

STATE OF GEORGIA

COUNTY OF FULTON

AMENDMENT TO DECLARATION OF CONDOMINIUM
BRANDON MILL FARMS CONDOMINIUM

THIS AMENDMENT is made on the date hereinafter set forth by BWIT FIFTY-FIFTH STREET, INC., a Florida corporation d/b/a The Lexington Group, Inc. (hereinafter, including its successors and assigns standing in the same relation to the Condominium as BWIT Fifty-Fifth Street, Inc., referred to as "Declarant") for the purpose of submitting the Phase II Property, as defined below, to the Georgia Condominium Act, 1975, as amended, Official Code of Georgia §44-3-70 et. seq. (hereinafter referred to as the "Act").

1. Definitions. Unless the context otherwise requires, the terms defined in the Act and the Declaration, as defined below, shall, for the purposes of this Amendment, be deemed to have the meaning herein that is specified in the Act and Declaration and in addition the following terms shall have the meanings respectively set forth next to the particular term:

- (a) "Condominium" means the Brandon Mill Farms Condominium submitted to the Act by the Declaration that is located on the property.
- (b) "Association" means the Brandon Mill Farms Condominium Association, Inc., its successors and assigns, acting on behalf of the owners and in accordance with the Condominium Instruments for the purpose of exercising the powers of the Association for administering the Condominium.
- (c) "Declaration" means that certain Declaration of Condominium for Brandon Mill Farms Condominium dated July 11, 1984, recorded at Deed Book 9095, page 435 of Fulton County, Georgia Records.
- (d) "Plans" mean the condominium floor plans for the Brandon Mill Farms Condominium, dated September 9, 1981, as recorded in the Condominium File Cabinet 2, Folder 208 of Fulton County, Georgia Records.
- (e) "Plat" means the condominium survey of the Brandon Mill Farms Condominium prepared by Robert L. White, Georgia Registered Land Surveyor, dated June 19, 1984,

GEORGIA, Fulton County, Clerk's Office Superior Court

Filed & Recorded

Aug 31, 1984 at *3:16*

Debra J. Price CLERK

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as recorded in Condominium Plat Book 7, page 69-71 of Fulton County, Georgia Records.

- (f) "Amended Plans" mean the condominium floor plans for the Phase II Property of the Brandon Mill Farms Condominium prepared by Daniel W. Meacham, Registered Engineer, dated August 30, 1984, as recorded in the Condominium File Cabinet of Fulton County, Georgia Records.
- (g) "Amended Plat" means the condominium survey of the Phase II Property of the Brandon Mill Farms Condominium prepared by Robert L. White, Georgia Registered Land Surveyor, dated August 27, 1984, as recorded in the Condominium Plat Book 7, page 69-71, Fulton County, Georgia Records.
- (h) "Property" means all interests, rights, and title to the Property which was submitted to the Act pursuant to the Declaration that is more fully described on Exhibit "A", attached hereto and by this reference made a part hereof, including, without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the above-referenced Property and all hereditaments and appurtenances thereto.
- (i) "Phase II Property" means all interests, rights and title to the Property which is hereby submitted to the Act and added to the Condominium pursuant to this Amendment that is more fully described on Exhibit "B", attached hereto and by this reference made a part hereof, including, without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the Phase II Property and all hereditaments and appurtenances thereto.

Any words in this Declaration importing the masculine gender shall include the feminine and words importing persons shall include bodies corporate and the singular shall include the plural and vice versa.

2. Additional Units. The Condominium shall consist of the 126 units located on the Property submitted by the Declaration and shown on the Plat and Plans ("Original Units") and the 120 additional units located on the Phase II Property as shown on the Amended Plat and Amended Plans which are hereby submitted to the Act as a part of the Condominium ("Additional

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Units") having the identifying numbers set forth on Exhibit "C", attached hereto and by this reference made a part hereof, and located as shown on the Amended Plans and Amended Plat with each Additional Unit together with the units submitted by the Declaration intended for independent ownership and use within the buildings. The boundaries of the Additional Units described on Exhibit "C" shall have the boundaries described in paragraph 4 of the Declaration and as shown on the Amended Plans and Amended Plat.

3. Additional Common Elements. The Common Elements of the Condominium shall include the Property and Phase II Property, the air space above the buildings, portions of the buildings which are not made a part of any unit by the Declaration or this Amendment and any and all other portions of such land not included as part of a unit by the Declaration or this Amendment, or the Act and all other portions of such land which the Act and Declaration make part of the Common Elements.

