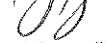




Deed Doc: CNDO
Recorded 04/01/2022 11:11AM

Evelyn Logan 
Clerk Superior Court, Athens-Clarke County, Ga.
Bk 05354 Pg 0001-0014

Penalty:

-----Space Above This Line for Recorder's Use-----

After recording, please return to:
Fortson, Bentley and Griffin, P.A.
2500 Daniell's Bridge Road
Building 200, Suite 3A
Athens, Georgia 30606
Attn: G. Marcus Hodge

Attention Clerk of Court
Please cross index in Deed Book 2639
page 397

SIXTH AMENDMENT TO AMENDED AND RESTATED DECLARATION FOR
ATHENS MEDICAL SPECIALTY PARK, A CONDOMINIUM DEVELOPMENT

This Sixth Amendment to the Declaration of Condominium for Athens Medical Specialty Park (this "Sixth Amendment") is made this 30th day of March, 2022 by Athens Medical Specialty Park Condominium Association, Inc. (the "Association") and all Unit Owners and their respective Mortgagees, in Athens Medical Specialty Park Condominium Development in Athens-Clarke County, Georgia (the "Condominium"). All capitalized terms as used herein shall have the meanings assigned to such terms in the Declaration (as defined below), unless otherwise defined herein.

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, and further amended by Second Amendment dated April 15, 2005, and recorded in Deed Book 2852, page 211, said Clerk's Office, and further amended by Third Amendment dated April 13, 2005, and recorded in Deed Book 2908, page 456, said Clerk's Office, and further amended by Fourth Amendment dated January 1, 2009, and recorded in Deed Book 3831, page 69, said Clerk's Office and further amended by Fifth Amendment dated November 16, 2011 and recorded in Deed Book 3978, page 11, said Clerk's Office (collectively the "Declaration"); and

WHEREAS, the Declaration and O.C.G.A. Section 44-3-99 makes provisions for submitted property to be withdrawn from the Condominium form of ownership, and all of the Unit Owners of the Condominium have agreed that the portion of the submitted property containing approximately 0.84 acres as set forth and described on Exhibit "C" attached hereto and by reference made a part hereof be withdrawn from the Condominium (the "Withdrawn Property"); and

WHEREAS, the Withdrawn Property consists of (i) that certain unit designated as Parcel G as more particularly described on that certain Condominium Plat dated January, 2001 recorded in Condominium Plat Book 2, page 7, in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia (the "Unit G Withdrawn Property"), and (ii) that certain common area containing approximately 0.449 acres that surrounds the Unit G Withdrawn Property (the "Common Area Withdrawn Property"); and

WHEREAS, the remaining submitted property in the Condominium (the "Remaining Submitted Property") is set forth and described on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, upon the effective date of this Sixth Amendment, fee simple title to the Common Area Withdrawn Property shall be vested in the Unit Owners as tenants in common so that each Unit Owner holds title to the Common Area Withdrawn Property in the same percentage interest in Common Elements as currently set forth on Exhibit "B" to the Fifth Amendment of the Declaration recorded in Deed Book 3978, page 11, aforesaid records (the "Fifth Amendment").

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


1. The Withdrawn Property is hereby withdrawn as part of the submitted property of the Condominium, and the Remaining Submitted Property does, and shall hereafter, constitute all of the Submitted Property of the Condominium.
2. The Declaration is hereby amended by deleting Exhibit "A" attached to the Declaration in its entirety and substituting in lieu thereof Exhibit "A" attached to this Sixth Amendment, so that references to the "Property" in the Declaration, as amended hereby, shall mean the Remaining Submitted Property.
3. The effective date of this Sixth Amendment shall be the date of recording of this Sixth Amendment in the Office of the Clerk of the Superior Court of Athens-Clarke County, Georgia.
4. With the withdraw of the unit identified as Parcel G from the Condominium, the Unit Owners agree that the reallocation of votes and percentage interest in Common Elements are set forth on Exhibit "B" attached hereto and by reference made a part hereof. The Exhibit "B" attached to the Fifth Amendment is hereby deleted in its entirety, except for the limited purpose set forth in Section 5 below.
5. Contemporaneous with the effective date of this Sixth Amendment, VMW Properties, LLC shall convey fee simple title of the Withdrawn Property to UCBC Athens, LLC ("UCBC"). Contemporaneous with the effective date of this Sixth Amendment, the Association and UCBC shall record that certain Amended and Restated Easement Agreement (the "Easement Agreement). The Easement Agreement provides, in part, that UCBC shall continue to enjoy all rights, privileges, easements, access and use in and to all of the Common Areas, now or hereafter, located on the Condominium. In consideration of UCBC's rights under the Easement Agreement, UCBC shall have the continuing obligation to pay its prorata share of condominium dues and assessments to the Association as if the withdrawal of the Unit G Withdrawn Property did not occur. Solely for the purpose of calculating each Unit Owner's and UCBC's percentage of payment of common area expenses and assessments to the Association, the Exhibit "B" attached to the Fifth Amendment shall control.

