

RECIPROCAL DECLARATION OF EASEMENT
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QLD: 9290-429

DECLARATION OF CONDOMINIUM
FOR
BARRINGTON HILLS CONDOMINIUM

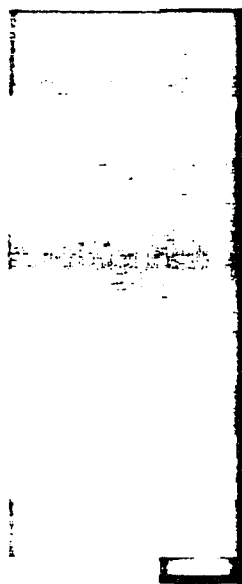
STATE OF GEORGIA
COUNTY OF FULTON

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded Aug. 24, 1984 at 401.

Robert J. Pine CLERK

This Declaration is made on the date hereinafter set forth by Aml Land Venture, Ltd., a Georgia limited partnership having Aml Realty Co., a Delaware corporation as its sole general partner and having its principal office at 8097 Roswell Road, Atlanta, Georgia (hereinafter, including its successors and assigns standing in the same relation to the Condominium as Aml Land Venture, Ltd., referred to as "Declarant") for the purposes of submitting the Property, as defined below to the Georgia Condominium Act, 1975, as amended, Official Code of Georgia Annotated Section 44-3-70 et seq. (hereinafter referred to as the "Act").

1. **NAME.** The name of the Condominium shall be BARRINGTON HILLS CONDOMINIUM.
2. **COUNTY.** The Condominium is located in Fulton County, Georgia, and is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.
3. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in the Act shall, for the purposes of this Declaration be deemed to have the meaning specified therein and in addition the following terms shall have the meanings respectively set forth next to the particular term:
 - (a) "**Association**" means the Barrington Hills Condominium Association, Inc., its successors and assigns, acting on behalf of the owners in accordance with the Condominium Instruments for the purpose of exercising the powers of the Association and for administering the Condominium;
 - (b) "**Articles**" mean the Articles of Incorporation of the Association.
 - (c) "**By-Laws**" mean the By-Laws of the Association.



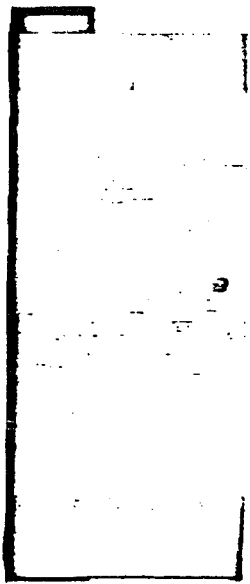
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GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, *Aug 24, 1984 9:59*

Robert J. Pine CLERK



- (d) "Plans" mean the Condominium Floor Plans for the Barrington Hills Condominium prepared by William H. Harris, Jr., Registered Engineer, dated August 24, 1984 as recorded in the Condominium Cabinet of Fulton County, Georgia Records. Cabinet 2 Folder 313
- (e) "Plat" means the Condominium survey of the Barrington Hills Condominium prepared by John Didicher, Georgia Registered Land Surveyor, dated August 24, 1984, as recorded in Condominium Plat Book Page 1980, Fulton County, Georgia Records.
- (f) "Condominium Instruments" mean the Declaration, By-Laws, Articles, Plat and Plans for the Barrington Hills Condominium, pursuant to which the Property is submitted to the Act.
- (g) "Building" or "Buildings" mean any or all the buildings as the context requires constructed on the Property as shown in the plats and plans forming part of the Condominium instruments;
- (h) "Property" means all interests, rights and title to the property which is hereby submitted to the Act pursuant to this Declaration as more fully described on Exhibit "A" attached hereto and incorporated herein by this reference, 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) "Additional Property" means all interests, rights and title to the property more fully described on Exhibit "B" attached hereto and incorporated herein by this reference, including, without limitation, all improvements, buildings, structures, fixtures, equipment, machinery and apparatus located on the above-referenced Additional Property and all hereditaments and appurtenances thereto.
- (j) "Phase I" means the Property.

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.

4. DESCRIPTION OF THE UNITS. The Condominium consists of 40 residential units located on the Property each with an identifying number as set forth on Exhibit "C" attached hereto and made a part hereof and located as

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shown on the plans and each intended for independent ownership and use within the Buildings. If Declarant expands the Condominium pursuant to Paragraph 16 herein to include all or part of the Additional Property, then the Condominium shall contain no more than 360 units and each portion of the Additional Property that is added to the Condominium shall contain an average of 16 units per acre; provided, however, the entire Condominium Property including portions of the Additional Property subsequently added shall at no time contain more than 12 units per acre. The exact number of additional units and the identifying numbers shall be specified in the amendments executed and recorded by Declarant submitting portions of the Additional Property from time to time. After the recordation of the above-described amendment all units located on the portion of the Additional Property submitted thereby shall become units in the Condominium as that term is used herein and the term Property as used herein shall thereafter include the portion of the Additional Property submitted by said Amendment. The boundaries of each of the units and any additional units are as follows:

- (a) Horizontal (upper and lower)
The horizontal boundaries of any unit are the interior floors and the interior ceilings of such unit including, without limitation, all areas, structures, fixtures, equipment, apparatus, and other items expressly deemed part of the unit by Section 44-3-75(a) (2), (3) and (4) of the Act, including in the unit, for example, all sheetrock, wall covering and carpet, except that notwithstanding Section 44-3-75(a)(3) of the Act, to the extent that any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or other apparatus lie outside of the boundaries of a unit they are not deemed part of that unit.
- (b) Vertical (lateral)
The vertical boundaries of any unit are the interior walls of such unit which separate that unit from the other units and/or Common Elements including without limitation all areas, structures, fixtures, equipment, apparatus and other items expressly deemed part of the unit by Section 44-3-75(a)(2), (3) and (4) of the Act, except that notwithstanding Section 44-3-75(a)(3) of the Act, to the extent that any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns or other apparatus lie outside of the boundaries of a unit, they are not deemed part of that unit.



5. COMMON ELEMENTS. The Common Elements shall mean and include the land described on Exhibit "A", and on Exhibit "B" after the Condominium is expanded by the recordation of amendments to add any such Additional Property, the air space above the Buildings, portions of Buildings which are not made part of a unit by this Declaration any and all other portions of such land not included as part of a unit by this Declaration, amendments thereto, or the Act and all other portions of such land which the Act makes part of the Common Elements.

6. LIMITED COMMON ELEMENTS.

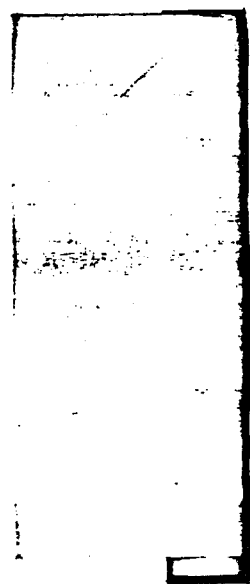
- (a) Supplementing the provisions of Section 44-3-75(a) of the Act, ownership of each unit shall entitle the owner thereof to the exclusive use of those portions of the Common Elements consisting of (i) heating and/or air conditioning compressors, units, components or other apparatus serving such unit which may be located beyond the boundaries thereof and (ii) any entranceways, stairways and appurtenant fixtures and facilities providing direct access to the unit. In the event that any of the items described herein or in Section 44-3-75(a) of the Act, serve more than one but less than all units in a particular building, such items shall be Limited Common Elements appurtenant to the units served thereby. If Declarant records an amendment expanding the Condominium to include any portion of the Additional Property, then each unit thereof added to the Condominium shall be entitled to the exclusive use of portions of the Common Elements described herein that are attributable to that additional unit. Declarant hereby reserves the right to create Limited Common Elements within any portion of the Additional Property and to designate Common Elements therein which may subsequently be assigned as Limited Common Elements. There is no limitation placed on Declarant concerning the types, sizes and maximum number of such additional Limited Common Elements within the Additional Property.
- (b) The Limited Common Elements may be reassigned pursuant to the provision of Section 44-3-82(a) and (b) of the Act.
- (c) In the event that the Association's board of directors should authorize the assignment of Common Element parking spaces or any other Common Elements as Limited Common Elements, an amendment to this Declaration making any such assignment

shall be prepared, executed and recorded pursuant to the provisions of Section 44-3-82(c) of the Act.

