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Return to: NowackHoward, LLC
945 East Paces Ferry Road
Resurgens Plaza, Suite 1250
Atlanta, GA 30326
Attn: George E. Nowack, Jr.

STATE OF GEORGIA

COUNTY OF FULTON

Cross Reference: Deed Book: 20127
Page: 01

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR THE PONCE CONDOMINIUM.**

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

WITNESSETH:

WHEREAS, Killian/Wilkinson, a Georgia partnership recorded that certain Declaration of Condominium for The Ponce Condominium (hereafter referred to as the "Original Declaration") on September 6, 1982 in Deed Book 8237, Page 126 of the Fulton County, Georgia land records;

WHEREAS, the membership of The Ponce Condominium Association, Inc. (hereinafter referred to as the "Association") amended and restated the Original Declaration with the Amended and Restated Declaration of Condominium for the Ponce Condominium (hereafter referred to as the "Declaration") recorded on October 17, 1995 in Deed Book 20127, Page 01 of Fulton County, Georgia land records;

WHEREAS, Paragraph 16 of the Declaration was amended in 2005 in Deed Book 40521, Page 267, of the Fulton County, Georgia land records to impose restrictions on the leasing of Units, including, but not limited to a cap of 20% on the number of Units that may be leased at one time; and

WHEREAS, the use of Units for short-term occupancy and corporate ownership are not addressed in Paragraph 16; and

WHEREAS, pursuant to Paragraph 24 of the Declaration, the Declaration may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of the members of the Association holding sixty-six and two-thirds percent (66 2/3%) of the total eligible votes of the Association;

WHEREAS, Owners to which at least sixty-six and two-thirds (66 2/3) of the total eligible votes of the Association have approved this Amendment to the Declaration.

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

1.

Paragraph 2 is amended by adding the following:

(cc) "Occupant" means any person who stays or remains at a Unit overnight or for a longer period. "Occupy" or "Occupancy" shall refer to the situation when a Person stays or remains in a Unit for overnight or for a longer period. By way of example, but not in limitation, a person who is permitted access to a Unit using the services of "Airbnb", "VRBO", "HomeAway", or similar websites or online platforms on which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy is considered an Occupant and the use of the Unit is considered Leasing which is prohibited under Paragraph 16.

2.

Paragraph 16 is amended by striking that Paragraph in its entirety and replacing it with the following:

16. OCCUPANCY.

For the express purpose of preserving the character of the Community as one of predominantly owner-Occupied Units, the Occupancy of Units is restricted as provided herein.

(a) Definitions. The defined terms used in this Paragraph 16 shall have the following definitions:

(i) "Authorized Corporate Occupant" is as defined in Paragraph 16 d hereof. Persons Occupying a Unit through use of "Airbnb", "VRBO", "HomeAway", or similar accommodation-sharing websites or online platforms shall not be considered Authorized Corporate Occupants hereunder.

(ii) "Family Member" shall be defined as an Owner's parent, an Owner's sibling, an Owner's spouse, an Owner's child, grandchildren, nieces/nephews.

(iii) "Guest" shall be defined as a person who: (a) is known to and is specifically invited by an Authorized Occupant or Authorized Corporate Occupant to Occupy a Unit; (b) Occupies the Unit on a temporary basis for less than one (1) month in a year; and (c) does not provide any Authorized Occupant or Authorized Corporate Occupant any consideration or benefit in exchange for his or her Occupancy of the Unit, including but not limited to any fee, service, gratuity or emolument, as may be determined by the Board in its reasonable discretion. Persons Occupying a Unit through use of "Airbnb", "VRBO", "HomeAway", or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy shall not be considered Guests hereunder.

(iv) "Lease" means any agreement, written or oral, by which a Unit Owner conveys a right to Occupy a Unit or any portion thereof to another Person. Lessee means the person(s) Leasing a Unit.

