


After Recording Return To:
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BEVERLY LOGAN
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AMENDED AND RESTATED
DECLARATION
OF
AMSP PROPERTIES, LLC, a Georgia Limited Liability Company
FOR
ATHENS MEDICAL SPECIALTY PARK, a Condominium Development

THIS AMENDED AND RESTATED DECLARATION is made by AMSP PROPERTIES, LLC, a Georgia Limited Liability Company (the "Declarant") for the purpose of submitting, and the Declarant does hereby submit, the submitted property to the provisions of the Georgia Condominium Act (the "Act"). All of the Unit Owners of the Condominium join in the execution and recordation of this Amended and Restated Declaration.

THIS Amended and Restated Declaration of AMSP Properties, LLC, a Georgia limited Liability Company for Athens Medical Specialty Park, a Condominium Development, supersedes and replaces that certain Declaration of AMSP Properties, LLC, a Georgia Limited Liability Company for Athens Medical Specialty Park, a Condominium Development, dated February 19, 2001, recorded in Deed Book 1992, page 267, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, as amended by that certain First Amendment to Declaration of AMSP Properties, LLC, a Georgia Limited Liability Company for Athens Medical Specialty Park, a Condominium Development, dated July 23, 2001 and recorded in Deed Book 2056, page 110, aforesaid records, (collectively the "Original Declaration").

1. Definitions. The terms defined in the Georgia Condominium Act as set forth in O.C.G.A. §44-3-71 shall have the meanings therein specified wherever they appear in the condominium instruments unless the context otherwise requires.

2. Name. The name of the condominium is "Athens Medical Specialty Park Condominiums."

3. Description of Submitted Property. The submitted property is in Athens-Clarke County, Georgia and consists of the land described on Exhibit "A" attached hereto.

4. Unit Information. The schedule attached hereto as Exhibit "B" and incorporated herein by this reference sets forth for each condominium unit its identifying number, undivided interest in the common elements, number of votes in the Association, and share of liability for common expenses. All unit owners, by virtue of their estate or interest in a unit in the condominium, are members of the Association.

5. Unit Boundaries. (a) Except for Subdivision Units, the vertical and lateral boundaries of each unit are as described by metes and bounds on that certain plat of survey prepared by Jordan, Jones & Goulding dated January, 2001, surveyed by Carroll Surveying, LLC recorded in Condominium Plat Book 2, page 7, Athens-Clarke County, Georgia records which metes and bounds descriptions are hereby published by reference thereto and specifically made a part hereof. The units do not have any horizontal boundaries and the property right of the owner of a unit extends downward indefinitely and upward indefinitely.

(b) Pursuant to O.C.G.A. Section 44-3-75(a)(4), for purposes of the Act only, structures, fixtures, and improvements within the boundaries of a unit shall not be deemed a part of the unit. This provision is included for the sole purpose of compliance with O.C.G.A. Section 44-3-83(a), which prohibits the commencement of construction of structural improvements which constitute part of a unit after recording of the plats. Notwithstanding the foregoing, for purposes of determining ownership and for conveyancing, all buildings, fixtures, and other improvements located on the unit shall be conclusively deemed to be permanently attached to the unit, and all references to the unit in deeds, security deeds, and any other instrument shall be deemed to include all buildings, fixtures, and other improvements located on the unit without regard to whether specific reference thereto is made therein.

(c) Pursuant to O.C.G.A. Section 44-3-75(a)(3), if any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus are partially inside and partially outside of the designated boundaries of a unit, any portions thereof serving only that unit shall be deemed a part of that unit, but any portions thereof serving more than one unit or any portion of the common elements shall be deemed a part of the common elements.

6. Common Elements. All portions of the submitted property other than the units are deemed common elements.

7. Limited Common Elements. Supplementing the provisions of the Act, ownership of each unit shall entitle the owner thereof to the exclusive use of those portions of the common elements consisting of (a) any heating and/or air conditioning

compressors, units, components, or other apparatus serving such unit which may be located beyond the boundaries thereof; (b) any entrance way, stairways and appurtenant facilities and fixtures providing direct access to the units; (c) any patio or balcony, together with the enclosure therefor, now or hereafter located in whole or in part adjacent to a unit and (d) the exterior walls and surfaces (except for exterior doors and glass surfaces, such as windows), serving each Subdivision Unit [as defined in Section 27 hereof] of all Buildings. In the event that any of the items described herein or in the Act serve one (1) or more units but less than all of the units, such items shall be limited common elements appurtenant to the unit or units served thereby.

8. The Condominium Association. (a) The Condominium Association, named "Athens Medical Specialty Park Condominium Association, Inc." has been incorporated as a nonprofit membership corporation under the Georgia Nonprofit Corporation Code. The organization of the Association has been duly effectuated, including appointment of the first Board of Directors and election of its initial officers. The Declarant shall not have the authority to appoint and remove members of the Association's Board of Directors pursuant to the provisions of O.C.G.A. Section 44-3-101. No limitations or restrictions on the powers of the Association or its Board of Directors are provided herein.

(b) Each unit owner shall automatically be a member of the Association, which membership shall continue during the period of ownership by such unit owner. The number of votes in the Association allocated to each unit is set forth on Exhibit "B". Votes shall be cast pursuant to such rules and regulations as are contained in the bylaws of the Association, as amended from time to time or by law.

9. Assessments and Allocation of Liability for Common Expenses. (a) The Association acting by and through its duly elected Board of Directors shall have the power and duty to impose assessments against each owner, which assessments are a lien against the unit, and are the personal obligation of the owner of the unit against whom they are assessed. Each owner of any unit agrees to pay same by acceptance of a deed to the unit. The obligation and the lien for assessments shall also include (i) a late or delinquency charge in the amount of the greater of Ten DOLLARS (\$10.00) or ten percent (10%) of the amount of each assessment or installment not paid when due; (ii) interest on each assessment or installment not paid when due, and on any delinquency fee or late charge appertaining thereto from the date the charge was first due and payable, at the rate of ten percent (10%) per annum; (iii) the costs of collection, including court costs, the expenses of sale, any expense required for the protection and preservation of the unit, and reasonable attorney's fees actually incurred; and (iv) the fair rental value of the unit

from the time of institution of suit until the sale at foreclosure or until the judgment rendered in the action is otherwise satisfied.

(b) Except as provided herein, pursuant to O.C.G.A. Section 44-3-80, each unit is hereby assessed liability for common expenses in proportion to such unit's undivided interest in the common elements as shown on Exhibit "B" attached hereto. All owners of units shall pay such assessments within ten (10) days after the date hereof. The provisions of O.C.G.A. Section 44-3-80 shall apply, where appropriate, to the determination of common expenses. Pursuant to O.C.G.A. Section 44-3-80, those common expenses benefitting less than all of the units may be specially assessed equitably among the condominium units so benefitted.

(c) In addition to the assessments as provided above, the Board of Directors shall have the power and authority to impose special assessments against unit owners if in the opinion of said Board a special assessment is necessary to pay special debts or expenses of the Association or to pay such other expenses reasonably necessary to preserve the condominium; provided, however, no such special assessment shall be levied until approved by the affirmative vote of all unit owners.

(d) All assessments (except special assessments which shall be paid with one payment) shall be paid in installments as established by the Board of Directors. The lien for assessments shall be prior to all other liens and encumbrances, except liens for ad valorem taxes on the condominium unit and the lien created pursuant to a first mortgage on the unit, as provided in the Act.

(e) In the event that the holder of a first priority, or secondary purchase money, mortgage of record, or other person acquires title to any condominium unit as a result of foreclosure of a first priority, or secondary purchase money mortgage pursuant to O.C.G.A. Section 44-3-109(a) such holder or other person, his or its successors, successors-in-title and assigns, shall not be liable for, nor shall such condominium unit be subject to a lien for, any assessment hereunder or under any condominium instrument chargeable to such condominium unit on account of any period prior to such acquisition of title; provided, however, that such unpaid share of any assessment or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such holder or other person, his or its successors, successors-in-title, and assigns.

10. Maintenance and Repair. (a) The Association shall perform all maintenance, repair and replacement required to keep all portions of the common elements, other than limited common elements, in good condition. No diminution or abatement of

assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Act or this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

(b) Each unit owner shall perform all maintenance, repair, and replacement required to keep all portions of his unit and all improvements and fixtures thereon and all limited common elements assigned thereto in good condition. Each unit owner shall perform his responsibilities in such a manner so as not to unreasonably disturb other persons in other units. Each unit owner shall promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible. The Association shall have the right but not the obligation to perform any maintenance, repair, or replacement which is the responsibility of the unit owner if the unit owner fails or refuses to do so, and in such event the unit owner shall be obligated to pay for the cost incurred by the Association for such work. Each unit owner shall also be obligated to pay for the cost of repairing, replacing, or maintaining any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such unit owner or any of his occupants. The cost of any such repair, replacement, or maintenance shall be added to and become part of the assessment or portion thereof next coming due to which the unit owner is subject.

11. Insurance and Casualty Losses. (a) The Association shall obtain casualty policies affording fire and extended coverage insurance for and in an amount consonant with the full replacement value of all structures within the condominium, excluding however from such coverage (A) improvements made by unit owners (which shall be deemed to include all buildings, fixtures, and other things located on the units, things which are deemed part of a unit pursuant to O.C.G.A. Section 44-3-75(a)(3), and limited common elements appertaining to a unit), and (B) structures covered by builder's risk insurance, such coverage to be in an amount consonant with the full replacement value thereof, but only during such period of time as the builder's risk insurance remains in full force and effect and only on the condition that the Association is named as an additional insured.

(b) The Association shall also obtain a liability insurance policy or policies, in amounts determined by the board of directors, but not less than \$500,000 for injury, including death, to a single person; \$1,000,000 for injury or injuries,

including death, arising out of a single occurrence; and \$50,000 for property damage, which shall cover the Association, its officers, directors, agents, employees, all unit owners and other persons entitled to occupy any unit or other portion of the condominium, with cross liability endorsement to the extent reasonably feasible to cover liability of the unit owners as a group to a unit owner.

(c) Premiums for all such insurance shall be common expenses. All such insurance coverage obtained by the Association shall be written in the name of the Association as trustee for each of the unit owners in their respective percentages of undivided interest in and to the common elements. Such insurance shall be governed by the provisions hereinafter set forth.

(i) All policies shall be written with a company or companies licensed to do business in the State of Georgia and holding a rating of "A-" or better by Best's Insurance Reports and the loss payable clause shall include the Condominium Association, by name, as a loss payee.

(ii) All policies shall be for the benefit of the unit owners and their mortgagees as their interests may appear.

(iii) Provision shall be made for the issuance of a certificate of insurance to each unit owner and his mortgagee, if any.

(iv) Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Association; provided, however, that no mortgagee may be prohibited from participating in the settlement negotiations, if any, related thereto.

(v) The Association shall conduct an annual insurance review by one or more qualified persons.

(vi) The Association shall make reasonable effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Association, any officer, director, agent or employee of the Association, the unit owners and their employees, agents and invitees; (2) a waiver by the insurer of its right to repair and reconstruct instead of paying cash; (3) that the policy on the property cannot be canceled, invalidated or suspended on account of the conduct of any officer, director, agent or employee of the Association without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any unit owner or mortgagee.

(d) All insurance policies purchased by and in the name of the Association shall provide that proceeds covering property losses shall be paid to the Association. The Association shall receive such proceeds as are paid and delivered to it and hold same in trust for the benefit of the unit owners and their mortgagees in accordance with the respective undivided interests of the unit owners in and to the common elements. Such proceeds, or such portion thereof as may be required for such purpose, shall be disbursed by the Association in payment of repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying all costs of repairs or reconstruction shall be disbursed to the beneficial unit owners, remittances to unit owners and their mortgagees being payable jointly to them. Notwithstanding the foregoing, in the event of a determination that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such persons as hereinafter provided.

(e) Immediately after any damage or destruction by fire or other casualty to the property covered by insurance written in the name of the Association, the Association shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty with each unit and the common elements having the same vertical and horizontal boundaries as before.

(f) Immediately after substantial damage or destruction by fire or other casualty to any part of the property, the Association shall provide written notice of same to each mortgagee having an interest therein whose name and address have theretofore been furnished to the Association together with a written request for such notice.

