

Return to:
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404/688-2300

DECLARATION OF CONDOMINIUM
FOR
PALISADES AT WEST PACES CONDOMINIUM

THIS DECLARATION, made this 9th day of November, 2000, by THE PALISADES AT WEST PACES, INC (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant owns the real property and improvements thereon located in Fulton County, Georgia, and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property") in fee simple and desires to submit the Property to the provisions of the Georgia Condominium Act and to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property is hereby submitted and made subject to the form of ownership set forth in the Georgia Condominium Act, and the Property is hereby made subject to this Declaration. By virtue of the recording of this Declaration, said property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Georgia Condominium Act and this Declaration, and every grantee of any interest in said property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to the provisions of the Georgia Condominium Act and this Declaration and shall be deemed to have assented to the same

Condominium Plat recorded at Condominium Plat Book 13, page 127, Fulton County,
Georgia Records
Condominium Floor Plans recorded at Condominium Cabinet 8, pages 49,
Fulton County, Georgia Records

(j) "Declaration" shall mean and refer to this document and all amendments hereof made in accordance with this Declaration and the Act

(k) "Director" shall mean and refer to a member of the Board of Directors

(l) "Majority" shall mean and refer to the votes representing more than fifty percent (50%) of the votes assigned to the Condominium Units as provided in this Declaration or more than fifty percent (50%) of the Directors or members of committees appointed by the Board of Directors, as may be applicable

(m) "Mortgage" shall mean and refer to a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to a Condominium Unit or any portion of the Property

(n) "Mortgagee" shall mean and refer to the holder of a mortgage

(o) "Officer" shall mean and refer to an officer of the Association

(p) "Owner" or "Unit Owner" shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Condominium Unit, excluding, however, those persons having such an interest under a mortgage

(q) "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof

(r) "Plans" shall mean and refer to the Unit Floor Plans for Palisades at West Paces Condominium bearing the certificate and seal of Milan Vancura, Georgia Registered Architect, and dated November 8, 2000, as revised, which depict the dimensions of the Units and are filed for record, together with this Declaration, on the records of Fulton County, Georgia, and any revisions thereof as may be filed for record on the records of Fulton County, Georgia, from time to time. Said Plans are supplemented by the certificate dated November 8, 2000 of Milan Vancura, Georgia Registered Architect, attached hereto as Exhibit "D".

(s) "Plat" shall mean and refer to that certain Boundary Survey for Palisades at West Paces Condominium dated February 12, 1992, last revised November 6, 2000, and prepared by G.M. Gillespie, Georgia Registered Land Surveyor, filed for record, together with this Declaration, on the condominium plat records of Fulton County, Georgia, and any revisions thereof as may be filed for record on the records of Fulton County, Georgia, from time to time

(t) "Record" or "file for record" shall mean and refer to filing for record with the Clerk of Superior Court of Fulton County, Georgia

ARTICLE II

DESCRIPTION OF CONDOMINIUM

1. Property Submitted to Declaration The Condominium is comprised of the Property, including the improvements located thereon. The general area and location of the Units and other improvements on the Property and the dimensions of the Units are shown on the Plat and the Plans, recorded together with this Declaration on the records of Fulton County, Georgia. So long as Declarant owns any Condominium Unit, Declarant shall have the right, but not the obligation, to make improvements and changes to all parts of the common elements and the Units owned by

whenever practicable, only upon advance notice to and with the permission of the Unit Owner or occupant of a Unit directly affected thereby. The Board of Directors of the Association shall have the power to grant and accept easements over and through the Property for the installation, maintenance, repair and replacement of utilities and for other public purposes consistent with the intended use of the common elements

5. Rights of Declarant. Declarant and its duly authorized agents, representatives, and employees shall have an easement for the maintenance of signs, a sales office, a business office, and model Units on the Property, together with such other facilities and activities as in the opinion of Declarant may be reasonably required, convenient or incidental to the construction, completion, renovation, improvement, development or sale of the Condominium Units. Declarant shall have a transferable easement on and over the common elements for the purpose of making contemplated improvements on the Property, and for the purposes of doing all things reasonably necessary and proper in connection therewith. The easements conferred by this section may not be terminated and shall continue so long as Declarant owns any Unit primarily for the purpose of sale.

6. Rights of Unit Owners and the Association to Garage Unit.

(a) Each Unit Owner and the Association shall have a permanent easement for the use of the number of parking spaces in the Garage Unit as are set forth in Exhibit "B" to this Declaration. The owner of the Garage Unit may reasonably alter the location of spaces designated for use by the owners entitled to use this easement. These parking easements may be used by the Unit Owners without further compensation to the owner of the Garage Unit; provided, however, the owner of the Garage Unit may collect a reasonable deposit from each Unit Owner and the Association before providing the Unit Owner or the Association with any card or device to allow access to the garage by the users of the easement.

(b) In addition to the easements provided in paragraph (a) above, each Unit Owner shall have a permanent non-exclusive easement for the use of the parking spaces in the Garage Unit for the use of their tenants, employees, patients, invitees, and guests, subject to the restrictions set forth in this paragraph. The Garage Unit shall be operated by the Unit Owner as a commercial parking facility subject to market rate fees for monthly, daily or hourly use. The parking spaces shall be accessible by monthly renters at any time; the parking garage shall be open for daily or hourly use during commercially reasonable hours on all days except Sundays and holidays; Sunday, holiday and after hour use for daily or hourly use shall be available only by special arrangement with the Owner of the Garage Unit. The Garage Unit Owner shall not have any responsibility to have on site staff available except when the garage is open for daily or hourly use. The Garage Unit Owner shall have the option to close, on a temporary basis, one or more floors of the Garage for special events or circumstances so long as a reasonable number of parking spaces remain available for use by the Unit Owners. This non-exclusive easement shall not be construed to reserve to the Unit Owners sole use of the Garage Unit parking spaces; the Garage Unit Owner shall be entitled to lease spaces to persons other than the other Unit Owners, their tenants, employees, patients, invitees and guests.

ARTICLE IV

MAINTENANCE AND REPAIR

1. Common Elements. Except as may be herein otherwise specifically provided, the responsibility of the Association with respect to maintenance, repair and replacement shall be to maintain, repair and replace all portions of the common elements, subject to the provisions below concerning limited common elements. The responsibility of the Association shall include the cleaning of all elevator lobbies, but any elevator lobby on a floor where there is only a single Unit

Owner shall otherwise be maintained by the owner of the Unit on that floor. Except as may be otherwise provided by the Act, the Association shall not be liable for injury or damage to a person or property caused by the elements or by any Unit Owner, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance or equipment the responsibility for the maintenance of which is that of the Association, nor shall the Association be liable to any Unit Owner for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the common elements. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. With respect to the Units, the Association shall be responsible for maintaining, repairing and replacing the exterior finish of the entry doors of the Units, except that the Unit Owner shall be responsible for maintaining, repairing, and replacing any panes of glass in the entry doors to such Owner's Unit.

2. Units and Limited Common Elements

The responsibility of the Unit Owner with respect to maintenance and repair shall be to maintain, repair and replace all portions of his Unit and the limited common elements assigned exclusively thereto, except those portions, if any, which are to be maintained, repaired or replaced by the Association. The responsibility of the Unit Owner shall include the maintenance, repair and replacement of all fixtures, equipment and appliances, including without limitation portions of the heating system serving his Unit or located within the boundaries thereof, and all chutes, flues, ducts, conduits, wires, pipes or other apparatus located within the boundaries of such Owner's Unit or deemed to be a part thereof as provided by Exhibit "C" hereto. To maintain and help prevent breakage of water pipes during colder months, the responsibility of the Unit Owner shall include the obligation to keep the heat in any interior Unit turned "on" with thermostats set no lower than 55 degrees Fahrenheit whenever temperatures are forecast to drop below 32 degrees Fahrenheit. The Association shall be responsible for the maintenance, repair, and replacement of the windows, screens, and entry doors which are a part of the Unit; provided, however, that the expense of such repair and maintenance, excluding structural repairs and maintenance of the specified limited common elements, shall be specially assessed against the Owner of such Unit and shall not constitute a common expense. The Association shall repair and maintain any portions of the fire prevention sprinkler system which may be defined as a part of the Unit in addition to those portions of the fire prevention sprinkler system that are part of the common elements; repair of incidental damage to portions of the Unit caused by leaks from the fire prevention sprinkler system located within a unit that occur prior to notification to the Association of a defect or need for repair shall be the responsibility of the Unit Owner. Each Unit Owner shall be responsible for performing his responsibilities in such manner so as not to unreasonably disturb other persons in other Units. Each Unit Owner shall promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is that of the Association. In addition to the maintenance responsibilities imposed on the Association, the Association shall have the right but not the obligation to make any repair or replacement or to do any cleaning or maintenance which is the responsibility of the Unit Owner but which responsibility the Unit Owner fails or refuses to discharge, and in such event such Unit Owner shall be obligated to pay for the cost incurred by the Association for such work. Each Unit Owner shall also be obligated to pay for the cost of repairing, replacing, or cleaning any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such Unit Owner, its tenants, employees, invitees, or guests, and such cost shall be added to and become part of assessment or portion thereof next coming due to which the Unit Owner is subject.

ARTICLE V

ASSESSMENTS

1. Creation of Lien and Personal Obligation. Each Owner of any Condominium Unit covenants and agrees to pay to the Association annual and special assessments or charges provided by this Declaration. All such assessments and other charges shall, from the time they become due and payable, be a charge against and continuing lien upon the Condominium Unit in favor of the Association and for the benefit of all Unit owners. Each assessment or charge shall also be the personal obligation of the Unit Owner. No Unit Owner may waive or otherwise escape liability for such assessments by non-use of the common elements or abandonment of his Condominium Unit. Nothing contained herein shall authorize a reduction or elimination of any portion of an assessment against a Unit because such Unit allegedly does not benefit from some of the expenses relating to the common elements. Each Unit Owner shall be liable for each assessment coming due while he is a Unit Owner, and any subsequent owner of the Unit shall be jointly and severally liable for any assessment or portion thereof as may be due and payable at the time of conveyance to the subsequent owner. The rights of any subsequent Owner to recover from the prior Owner any amounts due by the prior Owner and paid by the subsequent Owner shall not be prejudiced. To the extent provided in the Act, in the event that the holder of a mortgage of record or other person acquires title to any Condominium Unit as a result of foreclosure of a first priority or secondary purchase money mortgage (provided that neither the grantee nor any successor grantee on any such secondary purchase money mortgage was the seller of the Unit), such purchaser at the foreclosure sale or such mortgagee, as the case may be, his or its successors, successors in title and assigns, shall not be liable for, nor shall such Condominium Unit be subject to a lien for, any assessment or charge hereunder chargeable to such Condominium Unit on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be common expenses collectible from the Owners of all Units, including the Unit acquired at the foreclosure sale.

2. Annual Assessments.

The amount of all common expenses not specially assessed pursuant to the provisions of this Declaration, less the amount of all undistributed and unreserved common profits, shall be assessed against the Condominium Units in the proportion set forth in Article II, Section 2, of this Declaration. The annual assessment payable by the Unit Owners shall be levied by the Board of Directors. During the year commencing with the first day of the month of the effective date of this Declaration, the annual assessment applicable to each Condominium Unit shall be as set forth in the budget for the Condominium delivered to each purchaser of a Condominium Unit. Not later than thirty (30) days before the end of such fiscal year and each ensuing fiscal year, the Board of Directors of the Association shall prepare and submit in writing to the Unit Owners an estimated budget of the common expenses for the ensuing fiscal year, together with notice of the amount of the annual assessment based on such budget payable by each Unit Owner during the new fiscal year. If for any reason an annual budget is not made as required hereby, a payment in the amount required by the last prior assessment shall be due on the first day of each month until changed by a new assessment. The annual budget submitted by the Board shall become effective unless disapproved by a vote of a majority of the total association membership.

If the estimated budget proves inadequate for any reason, then the Board of Directors may levy at any time a further assessment against the Unit Owners and notify the Unit Owners accordingly. Except for special assessments which may be levied under Section 3 of this Article, no special assessment levied by the Board made necessary by an inadequate budget, which special

assessment averages in excess of \$200.00 per unit in any fiscal year, shall go into effect unless approved by a majority vote of the Unit Owners.

Common expenses shall include, without limitation, the following:

(i) any management fees and expenses of administration, including management, legal, and accounting fees;

(ii) utility charges for any utilities serving the common elements and charges for other common services;

(iii) the cost of any master or blanket policies of insurance purchased for the benefit of all Unit Owners and the Association as required by this Declaration, including fire and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Unit Owners;

(iv) the expense of maintenance, operation and repair of the common elements as well as any maintenance upon the Units which is the responsibility of the Association under the provisions of Article IV, if such expense is not covered by a special assessment including, without limitation, expenses relating to all elevators, landscaping, and common element parking areas, subject to any limitations elsewhere described herein;

(v) charges for any utilities provided to the Units and not separately metered;

(vi) such other charges as may be determined from time to time by the Board of Directors of the Association to be common expenses, including, without limitation, taxes and governmental charges such as sanitary taxes not separately assessed against each Condominium Unit, other than ad valorem real property taxes; and

(vii) the establishment and maintenance of a reasonable reserve fund or funds for maintenance, repair, and replacement of those common elements that must be replaced on a periodic basis and of a reserve to cover operating contingencies or deficiencies arising from unpaid assessments or liens, emergency expenditures and other matters, as may be authorized from time to time by the Board of Directors.

Each Unit Owner shall be obligated to pay such assessments to the Association in equal monthly installments on or before the first day of each month, or in such other reasonable manner as the Board of Directors shall designate. In any year in which there is an excess of assessments and other income over expenditures, such excess shall appertain to the Condominium Units according to their proportionate share of common expenses, and the Board of Directors, by resolution and without the necessity of a vote of the Unit Owners, shall determine either to apply such excess or any portion thereof against and reduce the subsequent year's assessments or to allocate the same to one or more reserve accounts of the Association described above. In the event that the Association acquires title to a Condominium Unit, the Association shall be exempt from all assessments during the period of its ownership thereof.

3. Special Assessments Any common expenses occasioned by the conduct of any Unit Owner or any tenant, guest, licensee, or invitee of any Unit Owner shall be specially assessed against such Owner's Unit or Units. Any common expenses of the Association benefitting less than all of the Units or significantly disproportionately benefitting all of the Units shall be assessed equitably among the Units so benefitted; provided, however, that, other than for limited common elements expressly designated as such by this Declaration, the Plat or Plans, and assigned to less

than all Units, nothing in this section shall permit the Association to specially or disproportionately allocate common expenses for periodic maintenance, repair and replacement of any portion of the common elements or the units which the Association has the obligation to maintain, repair or replace. Any expense relating to an optional service provided by or through the Association may be specially assessed against those Units utilizing such service. Each Unit Owner shall be obligated to pay to the Association, on a monthly basis or as otherwise billed, charges for utilities purchased in bulk by the Association but metered by the Association for delivery to the individual units. The special assessments provided for in this Section shall be levied by the Board of Directors, and the amount and due date(s) of such special assessments so levied shall be as specified by the Board.

4 Special Assessments for Capital Improvements In addition to the special and annual assessments authorized above, and in addition to the special assessments for reconstruction or repair of casualty damage, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of, or repair or replacement of a portion of the common elements (including the necessary fixtures and personal property related thereto), which is for the benefit of all Unit Owners in the Condominium as a whole. The total amount of the special assessment levied by the Board of Directors under and pursuant to this Section shall not exceed an average sum of \$200.00 per Condominium Unit in any one fiscal year unless approved by a majority vote of the total association membership which is eligible to vote, voting in person or by proxy, at a meeting duly called and held for such purpose. Unless the special assessment covers an expense which is charged to the Association on a "per unit" basis, Unit Owners shall be assessed for special assessments under this Section in the proportion set forth in Article II, Section 2 of this Declaration, and the due date(s) of any such special assessments shall be specified by the Board of Directors. Notwithstanding the foregoing, so long as Declarant shall own one or more Condominium Units, no special assessment shall be levied against the Unit Owners pursuant to the provisions of this Section unless such special assessment shall also be approved by Declarant.

