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ENVELOPE ENCLOSED

Please cross reference:  
Deed Book 8604, Page 1  
Deed Book 11386, Page 1  
Deed Book 8601, Page 1  
Deed Book 12231, Page 492  
(Cherokee County Records)  
Deed Book 50037, Page 260  
Deed Book 50037, Page 345  
Deed Book 52254, Page 173  
(Fulton County Records)

**SECOND AMENDMENT TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR BLUE VALLEY**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BLUE VALLEY** (this "Second Amendment") is made effective the 25 day of June, 2015, by **BLUE VALLEY INVESTMENTS I, LLC**, a Georgia limited liability company ("Declarant"), subject to the terms and conditions set forth herein.

- A. **CL Chatham, LLC**, a Georgia limited liability company ("Initial Declarant"), executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Blue Valley on March 3, 2006, in Deed Book 8604, Page 1, Records of Cherokee County, Georgia and that certain Declaration of Covenants, Conditions and Restrictions for Blue Valley recorded on May 5, 2011 in Deed Book 50037, page 260, Records of Fulton County, Georgia (said documents, as amended, being referred to herein as the "Declaration").
- B. Initial Declarant executed and recorded that ~~certain~~ Supplemental Declaration of Covenants, Conditions and Restrictions for Blue Valley on ~~May~~ 5, 2011, in Deed Book 11386, page 1, Records of Cherokee County, Georgia, and that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Blue Valley on May 5, 2011, in Deed Book 50037, page 345, Records of Fulton County, Georgia (the "Supplemental Declaration").
- C. Initial Declarant executed and recorded that ~~certain~~ Transfer of Declarant's Rights on February 8, 2013, in Deed Book ~~Deed Book~~ 12231, Page 492, Records of Cherokee County, Georgia, and that certain Transfer of Declarant's Rights on February 11, 2013, in Deed Book 52254, page 173, Records of Gwinnett County, Georgia (the "Transfer of Declarant's Rights"), transferring any and all of Initial Declarant's rights as declarant under the Declaration and Supplemental Declaration to **Blue Valley Investments I, LLC**, the Declarant.
- D. Section 15.2 of the Declaration provides that "[u]ntil termination of the Development Period, Declarant may unilaterally amend this Declaration for any purpose." The Development Period expires on December 31, 2015, under the Declaration.
- E. Declarant executed that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Blue Valley dated June 15, 2015; and

F. Declarant wishes to amend the Declaration to extend the Development Period and the Class "B" Membership.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Declarant, it is agreed as follows:

1. **Defined Terms.** All capitalized terms used but not specifically defined herein shall have the meaning set forth in the Declaration.

2. **Extension of Development Period.** The Declarant hereby amends and replaces the definition of "Development Period," as found in 1.19 of the Declaration, to read as follows:

The period of time through December 31, 2019, during which the Declarant owns any property that is subject to this Declaration, any Additional Property, or any Private Amenity, or has the unilateral right to subject Additional Property to this Declaration pursuant to Section 7.1. The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument in the Public Records.

3. **Extension of Class "B" Membership.** The term of Class "B" Membership shall continue until December 31, 2019, and Section 3.2(b)(ii) is amended to read "December 31, 2019".

4. **Effect of Second Amendment.** All other terms and provisions of the Declaration are hereby ratified, shall remain unchanged and shall continue in full force and effect. Where there is a conflict between the terms of this Second Amendment and the Declaration, the terms of this Second Amendment shall prevail.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed on the date first stated above.

Signed, sealed and delivered in the presence of: **BLUE VALLEY INVESTMENTS I, LLC**, a Georgia limited liability company

*[Handwritten Signature]*  
Unofficial Witness  
*[Handwritten Signature]*  
Notary Public  
My commission expires: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Title: *[Handwritten Signature]*