(v) "Leasing" is defined as the Occupancy of a Unit by any person(s) other than: (1) the Owner or a Family Member of an Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant; or (3) a Roommate or Guest when the Unit's Authorized Occupant or Authorized Corporate Occupant: (i) Occupies the Unit at the same time as the Roommate or Guest; (ii) uses the Unit or another Unit in the building as his/her primary or secondary residence; and (iii) has occupied the Unit for at least six (6) months out of the previous 12 months.

(vi) "Occupant" means any person who stays or remains at a Unit overnight or for a longer period. "Occupy" or "Occupancy" shall refer to the situation when a Person stays or remains in a Unit for overnight or for a longer period. By way of example, but not in limitation, a person who is permitted access to a Unit using the services of "Airbnb", "VRBO", "HomeAway", or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy is considered an Occupant and the use of the Unit is considered Leasing which is prohibited under Paragraph 16 (b).

(vii) "Owner" For the purposes of this Paragraph 16 only, the definition of "Owner" shall not include any record holder of an interest in title to a Unit that is ten percent (10%) or less, unless all title interests are held in equal percentages or unless the holders of all record title interests prove to the satisfaction of the Board of Directors of the Association by sworn affidavit and competent evidence (in addition to the title documents filed in the land records or with other governmental agencies or departments) that the distribution of title interests in the Unit: (1) is a bona fide fee simple transfer for value, (2) is otherwise in good faith, and (3) is not intended to avoid a violation of the requirements of this Paragraph 16 or of any other provision of, or the purposes of, the Association Legal Documents, as such is determined by the Board in its discretion. The record holders of all of the title interests in the Unit shall have the burden of proof and it shall be presumed that a holder of a title interest of 10% or less is not an "Owner" for the purposes of this Paragraph 16 of the Declaration. In its sole discretion, the Board may require submission of true and accurate information in order to evaluate the transaction and aid its determination.

This modification to the definition of "Owner" shall not be construed to affect the validity of any transfer of title to or ownership of a Unit (as ownership may otherwise be defined by law), it being the intent of the parties to this Declaration to only regulate and restrict the Occupancy of Units. Further, this modification to the definition of "Owner" shall not be construed to exempt any record holder of an interest in title to a Unit who is otherwise an "Owner" within the meaning of Paragraph 2X of this Declaration, regardless of his or her respective percentage of ownership interest, from any rights, liabilities or obligations applicable to an Owner pursuant to any provision of this Declaration other than this Paragraph 16 including but not limited to, the obligation to pay assessments pursuant to this Declaration.

(viii) "Roommate" shall be defined as any person who Occupies a Unit as his/her primary residence pursuant to an agreement with the Authorized Occupant or Authorized Corporate Occupant thereof (the "Roommate Agreement") under which such person will Occupy the entirety of the Unit for a period of at least one (1) month, during which period the Authorized Occupant or Authorized Corporate Occupant also Occupies the Unit. Persons Occupying a Unit through use of "Airbnb", "VRBO", "HomeAway", or similar websites or online platforms through which properties and/or any parts thereof are offered for short-term rentals and/or Occupancy shall not be considered Roommates hereunder.

The Board may require submission of additional true and accurate information that the Board deems necessary, in its reasonable discretion, to determine whether a person identified as Family Member, Roommate or Guest meets the requirements set forth hereunder for Family Members, Roommates and Guests, including but not limited to requesting copies of the Roommate Agreement, if any.

(b) **Leasing Restriction:** Leasing of Units is allowed only by (1) an Owner who has received a Leasing Permit as provided below; (2) an Owner who has received a Hardship Permit as provided below; or (3) the Association. Leasing Permits and Hardship Permits shall be valid only as to a specific Owner and Unit and shall not be transferable between either Units or Owners (including a subsequent Owner of a Unit where such permit was issued to the Owner's predecessor-in-title).