- (d) Notwithstanding the provisions of Section 44-3-80(a) of the Act, the maintenance responsibilities set forth in Section 5 of Article VII of the By-Laws shall govern the allocation of liabilities for expenses attributable to Limited Common Elements.

7. EASEMENTS. The following easements from each unit owner to each other unit owner and to the Association are hereby reserved and established:

- (a) Use and Enjoyment. Every unit owner, his family, servants and guests, shall have a right and easement of use and enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every unit, subject to the following provisions: The right of the Association to limit use and enjoyment thereof to the unit owners and their respective families, servants and guests, as well as to provide for the exclusive use and enjoyment of specified portions thereof at certain designated times by less than all unit owners, their families, servants and guests; the right of the Association to limit the number of guests of unit owners; the right of the Association to lease, license or assign to unit owners the use of parking areas, and including specifically the right of the Association to levy a charge or rent for the use thereof and other Common Elements; and the right of the Association to suspend the voting rights of a unit owner pursuant to the By-Laws.
- (b) Maintenance and Repair. There shall be an easement in favor of all unit owners and the Association upon, across, above and under the Property and all portions of the Additional Property subsequently submitted to the Condominium, to the extent reasonably necessary and to the extent the rights of other unit owners are not unreasonably interfered with, to enable unit owners to repair portions of their units. The Association, its directors, officers, agents, employees, managers, contractors or servicemen acting for the Association shall have an easement for entry or access as necessary upon, across, above and under the Property and all portions of the Additional Property subsequently submitted to the Condominium for the installation, maintenance, repair and replacement of structures, improvements,



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systems or other portions or parts of the Property and portions of the Additional Property subsequently submitted to the Condominium in order that the Association is able to fulfill all its obligations pursuant to the Condominium Instruments and in order to make emergency and necessary repairs to units that owner has failed to perform. Use of the easement granted in this paragraph shall be only during normal business hours, except that access may be had at any time in the case of an emergency. To the extent damage is inflicted on the Common Elements, Limited Common Elements or any unit through which access is taken, the Association or unit owner causing the damage, whether by itself or through agents, employees or others, shall be liable for the prompt repair thereof. There shall be a general easement in favor of the Association permitting the maintenance and continuation of any portions of the Common Elements that encroach into any unit.

- (c) Structural Support. Every portion of a unit which contributes to the structural support of another unit or the Common Elements shall be burdened with an easement of structural support in favor of said other unit or Common Element. Each unit shall have an easement permitting that unit or any structure or facilities that serve that unit to continue to encroach into the Common Elements or another unit to the extent such encroachment results from (i) the original construction; (ii) settlement or natural movement of the structure; or (iii) any other cause to the extent such encroachment does not impair the use or appearance of the Common Elements or any unit.
- (d) Utilities, etc. There shall be a general easement in favor of the Association upon, across, above and under all of the Property and portions of the Additional Property subsequently submitted to the Condominium and expressly including the units for ingress, egress, installation, replacing, repairing and maintaining all utilities including, but not limited to gas, water, sewers, telephone and electricity or other community service if and when installed, such as, but not limited to, a master television antenna system should the Association determine to have such a system installed to serve the community and additionally expressly including all installations, equipment and facilities for the air conditioning and heating systems including the boiler, motors, machinery, pipes, vents and

other related parts thereto. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles and other necessary equipment on the Property and portions of the Additional Property subsequently submitted to the Condominium and to affix and maintain wires, conduits, cables and the like on, above, across, under and through the roofs and exterior walls of the units. The Association, shall have the right and authority to grant permits, licenses and easements, by execution of recordable documents, over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the Condominium as attorney-in-fact for all owners.

8. **LEASES.** Any lessee or tenant of a unit shall in all respects be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations adopted pursuant thereto. The lease of any unit (other than leases of units owned by Declarant during the time period of Declarant control and leases or tenancies created prior to the recordation of this Declaration) shall be pursuant to written leases for a term of six (6) months or more and conform to rules and regulations governing leases, if any, adopted by the Board of Directors and shall expressly provide that failure of a tenant to abide by the provisions of the Condominium Instruments and including but not limited to the Association's rules and regulations shall be grounds for eviction, provided, however, no rules, regulations or other acts of the Association shall unreasonably interfere with the rental of any unit and shall not discriminate against tenants concerning the use of the leased unit, Common Elements and Limited Common Elements appurtenant thereto, except as expressly permitted herein. The Board of Directors shall be entitled to promulgate a form of lease containing terms determined by the Board and thereafter all unit owners shall use such form with all tenants leasing a unit. In the event grounds for eviction are found to exist, the owner shall be required to evict said tenant and failure so to do shall give the Association the power and right to evict said tenant on behalf of the owner, it being agreed by all owners that the Association is irrevocably appointed as agent for the owner for this purpose. All costs incurred by the Association for such proceeding shall be for the benefit of and on behalf of the owner of the unit and collectible in the same fashion as other assessments levied against the owners.
9. **ALLOCATION OF UNDIVIDED INTERESTS IN THE COMMON ELEMENTS.**
An undivided interest in the Common Elements equal to

the percentage set forth on Exhibit "C" next to each unit designation is hereby allocated to each such designated unit and vested in the owner of such unit. If the Declarant expands the Condominium to include any portion of the Additional Property, then the undivided interest in the Common Elements allocated to each unit shall be reallocated so that each unit in the Condominium, after the addition of the portion of the Additional Property, shall have an undivided interest in the Common Elements equal to the ratio that the square footage of each such unit, including additional units, bears to the total square footage of all units in the Condominium including additional units.

10. ALLOCATION OF VOTES IN THE ASSOCIATION. The owner of each unit in the Condominium shall be entitled to one (1) vote in the Association. The persons entitled to exercise such votes at meetings of the Association, the method by which such votes may be exercised and the rights and obligations generally of members of the Association with regard to voting shall be in accordance with Section 44-3-79 of the Act and with the By-Laws. If the Declarant expands the Condominium to include any portion of the Additional Property then the vote allocated to each unit shall be reallocated so that each owner of a unit in the Condominium after the addition of the portion of the Additional Property shall be entitled to one (1) vote in the Association.

11. ALLOCATION OF LIABILITIES.

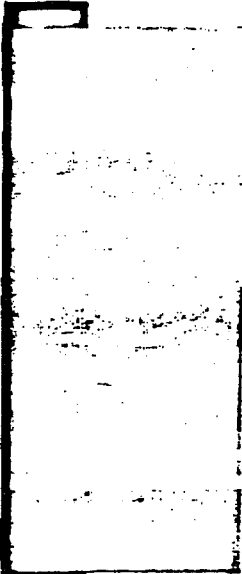
(a) The owner of each unit in the Condominium shall be liable for and assessed a share for the common expenses of the Association equal to the percentage set forth on Exhibit "C" next to each unit designation and in accordance with the By-Laws. If the Declarant expands the Condominium to include any portion of the Additional Property then the liability for common expenses allocated to each unit hereof shall be reallocated so that each unit in the Condominium, after the addition of the portion of the Additional Property shall be a liability for common expenses equal to the ratio that the square footage of each such unit, including additional units, bears to the total square footage of all units in the Condominium, including additional units.