(g) Any damage or destruction shall be repaired or reconstructed unless (1) the condominium is terminated as provided herein, (2) the damaged or destroyed portion of the property is withdrawn from the condominium as provided herein, or (3) all unit owners agree not to repair or reconstruct such damage or destruction, pursuant to the provisions of O.C.G.A. Section 44-3-94. Any such determination shall be conclusively made within a period of time which shall in no event exceed 90 days after the casualty. No mortgagee shall have the right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed. Should a determination be made to terminate the condominium, withdraw from the condominium the damaged portion of the property or not to repair or reconstruct the damage or destruction as provided, then the insurance

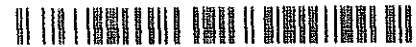
proceeds shall be disbursed by the Association to the beneficial unit owners, remittances to unit owners and their mortgagees being payable jointly to them.

(h) If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Association may levy a special assessment against the unit owners of the damaged or destroyed units, and against all unit owners in the case of damage to the common elements, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. Such assessments, if any, against unit owners for damage to units shall be levied in proportion to the cost of repair and reconstruction of their respective units. Such assessments, if any, against unit owners for damage to the common elements shall be levied in proportion to the unit owners' shares of liability for common expenses not specially assessed. The proceeds from insurance and assessments, if any, received by the Association hereunder when the damage or destruction is to be repaired or reconstructed shall be disbursed as provided for in paragraph (g) above.

(i) The Association shall not be required to obtain casualty, liability, or any other insurance with respect to any buildings, fixtures, or other things located on the units, things which are deemed part of a unit pursuant to O.C.G.A. Section 44-3-75(a)(3), or limited common elements appertaining to a unit. Each unit owner shall be responsible for obtaining such insurance if any, as he deems appropriate with respect to the foregoing.

12. Eminent Domain. In the event of taking by condemnation of any unit or any common elements, the provisions of O.C.G.A. Section 44-3-97 shall govern and control the rights and duties of the unit owners and Association.

13. Use Restrictions. (a) Every unit owner and his invitees shall have a right and easement of use and enjoyment in and to the common elements (including the right of access, ingress and egress to and from his unit over those portions of the property designated for such purpose), and such easement shall be appurtenant to and shall pass with the title to every condominium unit, subject to the following provisions and limitations: the right of the Association to control the use and enjoyment thereof as provided by the terms of this Declaration which shall include but not be limited to the right of the Association to limit the use and enjoyment thereof to the unit owners and their respective invitees, as well as to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by a unit owner and his invitees; the right of unit owners



to the exclusive use of the limited common elements appurtenant to their respective units; the right of the Association, in accordance with the bylaws, to make and to enforce reasonable rules and regulations governing the use of the units and the common elements; the right to enter into units and onto limited common elements for emergency, security, and safety purposes, which rights may be exercised by the Association's Board of Directors, officers, agents, employees, members, and all policemen, firemen, ambulance, and similar emergency personnel in the performance of their respective duties.

(b) Automobiles shall be operated and parked only upon those portions of the common elements designated for such purpose by the plat or by the Board of Directors. No vehicles or contrivances other than delivery vehicles, automobiles, and other vehicles for the transportation of people shall be operated or parked on the condominium.

(c) The units may not be used for any purpose other than the rendering of medical and dental care by physicians and dentists currently licensed to do so under the laws of Georgia, and for purposes reasonably incidental thereto; provided however, the Board of Directors may permit any other use that the Board deems is a use that incidentally supports or complements medical or dental care.

(d) Use restrictions and rules and regulations may be enforced by the imposition of reasonable monetary fines and suspension of use and voting privileges as provided in O.C.G.A. Section 44-3-76. These powers, however, shall not be construed as limiting any other legal means of enforcing the use restrictions or rules and regulations of the Association. Any fines so imposed shall be considered an assessment against the unit and may be collected in the manner provided for collection or other assessments.

14. Restrictions Regarding Construction. (a) A unit consists of a tract of land upon which the owner may construct a medical or dental office building and incidental facilities ("Building"). The following restrictions apply to each Building.

(b) The square footage of the exterior footprint of the first floor of any Building on a unit shall not exceed the square footage of such unit as shown on the condominium plat (as measured pursuant to the applicable provisions of the Code of Athens-Clarke County.)

(c) No part of a Building or other improvement on a unit may extend outside the vertical boundaries of the unit; provided however, each unit is hereby granted a perpetual encroachment easement over any common element that a Building or

other improvement may encroach thereon provided that the Board of Directors determines that such encroachment is minor in nature and does not substantially impair the rights of other unit owners relative to the common element encroached thereon.

(d) No Building may be more than two stories in height above ground level; provided, however, the use of the second story of any Building shall be limited to administrative and related purposes and may not be used for treatment of patients or patient care.

15. Attachment to Adjoining Property. The owner of any unit, a vertical boundary of which coincides with an exterior boundary of the submitted property, may connect the unit and improvements thereon with any property adjoining the submitted property at any point or points along such line of coincidence by means of covered or uncovered walkways, stairways, sidewalks, rooms, or in any other manner, and neither the adjoining property nor the improvements connecting the adjoining property with the unit or improvements thereon shall be deemed a part of the condominium.

16. Association Reserve Fund. The Association may establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common elements. Such reserve fund may be maintained out of regular assessments for common expenses.

17. Easements. The Association, through the Board of Directors, may grant permits, licenses, utility easements, and other easements, permits, or licenses under, through, or over the common elements, as may be reasonably necessary to or desirable for the ongoing development and operation of the condominium.

18. Miscellaneous.

(a) Association Records. The holders of fifty-one percent (51%) or more of first mortgages on the units shall be entitled upon written request, to an audited financial statement of the Association for the immediately preceding fiscal year prepared at the holders' expense, unless such audited financial statement is otherwise available.

(b) Rights of First Mortgage Holders and Insurers or Guarantors of First Mortgages.

(1) Notice of Action: Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the unit number or address, any such first mortgage holder or insurer or guarantor thereof will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the condominium or any unit on which there is a first mortgage held, insured, or guaranteed by such first mortgage holder or insurer or guarantor, as applicable;

(ii) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage holder or insurer or guarantor thereof, which remains uncured for a period of sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy maintained by the Association;

(iv) Any proposed action which would require the consent of a specified percentage of first mortgage holders.

19. Author. This Declaration was prepared by G. Marcus Hodge of Fortson, Bentley and Griffin, P.A., at 440 College Avenue North, Suite 220, Athens, Georgia 30601.

20. Withdrawal; Termination; Amendment. The rights of the unit owners to terminate the condominium pursuant to O.C.G.A. Section 44-3-98 (a), to withdraw submitted property from the condominium pursuant to O.C.G.A. Section 44-3-99 (a), and to amend the condominium instruments pursuant to O.C.G.A. Section 44-3-93, may be exercised only if agreed to by all unit owners.

21. Notice. Every notice, demand, consent, or other communication authorized or required hereby shall be in writing and shall be deemed to be given when hand delivered or when deposited in the United States registered or certified mail, return receipt requested, with postage prepaid, and addressed to a unit owner at his last address shown on the books and records of the Association.

22. Declarant's Right to Expand the Condominium. Declarant hereby reserves the right to expand the Condominium by submitting additional property upon which additional Condominium Units may be constructed. The provisions with respect to Declarant's right to expand are set forth in Exhibit "C" hereto.

23. Architectural Control. No structure or improvement of any description shall be erected, placed or altered within the unit boundaries, common elements, or limited common elements, as defined in the Declaration, until the construction plans and specifications have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design (including exterior color and texture) with the



overall development plan, and as to location with respect to topography and finish grade elevation.

24. Architectural Control Committee.

(a) Membership. The Architectural Control Committee shall initially be composed of those individuals who are designated as the Managers of Declarant. A majority of the committee may designate a representative with full powers to act for it. In the event of death or resignation of any member of the committee, the Declarant shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

(b) Procedure. All requests that are made or to be made by the various unit owners for the review by the Committee as required herein, shall be in writing and delivered to the Committee in hand or by Registered Mail or by Certified Mail Return Receipt Requested. The Committee's approval or disapproval as required herein shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the covenants contained herein shall be deemed to have been fully complied with.

25. Relocation of Original Unit Boundaries.

Notwithstanding that the boundaries of no other unit in the condominium will be affected thereby, any unit owner shall have the right, upon completion of construction of a Building on their respective unit (referred to in this Section 25 and in Section 26 below as the "Original Unit"), to relocate the boundaries of the Original Unit (the Original Unit, having its boundaries so altered, shall be referred to in this Section 25 and in Sections 26 and 27 below as the "Altered Unit") pursuant to O.C.G.A. §44-3-91 and any restrictions and limitations the condominium instruments may specify, including, without limitation, the following:

(a) A unit owner shall have no right to submit an application for the relocation of the boundaries of the Original Unit pursuant to this Section 25 unless the unit owner shall simultaneously submit an application for the subdivision of the proposed Altered Unit pursuant to Section 26 of this Declaration. In no event shall the boundaries of the Original Unit be relocated pursuant to this Section 25 unless the resulting Altered Unit is simultaneously subdivided pursuant to Section 26 of this Declaration.



(b) The unit owner shall deliver to the Architectural Control Committee a copy of the application for the relocation of boundaries at the same time any such application is submitted to the Association pursuant to O.C.G.A. §44-3-91.

(c) The area lying between the Original Unit and the exterior walls and surfaces of the Building containing the Altered Unit shall become limited common elements appurtenant to the Altered Unit.

(d) There shall be no reallocation of the undivided interest in the common elements, the number of votes in the Association or the share of liability for common expenses with respect to the Altered Unit, and the undivided interest in the common elements, the number of votes in the Association and the share of liability for common expenses allocated to the Altered Unit shall remain the same as allocated to the Original Unit prior to any such relocation of boundaries. Accordingly, any amendment to this Declaration to reflect the relocation of boundaries pursuant to this Section 25 shall state that no change is made in the allocation of the undivided interest in the common elements, the number of votes in the Association or the share of liability for common expenses with respect to the Altered Unit.

26. Subdivision of Altered Unit. A unit owner shall have the right, upon substantial completion of construction of a Building on their Original Unit, to subdivide the Altered Unit pursuant to O.C.G.A. §44-3-92 and any restrictions and limitations the condominium instruments may specify, including, without limitation, the following:

(a) A unit owner shall have no right to submit an application for the subdivision of the proposed Altered Unit pursuant to this Section 26 unless the unit owner shall simultaneously submit an application for the relocation of the boundaries of the Original Unit pursuant to Section 25 of this Declaration. In no event shall any unit be subdivided pursuant to this Section 26 unless such unit is an Altered Unit.

(b) No unit created by the subdivision of any Altered Unit shall be less than _____ square feet of finished floor area.

(c) The unit owner shall deliver to the Architectural Control Committee a copy of the application for subdivision at the same time any such application is submitted to the Association pursuant to O.C.G.A. § 44-3-92.

(d) The obligation of the Association to prepare and execute appropriate instruments upon written application by the unit owner for the subdivision of the proposed Altered Unit shall be subject to further approval by the Architectural Control Committee, which approval will be granted provided that the



Building constructed on the Original Unit is constructed in substantial accordance with the plans and specifications theretofore submitted to and approved by the Architectural Control Committee, and provided, further, that the subdivision will not be detrimental to the appearance of the condominium development and that the appearance of the units created by the subdivision will be consistent with the surrounding structures and improvements located in the condominium. The approval or disapproval of the Architectural Control Committee shall be in accordance with the same procedures as are applicable with respect to construction plans and specifications required to be submitted pursuant to Section 24(b) of this Declaration.

27. Provisions Applicable Only to Subdivision Units. The terms and provisions of this Section 27 shall be applicable only to units created by the subdivision of an Altered Unit pursuant to Section 26 of this Declaration (each such unit so created being referred to herein as a "Subdivision Unit"), and the terms and provisions of this Section 27 shall, with respect to all Subdivision Units, control over any conflicting term or provision set forth in this Declaration.

(a) Subdivision Unit Boundaries. Any Subdivision Unit or portion thereof which is at ground level shall have no lower horizontal boundaries. Any Subdivision Unit or portion thereof which is not at ground level shall have a lower horizontal boundary which coincides with the upper horizontal boundary of the ground level Subdivision Unit immediately below said Subdivision Unit or portion thereof. The upper horizontal boundary of each Subdivision Unit shall be the under surfaces of the joists which are the ceiling joists for the uppermost floor of each Subdivision Unit. The vertical (lateral) boundary of each Subdivision Unit shall be the exterior unfinished surface of the outside walls of each Subdivision Unit. All of the aforesaid boundaries shall be extended to the intersections with each other. Notwithstanding the foregoing, all exterior doors and glass surfaces (such as windows) serving each Subdivision Unit shall be deemed to be included within the boundaries thereof, and all portions of the heating and air conditioning systems (including furnaces, compressors, conduits, wires, pipes and the like) serving the Subdivision Unit shall be deemed to be included within the boundaries of the Subdivision Unit, irrespective of whether the same are located within the boundaries above described.