4. Limited Common Elements. The Limited Common Elements of the Condominium shall include all portions of the Property and the Phase II Property that constitute a portion of the Limited Common Elements as described in paragraph 6 of the Declaration. Each Additional Unit submitted to the Act by this Amendment shall be entitled to the exclusive use of portions of the Common Elements described herein that are attributable to that unit as a Limited Common Element pursuant to the Declaration.

5. Reallocation of Undivided Interests in Common Elements. An undivided interest in the Common Elements equal to the share set forth on Exhibit "C" next to each unit designation is hereby allocated to each Original Unit submitted by the Declaration and each Additional Unit submitted hereby and is vested in the owners of such units.

6. Reallocation of Votes in the Association. The owner of each Original Unit submitted by the Declaration and each Additional Unit shall be entitled to one (1) vote in the Association to be exercised as provided in the Declaration and By-Laws.

7. Reallocation of Liability. The owner of each Original Unit submitted by the Declaration and each Additional Unit submitted hereby shall be liable for and assessed a share equal to the share set forth on Exhibit "C" next to each unit designation for the Common Expenses of the Association in accordance with the Declaration.

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8. Association. In addition to the owners of the Original Units located on the Property, the owners of Additional Units located on the Phase II Property shall automatically become members of the Brandon Mill Farms Condominium Association, Inc., and owners of all such units shall have rights and obligations of membership automatically upon taking title to a unit in the Condominium.

9. Amendment. Except as expressly amended and modified herein, the Declaration and the Condominium Instruments described therein shall remain unchanged and in full force and effect.

10. Preparer. This Amendment has been prepared by F. Lawrence Street Of Morris & Manning, Attorneys at Law, 230 Peachtree Street, Suite 2100, Atlanta, Georgia 30303.

IN WITNESS WHEREOF, Declarant has executed this Amendment under its hand and seal as of the 30th day of August, 1984.

Signed, sealed and delivered in the presence of:

BWIT FIFTY-FIFTH STREET, INC.

Tom G. Thurnburg
Witness

By: J. M. Parker

Title:

CORP.
SEAL

Terri L. Gibson
Witness

Attest: President

Title:

Janice Hummer
Notary Public
My Commission Expires:
3/2/86
[NOTARY SEAL]

[CORPORATE SEAL]



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Signed, sealed and
delivered in the
presence of:

FIRST UNION NATIONAL BANK

H. Guy Shuler
Witness

By:

Ray H. Cuth

Attest:

Mary L. White
Notary Public

[Signature]
Assistant Secretary

(BANK SEAL)

My commission expires: 7-24-89

(Notary Seal)



EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 23 of the 17th District of Fulton County, Georgia and being more particularly described as follows:

Commencing at an iron pipe located at the common corner of Land Lots 23, 22, 31 and 32 of said district and county; running thence north $00^{\circ}10'08''$ east a distance of 415 feet to a point; running thence north $61^{\circ}14'03''$ east a distance of 402.77 feet to a point; running thence north $58^{\circ}23'55''$ east a distance of 158.57 feet to a point; running thence along the arc of a curve following the centerline of the paved road a distance of 178.42 feet to a point located a chord distance of 177.63 feet as measured from the last point along a line having a bearing from the last point of north $49^{\circ}05'52''$ east said curve having a radius of 549.55 feet; running thence north $39^{\circ}47'50''$ east a distance of 126.66 feet to a point; running thence along an arc following the centerline of a paved driveway a distance of 85.86 feet to a point located a distance of 85.79 feet from the last point as measured along the line from the last point having a bearing of north $35^{\circ}46'06''$ east said arc having a radius of 610.51 feet; running thence north $31^{\circ}44'22''$ east a distance of 132.29 feet to a point; running thence along an arc to the east a distance of 73.2 feet to a point said point being located a distance of 70.18 feet from the last point as measured along a line having a bearing of north $60^{\circ}25'46''$ east from said last point and said arc having a radius of 73.09 feet; running thence north $00^{\circ}52'50''$ west a distance of 40 feet to a point; running thence north $89^{\circ}07'11''$ east a distance of 317.69 feet to a point; running thence North $89^{\circ}07'00''$ East a distance of 131.16 feet to a point; running thence along an arc to the southwest a distance of 34.92 feet to a point located a chord distance of 34.87 feet from the last point as measured from the last point along a line having a bearing south $71^{\circ}17'50''$ west said curve having a radius of 185 feet; running thence south $13^{\circ}17'42''$ east a distance of 50 feet to a point; running thence to the northeast along an arc following the southeastern side of the right-of-way of Colquit Road a distance of 115.89 feet to a point said point being located a chord distance of 114.72 feet from the last point along a line measured from the last point having a bearing north $62^{\circ}34'38''$ east and said curve having a radius of 235 feet; running thence south $29^{\circ}07'25''$ west a distance of 105.9 feet to a point; running thence south $89^{\circ}07'42''$ west a distance of 362.96 feet to a point; running thence south $68^{\circ}48'51''$ west a distance of 188.11 feet to a point; running thence south $30^{\circ}49'13''$ west a distance of 195.30 feet to a point; running thence south

