

Deed Book 54283 Pg 33  
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2014-0289370  
Real Estate Transfer Tax \$0.00  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry, & Wilco, P. C.  
One Alliance Center, 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, Georgia 30326  
Attention: George E. Nowack, Jr.

STATE OF GEORGIA  
COUNTY OF FULTON

Reference: Deed Book:7205  
Page: 457

**AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION  
OF CONDOMINIUM FOR THE BARCLAY IN BUCKHEAD PINES, A CONDOMINIUM  
and BYLAWS OF THE BARCLAY CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, Robert Sheridan & Partners/The Barclay, a Georgia limited partnership, filed a Declaration of Condominium for The Barclay in Buckhead Pines, a Condominium on March 30, 1979 in Deed Book 7205 at Page 457 of the Fulton County, Georgia land records ("Original Declaration").

**WHEREAS**, the Original Declaration was stricken in its entirety and replaced by the Amended and Restated Declaration of Condominium for The Barclay in Buckhead Pines, a Condominium, recorded on April 16, 2008 in Deed Book 46614 at Page 298 of the Fulton County, Georgia land records ("Restated Declaration"); and

**WHEREAS**, Exhibit "D" of the Restated Declaration is the Bylaws of The Barclay Condominium Association, Inc. ("Bylaws"); and

**WHEREAS**, Page 21 of the Restated Declaration provides for its amendment with the approval of two-thirds (2/3) of the total Association vote; and

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**WHEREAS**, Paragraph 5E of the Bylaws provides for its amendment with the approval of Owners holding two-thirds (2/3) of the total Association vote; and

**WHEREAS**, the following amendments to the Restated Declaration and Bylaws were approved by Owners holding more than two-thirds (2/3) of the total Association vote.

**NOW, THEREFORE**, the Amended and Restated Declaration of Condominium for The Barclay in Buckhead Pines, a Condominium and Bylaws of The Barclay Condominium Association, Inc. are hereby amended as follows:

**1.**

Section 11 Paragraph B(3) of the Declaration is amended by adding the following after the word "herein": "No colored light shall be installed in a permanent light fixture. The maximum wattage of a light installed in a permanent light fixture shall not exceed 100 watts. A reasonable number of temporary string lights, colored and clear, may be placed on a balcony between November 25<sup>th</sup> and January 5<sup>th</sup>"

As amended, Section 11 Paragraph B(3) of the Declaration shall read:

erect, place or post any object, sign, clothesline, speaker, playground equipment, light, storm door or window, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roof(s) of the building(s), in any windows (other than appropriate window treatments as provided herein). No colored light shall be installed in a permanent light fixture. The maximum wattage of a light installed in a permanent light fixture shall not exceed 100 watts. A reasonable number of temporary string lights, colored and clear, may be placed on a balcony between November 25<sup>th</sup> and January 5<sup>th</sup> on any Limited Common Elements, or on any other Common Elements.

**2.**

The last sentence of Section 12 Paragraph F(2) of the Declaration is amended by adding the word "ceiling" after the word "floor".

As amended, Section 12 Paragraph F(2) of the Declaration shall read:

Penetration of the surfaces of a balcony or patio wall, floor or ceiling is prohibited.

## 3.

The first sentence of Section 12 Paragraph I of the Declaration is amended by adding after the word "cats" the following: "rats, spiders, snakes and rabbits,".

As amended, Section 12 Paragraph I shall read:

Dogs, cats, rats, spiders, snakes and rabbits are not permitted in any Unit or on the Common Elements. However, a reasonable number of generally recognized household pets, other than dogs and cats, weighting less than two (2) pounds, such as fish, hamsters, birds, or gerbils may be kept in an Owner's Unit.

## 4.

The last sentence of the second paragraph of Section 12 Paragraph J of the Declaration is amended by striking the number "14" and replacing it with the number "31" and striking the word "Security" and replacing it with the word "Board".

As amended, that sentence shall read:

Disabled and stored vehicles are prohibited from being parked on the Condominium Property. For the purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium Property for thirty-one (31) consecutive days or longer without notification to the concierge.

## 5.

The word "incinerators" that appears in the second sentence of Section 12 Paragraph M of the Declaration is deleted.