(b) Pursuant to the provisions of Section 44-3-109(b) of the Act, all assessments from the time the same become due and payable, shall constitute a lien in

favor of the Association on the unit for which the assessments pertain. Each holder of a first mortgage on a unit coming into possession of the unit by virtue of foreclosure of the mortgage or by deed in lieu of foreclosure or any purchaser at a foreclosure sale except the previous owner of such unit, a relative or anyone acting on his behalf, shall take the unit free of any claims for unpaid assessments and charges against the unit that accrue prior to the time such holder or purchaser comes into ownership except for claims of a pro rata share of such assessments or charges resulting from a pro rata reallocation of and assessments or charges to all units. The lien for late assessments in the discretion of the Board of Directors of the Association may include (i) a late or delinquency charge (not in excess of the greater of \$10 or ten (10%) percent of the amount of each assessment or installment thereof not paid when due), (ii) interest on each assessment or installment thereof, and any delinquency or late charge appertaining thereto, from the date the same was first due and payable, at a rate not in excess of eight percent per annum, (iii) the costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the unit, and reasonable attorneys' fees actually incurred, and (iv) the fair rental value of the Condominium unit from the time of the institution of suit until the sale of the Condominium at foreclosure (or until the judgment rendered in such suit is otherwise satisfied).

(c) Notwithstanding the provisions of Section 44-3-108 of the Act, the common profits shall not be returned to unit owners but shall be applied to the payment of common expenses, and any surplus remaining shall be added to a reserve for maintenance repair and replacement of the common elements or other reserves of the Association as may from time to time be determined by the Association in the exercise of its sole discretion.

12. UPKEEP OF THE CONDOMINIUM. Notwithstanding the provisions of Section 44-3-105 of the Act, all responsibilities of the Association and all unit owners concerning maintenance, repair, renovation, restoration and replacement of units, Limited Common Elements and Common Elements shall be governed by Section 5 of Article VII of the By-Laws.
13. ASSOCIATION. The Declarant has caused the Barrington Hills Condominium Association, Inc., to be duly incorporated



as a non-profit membership corporation and true and correct copies of the Articles of Incorporation and the By-Laws are maintained at the principal and the registered offices of said corporation. Pursuant to the provisions of Section 44-3-76 of the Act, the Association shall be empowered, in order to enforce compliance with the lawful provisions of the Condominium Instruments, including any rules or regulations contained in or promulgated in accordance with the By-Laws to impose and assess fines and to suspend temporarily the right of use of certain of the Common Elements. The Association shall have, and the Board of Directors may make reasonable rules to enforce a reasonable right of entry to units for emergency, security and safety. Such right may be exercised by the Association's directors, officers, agents, and employees, managers, and all policemen, firemen, ambulance personnel and all similar emergency personnel in the proper performance of their respective duties. Except as provided in the By-Laws, all directors and officers of the Association shall be owners of units in the Condominium. Other limitations and restrictions on the powers of the Association and on the Board of Directors of the Association are set out in the By-Laws. The Association, at its discretion, shall be specifically empowered to license or assign the use of the parking spaces to unit owners. The Association shall assign one parking space for the use of each unit if the Federal National Mortgage Association so requests in writing, but only if Federal National Mortgage Association holds a mortgage on a unit in the Condominium at the time of request. The Association shall be obligated to maintain the assignment of parking spaces only as long as Federal National Mortgage Association holds such mortgage and requires the continuation of the assignment.

- 14. USE OF THE CONDOMINIUM. The Condominium is formed for residential purposes and units and additional units located on the Additional Property, if such property is added to the Condominium, shall be occupied and used by the owners thereof only as private residences for the owners and the families, tenants, invitees, and guests of such owners and for no other purposes whatsoever except as may be otherwise permitted by the terms of this Declaration or the By-Laws. Without derogating from the generality of the foregoing, no business shall be maintained or conducted in or from any unit, except that the owner of a unit shall be entitled to operate an office in his unit to the extent permitted by applicable law, but only if: (1) no deliveries are made to the unit; (2) no customers visit the unit; (3) no one other

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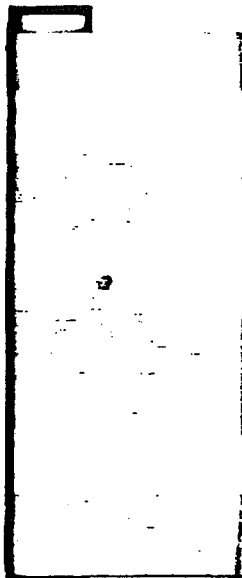
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than the unit owner uses the unit as an office; and (4) no disturbance is caused. The owners of units shall be entitled to all of the rights and shall be subject to all the obligations provided for in the Act as limited by the Condominium Instruments and all owners shall comply strictly with the provisions of the Condominium Instruments including any restrictions, rules or regulations contained in or promulgated in accordance with the By-Laws of the Association. The provisions of this Paragraph 14 hereof shall not affect the right of the Declarant and his duly authorized agents, representatives and employees to enjoy the easement provided for in Section 44-3-85 of the Act for the maintenance of sales and leasing offices and/or model units on the submitted property.

15. AMENDMENT OF CONDOMINIUM INSTRUMENTS. Except for amendments to add portions of the Additional Property to the Condominium and as otherwise provided herein, the Condominium Instruments shall be amended only in accordance with the provisions of the Act, and by the votes of the owners of units to which two-thirds of the votes in the Association appertain, together with the prior written consent of two-thirds of all mortgagees. Twenty-one (21) days prior written notice of a meeting that will consider or vote upon such an amendment shall be sent to all unit owners and all holders of mortgages. Notwithstanding the foregoing, until the time period during which the Declarant may appoint directors expires pursuant to paragraph 18 below, the Association may amend the Condominium Instruments in order to correct any scrivener's errors, conflicts between the Condominium Instruments and the Act, or defects in the Condominium Instruments affecting compliance with the Act, the requirement of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or the Federal Housing Administration, provided no unit owner is materially adversely affected by said amendment. No amendment shall be effective unless it is made in conformity with the provisions of the Act and this paragraph, and until a certified copy thereof is filed with the Clerk of the Superior Court of the county where the Condominium is located.

16. CONDOMINIUM EXPANSION.

(a) Declarant hereby expressly reserves the option to expand the Condominium from time to time and at any time to include any one or more portions of the Additional Property. In order for Declarant to exercise its option reserved hereby, Declarant



shall execute and record one or more amendments to this Declaration thereby submitting any portion of the Additional Property to the Act as a part of the Condominium within seven (7) years after the recording of this Declaration. If two-thirds of the votes in the Association, exclusive of votes appurtenant to units owned by the Declarant's first consent, the Declarant shall be entitled to extend the option period in which portions of the Additional Property can be submitted to the Condominium for any length determined by the Declarant and approved by said two-thirds vote provided Declarant exercises the option to extend said period and obtains the consent of the required votes during the year immediately prior to the expiration of the original seven (7) year period. During the seven (7) year option period and any extension thereof, Declarant may expand the Condominium to include any portion of the Additional Property in any order and any size or location by recording amendments to this Declaration signed only by Declarant and plans showing all units on the portion of the Additional Property submitted thereby. If Declarant records any of the above-described amendments, then the portion of the Additional Property described in the Amendment shall become a part of the Condominium on the date of recordation, including, without limitation, all units, Common Elements and Limited Common Elements located on the portion of the Additional Property submitted thereby. The Declarant may terminate the option to expand the Condominium reserved hereby by executing and recording an amendment to that effect. Except as stated herein there are no other limitations on Declarant's right to expand the Condominium to add the Additional Property. Any portion of the Additional Property may be added at any time at different times, and in any order and in any size, dimension or location during the option period. There is no limitation as to the exact boundaries of the portions of the Additional Property that may be added to the Condominium from time to time and at different times.