72°04'38" east a distance of 27.68 feet to a point ("Point A"); running thence southeasterly along the centerline of a branch and following the meanderings thereof for a distance of 429.3 feet more or less to a point ("Point B") (to find Point B commence at Point A and run as follows: (i) from Point A run south 77°25'54" east a distance of 133.7 feet to a point; (ii) thence run south 43°54'34" east a distance of 273.68 feet to a point; (iii) thence run thence south 42°16'25" east a distance of 50.69 feet to a point being the point known as Point B in the centerline of the branch); running thence south 30°00'11" west a distance of 648.17 feet to a pin located on the southern land lot line of Land Lot 23; running thence south 89°44'46" west a distance of 754.3 feet to an iron pin located at the common corner of Land Lots 23, 22, 31 and 32 of said district and county, being the Point of Beginning; said property being the same property shown as Phase I on that certain survey prepared by Robert L. White dated June 4, 1982, and last revised January 16, 1984.

Said property being subject to a non-ingress and egress easement reserved in that certain General Warranty Deed from Martha Hammond and Brandon Mill Farms, Ltd. recorded at Deed Book 8091, page 415 of the Fulton County, Georgia Records running over, across and through the above-described property from Colquit Road allowing access to and from the property shown as out tract on the above-described survey which is located to the east of the above-described property and to the west of the right-of-way of the North Fulton Expressway, Georgia 400.

EXHIBIT "B"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 23 of the 17th District of Fulton County, Georgia, and being more particularly described as follows:

To find the Point of Beginning commence at an iron pipe and stone located at the common corner of Land Lots 23, 22, 31 and 32 of said district and county; running thence north 00°10'08" east a distance of 415 feet to a point, being the True Point of Beginning; from said Point of Beginning running thence north 61°14'03" east a distance of 402.77 feet to a point; running thence north 58°23'55" east a distance of 158.57 feet to a point; running thence along an arc a distance of 178.42 feet to a point that is located a distance of 177.63 feet as measured from the last point along a line having a bearing of north 49°05'52" east said arc having a radius of 549.55 feet; running thence north 39°47'50" east a distance of 126.66 feet to a point; running thence along the arc of a curve a distance of 85.86 feet to a point located a distance of 85.79 feet from the last point as measured along a line from the last point having a bearing of north 35°46'06" east and said curve having a radius of 610.51 feet; running thence north 31°44'22" east a distance of 132.29 feet to a point; running thence northeasterly along the arc of a curve a distance of 73.2 feet to a point located a distance of 70.18 feet from the last point as measured along a line from the last point having a bearing of north 60°25'46" east said arc having a radius of 73.09 feet; running thence north 00°52'50" west a distance of 40 feet to a point; running thence south 89°07'11" west a distance of 881.54 feet to a point located on the west line of Land Lot 23; running thence south 00°10'08" west a distance of 733.73 feet to a point, being the Point of beginning; said property being the same property as that property shown as Phase II on that certain survey prepared by Robert L. White dated June 4, 1982 and last revised January 16, 1984.

