



**THIRD AMENDMENT TO THE
CONDOMINIUM DECLARATION FOR
MERCER SQUARE CONDOMINIUMS**

THIS THIRD AMENDMENT TO CONDOMINIUM DECLARATION FOR MERCER SQUARE CONDOMINIUMS (this "Amendment") is made effective this 8th day of September, 2008, by CLYDE LANE CONDOMINIUM DEVELOPMENT, L.P., a Georgia limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Condominium Declaration for Mercer Square Condominiums dated October 13, 2006 which was recorded under Document No. 200600387407 in the Official Public Records of Dallas County, Texas (the "Original Declaration"), which Original Declaration created a condominium regime pursuant to the provisions of Chapter 82, The Uniform Condominium Act of the Texas Property Code;

WHEREAS, the Original Declaration has previously been amended pursuant to (a) a First Amendment to Condominium Declaration for Mercer Square Condominiums dated on or about December 18, 2006 and recorded under Document No. 200600468151 in the Official Public Records of Dallas County, Texas (the "First Amendment") and (b) a Second Amendment to Condominium Declaration for Mercer Square Condominiums dated on or about June 25, 2007 and recorded under Document No. 20070229277 in the Official Public Records of Dallas County, Texas (the "Second Amendment", with the Original Declaration, as amended by the First Amendment and the Second Amendment, being herein called the "Declaration") (capitalized terms used herein having the same meaning here as in the Declaration);

WHEREAS, from the date of the Declaration and continuing through the date hereof, Declarant has remained and is the Declarant under the Declaration and is entitled to exercise the rights of Declarant thereunder, including without limitation exercising the right of Declarant under Section 10.2(a) of the Declaration to unilaterally amend the Declaration as long as Declarant owns a Unit and if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on Units;

WHEREAS, as of the date hereof, Declarant owns at least one (1) Unit and desires to amend the Declaration to make certain changes required by an institutional lender or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on Units;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Section 3.1(c) of the Declaration is amended and restated to read as follows:

“(c) Units may be leased; however, no lease shall be made for transient or hotel purposes or for any term of less than six (6) months (except for leases by Declarant or leases by a Mortgagee following a foreclosure of liens securing Lien Indebtedness). No Owner shall lease less than an entire Unit. Each lease must be in writing, shall state that it is subject in all respects to the provisions of this Declaration, the Bylaws and the Regulations, and shall provide that any failure by the Tenant thereunder to comply with the terms and provisions of this Declaration, the Bylaws or the Regulations shall be and constitute a default under such lease. A copy of each lease shall be submitted to the Association promptly following execution.”

2. The following new Section 4.4 is added to the Declaration:

“**Section 4.4 Books and Records; Financial Statements.** The Association will maintain copies of the Declaration, the Association Articles of Incorporation, Bylaws and Regulations, as each may be amended from time to time, and the Association’s books, records, and financial statements. The Declaration and the documents, books, records and financial statements of the Association will be made available to Owners, Mortgagees and potential purchasers during normal business hours. If a Mortgagee submits a written request, the Association will give the Mortgagee an audited statement for the preceding fiscal year within one hundred and twenty (120) days after the Association’s fiscal year-end.”

3. The following new Section 4.5 is added to the Declaration:

“**Section 4.5 Declarant Contracts** Any management contract or employment contract entered into by the Association during the period of Declarant Control may not require more than ninety (90) days’ notice to terminate or payment of a termination penalty. In addition, any contract or lease, including franchises and licenses, to which Declarant or any affiliate of Declarant is a party may not require more than ninety (90) days’ notice to terminate or payment of a termination penalty.”

4. Section 5.4(a) is amended and restated to read as follows:

“(a) Commencing upon the first conveyance of any Unit to an Owner other than the Declarant, the Association shall obtain and maintain, as a Common Expense, insurance coverage required pursuant to Section 82.111 of the Act and such additional coverage as the Association deems appropriate. In addition, unless coverage is not available or has been waived in writing, the Association will maintain any reasonable insurance and bond for condominium developments required by any Mortgagee that is a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as the Federal Home Loan Mortgage Corporation or Federal

National Mortgage Association, and must try to comply with any notifications or processes required by any such Mortgagee.”