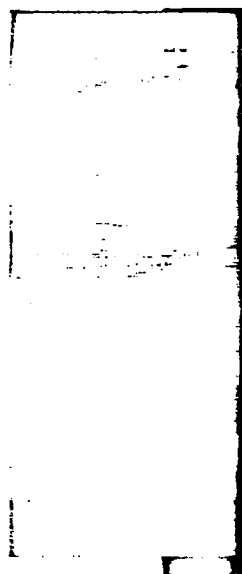
- (b) There is no limitation as to the location of any improvements that may be made on any portion of the Additional Property. No assurance is given by Declarant that the structures erected on the Additional Property will be compatible with the

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structures on the Property in terms of quality of construction, the principal materials to be used and architectural style. No assurances are made by Declarant concerning all other improvements that will be made on any portion of the Additional Property. No assurances are made by Declarant concerning any limitations as to what types of units will be constructed on the Additional Property nor that they will be substantially identical to the units on the Property. No assurances are made by Declarant concerning the order in which any portion of the Additional Property may be added to the Condominium.

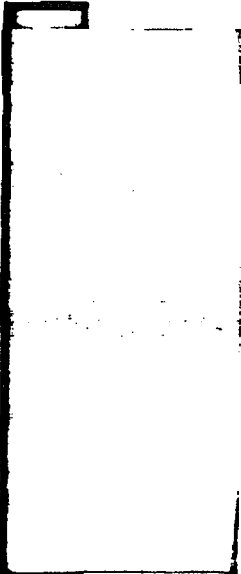
- 17. TERMINATION OF THE CONDOMINIUM. Subject to the provisions of Section 44-3-98 of the Act with regard to the manner in which the termination of the Condominium shall be effected and to the consequences thereof, the Condominium shall be terminated only by the vote of unit owners to which eighty percent (80%) the votes of the Association appertain and by vote of all mortgagees of such units.
- 18. CONTROL BY DECLARANT. Pursuant to and in accordance with the provisions and limits of Section 44-3-101 of the Act and subject to Article V Part E of the By-Laws, the Declarant is hereby authorized to appoint and remove any member or members of the Board of Directors and any officer or officers of the Association with or without cause. Notwithstanding the foregoing and in accordance with Section 44-3-101 of the Act, the Declarant's aforesaid authority shall in no event extend further than the earlier of the following events to occur: (i) the expiration of seven (7) years after the recording of the Declaration; (ii) the date as of which seventy-five percent of all units shall have been conveyed by the Declarant to unit owners other than the Declarant except that the Control Period shall not expire due solely to the conveyance of seventy-five percent (75%) of all units until the earlier of: (a) the addition of all of the Additional Property to the Condominium; or (b) the expiration of the time period in which Declarant is entitled to expand the Condominium as provided herein; or (iii) surrender by Declarant of such authority by an express amendment to the Declaration executed and recorded by Declarant.
- 19. MORTGAGEES' APPROVALS. Notwithstanding any other provision herein to the contrary which requires less than all of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than



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Declarant) to approve, the prior written consent of at least sixty-seven (67%) percent of the first mortgagees (based upon one vote for each first mortgage owned) and sixty-seven percent (67%) of all owners (other than Declarant), or whatever larger majority may be required by the Condominium Instruments, shall be required to add or amend any material provisions of the Condominium Instruments which establish, provide for or regulate any of the following:

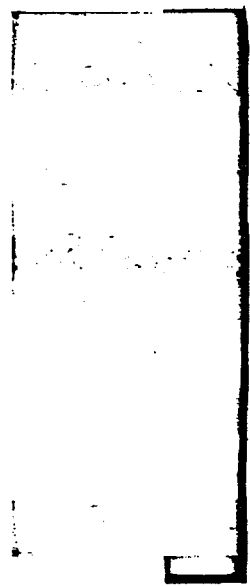


- (a) The pro rata interest or obligations of any individual condominium unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
 - (ii) determining the pro rata share of ownership of each condominium unit in the Common Elements except reallocation provided for in Paragraphs 9, 10, 11, and 16 herein upon the expansion of the Condominium to include portions of the Additional Property;
- (b) Subdivide, partition or relocate the boundaries of any unit or the Common Elements or Limited Common Elements, except as otherwise provided herein in the event the Condominium is expanded to include portions of the Additional Property pursuant to Paragraph 16 herein;
- (c) Voting, except as otherwise provided herein in the event the Condominium is expanded to include portions of the Additional Property pursuant to paragraph 16 herein;
- (d) Assessments, assessment liens or subordination of such liens, except as otherwise provided herein in the event the Condominium is expanded to include portions of the Additional Property pursuant to paragraph 16 herein;
- (e) Reserves for maintenance, repair and replacement of the Common Elements;
- (f) Insurance or fidelity bonds;
- (g) Right to use of the Common Elements, except as otherwise provided herein in the event the Condominium is expanded to include portions of the Additional Property pursuant to paragraph 16 herein;
- (h) Responsibility for maintenance and repair of portions of the Condominium;

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- (i) Expansion or contraction of the Condominium or the addition or withdrawal of property to or from the Condominium, except for expansion provided for in Paragraph 16 herein to include the Additional Property;
 - (j) Boundaries of any unit;
 - (k) Interests in general or limited Common Elements, except as otherwise provided herein in the event the Condominium is expanded to include portions of the Additional Property pursuant to paragraph 16 herein;
 - (l) Convertability of units in Common Elements or Common Elements into units;
 - (m) Leasing of units;
 - (n) Imposition of right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey a unit; or
 - (o) Any provision expressly for the benefit of holders of first mortgages or insurers or guarantors of such mortgages.
20. MORTGAGEES NOTICE. Upon written request to the Association, identifying the name and address of the requesting party and the address of the unit concerned, the holder of any first mortgage shall be entitled to timely written notice of:
- (a) Any condemnation loss or any casualty loss which affects a material portion of the buildings or improvements in the Condominium or any unit on which a holder, insurer or guarantor of a first mortgage has so requested notice;
 - (b) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a mortgage held, insured or guaranteed by a requesting party which remains unpaid for a period of sixty (60) days;
 - (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and



(d) Any proposed action which would require the consent of a specified percentage of holders of first mortgages hereunder.

21. **PREPARER.** This Declaration has been prepared by F. Lawrence Street of Morris & Manning, attorneys at law, 230 Peachtree Street, Suite 2100, Atlanta, Georgia 30303.

IN WITNESS WHEREOF, the Declarant has executed this Declaration under its hand and seal on the 2 day of July, 1984.

