word "December" and substituting therefor the word "January", such that Section 1, as amended, reads as follows:

Section 1. Annual Meetings. The regular annual meeting of the members shall be held during January of each year with the date, hour and place to be set by the Board of Directors.

2.

Article III, Section 10 of the Bylaws is hereby amended by adding the word "e-mail" behind the phrase "in person", such that Article III, Section 10, as amended, reads as follows:

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice President, Secretary, Treasurer, or Member-at-Large at the request of at least two directors on three days' notice to each director by mail, in person, by telephone, by email, or by facsimile transmission which notice shall state the time, place, and purpose of the meeting.

3.

Article III, Section 12 of the Bylaws is hereby amended by deleting the first sentence thereof and replacing it with the following:

The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a record of all resolutions adopted by the Board of Directors and record of all transactions and proceedings occurring at such meetings.

4.

Article III, Section 21 is hereby amended to delete the phrase "*appointed by the President*" and substituting therefor the phrase "*appointed by the Board of Directors*" such that Section 21, as amended, shall read as follows:

Section 21. Services on Committees. Unless otherwise provided in these By-laws or in the resolution authorizing a particular committee, the members of any committee shall be appointed by the Board of Directors and shall serve at the pleasure of the Board of Directors. Any committee member may be removed with or without cause at any time and with or without a successor being named.

5.

Article IV, Section 5 is hereby amended by deleting that Section in its entirety and replacing it with the following:

Section 5. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board of Directors. The President shall have all the general powers and duties which are incident to the office of the president of a corporation organized under the Georgia Nonprofit Corporation Code.

6.

Article IV, Section 7 is hereby amended by deleting therefrom the phrase "*books and papers*" and substituting therefor the phrase "*books, papers and e-mails*".

7.

Article IV, Section 5 is hereby amended by deleting that Section in its entirety and substituting therefore the following:

Section 5. Fiscal Year. The fiscal year of the Association shall be the calendar year.

IN WITNESS WHEREOF, the undersigned Officers of the Paces Place Condominium Association, Inc., hereby certify that the Amendment to the Bylaws of the Paces Place Condominium Association was duly approved by the Owners holding more than sixty-six and two-thirds (66 2/3%) of the total Association vote of the Association membership and all required notices were given.

This 21st day of December, 2016.

PACES PLACE CONDOMINIUM ASSOCIATION, INC.

By: *Arthur Falmadge*
President

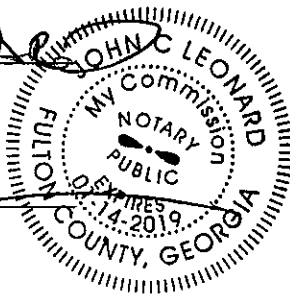
Attest: *Jeanne D. Schuch*
Secretary

[CORPORATE SEAL]

Sworn to and subscribed before me
this 21 day of Nov, 2016.

John C Leonard
Witness

John C Leonard
Notary Public



[NOTARY SEAL]