

Return to: Weissman, Nowack, Curry & Wilco, P.C.
Two Midtown Plaza - 15th Floor
1349 West Peachtree Street
Atlanta, Georgia 30309
ATTN: Jane C. Kotake

Reference: Deed Book 29311
Page 560

**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR CENTURY LOFTS CONDOMINIUM**

THIS SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR CENTURY LOFTS CONDOMINIUM is made on the date set forth below by Century Lofts Condominium Association, Inc., a Georgia non-profit corporation (herein, the "Association") and with the consent of TLC America, Inc., a California corporation (herein the "Declarant") and all affected Unit Owners;

WITNESSETH:

WHEREAS, on July 27, 2000, that certain Declaration of Condominium for Century Lofts Condominium dated July 6, 2000, was recorded in Deed Book 29311, Page 560, *et seq.*, Fulton County, Georgia records (herein the "Original Declaration"); and

WHEREAS, on August 23, 2000, that certain First Amendment to the Declaration of Condominium for Century Lofts Condominium dated August 21, 2000, was recorded in Deed Book 29406, Page 59, *et seq.*, Fulton County, Georgia records (said Original Declaration, as amended, hereinafter referred to as the "Declaration");

WHEREAS, a plat related to the Condominium was filed in Condominium Plat Book 13, Page 72, Fulton County, Georgia Records; and

WHEREAS, the original floor plans relating to the Condominium were filed in Condominium Floor Plan Book 6, Page 1, *et seq.*, Fulton County, Georgia Records; and

WHEREAS, pursuant to Paragraph 6(b) of the Declaration and O.C.G.A. Section 44-3-82(b) of the Georgia Condominium Act, the Board of Directors of the Association is authorized, without need for a membership vote, to reassign carport parking spaces and garage parking spaces in the Condominium previously assigned as limited common elements exclusively serving individual units by executing and filing in the Fulton County land records an amendment to the Declaration approved by the Board of Directors and

executed by the Condominium Unit Owners affected by such reassignment; and

WHEREAS, certain Unit Owners in the Condominium desire that the Board of Directors of the Association reassign certain limited common element carport parking spaces as more particularly set forth in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, certain Unit Owners in the Condominium desire that the Board of Directors of the Association reassign certain limited common element garage parking spaces as more particularly set forth in Exhibit "C" attached hereto and incorporated herein; and

WHEREAS, the Association, the Declarant and all affected Unit Owners do hereby consent to such reassignment of carport parking spaces and garage parking spaces; and

NOW, THEREFORE, subject to the provisions of O.C.G.A. §44-3-82 and Paragraph 6(b) of the Declaration, the Association, the Declarant and affected Unit Owners hereby amend the Declaration as follows:

1.

Exhibit "B" in the Declaration is deleted in its entirety and is replaced with the new Exhibit "B" attached hereto and incorporated into this Second Amendment and into the Declaration and the carport parking spaces in the Condominium are hereby reassigned in accordance with the carport parking spaces assignments set forth in the new Exhibit "B" attached hereto and incorporated herein and into the Declaration.

2.

Exhibit "C" in the Declaration is deleted in its entirety and is replaced with the new Exhibit "C" attached hereto and incorporated into this Second Amendment and into the Declaration and the garage parking spaces in the Condominium are hereby reassigned in accordance with the garage parking spaces assignments set forth in the new Exhibit "C" attached hereto and incorporated herein and into the Declaration.

3.

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

[SIGNATURES ON FOLLOWING PAGES]

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Declarant: **TLC AMERICA, INC.,**
a California corporation

By: _____
Name: Robb Evans, Receiver of TLC America, Inc., et al.
Title: Deputy to the Receiver

[CORPORATE SEAL]

STATE OF CALIFORNIA)
)
) : ss.
COUNTY OF _____)

On _____, 2001, before me, _____, personally appeared Robb Evans, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said County and State

[SEAL]

Witness

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OWNER CONSENT

By execution below, being the sole owner of Unit 100 (the "Unit"), hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 40 to the Unit as a limited common element in lieu of parking space 17 previously assigned to the Unit as a limited common element.