Amlil Land Venture, Ltd.
A Georgia Limited Partnership

By: Amlil Realty Co., a
Delaware Corporation,
Sole General Partner

By: John E. Allen
President

Attest: H. S. Edwards
Asst. Secretary

(CORPORATE SEAL)

Signed, sealed and
delivered in the
presence of:

Pat A. Hornbeck
Unofficial Witness

Cynthia L. Liberman
Notary Public
My Commission Expires:

(NOTARY SEAL)

Notary Public, Georgia, State at Large
My Commission Expires Apr 19 1984



BOOK 9135 PAGE 221

BOOK 9151 PAGE 121

"Exhibit A"
Phase I Property
(containing 40 units)

LEGAL DESCRIPTION

All that tract of land lying and being in Land Lots 29 and 30 of the 17th District of Fulton County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at an iron pin found at the common corner of Land Lots 24, 25, 29, and 30; thence

S 30° 38' 23" W 247.52 feet to a point on the westerly right-of-way line of Grogan Ferry Road (Right-of-way varies in this area), to the TRUE POINT OF BEGINNING; thence

Due South 6.285 feet along the westerly right-of-way of Grogan Ferry Road (Right-of-way varies in this area), to a point; thence

S 45° 00' 00" W 42.426 feet along a curve at the intersection of the westerly right of way of Grogan Ferry Road and the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 47.123 feet and a radius of 30.00 feet; thence

S 90° 00' 00" W 39.895 feet along the northerly right-of-way of Brandon Mill Road (Right-of-way varies in this area), to a point; thence

S 78° 40' 15" W 101.471 feet along a curve in the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 102.135 feet and a radius of 258.269 feet; thence

S 67° 20' 30" W 120.785 feet along the northerly right-of-way of Brandon Mill Road (Right-of-way varies in this area), to a point; thence

S 78° 05' 28" W 143.616 feet along a curve in the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 144.462 feet and a radius of 385.00 feet; thence

S 88° 50' 27" W 131.635 feet along the northerly right-of-way of Brandon Mill Road (Right-of-way varies in this area), to a point; thence

S 81° 04' 03" W 108.198 feet along a curve in the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 108.531 feet and a radius of 400.00 feet; thence

BOOK 9135 PAGE 222

BOOK 9151 PAGE 122

N 24° 12' 00" E 229.17 feet to a point; thence
S 65° 48' 00" E 94.00 feet to a point; thence
N 24° 12' 00" E 35.00 feet to a point; thence
N 65° 48' 00" W 158.00 feet to a point; thence
N 24° 12' 00" E 170.00 feet to a point; thence
S 65° 48' 00" E 258.00 feet to a point; thence
N 24° 12' 00" E 50.00 feet to a point; thence
S 57° 16' 16" E 147.47 feet along the chord of a curve, said curve having
an arc length of 148.01 feet and a radius of 497.15 feet; thence
S 48° 44' 30" E 141.78 feet to a point; thence
S 55° 28' 19" E 65.318 feet along the chord of a curve, said curve having
an arc length of 65.468 feet and a radius of 278.678 feet to the TRUE
POINT OF BEGINNING.

Said tract having an area of 3.5 acres more or less and being part of a
tract as shown on a plat prepared for AMLI Land Venture, Ltd., by B.
K. Rochester, Jr., and dated September 21, 1983.

Barrington Hill Condominiums- 40 Units

BOOK 9135 PAGE 223

BOOK 8151 PAGE 123

"Exhibit B"
Additional Property
LEGAL DESCRIPTION

All that tract of land lying and being in Land Lots 29 and 30 of the 17th District of Fulton County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at an iron pin found at the common corner of Land Lots 24, 25, 29, and 30; thence

S 30° 38' 23" W 247.52 feet to a point on the westerly right-of-way line of Grogan Ferry Road (Right-of-way varies in this area), to the TRUE POINT OF BEGINNING; thence

Due South 6.285 feet along the westerly right-of-way of Grogan Ferry Road (Right-of-way varies in this area), to a point; thence

S 45° 00' 00" W 42.426 feet along a curve at the intersection of the westerly right of way of Grogan Ferry Road and the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 47.123 feet and a radius of 30.00 feet; thence

S 90° 00' 00" W 39.895 feet along the northerly right-of-way of Brandon Mill Road (Right-of-way varies in this area), to a point; thence

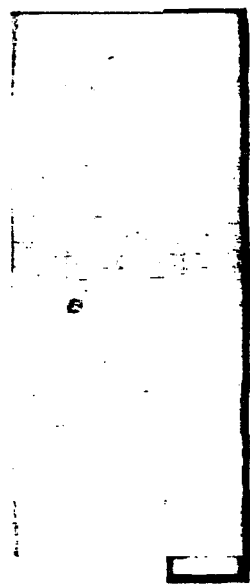
S 78° 40' 15" W 101.471 feet along a curve in the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 102.135 feet and a radius of 258.269 feet; thence

S 67° 20' 30" W 120.785 feet along the northerly right-of-way of Brandon Mill Road (Right-of-way varies in this area), to a point; thence

S 78° 05' 28" W 143.616 feet along a curve in the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 144.462 feet and a radius of 385.00 feet; thence

S 88° 50' 27" W 131.635 feet along the northerly right-of-way of Brandon Mill Road (Right-of-way varies in this area), to a point; thence

S 81° 04' 03" W 108.198 feet along a curve in the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 108.531 feet and a radius of 400.00 feet to the TRUE POINT OF BEGINNING; thence



BOOK 9135 PAGE 224

BOOK 9151 PAGE 124

S 59° 57' 50" W 184.483 feet along a curve in the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 186.159 feet and a radius of 400.00 feet; thence

S 41° 10' 30" W 76.044 feet along a curve in the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 76.158 feet and a radius of 400.00 feet; thence

S 35° 43' 14" W 40.78 feet to a point; thence

WESTERLY and following the centerline of a small, unnamed stream and a proposed lake a distance of approximately 1555 feet to a point; thence

N 11° 39' 33" E 321.636 feet to a point; thence

N 64° 09' 11" E 642.45 feet to a point; thence

N 48° 39' 51" E 143.84 feet to a point; thence

S 75° 48' 47" E 461.062 feet to a point; thence

S 58° 16' 14" E 271.459 feet to a point; thence

N 13° 34' 04" E 54.77 feet along the chord of a curve, said curve having an arc length of 54.89 feet and a radius of 240.00 feet; thence

N 20° 07' 10" E 215.49 feet to a point; thence

S 65° 48' 00" E 667.89 feet to a point; thence

S 24° 12' 00" W 50.00 feet to a point; thence

N 65° 48' 00" W 258.00 feet to a point; thence

S 24° 12' 00" W 170.00 feet to a point; thence

S 65° 48' 00" E 158.00 feet to a point; thence

S 24° 12' 00" W 35.00 feet to a point; thence

N 65° 48' 00" W 94.00 feet to a point; thence

S 24° 12' 00" W 229.17 feet to the TRUE POINT OF BEGINNING

Said tract having an area of 25.21 acres more or less and being part of a tract as shown on a plat prepared for AMLI Land Venture, Ltd., by B. K. Rochester, Jr., and dated September 21, 1983.

Barrington Hills/ Lake Condominiums -320 Units

BOOK 9135 PAGE 225

BOOK 9151 PAGE 125

"Exhibit C"