5 Evidence of Payment Any Unit Owner, mortgagee of a Condominium Unit, person having executed a contract for the purchase of a Unit, or lender considering the loan of funds to be secured by a Condominium Unit shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid (with late charges and interest applicable thereto) against that Condominium Unit. Such request shall be in writing, delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association to mail to the address specified in such request or otherwise furnish such a statement within five (5) business days from the receipt of such request shall cause the lien against the specified Unit for assessments which are, as of the expiration of such five day period, due and payable to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, as the case may be, and successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and every Unit Owner. Payment of a fee of Ten Dollars (\$10.00) or such higher fee as may be permitted by the Act, which shall accompany such request, shall be required as a prerequisite to the issuance of such a statement.

6 Non-Payment of Assessments: Remedies of Association If any assessment, or portion thereof, is not paid within five (5) days after the due date, then a late charge, not in excess of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount of each delinquent assessment or installment shall also be included in the lien and shall be due and payable to the Association. The lien for assessments shall also include interest at a rate of ten percent (10%) per annum (or such higher amount as may be permitted by the Act from time to time) on any assessment, installment, delinquency or late charge from the date such sum was first due and payable. The lien

for assessments shall further secure costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit, and reasonable attorney's fees actually incurred. The lien for assessments shall also include the fair rental value of the Condominium Unit from the time of the institution of suit until the sale of the Unit at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Unit Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, and foreclosure proceedings may be instituted to enforce such lien. Such notice shall be sent by certified mail, return receipt requested, to the Unit Owner both at the address of the Condominium Unit and at any other address or addresses the Unit Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. All actions for the collection of such assessments by suit, judgment and foreclosure of the aforesaid lien shall be brought in the same manner as other liens for the improvement of real property. The Board of Directors, acting on behalf of the Association, shall have the power to bid in the Condominium Unit at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. The lien for assessments shall lapse and be of no further effect as to assessments or installments thereof, together with late charges and interest applicable thereto, first becoming due and payable more than three (3) years prior to the date upon which the notice contemplated herein is given or more than three (3) years prior to the institution of suit therefor, if suit is not instituted within ninety (90) days after the giving of such notice. The Board of Directors of the Association may suspend the voting rights of a Unit Owner and the rights of the Unit Owner to use certain of the common elements during the period in which any assessment or portion thereof remains unpaid and after at least ten (10) days' written notice is given to the Unit Owner in the manner aforesaid.

7. Priority of Lien. The lien created by this Article shall be prior and superior to all other liens except only (a) the lien for ad valorem taxes on the Unit, (b) the lien of any first priority mortgage, (c) the lien of any secondary purchase money mortgage to which the Condominium Unit is subject, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Unit, and (d) the lien of any mortgage recorded prior to the recording of this Declaration.

ARTICLE VI ADMINISTRATION

1. Administration of the Condominium. Subject to the provisions hereinafter set forth in this Section 1, the administration of the Condominium, the maintenance, repair, renovation, replacement and operation of the common elements, and other duties imposed upon the Association by the Act, the Georgia Nonprofit Corporation Code, this Declaration, the Bylaws, and the Articles of Incorporation (which five items shall hereinafter sometimes be referred to collectively as "the Governing Documents") shall be the responsibility of the Association, and the exercise of the powers and duties of the Association shall be in accordance with the Governing Documents. Notwithstanding any other provision to the contrary contained in this Declaration or in the Articles of Incorporation or the Bylaws, Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events to occur: (i) the expiration of three (3) years after the date of the recording of this Declaration, (ii) the date as of which Units to which eighty per cent (80%) of the undivided interests in the common elements appertain shall have been conveyed by Declarant to Unit Owners other than a person or persons constituting Declarant, or (iii) the surrender by Declarant of the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant.

ARTICLE VII

INSURANCE

1. Coverage The Association shall maintain the insurance required by the Act (O.C.G.A. § 44-3-107), by the various provisions of the Declaration and the Bylaws, and such other insurance as the Board of Directors may deem appropriate. Notwithstanding any future change in the Act, such insurance shall at all times include public liability and property damage insurance in such amounts and in such forms as shall be required by the Board of Directors of the Association, but (a) not in amounts less than \$500,000.00 for injury, including death, to a single person, \$1,000,000.00 for injury or injuries, including death, arising out of a single occurrence, and \$50,000.00 property damage, or, (b) in the alternative, a liability policy affording coverage for bodily injury and property damage with a combined single limit in an amount not less than \$1,050,000.00. Such insurance shall cover the Association, all agents and employees of the Association, all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and, if reasonably obtainable, the Board of Directors and officers of the Association. If any damage to or destruction of any Unit is being repaired, replaced or restored, if the cost thereof exceeds the insurance proceeds attributable thereto, and if the shortfall of insurance proceeds is due to the failure of the policy to insure current full replacement value excluding improvements or betterments made by the Unit Owners, the excess funds required shall be a common expense shared by all Unit Owners rather than an individual expense to be borne entirely by the owner of the Unit which was damaged or destroyed. As to insurance required to be maintained by the Association by the Act, the Association may allocate equitably the payment of a reasonable insurance deductible between the Association and the Unit Owners affected by a casualty against which the Association is required to insure; provided, however, that the amount of deductible which can be allocated to any one Unit Owner shall not exceed \$1,000.00 per casualty loss, or such higher amount as may be permitted by the Act from time to time. This limitation shall not preclude an allocation to a Unit Owner pursuant to the first sentence of Article V, Section 3.

2. Mortgages In the event of substantial damage to or destruction of any Unit or any part of the common elements, the holder of any first mortgage on a Condominium Unit shall be entitled to timely written notice of any such damage or destruction, and no provision of this Declaration or of any other document establishing the Condominium shall entitle the Owner of a Condominium Unit or other party to priority over such holder with respect to the distribution of any insurance proceeds with respect to such Condominium Unit. Any mortgage holder, insurer or guarantor shall be entitled to timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

3. Other Insurance With respect to any peril which is excluded by the Association's hazard insurance policy, any Unit Owner shall have the right to obtain coverage in such Unit Owner's name against such peril (i) covering such Unit Owner's undivided interest in the common elements; and/or (ii) covering any portion of the common elements damage to which will directly and adversely affect the use of such Owner's Unit or may result in damage to such Owner's Unit or the contents thereof. Nothing contained in the foregoing shall relieve the Association of its duty to maintain the insurance required by the Act and this Declaration. The Association may maintain such other insurance for the benefit of the Association, as deemed advisable by the Board of Directors, which is consistent with the operation of the property. Each Unit Owner may obtain insurance at his own expense, affording coverage upon his personal property, as well as upon any improvements and betterments he may make to his Unit, or as may be required by law. Insofar as may be permitted by law, each such policy acquired by a Unit Owner shall contain a waiver of subrogation as to any claims against the Association and of any defense based on co-insurance. The Board of Directors may, to the extent permitted by applicable law, require any Unit Owner to carry

public liability, personal property, and/or other insurance with respect to the occupancy of such Owner's Unit and to furnish copies of any policies required to be obtained to the Association, if the Board determines that such coverage is reasonably necessary to protect the interests of the Association and/or the other Unit Owners and requires all Unit Owners engaged in similar activities to obtain similar insurance coverage. No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a manner as to diminish or affect any recovery or payment which may be realized under any insurance policy carried by the Association.

ARTICLE VIII

ARCHITECTURAL CONTROL, USE RESTRICTIONS AND SALE OR LEASING OF UNIT

To assure a community of congenial Owners and thus protect the value of the Condominium Units, the Property, including all improvements comprising a part thereof, shall be subject to the restrictions set forth in this Article VIII and in the rules and regulations of the Association.

1. Approval Required for Changes. To preserve the architectural appearance of the Condominium, no construction of any nature whatsoever shall be commenced or maintained by any Owner other than Declarant with respect to the exterior of any Unit or any other portion of the Condominium, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors or by an architectural committee appointed by the Board of Directors. A Unit Owner may make improvements and alterations within his Unit; provided, however, that no Unit Owner shall make any structural alterations in a Unit or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety, soundness or structural integrity of that Unit or any other Unit without first obtaining the written consent of the Board of Directors and all Unit Owners and mortgagees of the Units affected, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the Unit Owner or Owners and their mortgagees for whose benefit such easement exists.

2. Use Restrictions. Subject to applicable zoning ordinances, all Units shall be and are restricted to commercial or office use, including the provision of medical services to the general public and the use by Declarant for the rights granted Declarant pursuant to Article III, Section 5 hereof.

3. Signs, Banners, Pennants, Flags. Except as may be required by legal proceedings, no "For Sale" or "For Rent" signs or other signs or advertising posters of any kind nor any banners, pennants, flags, etc. shall be maintained or permitted on any portion of the Property without the prior express written permission of the Board of Directors of the Association.

4. Antennas. Except as restricted herein, the Association may make reasonable rules and regulations relating to antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation. No such antenna or device shall be erected, used, or maintained outdoors on any portion of the Property, whether attached to a building or structure or otherwise, except in conformance with reasonable rules and regulations established by the Association. No rule or regulation established by the Association shall unreasonably restrict the right or ability of the owners of the roof level units to lease space for commercial antennae or transmission or reception devices; this provision may not be amended or modified without the unanimous approval of the owners of the roof level units.

5. Motor Vehicles, Trailers, Boats, etc Automobiles shall be parked only within the parking garage or upon those portions of the common elements designated for limited purpose parking by the Plat or by the owners of the Garage Unit with the concurrence of the Board of Directors; parking shall be subject to the provisions of Exhibit "B." Mobile homes, motor homes, truck campers, trailers of any kind, boats, motorcycles, motorized bicycles, motorized go-carts and other such contrivances, or any of them, are prohibited from being kept, placed, stored, maintained or operated upon any portion of the Property except as follows: mobile homes, motorhomes, ambulances or similar motorized vehicles used in connection with delivery of care by medical service providers at the condominium shall be permitted; motorized vehicles otherwise prohibited which are used by patients for access to medical services at the condominium and which are not stored or kept overnight on the property shall be permitted

6. Nuisances No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, except in containers specially designated for such purpose, nor shall any odors be permitted so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Property. No material that constitutes a bio-hazard shall be mixed with or disposed of with office or normal trash. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to persons using or occupying other portions of the Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property. Any Unit Owner, or its employees, tenants, servants, agents, invitees, or guests, who shall dump or place any trash or debris upon any portion of the Property, except in the containers described above, shall be liable to the Association for the actual cost of the removal thereof or the sum of \$25 00, whichever is greater, and the same shall be added to and become part of that portion of any assessment next coming due to which the Unit Owner is subject. Any Unit Owner, or its employees, tenants, servants, agents, invitees, or guests, who shall dump or place any trash or debris that constitutes a bio-hazard upon any portion of the Property, except in the containers specifically designated and designed for such material, shall be liable to the Association for the actual cost of the removal thereof and for summary fines not to exceed the sum of \$500 00 per occurrence, and the same shall be added to and become part of that portion of any assessment next coming due to which the Unit Owner is subject

7. Pets and Animals No animals or birds, other than guide dogs, shall be permitted on any portion of the Property. Fish or other aquatic animals in aquariums kept for decorative purposes shall be permitted.

8. Prohibited Activities Noxious or offensive activities shall not be carried on in any Unit or in any part of the common elements. Each Unit Owner, its employees, tenants, visitors, invitees, guests, servants and agents, shall refrain from any act or use of his Unit or the common elements which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the occupants of the Units, or which could result in the cancellation of insurance on any Unit or any portion of the common elements, or which would be in violation of any law or governmental code or regulation. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Property

9. Governmental Regulations All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

10. Exterior Appearance To provide a neat, attractive and harmonious appearance throughout the Condominium, no awnings, shades, screens or other item shall be attached to, hung or used on the exterior of any window or door of a Unit or on the exterior of any building without the prior written consent of the Board of Directors or an architectural committee appointed by the Board of Directors. Further, no foil or other reflective material shall be used on any windows for sun screens, blinds, shades or any other purpose. All shades, drapery linings and other window treatments visible from the exterior of a Unit on any window or door shall be white, off-white, or such other color as shall be approved by the Board of Directors.

11. Sale Period Notwithstanding any provisions contained in this Declaration or any Amendment to this Declaration to the contrary, during the period of sale of the Condominium Units, it shall be expressly permissible for Declarant, its agents, assigns and representatives, to use the parking facilities on the Property for such purposes and for staging or temporary storage in connection with construction activities, and to use the Units owned by Declarant as model Units and as offices for the sale of the Condominium Units and related activities.

12. Sale or Leasing The following provisions shall apply to sales, leases or subleases of Condominium Units whether pursuant to written contract or oral agreement:

(a) The right of any Unit Owner, including Declarant, to sell, transfer, or convey fee title to the Condominium Unit owned by such Owner shall not be subject to any right of first refusal or any similar restriction in favor of the Association.

(b) No Unit Owner may lease for a term less than six (6) months or for a term greater than three years without prior approval of the Association. Any lease shall be expressly subject to the provisions of the Governing Documents (as defined in Section 1 of Article VI hereinabove), and rules and regulations adopted by the Board of Directors with respect to leasing may provide for a reasonable limitation on the number of occupants of a Unit. Any failure by the lessee to comply with the terms of the Governing Documents shall be a default under the lease, and any lease shall so provide. In the event of such non-compliance by any lessee, the Board of Directors shall have the right to levy an assessment against the Owner of such Condominium Unit for any charge or fine made by the Association incurred as a result of such non-compliance. Every lease shall be in writing, and prior to the commencement of any lease of a Condominium Unit, the Unit Owner or lessee shall provide the Secretary of the Association and the managing agent of the Association, if any, with the name of the lessee, the term of the lease, and a copy of the lease. With respect to the Unit Owner's responsibilities to the Association and other Unit Owners, any actions taken by such Unit Owner's lessee or any employee, invitee, or guest of such lessee shall be deemed to have been taken by such Unit Owner.

(c) Any of the foregoing provisions of this Section 12 which may be construed to the contrary notwithstanding, the lease by Declarant of any Condominium Unit owned by Declarant or the lease by a first priority mortgagee or secondary purchase money mortgagee (provided that neither the grantee, nor any successor grantee on any such secondary purchase money mortgage was the seller of the Unit) who becomes the owner of a Condominium Unit at a judicial or foreclosure sale conducted with respect to the mortgage on such Condominium Unit or as transferee pursuant to any proceeding in lieu thereof, so long as such Condominium Unit is owned by such person, shall not be subject to the provisions of this Section 12, except that the occupancy of any Condominium Unit by any lessee of Declarant or such person shall be otherwise subject to the provisions of this Declaration and the Bylaws and rules and regulations of the Association.

(d) Any of the foregoing provisions of this Section 12 notwithstanding, the lease or sublease shall not be subject to the restrictions relating to the term of the lease if the lease or

sublease is by an owner occupant of a Unit who subleases a portion of the Unit while continuing to personally occupy the remaining portion of the Unit.

13. Use of Elevators for Moving. Only the elevator(s) designated for freight or moving may be used for moving into or out of any Unit or for the delivery of furniture or building materials, and the elevators may only be used for such purposes during times as approved in rules and regulations adopted by the Association. All furniture moves or deliveries shall enter the building from the loading dock, and the building lobby shall not be used for such purposes. The Board of Directors shall establish rules and regulations governing the use of building elevators for the purpose of moving into or out of any Unit. Said rules shall provide for scheduling of all such use with the Association, for limitations of hours during which elevators may be used for moving, minimum uniform damage deposits for such use, and such other items as deemed appropriate by the Board of Directors. Use of passenger elevators for moving or other violations of rules adopted pursuant to this Section shall be subject to summary fines levied by the Board in an amount not to exceed \$500.00 for any one violation; a repeat violation during any twelve (12) month period by the same Owner, the Owner's agents, invitees or tenants, shall be subject to a summary fine not to exceed \$750.00 for any one violation.