EXHIBIT "C"

PAGE 1

PAGE 2

BRANDON HILL FARMS
 MCNEOWNER PERCENTAGES
 MARCH 6, 1984

ADDRESS	DESCRIPTION	SQ FT	PHASE 1 & 2
1101 OLD HAMMOND CHASE	2BR2BA G	1273	0.004745
1102 OLD HAMMOND CHASE	2BR2BA G	1273	0.004745
1103 OLD HAMMOND CHASE	2BR2BA G	1273	0.004745
1104 OLD HAMMOND CHASE	2BR2BA G	1273	0.004745
1105 OLD HAMMOND CHASE	2BR2BA TH	1456	0.005427
1106 OLD HAMMOND CHASE	2BR2BA TH	1456	0.005427
1107 OLD HAMMOND CHASE	2BR2BA G	1273	0.004745
1108 OLD HAMMOND CHASE	2BR2BA G	1273	0.004745
1109 OLD HAMMOND CHASE	2BR2BA G	1273	0.004745
1110 OLD HAMMOND CHASE	2BR2BA G	1273	0.004745
1201 OLD HAMMOND CHASE	3BR2BA G	1397	0.005207
1202 OLD HAMMOND CHASE	3BR2BA G	1397	0.005207
1203 OLD HAMMOND CHASE	3BR2BA G	1397	0.005207
1204 OLD HAMMOND CHASE	3BR2BA G	1397	0.005207
1205 OLD HAMMOND CHASE	3BR2BA G	1397	0.005207
1206 OLD HAMMOND CHASE	2BR2BA TH	1456	0.005427
1207 OLD HAMMOND CHASE	2BR2BA TH	1456	0.005427
1208 OLD HAMMOND CHASE	3BR2BA G	1397	0.005207
1209 OLD HAMMOND CHASE	3BR2BA G	1397	0.005207
1210 OLD HAMMOND CHASE	3BR2BA G	1397	0.005207
1211 OLD HAMMOND CHASE	3BR2BA G	1397	0.005207
1212 OLD HAMMOND CHASE	3BR2BA G	1397	0.005207
1301 OLD HAMMOND CHASE	2BR2BA G	1139	0.004245
1302 OLD HAMMOND CHASE	1BR1BA G	825	0.003075
1303 OLD HAMMOND CHASE	2BR2BA G	1139	0.004245
1304 OLD HAMMOND CHASE	2BR2BA G	1139	0.004245
1305 OLD HAMMOND CHASE	1BR1BA G	825	0.003075
1306 OLD HAMMOND CHASE	1BR1BA G	825	0.003075
1307 OLD HAMMOND CHASE	2BR2BA G	1139	0.004245
1308 OLD HAMMOND CHASE	2BR2BA G	1139	0.004245
1309 OLD HAMMOND CHASE	1BR1BA G	825	0.003075
1310 OLD HAMMOND CHASE	1BR1BA G	825	0.003075
1311 OLD HAMMOND CHASE	1BR1BA G	825	0.003075
1312 OLD HAMMOND CHASE	2BR2BA G	1139	0.004245
1313 OLD HAMMOND CHASE	1BR1BA G	825	0.003075
1314 OLD HAMMOND CHASE	1BR1BA G	825	0.003075
1315 OLD HAMMOND CHASE	2BR2BA G	1139	0.004245
1316 OLD HAMMOND CHASE	2BR2BA G	1139	0.004245
1317 OLD HAMMOND CHASE	1BR1BA G	825	0.003075
1318 OLD HAMMOND CHASE	1BR1BA G	825	0.003075
1319 OLD HAMMOND CHASE	2BR2BA G	1139	0.004245
1320 OLD HAMMOND CHASE	2BR2BA G	1139	0.004245
1401 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1402 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1403 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1404 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1405 HUNTINGDON CHASE	2BR2BA G	1139	0.004245

1406 HUN
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1406 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1407 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1408 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1409 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1410 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1411 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1412 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1413 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1414 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1415 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1416 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1501 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1502 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1503 HUNTINGDON CHASE	1BR1BA G	825	0.003075
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1505 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1506 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1507 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1508 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1509 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1510 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1511 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1512 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1513 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1514 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1515 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1516 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1601 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
1602 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
1603 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1604 HUNTINGDON CHASE	1BR1BA G	825	0.003075
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1608 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1609 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1610 HUNTINGDON CHASE	1BR1BA G	825	0.003075
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1612 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
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1614 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1615 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
1616 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
1701 HUNTINGDON CHASE	1BR1PA G	953	0.003560
1702 HUNTINGDON CHASE	1BR1BA G	953	0.003560
1703 HUNTINGDON CHASE	1BR1BA G	953	0.003560
1704 HUNTINGDON CHASE	1BR1BA G	953	0.003560
1705 HUNTINGDON CHASE	2BR2BA TH	1454	0.005427
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1707 HUNTINGDON CHASE	1BR1BA G	953	0.003560
1708 HUNTINGDON CHASE	1BR1BA G	953	0.003560
1709 HUNTINGDON CHASE	1BR1BA G	953	0.003560
1710 HUNTINGDON CHASE	1BR1BA G	953	0.003560