Owners who want to Lease their Units may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit". Such a permit will allow an Owner to Lease his or her Unit, provided that such Leasing is in strict accordance with the terms of the Permit

and this Paragraph 16. The Board of Directors shall have the authority to establish conditions as to the application for, form, duration and use of such Permits consistent with this Paragraph.

(i) Leasing Permits.

The request of a qualified Owner for a Leasing Permit for a Unit shall be approved if the total number of Units with outstanding Leasing Permits in the Property is less than 20% of the Residential Units ("Leasing Cap").

Provided, however, a Leasing Permit shall not be issued to any Owner unless such Owner has Occupied the Unit for which the Leasing Permit is sought as such Owner's primary residence for at least twelve (12) months.

For the purpose of facilitating turnover of the Wait List for Leasing Permits, the Leasing Permit granted to an Owner hereunder shall automatically expire, and any Lease entered into thereunder shall terminate, after three (3) years of Occupancy by a Lessee pursuant to a written Lease. In calculating the three (3) year period, the time period during which a Unit is not subject to a written Lease shall not be counted. Provided, however, that, notwithstanding anything herein to the contrary, the Leasing Permit granted to an Owner hereunder and any Lease entered into pursuant thereto shall, in all instances, expire no later than thirty-six (36) months (1,095 days) after it was issued. Upon expiration of a Leasing Permit hereunder, the Owner shall no longer have the right to Lease his or her Unit.

(ii) Wait List for Leasing Permits.

If the total number of Units with current, outstanding Leasing Permits equals or exceeds the Leasing Cap, no additional Leasing Permits shall be issued until the number of outstanding current Leasing Permits, falls below the Leasing Cap. Owners who are otherwise eligible for a Leasing Permit and have been denied a Leasing Permit solely on the basis that there are no available Leasing Permits, shall be placed on a waiting list ("Wait List") to be issued such a Permit, if they so desire, when one becomes available. When a Leasing Permit becomes available, the qualified Owner(s) at the top of the Wait List will be notified in writing of his/her Unit's eligibility to receive a Leasing Permit and supplied a Leasing Permit for execution. The Unit Owner may accept the Leasing Permit by returning an executed Leasing Permit to the Board within thirty (30) days of the Board's written notice. If accepted, the Unit Owner shall have 90 days from the date of the written notice to enter into a Lease for the Unit and have the Lessees under such Lease move into the Unit.

The Leasing Permit shall automatically be revoked and the Owner's name will revert to the bottom of the Wait List and treated as a new request, upon the earlier to occur of the following: (1) an executed Leasing Permit, in the form approved by the Board, is not returned within 30 days of the written notice; or (2) an executed Lease is not presented to the Board and/or Lessees have not moved into the Unit pursuant to such executed Lease, within 90 days of the written notice. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the Wait List for a Leasing Permit.

An Owner who has been placed on the Wait List for a Leasing Permit may not transfer or assign his, her or its position on the Wait List.

(iii) Hardship Leasing Permits.

If the inability to Lease will result in an undue hardship to an Owner, such Owner may apply to the Board of Directors for a Hardship Leasing Permit. Such a permit, upon its issuance, shall allow an Owner to Lease his, her or its Unit provided that such Leasing is in accordance with the terms of the Hardship Leasing Permit and this Declaration.

A hardship is one which results in a disproportionate financial burden or obstacle and one which is not caused by an Owner's action or inaction. The Board of Directors shall have the authority to issue or deny

requests for Hardship Leasing Permits in its discretion after considering the following factors: (a) the nature, degree, and likely duration of the hardship, (b) the harm, if any, which will result to the Property if the Hardship Leasing Permit is not approved, (c) the Owner's ability to cure the hardship; (d) the Owner's involvement in causing the hardship; and (e) whether previous Hardship Leasing Permits have been issued to the Owner.