ARTICLE IX

GENERAL PROVISIONS

1. Amendment. This Declaration and the other condominium instruments may be amended at any time and from time to time by the assent of Unit Owners having at least two-thirds (2/3) of the total vote of the Association; provided, however, that during such time as Declarant has the right to appoint and remove members of the Board of Directors and officers of the Association pursuant to Section 1 of Article VI, such amendment shall require the agreement of Declarant; and, in all cases, such amendment shall require the agreement of Unit Owners to which two-thirds (2/3) of the votes in the Association appertain, exclusive of any vote or votes appertaining to any Condominium Unit or Units then owned by Declarant. In addition this Declaration may be amended in such respects and in such manner as may be expressly permitted by the provisions of the Act and this Declaration. So long as the same shall not (a) adversely affect the title to any Condominium Unit, (b) change the percentage of undivided ownership interest in and to the common elements of the Condominium appurtenant to any Condominium Unit, (c) materially alter or change any Unit Owner's right to the use and enjoyment of his Unit or the common elements as set forth in this Declaration, or (d) otherwise make any material change in this Declaration, each Unit Owner agrees that, if requested to do so, such Unit Owner will consent to the amendment of this Declaration or the other condominium instruments or the Bylaws or Articles of Incorporation of the Association, (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with, or remove any conflict or inconsistency with, the provisions of any applicable governmental statute, rule, regulation, or judicial determination which shall be in conflict therewith, (ii) if such amendment is required by the governmental statutes, laws, rules or regulations applicable to or promulgated by a governmental or quasi-governmental lender or purchaser of mortgage loans, including to enable such lender or purchaser to make or purchase mortgage loans on any Condominium Unit, or (iii) if any such amendment is necessary to enable any governmental agency to insure mortgage loans on the Condominium Units based on the statutes, laws, rules or regulations applicable to or promulgated by such agency. Except as expressly permitted or required by the Georgia Condominium Act and the provisions of this Declaration, any amendment to this Declaration which would change the boundaries of any Unit, the undivided interest in the common elements, the number of votes in the Association, or the liability for common expenses appertaining to any Condominium Unit shall be approved in writing by all Unit Owners and all holders of all

mortgages encumbering the Condominium Units. Any provision in this Declaration which may be construed to the contrary notwithstanding, any amendment to this Declaration which would change, alter, modify or rescind any right, title, interest or privilege herein expressly granted to the holder of any mortgage affecting any of the Condominium Units shall require the prior written approval of such holder. Amendments to this Declaration or the other condominium instruments may be proposed by Declarant, by the Board of Directors of the Association, or by petition signed by Unit Owners having at least thirty percent (30%) of the total votes of the Association. Agreement of the required majority of Unit Owners to any amendment of the condominium instruments shall be evidenced by their execution of the amendment, or, in the alternative and provided that Declarant does not then have the right to appoint and remove members of the Board of Directors or officers of the Association, the sworn statement of the President, any Vice President or Secretary of the Association, attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of Unit Owners was otherwise lawfully obtained, and that all required notices were given. Any such amendment of the condominium instruments, including this Declaration, shall become effective only when recorded or at such later date as may be specified in the amendment itself. The written consent of any mortgagee required with respect to such amendment shall also be recorded with such amendment. The approval of any amendments by a mortgagee shall be deemed implied and consented to if the mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the mortgagee receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

2. Eminent Domain. In the event that all or part of the Property shall be taken by any authority having the power of eminent domain, the allocation of the award of such condemnation and all related matters, such as the reallocation of undivided interests in the common elements, liabilities for assessments and votes, shall be handled pursuant to and in accordance with the then applicable provisions of the Georgia Condominium Act; provided, however, that any award or payment for the widening of Downwood Circle shall, at the option of the Board of Directors, be deposited in the operating or reserve accounts of the Association. If there are no such provisions of the Act then in effect, the allocation of the award and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date hereof. If any Unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Condominium Unit will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or of any other document establishing the Condominium will entitle the Owner of a Condominium Unit or any other party to priority over such holder with respect to the distribution of the proceeds of any award or settlement relating to such Condominium Unit.

3. Rights of Third Parties. This Declaration shall be recorded pursuant to the provisions of the Georgia Condominium Act for the benefit of Declarant, the Unit Owners and their mortgagees as herein provided, and no adjoining property owner or third party shall have any right, title or interest whatsoever in the Condominium or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and such mortgagees as herein provided, the Unit Owners shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

4. Partition, Termination and Withdrawal of Property. The common elements remain undivided, and unless the condominium form of ownership hereby established is terminated or the Property is withdrawn from the Condominium, as hereinafter provided, no Unit Owner nor any other person shall bring any action for partition or division of the whole or any part of any Condominium

Unit or of the whole or any part of the common elements The Condominium may be terminated or a portion of the Property may be withdrawn from the Condominium only in strict accordance with and pursuant to the then applicable provisions of the Georgia Condominium Act, and all matters relating to such termination or withdrawal shall be handled in accordance with such provisions of the Act. If there are no such provisions of the Act then in effect, then such termination or withdrawal and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date hereof.

5. Enforcement Each Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, the Bylaws and the rules and regulations of the Association now or hereafter adopted, as the same may be lawfully amended from time to time. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Association or, in a proper case, any aggrieved Unit Owner or Owners, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, the Association, or a duly authorized agent thereof, shall have the right to enter upon any portion of the common elements where a violation exists and, at the expense of the violating Unit Owner and using such force as may be reasonably necessary, summarily abate or remove any erection, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof or of the Bylaws or rules and regulations, if after ten (10) days' written notice of such violation it shall not have been corrected by such Unit Owner; provided, however, that no further notice other than this Declaration shall be required prior to imposition of fines for improper disposal of bio-hazard materials as provided in Article VIII, Section 6, or violation of rules adopted pursuant to Article VIII, Section 13, if notice of said rules has been provided to the Unit Owner to be fined. Neither the Association nor its agents shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Should the Association employ legal counsel to enforce any of the foregoing or any other rights or remedies of the Association, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Unit Owner. Should any Unit Owner employ legal counsel to enforce any of the foregoing or any other rights or remedies against another Unit Owner, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Unit Owner. Inasmuch as the enforcement of the provisions of this Declaration and the Bylaws and such rules and regulations is essential for the protection of present and future Unit Owners, it is hereby declared that, for any breach thereof which cannot be adequately compensated by recovery of damages, the Association or, in any proper case, any aggrieved Unit Owner or Owners, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach. Further, and except as otherwise provided in this Declaration, in any case of flagrant or repeated violation by a Unit Owner, then, in addition to the foregoing remedies, the Association may suspend temporarily the voting rights of a Unit Owner of the Condominium, suspend temporarily the right of a Unit Owner to use certain of the common elements, and/or levy summary charges against the Unit Owner for such violation, provided that no summary charges may be levied for more than \$100.00 for any one violation, but each day or time a violation is continued or repeated after written notice is given to the Unit Owner to cease and desist, it shall be considered a separate violation. Collection of summary charges may be enforced against a Unit Owner as if such charges were a common expense owed by the Unit Owner involved, and such charges may be added to and thereupon shall become part of that portion of any assessment next coming due to which the Unit Owner is subject. No delay, failure or omission on the part of the Association or any aggrieved Unit Owner or Owners in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of any failure to bring any action on

account of any violation or breach, or threatened violation or breach, of the provisions and regulations, however long continued, or for the imposing of provisions which may be unenforceable.

6. Suspension of Use of Common Elements and Common Utilities The Association may suspend the rights of a Unit Owner to use certain of the common elements as provided in this Declaration. No such suspension shall deny any Unit Owner or occupants access to the Unit owned or occupied. Except as hereinafter set forth, no suspension shall cause any hazardous or unsanitary condition to exist. Any water, gas, electricity, heat and air conditioning services provided to a Unit or Unit Owner by the Association may be terminated for failure to pay assessments and other amounts due to the Association pursuant to O.C.G.A. § 44-3-109(a) subject to the suspension standards and notice requirements imposed on the institutional providers providing such services to the Association. Such services may only be terminated after a final judgment or final judgments in excess of a total of \$750.00 are obtained in favor of the Association from a court of competent jurisdiction. The Association shall not be required to restore any terminated services until the judgment or judgments are paid in full. All expenses for termination of any services pursuant to this Section shall become part of the lien and assessments due by and chargeable to the Unit Owner.

7. Members Rights to Call Meeting A special meeting of the membership shall be called upon the written request of at least fifteen percent (15%) of the Unit Owners. Should more than one such meeting be called for identical or substantially similar purposes in any calendar year, and if the prior such special meeting failed to have a quorum of the members present, and if the subsequent meeting also fails to have a quorum present, the costs of calling the subsequent meeting at which no quorum was in attendance may be specially assessed against the Unit Owners requesting the call of the subsequent meeting.

8. Right of Action Each Owner hereby acknowledges and agrees that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Unit Owners which is based on any alleged defect in any Unit or the common elements, or any damage allegedly sustained by any Unit Owner by reason thereof, but rather, that all such actions shall be instituted by the Unit Owners owning such Units or served by such common elements or allegedly sustaining such damage. This section may not be amended for ten (10) years from the recording of this Declaration without the express written consent of the Declarant.

9. Duration Unless the Condominium is terminated as herein otherwise provided, the provisions of this Declaration shall run with and bind the land, shall be binding upon and inure to the benefit of all Owners and mortgagees, their heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect perpetually to the extent permitted by Georgia law; provided, however, that so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and it shall be the duty of the Board of Directors of the Association to cause this Declaration to be amended of record when necessary by filing a document bearing the signatures of Unit Owners having a majority of the voting interest in the Association reaffirming and newly adopting such provisions in order that the same may continue to be covenants running with the land of the Condominium. Such adoption by a majority shall be binding on all.

10. Interpretation In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of the Condominium. The provisions hereof shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective. In the event of any conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, this Declaration, and

the Bylaws, the terms and provisions of the Act or the Georgia Nonprofit Corporation Code, as may be applicable, and this Declaration, in that order, shall prevail.

11. Gender and Grammar The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed

12. Rights of Holders, Insurers and Guarantors of First Mortgages, Secondary Purchase Money Mortgages, and Secondary Mortgages Held By Institutional Lenders In addition to the rights of mortgagees elsewhere provided, the holder, insurer and guarantor of each first mortgage, secondary purchase money mortgage, and secondary mortgage held by institutional lenders, or any insurer or guarantor of such mortgage, of a Condominium Unit shall (a) be entitled to written notice from the Association of any default by a Unit Owner in the performance of his obligations under this Declaration or the Bylaws or rules and regulations of the Association which is not cured within sixty (60) days, (b) be entitled to receive notice of and to designate a representative to attend and observe all meetings of Unit Owners, but not meetings of the Board of Directors of the Association, (c) be furnished copies of annual financial reports made to the Unit Owners, and (d) be entitled to timely written notice of any action that requires the written consent of a specified percentage of mortgage holders; provided, however, that such holder, insurer or guarantor shall first file with the Association a written request that notices of default, notices of meetings and copies of financial reports be sent to a named agent or representative of the holder, insurer or guarantor at an address stated in such notice. Further, each holder, insurer or guarantor which is an institutional lender (i.e., a bank, savings and loan association, insurance company, FHA-approved mortgage lender, pension fund, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, mortgage banker or other lender generally recognized in the community as an institutional lender) or a generally recognized commercial or governmental insurer or guarantor (including, without limitation, the Small Business Administration, the U.S. Veterans Administration and the Federal Housing Administration) shall, upon request, be entitled to inspect the books and records of the Association during normal business hours, and may, at the sole expense of such holder, insurer or guarantor, have an audited statement of the Association's books and records prepared if one is not otherwise available. Each Owner of a Condominium Unit, by acceptance of a deed or other conveyance therefor, consents to such notifications and information to be provided to any such party by the Association. Any notice rights given in other provisions of this Declaration to Mortgagees are hereby granted to all insurers or guarantors of the mortgages held by said Mortgagees.

13. Severability Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

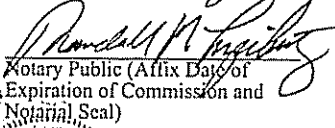
14. Captions The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

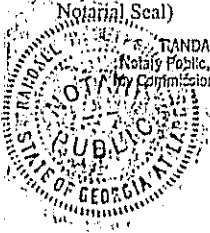
15. Author This Declaration was prepared by Randall M. Lipshutz, Lipshutz, Greenblatt & King, 2300 Harris Tower, 233 Peachtree Street, N.E., Atlanta, Georgia 30303.

IN WITNESS WHEREOF, Declarant has signed and sealed this instrument, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

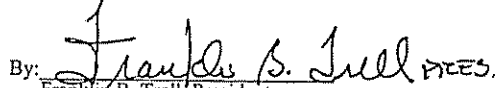

Unofficial Witness


Notary Public (Affix Date of
Expiration of Commission and
Notarial Seal)



RANDALL M. LIPSHUTZ
Notary Public, Fulton County, Georgia
My Commission Expires Aug. 28, 2004

THE PALISADES AT WEST PACES, INC

By:  PRES.
Franklin B. Trell, President

[CORPORATE SEAL]



At all times that Unit 100 is owned by the Association, allocated square feet for each floor and chargeable square feet for each floor are allocated among current units as follows:

<u>Unit No.</u>	<u>Allocated square ft</u>	<u>Chargeable square ft</u>	<u>Percent of Class A Expenses</u>	<u>Percent of Class B Expenses</u>
100	931	0	0.00%	0
125	3375	3375	1.46%	1.67%
130	1234	1234	0.53%	0.61%
140	1041	1041	0.45%	0.52%
150	4893	4893	2.12%	2.42%
200	13586	13584	5.87%	6.72%
201	1003	1001	0.43%	0.50%
210	2434	2430	1.05%	1.20%
230	1501	1499	0.65%	0.74%
250	8707	8693	3.76%	4.31%
252	108	108	0.05%	0.05%
Café	3032	3027	1.31%	1.50%
300	31203	31203	13.51%	15.46%
400	31203	31203	13.51%	15.46%
500	13608	13608	5.89%	6.74%
520	3265	3265	1.41%	1.62%
530	3955	3955	1.71%	1.96%
550	10375	10375	4.49%	5.14%
640	15740	15740	6.81%	7.80%
650	3670	3670	1.59%	1.82%
660	4270	4270	1.85%	2.12%
670	5017	5017	2.17%	2.49%
680	2506	2506	1.08%	1.24%
Penthouse	31437	31437	13.61%	15.56%
Roof	31203	9361	4.05%	2.32%
Garage	245130	24513	10.61%	0.00%
Totals		230987	100.00%	100.00%

Should Unit 100 at any point be owned by any Owner other than the Association, allocated square feet for each floor and chargeable square feet for each floor will be allocated among units as follows:

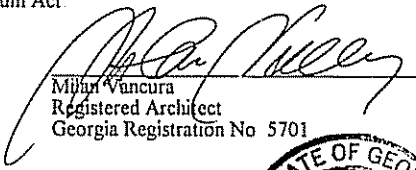
<u>Unit No.</u>	<u>Allocated square ft</u>	<u>Chargeable square ft</u>	<u>Percent of Class A Expenses</u>	<u>Percent of Class B Expenses</u>
100	931	931	0.40%	0.46%
125	3375	3375	1.46%	1.66%
130	1234	1234	0.53%	0.61%
140	1041	1041	0.45%	0.51%
150	4893	4893	2.11%	2.41%
200	13586	13564	5.85%	6.69%
201	1003	1001	0.43%	0.49%
210	2434	2430	1.05%	1.20%