BARRINGTON HILLS
PERCENTAGE OF OWNERSHIP
PHASE I

ADDRESS	UNIT TYPE	PERCENTAGE OF OWNERSHIP
101 Barrington Hills Dr.	1x1	.01772
102 Barrington Hills Dr.	1x1	.01772
103 Barrington Hills Dr.	1x1	.01772
104 Barrington Hills Dr.	1x1	.01772
105 Barrington Hills Dr.	1x1	.01772
106 Barrington Hills Dr.	2x2	.02541
107 Barrington Hills Dr.	2x2	.02541
108 Barrington Hills Dr.	2x2	.02541
109 Barrington Hills Dr.	2x2	.02541
110 Barrington Hills Dr.	2x2	.02541
111 Barrington Hills Dr.	2x2	.02541
112 Barrington Hills Dr.	2x2	.02541
113 Barrington Hills Dr.	2x2	.02541
114 Barrington Hills Dr.	2x2	.02541
115 Barrington Hills Dr.	2x2	.02541
116 Barrington Hills Dr.	1x1	.01772
117 Barrington Hills Dr.	1x1	.01772
118 Barrington Hills Dr.	1x1	.01772
119 Barrington Hills Dr.	1x1	.01772
120 Barrington Hills Dr.	1x1	.01772
201 Barrington Hills Dr.	3x2	.03146
202 Barrington Hills Dr.	3x2	.03146
203 Barrington Hills Dr.	3x2	.03146
204 Barrington Hills Dr.	3x2	.03146
205 Barrington Hills Dr.	3x2	.03146
206 Barrington Hills Dr.	3x2	.03146
207 Barrington Hills Dr.	3x2	.03146
208 Barrington Hills Dr.	3x2	.03146
209 Barrington Hills Dr.	3x2	.03146
210 Barrington Hills Dr.	3x2	.03146
301 Barrington Hills Dr.	2x2s	.02541
302 Barrington Hills Dr.	2x2s	.02541
303 Barrington Hills Dr.	2x2s	.02541
304 Barrington Hills Dr.	2x2s	.02541
305 Barrington Hills Dr.	2x2s	.02541
306 Barrington Hills Dr.	2x2s	.02541
307 Barrington Hills Dr.	2x2s	.02541
308 Barrington Hills Dr.	2x2s	.02541
309 Barrington Hills Dr.	2x2s	.02541
310 Barrington Hills Dr.	2x2s	.02541

BOOK 9135 PAGE 226

BOOK 9151 PAGE 126

0068B
12/4/84

STATE OF GEORGIA
COUNTY OF FULTON

AMENDMENT TO DECLARATION OF CONDOMINIUM
BARRINGTON HILLS CONDOMINIUM

THIS AMENDMENT is made on the date hereinafter set forth by Aml Land Venture, Ltd., a Georgia limited partnership having Aml Realty Co., a Delaware corporation, as its sole general partner and having its principal office at 8097 Roswell Road, Suite 102C, Atlanta, Georgia 30338 (hereinafter, including its successors and assigns standing in the same relation to the Condominium as Aml Land Venture, Ltd., 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 Barrington Hills Condominium submitted to the Act by the Declaration that is located on the property.
- (b) "Association" means the Barrington Hills 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 Barrington Hills Condominium dated July 2, 1984, recorded at Deed Book 9151, page 106 of Fulton County, Georgia Records.
- (d) "Plans" mean the condominium floor plans for the Barrington Hills Condominium, prepared by William H. Harris, Registered Engineer number 10428, dated August 22, 1984, as recorded in the Condominium File Cabinet 2 Folder 212, of Fulton County, Georgia Records.

GEORGIA, Fulton County, Clerk's Office Superior Court
Filed & Recorded, DEC 5 1984 at 3:21

Shirley J. Rice CLERK

- (e) "Plat" means the condominium survey of the Barrington Hills Condominium prepared by B. K. Rochester, Jr., Georgia Registered Land Surveyor number 1534, dated August 22, 1984, as recorded in Condominium Plat Book 7, pages 79 and 80 of Fulton County, Georgia Records.
- (f) "Amended Plans" mean the condominium floor plans for the Phase II Property of the Barrington Hills Condominium prepared by William H. Harris, Registered Engineer, dated August 22, Revised Plans, 1984, as recorded in the Condominium File Cabinet 2, Folder 2/2, of Fulton County, Georgia Records.
- (g) "Amended Plat" means the condominium survey of the Phase II Property of the Barrington Hills Condominium prepared by B. K. Rochester, Jr., Georgia Registered Land Surveyor, dated August 22, 1984, as recorded in the Condominium Plat Book 7, pages 110-112 of Fulton County, Georgia Records. *Revised November 1, 1984 and December 4, 1984*
- (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.
- (j) "Additional Property" means the portion of the Additional Property (as defined in the Declaration) that is not included in the Property and the Phase II Property.

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 40 units located on the Property submitted by the Declaration and shown on the Plat and Plans ("Original Units") and the 60 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 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.

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 Barrington Hills 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. Additional Property. Except for the Phase II Property, the Additional Property is not hereby submitted to the Act and shall not be a part of the Condominium unless Declarant subsequently executes and records an amendment adding portions of the Additional Property to the Condominium. Declarant hereby expressly reserves all rights contained in the Declaration to add portions of the Additional Property to the Condominium.

10. 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.

11. 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 5th day of December, 1984.

Signed, sealed and delivered in the presence of:

Aml Land Venture, Ltd.
A Georgia Limited Partnership

By: Aml Realty Co.
Sole General Partner

By: Philip N. Tague
Its: VICE PRESIDENT

Attest: H. E. Edwards
Its: ASSISTANT SECRETARY

Robert Thompson
Witness

N. P. SEAB

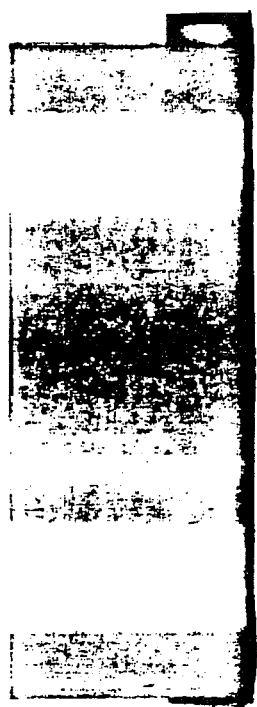
Cynthia L. Wood
Notary Public
My Commission Expires:
[NOTARY SEAL]

Notary Public, Georgia State at Large
My Commission Expires 12/31/1988

[CORPORATE SEAL]

CORP. SEAL

BOOK 9283 PAGE 58



"Exhibit A"
Phase I Property
(containing 40 units)

LEGAL DESCRIPTION

All that tract of land lying and being in Land Lots 29 and 30 of the 17th District of Fulton County, Georgia, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at an iron pin found at the common corner of Land Lots 24, 25, 29, and 30; thence

S 30° 38' 23" W 247.52 feet to a point on the westerly right-of-way line of Grogan Ferry Road (Right-of-way varies in this area), to the TRUE POINT OF BEGINNING; thence

Due South 6.285 feet along the westerly right-of-way of Grogan Ferry Road (Right-of-way varies in this area), to a point; thence

S 45° 00' 00" W 42.426 feet along a curve at the intersection of the westerly right of way of Grogan Ferry Road and the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 47.123 feet and a radius of 30.00 feet; thence

S 90° 00' 00" W 39.895 feet along the northerly right-of-way of Brandon Mill Road (Right-of-way varies in this area), to a point; thence

S 78° 40' 15" W 101.471 feet along a curve in the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 102.135 feet and a radius of 258.269 feet; thence

S 67° 20' 30" W 120.785 feet along the northerly right-of-way of Brandon Mill Road (Right-of-way varies in this area), to a point; thence

S 78° 05' 28" W 143.616 feet along a curve in the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 144.462 feet and a radius of 385.00 feet; thence

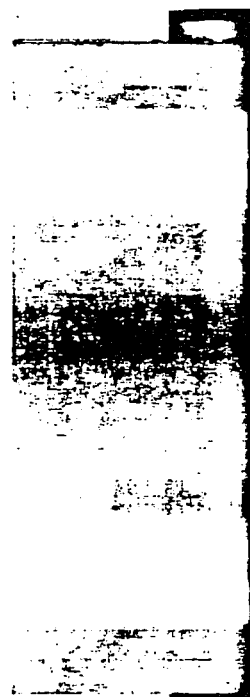
S 88° 50' 27" W 131.635 feet along the northerly right-of-way of Brandon Mill Road (Right-of-way varies in this area), to a point; thence

S 81° 04' 03" W 108.198 feet along a curve in the northerly right of way of Brandon Mill Road (Right of way varies in this area), said curve having an arc length of 108.531 feet and a radius of 400.00 feet; thence

N 24° 12' 00" E 229.17 feet to a point; thence
S 65° 48' 00" E 94.00 feet to a point; thence
N 24° 12' 00" E 35.00 feet to a point; thence
N 65° 48' 00" W 158.00 feet to a point; thence
N 24° 12' 00" E 170.00 feet to a point; thence
S 65° 48' 00" E 258.00 feet to a point; thence
N 24° 12' 00" E 50.00 feet to a point; thence
S 57° 16' 16" E 147.47 feet along the chord of a curve, said curve having
an arc length of 148.01 feet and a radius of 497.15 feet; thence
S 48° 44' 30" E 141.78 feet to a point; thence
S 55° 28' 19" E 65.318 feet along the chord of a curve, said curve having
an arc length of 65.468 feet and a radius of 278.678 feet to the TRUE
POINT OF BEGINNING.