(b) Maintenance, Repair and Insurance of Subdivision Units. It shall be the sole and absolute responsibility of the Unit owners of Subdivision Units to maintain, repair, replace, restore and insure all limited common elements appurtenant to its respective Subdivision Unit. The Association has no responsibility whatsoever to maintain, repair, replace, restore or insure any Building which consists of Subdivision Units or any limited common elements appurtenant to Subdivision Units.



In the event that more than one (1) single owner owns collectively all of the Subdivision Units within a Building or Buildings located within the boundaries of an Original Unit, then such Subdivision Unit owners shall be responsible for forming a property owners association which shall set forth the allocation of rights and responsibilities between them relative to the maintenance and insurance associated with the Subdivision Units located within the boundaries of an Original Unit. As an alternative to the formation of a property owners association, such Subdivision Unit owners may elect to set forth their respective rights and obligations in an operating agreement. In any event, the Subdivision Unit owners shall file of record in the Deed Records of Athens-Clarke County a Declaration which expresses the allocation of rights and responsibilities relative to the maintenance, repair, replacement, restoration, and insurance associated with the various Subdivision Units located within a Building or Buildings which lie within the boundaries of an Original Unit.

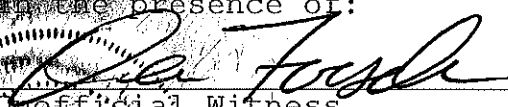
[Signatures begin on following page]


IN WITNESS, WHEREOF, this Declaration has been executed under seal as of April 14, 2004.

DECLARANT:
AMSP PROPERTIES, LLC, a Georgia Limited Liability Company


BY:  (Seal)
Mark Vrana, Authorized Manager

Signed, sealed and delivered in the presence of:

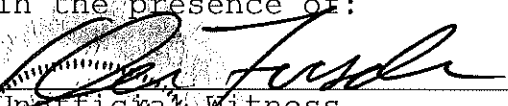

Unofficial Witness

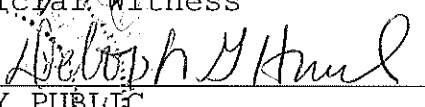

NOTARY PUBLIC

Expires
8-1-06

BY:  (Seal)
C. Edwin Pittman, Authorized Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness



NOTARY PUBLIC

Expires
8-1-06

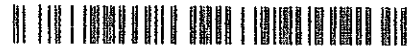
BY:  (Seal)
Stephen Wilde, Authorized Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


NOTARY PUBLIC

Expires
8-1-06

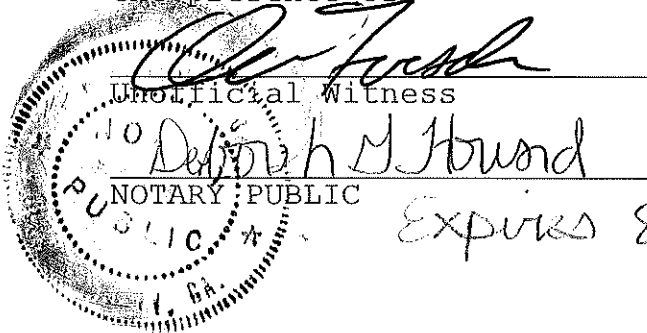


UNIT OWNER AS TO UNIT PARCEL A:
BADA-BING, LLC, a Georgia limited
liability company

By: [Signature] (Seal)
C. Edwin Pittman, Member

By: [Signature] (Seal)
James A. Parker, Member

Signed, sealed and delivered in
the presence of:



UNIT OWNER AS TO UNIT PARCEL B:
ATHENS PULMONARY, LLC

By: [Signature] (Seal)
Hugh F. Jenkins, Member

By: [Signature] (Seal)
Dale E. Green, Member

By: [Signature] (Seal)
Stephen K. Lucas, Member

By: [Signature] (Seal)
Wayne F. Middendorf, Member

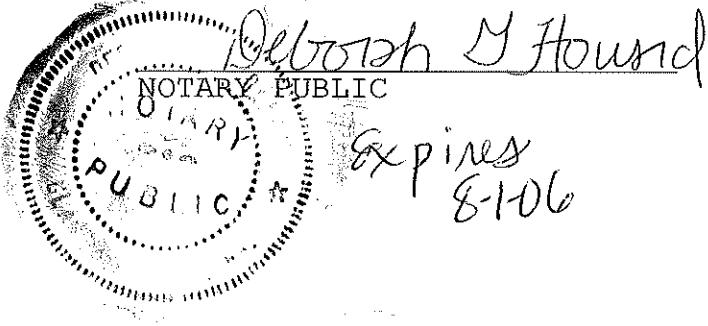
By: [Signature] (Seal)
Joe E. Clements, Member

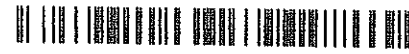
By: [Signature] (Seal)
Jane M. Parks, Member

By: [Signature] (Seal)
John P. Lazenby, Member

Signed, sealed and delivered in
the presence of:

[Signature]
Unofficial Witness

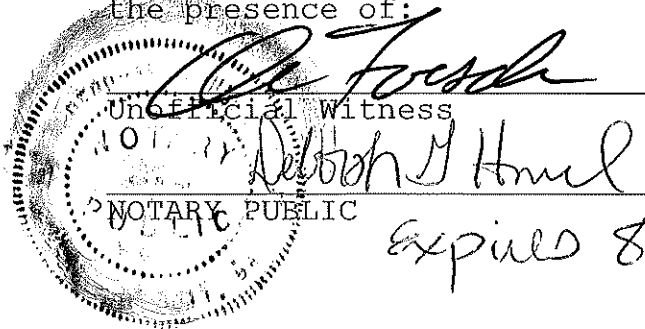




UNIT OWNER AS TO UNIT PARCEL C:
KATHWOOD PROPERTIES, LLC

By: Steve M Shirley (Seal)
Steve M. Shirley, Member

Signed, sealed and delivered in
the presence of:



UNIT OWNER AS TO UNIT PARCEL D:
CLASSIC CITY MEDICAL PROPERTIES,
LLC

By: Stephen Wilde (Seal)
Stephen Wilde, Member

Signed, sealed and delivered in
the presence of:

Chris Foushee
Unofficial Witness

Deborah D Haul
NOTARY PUBLIC

Expires
8-1-06



UNIT OWNER AS TO UNIT PARCEL E:
JUBILEE PROPERTIES, L.L.C.

By: Ranjit C. Mathew (Seal)
Ranjit C. Mathew, Member

Signed, sealed and delivered in
the presence of:

David Doe
Official Witness

Deborah Y. Howard
NOTARY PUBLIC

Expires 8-1-06



BE 02639 PG 0418

UNIT OWNER AS TO UNIT PARCEL F:
PRG HOLDINGS, LLC

By: Peter F. Van Dyck (Seal)
Peter F. Van Dyck, Member

Signed, sealed and delivered in
the presence of:

[Signature]
Unofficial Witness

[Signature]
NOTARY PUBLIC

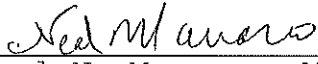
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8-1-06

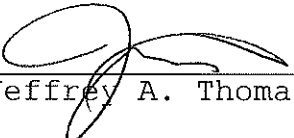


UNIT OWNER AS TO UNIT PARCEL G:
VMW PROPERTIES, LLC

By:  (Seal)
Mark Vrana, Member


By:  (Seal)
R. Glen Wiggans, Member

By:  (Seal)
Neal N. Marrano, Member

By:  (Seal)
Jeffrey A. Thomas, Member

Signed, sealed and delivered in
the presence of:


Unofficial Witness


NOTARY PUBLIC

TONIE MASON
NOTARY PUBLIC
ATHENS-CLARKE COUNTY GEORGIA
MY COMMISSION EXPIRES
JANUARY 9TH 2007

EXHIBIT A
to
DECLARATION OF AMSP PROPERTIES, LLC
for

All that tract or parcel of land, containing an aggregate of 12.768 acres, more or less, situate, lying and being in the 1347th District, G.M., Athens-Clarke County, Georgia, and being more particularly described as "Tract 1-12.313 ACRES", "Tract 2-0.450 ACRES" and "Tract 3-0.0050 ACRES" according to a plat entitled "Combination Plat Dr. Mark Vrana" dated May 3, 1999, prepared by Jordan, Jones & Goulding, reference being hereby made thereto for a more particular description, and being more particularly described as follows:

BEGINNING at an iron pin on the northeasterly side of Old Jefferson Road, said beginning iron pin being located South 32 degrees 33 minutes 50 seconds East 243.47 feet from the intersection of the centerlines of Old Jefferson Road and Kathwood Drive as measured along the northeasterly side of the right of way of Old Jefferson Road; running thence along the northeasterly side of Old Jefferson Road North 39 degrees 59 minutes 10 seconds West 53.32 feet to point; running thence North 42 degrees 23 minutes 55 seconds West 104.16 feet to a point; running thence North 43 degrees 43 minutes 40 seconds West 177.67 feet to a point; running thence North 43 degrees 15 minutes 05 seconds West 100.65 feet to an iron pin; running thence North 48 degrees 50 minutes 45 seconds East 368.98 feet to a ½" Rebar; running thence North 48 degrees 49 minutes 10 seconds East 424.89 feet to a ½" Rebar; running thence North 48 degrees 50 minutes 55 seconds East 152.97 feet to a ½" Rebar; running thence North 48 degrees 52 minutes 00 seconds East 249.97 feet to an iron pin axle; running thence South 54 degrees 00 minutes 30 seconds East 441.93 feet to a ½" Rebar; running thence South 41 degrees 24 minutes 00 seconds East 197.90 feet to an iron pin; running thence South 41 degrees 24 minutes 00 seconds East 9.83 feet to a point located on the northerly side of Kathwood Drive (80' R/W); running thence along the northerly side of Kathwood Drive South 60 degrees 28 minutes 05 seconds West 47.76 feet to an iron pin; continuing thence along the northerly side of Kathwood Drive South 57 degrees 11 minutes 40 seconds West 53.87 feet to an iron pin; running thence North 41 degrees 24 minutes 00 seconds West 189.92 feet to an iron pin; running thence South 48 degrees 38 minutes 00 seconds West 1182.30 feet to an iron pin, which iron pin is the Point of Beginning.

EXHIBIT "B" TO
DECLARATION OF CONDOMINIUM FOR
ATHENS MEDICAL SPECIALITY PARK, A CONDOMINIUM DEVELOPMENT

CONDOMINIUM UNIT INFORMATION

UNIT NO.	VOTES PER UNIT	PERCENTAGE INTEREST IN COMMON ELEMENTS
Parcel A	13.6666	13.6666%
Parcel B	22.6667	22.6667%
Parcel C	13.3333	13.3333%
Parcel D	14.6667	14.6667%
Parcel E	8.0000	8.0000%
Parcel F	5.0000	5.0000%
Parcel G	22.6667	22.6667%
	100.0000	100.0000%

VOTING RIGHTS: Ownership of a Unit within the Condominium entitles the owner or owners thereof to membership in the Association and to collectively vote on all matters properly before the Association under the provisions of the Declaration, the by-laws of the Association or the Georgia Condominium Act. The number of votes appurtenant to each Unit shall be as provided above.

NOTICE: THE NUMBER OF VOTES IN THE ASSOCIATION AND THE PERCENTAGE INTEREST IN THE COMMON ELEMENTS IS SUBJECT TO CHANGE WITHOUT THE CONSENT OF THE OWNERS OR THE ASSOCIATION UNDER THE EXPANSION PROVISIONS SET OUT HEREIN AND IN EXHIBIT "C" TO THE DECLARATION.

LIABILITY FOR COMMON EXPENSES: Each Unit shall be liable for payment of common expenses in the same percentage as the interest in the Common Elements appertaining to that Unit.

