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Rebecca Keaton

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

After recording, please return to:
Rachel E. Conrad
Dorough & Dorough, LLC
Attorneys at Law
160 Clairemont Avenue, Suite 650
Decatur, Georgia 30030
(404)-687-9977

CROSS REFERENCE: Deed Book: 14639
Page: 4900

**AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR PACES VIEW TOWNHOMES**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR PACES VIEW TOWNHOMES (hereinafter referred to as "Amendment") is made this 16th day of Oct., 2015 by **JWC PACES OVERLOOK, LLC**, a Georgia limited liability company (hereinafter, "JWC Paces Overlook" or "Declarant") and **PACES VIEW TOWNHOME ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as the "Association");

WITNESSETH

WHEREAS, Avignon, LLC, a Georgia limited liability company ("Avignon"), as "Declarant," executed that certain Declaration of Covenants, Restrictions, and Easements for Village Townhomes at Avignon, which was recorded on September 29, 2008 in Deed Book 14639, Page 4900, *et seq.*, in the Office of the Clerk of the Superior Court of Cobb County, Georgia; as amended by that certain Amendment to the Declaration of Covenants, Restrictions, and Easements for Village Townhomes at Avignon, recorded August 31, 2012 in Deed Book 14977, Page 2267, *et seq.*, aforesaid records, which changed the name of the community and the Association to Paces View Townhomes and Paces Townhome Association, Inc., respectively (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, Avignon, acting through its duly appointed agent and attorney-in-fact, Branch Banking and Trust Company, transferred all of its rights, title and interest of Declarant under the Declaration to Eagle GA I SPE, LLC, a North Carolina limited liability company ("Eagle GA I SPE") pursuant to that certain Assignment of Declarant's Rights Under the Declaration of Covenants, Restrictions and Easements for Village Townhomes at Avignon, recorded March 7,

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2011 in Deed Book 14839, Page 2792, *et seq.*, in the Office of the Clerk of the Superior Court of Cobb County, Georgia; and

WHEREAS, Eagle GA I SPE transferred all of its right, title and interest of the Declarant under the Declaration to JWC Paces Overlook pursuant to that certain Assignment of Declarant's Rights Under the Declaration of Covenants, Restrictions and Easements for Village Townhomes at Avignon, recorded May 24, 2011 at Deed Book 14855, Page 2127, *et seq.*, Cobb County, Georgia land records; and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, Article 9, Section 9.2 of the Declaration provides that during any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing, filed and recorded in the Deed Records of the Superior Court of Cobb County, Georgia, without the approval of any Member or mortgagee, provided, however, that: (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot or Common Area or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent by a majority in number of the then existing Members affected thereby; or (ii) in the event that such amendment would materially adversely affect the security title and interest of any mortgagee such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected; and

WHEREAS, the right of the Declarant to appoint and remove any directors and officers of the Association has not expired; and

WHEREAS, this Amendment does not: (a) materially alter or change any Owner's right to the use and enjoyment of such Owner's Lot or Common Area; (b) adversely affect the title to any Lot; or (c) materially adversely affect the security title and interest of any mortgagee; and

WHEREAS, Declarant desires to amend the Declaration as provided herein, as evidenced by the signatures attached hereto and by this reference incorporated herein;

NOW THEREFORE, the undersigned hereby adopt this Amendment to the Declaration of Covenants, Restrictions, and Easements for Paces View Townhomes, hereby declaring that all of the property now or hereafter subject to the Declaration shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration, amended as follows:

R

Pls *Bl*

1.

The Declaration is hereby amended by adding a new Section 6.21, entitled "Roof Terrace," to the end of Article 6 of the Declaration to read as follows:

6.21. Roof Terrace.

(a) Improvements. To protect the views in the Property, Declarant may construct flat, rather than pitched roofs, on one or more buildings in the community and construct a roof top terrace ("Roof Terrace") on such roof(s). Any decks and other improvements (collectively, the "Roof Terrace Improvements") constructed by the Declarant shall be deemed approved by the ACC. Any requested changes or improvements to a Roof Terrace by an Owner must be consistent with Roof Terrace Improvements initially constructed by the Declarant. The ACC shall have the right to disapprove requests for changes or improvements to a Roof Terrace if in the sole opinion of the ACC, the change or improvement would adversely affect the architectural appearance of the building. Penetration of the surfaces of a Roof Terrace's decking or the roof membrane by an Owner (other than the Declarant) is prohibited without the prior written approval of the ACC. If permitted, such penetration shall be made at the sole cost and expense of the Owner and by a contractor approved by the Declarant, and after Declarant no longer owns any property in the community or has the right to annex additional property to the Community, the ACC. The permanent enclosure of a Roof Terrace into heated and cooled space within the boundaries of a Unit or screening of a Roof Terrace is also prohibited.

(b) Objects. No objects (other than potted plants and permitted furniture as provided below) shall be placed on a Roof Terrace. No objects, including, without limitation, hot tubs, Jacuzzis, bicycles, recycling bins, laundry or flags shall be installed or placed on, affixed to, or hung from a Roof Terrace unless they are part of the Roof Terrace package offered by the Declarant or approved by the ACC. To reduce the risk of an object being blown off a Roof Terrace, tables and chairs constructed of lightweight materials, such as plastic and vinyl, are prohibited from being placed on a Roof Terrace.