This Sixth Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 Sixth Amendment on the date and year first above written.


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

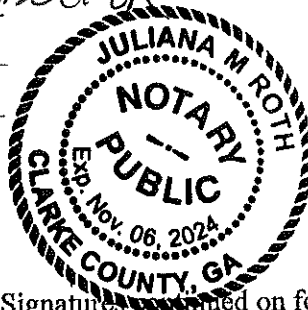
By:  (Seal)
C. Edwin Pittman

As Its: Member

Signed, sealed and delivered in the
presence of:


Unofficial Witness


NOTARY PUBLIC



(Signatures continued on following page)

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

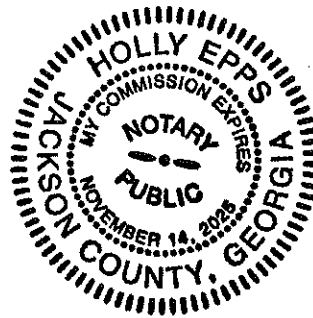
By: NBM (Seal)

As Its: CEO

Signed, sealed and delivered in the
presence of:

Sherry Walt
Unofficial Witness

Holly Epps
NOTARY PUBLIC



(Signatures continued on following page)

UNIT OWNER AS TO UNIT PARCEL C:
ERA INVESTMENTS, LLC, a Georgia
limited liability company

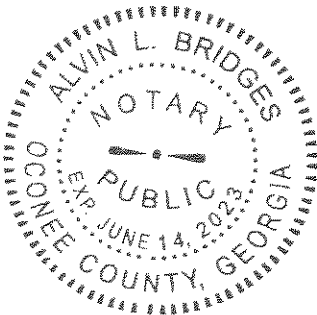
By: [Signature] (Seal)
Joshua R. Chandler

As Its: Member

Signed, sealed and delivered in the
presence of:

[Signature]
Unofficial Witness

[Signature]
NOTARY PUBLIC



(Signatures continued on following page)

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

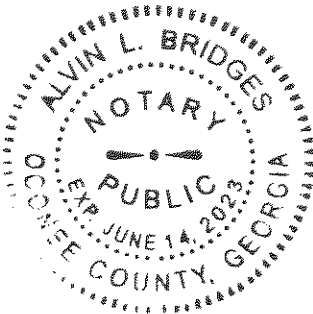
By: Jeffrey M. Williams (Seal)
Jeffrey M. Williams

As Its: Member

Signed, sealed and delivered in the
presence of

Unofficial Witness

NOTARY PUBLIC



(Signatures continued on following page)

UNIT OWNER AS TO UNIT PARCEL E:
ATHENS JUBILEE PROPERTIES, LLC

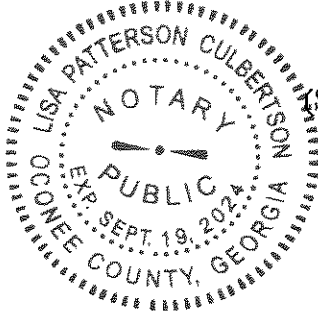
By: Ranjit C. Mathew (Seal)
Ranjit C. Mathew

As Its: Member

Signed, sealed and delivered in the
presence of:

Unita Stull
Unofficial Witness


Lisa Patterson Culbertson
NOTARY PUBLIC

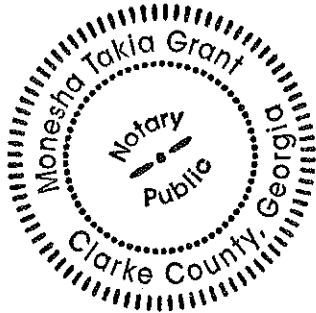


(Signatures continued on following page)

UNIT OWNER AS TO UNIT PARCEL F
and UNIT PARCEL G:

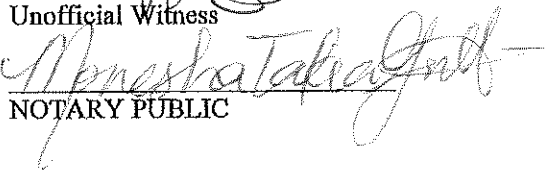
VMW PROPERTIES, LLC, a Georgia
limited liability company

 (Seal)
Petros Nikolinakos
As Its: Manager



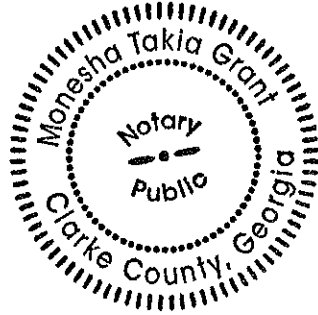
Signed, sealed and delivered in the
presence of:


Unofficial Witness


NOTARY PUBLIC

Monesha Takia Grant
Notary Public, Clarke County, Georgia
My Commission Expires 04/25/2023

(Signatures continued on following page)



ATHENS MEDICAL SPECIALTY PARK
CONDOMINIUM ASSOCIATION, INC.