1801 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1802 HUNTINGDON CHASE	1BR1BA G	825	0.003075
1803 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
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1805 HUNTINGDON CHASE	1BR1BA G	825	0.003075
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1808 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1809 HUNTINGDON CHASE	1BR1BA G	825	0.003075
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1811 HUNTINGDON CHASE	1BR1BA G	825	0.003075
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1817 HUNTINGDON CHASE	1BR1BA G	825	0.003075
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1819 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
1820 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
<u>3BR2BA G</u>			
1901 HUNTINGDON CHASE	<u>3BR2BA G</u>	1397	0.005207
1902 HUNTINGDON CHASE	<u>3BR2BA G</u>	1397	0.005207
1903 HUNTINGDON CHASE	<u>3BR2BA G</u>	1397	0.005207
1904 HUNTINGDON CHASE	<u>3BR2BA G</u>	1397	0.005207
1905 HUNTINGDON CHASE	<u>3BR2BA G</u>	1397	0.005207
1906 HUNTINGDON CHASE	2BR2BA TH	1456	0.005427
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1911 HUNTINGDON CHASE	<u>3BR2BA G</u>	1397	0.005207
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<u>2BR2BA G</u>			
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2008 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2009 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2010 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2011 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2012 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2013 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2014 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2015 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2016 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
<u>1BR1BA G</u>			
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2103 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2104 HUNTINGDON CHASE	1BR1BA G	955	0.003560

2105 HUNTINGDON CHASE	2BR2BA TH	1456	0.005427
2106 HUNTINGDON CHASE	2BR2BA TH	1456	0.005427
2107 HUNTINGDON CHASE	1BR1BA G	955	0.003560
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2109 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2110 HUNTINGDON CHASE	1BR1BA G	955	0.003560
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2208 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2209 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2210 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2211 HUNTINGDON CHASE	2PR2BA G	1139	0.004245
2212 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2213 HUNTINGDON CHASE	1BR1BA G	925	0.003075
2214 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2215 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2216 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2301 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2302 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2303 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2304 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2305 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2306 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2307 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2308 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2309 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2310 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2311 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2312 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2313 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2314 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2315 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2316 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2401 HUNTINGDON CHASE	3BR2BA G	1397	0.005207
2402 HUNTINGDON CHASE	3BR2BA G	1397	0.005207
2403 HUNTINGDON CHASE	3BR2BA G	1397	0.005207
2404 HUNTINGDON CHASE	3BR2BA G	1397	0.005207
2405 HUNTINGDON CHASE	3BR2BA G	1397	0.005207
2406 HUNTINGDON CHASE	2BR2BA TH	1456	0.005427
2407 HUNTINGDON CHASE	2BR2BA TH	1456	0.005427
2408 HUNTINGDON CHASE	3BR2BA G	1397	0.005207
2409 HUNTINGDON CHASE	3BR2BA G	1397	0.005207
2410 HUNTINGDON CHASE	3BR2BA G	1397	0.005207
2411 HUNTINGDON CHASE	3BR2BA G	1397	0.005207
2412 HUNTINGDON CHASE	3BR2BA G	1397	0.005207
2501 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2502 HUNTINGDON CHASE	1BR1BA G	825	0.003075

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2503 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2504 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2505 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2506 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2507 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2508 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2509 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2510 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2511 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2512 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2513 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2514 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2515 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2516 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2517 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2518 HUNTINGDON CHASE	1BR1BA G	825	0.003075
2519 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2520 HUNTINGDON CHASE	2BR2BA G	1139	0.004245
2601 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2602 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2603 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2604 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2605 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2606 HUNTINGDON CHASE	2BR2BA TH	1456	0.005427
2607 HUNTINGDON CHASE	2BR2BA TH	1456	0.005427
2608 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2609 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2610 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2611 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2612 HUNTINGDON CHASE	1BR1BA G	955	0.003560
2701 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2702 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2703 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2704 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2705 HUNTINGDON CHASE	2BR2BA G	1273	0.004745
2706 HUNTINGDON CHASE	2BR2BA TH	1456	0.005427
2707 HUNTINGDON CHASE	2BR2BA TH	1456	0.005427
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Notary

AUG 23 1984

Return to: Weissman, Nowack, Curry & Zaleon, P.C., Two Midtown Plaza, 15th Floor, 1345 West Peachtree Street, Atlanta, Georgia 30309

STATE OF GEORGIA

CROSS REFERENCE:

Deed Book 9095

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COUNTY OF FULTON

Deed Book 9145

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CROSS REFERENCE

AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
BRANDON MILL FARMS CONDOMINIUM

Doc#00104731 Rec#000046430
GEORGIA, FULTON COUNTY
Filed and Recorded
09/11/1984 08:30A
JENNIFER HICKS
Clerk, Superior Ct.