The Board of Directors shall have the authority to establish conditions as to the application for, duration and use of Hardship Leasing Permits consistent with this Paragraph 16. Hardship Leasing Permits shall not be transferable between either Units or Owners. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year and shall automatically expire at the conclusion of such one-year term.

(iv) Denials and Revocation of Permits/Removal from the Wait List.

Notwithstanding anything to the contrary herein, any Owner who owes the Association any delinquent assessments, fines, or other charges (collectively, "Assessments") shall be ineligible to receive a Leasing Permit, a Hardship Permit, or to be placed on or remain on the Wait List. Otherwise qualified Owners who have been denied a Leasing Permit, Hardship Leasing Permit, or been denied placement on or removed from the Wait List for delinquency reasons shall, upon written request following resolution of the delinquency, be placed at the bottom of the Wait List to be issued a Leasing Permit.

Leasing Permits, Hardship Permits and placement on the Wait List are automatically revoked upon: (1) the sale or transfer of ownership or record title interest in the Unit (excluding sales or transfers to an Owner's legal spouse); (2) the failure of an Owner to have a written Lease for the Unit (entered into in compliance with the terms of this Declaration and a complete executed copy given to the Association) and Lessees Occupying the Unit pursuant thereto for 90 consecutive days at any time after the issuance of such permit for 90 consecutive days at any time after the issuance of such permit; (3) the Occupancy of the Unit by the Owner; (4) the failure of an Owner to submit to the Board an executed Leasing Permit, in the form approved by the Board, within 30 days of the written notice that such Leasing Permit is available; or (5) the occurrence of the date referenced in a written notification by the Owner to the Board of Directors that the Owner will, as of said date, no longer need the Leasing Permit.

The Board shall also have the right, but not the obligation, in its discretion, to revoke an Owner's Leasing Permit or Hardship Leasing Permit upon the following occurrences: (1) when an Owner fails to pay all delinquent assessments, fines, or other charges, including the Uniform Leasing Charge, owed to the Association within ten (10) days after the Association sends a written notice to the Owner stating that the Owner is more than thirty (30) days delinquent and that the Permit shall be revoked unless payment is received within ten (10) days after the Association sends the written notice; (2) when an Owner fails to provide a Local Contact Person and Local Contact Person Information within ten (10) days after the Association sends a written notice to the Owner stating that the Owner has failed to comply and provide such information and that the Permit shall be revoked unless the Owner complies and provides the required information showing compliance within ten (10) days after the Association sends the written notice; or (3) if the Owner or the Owner's Occupants, Lessees, Guests, Roommates, or invitees violate the Declaration, Bylaws or rules and regulations of the Association in a non-monetary manner (this shall specifically include the failure of the Owner's Local Contact Person to comply with the criteria set forth in Paragraph 16 (c) (ii), provided, however, the Board shall first provide written notice to the Owner and provide the Owner with a right to request a hearing by providing a written request for a hearing before the Board within ten (10) days of the Board's sending of its written notice of intention to revoke the Permit. The Leasing Permit shall be revoked for such non-monetary violation if the Board so determines after a hearing, or upon the last day of the Owner's right to request a hearing if the Owner fails to request a hearing.

An Owner may apply for an additional Leasing Permit at the expiration or revocation of a previous one.

(v) Application to Unit 201 and Unit 802. At the time of this Amendment, Unit 201 and Unit 802 are exempt from the leasing restrictions in Paragraph 16, as amended in 2005 in Deed Book 40521, Page 267 of the Fulton County, Georgia land records. That exemption shall be automatically revoked three (3) years from the Effective Date [Revocation Date], after which the leasing of those Units shall be subject to the terms of this Amendment. Any lease existing on the Revocation Date shall terminate. Thereafter, before entering into a lease for Unit 201 or Unit 802, the respective Owner must obtain a Leasing Permit or a Hardship Leasing Permit. If the number of Units with Leasing Permits equals or exceeds the Leasing Cap, the Unit shall be placed on the Waiting List.

(c) General Leasing Provisions.