As amended, Section 12 Paragraph M of the Declaration shall read:

All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit temporarily or otherwise, except in trash dumpsters, trash chutes, or compactors. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and either placed in the trash dumpster, trash chutes, or compactor, or proper receptacles designated by the Board for collection or removal from the Condominium.

## 6.

Section 12 Paragraph Q of the Declaration is amended by adding the following after the word "blankets" at the end of that Paragraph: "and the floor with appropriate mats."

As amended, Section 12 Paragraph Q of the Declaration shall read:

Elevators may not be used for moving furniture in or out of the Condominium except during hours to be determined by the Board of Directors; provided that an Owner or Occupant reserves a date and time with the Board of Directors to use the elevators for moving furniture in or out of the Condominium and provided that during such moving, the walls of the elevators being used for such purpose shall be covered with padded blankets and the floor with appropriate mats. The Board of Directors, in its sole discretion, may require a non-refundable fee prior to using an elevator for moving furniture, construction materials or other over-sized items.

## 7.

Section 12 Paragraph S of the Declaration is amended by adding the following after the word "blankets" at the end of the second sentence of that Paragraph: "the floor with appropriate mats".

As amended, Section 12 Paragraph S of the Declaration shall read:

A Unit Owner or Occupant shall not move furniture, construction materials, and other over-sized items in or out of the Condominium except during such hours and according to requirements to be determined by the Board of Directors. Furthermore, an Owner or Occupant shall reserve a date and time with the Board of Directors to use the elevators for moving furniture, construction materials, and other over-sized items in or out of the Condominium, and during such use of the elevators, the walls of the elevators being used for such purpose shall be covered with padded blankets and the floor with appropriate mats. The Board of Directors, in its sole discretion, may require a non-refundable security deposit prior to using an elevator for moving furniture, construction materials or other over-sized items.

## 8.

Section 12 Paragraph U of the Declaration is amended by adding after the words "devices" at the end of the first sentence: "for the benefit of all Homeowners."

As amended, Section 12 Paragraph U of the Declaration shall read:

Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such devices for the benefit of all Homeowners.

## 9.

Section 13 Paragraph A(4) of the Declaration is amended by adding "Domestic Partner" and "or Domestic Partner of the Owner."

As amended, Section 13 Paragraph A(4) of the Declaration shall read:

"Leasing" means the regular, exclusive occupancy of a Unit by any person(s) other than: (1) the Owner, Domestic Partner, or a parent, child or spouse of an Owner or Domestic Partner of an Owner, or (2) a person who occupies the Unit with the Unit Owner or parent, child or spouse of the Owner or Domestic Partner of the Owner occupying the Unit as his or her primary residence.

## 10.

The fourth paragraph of Section 13 Paragraph B of the Declaration is amended by adding after the word "Spouse" on the third line of the fourth paragraph the words: "or Domestic Partner."

As amended, the fourth paragraph of Section 13 Paragraph B of the Declaration shall read:

Leasing permits and hardship leasing permits are automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Unit to a third party (excluding sale or transfers to an Owner's spouse or Domestic Partner); or (2) the failure of an Owner to lease his or her Unit for one hundred twenty (120) consecutive days at any time after the issuance of a leasing permit.

## 11.

Section 2 Paragraph A of the Bylaws is amended by adding to the end of the last sentence the words "or religious holiday."

As amended, Section 2 Paragraph A of the Bylaws shall read:

The purpose of the annual membership meeting shall be to elect Directors of the corporation and conduct other business that shall come before the meeting. The regular annual membership meeting shall be called 60 days before or after the close of the Association's fiscal year with the date, time, and location to be set by the Board of Directors. No annual membership meeting shall be set on a legal or religious holiday.

## 12.

Section 2 Paragraph E of the Bylaws is amended by deleting the word "Owners" in the first sentence and replacing it with the word "Persons".

As amended, Section 2 Paragraph E of the Bylaws shall read:

The presence in person or by proxy at the beginning of the meeting, one vote per unit, by Owners, Spouses, or Domestic Partners entitled to cast 10% of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be re-established. In establishing the total number of eligible votes for a quorum, if a Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or if the voting rights for a Unit have been suspended, that Unit shall not be counted as an eligible vote.

