

LINDA B. CURRY
WEISSMAN, NOWACK, CURRY & ZALEON,

SECOND FLOOR
181 FOURTEENTH STREET, N.E.
ATLANTA, GEORGIA 30309

STATE OF GEORGIA
COUNTY OF FULTON

Doc#00028418 Rec#00011821
GEORGIA, FULTON COUNTY
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JUANITA HICKS
Clerk, Superior Ct
Deed Book 20127
Page 01

Cross Reference:

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM FOR THE PONCE CONDOMINIUM

WHEREAS, Killian/Wilkinson, a Georgia partnership, recorded a Declaration of Condominium for The Ponce Condominium, on September 6, 1982, in Deed Book 8237, Page 126, et seq., Fulton County, Georgia Records (hereinafter referred to as the "Original Declaration"); and

WHEREAS, on October 16, 1995, the membership of The Ponce Condominium Association, Inc. amended and restated the Original Declaration (the Original Declaration, as so amended and restated, is hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration was recorded on October 17, 1995 in Deed Book 20127, Page 01, et seq., Fulton County, Georgia records,; and

WHEREAS, pursuant to Paragraph 24 thereof, the Declaration may be amended by the affirmative vote, written consent or combination of affirmative vote and written consent of owners of units to which at least two-thirds (2/3) of the votes in The Ponce Condominium Association, Inc. ("Association") pertain; and

WHEREAS, members of the Association to which at least two-thirds (2/3) of the total votes in the Association pertain desire to amend the Declaration and have approved this amendment to the Declaration; and

WHEREAS, as permitted by Paragraph 15 (b) of the Declaration and Sections 44-3-91 and 44-3-92 of the Georgia Condominium Act this Amendment relocates the boundaries of certain Units and subdivides certain Units of The Ponce Condominium, all of which Units are owned either by The Ponce Renaissance, L.L.C. or Julian LeCraw, Jr. who have requested the boundary relocation or subdivision, set forth in this Amendment and in the amended Plans being filed simultaneously with this Amendment;

WHEREAS, The Ponce Renaissance, L.L.C. and Julian LeCraw, Jr. join in the consent and execution of this Amendment;

WHEREAS, this amendment does not alter, modify, change or rescind any right, title, interest or privilege held by any mortgage holder of any Unit; provided, however, in the event a court of competent jurisdiction determines that this amendment does alter, modify, change or rescind any right, title, interest or privilege held by any such mortgage holder without such mortgage holder's consent in writing to this amendment, then this amendment shall not be binding on the mortgage holder so involved, unless such mortgage holder consents to this amendment; and if such consent is not forthcoming, then the provisions of the Original Declaration prior to this amendment shall control with respect to the affected mortgage holder;

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

1.

Paragraph 2(q) of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

(q) Large Foyer Space means the area of approximately 305 square feet located on floors 2, 3, 5, 6, 7 and 8 of the Condominium and the area of approximately 270 square feet located on floor 4 of the Condominium, as shown on the Plans as the "Large Foyer Space".

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GEORGIA, FULTON COUNTY
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CROSS REFERENCE

2.

Paragraph 2(aa) of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

(aa) Residential Unit means any of the following Units: 201, 202, 203, 204, 206E, 300A, 300B, 301, 302, 303, 401, 402, 403, 404, 406E, 407, 501, 503, 504, 505, 506, 507, 601, 602E, 604, 606E, 607, 701, 702, 703, 704, 706E, 707, 801, 802, 803, 804, 806E, 807, 902E, 904, 906E, 907, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1200, 1201, 1202.

3.

The fifth sentence of the first paragraph of Paragraph 4 of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

Pursuant to this Declaration, certain of the Residential Units are being subdivided, two Units are being combined, and one of the Residential Units is being redesignated to a Commercial Unit so that the Condominium is currently divided into sixty-nine (69) separate Units, consisting of sixty-five (65) Residential Units and four (4) Commercial Units, the Limited Common Elements and the Common Elements.