Leasing in the Community shall be governed by the following provisions:

(i) Notice. At least seven (7) days prior to entering into the Lease of a Unit, the Owner shall provide the Board with a copy of the proposed Lease. All Leases shall be in writing and must comply with this Paragraph 16 and this Declaration, the Association's Bylaws, the Articles of Incorporation and any rules and regulations promulgated by the Board pursuant thereto (the "Association Legal Documents"). If a proposed Lease does not comply, the Board shall notify the Owner of the action to be taken to bring the Lease into compliance. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed Lessee.

(ii) Local Contact Person. As a condition of issuance of a Leasing Permit or Hardship Leasing Permit hereunder, each Owner to whom a Leasing Permit or Hardship Leasing Permit is issued shall designate a local contact person who has access and authority to assume management of the Leased Unit and take remedial measures while the Unit is being Leased (the "Local Contact Person"). Such Owner shall provide to the Board of Directors the Local Contact Person's name, e-mail address, phone number and physical address (the "Local Contact Person Information") within thirty (30) days of issuance of a Leasing Permit or Hardship Leasing Permit to the Owner. The Owner must inform the Board in writing of any change to the Local Contact Person or Local Contact Person Information within seven (7) days of the change taking effect.

The Local Contact Person must meet all of the following requirements: (1) The Local Contact Person may not be a Lessee or Occupant of the Leased Unit for which they are serving as the Local Contact Person; (2) The Local Contact Person must be at least 21 years of age; (3) There shall only be one designated Local Contact Person per Leased Unit any given time; (4) The Local Contact Person must maintain a primary business or home address within two hundred (200) miles of the Unit; (5) The Local Contact Person must be a natural person. So long as the foregoing requirements are complied with, an Owner may designate himself, herself, or itself as the Local Contact Person, or may retain a managing agent or other representative to serve as the Local Contact Person.

The Local Contact Person shall be required to respond to a phone call or e-mail from a member of the Board of Directors, the Association's managing agent, or any person acting at the direction of the Board within twelve (12) hours of such phone call or e-mail. Within twenty-four hours of being requested to do so by the Board, the Association's managing agent, or any person acting at the direction of the Board, the Local Contact Person shall address any non-emergency violation of the Association Legal Documents. The Local Contact Person shall physically appear at the Unit within three (3) hours after being notified by the Board of Directors, the Association's managing agent, or any person acting at the direction of the Board of any disturbance, complaint or violation of the Association Legal Documents requiring, in the Board's discretion, immediate remedy or abatement regarding the condition, operation, or conduct of Occupants of the Leased Unit. The Board of Directors may, in its discretion, publish or otherwise provide the Local Contact Person and Local Contact Person Information to other members and residents in the

Community, as well as law enforcement and government officials, so that they may contact the Local Contact Person directly concerning the Unit and its Occupants.

Failure to appoint a Local Contact Person, provide Local Contact Person Information and/or failure of the Local Contact Person to comply with the requirements set forth in this Paragraph 16 shall be grounds for revocation of the Leasing Permit or Hardship Leasing Permit, and termination of the Unit and Owner's Grandfathered status.

(iii) General. Units may be Leased only in their entirety; no fraction or portion of a Unit may be Leased. There shall be no subleasing of Units or assignment of Leases unless approved in writing by the Board. Within ten (10) days after executing a Lease agreement for the Lease of a Unit, the Owner shall provide the Board with: (1) a copy of the executed Lease; (2) the names, phone numbers, e-mail addresses, work locations and work phone numbers of all of the Occupants of the Unit; (3) the Owner's primary residence address and phone number, e-mail address, work location and work phone number; and (4) such other information required by the Board. The Owner must keep the Board of Directors informed in writing of the Owner's current mailing and e-mail address for notice at all times when such Owner's Unit is being Leased.