## 13.

Section 3 Paragraph A(7) of the Bylaws is amended by striking that Paragraph in its entirety and replacing it with the following:

The Board shall appoint a Nomination Committee no less than 120 days before the annual meeting for the purpose of selecting nominees for the Board of Directors. The list of nominees shall be announced to the Members no less than 45 days before the annual meeting. A person not named by the Nominating Committee can be added to the ballot. Upon the receipt of a petition signed by eligible Owners holding at least 33% of the total votes in the Association, The petition must be received by the Secretary of the Board of Directors no less than 30 days from the date of the annual meeting. The list of nominees shall be included with the notice of the annual meeting. Nominations from the floor at the annual meeting will not be accepted. Each nominee shall be permitted to provide a statement, not exceeding 250 words, communicating his or her qualifications to be included with the notice of the meeting. The Board shall decide if voting will take place at the annual meeting or by ballot in advance of the annual meeting as permitted by Section 2H of these Bylaws, in which case the result of the voting will be announced at the annual meeting.

## 14.

Section 3 Paragraph C(1)(m) of the Bylaws is amended by adding to the end of that Paragraph: "except that no Owner or Occupant shall be engaged for compensation of any type; and".

As amended, Section 3 Paragraph C(1)(m) of the Bylaws shall read:

designate, hire, dismiss and contract with the personnel necessary to operate the Association and the personnel necessary to maintain, repair, replace, and improve the Area of Common Responsibility and, where appropriate, compensate such personnel, except that no Owner or Occupant shall be engaged for compensation of any type; and

## 15.

Section 3 Paragraph C(2) of the Bylaws is amended by deleting the first sentence in its entirety and replacing it with: "The Association's Board of Directors shall be required to have a professional on-site manager to be compensated as established by the Board of Directors and to perform such duties and services as the Board shall authorize."

## 17.

Section 3 Paragraph C(2) of the Bylaws is further amended by deleting the word "one" at the end of the last sentence and replacing it with the word "two".

As amended, Section 3 Paragraph C(2) of the Bylaws shall read:

The Association Board of Directors shall be required to have a professional on-site manager to be compensated as established by the Board of Directors and to perform such duties and services as the Board shall authorize. The Board shall use reasonable efforts to provide for termination of any such management contract with or without cause and without penalty, upon no more than thirty-days written notice and for a term not in excess of two years.

## 18.

Section 5 Paragraph F of the Bylaws is amended by adding to the end of the first sentence the words "or Personnel."

As amended, Section 5 Paragraph F of the Bylaws shall read:

Notwithstanding anything to the contrary, the Board may limit or preclude the inspection of confidential or privileged documents, including but not limited to, attorney/client privileged communication, executive session meeting minutes, and

financial records or accounts of other Owners or Personnel. Minutes of all meetings of the membership and the Board become official Association records when approved by the membership or the Board, as applicable.

19.

Section 5 Paragraph G of the Bylaws is amended by striking the last comma in that Paragraph.

As amended, Section 5 Paragraph G of the Bylaws shall read:

The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation, and these Bylaws, together with those reasonably implied to affect the purposes of the Association. If there is a conflict or inconsistency between the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation or these Bylaws, such laws and documents, in that order shall prevail.

IN WITNESS WHEREOF, the undersigned Officers of The Barclay Condominium Association, Inc., hereby certify that the Amendments to the Declaration of Condominium for The Barclay in Buckhead Pines, a Condominium and the Bylaws of The Barclay Condominium Association, Inc. were duly approved by the Owners holding more than two-thirds (2/3) of the total Association vote of the Association membership and all required notices were given.

This 20<sup>th</sup> day of November, 2014.

THE BARCLAY CONDOMINIUM ASSOCIATION, INC.

By:

President

Attest:

Secretary

Sworn to and subscribed before me  
this 20<sup>th</sup> day of November, 2014.

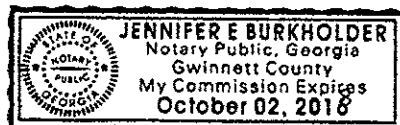
Donna L. Furnus

Witness

Notary Public

[NOTARY SEAL]

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[CORPORATE SEAL]



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[SPACE ABOVE RESERVED FOR RECORDING DATA]

Return to: Weissman, Nowack, Curry, & Wilco, P. C.  
One Alliance Center, 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, Georgia 30326  
Attention: George E. Nowack, Jr.