4.

The second and third sentences of Paragraph 4(a) of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

As to Units 201, 202, 203, 301, 302, 303, 401, 402, 403, 701, 702, 703, 801, 802, and 803, the vertical boundaries of these Units will include an undivided one-third (1/3) interest in the large foyer space. As to Units 501, 503, 601 and 602E, the vertical boundaries of these Units will include an undivided one-half (1/2) interest in the Large Foyer Space.

5.

Paragraph 7(a) of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

(a) From time to time, Unit Owners may perform construction to and renovation of their Units, and the Association may perform certain construction to and renovation of portions of the Common Elements and Limited Common Elements. Part of the work which may be performed by the Association is anticipated to include the installation of new chase plumbing supply lines through some Units, the removal of the existing bathroom in the Large Foyer Space, the installation of a trash chute extending from the eleventh floor of the Condominium to the basement, installation of air conditioning and ventilation equipment in the hallways of floors two through eleven and the rooftop level of the Condominium, installation of electric meters and/or HVAC units on certain breezeways and installation of individual water heater units and related plumbing in Units located on floors two through nine and some Units on floors ten, eleven, and twelve and installation of a central water heater on the roof or other proximate location to service certain Units located on floors ten, eleven and twelve. In the event the Association installs a trash chute, the Association shall insulate the chute to limit the noise generated by trash passing through the

chute to the basement storage area. The Association shall also take such steps as are reasonably necessary to collect such trash in the basement of the building in an orderly fashion and to arrange removal of trash from this basement area on a periodic basis to limit odors generated by such trash.

6.

Paragraph 9(c) of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

(c) Notwithstanding anything contained herein to the contrary, any Common Expenses which are incurred through or occasioned by the use or enjoyment of any Common Elements which benefits or is intended to benefit less than all the Units, shall not be assessed against all the Units pursuant to this Paragraph 9, but shall be specifically assessed equitably among those Units which are so benefitted or intended to be benefitted. Specifically, without limitation, this Declaration provides in Paragraph 5 that Commercial Unit Owners have limited rights to use certain Common Elements in the Condominium and certain Common Expenses do not benefit Commercial Units. Therefore, certain Common Expenses shall not be assessed against Commercial Units. Commercial Units shall be assessed for the following Common Expenses only: exterior electricity, maintenance of the Commercial Easement Area, wood infestation treatment and bond, management fees, miscellaneous administrative fees, bank charges, insurance premiums, legal and accounting fees, miscellaneous general fees, and repairs to the exterior of the building and reserves that apply to such repairs.

Amended
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7.

The first paragraph of subparagraph 18(b) of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

(b) By the Association. The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes all Common Elements, the exterior surfaces of all improvements, except those listed in subsection (a) above, whether or not located within the boundaries of a Unit or within the Limited Common Elements of a Unit, and the Large Foyer Space, including the entry door and all hardware which is part thereof to the Large Foyer Space. The Area of Common Responsibility shall include, but not be limited to the following: roofs and roof supports (including, but not limited to roof joists and trusses, crossbeams, roof decking and underlayment, and shingles or other covering and surface materials); paving; brick; painting of the exterior side of the doors which comprise a boundary to a Unit or Limited Common Element, exterior trim, the exterior of decks and balconies; decks and balcony supports; all structural and/or load bearing walls, whether or not located in a Unit; maintenance and repair of all paved parking areas, including all parking spaces in the parking garage which are assigned to a Unit as a Limited Common Element; all maintenance and repair of stoops, landings, balconies, breezeways and stairways assigned as Limited Common Elements; maintenance and repair of all storage areas which are not adjacent or connected to a Unit and maintenance and repair of the central water heater system located on the roof which is a Limited Common Element serving certain Units on floors ten, eleven and twelve. Except to the extent that insurance required to be maintained or maintained by the Association covers any damage or loss and except as otherwise provided herein, the Association shall not be

responsible for any maintenance or repair to any Unit or to any Limited Common Element.