EXHIBIT "C " TO

DECLARATION OF CONDOMINIUM FOR
ATHENS MEDICAL SPECIALITY PARK, a Condominium Development

EXPANSION PROVISIONS

Declarant has reserved under the provisions of Section 22 of the Declaration the right to expand the Condominium by submitting additional property thereto upon which additional Condominium Units have been or will be constructed. Declarant may, as it may determine in its sole discretion and without any limitations, submit any or all of the additional property at any time during the period of time ending seven (7) years from the date of recording of the Original Declaration; provided, however, that the Unit Owners of the Units to which two-thirds of the votes in the Association appertain, exclusive of any vote or votes appurtenant to any Unit or Units then owned by Declarant, may consent to the extension of this option within one year prior to the date upon which the option would otherwise have expired. Other than the foregoing, there are no limitations on Declarant's option to expand the Condominium. Declarant may exercise this option and right by the recording of an Amendment to the Declaration setting out that said additional Phase or Phases have been submitted to the Condominium form of ownership under the provisions of the Declaration and the Act. Declarant shall thereafter comply with all the terms and provisions of the Act in regard to filing all notices and documents as required under the Act. Without limiting the generality of the foregoing, Declarant shall, upon the submission of an additional Phase, file for record an Amendment to the Exhibit "B" to this Declaration which shall set forth the adjusted common area interests appertaining to each Unit in the Condominium.

The description of the additional property that may be submitted either in whole or in part under these Expansion Provisions is as hereinafter set out in this Exhibit "C", specifically provided that with respect to the additional property, the improvements to be erected thereon shall not consist of more than ten (10) Units. Declarant may submit the Additional Property, or any portion thereof, at any time and at different times during the period of time ending seven (7) years from the date of recording of the Original Declaration; no limitations exist fixing the boundaries by legal description of any portion of the Additional Property which may be submitted or regulating the order in which the portions may be added to the Condominium. No limitations exist as to the location of any improvements that may be made on any portions of the Additional Property. All other Units to be created on any of the Additional Property are hereby restricted to non-residential use only. Other than the foregoing, no assurances are made as to what other improvements may be made on any portion of the Additional Property added to the Condominium. All construction shall be of equal or greater quality than existing Units and shall be harmonious in decor, external design and appearance. No limitations are placed on Declarant's right to create Limited Common Elements within any portion of the Additional Property or to designate Common Elements which may subsequently be assigned as Limited Common Elements.

Any purchaser of a Condominium Unit in Athens Medical Specialty Park Condominium, by the acceptance of a deed thereto, thereby agrees, without the necessity of any further writing or consent, to the decrease in the percentage interest of the Common Elements appertaining to his or her Unit in the event that any or all of the additional Phases are in fact submitted to the Condominium form of ownership under the provisions of the Declaration for Athens Medical Specialty Park or the Act.

The property contained within the individual Phases which may be subsequently submitted under the provisions of the Declaration are as follows:

All that tract or parcel of land situate, lying and being in the 1347th District, G.M., Athens-Clarke County, Georgia, containing 3.191 acres, as shown on plat entitled "SURVEY FOR: JEFFERSON ROAD ASSOCIATES, LLC" by Carroll Surveying, LLC, Stacy C. Carroll, Registered Surveyor, dated May 10, 2000, recorded in Plat Book 35, page 346, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, and being more particularly described as follows: To locate the beginning iron pin, begin at a PK nail set at the intersection of the center line of Floyd Road with the center line of Old Jefferson Road, and run thence the following courses and distances: south 48 degrees 58 minutes 30 seconds east 213.12 feet to an iron pin set, north 48 degrees 50 minutes 45 seconds east 368.98 feet to a rebar found, north 48 degrees 49 minutes 10 seconds east 424.89 feet to a rebar found, north 48 degrees 50 minutes 55 seconds east 152.97 feet to a rebar found, and north 48 degrees 52 minutes 00 seconds east 249.97 feet to an iron pin found, which is the beginning iron pin; from said beginning iron pin, running thence along line of property now or formerly of Howington and property now or formerly of Glenn north 57 degrees 43 minutes 20 seconds east 526.71 feet to an iron pin found; continuing thence along line of property now or formerly of Glenn north 88 degrees 13 minutes 20 seconds east 79.00 feet to an iron pin set; running thence south 46 degrees 02 minutes 40 seconds east 132.80 feet to an iron pin set on the northwesterly right of way line of Club Drive; running thence along the northwesterly right of way line of Club Drive south 40 degrees 21 minutes 20 seconds west 314.84 feet to an iron pin set; continuing thence along the northwesterly right of way line of Club Drive south 40 degrees 21 minutes 20 seconds west 205.93 feet to an iron pin set; running thence along line of property of AMSP Properties, LLC, north 54 degrees 00 minutes 30 seconds west 349.35 feet to the beginning iron pin.

CONSENT OF LENDER

ATHENS FIRST BANK & TRUST COMPANY as holder of that certain Deed to Secure Debt and Security Agreement dated December 27, 2001 from Bada-Bing, LLC to Athens First Bank & Trust Company, recorded in Deed Book 2133, page 170, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, as modified by Modification of Deed to Secure Debt dated August 15, 2003, and recorded in Deed Book 2497, page 370, said Clerk's Office, together with Assignment of Rents and Leases recorded in Deed Book 2133, page 181, said Clerk's Office (the "Lender Document"), does hereby consent to, approve and acknowledge the execution, delivery and filing for record of the within and foregoing Amended and Restated Declaration of Condominium of AMSP Properties, LLC for Athens Medical Specialty Park (the "Amended and Restated Declaration"). Lender does hereby agree that if Lender, or its successors and assigns, shall succeed to the title in and to the property affected by the Amended and Restated Declaration, or any part thereof, whether by way of foreclosure (judicial or otherwise) under the Lender Document, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights and privileges created by the Amended and Restated Declaration and the Lender shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights and privileges. This consent shall inure to the benefit of owners of units in Athens Medical Specialty Park Condominiums, and their respective successors and assigns, and shall be binding upon the Lender and its successors and assigns.

IN WITNESS WHEREOF, the Lender has caused its duly authorized officers to execute this Consent and affix its seal, this 19th day of April, 2004.

LENDER:

ATHENS FIRST BANK & TRUST COMPANY

By: [Signature]
Name: Warren W. Brooks
Title: Genl. Mgr.

Signed, sealed and delivered in the presence of:

[Signature: Krista Bradshaw]
Unofficial Witness

[Signature: Elizabeth C. McLean]
Notary Public

Attest [Signature: Leslie Williams]
Name: Leslie Williams
Title: Lending Assistant

(SEAL)



(BANK SEAL)

CONSENT OF LENDER

MAIN STREET BANK as holder of that certain Deed to Secure Debt dated April 9, 2003, from Kathwood Properties, LLC to Main Street Bank, recorded in Deed Book 2396, page 71, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, together with Assignment of Leases, Rents and Profits recorded in Deed Book 2396, page 76, said Clerk's Office and UCC Fixture Filing Financing Statement recorded in Deed Book 2396, page 83, said Clerk's Office (the "Lender Document"), does hereby consent to, approve and acknowledge the execution, delivery and filing for record of the within and foregoing Amended and Restated Declaration of Condominium of AMSP Properties, LLC for Athens Medical Specialty Park (the "Amended and Restated Declaration"). Lender does hereby agree that if Lender, or its successors and assigns, shall succeed to the title in and to the property affected by the Amended and Restated Declaration, or any part thereof, whether by way of foreclosure (judicial or otherwise) under the Lender Document, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights and privileges created by the Amended and Restated Declaration and the Lender shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights and privileges. This consent shall inure to the benefit of owners of units in Athens Medical Specialty Park Condominiums, and their respective successors and assigns, and shall be binding upon the Lender and its successors and assigns.

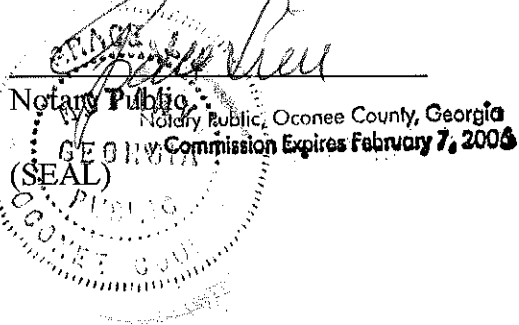
IN WITNESS WHEREOF, the Lender has caused its duly authorized officers to execute this Consent and affix its seal, this 16th day of April, 2004.

LENDER:

MAIN STREET BANK

Signed, sealed and delivered in
the presence of:

Camie Brown
Unofficial Witness



By: [Signature]
Name: Lee Vaughn
Title: Vice President

Attest: [Signature]
Name: R. Michael Epps
Title: Vice President

(BANK SEAL)



CONSENT OF LENDER

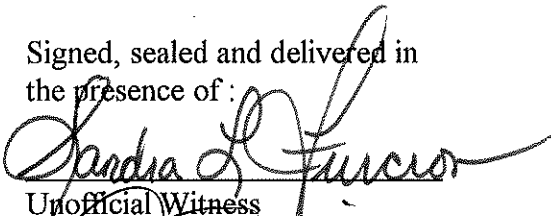
FIRST AMERICAN BANK & TRUST COMPANY, as holder of that certain Deed to Secure Debt and Security Agreement dated May 25, 2001 from Jubilee Properties, L.L.C. to First American Bank & Trust Company, recorded in Deed Book 2027, page 461, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, (the "Lender Document"), does hereby consent to, approve and acknowledge the execution, delivery and filing for record of the within and foregoing Amended and Restated Declaration of Condominium of AMSP Properties, LLC for Athens Medical Specialty Park (the "Amended and Restated Declaration"). Lender does hereby agree that if Lender, or its successors and assigns, shall succeed to the title in and to the property affected by the Amended and Restated Declaration, or any part thereof, whether by way of foreclosure (judicial or otherwise) under the Lender Document, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights and privileges created by the Amended and Restated Declaration and the Lender shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights and privileges. This consent shall inure to the benefit of owners of units in Athens Medical Specialty Park Condominiums, and their respective successors and assigns, and shall be binding upon the Lender and its successors and assigns.

IN WITNESS WHEREOF, the Lender has caused its duly authorized officers to execute this Consent and affix its seal, this 16th day of April, 2004.

LENDER:

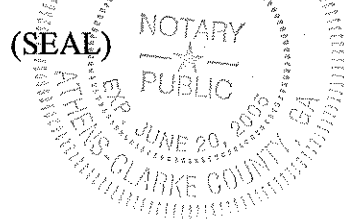
FIRST AMERICAN BANK & TRUST COMPANY

Signed, sealed and delivered in
the presence of:


Unofficial Witness

Notary Public


(SEAL)



By:

Name:

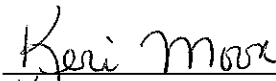
Title:


Robert D. Heath
President

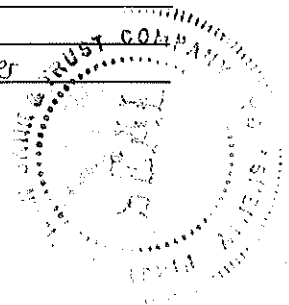
Attest:

Name:

Title:


Keri Moon
Asst Banking officer

(BANK SEAL)



CONSENT OF LENDER

SUNTRUST BANK as holder of that certain Deed to Secure Debt dated May 6, 2003 from PRG Holdings, LLC to SunTrust Bank, recorded in Deed Book 2409, page 524, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, together with Assignment of Rents and Leases recorded in Deed Book 2409, page 532, said Clerk's Office (the "Lender Document"), does hereby consent to, approve and acknowledge the execution, delivery and filing for record of the within and foregoing Amended and Restated Declaration of Condominium of AMSP Properties, LLC for Athens Medical Specialty Park (the "Amended and Restated Declaration"). Lender does hereby agree that if Lender, or its successors and assigns, shall succeed to the title in and to the property affected by the Amended and Restated Declaration, or any part thereof, whether by way of foreclosure (judicial or otherwise) under the Lender Document, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights and privileges created by the Amended and Restated Declaration and the Lender shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights and privileges. This consent shall inure to the benefit of owners of units in Athens Medical Specialty Park Condominiums, and their respective successors and assigns, and shall be binding upon the Lender and its successors and assigns.

IN WITNESS WHEREOF, the Lender has caused its duly authorized officers to execute this Consent and affix its seal, this 19th day of April, 2004.

LENDER:

SUNTRUST BANK

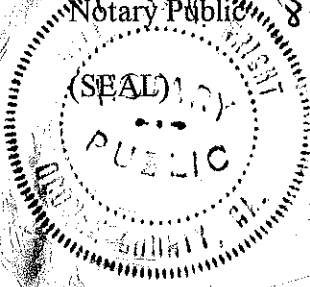
By: [Signature]
Name: Neel Speth
Title: V.P.