STATE OF GEORGIA  
COUNTY OF FULTON

Reference: Deed Book:7205  
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**AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION  
OF CONDOMINIUM FOR THE BARCLAY IN BUCKHEAD PINES, A CONDOMINIUM  
and BYLAWS OF THE BARCLAY CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, Robert Sheridan & Partners/The Barclay, a Georgia limited partnership, filed a Declaration of Condominium for The Barclay in Buckhead Pines, a Condominium on March 30, 1979 in Deed Book 7205 at Page 457 of the Fulton County, Georgia land records ("Original Declaration").

**WHEREAS**, the Original Declaration was stricken in its entirety and replaced by the Amended and Restated Declaration of Condominium for The Barclay in Buckhead Pines, a Condominium, recorded on April 16, 2008 in Deed Book 46614 at Page 298 of the Fulton County, Georgia land records ("Restated Declaration"); and

**WHEREAS**, Exhibit "D" of the Restated Declaration is the Bylaws of The Barclay Condominium Association, Inc. ("Bylaws"); and

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**NOTE:** This document is being re-recorded to correct typographical and non-substantive errors in the document recorded in Deed Book 54283, Page 33.

WHEREAS, Paragraph 21 of the Restated Declaration provides for its amendment with the approval of two-thirds (2/3) of the total Association vote; and

WHEREAS, Paragraph 5E of the Bylaws provides for its amendment with the approval of Owners holding two-thirds (2/3) of the total Association vote; and

WHEREAS, the following amendments to the Restated Declaration and Bylaws were approved by Owners holding more than two-thirds (2/3) of the total Association vote.

NOW, THEREFORE, the Amended and Restated Declaration of Condominium for The Barclay in Buckhead Pines, a Condominium and Bylaws of The Barclay Condominium Association, Inc. are hereby amended as follows:

1.

Section 11 Paragraph B(3) of the Declaration is amended by adding the following after the word "herein": "No colored light shall be installed in a permanent light fixture. The maximum wattage of a light installed in a permanent light fixture shall not exceed 100 watts. A reasonable number of temporary string lights, colored and clear, may be placed on a balcony between November 25<sup>th</sup> and January 5<sup>th</sup>

As amended, Section 11 Paragraph B(3) of the Declaration shall read:

erect, place or post any object, sign, clothesline, speaker, playground equipment, light, storm door or window, fountain, flag, personalized or customized exterior door mat, or thing on the exterior or roof(s) of the building(s), in any windows (other than appropriate window treatments as provided herein). No colored light shall be installed in a permanent light fixture. The maximum wattage of a light installed in a permanent light fixture shall not exceed 100 watts. A reasonable number of temporary string lights, colored and clear, may be placed on a balcony between November 25<sup>th</sup> and January 5<sup>th</sup> on any Limited Common Elements, or on any other Common Elements.

2.

The last sentence of Section 12 Paragraph F(2) of the Declaration is amended by adding the words "or ceiling" after the word "floor".

As amended, Section 12 Paragraph F(2) of the Declaration shall read:

Penetration of the surfaces of a balcony or patio wall, floor or ceiling is prohibited.

3.

The first sentence of Section 12 Paragraph I of the Declaration is amended by adding after the word "cats" the following: "rats, spiders, snakes and rabbits,".

As amended, Section 12 Paragraph J should read:

Dogs, cats, rats, spiders, snakes and rabbits are not permitted in any Unit or on the Common Elements. However, a reasonable number of generally recognized household pets, other than dogs and cats, weighting less than two (2) pounds, such as fish, hamsters, birds, or gerbils may be kept in an Owner's Unit.

4.

The last sentence of the second paragraph of Section 12 Paragraph J of the Declaration is amended by striking the number "14" and replacing it with the number "31".

As amended, that sentence shall read:

Disabled and stored vehicles are prohibited from being parked on the Condominium Property. For the purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains on the Condominium Property for thirty-one (31) consecutive days or longer without prior written consent of the Board.

5.

The word "incinerators" that appears in the second sentence of Section 12 Paragraph M of the Declaration is deleted.

