

Rec: \$25.00

Patty Baker, Clerk of Superior Court - Cherokee County, GA

Upon recording, return to:

Landeavor, LLC
10930 Crabapple Road, Suite 204
Roswell, GA 30075
Attn: Jennifer Genovese

Clerk: Please cross-reference to Declaration at:
Book 4515, Page 62

STATE OF GEORGIA

COUNTY OF CHEROKEE

NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GREAT SKY

This Ninth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky ("**Amendment**") is made and executed by GREAT SKY LOTS HOLDINGS, LLC, a Delaware limited liability company ("**GS Lots**," also being sometimes referred to herein as "**Declarant**").

WITNESSETH:

WHEREAS, Fairgreen Capital, L.P. ("**Original Declarant**") filed that certain Declaration of Covenants, Restrictions and Easements for Great Sky which was recorded in the Office of the Clerk of the Superior Court for Cherokee County, Georgia ("**Land Records**") on April 2, 2001 in Deed Book 4515, Pages 62-99, *et seq.* (the "**Original Declaration**"), which has been amended and supplemented by various instruments filed in the Land Records (the Original Declaration, as amended and supplemented, is referred to herein as the "**Declaration**"); and

WHEREAS, the Original Declarant conveyed certain properties to Fairgreen Great Sky, LLC, a Georgia limited liability company ("**FGS**") pursuant to that Quitclaim Deed dated September 18, 2006, and recorded October 16, 2006 in Deed Book 9133, Page 356, *et seq.*, as superseded and replaced by that Corrective Quitclaim Deed dated effective as of September 18, 2006, filed for record September 24, 2009 and recorded in Deed Book 10791, Page 213, *et seq.* (as corrected, the "**FGS Deed**"), and Original Declarant, as assignor, with FGS, as assignee, executed that Assignment and Assumption Agreement Regarding Rights of Declarant under the Declaration of Covenants, Restrictions and Easements for Great Sky dated October 17, 2007,

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recorded in the Land Records on October 24, 2007 in Deed Book 9910, Page 27, *et seq.* ("**FGS Assignment**"). expressly stating in such FGS Deed and FGS Assignment the intent, by such instruments, to transfer, assign, and convey to FGS, and for FGS to assume, all rights of the "Declarant" under the Declaration to FGS; and

WHEREAS, FGS, as assignor, and DB Aster III, LLC, a Delaware limited liability company, as assignee, executed that Assignment and Assumption Agreement Regarding Rights of Declarant under the Declaration of Covenants, Restrictions and Easements for Great Sky dated as of June 5, 2012 and recorded in the Land Records on June 25, 2012 in Deed Book 11879, Page 274, *et seq.* ("**Aster Assignment**"). expressly stating in such Aster Assignment the intent, by such instrument, to transfer, assign and convey to DB Aster III, LLC, and for DB Aster III, LLC to assume, all rights and status of "Declarant" under the Declaration. That certain Deed Under Power of Sale dated July 11, 2012 and recorded July 13, 2012 at Deed Book 11905, Page 348, as amended by Amended Deed Under Power of Sale dated July 30, 2012 and recorded August 8, 2012 at Deed Book 11944, Page 408, *et seq.* ("**Aster Deed**"). expressly stated the purpose and intent of the Aster Deed being to convey to DB Aster III, LLC "all of the right, title, equity and interest of FGS, its legal representatives, heirs, assigns and all persons whomsoever claiming under it" in and to the lands described therein; and

WHEREAS, DB Aster III, LLC assigned all of its rights and status as "Declarant" under the Declaration to GS Lots in that Limited Warranty Deed dated as of April 28, 2017, filed for record May 8, 2017 at Book 14175, Page 2202, *et seq.* ("**GSLH Deed**"), and in that Assignment and Assumption of Declarant's Rights between DB Aster III, LLC and GS Lots dated as of April 28, 2017 and recorded in the Land Records on May 8, 2017 in Deed Book 14175, Page 2381, *et seq.* ("**GSLH Assignment**"); and

WHEREAS, pursuant to Article X, Section 10.02 of the Declaration, during any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, the Declarant may amend the Declaration without the approval of any Owner, Commercial Owner or mortgagee, provided that the amendment does not materially alter any Owner's right to the use and enjoyment of such Owner's Lot, or of the Common Property as set forth in the Declaration, or adversely affect the title in the Declaration or the title to any Lot, or materially and adversely affect the security title and interest of any mortgagee in a Lot;

WHEREAS, GS Lots, as the current Declarant, still holds the right to appoint and remove directors and officers of the Association pursuant to Section 3.11 of the Declaration, and desires to amend the Declaration as set forth herein; and

WHEREAS, this amendment does not have an effect which requires the consent of Owners, Commercial Owners, or Mortgagees:

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

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1.

Section 3.11, Control by Declarant, is amended by replacing clause (i) in the first sentence thereof with "(i) April 1, 2034;".

2.

Section 5.01, Architectural Control Committee: Creation and Composition, is amended by deleting the second sentence of that Section and replacing it with the following:

Notwithstanding anything to the contrary herein, the Declarant shall have the right to appoint all members of the ACC until a certificate of occupancy has been issued for a Dwelling on every Lot and for a building on each separately-owned parcel of Commercial Property and such Lot or parcel of Commercial Property is owned by a person other than the Declarant or a successor or assign of Declarant, except to the extent that the Declarant voluntarily and expressly surrenders such right of appointment in a written, recorded instrument signed by Declarant. The Declarant may delegate its right to appoint one or more members of the ACC on such terms and conditions as it deems appropriate without surrendering the right of appointment hereunder.

[continued on next page]

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IN WITNESS WHEREOF, the Declarant has executed this Amendment by and through its authorized representative this 22nd day of January, 2021.

DECLARANT:

GREAT SKY LOTS HOLDINGS, LLC, a Delaware limited liability company

By: Great Sky Holdings, LLC, a Delaware limited liability company, its managing member

By: Landeavor Great Sky Manager, LLC, a Delaware limited liability company, as its managing member

By: [Signature]
Adam Lorry, Authorized Signatory

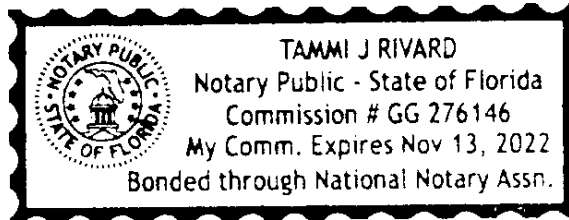
Signed, sealed and delivered this 22nd day of January, 2021, in the presence of:

[Signature]
Unofficial Witness
(Print Name): Anthony Healy

[Signature]
Notary Public
(Print Name): Tammi J. Rivard

[Notary Seal/Stamp]

My commission expires:
11/13/2022



605102/CADocs/8th Amend/011821/jps

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