Said tract having an area of 3.5 acres more or less and being part of a
tract as shown on a plat prepared for AMLI Land Venture, Ltd., by B.
K. Rochester, Jr., and dated September 21, 1983.

Barrington Hill Condominiums- 40 Units



1069B
11/16/84EXHIBIT "B"
BARRINGTON HILLS, PHASE II

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 29 and 30 of the 17th District of Fulton County, Georgia, being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at an iron pin found at the intersection of Land Lots 30, 29, 25 and 24, aforesaid district and county; running thence South 89 degrees 37 minutes 16 seconds West 410.60 feet along the North line of Land Lot 30 to a point being the TRUE POINT OF BEGINNING; running thence South 24 degrees 22 minutes 00 seconds West 50.00 feet to a point; running thence North 65 degrees 48 minutes 00 seconds West 258.00 feet to a point; running thence South 24 degrees 22 minutes 00 seconds West 170.00 feet to a point; running thence South 65 degrees 48 minutes 00 seconds East 158.00 feet to a point; running thence South 24 degrees 22 minutes 00 seconds West 35.00 feet to a point; running thence North 65 degrees 48 minutes 00 seconds West 94.00 feet to a point; running thence South 24 degrees 22 minutes 00 seconds West 229.17 feet to a point on the northerly right-of-way of Brandon Mill Road (a right-of-way of varying width); thence along said right-of-way an arc distance of 181.53 feet to a point, said arc being subtended by a chord running South 60 degrees 17 minutes 37 seconds West 179.98 feet and having a radius of 400.00 feet; running thence North 14 degrees 46 minutes 22 seconds West 167.26 feet to a point; running thence North 60 degrees 17 minutes 15 seconds West 214.91 feet to a point; running thence North 27 degrees 20 minutes 21 seconds East 165.48 feet to a point; running thence North 11 degrees 34 minutes 45 seconds West 55.36 feet to a point; running thence an arc distance of 54.89 feet to a point, said arc being subtended by a chord running North 13 degrees 34 minutes 04 seconds East 54.77 feet and having a radius of 240.00 feet; running thence North 20 degrees 07 minutes 10 seconds East 215.49 feet to a point; running thence South 65 degrees 48 minutes 00 seconds East 667.89 feet to a point of the North line of Land Lot 30, being the TRUE POINT OF BEGINNING.

Said tract containing 5.371 acres, as shown on that certain As Built Survey of Barrington Hills prepared by B. K. Rochester, Jr., Registered Surveyor Number 1534, dated August 22, 1984, revised November 1, 1984 and December 4, 1984, recorded in Plat Book 7, Page 110, Fulton County, Georgia Records.

300-9283 PAGE 61

"Exhibit C"

BARRINGTON HILLS
PERCENTAGE OF OWNERSHIP
PHASE I

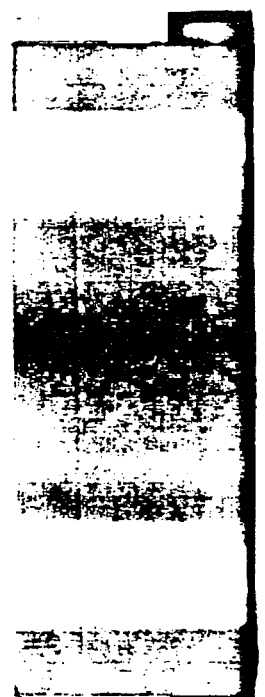
ADDRESS	SHARE OF OWNERSHIP
101 Barrington Hills Dr.	.00747
102 Barrington Hills Dr.	.00747
103 Barrington Hills Dr.	.00747
104 Barrington Hills Dr.	.00747
105 Barrington Hills Dr.	.00747
106 Barrington Hills Dr.	.01072
107 Barrington Hills Dr.	.01072
108 Barrington Hills Dr.	.01072
109 Barrington Hills Dr.	.01072
110 Barrington Hills Dr.	.01072
111 Barrington Hills Dr.	.01072
112 Barrington Hills Dr.	.01072
113 Barrington Hills Dr.	.01072
114 Barrington Hills Dr.	.01072
115 Barrington Hills Dr.	.01072
116 Barrington Hills Dr.	.00747
117 Barrington Hills Dr.	.00747
118 Barrington Hills Dr.	.00747
119 Barrington Hills Dr.	.00747
120 Barrington Hills Dr.	.00747
201 Barrington Hills Dr.	.01327
202 Barrington Hills Dr.	.01327
203 Barrington Hills Dr.	.01327
204 Barrington Hills Dr.	.01327
205 Barrington Hills Dr.	.01327
206 Barrington Hills Dr.	.01327
207 Barrington Hills Dr.	.01327
208 Barrington Hills Dr.	.01327
209 Barrington Hills Dr.	.01327
210 Barrington Hills Dr.	.01327
301 Barrington Hills Dr.	.01072
302 Barrington Hills Dr.	.01072
303 Barrington Hills Dr.	.01072
304 Barrington Hills Dr.	.01072
305 Barrington Hills Dr.	.01072
306 Barrington Hills Dr.	.01072
307 Barrington Hills Dr.	.01072
308 Barrington Hills Dr.	.01072
309 Barrington Hills Dr.	.01072
310 Barrington Hills Dr.	.01072



PHASE II

ADDRESS	SHARE OF OWNERSHIP
401 Barrington Hills Dr.	.01072
402 Barrington Hills Dr.	.01072
403 Barrington Hills Dr.	.01072
404 Barrington Hills Dr.	.01072
405 Barrington Hills Dr.	.01072
406 Barrington Hills Dr.	.01072
407 Barrington Hills Dr.	.01072
408 Barrington Hills Dr.	.01072
409 Barrington Hills Dr.	.01072
410 Barrington Hills Dr.	.01072
501 Barrington Hills Dr.	.00747
502 Barrington Hills Dr.	.00747
503 Barrington Hills Dr.	.00747
504 Barrington Hills Dr.	.00747
505 Barrington Hills Dr.	.00747
506 Barrington Hills Dr.	.01072
507 Barrington Hills Dr.	.01072
508 Barrington Hills Dr.	.01072
509 Barrington Hills Dr.	.01072
510 Barrington Hills Dr.	.01072
511 Barrington Hills Dr.	.01072
512 Barrington Hills Dr.	.01072
513 Barrington Hills Dr.	.01072
514 Barrington Hills Dr.	.01072
515 Barrington Hills Dr.	.01072
516 Barrington Hills Dr.	.00747
517 Barrington Hills Dr.	.00747
518 Barrington Hills Dr.	.00747
519 Barrington Hills Dr.	.00747
520 Barrington Hills Dr.	.00747
601 Barrington Hills Dr.	.00747
602 Barrington Hills Dr.	.00747
603 Barrington Hills Dr.	.00747
604 Barrington Hills Dr.	.00747
605 Barrington Hills Dr.	.00747
606 Barrington Hills Dr.	.01072
607 Barrington Hills Dr.	.01072
608 Barrington Hills Dr.	.01072
609 Barrington Hills Dr.	.01072
610 Barrington Hills Dr.	.01072
611 Barrington Hills Dr.	.01072
612 Barrington Hills Dr.	.01072
613 Barrington Hills Dr.	.01072
614 Barrington Hills Dr.	.01072
615 Barrington Hills Dr.	.01072
616 Barrington Hills Dr.	.00747
617 Barrington Hills Dr.	.00747
618 Barrington Hills Dr.	.00747
619 Barrington Hills Dr.	.00747
620 Barrington Hills Dr.	.00747