All Leases shall include an acknowledgement by the Lessee that it has received and reviewed the Association Legal Documents and a covenant by the Lessee to comply with the terms of the Association Legal Documents. Any Lease of a Unit shall also be required to contain or incorporate by reference the terms set forth in Paragraph 16 (v) and (vi) below. If such language is not expressly contained or incorporated by reference therein, then such language shall be incorporated into the Lease by the existence of this covenant, and the Lessee, by Occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the above-referenced language into the Lease. The Owner must provide the Lessee copies of the Association Legal Documents.

(iv) Short-Term Leasing and Short-term Occupancy Prohibited

(A) General. All Leases must be for an initial term of at least six (6) months except with written Board approval. No Unit or any part thereof shall be Leased, rented, Occupied or used for transient purposes. For purposes hereof, transient purposes shall be defined as any Lease, rental or Occupancy of a Unit by any person other than an Authorized Occupant or Authorized Corporate Occupant, for a period of less than thirty (30) consecutive days, except as expressly permitted herein for Guests. For purposes of clarification, the Occupancy of a Unit by any person for any period of time arranged through use of "Airbnb", "VRBO", "HomeAway", "Flipkey", or similar websites or online platforms on which property owners offer properties and/or rooms for short-term rentals, stays and/or Occupancy is considered transient purposes and is prohibited.

In addition to all other enforcement remedies provided under this Declaration and applicable law, the enforcement actions available to the Board for violations of this Paragraph 16 include but are not limited to: (1) the levying of daily fines against a violating Owner, Occupant and/or Unit in an amount up to the greater of (i) the highest nightly rate at which such Unit is offered for Lease or (ii) one hundred dollars (\$100.00) per day that the Unit is Leased in violation of this sub-Paragraph; and/or (2) the filing of a lawsuit to enjoin the unauthorized Leasing and require removal of any unauthorized Occupants. All costs incurred by the Association in any such enforcement action, including the Association's reasonable attorney fees actually incurred, shall be a specific assessment against the Owner and a lien against the Owner's Unit.

(B) Solicitation of Short-Term Occupancy Violations. If any Unit is advertised, listed or otherwise offered on "Airbnb", "VRBO", "HomeAway", "Flipkey", "Booking.com" or any similar websites or online platforms as available for Leasing or Occupancy

that would violate this Paragraph 16, the Owner of such Unit shall: (1) be subject to fines levied by the Board in an amount up to the greater of: (i) the highest nightly rate at which such Unit is advertised, offered or listed for Leasing that would violate this sub-Paragraph; or (ii) one hundred dollars (\$100.00) per day for each day that the Unit is advertised, offered or listed for Leasing that would violate this sub-Paragraph. Any such fines levied hereunder shall be the personal obligation of the Owner to pay and shall constitute a lien against the Unit until paid.

(C) The limitation on daily fine amounts stated herein shall apply only to violations of this Paragraph 16 and shall not operate as a limitation on fines for any other violations of this Paragraph 16 or this Declaration.

(v) Compliance with Declaration, Bylaws, and Rules and Regulations. All Lessees and Occupants shall comply with all provisions of the Association Legal Documents and shall control the conduct of all other Occupants and Guests of the Leased Unit in order to ensure such compliance. The Owner shall cause all Occupants of his, her or its Unit to comply with the Association Legal Documents, and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the Lessee, or a person living with the Lessee, violates the Declaration, Bylaws, or a rule or regulation for which a fine is imposed, notice of the violation shall be given to the Owner or the Lessee, and such fine may be assessed against either the Owner or Lessee, at the Board's option. If the Board determines to first assess the fine to the Lessee, and the fine is not paid by the Lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the Lessee's failure to pay the fine.