As amended, Section 12 Paragraph M of the Declaration shall read:

All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed on the Common Elements or Limited Common Elements outside the Unit temporarily or otherwise, except in trash dumpsters, trash chutes, or compactors. Rubbish, trash, and garbage shall be disposed of in appropriate sealed bags and either placed in the trash dumpster, trash chutes, or compactor, or proper receptacles designated by the Board for collection or removal from the Condominium.

## 6.

Section 12 Paragraph Q of the Declaration is amended by adding the following after the word "blankets" at the end of the first sentence: "and the floor with appropriate mats."

As amended, Section 12 Paragraph Q of the Declaration shall read:

Elevators may not be used for moving furniture in or out of the Condominium except during hours to be determined by the Board of Directors; provided that an Owner or Occupant reserves a date and time with the Board of Directors to use the elevators for moving furniture in or out of the Condominium and provided that during such moving, the walls of the elevators being used for such purpose shall be covered with padded blankets and the floor with appropriate mats. The Board of Directors, in its sole discretion, may require a non-refundable fee prior to using an elevator for moving furniture, construction materials or other over-sized items.

## 7.

Section 12 Paragraph S of the Declaration is amended by adding the following after the word "blankets" at the end of the second sentence of that Paragraph: "and the floor with appropriate mats".

As amended, Section 12 Paragraph S of the Declaration shall read:

A Unit Owner or Occupant shall not move furniture, construction materials, and other over-sized items in or out of the Condominium except during such hours and according to requirements to be determined by the Board of Directors. Furthermore, an Owner or Occupant shall reserve a date and time with the Board of Directors to use the elevators for moving furniture, construction materials, and other over-sized items in or out of the Condominium, and during such use of the elevators, the walls of the elevators being used for such purpose shall be covered with padded blankets and the floor with appropriate mats. The Board of Directors, in its sole discretion, may require a non-refundable security deposit prior to using an elevator for moving furniture, construction materials or other over-sized items.

## 8.

Section 12 Paragraph U of the Declaration is amended by adding after the words "devices" at the end of the first sentence: "for the benefit of all Homeowners."

As amended, the first Paragraph of Section 12 Paragraph U of the Declaration shall read:

Except as provided below, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such devices for the benefit of all Homeowners.

9.

Section 13 Paragraph A(4) of the Declaration is amended by adding "Domestic Partner" and "or Domestic Partner of the Owner."

As amended, Section 13 Paragraph A(4) of the Declaration shall read:

"Leasing" means the regular, exclusive occupancy of a Unit by any person(s) other than: (1) the Owner, Domestic Partner, or a parent, child or spouse of an Owner or Domestic Partner of an Owner, or (2) a person who occupies the Unit with the Unit Owner or parent, child or spouse of the Owner or Domestic Partner of the Owner occupying the Unit as his or her primary residence.

10.

The fourth paragraph of Section 13 Paragraph B of the Declaration is amended by adding after the word "Spouse" on the third line of the fourth paragraph the words: "or Domestic Partner."

As amended, the fourth paragraph of Section 13 Paragraph B of the Declaration shall read:

Leasing permits and hardship leasing permits are automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the Unit to a third party (excluding sale or transfers to an Owner's spouse or Domestic Partner); or (2) the failure of an Owner to lease his or her Unit for one hundred twenty (120) consecutive days at any time after the issuance of a leasing permit.

11.

Section 2 Paragraph A of the Bylaws is amended by adding to the end of the last sentence the words "or religious holiday."

As amended, Section 2 Paragraph A of the Bylaws shall read:

The purpose of the annual membership meeting shall be to elect Directors of the corporation and conduct other business that shall come before the meeting. The regular annual membership meeting shall be called 60 days before or after the close of the Association's fiscal year with the date, time, and location to be set by the Board of Directors. No annual membership meeting shall be set on a legal or religious holiday.

12.

Section 2 Paragraph E of the Bylaws is amended by deleting the word "Owners" in the first sentence and replacing it with the word "Persons".