8.

Paragraph 18 of the Declaration is amended by adding the following as subparagraphs (f) and (g):

(f) Plumbing Supply Lines. At the time of the recording of this Amendment to the Declaration, the Condominium certain Units are served by old chase plumbing supply lines which have not been replaced by the Association as provided in Paragraph 7(b) of this Declaration which is planned to be repaired with new copper supply lines and in some cases new individual water heaters, due to the failure of the Owners of certain Units to give the Association access to their Unit in order to install the new plumbing supply lines. Notwithstanding the provisions of Paragraph 18(b) above, any Owner who fails or refuses to grant the Association access to the Owner's Unit and permission to install new plumbing supply lines adjacent to the existing chase and in some cases, individual water heaters in a Unit shall (i) be responsible for all maintenance and repair of the existing chase plumbing supply line; and (ii) be liable for and indemnify and hold harmless all other Unit Owners and the Association from any damage or injury to persons or property inside or outside the Unit caused by the leaking or breaking of the existing chase plumbing supply line. Old chase plumbing supply lines within Units shall not under any circumstances be connected to the new chase plumbing supply lines.

(g) Water Heaters. At the time of the recording of this Amendment in the Fulton County, Georgia records the Condominium is served by a central water heater. Not less than 8 months after the recording of this Amendment, the Association, acting through its Board of Directors, shall terminate and disconnect the central water heater system and replace it with individual water heaters for all Units located on floors two through nine and for certain Units on floors ten, eleven, and twelve. A central water heater will be installed on the roof or other proximate location for certain Units located on floors ten, eleven and twelve. Notwithstanding the above, if the Board determines that it is necessary or beneficial to extend the time period set forth herein, the Board may extend such period for up to six (6) additional months. In the event that an Owner fails or refuses to grant the Association access to the Owner's Unit in order to install an individual water heater or to connect the Unit to the central water heater, as applicable, the Unit Owner shall be responsible for installing, maintaining, and replacing an individual water heater for the Unit. Individual water heaters installed by the Association shall be the maintenance and repair responsibility of the Owner of the Unit. The central water heater for certain Units on floors ten, eleven and twelve shall be maintained by the Association, and the cost charged back to the Owners of Units served by the central water heater.

9.

The present second and eleventh paragraphs under the heading "Comparison of Unit Numbers" of Exhibit "B" to the Declaration are deleted in their entirety and the following inserted in lieu thereof as paragraphs two and twelve and a new paragraph is inserted as paragraph 3 as stated below:

Former Units 200 and 201 under the Original Declaration have been subdivided into Units 201, 202, 203, 204, and 206E.

Former Unit 300 under the Original Declaration has been subdivided into Units 300A and 300B.

Former Units 900, 901, and 902 under the Original Declaration have been subdivided or combined into Units 902E, 904, 906E and 907.

10.

The fifth, sixth, seventh, eighth, and twelfth paragraphs under the heading "Location and Description of Units" of Exhibit "B" are deleted in their entirety and the following inserted in lieu thereof:

Residential Units 201, 601, 701 and 801. These Units are located on the north side of the building off the Large Foyer Space on Floors Two, Six, Seven and Eight respectively. Units 201, 701 and 801 each contain approximately 979 square feet. Unit 601 contains approximately 1,030 square feet.

Residential Units 202, 602E and 902E. Units 202, 203, and 602E are located on the northeastern and western sides of the building on Floors Two and Six respectively. Unit 902E is located on the northern, northeastern and western sides of the building on Floor Nine. Unit 202 contains approximately 1,424 square feet. Unit 602E contains approximately 2,490 square feet. Unit 902E contains approximately 3,469 square feet.

Residential Units 702 and 802. These Units are located on the northeastern side of the building on Floors Seven and Eight respectively. Unit 702 contains approximately 1,071 square feet. Unit 802 contains approximately 1,170 square feet.