5. The following new Section 5.4(h) is added to the Declaration:

“(h) To the extent it is reasonably available, the Association will maintain directors and officers’ liability insurance, indemnity bonds, or other insurance the Board of Directors deems advisable to insure the Association’s directors, officers, committee members, and managers against liability for any act or omission in carrying out their duties in those capacities.”

6. The following new Section 5.4(i) is added to the Declaration:

“(i) The Association will maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for his services. The bond or policy shall name the Association as an obligee or insured and should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including reserve funds, that will be in the Association’s custody at any time the policy is in force; or (ii) an amount equal to three (3) months of regular assessments on all Units. A management agent that handles Association funds should be covered by its own fidelity insurance policy with the same coverages. The premiums on all bonds and insurance required under this subsection and subsection (h) above, except those maintained by any management agent, shall be a Common Expense. If available, the bonds and insurance required under this subsection and subsection (h) above shall provide that they may not be cancelled or substantially modified without at least 30 days’ prior written notice to the Association, except in the case of non-payment of premium in which case notice shall be 10 days.”

7. The following new Section 7.1(e) is added to the Declaration.

“(e) Any restoration or repair of the Improvements after casualty damage shall be substantially in accordance with the Declaration and the original plans and specification unless the approval is obtained of Mortgagees holding first priority Lien Indebtedness on Units to which at least fifty-one percent (51%) of the votes of Units subject to such first priority Lien Indebtedness are allocated.”

8. Section 10.9 of the Declaration is amended and restated to read as follows:

“**Section 10.9 Notice to Mortgagees.** The Association shall give all Mortgagees fifteen (15) days’ written notice of any proposed action which requires the consent of a specified percentage of Mortgagees pursuant to this Declaration. Further, in addition to the notices required to be given to Mortgagees as set forth elsewhere in this Declaration, the Association will send timely written notice to any Mortgagee who has requested such notice of any proposed amendment to this Declaration effecting a change in (i) the boundaries of any Unit or any exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements pertaining to any Unit or the liability for Common

Expenses, (iii) the number of votes in the Association appertaining to any Unit or (iv) the purpose for which any Unit or the Common Elements are restricted.”

9. Declarant hereby waives any Development Right or Special Declarant Right to do the following: (a) add real property to the Condominium; (b) convert Common Elements into Units or Limited Common Elements; (c) withdraw land from the Condominium; (d) use easements through the Common Elements for the purpose of making improvements within the Condominium or the Property; or (e) convert a Unit into (i) two or more Units, (ii) Common Elements, or (iii) two or more Units and Common Elements.

10. Except as expressly amended hereby, the Declaration shall remain in full force and effect. The Declaration, as hereby amended, is in all respects ratified and confirmed and remains in full force and effect.

11. The term "Declaration" as used in the Declaration shall mean the Declaration described in the introductory paragraph of this Amendment, as amended by this Amendment.

[signature on following page]


Executed as of the date first set forth above.

DECLARANT

Clyde Lane Condominium Development, L.P.,
a Georgia limited partnership

By: Clyde Lane Condominium Development GP, LLC,
a Georgia limited liability company, its sole general partner

By: Post Services, Inc.,
a Georgia corporation, its sole member

By: 
Name: David C. Ward
Title: Executive Vice President

THE STATE OF TEXAS
COUNTY OF DALLAS

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This instrument was acknowledged on September 8th 2008, by David C. Ward, Executive Vice President of Post Services, Inc., a Georgia corporation, on behalf of said corporation as the sole member of Clyde Lane Condominium Development GP, LLC, a Georgia limited liability company, on behalf of said limited liability company as the sole general partner on behalf of Clyde Lane Condominium Development, L.P., a Georgia limited partnership.



Paula Rodgers
Notary Public, State of TEXAS

Printed Name: Paula Rodgers


My Commission Expires: 04-07-2010

AFTER RECORDING, RETURN TO:
POST PROPERTIES, INC.
ATTN: DONNA S. WILLIAMS
4401 NORTHSIDE PARKWAY, SUITE 800
ATLANTA, GA 30327-3057

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS


John F. Warren, County Clerk
Dallas County TEXAS

September 16, 2008 12:43:57

FEE: \$32.00

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