**Declaration of Condominium for The Palisades at West Paces Condominium
EXHIBIT "D"**

Certificate of Architect

Pursuant to the Georgia Condominium Act, O.C.G.A. §44-3-83(b), the undersigned Registered Architect hereby certifies that he has visited that site known as The Palisades at West Paces Condominium, as shown on that survey of Palisades at West Paces Condominium prepared by G.M. Gillespe, R.L.S., dated February 12, 1992, last revised November 6, 2000 (the "Survey"), and has viewed the property shown on said survey and the structures located thereon; and the architectural plans, dimensions, and configurations for the structures shown on said survey and as shown on plans prepared by the undersigned, which plans are filed with the Clerk of the Superior Court, Fulton County, Georgia, in Condominium Plans Cabinet 8, Pages 49 et seq. (hereinafter referred to as the "Plans"); and that to the best of his knowledge, information and belief: (1) the foundation, structural members, exterior walls and roof of such structures are complete and in place as shown on the Plans, (2) the walls, partitions, floors and ceilings, to the extent shown on the Plans as constituting or coinciding with the vertical and/or horizontal boundaries of each unit within each said structure, are sufficiently complete and in place to clearly establish the physical boundaries of such units

The undersigned further certifies that the Plans satisfy the requirements of O.C.G.A. §44-3-83(b) of the Georgia Condominium Act


Milan Vancura
Registered Architect
Georgia Registration No 5701

Dated: 11 / 08, 2000

[ARCHITECT'S SEAL]



Deed Book 29679 Pg 606
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
I HAVE FORGOTTEN THE WAY TO THE COURT HOUSE AND I DON'T WANT TO ASK ANYONE FOR HELP

Deed Book 38739 Pg 89
Filed and Recorded Oct-29-2004 08:19am
2004-0325327
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Record and Return To:
Randall M. Lipshutz
LIPSHUTZ, GREENBLATT & KING
2300 Harris Tower, Peachtree Center
233 Peachtree Street, N.E
Atlanta, Georgia 30303
(404) 688-2300

Cross Reference:
Deed Book 29679, Page 578,
Fulton County, Georgia records

**AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
PALISADES AT WEST PACES CONDOMINIUM**

THIS AMENDMENT is made and entered into this 21ST day of October,
2004 by The Palisades at West Paces Condominium Association, Inc. (the "Association")

W I T N E S S E T H:

WHEREAS, the Declaration of Condominium for Palisades at West Paces Condominium was entered into and recorded on November 17, 2000 in Deed Book 29679, Page 578, Fulton County, Georgia records (the "Declaration"); and

WHEREAS, the Declaration has been amended by that Amendment to Declaration of Condominium recorded on May 10, 2001 in Deed Book 30352, Page 503, Fulton County, Georgia records and by that Second Amendment to Declaration of Condominium recorded on January 21, 2004 in Deed Book 36907, page 551; and

WHEREAS, Article II, Sections 4 and 5 of the Declaration permit Unit boundaries to be relocated and Units owned by a common Owner to be subdivided into multiple Units; and

WHEREAS, certain Unit Owners, with the approval of the Association, desire to relocate Unit boundaries and subdivide their Units into multiple Units;

NOW THEREFORE, the Declaration is amended as follows:

1

The portions of the Floor Plans as filed in Plans cabinet 1, page 151 on January 21, 2004 and showing units 670 and 675 on the sixth floor of the Condominium, are withdrawn and revised Floor Plans showing the altered Units 670 and 675 together with new Unit 655 have been recorded in the Fulton County, Georgia records at Plat Book 262, Page 40, et seq, and are hereby adopted. The remaining Units as shown on the sixth floor unaffected by this change

2

The portions of the Floor Plans as filed in Plans cabinet 8, page 49, et seq, and showing Unit 500 on the fifth floor of the Condominium, are withdrawn and revised Floor Plans showing the altered Unit 500 together with new Unit 510 have been recorded in the Fulton County, Georgia records at Plat Book 262, Page 40, et seq, and are hereby adopted. The remaining Units as shown on the fifth floor unaffected by this change

3

Exhibit "B" to the Declaration is revised to reallocate the percentage interest in the common area and share of expenses, and the Exhibit "B" attached hereto and incorporated by reference is substituted for the original Exhibit "B" to the recorded Declaration. For purposes of this Declaration, the square feet listed in Exhibit "B" shall be utilized and any minor variations shown on the amended Floor Plans shall be ignored

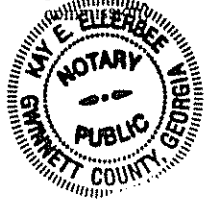
4

The Floor Plans and Declaration are supplemented by the Certificate of Milan Vancura attached hereto as Exhibit A

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to the Declaration to be executed under the seal the date first written above

Signed, sealed and delivered this 21st day of October, 2004 in the presence of:
[Signature]
Unofficial Witness

Kay E. Ellerbe
Notary Public
[Affix notary seal and date of expiration of

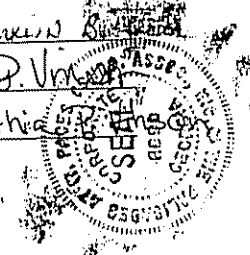


Notary Public, Gwinnett County, GA
My Commission Expires Jan. 16, 2006

THE PALISADES AT WEST PACES
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
President
Print Name: FRANKLIN B. LULL

Attest: [Signature]
Secretary
Print Name: CYNTHIA P. VANCE
[Corporate Seal]



<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
690	1904	1904	0.83%	0.94%	1
695	1779	1779	0.77%	0.88%	3
Penthouse	31,437	31,437	13.61%	15.58%	20
Roof	31,203	9,361	4.05%	2.32%	0
Garage	245,130	24,513	10.61%	0.00%	0
Totals		230,987	100.00%	100.00%	152

Should Unit 100 at any point be owned by any Owner other than the Association, allocated square feet for each floor and chargeable square feet for each floor will be allocated among Units as follows:

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class A Expenses</u>	<u>Parking Spaces Allocated</u>
100	931	931	0.40%	0.46%	0
125	3,375	3,375	1.46%	1.66%	3
130	1,234	1,234	0.53%	0.61%	2
140	1,041	1,041	0.45%	0.51%	2
150	4,893	4,893	2.11%	2.41%	4
200	13,586	13,564	5.85%	6.69%	10
201	1003	1001	0.43%	0.49%	2
210	2434	2430	1.05%	1.20%	2
230	1501	1499	0.65%	0.74%	2
250	8707	8693	3.75%	4.29%	8
252	108	108	0.05%	0.05%	0
Café	3032	3027	1.31%	1.49%	2
300	31203	31203	13.45%	15.39%	20
400	31,203	31,203	13.45%	15.39%	20
500	9,228	9,228	3.98%	4.55%	7
510	4,380	4,380	1.89%	2.16%	3
520	3,265	3,265	1.41%	1.61%	3
530	3,955	3,955	1.71%	1.95%	4
550	10,375	10,375	4.47%	5.12%	9
640	15,740	15,740	6.79%	7.76%	14
645	1554	1554	0.67%	0.77%	1

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class A Expenses</u>	<u>Parking Spaces Allocated</u>
650	2897	2897	1.25%	1.43%	2
655	50	48	0.02%	0.02%	0
670	3,726	3,568	1.53%	1.76%	4
675	1,241	1,189	0.51%	0.59%	1
680	2178	2178	0.94%	1.07%	2
685	345	345	0.15%	0.17%	1
690	1904	1904	0.82%	0.94%	1
695	1779	1779	0.77%	0.88%	3
Penthouse	31,437	31,437	13.56%	15.51%	20
Roof	31,203	9,361	4.04%	2.31%	0
Garage	245,130	24,513	10.57%	0.00%	0
Totals		231,918	100.00%	100.00%	152

OWNERSHIP OF COMMON PROPERTY:

Each Unit shall own a share of the common property in the same percentage as the Unit shares in Class A common expenses

UNIT VOTES:

Each Unit shall be allocated votes in the Association as follows: For each Unit within the Condominium, for each 1,000 square feet of chargeable square feet or fraction thereof, the Unit shall be allocated one (1) vote. Should a Unit be subdivided or should existing Units be combined, the total number of votes in the Association may vary based upon the stated calculation. The Association shall keep a membership register showing the total number of votes allocated to any individual Unit. The allocation existing and the number of total votes allocated at the time notice is sent setting the date of any meeting of the Association shall remain in effect for the meeting set forth in that notice.

GARAGE PARKING SPACE EASEMENTS:

Units and the Association are allocated the parking space easements in the Garage Unit set forth in the charts above as provided in Article III, Section 6 of the Declaration.

Should a Unit be subdivided, the number of garage parking space easements assigned to each new Unit shall be specified in the amendment to this Declaration subdividing the Unit, and a statement of the allocation shall be provided to the Owner(s) of the Garage Unit.

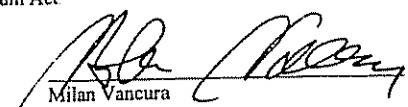
**Amendment to Declaration of Condominium for
The Palisades at West Paces Condominium**

EXHIBIT "A"

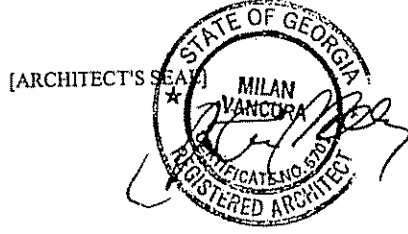
Certificate of Architect

Pursuant to the Georgia Condominium Act, O.C.G.A. § 44-3-83(b), the undersigned Registered Architect hereby certifies that he has visited that site known as The Palisades at West Paces Condominium, as shown on that survey of Palisades at West Paces Condominium recorded at Condominium Plat Book 13, Page 127, Fulton County, Georgia records (the "Survey"), and has viewed the property shown on said survey and the structures located thereon; and the architectural plans, dimensions, and configurations for the structures shown on said survey and as shown on plans prepared by the undersigned, which plans are filed with the Clerk of the Superior Court, Fulton County, Georgia, in Plat Book 262, Pages 41 and 42 (hereinafter referred to as the "Plans"); and that to the best of his knowledge, information and belief, as they depict Units 500, 510, 655, 670 and 675: (1) the foundation, structural members, exterior walls and roof of such structures are complete and in place as shown on the Plans, (2) the walls, partitions, floors and ceilings, to the extent shown on the Plans as constituting or coinciding with the vertical and/or horizontal boundaries of each unit within each said structure, are sufficiently complete and in place to clearly establish the physical boundaries of such units

The undersigned further certifies that the Plans satisfy the requirements of O.C.G.A. §44-3-83(b) of the Georgia Condominium Act


Milan Vancura
Registered Architect
Georgia Registration No. 5701

Dated: Oct. 25, 2004



Deed Book 36907 Pg 551
Filed and Recorded Jan-21-2004 12:21pm
2004-0020664
Real Estate Transfer Tax 10.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60

Record and Return To:
Randall M. Lipshutz
LIPSHUTZ, GREENBLATT & KING
2300 Harris Tower, Peachtree Center
233 Peachtree Street, N E
Atlanta, Georgia 30303
(404) 688-2300

Cross Reference:
Deed Book 29679, Page 578,
Fulton County, Georgia records

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
PALISADES AT WEST PACES CONDOMINIUM**

THIS SECOND AMENDMENT is made and entered into this 21ST day of
JANUARY, 2004 by The Palisades at West Paces Condominium Association, Inc (the
"Association")

WITNESSETH:

WHEREAS, the Declaration of Condominium for Palisades at West Paces Condominium
was entered into and recorded on November 17, 2000 in Deed Book 29679, Page 578, Fulton
County, Georgia records (the "Declaration"); and

WHEREAS, the Declaration has been amended by that Amendment to Declaration of
Condominium recorded on May 10, 2001 in Deed Book 30352, Page 503, Fulton County, Georgia
records; and

WHEREAS, Article II, Section 5 of the Declaration permits Units owned by a common
Owner to be subdivided into multiple Units; and

WHEREAS, certain Unit Owners, with the approval of the Association, desire to subdivide
their Units into multiple Units;

NOW THEREFORE, the Declaration is amended as follows:

The Floor Plans showing the sixth floor of the Condominium, excluding unit 640, are withdrawn and revised Floor Plans showing the altered Units have been recorded in the Fulton County, Georgia records at Condominium Floor Plan Book 1, Page 151, et seq. Unit 640 remains unaffected by this change

Exhibit "B" to the Declaration is revised to reallocate the percentage interest in the common area and share of expenses, and the Exhibit "B" attached hereto and incorporated by reference is substituted for the original Exhibit "B" to the recorded Declaration For purposes of this Declaration, the square feet listed in Exhibit "B" shall be utilized and any minor variations shown on the amended Floor Plans shall be ignored

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to the Declaration to be executed under the seal the date first written above

Signed, sealed and delivered this 21ST day of JANUARY, 2004 in the presence of:

[Signature]
Onofficial Witness

[Signature]
Notary Public
(Affix notary seal and date of expiration of commission)



THE PALISADES AT WEST PACES CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
President
Print Name: Franklin

Attest: _____
Secretary
Print Name: _____
[Corporate Seal]



Signed, sealed and delivered this 21ST day of JANUARY, 2004 in the presence of:

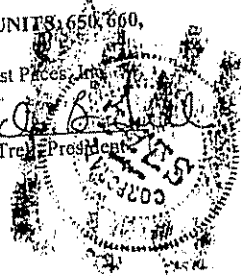
[Signature]
Onofficial Witness

[Signature]
Notary Public
(Affix notary seal and date of expiration of commission)



OWNER OF ORIGINAL UNITS, 650, 660, 670, and 680

By: The Palisades at West Paces, Inc.
By: [Signature]
Franklin B. Trell President



RANDALL M. LIFSHUTZ
Notary Public, Fulton County, Georgia
My Commission Expires Aug. 28, 2004

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
690	1904	1904	0.83%	0.94%	1
695	1779	1779	0.77%	0.88%	3
Penthouse	31,437	31,437	13.61%	15.58%	20
Roof	31,203	9,361	4.05%	2.32%	0
Garage	245,130	24,513	10.61%	0.00%	0
Totals		230,987	100.00%	100.00%	152

Should Unit 100 at any point be owned by any Owner other than the Association, allocated square feet for each floor and chargeable square feet for each floor will be allocated among Units as follows:

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class A Expenses</u>	<u>Parking Spaces Allocated</u>
100	931	931	0.40%	0.46%	0
125	3,375	3,375	1.46%	1.66%	3
130	1,234	1,234	0.53%	0.61%	2
140	1,041	1,041	0.45%	0.51%	2
150	4,893	4,893	2.11%	2.41%	4
200	13,586	13,564	5.85%	6.69%	10
201	1003	1001	0.43%	0.49%	2
210	2434	2430	1.05%	1.20%	2
230	1501	1499	0.65%	0.74%	2
250	8707	8693	3.75%	4.29%	8
252	108	108	0.05%	0.05%	0
Café	3032	3027	1.31%	1.49%	2
300	31203	31203	13.45%	15.39%	20
400	31,203	31,203	13.45%	15.39%	20
500	13,608	13,608	5.87%	6.71%	10
520	3,265	3,265	1.41%	1.61%	3
530	3,955	3,955	1.71%	1.95%	4
550	10,375	10,375	4.47%	5.12%	9
640	15,740	15,740	6.79%	7.76%	14
645	1554	1554	0.67%	0.77%	1
650	2897	2897	1.25%	1.43%	2

Declaration of Condominium for The Palisades at West Paces Condominium

EXHIBIT "A"

Certificate of Architect

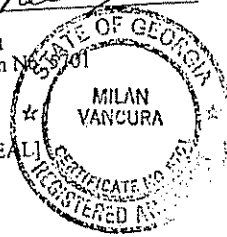
Pursuant to the Georgia Condominium Act, O.C.G.A. § 44-3-83(b), the undersigned Registered Architect hereby certifies that he has visited that site known as The Palisades at West Paces Condominium, as shown on that survey of Palisades at West Paces Condominium recorded at Condominium Plat Book 13, Page 127, Fulton County, Georgia records (the "Survey"), and has viewed the property shown on said survey and the structures located thereon; and the architectural plans, dimensions, and configurations for the structures shown on said survey and as shown on plans prepared by the undersigned, which plans are filed with the Clerk of the Superior Court, Fulton County, Georgia, in Condominium Floor Plan Book 1, Pages 151 (hereinafter referred to as the "Plans"); and that to the best of his knowledge, information and belief: (1) the foundation, structural members, exterior walls and roof of such structures are complete and in place as shown on the Plans, (2) the walls, partitions, floors and ceilings, to the extent shown on the Plans as constituting or coinciding with the vertical and/or horizontal boundaries of each unit within each said structure, are sufficiently complete and in place to clearly establish the physical boundaries of such units

The undersigned further certifies that the Plans satisfy the requirements of O.C.G.A. § 44-3-83(b) of the Georgia Condominium Act.