If a Unit is Leased or Occupied in violation of the Association Legal Documents, or if the Owner, Lessee, any Occupant, invitee or any guest violates same, such violation shall be deemed to be a default under the terms of any Lease or Occupancy agreement for the Unit and the Association may require the Owner to evict the Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the Lease and/or Occupancy and to evict the Lessee and all Occupants, without liability, in accordance with Georgia law. In any such eviction action by the Association, the Association may terminate the Occupancy rights upon 15 days' notice, notwithstanding any notice requirement in the Lease or Occupancy terms. Once the Association invokes its right to terminate the Lease or Occupancy and evict the Lessee and Occupant(s), the Owner no longer has the right to extend or revive the terminated Lease or Occupancy in any way.

(vi) Liability for Assessments. When an Owner who is leasing his, her or its Unit fails to pay any annual, special or specific assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the Lessee during the period of delinquency. Upon request by the Board, Lessee shall pay to the Association all unpaid annual and special assessments and other charges payable during and prior to the term of the Lease and any other period of Occupancy by Lessee. However, Lessee shall not be required to make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Board's request. All such payments made by Lessee shall reduce, by the same amount, Lessee's obligation to make monthly rental payments to lessor. If Lessee fails to comply with the Board's request to pay assessments or other charges, Lessee shall pay to the Association all amounts authorized under the Declaration as if Lessee were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which the Owner would otherwise be responsible.

(vii) Use of Common Property. The Owner transfers and assigns to the Lessee, for the term of the Lease of a Unit, any and all rights and privileges that the Owner has to use the Common Property as a result of owning that Unit, including but not limited to, the use of any and all recreational facilities and other amenities.

(viii) Uniform Leasing Charges. The Board of Directors shall have the authority to assess to each Unit that is issued a Leasing Permit or a Hardship Leasing Permit or that is placed on the Waiting List a Uniform Leasing Charge(s) in an amount not to exceed the greater of: (1) one hundred dollars (\$100.00); or (2) the actual costs incurred by the Association as a result of such Owner's Leasing of his or her Unit and/or placement on the Waiting List.

The Board shall publish annually, at the same time as it issues the annual budget to the Owners, the amount of the Uniform Leasing Charge then in effect. The Uniform Leasing Charge must be paid in full each time an Owner applies for a Leasing Permit or a Hardship Leasing Permit. The Uniform Leasing Charge shall be imposed in each instance an Owner applies for a Leasing Permit. The Uniform Leasing Charges imposed herein are non-refundable in whole or in part.

(d) Corporate Occupancy.

If an Owner of a Unit is a corporation, limited liability company, partnership, trust, an unincorporated association, or is otherwise not a natural person, then such Owner's Unit may only be Occupied by a natural person designated by the Board in writing as meeting the requirements set forth in this Paragraph 16 (the "Authorized Corporate Occupant").

(i) Definition. An Authorized Corporate Occupant shall only be an officer, director, shareholder, member or employee of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided that to qualify as a Authorized Corporate Occupant: (1) neither the Owner, nor any other interest holder in the Unit or in the Owner, may receive any rent or other consideration for such Occupancy; (2) with the exception of a beneficiary of an Owner that is a trust, the Authorized Corporate Occupant of a Unit must perform a valid corporate/entity/partnership function(s) for the Owner that is unrelated to the Unit or the Authorized Corporate Occupant's Occupancy thereof; and (3) the designation of Authorized Corporate Occupant must be in good faith and not intended to avoid a violation of the requirements of this Paragraph 16 of the Declaration, or the purposes thereof, as such is determined by the Board in its discretion.

Notwithstanding the above, if the natural person proposed by Owner as the Authorized Corporate Occupant of its Unit is not: (1) the sole officer or at least a fifty percent (50%) shareholder or member of an Owner that is a corporation; (2) at least a fifty percent (50%) member of an Owner that is a limited liability company; (3) at least a fifty percent (50%) member of an Owner that is a partnership; or (4) at least a fifty percent (50%) beneficiary of an Owner that is an non-revocable trust, then it shall be presumed that the designation of such natural person is not in good faith and that the natural person does not fit within the definition of Authorized Corporate Occupant hereunder. In order to overcome this presumption, the Owner shall bear the burden of proving to the Board, in its discretion, that the designation of such natural person as Authorized Corporate Occupant is in good faith and not intended to avoid a violation of the requirements of Paragraph 16 of the Declaration, or the purposes thereof, and meets all other requirements for the Authorized Corporate Occupant set forth hereunder.