Residential Units 203, 403, 503, 703, and 803. These Units are located on the western side of the building on Floors Two, Four, Five, Seven and Eight respectively. Unit 203 contains approximately 786 square feet. Unit 403 contains approximately 1,310 square feet. Units 503, 703, and 803 each contain approximately 1,345 square feet.

Residential Units 300A and 300B. These Units are located on the southwestern one-half of Floor three of the building. Unit 300A contains approximately 2,814 square feet. Unit 300B contains approximately 686 square feet.

11.

That portion of Exhibit "B" of the Declaration under the heading "Percentage Allocation of Interest in Common Elements, Voting Rights and Liability for Common Expenses" is hereby amended as follows:

- (a) The Percentage Allocation of Interest in Common Elements, Voting Rights and Liability for Common Expenses for Unit 201 is changed from 1.27 to 1.80, for Unit 204 is changed from 1.48 to 1.60, and for Unit 206E is changed from 1.71 to 2.10.
- (b) The Percentage Allocation of Interest in Common Elements, Voting Rights and Liabilities for Common Expenses for Unit 202E is changed from 3.24 to 3.09 and assigned as follows: Unit 202 - 1.99; Unit 203 - 1.10.

- (c) The Percentage Allocation of Interest in Common Elements, Voting Rights and Liabilities for Common Expenses for Unit 300 is assigned as follows: Unit 300A - 3.36; Unit 300B - 0.84.
- (d) The Percentage Allocation of Interest in Common Elements, Voting Rights and Liability for Common Expenses for Unit 902E is changed from 3.24 to 4.51.
- (e) Any references to Units 207 and 901 are deleted.

12.

That portion of Exhibit "B" of the Declaration under the heading "Description of Limited Common Elements" is hereby amended to add the following:

The central water heater to be located on the roof or other proximate location as provided in Paragraph 18(g) of the Declaration shall be a Limited Common Element appurtenant to the Units on floors ten, eleven, and twelve served by the central water heater.

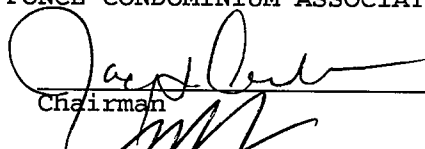
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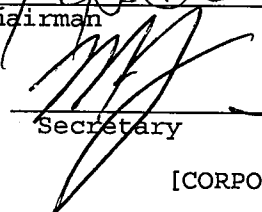
Due to the Amendments to Exhibit "B" in this First Amendment, Exhibit "B" is amended and replaced with a new Exhibit "B" which is attached and incorporated into this First Amendment.

Except as amended herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers of The Ponce Condominium Association, Inc. hereby certify that the above amendment to the Declaration was duly adopted by the required majority of the Association.

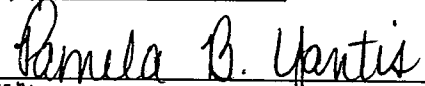
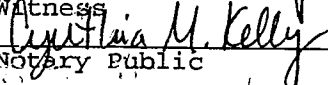
THE PONCE CONDOMINIUM ASSOCIATION, INC.

By:  (Seal)
Chairman

Attest:  (Seal)
Secretary

[CORPORATE SEAL]

Sworn to and subscribed to
before me this 19th day of
April, 1996.


Witness

Notary Public

Notary Public, Clayton County, Georgia
My Commission Expires November 9, 1998

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

(SIGNATURES CONTINUED FROM PREVIOUS PAGE)

IN WITNESS WHEREOF, as the Owner of certain Units whose boundaries are being relocated or are being subdivided by this Amendment, The Ponce Renaissance, L.L.C., a Georgia limited liability company and Julian LeCraw, Jr. hereby consent to this Amendment.

THE PONCE RENAISSANCE, L.L.C.