Milan Vancura
Registered Architect
Georgia Registration No. 55701

Dated: JAN. 21, 2004

[ARCHITECT'S SEAL]



Deed Book 36907 Pg. 557
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

1

The portions of the Floor Plans as filed in Plans cabinet 1, page 151 on January 21, 2004 and showing units 670 and 675 on the sixth floor of the Condominium, are withdrawn and revised Floor Plans showing the altered Units 670 and 675 together with new Unit 655 have been recorded in the Fulton County, Georgia records at Plat Book 262, Page 40, et seq, and are hereby adopted. The remaining Units as shown on the sixth floor unaffected by this change

2.

The portions of the Floor Plans as filed in Plans cabinet 8, page 49, et. seq , and showing Unit 500 on the fifth floor of the Condominium, are withdrawn and revised Floor Plans showing the altered Unit 500 together with new Unit 510 have been recorded in the Fulton County, Georgia records at Plat Book 262, Page 40, et seq, and are hereby adopted. The remaining Units as shown on the fifth floor unaffected by this change

3.

Exhibit "B" to the Declaration is revised to reallocate the percentage interest in the common area and share of expenses, and the Exhibit "B" attached hereto and incorporated by reference is substituted for the original Exhibit "B" to the recorded Declaration. For purposes of this Declaration, the square feet listed in Exhibit "B" shall be utilized and any minor variations shown on the amended Floor Plans shall be ignored

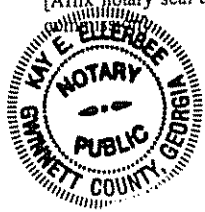
4

The Floor Plans and Declaration are supplemented by the Certificate of Milan Vancura attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to the Declaration to be executed under the seal the date first written above.

Signed, sealed and delivered this 11th day of October, 2004 in the presence of
Milose Petrovic
Unofficial Witness

Kay E. Ellerbee
Notary Public
[Affix notary seal and date of expiration of



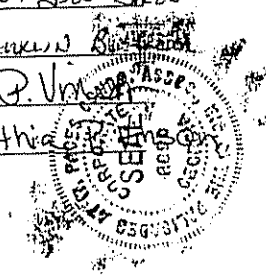
Notary Public, Gwinnett County, GA
My Commission Expires Jan. 18, 2008

-2-

THE PALISADES AT WEST PACES
CONDOMINIUM ASSOCIATION, INC.

By: Franklin B. Lull P.E.S.
President
Print Name: FRANKLIN B. LULL

Attest: Cynthia P. V...
Secretary
Print Name: Cynthia P. V...
[Corporate Seal]



1

The portions of the Floor Plans as filed in Plans cabinet 1, page 151 on January 21, 2004 and showing units 670 and 675 on the sixth floor of the Condominium, are withdrawn and revised Floor Plans showing the altered Units 670 and 675 together with new Unit 655 have been recorded in the Fulton County, Georgia records at Plat Book 262, Page 40, et seq., and are hereby adopted. The remaining Units as shown on the sixth floor unaffected by this change

2

The portions of the Floor Plans as filed in Plans cabinet 8, page 49, et seq., and showing Unit 500 on the fifth floor of the Condominium, are withdrawn and revised Floor Plans showing the altered Unit 500 together with new Unit 510 have been recorded in the Fulton County, Georgia records at Plat Book 262, Page 40, et seq., and are hereby adopted. The remaining Units as shown on the fifth floor unaffected by this change

3

Exhibit "B" to the Declaration is revised to reallocate the percentage interest in the common area and share of expenses, and the Exhibit "B" attached hereto and incorporated by reference is substituted for the original Exhibit "B" to the recorded Declaration. For purposes of this Declaration, the square feet listed in Exhibit "B" shall be utilized and any minor variations shown on the amended Floor Plans shall be ignored

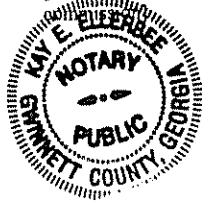
4

The Floor Plans and Declaration are supplemented by the Certificate of Milan Vancura attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to the Declaration to be executed under the seal the date first written above.

Signed, sealed and delivered this 21st day of October, 2004 in the presence of Milose Petrovic
Unofficial Witness

Kay E. Ellerbe
Notary Public
[Affix notary seal and date of expiration of



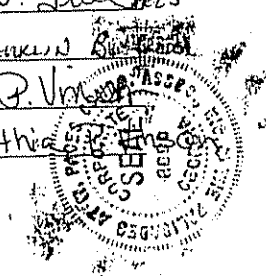
Notary Public, Gwinnett County, GA
My Commission Expires Jan. 18, 2006

-2-

THE PALISADES AT WEST PACES
CONDOMINIUM ASSOCIATION, INC.

By: Franklin B. Lull PRES
President
Print Name: FRANKLIN BULL

Attest: Cynthia P. Vinson
Secretary
Print Name: Cynthia P. Vinson
[Corporate Seal]



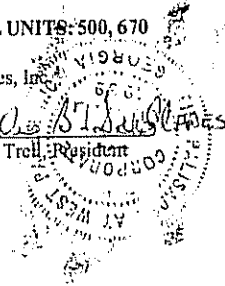
Signed, sealed and delivered this 21st day
of October, 2007 in the
presence of:

Melissa Patterson
Unofficial Witness

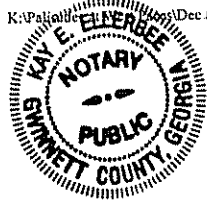
Kay E. Ellerbe
Notary Public
[Affix notary seal and date of expiration of
commission]

OWNER OF ORIGINAL UNITS: 500, 670
and 675
The Palisades at West Paces, Inc.

By: Franklin B. Trehl
Franklin B. Trehl, Resident



K:\Palisades\Notary\Dec amendment 10-04.wpd



Notary Public, Winnett County, GA
My Commission Expires Jan. 18, 2008

EXHIBIT "B"
The Palisades at West Paces Condominium
Unit Information

The information relating to the Units is as follows:

COMMON EXPENSES:

Common expenses shall be classified as either Class A, Class B, or Class G expenses. Class A expenses shall be those that are charged either for the general upkeep of the exterior appearance of the building and garage, for insurance, for general building management and management office (including office salaries and benefits), for general Association administrative expenses, and for the maintenance and upkeep of the grounds of the Condominium. Class B expenses shall be those that relate to the interior building maintenance, interiorscape, the roof on the office building, common area utilities, reserves for building capital budget items, and upkeep of the interior of the office building, including such items as janitorial, trash removal, interior common area water, electricity and heating, elevator maintenance, maintenance of the conference center, and similar items. Class G expenses shall be those that relate to the general upkeep, cleaning and maintenance of the garage area, including cleaning, striping or painting in the garage unit, reserves for garage area capital budget items and similar items.

Class A expenses shall be allocated on a square footage basis between the Unit Owners, adjusted as follows. The "total chargeable square footage" of the Condominium shall be the total of (a) the square feet of floor space allocated to the Interior Units plus (b) thirty percent (30%) of the square feet of floor space allocated to the Roof Units plus (c) ten percent (10%) of the square feet of floor space allocated to the Garage Unit. The Owner of any Unit on the interior of the office building shall bear a share of Class A expenses equal to the total Class A expenses times the square feet of floor space allocated to the Unit divided by the total chargeable square footage of the Condominium. The Owner of any Roof Unit shall bear a share of Class A expenses equal to the total Class A expenses times thirty percent (30%) of the square feet of floor space allocated to the Roof Unit divided by the total chargeable square footage of the Condominium. The Owner of any Garage Unit shall bear a share of Class A expenses equal to the total Class A expenses times ten percent (10%) of the square feet of floor space allocated to the Garage Unit divided by the total chargeable square footage of the Condominium.

Class B expenses shall be allocated on a square footage basis between the Unit Owners as follows. The "total chargeable square footage" shall be reduced by the figure which is ten percent (10%) of the square feet of floor space allocated to the Garage Unit to arrive at "building chargeable square footage." The Owner of any Unit on the interior of the office building shall bear a share of Class B expenses equal to the total Class B expenses times the square footage of floor space allocated to the Unit divided by the building chargeable square footage of the Condominium. The Owner of any Roof Unit shall bear a share of Class B expenses equal to the total Class B expenses times fifty percent (50%) of the square feet of floor space allocated to the Roof Unit divided by the building chargeable square footage of the Condominium. The Owner of any Garage Unit shall bear no share of Class B expenses.

Sign Off
Locations Mail Help
Enter keyword(s):

To: Whit J. Wood 7/20/09
From: Jimmy + Ann Campbell

Accounts | Bill Pay | Payments | Transfers | Investments | Customer Service

Bill Pay Center | Payments | Pay To/Pay From | e-Bills

Payments Overview • Automatic Payments • Make a Single Payment

View Payment

Quick Help

Use this page to view the details of a payment you've made. After a payment is processed, we provide a summary of how the payment was sent (electronically or by mail), when the funds were withdrawn from your account, a payment memo and whether it was sent with the payment, and when the payment was delivered to the Pay To account.

- ▶ What can I do?
 - ▶ What do I need to know?
 - ▶ What else can I do?
- If you have questions, browse our list of frequently asked questions.

Pay To	Amount	Pay From	Deliver By
Fulton County Tax Commissioner -5840	\$384.19	INTEREST CHECKING-0546	07/09/2009

Confirmation Number: 93T5D-7K06Z

Payment check # 28830451 was sent to Fulton County Tax Commissioner on 07/06/2009 and delivered on 07/09/2009. Funds were withdrawn from your INTEREST CHECKING-0546 account on 07/09/2009. The payment was applied on 07/15/2009.

If you have a question about this payment, click [Inquire About Payment](#) to send a message to customer service.

[Inquire About Payment](#) | [Return to Previous Page](#)

Secure Area

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Whit -
Thanks for everything today.
Here is a receipt showing payment
8/1/09

TO: Whit J. Wood
From: Jimmy + Ann Campbell // 7/20/09

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Use this page to view the details of a payment you've made. After a payment is processed, we provide a summary of how the payment was sent (electronically or by mail), when the funds were withdrawn from your account, a payment memo and whether it was sent with the payment, and when the payment was delivered to the Pay To account.

Pay To	Amount	Pay From	Deliver By
Fulton County Tax Commissioner -5940	\$334.19	INTEREST CHECKING-0546	07/09/2009
Confirmation Number: 93T5C-7K06Z			

Payment check # 28820461 was sent to Fulton County Tax Commissioner on 07/06/2009 and delivered on 07/09/2009. Funds were withdrawn from your INTEREST CHECKING-0546 account on 07/09/2009. The payment was applied on 07/15/2009.

- ▶ What can I do?
- ▶ What do I need to know?
- ▶ What else can I do?

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Whit -
Thanks for everything today.
Here is a receipt showing payment
of the Atlanta Solid Waste bill.

JL

1

The portions of the Floor Plans as filed in Plans cabinet 1, page 151 on January 21, 2004 and showing units 670 and 675 on the sixth floor of the Condominium, are withdrawn and revised Floor Plans showing the altered Units 670 and 675 together with new Unit 655 have been recorded in the Fulton County, Georgia records at Plat Book 262, Page 40, et seq, and are hereby adopted. The remaining Units as shown on the sixth floor unaffected by this change

2

The portions of the Floor Plans as filed in Plans cabinet 8, page 49, et seq, and showing Unit 500 on the fifth floor of the Condominium, are withdrawn and revised Floor Plans showing the altered Unit 500 together with new Unit 510 have been recorded in the Fulton County, Georgia records at Plat Book 262, Page 40, et seq, and are hereby adopted. The remaining Units as shown on the fifth floor unaffected by this change

3

Exhibit "B" to the Declaration is revised to reallocate the percentage interest in the common area and share of expenses, and the Exhibit "B" attached hereto and incorporated by reference is substituted for the original Exhibit "B" to the recorded Declaration. For purposes of this Declaration, the square feet listed in Exhibit "B" shall be utilized and any minor variations shown on the amended Floor Plans shall be ignored

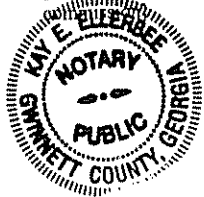
4

The Floor Plans and Declaration are supplemented by the Certificate of Milan Vancura attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to the Declaration to be executed under the seal the date first written above

Signed, sealed and delivered this 21st day of October, 2004 in the presence of
Milana Vancura
Unofficial Witness

Kay E. Ellerbe
Notary Public
[Affix notary seal and date of expiration of



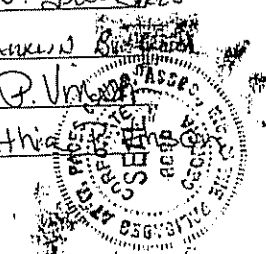
Notary Public, Gwinnett County, GA
My Commission Expires Jan. 18, 2008

-2-

THE PALISADES AT WEST PACES
CONDOMINIUM ASSOCIATION, INC.

By: Franko B. Lull PRES
President
Print Name: FRANKO B. LULL

Attest: Cynthia P. V...
Secretary
Print Name: Cynthia P. V...
[Corporate Seal]



<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
690	1904	1904	0.83%	0.94%	1
695	1779	1779	0.77%	0.88%	3
Penthouse	31,437	31,437	13.61%	15.58%	20
Roof	31,203	9,361	4.05%	2.32%	0
Garage	245,130	24,513	10.61%	0.00%	0
Totals		230,987	100.00%	100.00%	152

Should Unit 100 at any point be owned by any Owner other than the Association, allocated square feet for each floor and chargeable square feet for each floor will be allocated among Units as follows:

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class A Expenses</u>	<u>Parking Spaces Allocated</u>
100	931	931	0.40%	0.46%	0
125	3,375	3,375	1.46%	1.66%	3
130	1,234	1,234	0.53%	0.61%	2
140	1,041	1,041	0.45%	0.51%	2
150	4,893	4,893	2.11%	2.41%	4
200	13,586	13,564	5.85%	6.69%	10
201	1003	1001	0.43%	0.49%	2
210	2434	2430	1.05%	1.20%	2
230	1501	1499	0.65%	0.74%	2
250	8707	8693	3.75%	4.29%	8
252	108	108	0.05%	0.05%	0
Café	3032	3027	1.31%	1.49%	2
300	31203	31203	13.45%	15.39%	20
400	31,203	31,203	13.45%	15.39%	20
500	9,228	9,228	3.98%	4.55%	7
510	4,380	4,380	1.89%	2.16%	3
520	3,265	3,265	1.41%	1.61%	3
530	3,955	3,955	1.71%	1.95%	4
550	10,375	10,375	4.47%	5.12%	9
640	15,740	15,740	6.79%	7.76%	14
645	1554	1554	0.67%	0.77%	1

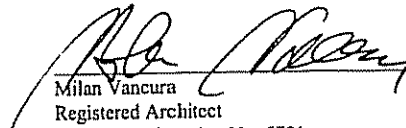
Amendment to Declaration of Condominium for
The Palisades at West Paces Condominium

EXHIBIT "A"

Certificate of Architect

Pursuant to the Georgia Condominium Act, O.C.G.A. § 44-3-83(b), the undersigned Registered Architect hereby certifies that he has visited that site known as The Palisades at West Paces Condominium, as shown on that survey of Palisades at West Paces Condominium recorded at Condominium Plat Book 13, Page 127, Fulton County, Georgia records (the "Survey"), and has viewed the property shown on said survey and the structures located thereon; and the architectural plans, dimensions, and configurations for the structures shown on said survey and as shown on plans prepared by the undersigned, which plans are filed with the Clerk of the Superior Court, Fulton County, Georgia, in Plat Book 262, Pages 41 and 42 (hereinafter referred to as the "Plans"); and that to the best of his knowledge, information and belief, as they depict Units 500, 510, 655, 670 and 675: (1) the foundation, structural members, exterior walls and roof of such structures are complete and in place as shown on the Plans, (2) the walls, partitions, floors and ceilings, to the extent shown on the Plans as constituting or coinciding with the vertical and/or horizontal boundaries of each unit within each said structure, are sufficiently complete and in place to clearly establish the physical boundaries of such units

The undersigned further certifies that the Plans satisfy the requirements of O.C.G.A. §44-3-83(b) of the Georgia Condominium Act.


