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PLEASE RETURN TO:  
Mr. Willis B. Jones  
Fairgreen Capital, L.P.  
6065 Roswell Road  
Suite 900  
Atlanta, GA 30328

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, RESTRICTIONS AND  
EASEMENTS FOR GREAT SKY**

This Second Amendment to Declaration of Covenants, Restrictions and Easements for Great Sky is made effective as of this 17th day of October, 2007, by FAIRGREEN GREAT SKY, LLC, a Georgia limited liability company (hereinafter Declarant).

**WITNESSETH:**

WHEREAS, Fairgreen Capital, L.P. filed that certain Declaration of Covenants, Restrictions and Easements for Great Sky on April 2, 2001, recorded at Deed Book 4515, Pages 62-99, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia (the "Declaration"); and

WHEREAS, Fairgreen Capital, L.P. filed that certain Amendment to Declaration of Covenants, Restrictions and Easements for Great Sky on December 31, 2005, recorded at Deed Book 8474, Pages 269 - 270, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia; and

WHEREAS, all of the rights, duties, powers and obligations of Fairgreen Capital, L.P. as Declarant under the Declaration have been assigned to Fairgreen Great Sky, LLC pursuant to that certain Assignment and Assumption Agreement regarding Rights of Declarant Under the Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky dated October 17, 2007 by and between Fairgreen Capital, L.P. and Fairgreen Great Sky, LLC recorded at Deed Book 9910, Page 27, aforesaid records; and

WHEREAS, Declarant desires to amend further the Declaration in certain specific regards in accordance with its rights contain in Paragraph 10.2 of Article X of the Declaration; and

NOW, THEREFORE, Declarant does hereby provide as follows:

The Declaration is hereby amended by making the following changes to the Declaration:

1.

The first sentence of Section 3.11 of the Declaration is hereby deleted in its entirety and the following new sentence is substituted in lieu thereof:

Notwithstanding any other language or provision to the contrary in this Declaration, in the Articles of Incorporation, or in the By-Laws of the Association, Declarant hereby retains the right to appoint and remove any and all members of the Board of the Association and any officer or officers of the Association until such time as the first of the following events shall occur: (i) the expiration of twenty-two (22) years after the date of the recording of this Declaration; (ii) the date upon which all of the Lots have been conveyed by Declarant to Owners other than a person or persons constituting Declarant; or (iii) the surrender by Declarant of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant.

2.

Section 10.01 of the Declaration is hereby deleted in its entirety and the following new Section 10.01 is substituted in lieu thereof:

This Declaration and the Restrictions contained herein shall run with and bind the Property for a period of twenty-two (22) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of Cherokee County, Georgia, after which time this Declaration and the Restrictions shall be automatically renewed for successive periods of ten (10) years provided, however, that after the end of the said twenty-two (22) year period, and during any ten (10) year renewal period (but only during such renewal), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the office of the Clerk of the Superior Court of Cherokee County, Georgia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a two-thirds vote of those Members of the Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association.

3.

Section 11.01 of the Declaration is hereby deleted in its entirety and the following new Section 11.01 is substituted in lieu thereof:

Additional real property may be annexed to the Property by Declarant without the consent of the Members at any time for a period of twenty-two (22) years following the date on which this Declaration is filed in the office of the Clerk of Superior Court of Cherokee County, Georgia. Such annexation shall be accomplished by filing in

the Office of the Clerk of the Superior Court of Cherokee County, Georgia (1) an approved subdivision plat containing a statement that expressly sets forth Declarant's intention to make such annexed real property subject to the provisions of this Declaration, and/or (2) an amended and/or supplemental declaration which states that the Declaration shall also expressly apply to the property described in said document. At the expiration of twenty-two (22) years following the date of filing of this Declaration, no real property may be annexed to the Property unless such annexation is approved by two-thirds (2/3) vote of the Members of this Association who are present in person or by proxy and voting at a meeting of Members duly held in accordance with the provisions of the By-Laws of the Association.

Declarant hereby certifies that this Second Amendment to Declaration of Covenants Restrictions and Easements for Great Sky has been duly approved by Declarant and does not require the approval of other Owners or mortgagees, and shall be effective upon the later to occur of the recordation hereof in the deed records of Cherokee County, Georgia or the date of execution shown above.

This Second Amendment to Declaration of Covenants, Restrictions and Easements for Great Sky has been executed by the duly authorized Managers of Declarant on the day and year first above written.

DECLARANT:

**FAIRGREEN GREAT SKY, LLC**  
a Georgia limited liability company

By: *Geo A. Whitehouse*  
Manager

By: *Will B. [unclear]*  
Manager

Signed, sealed and delivered in the presence of:

*Rollin [unclear]*  
Unofficial Witness

*Paula Sue Galistel*  
Notary Public