(ii) Designation. A Unit Owner who is not a natural person may apply to have a natural person designated as an Authorized Corporate Occupant by providing the Board a written application that includes the name of the proposed Authorized Corporate Occupant and documentation evidencing the proposed Authorized Corporate Occupant's relationship with the Owner. The Board may require submission of additional true and accurate information that the Board deems necessary, in its sole discretion, to determine whether the natural person proposed as an Authorized Corporate Occupant meets the requirements for Authorized Corporate Occupancy hereunder. Information which may be requested by the Board may include, but not limited to, Owner's organizational documents, books and records, and affidavits from Owner's officers, directors, members and trustees.

Upon a determination that a natural person meets the requirements of this Paragraph 16 (d) for designation as an Authorized Corporate Occupant, the Board shall issue a written notice to the Owner designating the natural person as the Authorized Corporate Occupant of Owner's Unit. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon such person ceasing to meet the definition of Authorized Corporate Occupant set forth herein.

The designated person to Occupy a Unit shall not be changed more frequently than once every twelve (12) months without the prior written approval of the Board of Directors.

(e) **Commercial Units.** No Commercial Unit shall be used for the sale or display of pornographic material nor for the operation of any pornographic business, including but not limited to, a store dealing in pornographic material. No other restriction set forth in this Paragraph shall be applicable to a Commercial Unit, except subparagraphs 16 (c) (i), 16 (c) (ii), and 16 (c) (iii).

IN WITNESS WHEREOF, the undersigned officers of The Ponce Condominium Association, Inc. hereby certify that these amendments to the Declaration were duly adopted by the requisite majority of the Association membership and any required notices given.

This 13th day of November, 2020.

THE PONCE CONDOMINIUM ASSOCIATION, INC.

By: Becky J. Cronister President
President Becky J. Cronister (Seal)

Attest: Bwendolyn Filardi
Secretary Bwendolyn Filardi (Seal)
[CORPORATE SEAL]

Sworn to and subscribed to before
me this 13th day of November, 2020.

Seanfeeser
Witness

Karen S. Sabatino
Notary Public

[NOTARY SEAL]

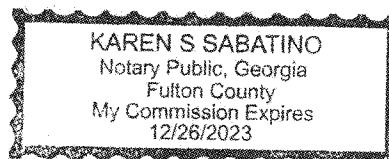


EXHIBIT "A"

Sworn Statement and Certification of President of The Ponce Condominium Association, Inc.

STATE OF GEORGIA

COUNTY OF FULTON

Re: The Ponce Condominium Association, Inc.

Personally, appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the President of The Ponce Condominium Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his or her own personal knowledge.
3. The foregoing Amendment to the Amended and Restated Declaration of Condominium for The Ponce Condominium was duly approved and consented to by Owners to which at least sixty-six and two-thirds (66 2/3) of the votes in the Association pertain in accordance with applicable law and the Declaration.
4. Any notices required by the Declaration, the Bylaws, the Articles of Incorporation and Georgia law were properly given.
4. Deponent makes this Affidavit pursuant to O.C.G.A. § 44-3-226(d) and Article _____ of the Declaration.

This the 13th day of November, 2020.

Signed: _____

Print Name: Becky J. Cranister

SWORN TO AND SUBSCRIBED BEFORE ME

this 13th day of November, 2020.

Sean Feeser

Witness

[Signature]
Notary Public

[NOTARY SEAL]

KAREN S SABATINO
Notary Public, Georgia
Fulton County
My Commission Expires
12/26/2023