(c) Noise. Sound broadcasting or amplifying devices may be installed or operated on a Roof Terrace so long as the sounds is kept at audible levels which do not disturb other owners. In addition to the foregoing, televisions shall be permitted on a Roof Terrace so long as they are operated at usual and customary audio levels and covered when not in use. With respect to noise levels on a Roof Terrace, any inconvenience complained of shall not be fanciful, or such as would affect only one of fastidious taste, but it shall be such as would affect an ordinary, reasonable person as determined in a particular instance by the Board.

(d) Lights. The light from all external lighting located on a Roof Terrace shall be pointed down and shall be screened, shielded or shaded

on all sides of the light source so as to minimize, to the extent practicable, the casting of unreasonably bright light onto the windows of any other Lot. Any external lighting on a Roof Terrace which is not installed by the Declarant shall be approved by the ACC.

(e) Awnings. Owners shall not change the color of any awning located on a Roof Terrace and in the event that an awning is replaced, the new awning shall be the same color as originally installed by the Declarant.

(f) Landscaping. The Declarant may, but shall not be required to, install planter boxes, pots or containers (collectively, "Containers") of any design or shape on a Roof Terrace. Any Container installed by the Declarant shall be deemed to have been approved by the ACC. Owners may permanently affix a Container to the Roof Terrace of a type and design approved by the ACC and affixed in a manner approved by the ACC. Owners shall have the right to place a reasonable number of potted plants on Roof Terraces, subject to guidelines, if any, adopted by the ACC, so long as such Owner maintains all plants in a neat condition, prunes any plants where applicable, removes all dead plants, and utilizes appropriate catch trays to capture any overflow water. Owners shall be responsible for ensuring that no dead, diseased or dying plants, trees, shrubs or flowers (collectively, "Plants") are contained within any Container. All Plants in Containers shall be kept in a healthy condition and pruned so that they maintain an attractive shape and appearance, as determined in the sole discretion of the ACC. Any Plants in Containers shall also not exceed such height as may be approved by the ACC in its sole discretion.

(g) Structural Support. Each Owner shall be responsible for ensuring that all Plants and Containers and any other permitted items on the Roof Terrace when combined with the other anticipated weight loads on a Roof Terrace do not place an excessive load on the structural components of the roof, Roof Terrace or any other portion of the Lot. The Owner shall assume full responsibility for insuring that the combined weight of the Plants and Containers do not adversely affect the structural integrity of the Roof Terrace. If the ACC is concerned about an excessive structural load to be placed or existing on any Roof Terrace, it shall have the right, but not the obligation, to require the Owner of a Lot to provide the ACC with a letter from a licensed Georgia engineer confirming that the anticipated structural loads are within the structural design tolerances for the Roof Terrace. Each Owner and Occupant acknowledges that Declarant has not made any representations regarding the loads that can be safely be placed on a Roof Terrace.

Notwithstanding anything to the contrary herein, it shall be the sole responsibility of the Owner or Occupant of a Lot to secure or remove all permitted objects from a Roof Terrace during periods of high winds to prevent permitted objects from being blown from a Roof Terrace and to refrain from engaging in any activity on a Roof Terrace that may cause objects to fall from such Roof Terrace.

2.

Unless otherwise defined herein, the words used in this Amendment shall have the same meaning as set forth in the Declaration.

3.

This Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia and shall be enforceable against current Owners of a Lot subject to the Declaration.

4.

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

[SIGNATURES ON FOLLOWING PAGE]

A handwritten signature, possibly reading "S", with a checkmark-like flourish extending from the top right.Handwritten initials or a signature, possibly "AT" followed by a stylized mark.

IN WITNESS WHEREOF, the Association hereby consents to, approves and executes this Amendment under seal, this 16th day of October, 2015.

ASSOCIATION:

**PACES VIEW TOWNHOME
ASSOCIATION, INC.**, a Georgia nonprofit
corporation

By:

Brian McBride
Brian McBride, President

Attest:

Bob Helgesen
Bob Helgesen, Secretary

Signed, sealed, and delivered
in the presence of:

[CORPORATE SEAL]

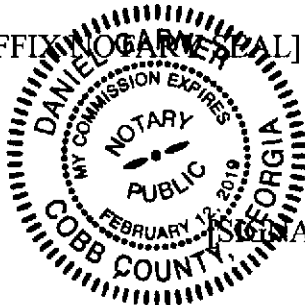
Wade Hester
WITNESS

Daniel Korman
NOTARY PUBLIC

My Commission Expires: 2/12/2019

Daniel Korman

[AFFIX NOTARY SEAL]



SIGNATURES CONTINUE ON FOLLOWING PAGE]

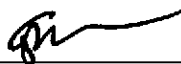
[Handwritten initials/signature]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed under seal the day and year first above written.

DECLARANT:

JWC PACES OVERLOOK, LLC, a
Georgia limited liability company

By:
Name:
Title:

 (SEAL)
Stewart Park
Manager

Signed, sealed, and delivered
in the presence of:


WITNESS


NOTARY PUBLIC

My Commission Expires: 2/12/2019

[AFFIX NOTARY SEAL]

P:\Client\4224\JWC\JWC Townhomes Amendment Declaration Paces View Townhomes v3.docx