Milan Vancura
Registered Architect
Georgia Registration No. 5701

Dated: Oct. 25, 2004

[ARCHITECT'S SEAL]



Deed Book 40213 Pg 383
Filed and Recorded Jun-15-2005 02:19pm
2005-0209019
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Record and Return To:
Randall M. Lipshutz
LIPSHUTZ, GREENBLATT & KING, LLP
2400 Harris Tower, Peachtree Center
233 Peachtree Street, N.E.
Atlanta, Georgia 30303
(404) 688-2300

Cross Reference:
Deed Book 29679, Page 578,
Fulton County, Georgia records

**FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
PALISADES AT WEST PACES CONDOMINIUM**

THIS FOURTH AMENDMENT is made and entered into this 15th day of June, 2005 by The Palisades at West Paces Condominium Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Declaration of Condominium for Palisades at West Paces Condominium was entered into and recorded on November 17, 2000 in Deed Book 29679, Page 578, Fulton County, Georgia records (the "Declaration"); and

WHEREAS, the Declaration has been amended by that Amendment to Declaration of Condominium recorded on May 10, 2001 in Deed Book 30352, Page 503, Fulton County, Georgia records; the Second Amendment to Declaration of Condominium recorded on January 21, 2004 in Deed Book 36907, page 551; and the Amendment to Declaration of Condominium recorded October 29, 2004 in Deed Book 38739, Page 89; and

WHEREAS, Article II, Sections 4 and 5 of the Declaration permit Unit boundaries to be relocated and Units owned by a common Owner to be subdivided into multiple Units; and

WHEREAS, certain Unit Owners, with the approval of the Association, desire to relocate Unit boundaries and subdivide their Units into multiple Units;

NOW THEREFORE, the Declaration is amended as follows:

1.

The portion of the Floor Plans as previously filed and showing unit 300 on the third floor of the Condominium is withdrawn and a revised Floor Plan showing the altered Unit 300 together with new Units 310, 340, and 360 has been recorded in the Fulton County, Georgia records at Plat Book 262, Page 40, and is hereby adopted.

2.

Exhibit "B" to the Declaration is revised to reallocate the percentage interest in the common area and share of expenses, and the Exhibit "B" attached hereto and incorporated by reference is substituted for the original Exhibit "B" to the recorded Declaration. For purposes of this Declaration, the square feet listed in Exhibit "B" shall be utilized and any minor variations shown on the amended Floor Plans shall be ignored.

4.

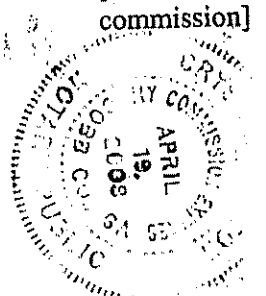
The Floor Plans and Declaration are supplemented by the Certificate of Milan Vancura attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned has caused this Fourth Amendment to the Declaration to be executed under the seal the date first written above.

Signed, sealed and delivered this 15 day of June, 2005 in the presence of: Caretha Keith
Unofficial Witness

Crystal Walton
Notary Public
[Affix notary seal and date of expiration of commission]

Crystal Walton
Notary Public, Cobb County, Georgia
My Commission Expires April 19, 2008

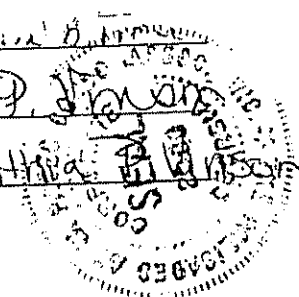


THE PALISADES AT WEST PACES CONDOMINIUM ASSOCIATION, INC.

By: Franklin B. Sullivan
President
Print Name: Franklin B. Sullivan

Attest: Cynthia P. Johnson
Secretary
Print Name: Cynthia P. Johnson

[Corporate Seal]



Signed, sealed and delivered this 15 day
of June, 2005 in the
presence of:

Cynthia Keith
Unofficial Witness

Crystal Walton
Notary Public

[Affix notary seal and date of expiration of
commission] **Crystal Walton**
Notary Public, Cobb County, Georgia
My Commission Expires April 19, 2008

K:\Palisades at West Paces\Dec.4th amendment 300 floor.wpd

OWNER OF ORIGINAL UNIT 300
The Palisades at West Paces, Inc.

By: Franklin B. Trell
Franklin B. Trell, President

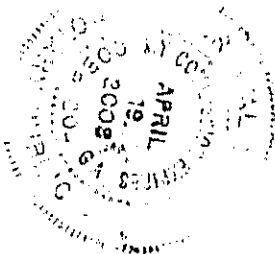


EXHIBIT "B"
The Pallsades at West Paces Condominium
Unit Information

The information relating to the Units is as follows:

COMMON EXPENSES:

Common expenses shall be classified as either Class A, Class B, or Class G expenses. Class A expenses shall be those that are charged either for the general upkeep of the exterior appearance of the building and garage, for insurance, for general building management and management office (including office salaries and benefits), for general Association administrative expenses, and for the maintenance and upkeep of the grounds of the Condominium. Class B expenses shall be those that relate to the interior building maintenance, interiorscape, the roof on the office building, common area utilities, reserves for building capital budget items, and upkeep of the interior of the office building, including such items as janitorial, trash removal, interior common area water, electricity and heating, elevator maintenance, maintenance of the conference center, and similar items. Class G expenses shall be those that relate to the general upkeep, cleaning and maintenance of the garage area, including cleaning, striping or painting in the garage unit, reserves for garage area capital budget items and similar items.

Class A expenses shall be allocated on a square footage basis between the Unit Owners, adjusted as follows. The "total chargeable square footage" of the Condominium shall be the total of (a) the square feet of floor space allocated to the Interior Units plus (b) thirty percent (30%) of the square feet of floor space allocated to the Roof Units plus (c) ten percent (10%) of the square feet of floor space allocated to the Garage Unit. The Owner of any Unit on the interior of the office building shall bear a share of Class A expenses equal to the total Class A expenses times the square feet of floor space allocated to the Unit divided by the total chargeable square footage of the Condominium. The Owner of any Roof Unit shall bear a share of Class A expenses equal to the total Class A expenses times thirty percent (30%) of the square feet of floor space allocated to the Roof Unit divided by the total chargeable square footage of the Condominium. The Owner of any Garage Unit shall bear a share of Class A expenses equal to the total Class A expenses times ten percent (10%) of the square feet of floor space allocated to the Garage Unit divided by the total chargeable square footage of the Condominium.

Class B expenses shall be allocated on a square footage basis between the Unit Owners as follows. The "total chargeable square footage" shall be reduced by the figure which is ten percent (10%) of the square feet of floor space allocated to the Garage Unit to arrive at "building chargeable square footage." The Owner of any Unit on the interior of the office building shall bear a share of Class B expenses equal to the total Class B expenses times the square footage of floor space allocated to the Unit divided by the building chargeable square footage of the Condominium. The Owner of any Roof Unit shall bear a share of Class B expenses equal to the total Class B expenses times fifty percent (50%) of the square feet of floor space allocated to the Roof Unit divided by the building chargeable square footage of the Condominium. The Owner of any Garage Unit shall bear no share of Class B expenses.

Class G expenses shall be allocated one hundred percent (100%) to the Unit Owners of the Garage Unit(s).

At all times that Unit 100 is owned by the Association, allocated square feet for each floor and chargeable square feet for each floor are allocated among current Units as follows:

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
100	931	0	0.00%	0.00%	0
125	3,375	3,375	1.46%	1.67%	3
130	1,234	1,234	0.53%	0.61%	2
140	1,041	1,041	0.45%	0.52%	2
150	4,893	4,893	2.12%	2.42%	4
200	13,586	13,564	5.87%	6.72%	10
201	1003	1001	0.43%	0.50%	2
210	2434	2430	1.05%	1.20%	2
230	1501	1499	0.65%	0.74%	2
250	8707	8693	3.76%	4.31%	8
252	108	108	0.05%	0.05%	0
Café	3032	3027	1.31%	1.50%	2
300	6072	6072	2.63%	3.01%	4
310	4838	4838	2.09%	2.40%	3
340	6969	6969	3.02%	3.45%	4
360	13,324	13,324	5.77%	6.60%	9
400	31,203	31,203	13.51%	15.46%	20
500	9,228	9,228	3.99%	4.57%	7
510	4,380	4,380	1.90%	2.17%	3
520	3,265	3,265	1.41%	1.62%	3
530	3,955	3,955	1.71%	1.96%	4
550	10,375	10,375	4.49%	5.14%	9
640	15,740	15,740	6.81%	7.80%	14
645	1,554	1,554	0.67%	0.77%	1
650	2897	2897	1.25%	1.44%	2
655	50	48	0.02%	0.02%	0
670	3,726	3,568	1.55%	1.78%	4

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
675	1,241	1,189	0.51%	0.59%	1
680	2178	2178	0.94%	1.08%	2
685	345	345	0.15%	0.17%	1
690	1904	1904	0.83%	0.94%	1
695	1779	1779	0.77%	0.88%	3
Penthouse	31,437	31,437	13.61%	15.58%	20
Roof	31,203	9,361	4.05%	2.32%	0
Garage	245,130	24,513	10.61%	0.00%	0
Totals		230,987	100.00%	100.00%	152

Should Unit 100 at any point be owned by any Owner other than the Association, allocated square feet for each floor and chargeable square feet for each floor will be allocated among Units as follows:

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
100	931	931	0.40%	0.46%	0
125	3,375	3,375	1.46%	1.66%	3
130	1,234	1,234	0.53%	0.61%	2
140	1,041	1,041	0.45%	0.51%	2
150	4,893	4,893	2.11%	2.41%	4
200	13,586	13,564	5.85%	6.69%	10
201	1003	1001	0.43%	0.49%	2
210	2434	2430	1.05%	1.20%	2
230	1501	1499	0.65%	0.74%	2
250	8707	8693	3.75%	4.29%	8
252	108	108	0.05%	0.05%	0
Café	3032	3027	1.31%	1.49%	2
300	6072	6072	2.62%	2.99%	4
310	4838	4838	2.09%	2.39%	3
340	6969	6969	3.00%	3.44%	4
360	13,324	13,324	5.74%	6.57%	9
400	31,203	31,203	13.45%	15.39%	20
500	9,228	9,228	3.98%	4.55%	7

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
510	4,380	4,380	1.89%	2.16%	3
520	3,265	3,265	1.41%	1.61%	3
530	3,955	3,955	1.71%	1.95%	4
550	10,375	10,375	4.47%	5.12%	9
640	15,740	15,740	6.79%	7.76%	14
645	1554	1554	0.67%	0.77%	1
650	2897	2897	1.25%	1.43%	2
655	50	48	0.02%	0.02%	0
670	3,726	3,568	1.53%	1.76%	4
675	1,241	1,189	0.51%	0.59%	1
680	2178	2178	0.94%	1.07%	2
685	345	345	0.15%	0.17%	1
690	1904	1904	0.82%	0.94%	1
695	1779	1779	0.77%	0.88%	3
Penthouse	31,437	31,437	13.56%	15.51%	20
Roof	31,203	9,361	4.04%	2.31%	0
Garage	245,130	24,513	10.57%	0.00%	0
Totals		231,918	100.00%	100.00%	152

OWNERSHIP OF COMMON PROPERTY:

Each Unit shall own a share of the common property in the same percentage as the Unit shares in Class A common expenses.

UNIT VOTES:

Each Unit shall be allocated votes in the Association as follows: For each Unit within the Condominium, for each 1,000 square feet of chargeable square feet or fraction thereof, the Unit shall be allocated one (1) vote. Should a Unit be subdivided or should existing Units be combined, the total number of votes in the Association may vary based upon the stated calculation. The Association shall keep a membership register showing the total number of votes allocated to any individual Unit. The allocation existing and the number of total votes allocated at the time notice is sent setting the date of any meeting of the Association shall remain in effect for the meeting set forth in that notice.

GARAGE PARKING SPACE EASEMENTS:

Units and the Association are allocated the parking space easements in the Garage Unit set forth in the charts above as provided in Article III, Section 6 of the Declaration.

Should a Unit be subdivided, the number of garage parking space easements assigned to each new Unit shall be specified in the amendment to this Declaration subdividing the Unit, and a statement of the allocation shall be provided to the Owner(s) of the Garage Unit.

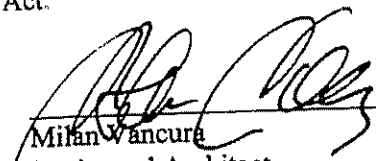
**Amendment to Declaration of Condominium for
The Palisades at West Paces Condominium**

EXHIBIT "A"

Certificate of Architect

Pursuant to the Georgia Condominium Act, O.C.G.A. § 44-3-83(b), the undersigned Registered Architect hereby certifies that he has visited that site known as The Palisades at West Paces Condominium, as shown on that survey of Palisades at West Paces Condominium recorded at Condominium Plat Book 13, Page 127, Fulton County, Georgia records (the "Survey"), and has viewed the property shown on said survey and the structures located thereon; and the architectural plans, dimensions, and configurations for the structures shown on said survey and as shown on plans prepared by the undersigned, which plans are filed with the Clerk of the Superior Court, Fulton County, Georgia, in Plat Book 262, Page 40 (hereinafter referred to as the "Plans"); and that to the best of his knowledge, information and belief, as they depict Units 300, 310, 340, and 360: (1) the foundation, structural members, exterior walls and roof of such structures are complete and in place as shown on the Plans, (2) the walls, partitions, floors and ceilings, to the extent shown on the Plans as constituting or coinciding with the vertical and/or horizontal boundaries of each unit within each said structure, are sufficiently complete and in place to clearly establish the physical boundaries of such units.

The undersigned further certifies that the Plans satisfy the requirements of O.C.G.A. §44-3-83(b) of the Georgia Condominium Act.


Milan Vancura
Registered Architect
Georgia Registration No. 5781

Dated: 6/15, 2005.

[ARCHITECT'S SEAL]



Deed Book 40745 Pg 678
Filed and Recorded Aug-29-2005 12:57pm
2005-0289176
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Record and Return To:
Randall M. Lipshutz
LIPSHUTZ, GREENBLATT & KING, LLP
2400 Harris Tower, Peachtree Center
233 Peachtree Street, N.E.
Atlanta, Georgia 30303
(404) 688-2300

Cross Reference:
Deed Book 29679, Page 578,
Fulton County, Georgia records

**FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
PALISADES AT WEST PACES CONDOMINIUM**

THIS FIFTH AMENDMENT is made and entered into this 29th day of August, 2005 by The Palisades at West Paces Condominium Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, the Declaration of Condominium for Palisades at West Paces Condominium was entered into and recorded on November 17, 2000 in Deed Book 29679, Page 578, Fulton County, Georgia records (the "Declaration"); and

WHEREAS, the Declaration has been amended by that Amendment to Declaration of Condominium recorded on May 10, 2001 in Deed Book 30352, Page 503, Fulton County, Georgia records; the Second Amendment to Declaration of Condominium recorded on January 21, 2004 in Deed Book 36907, page 551; the Amendment to Declaration of Condominium recorded October 29, 2004 in Deed Book 38739, Page 89; and the Fourth Amendment to Declaration of Condominium recorded on June 15, 2005 in Deed Book 40213, Page 383; and

WHEREAS, Article II, Section 4 and 5 of the Declaration permit Unit boundaries to be relocated and Units owned by a common Owner to be subdivided into multiple Units; and

WHEREAS, certain Unit Owners, with the approval of the Association, desire to relocate Unit boundaries and subdivide their Units into multiple Units;

NOW THEREFORE, the Declaration is amended as follows:

1.