By: Jay T. Clark (Seal)
Jay T. Clark, President of Condo
Acquisition Corporation, its General
Manager

[CORPORATE SEAL]

Owner of Units:

201, 202E (now 202 and 203), 204,
206E, and 300 (now 300A and 300B)

Sworn to and subscribed to
before me this 19th day of
April, 1996.

Dorela B. Yantis
Witness
Christina M. Kelly
Notary Public

Notary Public, Clayton County, Georgia
My Commission Expires November 9, 1998

Sworn to and subscribed to
before me this 12th day of
April, 1996.

Kathy Giddens
Witness
Kim Frederck
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires April 17, 1999

Julian LeCraw, Jr. (Seal)
Julian LeCraw, Jr.

Owner of Units:

Owner of Units - 901 and 902E (now
902E)

EXHIBIT "B"
TO
AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM FOR
THE PONCE CONDOMINIUM

Comparison of Unit Numbers

Former Residential Unit 101 under the Original Declaration has been redesignated Commercial Unit 101.

Former Units 200 and 201 under the Original Declaration have been subdivided into Units 201, 202, 203, 204, 205, and 206E.

Former Unit 300 under the Original Declaration has been subdivided into Units 300A and 300B.

Former Unit 301 under the Original Declaration has been subdivided into Units 301A and 301B, which are now Units 301 and 302 respectively.

Former Unit 302 under the Original Declaration is now Unit 303.

Former Units 400 and 402 under the Original Declaration have been subdivided into Units 403, 404, 406E and 407.

Former Unit 401 under the Original Declaration has been subdivided into units 401 and 402.

Former Units 500 and 502 under the Original Declaration have been subdivided into Units 503, 504, 505, 506 and 507.

Former Units 600, 601 and 602 under the Original Declaration have been subdivided into Units 601, 602E, 604, 606E and 607.

Former Units 700 and 701 under the Original Declaration have been subdivided into Units 701, 702, 703, 704, 706E and 707.

Former Units 800, 801 and 802 under the Original Declaration have been subdivided into Units 801, 802, 803, 804, 806E and 807.

Former Units 900, 901 and 902 under the Original Declaration have been subdivided into Units 902E, 903, 904, 906E and 907.

Location and Description of the Units

Commercial Unit 1. This Unit is located on southwestern side of the building on the Basement Level and contains approximately 3,961 square feet.

Commercial Unit 100. This Unit is located in the southwestern portion of Floor One of the building and contains approximately 3,636 square feet. The western boundary of this Unit extends past the current existing exterior wall of the building out to the center line of exterior columns of the building.

Commercial Unit 101. This Unit is located at the northeast corner of the building on Floor One and contains approximately 1,534 square feet.

Commercial Unit 102. This Unit consists of the easterly half of Floor One of the building other than Commercial Unit 101. This Unit contains approximately 1,857 square feet.

Residential Units 201, 601, 701, and 801. These Units are located on the north side of the building off the Large Foyer Space on Floors Two, Six, Seven, and Eight, respectively. Units 201, 701, and 801 each contain approximately 979 square feet. Unit 601 contains approximately 1,030 square feet.

Residential Units 202, 602E and 902E. Units 202, 203 and 602E are located on the northeastern and western sides of the building on Floors Two and Six, respectively. Unit 902E is located on the northern, northeastern and western sides of the building on Floor Nine. Unit 202 contains approximately 1,424 square feet. Unit 602E contains approximately 2,490 square feet. Unit 902E contains approximately 3,469 square feet.

Residential Units 702 and 802. These Units are located on the northeastern side of the building on Floors Seven and Eight respectively. Unit 702 contains approximately 1,071 square feet. Unit 802 contains approximately 1,170 square feet.

Residential Units 203, 403, 503, 703, and 803. These Units are located on the western side of the building on Floors Two, Four, Five, Seven, and Eight respectively. Unit 203 contains approximately 786 square feet. Unit 403 contains approximately 1,310 square feet. Units 503, 703, and 803 each contain approximately 1,345 square feet.