By: _____ (SEAL)
Name: _____

Signed, sealed, and delivered
this ____ day of _____, 2001
in the presence of:

Witness

Notary Public
[NOTARY SEAL]

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OWNER CONSENT

By execution below, being the sole owner of Unit 104 (the "Unit"), hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 14 to the Unit as a limited common element in lieu of parking space 1 previously assigned to the Unit as a limited common element.

By: _____(SEAL)
Name: _____

Signed, sealed, and delivered
this ____ day of _____, 2001
in the presence of:

Witness

Notary Public
[NOTARY SEAL]

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OWNER CONSENT

By execution below, being the sole owner of Unit 206 _____ (the "Unit"), hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 25 to the Unit as a limited common element in lieu of parking space 20 previously assigned to the Unit as a limited common element.

By: _____ (SEAL)
Name: _____

Signed, sealed, and delivered
this ____ day of _____, 2001
in the presence of:

Witness

Notary Public
[NOTARY SEAL]

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OWNER CONSENT

By execution below, being the sole owner of Unit 300 (the "Unit"), hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking spaces 16 and 17 to the Unit as limited common elements in lieu of parking space 10 previously assigned to the Unit as a limited common element.

By: _____(SEAL)
Name: _____

Signed, sealed, and delivered
this ____ day of _____, 2001
in the presence of:

Witness

Notary Public
[NOTARY SEAL]

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OWNER CONSENT

By execution below, being the sole owner of Unit 302 (the "Unit"), hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 24 to the Unit as a limited common element in lieu of parking space 8 previously assigned to the Unit as a limited common element.

By: _____ (SEAL)
Name: _____

Signed, sealed, and delivered
this ____ day of _____, 2001
in the presence of:

Witness

Notary Public
[NOTARY SEAL]

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OWNER CONSENT

By execution below, being the sole owner of Unit 303 (the "Unit"), hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 23 to the Unit as a limited common element in lieu of parking space 7 previously assigned to the Unit as a limited common element.

By: _____ (SEAL)
Name: _____

Signed, sealed, and delivered
this ____ day of _____, 2001
in the presence of:

Witness

Notary Public
[NOTARY SEAL]

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OWNER CONSENT

By execution below, being the sole owner of Unit 400 (the "Unit"), hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking spaces 11 and 12 to the Unit as limited common elements in lieu of parking space 29 previously assigned to the Unit as a limited common element.

By: _____(SEAL)
Name: _____

Signed, sealed, and delivered
this ____ day of _____, 2001
in the presence of:

Witness

Notary Public
[NOTARY SEAL]

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OWNER CONSENT

By execution below, being the sole owner of Unit 403 (the "Unit"), hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 8 to the Unit as a limited common element in lieu of parking space 32 previously assigned to the Unit as a limited common element.

By: _____ (SEAL)
Name: _____

Signed, sealed, and delivered
this ____ day of _____, 2001
in the presence of:

Witness

Notary Public
[NOTARY SEAL]

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[SIGNATURES CONTINUED FROM PREVIOUS PAGES]

OWNER CONSENT

(FOR UNITS 101, 102, 103, 200, 201, 202, 203, 204, 205, 207, 208, 301, 304, 305, 306, 307, 308, 401, 402, 404, 405, 406 AND 407)

By execution below, being the sole owner of Unit 101, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 32 to Unit 101 as a limited common element in lieu of parking space 16 previously assigned to Unit 101 as a limited common element.

By execution below, being the sole owner of Unit 102, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 39 to Unit 102 as a limited common element in lieu of parking space 15 previously assigned to Unit 102 as a limited common element.

By execution below, being the sole owner of Unit 103, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 20 to Unit 103 as a limited common element in lieu of parking space 14 previously assigned to Unit 103 as a limited common element.

By execution below, being the sole owner of Unit 200, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 19 to Unit 200 as a limited common element in lieu of parking space 26 previously assigned to Unit 200 as a limited common element.

By execution below, being the sole owner of Unit 201, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 38 to Unit 201 as a limited common element in lieu of parking space 25 previously assigned to Unit 201 as a limited common element.