The portion of the Floor Plans as previously filed and showing unit 400 on the fourth floor of the Condominium is withdrawn and a revised Floor Plan showing the altered Unit 400 together with new Units 410, 420, and 430 has been recorded in the Fulton County, Georgia records at Condominium Floor Plan Book 31, Page 480, and is hereby adopted.

2.

Exhibit "B" to the Declaration is revised to reallocate the percentage interest in the common area and share of expenses, and the Exhibit "B" attached hereto and incorporated by reference is substituted for the original Exhibit "B" to the recorded Declaration. For purposes of this Declaration, the square feet listed in Exhibit "B" shall be utilized and any minor variations shown on the amended Floor Plans shall be ignored.

4.

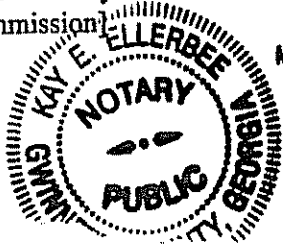
The Floor Plans and Declaration are supplemented by the Certificate of Milan Vancura attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned has caused this Fifth Amendment to the Declaration to be executed under the seal the date first written above.

Signed, sealed and delivered this 29th day of August, 2005 in the presence of:

Kay E. Ellerbee
Unofficial Witness - Notary Public KEE

Judy A. Miranda
Notary Public Unofficial Witness
[Affix notary seal and date of expiration of commission]



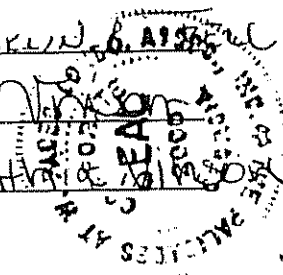
Notary Public, Gwinnett County, GA
My Commission Expires Jan. 16, 2008

THE PALISADES AT WEST PACES
CONDOMINIUM ASSOCIATION, INC.

By: Franklin B. Ainsworth
President
Print Name: FRANKLIN B. AINSWORTH

Attest: Cynthia Johnson
Secretary
Print Name: CYNTHIA JOHNSON

[Corporate Seal]



Signed, sealed and delivered this 29th day of August, 2005 in the presence of:

OWNER OF ORIGINAL UNIT 400
Medical Property Holdings, LLC

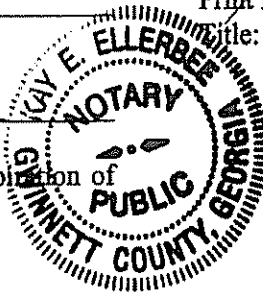
By: George D. Overend (Seal)
Print Name: George D. Overend
Title: Managing Member

Audrey A. Miranda
Unofficial Witness

Kay E. Ellerbee
Notary Public

[Affix notary seal and date of expiration of commission]

Notary Public, Gwinnett County, GA
My Commission Expires Jan. 18, 2008



CONSENT OF LENDER

The Undersigned, being the holder of a Deed to Secure Debt and Security agreement recorded in Deed Book 30927, Page 155, Fulton County Georgia records, which Deed encumbers Original Unit 400, hereby consents to the subdivision of original Unit 400 as provided for in this Amendment.

This 29th day of Aug, 2005.

Signed, sealed and delivered this 29 day of August, 2005 in the presence of:

SUNTRUST BANK, a Georgia banking corporation

Aura E. Jovel
Unofficial Witness

By: Paul Henry
Title: First VTA Pro

Joyce H. Nunnally
Notary Public
[Affix notary seal and date of expiration of commission]



EXHIBIT "B"
The Palisades at West Paces Condominium
Unit Information

The information relating to the Units is as follows:

COMMON EXPENSES:

Common expenses shall be classified as either Class A, Class B, or Class G expenses. Class A expenses shall be those that are charged either for the general upkeep of the exterior appearance of the building and garage, for insurance, for general building management and management office (including office salaries and benefits), for general Association administrative expenses, and for the maintenance and upkeep of the grounds of the Condominium. Class B expenses shall be those that relate to the interior building maintenance, interiorscape, the roof on the office building, common area utilities, reserves for building capital budget items, and upkeep of the interior of the office building, including such items as janitorial, trash removal, interior common area water, electricity and heating, elevator maintenance, maintenance of the conference center, and similar items. Class G expenses shall be those that relate to the general upkeep, cleaning and maintenance of the garage area, including cleaning, striping or painting in the garage unit, reserves for garage area capital budget items and similar items.

Class A expenses shall be allocated on a square footage basis between the Unit Owners, adjusted as follows. The "total chargeable square footage" of the Condominium shall be the total of (a) the square feet of floor space allocated to the Interior Units plus (b) thirty percent (30%) of the square feet of floor space allocated to the Roof Units plus (c) ten percent (10%) of the square feet of floor space allocated to the Garage Unit. The Owner of any Unit on the interior of the office building shall bear a share of Class A expenses equal to the total Class A expenses times the square feet of floor space allocated to the Unit divided by the total chargeable square footage of the Condominium. The Owner of any Roof Unit shall bear a share of Class A expenses equal to the total Class A expenses times thirty percent (30%) of the square feet of floor space allocated to the Roof Unit divided by the total chargeable square footage of the Condominium. The Owner of any Garage Unit shall bear a share of Class A expenses equal to the total Class A expenses times ten percent (10%) of the square feet of floor space allocated to the Garage Unit divided by the total chargeable square footage of the Condominium.

Class B expenses shall be allocated on a square footage basis between the Unit Owners as follows. The "total chargeable square footage" shall be reduced by the figure which is ten percent (10%) of the square feet of floor space allocated to the Garage Unit to arrive at "building chargeable square footage." The Owner of any Unit on the interior of the office building shall bear a share of Class B expenses equal to the total Class B expenses times the square footage of floor space allocated to the Unit divided by the building chargeable square footage of the Condominium. The Owner of any Roof Unit shall bear a share of Class B expenses equal to the total Class B expenses times fifty percent (50%) of the square feet of floor space allocated to the Roof Unit divided by the building chargeable square footage of the Condominium. The Owner of any Garage Unit shall bear no share of Class B expenses.

Class G expenses shall be allocated one hundred percent (100%) to the Unit Owners of the Garage Unit(s).

At all times that Unit 100 is owned by the Association, allocated square feet for each floor and chargeable square feet for each floor are allocated among current Units as follows:

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
100	931	0	0.00%	0.00%	0
125	3,375	3,375	1.46%	1.67%	3
130	1,234	1,234	0.53%	0.61%	2
140	1,041	1,041	0.45%	0.52%	2
150	4,893	4,893	2.12%	2.42%	4
200	13,586	13,564	5.87%	6.72%	10
201	1003	1001	0.43%	0.50%	2
210	2434	2430	1.05%	1.20%	2
230	1501	1499	0.65%	0.74%	2
250	8707	8693	3.76%	4.31%	8
252	108	108	0.05%	0.05%	0
Café	3032	3027	1.31%	1.50%	2
300	6072	6072	2.63%	3.01%	4
310	4838	4838	2.09%	2.40%	3
340	6969	6969	3.02%	3.45%	4
360	13,324	13,324	5.77%	6.60%	9
400	20016	20016	8.67%	9.92%	13
410	3576	3576	1.55%	1.77%	2
420	2061	2061	0.89%	1.02%	1
430	5550	5550	2.40%	2.75%	4
500	9,228	9,228	3.99%	4.57%	7
510	4,380	4,380	1.90%	2.17%	3
520	3,265	3,265	1.41%	1.62%	3
530	3,955	3,955	1.71%	1.96%	4
550	10,375	10,375	4.49%	5.14%	9
640	15,740	15,740	6.81%	7.80%	14
645	1,554	1,554	0.67%	0.77%	1

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
650	2897	2897	1.25%	1.44%	2
655	50	48	0.02%	0.02%	0
670	3,726	3,568	1.55%	1.78%	4
675	1,241	1,189	0.51%	0.59%	1
680	2178	2178	0.94%	1.08%	2
685	345	345	0.15%	0.17%	1
690	1904	1904	0.83%	0.94%	1
695	1779	1779	0.77%	0.88%	3
Penthouse	31,437	31,437	13.61%	15.58%	20
Roof	31,203	9,361	4.05%	2.32%	0
Garage	245,130	24,513	10.61%	0.00%	0
Totals		230,987	100.00%	100.00%	152

Should Unit 100 at any point be owned by any Owner other than the Association, allocated square feet for each floor and chargeable square feet for each floor will be allocated among Units as follows:

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
100	931	931	0.40%	0.46%	0
125	3,375	3,375	1.46%	1.66%	3
130	1,234	1,234	0.53%	0.61%	2
140	1,041	1,041	0.45%	0.51%	2
150	4,893	4,893	2.11%	2.41%	4
200	13,586	13,564	5.85%	6.69%	10
201	1003	1001	0.43%	0.49%	2
210	2434	2430	1.05%	1.20%	2
230	1501	1499	0.65%	0.74%	2
250	8707	8693	3.75%	4.29%	8
252	108	108	0.05%	0.05%	0
Café	3032	3027	1.31%	1.49%	2
300	6072	6072	2.62%	2.99%	4
310	4838	4838	2.09%	2.39%	3
340	6969	6969	3.00%	3.44%	4

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
360	13,324	13,324	5.74%	6.57%	9
400	20,016	20,016	8.63%	9.87%	13
410	3576	3576	1.54%	1.76%	2
420	2061	2061	0.89%	1.02%	1
430	5550	5550	2.39%	2.74%	4
500	9,228	9,228	3.98%	4.55%	7
510	4,380	4,380	1.89%	2.16%	3
520	3,265	3,265	1.41%	1.61%	3
530	3,955	3,955	1.71%	1.95%	4
550	10,375	10,375	4.47%	5.12%	9
640	15,740	15,740	6.79%	7.76%	14
645	1554	1554	0.67%	0.77%	1
650	2897	2897	1.25%	1.43%	2
655	50	48	0.02%	0.02%	0
670	3,726	3,568	1.53%	1.76%	4
675	1,241	1,189	0.51%	0.59%	1
680	2178	2178	0.94%	1.07%	2
685	345	345	0.15%	0.17%	1
690	1904	1904	0.82%	0.94%	1
695	1779	1779	0.77%	0.88%	3
Penthouse	31,437	31,437	13.56%	15.51%	20
Roof	31,203	9,361	4.04%	2.31%	0
Garage	245,130	24,513	10.57%	0.00%	0
Totals		231,918	100.00%	100.00%	152

OWNERSHIP OF COMMON PROPERTY:

Each Unit shall own a share of the common property in the same percentage as the Unit shares in Class A common expenses.

UNIT VOTES:

Each Unit shall be allocated votes in the Association as follows: For each Unit within the Condominium, for each 1,000 square feet of chargeable square feet or fraction thereof, the Unit shall

be allocated one (1) vote. Should a Unit be subdivided or should existing Units be combined, the total number of votes in the Association may vary based upon the stated calculation. The Association shall keep a membership register showing the total number of votes allocated to any individual Unit. The allocation existing and the number of total votes allocated at the time notice is sent setting the date of any meeting of the Association shall remain in effect for the meeting set forth in that notice.

GARAGE PARKING SPACE EASEMENTS:

Units and the Association are allocated the parking space easements in the Garage Unit set forth in the charts above as provided in Article III, Section 6 of the Declaration.

Should a Unit be subdivided, the number of garage parking space easements assigned to each new Unit shall be specified in the amendment to this Declaration subdividing the Unit, and a statement of the allocation shall be provided to the Owner(s) of the Garage Unit.

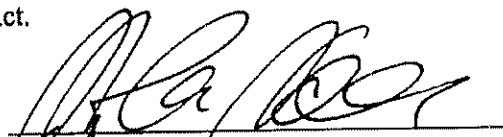
**Amendment to Declaration of Condominium for
The Palisades at West Paces Condominium**

EXHIBIT "A"

Certificate of Architect

Pursuant to the Georgia Condominium Act, O.C.G.A. § 44-3-83(b), the undersigned Registered Architect hereby certifies that he has visited that site known as The Palisades at West Paces Condominium, as shown on that survey of Palisades at West Paces Condominium recorded at Condominium Plat Book 13, Page 127, Fulton County, Georgia records (the "Survey"), and has viewed the property shown on said survey and the structures located thereon; and the architectural plans, dimensions, and configurations for the structures shown on said survey and as shown on plans prepared by the undersigned, which plans are filed with the Clerk of the Superior Court, Fulton County, Georgia, in Condominium Plan Book 31, Page 480 (hereinafter referred to as the "Plans"); and that to the best of his knowledge, information and belief, as they depict Units 400, 410, 420, and 430: (1) the foundation, structural members, exterior walls and roof of such structures are complete and in place as shown on the Plans, (2) the walls, partitions, floors and ceilings, to the extent shown on the Plans as constituting or coinciding with the vertical and/or horizontal boundaries of each unit within each said structure, are sufficiently complete and in place to clearly establish the physical boundaries of such units.

The undersigned further certifies that the Plans satisfy the requirements of O.C.G.A. §44-3-83(b) of the Georgia Condominium Act.


Milan Wancura
Registered Architect
Georgia Registration No. 5701

Dated: August 2, 2005.



Deed Book 47441 Pg 607
Filed and Recorded Dec-22-2008 11:26am
2008-0330455
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Record and Return To:
Randall M. Lipshutz
LIPSHUTZ, GREENBLATT & KING, LLP
2400 Harris Tower, Peachtree Center
233 Peachtree Street, N.E.
Atlanta, Georgia 30303
(404) 688-2300

Cross Reference:
Deed Book 29679, Page 578,
Fulton County, Georgia records
Amendment :
Deed Book: 30352, Page: 503
Amendment:
Deed Book:36907, Page: 551
Amendment:
Deed Book:38739, Page: 89
Amendment:
Deed Book:40213, Page: 383
Amendment:
Deed Book:40745, Page: 678

**SIXTH AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
PALISADES AT WEST PACES CONDOMINIUM**

THIS SIXTH AMENDMENT is made and entered into this 17th day of December, 2008 by The Palisades at West Paces Condominium Association, Inc (the "Association").