By: [Signature] (SEAL)
Cynthia Shepherd

As Its: President

Signed, sealed and delivered in the
presence of

[Signature]
Unofficial Witness

[Signature]
Notary Public

Monesha Takia Grant
Notary Public, Clarke County, Georgia
My Commission Expires 04/25/2023

The undersigned mortgagee of Unit Parcel A, Unit Parcel B, Suite A, Unit Parcel B, Suite B, and Unit Parcel C hereby consents to the terms and conditions of this Sixth Amendment and all action herein taken.

FIRST AMERICAN BANK AND TRUST
COMPANY

By: [Signature]

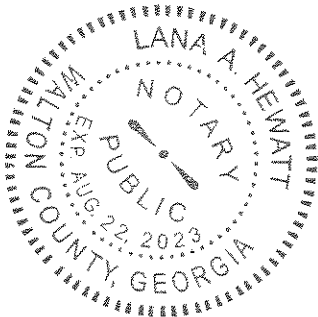
As Its: Exec Vice President

[Corporate Seal]

Signed, sealed and delivered in the
presence of:

[Signature]
Unofficial Witness

Lana A Hewitt
NOTARY PUBLIC



The undersigned mortgagee of Unit Parcel D hereby consents to the terms and conditions of this Sixth Amendment and all action herein taken.

THE COMMERCIAL BANK

By: _____

As Its: _____

[Corporate Seal]

Signed, sealed and delivered in the
presence of:

Unofficial Witness

NOTARY PUBLIC

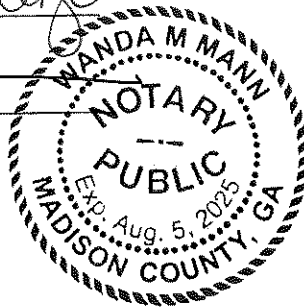


EXHIBIT "A"

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.

LESS AND EXCEPT:

All that tract of land, together with improvements thereon, situate, lying and being in the 1347th Georgia Militia District, in Athens-Clarke County, Georgia, and being more particularly described as follows:

COMMENCE at an iron pin having the Georgia State Plane Coordinates N:1450782.60 E:2524740.88 (Georgia Western Zone);
 thence N 52°31'57" W a distance of 126.34' to an iron pin, said iron pin being the POINT OF BEGINNING;
 thence S 49°45'31" W a distance of 260.39' to an iron pin;
 thence N 39°44'37" W a distance of 141.39' to an iron pin;
 thence N 49°45'31" E a distance of 191.77' to an iron pin;
 thence N 39°56'03" W a distance of 76.71' to an iron pin;
 thence N 50°19'01" E a distance of 19.51' to an axle;
 thence S 52°31'57" E a distance of 223.01' to an iron pin, which is the point of beginning;
 said tract containing 0.84 acres more or less

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

CONDOMINIUM UNIT INFORMATION

<u>UNIT NO.</u>	<u>SQUARE FOOTAGE</u>	<u>VOTES PER UNIT</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
Parcel A	10,250	13.59	13.59%
Parcel B			
Suite A	19,526	25.89	25.89%
Suite B	4,970	6.59	6.59%
Parcel C	14,422	19.12	19.12%
Parcel D	16,500	21.88	21.88%
Parcel E	6,000	7.96	7.96%
Parcel F	3,750	4.97	4.97%
		100	100.00%

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.

EXHIBIT "C"

Bk 05354 Pg 0014

All that tract of land, together with improvements thereon, situate, lying and being in the 1347th Georgia Militia District, in Athens-Clarke County, Georgia, and being more particularly described as follows:

COMMENCE at an iron pin having the Georgia State Plane Coordinates

N:1450782.60 E:2524740.88 (Georgia Western Zone);

thence N 52°31'57" W a distance of 126.34' to an iron pin, said iron pin being the POINT OF BEGINNING;

thence S 49°45'31" W a distance of 260.39' to an iron pin;

thence N 39°44'37" W a distance of 141.39' to an iron pin;

thence N 49°45'31" E a distance of 191.77' to an iron pin;

thence N 39°56'03" W a distance of 76.71' to an iron pin;

thence N 50°19'01" E a distance of 19.51' to an axle;

thence S 52°31'57" E a distance of 223.01' to an iron pin, which is the point of beginning;

said tract containing 0.84 acres more or less