By execution below, being the sole owner of Unit 202, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 30 to Unit 202 as a limited common element in lieu of parking space 24 previously assigned to Unit 202 as a limited common element.

By execution below, being the sole owner of Unit 203, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 31 to Unit 203 as a limited common element in lieu of parking space 23 previously assigned to Unit 203 as a limited common element.

By execution below, being the sole owner of Unit 204, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 33 to Unit 204 as a limited common element in lieu of parking space 22 previously assigned to Unit 204 as a limited common element.

By execution below, being the sole owner of Unit 205, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 18 to Unit 205 as a limited common element in lieu of parking space 21 previously assigned to Unit 205 as a limited common element.

By execution below, being the sole owner of Unit 207, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 34 to Unit 207 as a limited common element in lieu of parking space 19 previously assigned to Unit 207 as a limited common element.

By execution below, being the sole owner of Unit 208, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 15 to Unit 208 as a limited common element in lieu of parking space 18 previously assigned to Unit 208 as a limited common element.

By execution below, being the sole owner of Unit 301, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 21 to Unit 301 as a limited common element in lieu of parking space 9 previously assigned to Unit 301 as a limited common element.

By execution below, being the sole owner of Unit 304, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 37 to Unit 304 as a limited common element in lieu of parking space 6 previously assigned to Unit 304 as a limited common element.

By execution below, being the sole owner of Unit 305, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 36 to Unit 305 as a limited common element in lieu of parking space 5 previously assigned to Unit 305 as a limited common element.

By execution below, being the sole owner of Unit 306, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 29 to Unit 306 as a limited common element in lieu of parking space 4 previously assigned to Unit 306 as a limited common element.

By execution below, being the sole owner of Unit 307, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 35 to Unit 307 as a limited common element in lieu of parking space 3 previously assigned to Unit 307 as a limited common element.

By execution below, being the sole owner of Unit 308, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 22 to Unit 308 as a limited common element in lieu of parking space 2 previously assigned to Unit 308 as a limited common element.

By execution below, being the sole owner of Unit 401, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 10 to Unit 401 as a limited common element in lieu of parking space 30 previously assigned to Unit 401 as a limited common element.

By execution below, being the sole owner of Unit 402, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 9 to Unit 402 as a limited common element in lieu of parking space 31 previously assigned to Unit 402 as a limited common element.

By execution below, being the sole owner of Unit 404, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 7 to Unit 404 as a limited common element in lieu of parking space 33 previously assigned to Unit 404 as a limited common element.

By execution below, being the sole owner of Unit 405, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 6 to Unit 405 as a limited common element in lieu of parking space 34 previously assigned to Unit 405 as a limited common element.

By execution below, being the sole owner of Unit 406, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 5 to Unit 406 as a limited common element in lieu of parking space 38 previously assigned to Unit 406 as a limited common element.

By execution below, being the sole owner of Unit 407, hereby consents to the foregoing Second Amendment to the Declaration of Condominium for Century Lofts Condominium and agrees to the assignment of parking space 4 to Unit 407 as a limited common element in lieu of parking space 39 previously assigned to Unit 407 as a limited common element.

TLC AMERICA, INC.
a California corporation

By: _____
Name: Robb Evans, Receiver of
TLC America, Inc., et al.
Title: Deputy to the Receiver

STATE OF CALIFORNIA)
)
) : ss.
COUNTY OF _____)

On _____, 2001, before me, _____, personally appeared Robb Evans, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Public in and for said County and
State

Witness

EXHIBIT "B"

Carport Parking Space Assignments

Unit Number	Parking Space Number
100	40
101	32
102	39
103	20
104	14
200	19
201	38
202	30
203	31
204	33
205	18
206	25
207	34
208	15
300	16, 17
301	21
302	24
303	23
304	37
305	36
306	29
307	35
308	22

EXHIBIT "C"

Garage Parking Space Assignments

Unit Number	Garage Space Number
400	11, 12
401	10
402	9
403	8
404	7
405	6
406	5
407	4