Attest: [Signature]
Name: BRENDA L. HAMILTON
Title: AVP

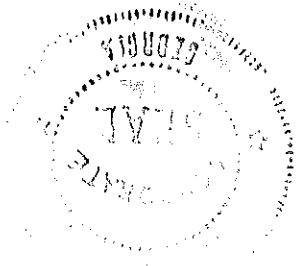
Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature] 4/19/04
Notary Public 8/20/07



(BANK SEAL)



CONSENT OF LENDER

FIRST AMERICAN BANK AND TRUST COMPANY as holder of that certain Deed to Secure Debt and Security Agreement dated December 13, 2002 from VMW Properties, LLC to First American Bank and Trust Company, recorded in Deed Book 2319, page 50, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, together with Assignment of Rents and Leases recorded in Deed Book 2319, page 63, said Clerk's Office, and UCC Fixture Filing Financing Statement recorded in Deed Book 2319, page 69, said Clerk's Office (the "Lender Document"), does hereby consent to, approve and acknowledge the execution, delivery and filing for record of the within and foregoing Amended and Restated Declaration of Condominium of AMSP Properties, LLC for Athens Medical Specialty Park (the "Amended and Restated Declaration"). Lender does hereby agree that if Lender, or its successors and assigns, shall succeed to the title in and to the property affected by the Amended and Restated Declaration, or any part thereof, whether by way of foreclosure (judicial or otherwise) under the Lender Document, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights and privileges created by the Amended and Restated Declaration and the Lender shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights and privileges. This consent shall inure to the benefit of owners of units in Athens Medical Specialty Park Condominiums, and their respective successors and assigns, and shall be binding upon the Lender and its successors and assigns.

IN WITNESS WHEREOF, the Lender has caused its duly authorized officers to execute this Consent and affix its seal, this 16th day of April, 2004.

LENDER:

FIRST AMERICAN BANK AND TRUST
COMPANY

Signed, sealed and delivered in
the presence of:

Sandra L. Furcron
Unofficial Witness

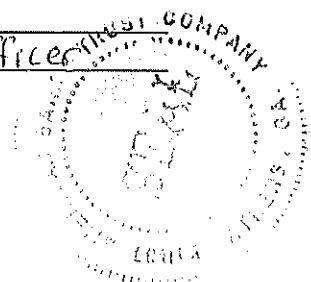
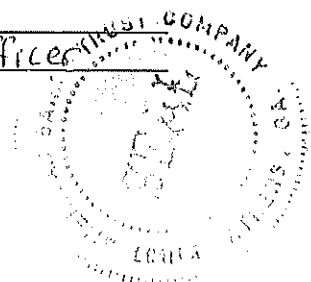
[Signature]
Notary Public

(SEAL)

By: [Signature]
Name: Robert D. Heath
Title: President


Attest: Keri Moon
Name: Keri Moon
Title: Asst Banking Officer

(BANK SEAL)



After Recording Return To:
G. Marcus Hodge
Fortson, Bentley and Griffin, P.A.
P.O. Box 1744
Athens, Ga 30603

Deed Doc: CNDO
Recorded 04/21/2005 03:46PM


Beverly Logan
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 02852 Pg 0207-0210

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF AMSP PROPERTIES, LLC, a Georgia limited liability company
for Athens Medical Specialty Park, a Condominium Development.**

This First Amendment to the Declaration of Condominium for Athens Medical Specialty Park is made effective this 15th day of April, 2005.

WITNESSETH:

WHEREAS, the Amended and Restated Declaration of AMSP Properties, LLC, a Georgia limited liability company, for Athens Medical Specialty Park, a Condominium Development was executed on April 14, 2004, recorded in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, in Deed Book 2639, page 397 (the "Declaration"); and

WHEREAS, the plat for Athens Medical Specialty Park is entitled "Survey for Athens Medical Specialty Park" dated December 10, 1998, prepared by Jordan, Jones & Goulding, surveyed by Carroll Surveying, LLC, said plat being recorded in Condominium Plat Book 2, page 7, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia (the "Condominium Plat"); and

WHEREAS, Athens Pulmonary, LLC, a Georgia limited liability company ("Athens Pulmonary") is the current owner of Unit No. "Parcel B" (the "Original Unit") as shown on the Condominium Plat as "Parcel B - 17,000 S.F."; and

WHEREAS, pursuant to Section 25 of the Declaration, Athens Pulmonary has completed the construction of a Building within the boundaries of the Original Unit and now desires to relocate the boundaries of the Original Unit pursuant to Section 25 of the Declaration and O.C.G.A. § 44-3-91; and

WHEREAS, Athens Medical Specialty Park Condominium Association, Inc., (the "Association") and the Architectural Control Committee under the Declaration has consented to and approved the relocation of said boundary lines and the purpose of this First Amendment is to evidence the relocation in accordance with the Declaration and O.C.G.A. § 44-3-91.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Declaration is hereby amended as follows:

1. The vertical boundaries of the Original Unit are hereby amended and modified to be the exterior walls and surfaces of the two story brick Building contained in the Original Unit as being more particularly shown on that certain plat of survey prepared by Landmark Engineering Corporation dated April 12, 2005 (the "Athens Pulmonary Condo Plat"), entitled "Condominium Plat For Athens Pulmonary, LLC - Athens Medical Specialty Park - Parcel B" recorded in Condominium Plat Book C2, page 125-126 aforesaid records (the "Altered Unit"). The areas lying between the Original Unit and the Altered Unit are hereby designated as limited common elements appurtenant to the Altered Unit. Any portion of the Altered Unit which extends outside the vertical boundaries of the Original Unit as shown on the Athens Pulmonary Condo Plat is hereby granted by the Association a perpetual encroachment easement over the common elements that the Building or other improvements that encroaches thereon and the Board of Directors of the Association have determined that such encroachment is minor in nature and does not substantially impair the rights of other unit owners relative to the common elements encroached thereon.

2. This First Amendment results in no reallocation of the undivided interest in the common elements, the number of votes in the Association or the share of liability for common expenses with respect to the Altered Unit, and the undivided interest in the common elements, the number of votes in the Association and the share of liability for common expenses allocated to the Altered Unit shall remain the same as allocate to the Original Unit prior to the relocation of boundaries as amended herein.

3. By their execution below, this First Amendment has been approved by the Board of Directors and Architectural Control Committee of the Association, the members of Athens Pulmonary and this Amendment conforms in all respects with the requirements relative to the relocation of boundaries and common elements between units as set forth in the Declaration and the Georgia Condominium Act generally, and as set forth in O.C.G.A. § 44-3-91 specifically.

4. Except as Amended herein, the Declaration shall remain unchanged and is hereby reaffirmed and restated.

[signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered the day and year first above written.

ATHENS PULMONARY, L.L.C., a Georgia
limited liability company

By: [Signature] (SEAL)
R. Hugh Jenkins, Member

By: [Signature] (SEAL)
Stephen K. Lucas, Member

By: Wayne F. Middendorf (SEAL)
Wayne F. Middendorf, Member

By: [Signature] (SEAL)
Joe F. Clements, Member

By: Jane Parks (SEAL)
Jane M. Parks, Member

By: John P. Lazenby (SEAL)
John P. Lazenby, Member

Signed, sealed and delivered in the
presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public



ATHENS MEDICAL SPECIALTY PARK
CONDOMINIUM ASSOCIATION, INC.

By: [Signature] (SEAL)
Mark Vrana, Director

By: [Signature] (SEAL)
C. Edwin Pittman, Director

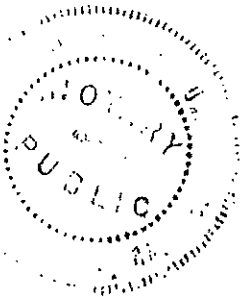
By: [Signature] (SEAL)
Stephen Wilde, Director

Signed, sealed and delivered in the
presence of:


[Signature]
Unofficial Witness

[Signature]
Notary Public

EXPIRES
8-1-06



After Recording Return To:
G. Marcus Hodge
Fortson, Bentley and Griffin, P.A.
P.O. Box 1744
Athens, Ga 30603


Deed Doc: CNDO
Recorded 04/21/2005 03:49PM

CJK
Beverly Logan
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 02852 Pg 0211-0214

SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF AMSP PROPERTIES, LLC, a Georgia limited liability company
for Athens Medical Specialty Park, a Condominium Development.

This Second Amendment to the Declaration of Condominium for Athens Medical Specialty Park is made effective this 15th day of April, 2005.

WITNESSETH:

WHEREAS, the Amended and Restated Declaration of AMSP Properties, LLC, a Georgia limited liability company, for Athens Medical Specialty Park, a Condominium Development was executed on April 14, 2004, recorded in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, in Deed Book 2639, page 397, as amended by First Amendment of even date recorded contemporaneously herewith (the "First Amendment") (collectively the "Declaration"); and

WHEREAS, the plat for Athens Medical Specialty Park is entitled "Survey for Athens Medical Specialty Park" dated December 10, 1998, prepared by Jordan, Jones & Goulding, surveyed by Carroll Surveying, LLC, said plat being recorded in Condominium Plat Book 2, page 7, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia (the "Condominium Plat"); and

WHEREAS, Athens Pulmonary, LLC, a Georgia limited liability company ("Athens Pulmonary") is the current owner of Unit No. "Parcel B" (the "Original Unit") as shown on the Condominium Plat as "Parcel B - 17,000 S.F."; and

WHEREAS, under the First Amendment, Athens Pulmonary relocated the boundary lines of the Original Unit in order to establish the boundary lines of the Altered Unit, all as defined and described in the First Amendment; and

WHEREAS, pursuant to Sections 26 and 27 of the Declaration, Athens Pulmonary now desires to subdivide the Altered Unit into two (2) separate subdivision units (collectively the "Subdivision Units") pursuant to Sections 25 and 26 of the Declaration and O.C.G.A. § 44-3-92; and

WHEREAS, the two (2) Subdivision Units are more particularly shown as "Suite A" and "Suite B" according to that certain plat of survey prepared by Landmark Engineering Corporation dated April 12, 2005 (the "Athens Pulmonary Condo Plat") entitled "Condominium Plat for Athens Pulmonary, LLC - Athens Medical Specialty Park - Parcel B" recorded in Condominium Plat Book C2, page 125-126 aforesaid records. Suite "A" contains gross square footage of 11,686.02 square feet on the first floor as shown on Sheet 2 of the Athens Pulmonary Condo Plat and Suite "A" contains gross square footage of 6,691.17 square feet on the second floor as shown on Sheet 3 of the Athens Pulmonary Condo Plat. Suite "B" contains gross square footage of 4,311.64 square feet on the first floor as shown on Sheet 2 of the Athens Pulmonary Condo Plat; and



WHEREAS, contemporaneously herewith Athens Pulmonary has filed with the Clerk of Court Floor Plans of the Subdivision Units entitled "Athens Pulmonary Clinic" prepared by Colin Lichtenstein and Associates dated November 24, 2004 (the "Floor Plans") and attached hereto as Exhibit "A" is the Certificate of a Georgia Registered Engineer as required by O.C.G.A. § 44-3-92(d); and

WHEREAS, Athens Medical Specialty Park Condominium Association, Inc., (the "Association") and the Architectural Control Committee under the Declaration has consented to and approved the within described subdivision and the purpose of this Second Amendment is to evidence the subdivision in accordance with the Declaration and O.C.G.A. § 44-3-92.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Declaration is hereby amended as follows:

1. The Altered Unit as defined in the First Amendment is hereby subdivided into the two (2) Subdivision Units shown and described as "Suite A" and "Suite B" according to the Athens Pulmonary Condo Plat and said units are to be owned, conveyed, encumbered and enjoyed in all respects in accordance with the Floor Plans and the Athens Pulmonary Condo Plat. The unit boundaries of the Subdivision Units are those certain boundaries as set forth in Section 27(a) of the Declaration. The exterior surfaces of the outside walls and roof of the Building which contains the Subdivision Units, together with those areas designated as "Common Space" on the Athens Pulmonary Condo Plat shall be deemed limited common elements that benefit jointly Suite A and Suite B.

2. As provided for in Section 27(b) of the Declaration, it shall be the sole and absolute responsibility of the unit owners of the Subdivision Units to maintain, repair, replace, restore and insure all limited common elements appurtenant to its respective Subdivision Unit. The Association has no responsibility whatsoever to maintain, repair, replace, restore or insure any Building which consists of Subdivision Units or any limited common elements appurtenant to Subdivision Units.