WHEREAS, the Declaration of Condominium for Brandon Mills Condominium was recorded on July 30, 1984, in Deed Book 9095, Page 435, of ssg., Fulton County, Georgia Records ("Declaration"); and

WHEREAS, the Declaration has been previously amended by an amendment recorded on August 31, 1984, in Deed Book 9145, Page 188 of the Fulton County, Georgia records; and

WHEREAS, Paragraph 15 of the Declaration provides for amendment of the Declaration in accordance with O.C.G.A. § 44-3-93, which provides for amendment by the assent of owners of units to which at least two-thirds (2/3) of the votes in the Brandon Mill Farms Condominium Association, Inc. ("Association") pertain; and

WHEREAS, members of the Association to which at least two-thirds (2/3) of the total votes in the Association pertain desire to amend the Declaration and have approved this amendment; and

WHEREAS, a provision is being added to the Declaration pursuant to the requirements of O.C.G.A. § 44-3-102 and the authority granted to the Board of Directors of the Association in O.C.G.A. § 44-3-106; and

WHEREAS, this amendment is not material with respect to first mortgagees in that it does not materially and adversely affect the security title or interest of any first mortgagee; provided, however, in the event a court of competent jurisdiction determines that this amendment does materially and adversely affect the security title or interest of any first mortgagee without such first mortgagee's consent to this amendment, then this amendment shall not be binding on the first mortgagee so involved, unless such first mortgagee consents to this amendment; and if such consent is not forthcoming, then the provisions of the Declaration prior to this amendment shall control with respect to the affected first mortgagee;

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NOW THEREFORE, the Declaration of Condominium for Brandon Mill Farms Condominium is hereby amended as follows:

1.

Paragraph 11 of the Declaration shall be amended by adding thereto new subsections (d) and (e) which shall read as follows:

(d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association, acting through the Board, may institute suit to collect all amounts due pursuant to the provisions of the Declaration, the By-Laws, the Act and Georgia law and suspend the Owner's and/or Occupant's right to vote and the right to use the Common Elements (provided, however, the Board may not limit ingress or egress to or from the Unit).

(e) In the event any assessment or other charge is delinquent for thirty (30) days or more, in addition to all other rights provided in the Act and this Declaration, the Association shall have the right upon ten (10) days written notice, and in compliance with any requirements set forth in the Act, to suspend any utility services, the cost of which are a Common Expense of the Association, including, but not limited to, water, to that Unit until such time as the delinquent assessments and all costs permitted pursuant to this Paragraph, including reasonable attorney's fees, are paid in full. Any costs incurred by the Association in discontinuing and/or reconnecting any utility service, including reasonable attorney's fees, shall be an assessment against the Unit and shall be collected as provided herein for the collection of assessments.

Notwithstanding the above, the Board may suspend water service paid for as a Common Expense only after a final judgment or final judgments in excess of a total of \$750.00, or such other amount as required by the Act, are obtained in favor of the Association from a court of competent jurisdiction, the Association provides the notice required to be provided by the institutional provider of such service prior to suspension of such service, and the Association complies with any other requirements of O.C.G.A. § 44-3-76. The utility services shall not be required to be restored until the judgment or judgments are paid in full.

2.

The Declaration shall be further amended by adding a new Paragraph 22 to the Declaration to comply with the Georgia Condominium Act, O.C.G.A. § 44-3-102 which requires any condominium instrument recorded after July 1, 1990 to provide for the calling of a meeting upon the written request of at least fifteen (15%) percent of the unit owners.

22. Special Meetings. Special meetings of the members for any purpose may be called at any time by the President, Secretary, or Treasurer, or by request of any two or more members of the Board of Directors, or upon written request of the members who have a right to vote fifteen (15%) percent of all of the votes of the entire membership.

[CONTINUED ON NEXT PAGE]

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