Residential Units 204, 404, 504, 604, 704, 804, and 904. These Units are located on the southern side of the building on Floors Two, Four, Five, Six, Seven, Eight, and Nine respectively. Unit 204 contains approximately 1,212 square feet. Units 404, 504, 604, 704, 804, and 904 each contain approximately 1,136 square feet.

Residential Units 206E, 406E, 606E, 706E, 806E, and 906E. These Units are located on the southwestern corner and western side of the building on Floors Two, Four, Six, Seven, Eight, and Nine respectively. Unit 206E contains approximately 1,308 square feet. Units 406E, 606E, 706E, 806E, and 906E each contain approximately 1,387 square feet.

Residential Units 207, 407, 507, 607, 707, 807, and 907. These Units are located on the western side of the building on Floors Two, Four, Five, Six, Seven, Eight, and Nine respectively. Each of these Units contains approximately 686 square feet.

Residential Units 300A and 300B. These Units are located on the southwestern one-half of Floor Three of the building. Unit 300A contains approximately 2,814 square feet. Unit 300B contains approximately 686 square feet.

Residential Unit 301. This Unit is located on the north corner of the building on Floor Three and contains approximately 997 square feet.

Residential Unit 302. This Unit is located on the northeast corner of the building on Floor Three and contains approximately 1,081 square feet.

Residential Unit 303. This Unit is located on the eastern side of the building on Floor Three. The Original Declaration stated that this Unit (formerly known as Unit 302) contained approximately 1,662 square feet; however, it has been determined that this Unit contains approximately 1,396 square feet.

Residential Unit 401. This Unit is located on the north frontage of the building on Ponce de Leon Avenue on Floor Four and contains approximately 997 square feet.

Residential Unit 402. This Unit is located at the northeastern corner of the building on Floor 4 and contains approximately 1,081 square feet.

Residential Unit 501. This Unit is located on the north corner of the building on Floor Five and contains approximately 2,078 square feet.

NOTE: There is no Unit 502.

Residential Unit 505. This Unit is located on the southwestern corner of the building on Floor Five and contains approximately 687 square feet.

Residential Unit 506. This Unit is located on the western side of the building on Floor Five and contains approximately 625 square feet.

Residential Units 1001 and 1101. These Units are located in the northeasterly portion of the building fronting Ponce de Leon Avenue on Floors Ten and Eleven respectively. Each of these Units contains approximately 784 square feet.

Residential Units 1002 and 1102. These Units are located in the northeasterly corner of the building on Floors Ten and Eleven respectively. Each of these Units contains approximately 1,025 square feet.

Residential Units 1003 and 1103. These Units are centrally located on the east side of the building on Floors Ten and Eleven respectively. Each of these Units contains approximately 825 square feet.

Residential Units 1004 and 1104. These Units are located on southeastern corner of the building facing east on Floors Ten and Eleven respectively. The Original Declaration stated that these Units contained approximately 606 square feet; however, it has been determined that each of these Units contains approximately 582 square feet.

Residential Units 1005 and 1105. These Units are located at the southeasterly corner of the building facing south on Floors Ten and Eleven respectively. Each of these Units contains approximately 511 square feet.

Residential Unit 1006. This Unit is centrally located on the south side of the building on Floor Ten and contains approximately 628 square feet.

Residential Unit 1007. This Unit is located at the southwest corner of the building on Floor Ten and contains approximately 907 square feet.

Residential Units 1008. This Unit is located on the southwestern frontage of the building on Ponce de Leon Avenue on Floor Ten and contains approximately 599 square feet.

Residential Units 1009 and 1109. These Units are centrally located on the portion of the building fronting on Ponce de Leon Avenue on Floors Ten and Eleven respectively. Each of these Units contains approximately 545 square feet.