3. By virtue of the relocation of the boundary lines of the original unit known as Parcel B which created the Altered Unit, and by virtue of the within subdivision of the Altered Unit thereby creating Suite A and Suite B, results in a reallocation of the undivided interest in the common elements, the number of votes in the Association and the share of liability for common expenses as defined in the Declaration. Unit No. Parcel B, together with its applicable vote in the Association and undivided interest in the common elements as set forth on Exhibit "B" to the Declaration is hereby deleted in its entirety and substituted in lieu thereof is the following:

<u>Unit No.</u>	<u>Votes Per Unit</u>	<u>Percentage Interest In Common Elements</u>
Suite A of Parcel B	16.4334	16.4334%
Suite B of Parcel B	6.2333	6.2333%

4. By their execution below, this Second Amendment has been approved by the Board of Directors and Architectural Control Committee of the Association, the members of Athens Pulmonary and this Amendment conforms in all respects with the requirements relative to the subdivision of units as set forth in the Declaration and the Georgia Condominium Act generally, and as set forth in O.C.G.A. § 44-3-92 specifically.

5. Except as Amended herein, the Declaration shall remain unchanged and is hereby reaffirmed and restated.



IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered the day and year first above written.

ATHENS PULMONARY, L.L.C., a Georgia
limited liability company

By: [Signature] (SEAL)
R. Hugh Jenkins, Member

By: [Signature] (SEAL)
Stephen K. Lucas, Member

By: Wayne F. Middendorf (SEAL)
Wayne F. Middendorf, Member

By: [Signature] (SEAL)
Joe F. Clements, Member

By: Jane M. Parks (SEAL)
Jane M. Parks, Member

By: John P. Lazenby (SEAL)
John P. Lazenby, Member

Signed, sealed and delivered in the
presence of:

[Signature]
Official Witness

[Signature]
Notary Public

[signatures continued on following page]



Bk 02852 Pg 0214

ATHENS MEDICAL SPECIALTY PARK
CONDOMINIUM ASSOCIATION, INC.

By: [Signature] (SEAL)
Mark Vrana, Director

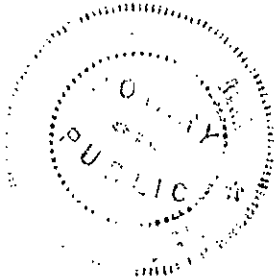
By: [Signature] (SEAL)
C. Edwin Pittman, Director

By: [Signature] (SEAL)
Stephen Wilde, Director

Signed, sealed and delivered in the
presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public



Expires
8-1-06



Deed Doc: CNDO
Recorded 07/19/2005 08:36AM

KW

After Recording Return To:
G. Marcus Hodge
Fortson, Bentley and Griffin, P.A.
P.O. Box 1744
Athens, Ga 30603

Beverly Logan
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 02908 Pg 0456-0466

THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF AMSP PROPERTIES, LLC, a Georgia limited liability company
for Athens Medical Specialty Park, a Condominium Development

This Third Amendment to the Declaration of Condominium for Athens Medical Specialty Park is made effective this 13th day of April, 2005.

WITNESSETH:

WHEREAS, the Amended and Restated Declaration of AMSP Properties, LLC, a Georgia limited liability company, for Athens Medical Specialty Park, a Condominium Development was executed on April 14, 2004, recorded in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, in Deed Book 2639, page 397, as amended by First Amendment dated April 15, 2005, and recorded in Deed Book 2852 page 207, said Clerk's Office (the "First Amendment") and further amended by Second Amendment dated April 15, 2005, and recorded in Deed Book 2852, page 211, said Clerk's Office (the "Second Amendment") (collectively the "Declaration"); and

WHEREAS, the Declarant, all Unit Owners of the Condominium and the Association desire to amend certain provisions in the Declaration and the purpose of this Declaration is to effectuate such modifications.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Declaration is hereby amended as follows:

1. Section 20 entitled "Withdrawal; Termination; Amendment" is hereby deleted in its entirety and substituted in lieu thereof is the following:

"20. Withdrawal; Termination; Amendment. The rights of the unit owners to terminate the condominium pursuant to O.C.G.A. § 44-3-98(a), to withdraw submitted property from the condominium pursuant to O.C.G.A. § 44-3-99(a), and to amend the condominium instruments pursuant to O.C.G.A. § 44-3-93, may be exercised by the agreement of unit owners to which two-thirds (2/3rds) of the votes in the Association pertain."

2. Section 26(b) which reads as follows: "No unit created by the subdivision of any Altered Unit shall be less than _____ square feet of finished floor area.", is hereby deleted in its entirety and substituted in lieu thereof is the following:

"26. (b) No unit created by the subdivision of any Altered Unit shall be less than 2,000 square feet of finished floor area; provided however, notwithstanding the foregoing, Unit Parcel F which contains 3,749.95 square feet as shown on that certain plat of survey prepared by Jordan, Jones and Goulding dated January, 2001, surveyed by Carroll Surveying, LLC,



recorded in Condominium Plat Book 2, page 7 aforesaid records, may be subdivided into no more than two (2) separate distinct units, thereby resulting in one (1) or both of said units containing less than 2,000 square feet each."

3. Section 26(c) is hereby amended by adding the following thereto:

"The application by a unit owner for subdivision of its Original Unit shall also include a reallocation of the undivided interest in the common elements, the number of votes in the Association, and the share of liability for common expenses allocated to the Subdivision Units; provided however, in any event the total percentage of interest in the common elements, the number of votes in the Association, and the share of liability for common expenses for all Subdivision Units contained within an Original Unit shall equal the original allocations applicable to the respective Original Unit. For illustration purposes only, if Parcel F, which maintains five (5) votes in the Association and owns five (5%) percent of the common elements, is subdivided into two (2) Subdivision Units of equal size, then each resulting Subdivision Unit Owner would be a member of the Association maintaining two and one-half (2.5%) percent of membership votes and two and one-half (2.5%) percent of the common elements. The application shall also include an Amendment to Exhibit "B" of the Declaration in order to provide for such reallocation."

4. Section 14(d) is hereby amended by adding the following thereto:

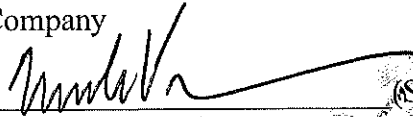
"; provided further however, any second story of a Building shall contain no more than forty-five percent (45%) of the total square footage allocated to the Original Unit. For illustration purposes only, if the Unit Owner for Parcel C (which contains 10,000 square feet) constructed a two (2) story Building thereon, the second story shall contain no more than forty-five hundred (4,500 square feet)."

5. Except as otherwise defined herein, all capitalized terms used herein shall have the meaning as ascribed to it in the Declaration.

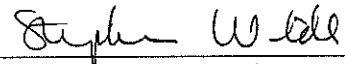
[signatures begin on following page]

IN WITNESS WHEREOF, the duly authorized managers of the Declarant and the various unit owners have set their hands and affixed their seals to this Amendment on the date and year first above written.

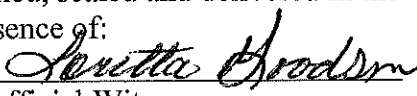
DECLARANT:
AMSP PROPERTIES, LLC, a Georgia Limited
Liability Company

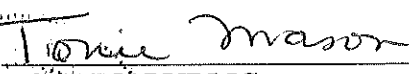
By:  (Seal)
Mark Vrana, Authorized Manager

By:  (Seal)
C. Edwin Pittman, Authorized Manager

By:  (Seal)
Stephen Wilde, Authorized Manager

Signed, sealed and delivered in the
presence of:


Unofficial Witness

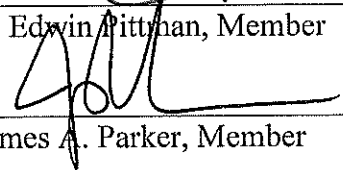

NOTARY PUBLIC

TONIE MASON
NOTARY PUBLIC
ATHENS-CLARKE COUNTY GEORGIA
MY COMMISSION EXPIRES
JANUARY 9TH 2007



UNIT OWNER AS TO UNIT PARCEL A:
BADA-BING, LLC, a Georgia limited liability
company


By: 
C. Edwin Pittman, Member

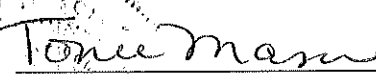
By: 
James A. Parker, Member

(Seal)

(Seal)

Signed, sealed and delivered in the
presence of:


Unofficial Witness


NOTARY PUBLIC

TONIE MASON
NOTARY PUBLIC
ATHENS-CLARKE COUNTY GEORGIA
MY COMMISSION EXPIRES
JANUARY 9TH 2007



UNIT OWNER AS TO SUITE A OF UNIT
PARCEL B:
ATHENS PULMONARY, LLC

By: [Signature] (Seal)
F. Hugh Jenkins, Member

By: [Signature] (Seal)
Stephen K. Lucas, Member

By: [Signature] (Seal)
Wayne F. Middendorf, Member

By: [Signature] (Seal)
Joe F. Clements, Member

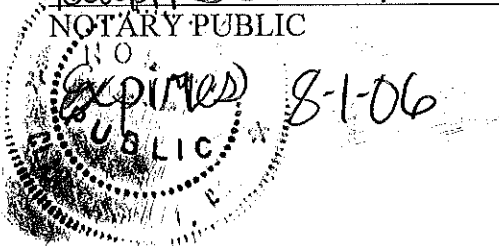
By: [Signature] (Seal)
Jane M. Parks, Member

By: [Signature] (Seal)
John P. Lazenby, Member

Signed, sealed and delivered in the
presence of:

[Signature]
Unofficial Witness

[Signature]
NOTARY PUBLIC





UNIT OWNER AS TO SUITE B OF UNIT
PARCEL B:
PARTNERS PROPERTIES OF ATHENS,
LLC

By: Dean E. Firschein (Seal)
Dean E. Firschein, Co-Manager

Signed, sealed and delivered in the
presence of:

Scotter Goodson
Unofficial Witness

Tonie Mason
NOTARY PUBLIC

TONIE MASON
NOTARY PUBLIC
ATHENS-CLARKE COUNTY GEORGIA
MY COMMISSION EXPIRES
JANUARY 9TH 2007



UNIT OWNER AS TO UNIT PARCEL C:
KATHWOOD PROPERTIES, LLC

By: Steve Shirley (Seal)
Steve M. Shirley, Member

Signed, sealed and delivered in the
presence of:

Leatha Hoodson
Unofficial Witness

Tonie Mason
NOTARY PUBLIC

TONIE MASON
NOTARY PUBLIC
ATHENS-CLARKE COUNTY GEORGIA
MY COMMISSION EXPIRES
JANUARY 9TH 2007



UNIT OWNER AS TO UNIT PARCEL D:
CLASSIC CITY MEDICAL PROPERTIES, LLC

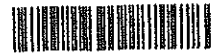
By: Stephen Wilde (Seal)
Stephen Wilde, Member

Signed, sealed and delivered in the
presence of:

Scotty Adams
Unofficial Witness

Tonie Mason
NOTARY PUBLIC

TONIE MASON
NOTARY PUBLIC
ATHENS-CLARKE COUNTY GEORGIA
MY COMMISSION EXPIRES
JANUARY 9TH 2007



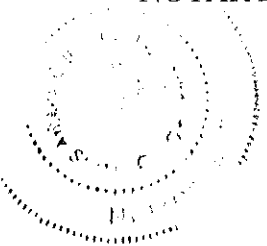
UNIT OWNER AS TO UNIT PARCEL E:
JUBILEE PROPERTIES, L.L.C.