W I T N E S S E T H:

WHEREAS, the Declaration of Condominium for Palisades at West Paces Condominium was entered into and recorded on November 17, 2000 in Deed Book 29679, Page 578, Fulton County, Georgia records (the "Declaration"); and

WHEREAS, the Declaration has been amended by that Amendment to Declaration of Condominium recorded on May 10, 2001 in Deed Book 30352, Page 503, Fulton County, Georgia records; the Second Amendment to Declaration of Condominium recorded on January 21, 2004 in Deed Book 36907, page 551; the Amendment to Declaration of Condominium recorded October 29, 2004 in Dced Book 38739, Page 89; the Fourth Amendment to Declaration of Condominium

recorded on June 15, 2005 in Deed Book 40213, Page 383; and the Fifth Amendment to Declaration of Condominium recorded August 29, 2005 in Deed Book 40745, Page 678, *et seq.* ; and

WHEREAS, pursuant to Article 2, Section 5 of the Declaration, Units may be subdivided into multiple units. Prior to any construction subdivide the combined units, construction plans for the changes shall be submitted to and approved by the Association. The subdivision of the Unit and any redesignation of limited common elements between the separated units shall be done in compliance with the Act. No unit may be created by the subdivision that does not meet reasonable standards for a commercially viable office space, as reasonably determined by the Association. Each unit created by dividing an existing unit shall have a share of the vote of the original Unit as allocated in an amendment to the Declaration and as reasonably approved by the Association; and

WHEREAS, O.C.G.A. Section 44-3-92 provides that if the Unit owner of any Unit which may be subdivided desires to subdivide the Unit, the Association, upon written application of the subdivider, and the written consent of the mortgagees of the Unit, shall immediately prepare and execute appropriate instruments under O.C.G.A. Section 44-3-92. No vote of the Unit owners shall be necessary for the amendments provided in O.C.G.A. Section 44-3-92; and

WHEREAS, the Unit Owner desires to subdivide Unit "200" into two Units, Unit "200" and Unit "205;" and

WHEREAS, this Amendment shall assign identifying numbers to the Units created by the subdivision of a unit and shall allocate among those Units on a reasonable basis acceptable to the subdivider and the board of directors of the Association all of the undivided interest in the common elements, votes in the Association, and liabilities for common expenses pertaining to the subdivided Unit; and

WHEREAS, contemporaneously with this Amendment the Association is recording plans necessary to show the boundaries separating the Units created by the subdivision in compliance with O.C.G.A. Section 44-3-92(d);

NOW THEREFORE, the Declaration is amended as follows:

1

The portion of the Floor Plans as previously filed and showing unit 200 on the second floor of the Condominium is withdrawn and a revised Floor Plan showing altered Unit 200 together with new Unit 205 has been recorded in the Fulton County, Georgia records at Condominium Floor Plan Book _____, Page _____, and is hereby adopted.

2

Exhibit "B" to the Declaration is revised to reallocate the percentage interest in the common area and share of expenses, and the Exhibit "B" attached hereto and incorporated by reference is

substituted for the original Exhibit "B" to the recorded Declaration. For purposes of this Declaration, the square feet listed in Exhibit "B" shall be utilized and any minor variations shown on the amended Floor Plans shall be ignored.

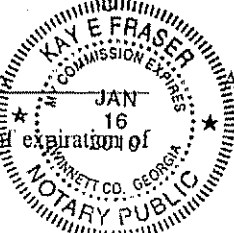
4

The Floor Plans and Declaration are supplemented by the Certificate of Milan Vancura attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to the Declaration to be executed under the seal the date first written above.

Signed, sealed and delivered this 17th day of December, 2008 in the presence of: [Signature]
Unofficial Witness

Kay E. Fraser
Notary Public 1/16/10
[Affix notary seal and date of expiration of commission]



THE PALISADES AT WEST PACES CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
President
Print Name: FRANKLIN B. TULL

Attest: [Signature]
Secretary
Print Name: Cynthia P. Vinson

[Corporate Seal]

OWNER OF ORIGINAL UNIT 200
Lone Pine, Inc.

By: _____
Print Name: _____
Title: _____

(Corporate Seal)

Signed, sealed and delivered this _____ day of _____, 20____, in the presence of:

Unofficial Witness

Notary Public
[Affix notary seal and date of expiration of commission]

Exhibit "B" to the Declaration is revised to reallocate the percentage interest in the common area and share of expenses, and the Exhibit "B" attached hereto and incorporated by reference is substituted for the original Exhibit "B" to the recorded Declaration. For purposes of this Declaration, the square feet listed in Exhibit "B" shall be utilized and any minor variations shown on the amended Floor Plans shall be ignored.

4.

The Floor Plans and Declaration are supplemented by the Certificate of Milan Vancura attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to the Declaration to be executed under the seal the date first written above.

Signed, sealed and delivered this _____ day of _____, 20____, in the presence of:

Unofficial Witness

Notary Public
[Affix notary seal and date of expiration of commission]

**THE PALISADES AT WEST PACES
CONDOMINIUM ASSOCIATION, INC.**

By: _____
President
Print Name: _____

Attest: _____
Secretary
Print Name: _____

[Corporate Seal]

Signed, sealed and delivered this 22nd day of December, 2008, in the presence of:

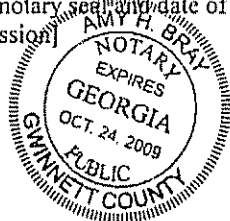
[Signature]
Unofficial Witness

[Signature]
Notary Public
[Affix notary seal and date of expiration of commission]

**OWNER OF ORIGINAL UNIT 200
Lone Pine, Inc.**

By: [Signature]
Print Name: Christopher J. Hayes
Title: Vice President

(Corporate Seal)



CONSENT OF LENDER

The undersigned, being the holder of a Deed to Secure Debt, Security Agreement and Absolute Assignment of Leases, dated July 14, 2004 and recorded in Deed Book 38092, Page 537, as amended by that certain First Consolidated Amendatory Agreement, dated July 14, 2005 and recorded in Deed Book 40795, Page 452, as amended by that certain Second Consolidated Amendatory Agreement, dated July 14, 2006 and recorded in Deed Book 43607, Page 380, as amended by that certain Third Consolidated Amendatory Agreement, dated December 31, 2006 and recorded in Deed Book 44663, Page 309, as amended by that Fourth Consolidated Amendatory Agreement, dated June 30, 2007 and recorded in Deed Book 45614, Page 163, as amended by that certain Fifth Consolidated Amendatory Agreement, dated January 31, 2008 and recorded in Deed Book 46698, Page 620 (collectively, the "Deed to Secure Debt") which encumbers the original Unit 200, hereby consents to the subdivision of the original Unit 200 as provided for in this Amendment, provided that the lien of the Deed to Secure Debt now encumbers the altered Unit 200 and the new Unit 205

IN WITNESS WHEREOF, the undersigned Lender has set its hand and seal this ___ day of December, 2008.

LENDER: WACHOVIA BANK, N.A.

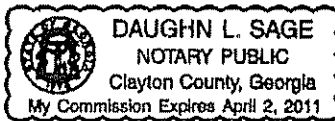
By: *[Signature]*
Its: ASSISTANT VICE PRESIDENT
[CORPORATE SEAL]

Signed, sealed, and delivered
this 19th day of December, 2008
in the presence of

[Signature: Sharon H. Westmoreland]

Unofficial Witness

[Signature: Daughn L. Sage]
Notary Public



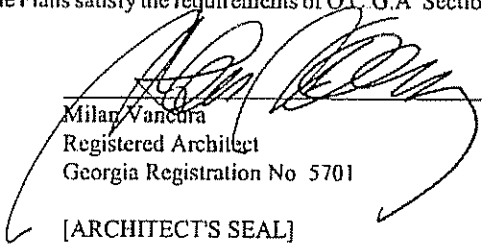
**Amendment to Declaration of Condominium for
The Palisades at West Paces Condominium**

EXHIBIT "A"

Certificate of Architect

Pursuant to the Georgia Condominium Act, O.C.G.A. Section 44-3-83(b), the undersigned Registered Architect hereby certifies that he has visited the site known as Palisades at West Paces Condominium, as shown on that survey of Palisades at West Paces Condominium recorded at Plat Book 13, Page 127, Fulton County, Georgia records (the "Survey"), and has viewed the property shown on said survey and the structures located thereon; and the architectural plans, dimensions, and configurations for the structures shown on said survey and as shown on plans prepared by the undersigned, which plans are filed with the Clerk of the Superior Court, Fulton County, Georgia in Condominium Plan Book ____, Page _____ (the "Plans"); and that to the best of his knowledge, information and belief, as they depict Units 200 and 205: (1) the foundation, structural members, exterior walls, and roof of such structures are complete and in place as shown on the Plans, (2) the walls, partitions, floors and ceilings, to the extent shown on the Plans as constituting or coinciding with the vertical and/or horizontal boundaries of each unit within each said structure, are sufficiently complete and in place to clearly establish the physical boundaries of such units.

The undersigned further certifies that the Plans satisfy the requirements of O.C.G.A. Section 44-3-83(b) of the Georgia Condominium Act.


Milan Vancura
Registered Architect
Georgia Registration No 5701
[ARCHITECT'S SEAL]

Dated: December 19, 2008



EXHIBIT "B"
The Palisades at West Paces Condominium
Unit Information

The information relating to the Units is as follows:

COMMON EXPENSES:

Common expenses shall be classified as either Class A, Class B, or Class G expenses. Class A expenses shall be those that are charged either for the general upkeep of the exterior appearance of the building and garage, for insurance, for general building management and management office (including office salaries and benefits), for general Association administrative expenses, and for the maintenance and upkeep of the grounds of the Condominium. Class B expenses shall be those that relate to the interior building maintenance, interiorscape, the roof on the office building, common area utilities, reserves for building capital budget items, and upkeep of the interior of the office building, including such items as janitorial, trash removal, interior common area water, electricity and heating, elevator maintenance, maintenance of the conference center, and similar items. Class G expenses shall be those that relate to the general upkeep, cleaning and maintenance of the garage area, including cleaning, striping or painting in the garage unit, reserves for garage area capital budget items and similar items.

Class A expenses shall be allocated on a square footage basis between the Unit Owners, adjusted as follows. The "total chargeable square footage" of the Condominium shall be the total of (a) the square feet of floor space allocated to the Interior Units plus (b) thirty percent (30%) of the square feet of floor space allocated to the Roof Units plus (c) ten percent (10%) of the square feet of floor space allocated to the Garage Unit. The Owner of any Unit on the interior of the office building shall bear a share of Class A expenses equal to the total Class A expenses times the square feet of floor space allocated to the Unit divided by the total chargeable square footage of the Condominium. The Owner of any Roof Unit shall bear a share of Class A expenses equal to the total Class A expenses times thirty percent (30%) of the square feet of floor space allocated to the Roof Unit divided by the total chargeable square footage of the Condominium. The Owner of any Garage Unit shall bear a share of Class A expenses equal to the total Class A expenses times ten percent (10%) of the square feet of floor space allocated to the Garage Unit divided by the total chargeable square footage of the Condominium.

Class B expenses shall be allocated on a square footage basis between the Unit Owners as follows. The "total chargeable square footage" shall be reduced by the figure which is ten percent (10%) of the square feet of floor space allocated to the Garage Unit to arrive at "building chargeable square footage." The Owner of any Unit on the interior of the office building shall bear a share of Class B expenses equal to the total Class B expenses times the square footage of floor space allocated to the Unit divided by the building chargeable square footage of the Condominium. The Owner of any Roof Unit shall bear a share of Class B expenses equal to the total Class B expenses times fifty percent (50%) of the square feet of floor space allocated to the Roof Unit divided by the building chargeable square footage of the

Condominium. The Owner of any Garage Unit shall bear no share of Class B expenses

Class G expenses shall be allocated one hundred percent (100%) to the Unit Owners of the Garage Unit(s).

At all times that Unit 100 is owned by the Association, allocated square feet for each floor and chargeable square feet for each floor are allocated among current Units as follows:

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
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150	4,893	4,893	2.12%	2.42%	4
200	11,639	11,620	5.03%	5.78%	9
201	1003	1001	0.43%	0.50%	2
205	1947	1944	0.84%	0.94%	1
210	2434	2430	1.05%	1.20%	2
230	1501	1499	0.65%	0.74%	2
250	8707	8693	3.76%	4.31%	8
252	108	108	0.05%	0.05%	0
Café	3032	3027	1.31%	1.50%	2
300	6072	6072	2.63%	3.01%	4
310	4838	4838	2.09%	2.40%	3
340	6969	6969	3.02%	3.45%	4
360	13,324	13,324	5.77%	6.60%	9
400	20016	20016	8.67%	9.92%	13
410	3576	3576	1.55%	1.77%	2
420	2061	2061	0.89%	1.02%	1
430	5550	5550	2.40%	2.75%	4
500	9,228	9,228	3.99%	4.57%	7
510	4,380	4,380	1.90%	2.17%	3
520	3,265	3,265	1.41%	1.62%	3
530	3,955	3,955	1.71%	1.96%	4

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
550	10,375	10,375	4.49%	5.14%	9
640	15,740	15,740	6.81%	7.80%	14
645	1,554	1,554	0.67%	0.77%	1
650	2897	2897	1.25%	1.44%	2
655	50	48	0.02%	0.02%	0
670	3,726	3,568	1.55%	1.78%	4
675	1,241	1,189	0.51%	0.59%	1
680	2178	2178	0.94%	1.08%	2
685	345	345	0.15%	0.17%	1
690	1904	1904	0.83%	0.94%	1
695	1779	1779	0.77%	0.88%	3
Penthouse	31,437	31,437	13.61%	15.58%	20
Roof	31,203	9,361	4.05%	2.32%	0
Garage	245,130	24,513	10.61%	0.00%	0
Totals		230,987	100.00%	100.00%	152

Should Unit 100 at any point be owned by any Owner other than the Association, allocated square feet for each floor and chargeable square feet for each floor will be allocated among Units as follows:

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
100	931	931	0.40%	0.46%	0
125	3,375	3,375	1.46%	1.66%	3
130	1,234	1,234	0.53%	0.61%	2
140	1,041	1,041	0.45%	0.51%	2
150	4,893	4,893	2.11%	2.41%	4
200	11,639	11,620	5.01%	5.73%	9
201	1003	1001	0.43%	0.49%	2
205	1947	1944	0.84%	0.96%	1
210	2434	2430	1.05%	1.20%	2
230	1501	1499	0.65%	0.74%	2
250	8707	8693	3.75%	4.29%	8

<u>Unit No.</u>	<u>Allocated Square Feet</u>	<u>Chargeable Square Feet</u>	<u>Percentage of Class A Expenses</u>	<u>Percentage of Class B Expenses</u>	<u>Parking Spaces Allocated</u>
252	108	108	0.05%	0.05%	0
Café	3032	3027	1.31%	1.49%	2
300	6072	6072	2.62%	2.99%	4
310	4838	4838	2.09%	2.39%	3
340	6969	6969	3.00%	3.44%	4
360	13,324	13,324	5.74%	6.57%	9
400	20,016	20,016	8.63%	9.87%	13
410	3576	3576	1.54%	1.76%	2
420	2061	2061	0.89%	1.02%	1
430	5550	5550	2.39%	2.74%	4
500	9,228	9,228	3.98%	4.55%	7
510	4,380	4,380	1.89%	2.16%	3
520	3,265	3,265	1.41%	1.61%	3
530	3,955	3,955	1.71%	1.95%	4
550	10,375	10,375	4.47%	5.12%	9
640	15,740	15,740	6.79%	7.76%	14
645	1554	1554	0.67%	0.77%	1
650	2897	2897	1.25%	1.43%	2
655	50	48	0.02%	0.02%	0
670	3,726	3,568	1.53%	1.76%	4
675	1,241	1,189	0.51%	0.59%	1
680	2178	2178	0.94%	1.07%	2
685	345	345	0.15%	0.17%	1
690	1904	1904	0.82%	0.94%	1
695	1779	1779	0.77%	0.88%	3
Penthouse	31,437	31,437	13.56%	15.51%	20
Roof	31,203	9,361	4.04%	2.31%	0
Garage	245,130	24,513	10.57%	0.00%	0
Totals		231,918	100.00%	100.00%	152

OWNERSHIP OF COMMON PROPERTY:

Each Unit shall own a share of the common property in the same percentage as the Unit shares in Class A common expenses.

UNIT VOTES:

Each Unit shall be allocated votes in the Association as follows: For each Unit within the Condominium, for each 1,000 square feet of chargeable square feet or fraction thereof, the Unit shall be allocated one (1) vote. Should a Unit be subdivided or should existing Units be combined, the total number of votes in the Association may vary based upon the stated calculation. The Association shall keep a membership register showing the total number of votes allocated to any individual Unit. The allocation existing and the number of total votes allocated at the time notice is sent setting the date of any meeting of the Association shall remain in effect for the meeting set forth in that notice.

GARAGE PARKING SPACE EASEMENTS:

Units and the Association are allocated the parking space easements in the Garage Unit set forth in the charts above as provided in Article III, Section 6 of the Declaration.

Should a Unit be subdivided, the number of garage parking space easements assigned to each new Unit shall be specified in the amendment to this Declaration subdividing the Unit, and a statement of the allocation shall be provided to the Owner(s) of the Garage Unit.