As amended, Section 2 Paragraph E of the Bylaws shall read:

The presence in person or by proxy at the beginning of the meeting of Persons entitled to cast 10% of the eligible vote of the Association shall constitute a quorum. Once a quorum is established for a meeting, it shall conclusively be presumed to exist until the meeting is adjourned and shall not need to be re-established. In establishing the total number of eligible votes for a quorum, if a Unit is shown on the Association's books and records to be more than 30 days past due in any assessment or charge, or if the voting rights for a Unit have been suspended, that Unit shall not be counted as an eligible vote.

13.

Section 3 Paragraph A(7) of the Bylaws is amended by striking that Paragraph in its entirety and replacing it with the following:

The Board shall appoint a Nomination Committee no less than 120 days before the annual meeting for the purpose of selecting nominees for the Board of Directors. The list of nominees shall be announced to the Members no less than 45 days before the annual meeting. A person not named by the Nominating Committee can be added to the ballot. Upon the receipt of a petition signed by eligible Owners holding at least 33% of the total votes in the Association, The petition must be received by the Secretary of the Board of Directors no less than 30 days from the date of the annual meeting. The list of nominees shall be included with the notice of the annual meeting. Nominations from the floor at the annual meeting will not be accepted. Each nominee shall be permitted to provide a statement, not exceeding 250 words, communicating his or her qualifications to be included with the notice of the meeting. The Board shall decide if voting will take place at the annual meeting or by ballot in advance of the annual meeting as permitted by Section 2H of these Bylaws, in which case the result of the voting will be announced at the annual meeting.

14.

Section 3 Paragraph C(1)(m) of the Bylaws is amended by adding to the end of that Paragraph: "except that no Owner or Occupant shall be engaged for compensation of any type; and".

As amended, Section 3 Paragraph C(1)(m) of the Bylaws shall read:

designate, hire, dismiss and contract with the personnel necessary to operate the Association and the personnel necessary to maintain, repair, replace, and improve the Area of Common Responsibility and, where appropriate, compensate such personnel, except that no Owner or Occupant shall be engaged for compensation of any type; and

15.

Section 3 Paragraph C(2) of the Bylaws is amended by deleting the first sentence in its entirety and replacing it with: "The Association's Board of Directors shall be required to have a professional on-site manager to be compensated as established by the Board of Directors and to perform such duties and services as the Board shall authorize."

17.

Section 3 Paragraph C(2) of the Bylaws is further amended by deleting the word "one" at the end of the last sentence and replacing it with the word "two".

As amended, Section 3 Paragraph C(2) of the Bylaws shall read:

The Association Board of Directors shall be required to have a professional on-site manager to be compensated as established by the Board of Directors and to perform such duties and services as the Board shall authorize. The Board shall use reasonable efforts to provide for termination of any such management contract with or without cause and without penalty, upon no more than thirty-days written notice and for a term not in excess of two years.

18.

Section 5 Paragraph F of the Bylaws is amended by adding to the end of the first sentence of the second Paragraph the words "or Personnel."

As amended, the second Paragraph of Section 5 Paragraph F of the Bylaws shall read:

Notwithstanding anything to the contrary, the Board may limit or preclude the inspection of confidential or privileged documents, including but not limited to, attorney/client privileged communication, executive session meeting minutes, and financial records or accounts of other Owners or Personnel. Minutes of all meetings of the membership and the Board become official Association records when approved by the membership or the Board, as applicable.

19.

Section 5 Paragraph G of the Bylaws is amended by striking the last comma in that Paragraph.

As amended, Section 5 Paragraph G of the Bylaws shall read:

The duties and powers of the Association shall be those set forth in the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation, and these Bylaws, together with those reasonably implied to affect the purposes of the Association. If there is a conflict or inconsistency between the Act, the Georgia Nonprofit Corporation Code, the Declaration, the Articles of Incorporation or these Bylaws, such laws and documents, in that order shall prevail.

IN WITNESS WHEREOF, the undersigned Officers of The Barclay Condominium Association, Inc., hereby certify that the Amendments to the Declaration of Condominium for The Barclay in Buckhead Pines, a Condominium and the Bylaws of The Barclay Condominium Association, Inc. were duly approved by the Owners holding more than two-thirds (2/3) of the total Association vote of the Association membership and all required notices were given.

This 29th day of October, 2014.