ADDRESS	SHARE OF OWNERSHIP
701 Barrington Hills Dr.	.01072
702 Barrington Hills Dr.	.01072
703 Barrington Hills Dr.	.01072
704 Barrington Hills Dr.	.01072
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800-9283 RACE *64*

ENCROACHMENT AGREEMENT

This Agreement is made, this ____ day of April, 1989, by and between Barrington Hills Condominium Association, Inc., a Georgia non-profit corporation, (the "Association") and Amlí Land Venture, Ltd., a Georgia limited partnership ("Amlí").

RECITALS

Amlí owns the property described in Exhibit A attached hereto (the "Amlí Property"). The Association acting through its Board of Directors has the irrevocable power as attorney-in-fact on behalf of all unit owners to grant easements through and over the common elements of the Barrington Hills Condominium in accordance with O.C.G.A. § 44-3-106 which property is described in Exhibit B attached hereto (the "Association Property"). Amlí has requested that the Association allow it to make certain improvements to the Association Property and the Association has agreed to such request.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt thereof being hereby acknowledged the Association and Amlí agree as follows:

A. The Association hereby grants and conveys a perpetual non-exclusive easement to Amlí, its successors, successors in title and assigns to build, construct and maintain a fieldstone retaining wall in the general location identified on Exhibit C attached hereto for the purpose of aesthetics and retarding erosion. Amlí agrees to construct the fieldstone wall similar in appearance to the ones at the front entrances of Amlí's apartment community and the Association's condominium community. Amlí shall construct the wall in a first-class workmanlike manner, ~~and thereafter at its sole cost and expense maintain the wall in good condition.~~ *RJA* *RLA* The wall shall be designed and constructed to serve as a retaining wall in accordance with sound engineering practices. The Association further grants and conveys to Amlí, its successors, successors-in-title and assigns a perpetual non-exclusive easement for the purpose of constructing and maintaining at its sole cost and expense the wall, landscaping in front and behind the wall, wiring for accent lighting of the wall, irrigating the landscaping and removing any existing trees that would interfere with the construction and landscaping of the wall in a first-class manner. In the event Amlí does not maintain the wall, landscaping, accent lighting, or irrigation system in an attractive, first-class manner, the Association can, after thirty (30) days advance notice to Amlí at the address listed below, make such corrections and repairs to the wall, landscaping, accent lighting or irrigation system as it

GEORGIA Fulton County Clerk's Office Superior Court

Filed & Recorded July 12, 1989 at 2:17

Juanita Hilt CLERK

BOOK 12635 PG 104

acting in good faith
believes necessary ~~and~~ recover the Association's out-of-pocket costs from Amli. ~~Notwithstanding anything to the contrary contained herein, the type and spacing of the landscaping material to be planted by Amli in front of and behind the fieldstone retaining wall shall be first approved by the President of the Board of Directors of the Association.~~ *PSL RAA*

E. The Association grants to Amli, its successors, successors-in-title and assigns a perpetual non-exclusive easement for the purpose of constructing a gate at the sole cost and expense of Amli for the enclosure around the compactor and dumpster that is used by the members of the Association (shown on Exhibit D attached hereto). The gate will be wood and substantially similar in design and quality to those gates used at the apartment communities adjacent to the Association Property. After installation, the Association agrees to maintain the gate in at least as good condition as Amli, its successors, successors-in-title and assigns are maintaining the gates on the enclosures around the compactors and dumpsters at its adjacent apartment communities. In the event the Association does not maintain the gate in the condition described above, Amli can, after thirty (30) days' advanced notice to the Association at the address listed below, make such corrections and repairs to the gate as it believes necessary and recover Amli's out-of-pocket cost from the Association. *acting in good faith PSL RAA*

C. The Association grants to Amli, its successors, successors-in-title and assigns a perpetual non-exclusive easement for the purpose of landscaping at the sole cost and expense of Amli, the area above the retaining wall in the traffic control island designated on the attached Exhibit E. ~~The type and spacing of the landscaping material to be planted by Amli shall be first approved by the President of the Board of Directors of the Association.~~ *PSL RAA* The Association also grants to Amli, its successors, successors-in-title and assigns a perpetual non-exclusive easement to install and maintain standard sized traffic directional and control signage on both sides of the island shown on the attached Exhibit E. The signage shall be in the nature of directional arrows painted on the asphalt surface and directional signs above ground. Amli shall maintain such signage in an attractive, first-class manner. In the event Amli does not maintain the signage in an attractive, first-class manner, the Association can, after thirty (30) days' advance notice to Amli at the address listed below, make such corrections and repairs to the signage as it believes necessary and recover the Association's out-of-pocket costs from Amli. *acting in good faith PSL RAA*

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, and the usual rule requiring a document to be construed most strictly

against the party drafting such document shall be inapplicable in this Agreement.

E. The easements granted and conveyed and the covenants contained herein shall be construed to be easements and covenants running with the land and shall benefit or burden the land accordingly and be binding upon the owner or owners thereof, their heirs, successors and assigns.

F. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Agreement valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Agreement or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

G. Time is of the essence with respect to this Agreement.

H. Amlt, shall promptly restore any portion of the Association property which it damages in exercising its easement rights herein to a condition equal to or better than what existed prior to the damage being done. In the event Amlt fails to promptly restore any damaged area, the Association can, after thirty (30) days advance notice to Amlt at the address listed below, make such corrections and repairs to the damaged area as are necessary to properly restore it and recover its out-of-pocket costs from Amlt.

~~I. Amlt shall take all precautions necessary to protect the public against injury, and, where necessary, will post warning flags, signs, and signals and cordon off the easement area at such times and places as public safety may require.~~

*Red
non*

J. The failure of any owner to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of such owner's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed and their seals to be affixed hereunto, the day and year first above written.

Signed, sealed, and delivered
this 23 day of April,
1989, in the presence of:

Dennis F. Hiffman
WITNESS

Katherine Anne Simon
NOTARY PUBLIC

Notary Public, Fulton County, Georgia
My Commission Expires Feb. 22, 1991



Barrington Hills Condominium,
Association, Inc.

By: Robert A. Mel
Title PRESIDENT

Attest: Jennifer A. Boz
Title SECRETARY

(Corporate Seal)

Address: _____



Signed, sealed, and delivered
this 16th day of May,
1989, in the presence of:

Dennis A. Eidsen
WITNESS

Merica J. Loren
NOTARY PUBLIC

Notary Public, DeKalb County, Georgia
My Commission Expires Sept. 18, 1990



Aml Land Venture, Ltd.
By: Aml Realty Co.

By: Robert E. Lee Crowell
Title Vice-President

Attest: Robert N. T...
Title Ass't Sec.

Address: c/o Aml Realty Co.
1455 Lincoln Parkway
Suite 700
Atlanta, GA 30346