By: Ranjit C. Mathew (Seal)
Ranjit C. Mathew, Member

Signed, sealed and delivered in the
presence of:

Janella Hoodson
Unofficial Witness

Toni Man
NOTARY PUBLIC





UNIT OWNER AS TO UNIT PARCEL F:
PRG HOLDINGS, LLC

By: Peter F. Van Dyck (Seal)
Peter F. Van Dyck, Member

Signed, sealed and delivered in the
presence of:

Sentia Goodson
Unofficial Witness

Tonie Mason
NOTARY PUBLIC


TONIE MASON
NOTARY PUBLIC
ATHENS-CLARKE COUNTY GEORGIA
MY COMMISSION EXPIRES
JANUARY 9TH 2007

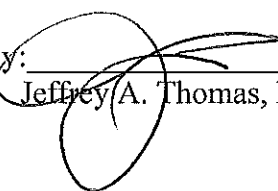


UNIT OWNER AS TO UNIT PARCEL G:
VMW PROPERTIES, LLC

By:  (Seal)
Mark Vrana, Member

By:  (Seal)
R. Glen Wiggans, Member

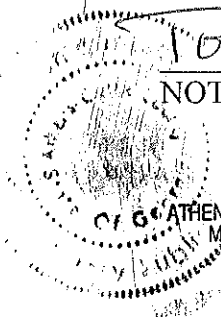
By:  (Seal)
Neal N. Marrano, Member

By:  (Seal)
Jeffrey A. Thomas, Member

Signed, sealed and delivered in the
presence of:


Unofficial Witness


NOTARY PUBLIC



TONIE MASON
NOTARY PUBLIC
ATHENS-CLARKE COUNTY GEORGIA
MY COMMISSION EXPIRES
JANUARY 9TH 2007

After Recording Return To:
G. Marcus Hodge
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Ga 30606

Beverly Logan *AD/CC*
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 03831 Pg 0069-0080

FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF AMSP PROPERTIES, LLC, a Georgia limited liability company
for Athens Medical Specialty Park, a Condominium Development

This Fourth Amendment to the Declaration of Condominium for Athens Medical Specialty Park is made effective this 1st day of January, 2009.

WITNESSETH:

WHEREAS, the Amended and Restated Declaration of AMSP Properties, LLC, a Georgia limited liability company, for Athens Medical Specialty Park, a Condominium Development was executed on April 14, 2004, recorded in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, in Deed Book 2639, page 397, as amended by First Amendment dated April 15, 2005, and recorded in Deed Book 2852, page 207, said Clerk's Office (the "First Amendment") and further amended by Second Amendment dated April 15, 2005, and recorded in Deed Book 2852, page 211, said Clerk's Office (the "Second Amendment") and further amended by Third Amendment dated April 13, 2005, and recorded in Deed Book 2908, page 456, said Clerk's Office (collectively the "Declaration"); and

WHEREAS, all Unit Owners of the Condominium and the Association desire to amend certain provisions in the Declaration and the purpose of this Declaration is to effectuate such modifications.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Declaration is hereby amended as follows:

1. **Section 14(d)** which reads as follows:

"No Building may be more than two stories in height above ground level; provided, however, the use of the second story of any Building shall be limited to administrative and related purposes and may not be used for treatment of patients or patient care; provided further however, any second story of a Building shall contain no more than forty-five percent (45%) of the total square footage allocated to the Original Unit. For illustration purposes only, if the Unit Owner for Parcel C (which contains 10,000 square feet) constructed a two (2) story Building thereon, the second story shall contain no more than forty-five hundred (4,500 square feet)."

is hereby deleted in its entirety and substituted in lieu thereof is the following:



"No Building may be more than two stories in height above ground level; provided, however, the use of the second story of any Building shall be limited to the respective Unit Owner, or any affiliate related to or controlled by the Unit Owner; provided further however, any second story of a Building shall contain no more than forty-five percent (45%) of the total square footage allocated to the Original Unit. For illustration purposes only, if the Unit Owner for Parcel C (which contains 10,000 square feet) constructed a two (2) story Building thereon, the second story shall contain no more than forty-five hundred (4,500 square feet)."

2. Exhibit "B" attached to the Declaration is hereby deleted in its entirety and substituted in lieu thereof is the Exhibit "B" attached to this Fourth Amendment to Amended and Restated Declaration.

3. Except as otherwise defined herein, all capitalized terms used herein shall have the meaning as ascribed to it in the Declaration.

Except as amended herein, all other terms, conditions and restrictions contained in the Declaration shall remain the same and be in full force and effect.

(Signatures begin on following page)

IN WITNESS WHEREOF, the various unit owners and the President of the Association have set their hands and affixed their seals to this Amendment on the date and year first above written.

UNIT OWNER AS TO UNIT PARCEL A:
BADA-BING, LLC, a Georgia limited liability
company

By:  (Seal)

C. Edwin Pittman, Member

By:  (Seal)

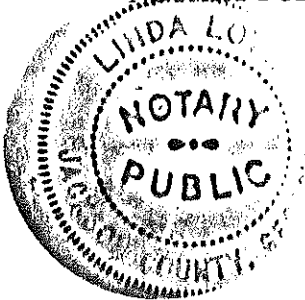
James A. Parker, Member

Signed, sealed and delivered in the
presence of:


Unofficial Witness


NOTARY PUBLIC

NOTARY PUBLIC
LINDA LOVE
STATE OF GEORGIA
JACKSON COUNTY
MY COMM. EXP. 1-12-13





UNIT OWNER AS TO SUITE A OF UNIT
PARCEL B:
ATHENS PULMONARY, LLC

By: [Signature] (Seal)
F. Hugh Jenkins, Member

By: No longer an owner (Seal)
~~_____~~

By: Wayne F. Middendorf (Seal)
Wayne F. Middendorf, Member

By: Jane M. Parks (Seal)
Jane M. Parks, Member

By: John P. Lazenby (Seal)
John P. Lazenby, Member

Signed, sealed and delivered in the
presence of:

[Signature: Cheryl Walter]
Unofficial Witness

[Signature: Candace H. Dombrosky]
NOTARY PUBLIC

Candace H. Dombrosky


Notary Public, Clarke County Georgia
My Commission Expires April 11, 2013

(Signatures continued on following page)

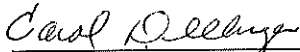




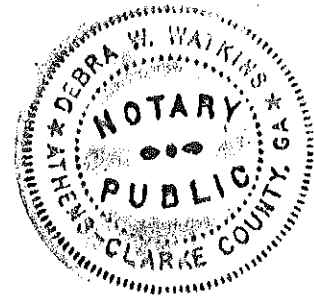
UNIT OWNER AS TO SUITE B OF UNIT
PARCEL B:
PARTNERS PROPERTIES OF ATHENS,
LLC

By:  (Seal)
Dean E. Firschein, Co-Manager

Signed, sealed and delivered in the
presence of:

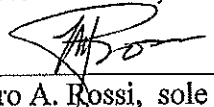

Unofficial Witness


NOTARY PUBLIC

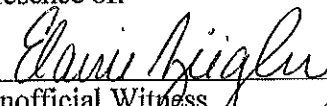


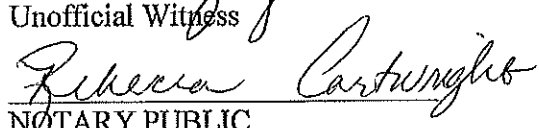
(Signatures continued on following page)

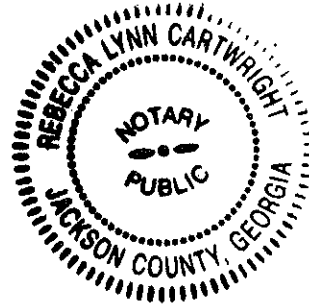
UNIT OWNER AS TO UNIT PARCEL C:
MJJ PROPERTIES, LLC

By:  (Seal)
Mauro A. Rossi, sole member

Signed, sealed and delivered in the
presence of:


Unofficial Witness


NOTARY PUBLIC



REBECCA CARTWRIGHT
NOTARY PUBLIC
JACKSON COUNTY, STATE OF GEORGIA
MY COMM. EXP. 1-13-14

(Signatures continued on following page)



UNIT OWNER AS TO UNIT PARCEL D:
Q & W LAND HOLDING, LLC

By: [Signature] (Seal)
Jeffrey M. Williams, Member

By: [Signature] (Seal)
Asif Qadri, Member

Signed, sealed and delivered in the
presence of:

[Signature]
Unofficial Witness

[Signature]
NOTARY PUBLIC



REBECCA CARTWRIGHT
NOTARY PUBLIC
JACKSON COUNTY, STATE OF GEORGIA
MY COMM. EXR 1-13-14

(Signatures continued on following page)



UNIT OWNER AS TO UNIT PARCEL E:
JUBILEE PROPERTIES, L.L.C.

By: Ranjit C. Mathew (Seal)
Ranjit C. Mathew, Member

Signed, sealed and delivered in the
presence of:

Elaine High
Unofficial Witness

Rebecca Cartwright
NOTARY PUBLIC

(Signatures continued on following page)

REBECCA CARTWRIGHT
NOTARY PUBLIC
JACKSON COUNTY, STATE OF GEORGIA
MY COMM. EXR 1-13-14



UNIT OWNER AS TO UNIT PARCEL F:
PRG HOLDINGS, LLC

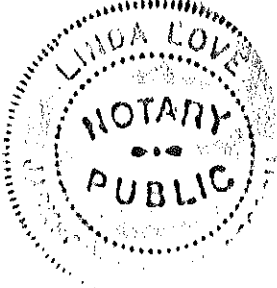
By: Peter F. Van Dyck (Seal)
Peter F. Van Dyck, Member

Signed, sealed and delivered in the
presence of:

Elaine Hyde
Unofficial Witness

Linda Love
NOTARY PUBLIC

NOTARY PUBLIC
LINDA LOVE
STATE OF GEORGIA
JACKSON COUNTY
MY COMM. EXP. 1-12-13



(Signatures continued on following page)

UNIT OWNER AS TO UNIT PARCEL G:
VMW PROPERTIES, LLC

By: Mark Vrana (Seal)
Mark Vrana, Member

By: R. Glen Wiggans (Seal)
R. Glen Wiggans, Member

By: Neal N. Marrano (Seal)
Neal N. Marrano, Member

By: Jeffrey A. Thomas (Seal)
Jeffrey A. Thomas, Member

By: Ronald L. Terry (Seal)
Ronald L. Terry, Member

Signed, sealed and delivered in the
presence of:

Elaine Bigler
Unofficial Witness

Rebecca Cartwright
NOTARY PUBLIC

REBECCA CARTWRIGHT
NOTARY PUBLIC
JACKSON COUNTY, STATE OF GEORGIA
MY COMM. EXPIRES 1-13-14



(Signatures continued on following page)



ATHENS MEDICAL SPECIALTY PARK
CONDOMINIUM ASSOCIATION, INC.

By:

Mark Vrana, President

(SEAL)

Signed, sealed and delivered in the
presence of:

Elaine Bigler
Unofficial Witness

Rebecca Cartwright
Notary Public

REBECCA CARTWRIGHT
NOTARY PUBLIC
JACKSON COUNTY, STATE OF GEORGIA
MY COMM. EXP 1-13-14

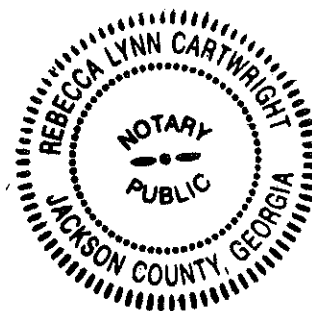


EXHIBIT "B" TO
DECLARATION OF CONDOMINIUM FOR
ATHENS MEDICAL SPECIALTY PARK, A CONDOMINIUM DEVELOPMENT

CONDOMINIUM UNIT INFORMATION

UNIT NO.	SQUARE FOOTAGE	VOTES PER UNIT	PERCENTAGE INTEREST IN COMMON ELEMENTS
Parcel A	10,250	10.914	10.914%
Parcel B			
Suite A	19,526	20.790	20.790%
Suite B	4,970	5.292	5.292%
Parcel C	14,422	15.356	15.356%
Parcel D	11,000	11.712	11.712%
Parcel E	6,000	6.389	6.389%
Parcel F	3,750	3.993	3.993%
Parcel G	24,000	25.554	25.554%
		<u>100.0000</u>	<u>100.0000%</u>

VOTING RIGHTS: Ownership of a Unit within the Condominium entitles the owner or owners thereof to membership in the Association and to collectively vote on all matters properly before the Association under the provisions of the Declaration, the by-laws of the Association or the Georgia Condominium Act. The number of votes appurtenant to each Unit shall be as provided above.