Residential Unit 1010. This Unit is located on the interior core of the building adjacent to Elevator No. 1 on Floor Ten and contains approximately 452 square feet.

Residential Unit 1106. This Unit is centrally located on the southern side of the building on Floor Eleven. The Original Declaration stated that this Unit contained approximately 628 square feet; however, it has been determined that this Unit contains approximately 551 square feet.

Residential Unit 1107. This Unit is located on the southwest corner of the building on Floor Eleven. The Original Declaration stated that this Unit contained approximately 907 square feet; however, it has been determined that this Unit contains approximately 707 square feet.

Residential Unit 1108. This Unit is located on the southwestern frontage of the building on Ponce de Leon Avenue on Floor Eleven. The Original Declaration stated that this Unit contained approximately 599 square feet; however, it has been determined that this Unit contains approximately 624 square feet.

Residential Unit 1200. This Unit is located on the southwest corner of the building on the Rooftop Level and contains approximately 749 square feet.

Residential Unit 1201. This Unit is located at the northeast corner of the building on the Rooftop Level and contains approximately 790 square feet.

Residential Unit 1202. This Unit is located on the southeastern corner of the building on the Rooftop Level. The Original Declaration stated that this contained 1,046 square feet; however, it has been determined that this Unit contains approximately 1,179 square feet.

Percentage Allocation of Interest in Common Elements, Voting Rights and Liability for Common Expenses

<u>Unit Number</u>	<u>Percentage Allocation of Interest in Common Elements, Voting Rights and Liability for Common Expenses</u>
1	4.63
100	4.25
101	1.80
102	2.17
201	1.80
202	1.99
203	1.10
204	1.60
206E	2.10
300A	3.36
300B	0.84
301	1.17
302	1.27
303	1.95
401	1.17
402	1.27
403	1.85
404	1.56
406E	1.80
407	0.94
501	2.44
503	1.97
504	1.53
505	0.92
506	0.83
507	0.90
601	1.27
602E	3.24
604	1.48
606E	1.71
607	0.89
701	1.26
702	1.50
703	1.74
704	1.47
706E	1.70

707	0.88
801	1.27
802	1.50
803	1.74
804	1.48
806E	1.71
807	0.89
902E	4.51
904	1.48
906E	1.71
907	0.89
1001	0.91
1002	1.19
1003	0.96
1004	0.70
1005	0.59
1006	0.73
1007	1.06
1008	0.70
1009	0.63
1010	0.52
1101	0.91
1102	1.19
1103	0.96
1104	0.70
1105	0.59
1106	0.73
1107	1.06
1108	0.70
1109	0.63
1200	0.87
1201	0.92
1202	<u>1.22</u>
	100.00

Description of Limited Common Elements

The Limited Common Elements are all Common Elements except the following: the front steps of the building on the first floor by the main entrance, the exterior facade and surfaces of the building, all structural supports, columns and load bearing walls and structures, the roof of the building, the basement area, Elevators No. 1 and No. 3, the rear stairwell adjacent to Elevator No. 3 as well as the landing area for such stairwell located on the first floor, all concrete and paving areas surrounding the building and the parking garage. The front porch areas adjacent to Unit 100 shall be a Limited Common Element appurtenant to Unit 100. The front porch area adjacent to Units 101 and 102 shall be a Limited Common Element appurtenant to Units 101 and 102. The basement level rooftop area located along the eastern side of the building adjacent to Unit 102 shall be a Limited Common Element appurtenant to Units 101 and 102. The roof above a portion of Unit 100 shall be a Limited Common Element appurtenant to Unit 100. All other Limited Common Elements are appurtenant to the Residential Units. The central water heater to be located on the roof or other proximate location as provided in Paragraph 18(g) of the Declaration shall be a Limited Common Element appurtenant to the Units on floors ten, eleven, and twelve served by the central water heater.

FAUSER\LCURRY\THEPONCEADEC-AMEN.4