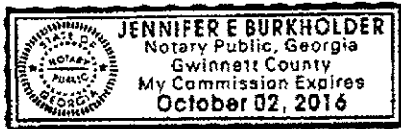
THE BARCLAY CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
President  
Attest: [Signature]  
Secretary

[CORPORATE SEAL]

Sworn to and subscribed before me  
this 29th day of October, 2014.

[Signature]  
Witness  
[Signature]  
Notary Public  
[NOTARY SEAL]



Deed Book 54324 Pg. 448  
Catherine Robinson  
Clerk of Superior Court  
Fulton County, Georgia



Please return to:  
Jonathan F. Young, Esq.  
Weissman, Nowack, Curry & Wilco  
One Alliance Center, 4<sup>th</sup> Floor  
3500 Lenox Road  
Atlanta, GA 30326  
7100123764

Note to Clerk:  
Please cross-reference to that certain Security Deed  
recorded in Deed Book 39147, Page 146, Fulton County,  
Georgia Records

STATE OF GEORGIA  
COUNTY OF FULTON

#### WARRANTY DEED IN LIEU OF FORECLOSURE

THIS INDENTURE is made as of the 22<sup>nd</sup> day of September, 2014, by and between **Colette M. Coley**, an individual resident of the State of Georgia, as party or parties of the first part, hereinafter referred to as "Grantor", and **Wells Fargo Bank, National Association, as Trustee for Park Place Securities, Inc. Asset-Backed Pass-Through Certificates Series 2005-WCH1**, as party or parties of the second part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following described property:

**All that tract or parcel of land lying and being in Land Lot 193 of the 14<sup>th</sup> District, Fulton County, Georgia, being Lot 59, Carriage Colony, Unit Four, Section Two, as per plat recorded at Plat Book 82, Page 15, Fulton County, Georgia records, to which reference is made for the purpose for incorporating the same as a part herein.**

Together with all of Grantor's right, title and interest in the buildings, improvements and public roads and streets adjoining said property and the premises.

This Deed is an absolute conveyance by the Grantor to the Grantee of all right, title and interest in the above property, including specifically, but without limitation, any equity or rights of redemption of Grantor in the above property. This Deed is given for fair and adequate consideration, such consideration, in addition to that recited above, being that this conveyance is made in lieu of the foreclosure by Grantee of that certain Security Deed from Collette M. Coley to Argent Mortgage Company, LLC, dated December 8, 2004, recorded January 3, 2005, in Deed Book 39147, Page 146, Fulton County, Georgia Records, as may have been modified (the "Security Deed"), securing a Note in

the original principal amount of \$131,500.00, as assigned to Grantee by instrument recorded or to be recorded in the aforesaid records. Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, other than this Deed, between Grantor and Grantee with respect to the real estate described herein.

This conveyance by the Grantor to the Grantee is subject to the aforementioned Security Deed. No merger of the estates conveyed by this Deed and the aforementioned Security Deed is intended by the Grantee's acceptance of this Deed, and the parties acknowledge and agree that the security title and lien of the Security Deed, on the one hand, and the title to the above property, on the other hand, shall be and remain at all times separate and distinct. The security title and lien of the Security Deed shall remain in full force and effect until such time as the Grantee or its successors and assigns shall duly execute and record a satisfaction thereof. In addition, Grantor understands that Grantor must vacate the above premises on or before the date of this Deed, or else this Deed will not be accepted by Grantee.

TO HAVE AND HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

GRANTOR, for Grantor, and for Grantor's heirs and assigns, does hereby covenant and agree to and with Grantee that Grantor is lawfully seized and possessed of the above property; that Grantor has full power and lawful authority to sell and convey the same; that title thereto is free, clear and unencumbered; and that Grantor will forever warrant and defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Patricia Richards  
Unofficial Witness

Collette Hilary (SEAL)  
Collette M. Coley  
w/k/a Collette Hilary

Priscilla Kitchens

Notary Public

My Commission Expires: August 10, 2015

[NOTARY SEAL]

PRISCILLA KITCHENS

NOTARY PUBLIC

FULTON COUNTY, GEORGIA

MY COMMISSION EXPIRES AUGUST 10, 2015

Deed Book 54324 Pg. 450  
Catherine Robinson  
Clerk of Superior Court  
Fulton County, Georgia