NOTICE: THE NUMBER OF VOTES IN THE ASSOCIATION AND THE PERCENTAGE INTEREST IN THE COMMON ELEMENTS IS BASED UPON (i) THE NUMBER OF SQUARE FOOTAGE SHOWN ON THE CONDOMINIUM PLAT RECORDED IN PLAT BOOK 2, PAGE 7, ATHENS-CLARKE COUNTY RECORDS IN THE CASE OF AN UNIMPROVED UNIT, OR (ii) THE TOTAL NUMBER OF SQUARE FOOTAGE CONTAINED IN ANY BUILDING LOCATED WITHIN A UNIT. THE NUMBER OF VOTES IN THE ASSOCIATION AND THE PERCENTAGE INTEREST IN THE COMMON ELEMENTS IS SUBJECT TO CHANGE UPON THE CONSTRUCTION OF A BUILDING WITHIN ANY UNIMPROVED UNIT OR THE EXPANSION OF ANY EXISTING BUILDING WITHIN A UNIT. A RECALCULATION OF THE NUMBER OF VOTES IN THE ASSOCIATION AND THE PERCENTAGE INTEREST IN THE COMMON ELEMENTS SHALL OCCUR AND SHALL BECOME EFFECT UPON THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR A NEWLY CONSTRUCTED BUILDING WITHIN A UNIT OR ANY ADDITION TO AN EXISTING BUILDING WITHIN A UNIT.

LIABILITY FOR COMMON EXPENSES: Each Unit shall be liable for payment of common expenses in the same percentage as the interest in the Common Elements appertaining to that Unit.

Deed Doc: CNDO
Recorded 08/17/2012 04:30PM

Beverly Logan
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 03978 Pg 0011-0022
Penalty:

After Recording Return To:
G. Marcus Hodge
Portson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Ga 30606

FIFTH AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF AMSP PROPERTIES, LLC, a Georgia limited liability company
for Athens Medical Specialty Park, a Condominium Development

This Fifth Amendment to the Declaration of Condominium for Athens Medical Specialty Park is made effective this 16th day of November, 20 11.

WITNESSETH:

WHEREAS, the Amended and Restated Declaration of AMSP Properties, LLC, a Georgia limited liability company, for Athens Medical Specialty Park, a Condominium Development was executed on April 14, 2004, recorded in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia, in Deed Book 2639, page 397, as amended by First Amendment dated April 15, 2005, and recorded in Deed Book 2852, page 207, said Clerk's Office (the "First Amendment") and further amended by Second Amendment dated April 15, 2005, and recorded in Deed Book 2852, page 211, said Clerk's Office (the "Second Amendment") and further amended by Third Amendment dated April 13, 2005, and recorded in Deed Book 2908, page 456, said Clerk's Office ("Third Amendment") and further amended by Fourth Amendment dated January 1, 2009, and recorded in Deed Book 3831, page 69, said Clerk's Office (collectively the "Declaration"); and

WHEREAS, improvements have been constructed upon Unit Parcel D increasing the square footage resulting in a change to the percentage of interest in common elements, together with number of votes in the Association; and

WHEREAS, all Unit Owners of the Condominium and the Association desire to amend certain provisions in the Declaration and the purpose of this Declaration is to effectuate such modifications.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the Declaration is hereby amended as follows:


1. Exhibit "B" attached to the Declaration is hereby deleted in its entirety and substituted in lieu thereof is the Exhibit "B" attached to this Fifth Amendment to Amended and Restated Declaration.
2. Except as otherwise defined herein, all capitalized terms used herein shall have the meaning as ascribed to it in the Declaration.

Except as amended herein, all other terms, conditions and restrictions contained in the Declaration shall remain the same and be in full force and effect.



IN WITNESS WHEREOF, the various unit owners and the President of the Association have set their hands and affixed their seals to this Amendment on the date and year first above written.

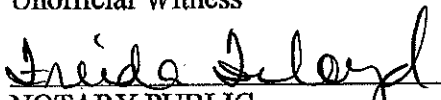
UNIT OWNER AS TO UNIT PARCEL A:
BADA-BING, LLC, a Georgia limited liability company

By:  (Seal)
C. Edwin Pittman, Member

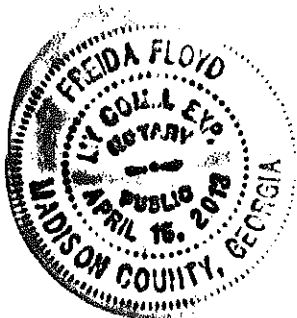
By: _____ (Seal)
James A. Parker, Member

Signed, sealed and delivered in the presence of:


Unofficial Witness


NOTARY PUBLIC

FREIDA FLOYD
Notary Public, Madison County, Georgia
My Commission Expires
April 15, 2013





IN WITNESS WHEREOF, the various unit owners and the President of the Association have set their hands and affixed their seals to this Amendment on the date and year first above written.

UNIT OWNER AS TO UNIT PARCEL A:
BADA-BING, LLC, a Georgia limited liability
company

By: _____ (Seal)

C. Edwin Pittman, Member

By: _____ (Seal)

James A. Parker, Member

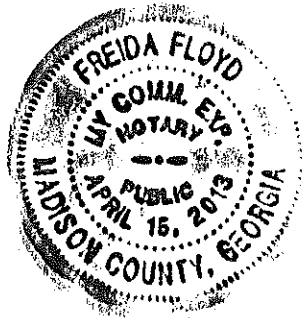
Signed, sealed and delivered in the
presence of:

[Signature]

Unofficial Witness

[Signature]
NOTARY PUBLIC

FREIDA FLOYD
Notary Public, Madison County, Georgia
My Commission Expires
April 15, 2013





UNIT OWNER AS TO SUITE A OF UNIT
PARCEL B:

ATHENS PULMONARY, LLC

By: [Signature] (Seal)
F. Hugh Jenkins, Member

By: [Signature] (Seal)
Wayne F. Middendorf, Member

By: [Signature] (Seal)
Jane M. Parks, Member

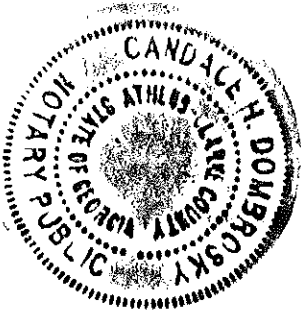
By: [Signature] (Seal)
John P. Lazenby, Member

Signed, sealed and delivered in the
presence of:

[Signature]
Unofficial Witness

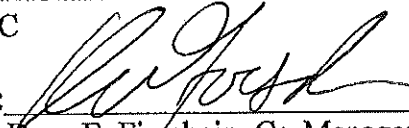
[Signature]
NOTARY PUBLIC

Candace H. Dombrosky
Notary Public, Clarke County Georgia
My Commission Expires April 11, 2013 (Signatures continued on following page)






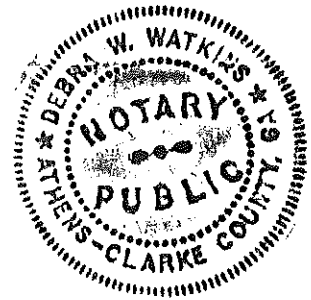
UNIT OWNER AS TO SUITE B OF UNIT
PARCEL B:
PARTNERS PROPERTIES OF ATHENS,
LLC

By:  (Seal)
Dean E. Firschein, Co-Manager

Signed, sealed and delivered in the
presence of:


Unofficial Witness


NOTARY PUBLIC



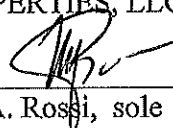
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Bk 03978

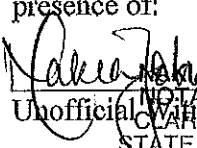
Pg 0016

UNIT OWNER AS TO UNIT PARCEL C:
MJJ PROPERTIES, LLC

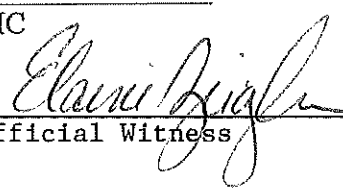
By:  (Seal)
Mauro A. Rossi, sole member

2/17/12

Signed, sealed and delivered in the
presence of:


NAKIA JOHNSON
Unofficial NOTARY PUBLIC
CLARKE COUNTY,
STATE OF GEORGIA
My Commission Expires March 29, 2015


NOTARY PUBLIC


Unofficial Witness

(Signatures continued on following page)



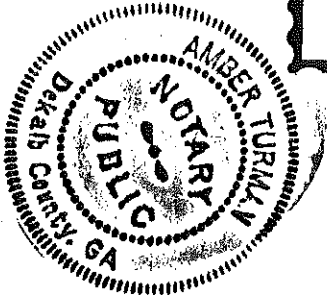
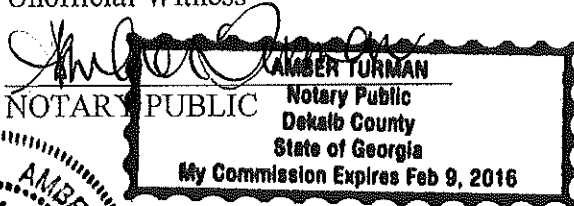
UNIT OWNER AS TO UNIT PARCEL D:
Q & W LAND HOLDING, LLC

By:  (Seal)
Jeffrey M. Williams, Member

By:  (Seal)
Asif Qadri, Member

Signed, sealed and delivered in the
presence of:


Unofficial Witness



(Signatures continued on following page)



UNIT OWNER AS TO UNIT PARCEL E:
JUBILEE PROPERTIES, L.L.C.

By: Ranjit C. Mathew (Seal)
Ranjit C. Mathew, Member

Signed, sealed and delivered in the
presence of:

Eamun High
Unofficial Witness

Isha Blake 8/3/12
NOTARY PUBLIC



(Signatures continued on following page)



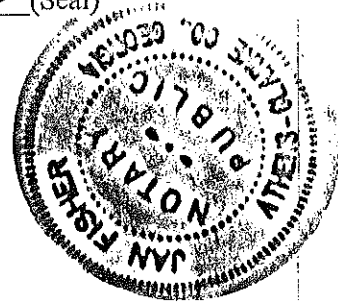
UNIT OWNER AS TO UNIT PARCEL F:
PRG HOLDINGS, LLC

By: Peter F. Van Dyck (Seal)
Peter F. Van Dyck, Member

Signed, sealed and delivered in the
presence of:

Margaret Fulcher
Unofficial Witness

Jan Fisher
NOTARY PUBLIC Exp. 9/1/15



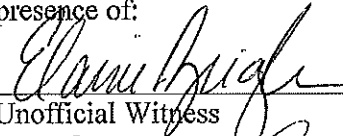
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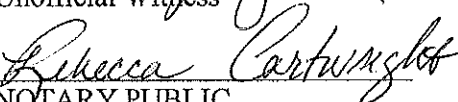


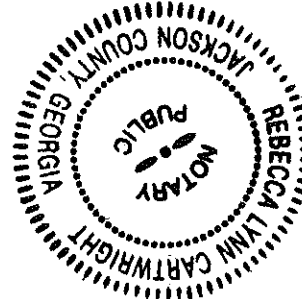
UNIT OWNER AS TO UNIT PARCEL G:
VMW PROPERTIES, LLC

By:  (Seal)
Mark Vrana, Managing Member

Signed, sealed and delivered in the
presence of:


Unofficial Witness


NOTARY PUBLIC



(Signatures continued on following page)

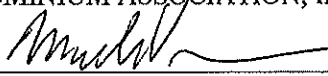
REBECCA CARTWRIGHT
NOTARY PUBLIC
JACKSON COUNTY, STATE OF GEORGIA
MY COMM. EXR 1-13-14



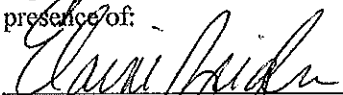
Bk 03978

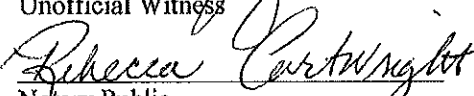
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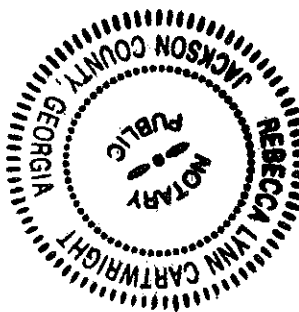
ATHENS MEDICAL SPECIALTY PARK
CONDOMINIUM ASSOCIATION, INC.

By:  (SEAL)
Mark Vrana, President

Signed, sealed and delivered in the
presence of:


Unofficial Witness


Notary Public



REBECCA CARTWRIGHT
NOTARY PUBLIC
JACKSON COUNTY, STATE OF GEORGIA
MY COMM. EXP. 1-13-14



EXHIBIT "B" TO
DECLARATION OF CONDOMINIUM FOR
ATHENS MEDICAL SPECIALTY PARK, A CONDOMINIUM DEVELOPMENT

CONDOMINIUM UNIT INFORMATION

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		<u>100.00</u>	<u>100.0000%</u>

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