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Deed Book **12838 Pg 212**  
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**Patty Baker**  
Clerk of Superior Court Cherokee Cty, GA

Cross Reference:  
Deed Book 4515, Page 62,  
as amended and supplemented,  
Cherokee County, Georgia Records

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

STATE OF ~~GEORGIA~~ PENNSYLVANIA  
COUNTY OF MONTGOMERY

**THIS AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR GREAT SKY** (the “**Amendment**”) is made effective as of the 22nd day of April, 2014 by DB Aster III, LLC, a Delaware limited liability company (“**Declarant**”).

WITNESSETH:

**WHEREAS**, Fairgreen Capital, L.P., a Georgia limited partnership, made that certain Declaration of Covenants, Restrictions and Easements for Great Sky dated March 12, 2001, and recorded in Deed Book 4515, Pages 62, Cherokee County, Georgia land records, which has been amended by the following instruments:

- a. Amendment to Declaration of Covenants, Restrictions and Easements for Great Sky dated December 29, 2005, recorded in Deed Book 8474, Page 269, aforesaid records;
- b. Assignment and Assumption Agreement Regarding Rights of Declarant Under the Declaration of Covenants, Restrictions and Easements for Great Sky, dated October 17, 2007, recorded in Deed Book 9910, Page 27, aforesaid records;
- c. Second Amendment to Declaration of Covenants, Restrictions and Easements for Great Sky dated October 18, 2007, recorded in Deed Book 9920, Page 191, aforesaid records;
- d. Third Amendment to Declaration of Covenants, Restrictions and Easements for Great Sky dated March 31, 2008, recorded in Deed Book 10148, Page 93, aforesaid records;
- e. Fourth Amendment to Declaration of Covenants, Restrictions and Easements for Great Sky dated March 29, 2010, recorded in Deed Book 10967, Page 283, aforesaid records;

- f. Fourth Amendment to Declaration of Covenants, Restrictions and Easements for Great Sky dated November 29, 2010, recorded in Deed Book 11227, Page 24, aforesaid records;
- g. Supplemental Declaration and Fifth Amendment to Declaration of Covenants, Restrictions and Easements for Great Sky dated December 22, 2010, recorded in Deed Book 11254, Page 261, aforesaid records;
- h. Sixth Amendment to Declaration of Covenants, Restrictions and Easements for Great Sky dated June 5, 2012, and recorded in Deed Book 11869, Pages 416, aforesaid records; and
- i. Assignment and Assumption Agreement Regarding Rights of Declarant Under the Declaration of Covenants, Restrictions and Easements for Great Sky, dated June 5, 2012, recorded in Deed Book 11879, Page 274, aforesaid records.

(collectively, with any other amendments and supplements, the “**Declaration**”); and

**WHEREAS**, Declarant is the current Declarant under the Declaration; and

**WHEREAS**, Section 10.02 of the Declaration permits Declarant to unilaterally amend the Declaration during the period of time in which Declarant retains the right to appoint and remove any directors and officers of the Association; and

**WHEREAS**, Declarant has the right to appoint and remove any directors and officers of the Association in accordance with the Declaration; and

**WHEREAS**, Declarant desires to amend certain provisions of the Declaration in accordance with Section 10.02 of the Declaration.

**NOW, THEREFORE**, in accordance with the Declaration, Declarant hereby amends the Declaration as follows:

1. Section 1.06 of the Declaration is hereby deleted in its entirety and replaced with the following:

1.06. Declarant. “Declarant” means DB Aster III, LLC, a Delaware limited liability company, or any entity which succeeds to the rights and duties of Declarant as developer of the Property through conveyance by deed to the successor developer of the Property which includes a specific transfer of rights of Declarant to such a successor.

2. Section 4.01(h) is hereby amended to increase the one-time membership fee payable to the Association by the Owner pursuant to Section 4.01(h) from \$500.00 to \$750.00; and said one-time membership fee shall be distributed as follows: (a) \$375.00 shall be paid into the Association’s general operating account, and (b) \$375.00 shall be paid into the Association’s capital reserve account.

3. Section 4.08 of the Declaration is hereby deleted in its entirety and replaced with the following:

4.08. Commencement Date for Assessments. Each Lot not owned by Declarant shall become subject to Annual Assessments and the pump equipment assessment as provided for in this Article IV on the earlier of:

(a) The date which is one (1) year after the deed transferring the Lot to a Builder or an Owner other than Declarant is recorded; or

(b) The date an Owner takes title to a Lot with a Dwelling constructed thereon.

As a matter of clarification, any vacant Lot owned by a Builder or other Owner as of the date of recording this Amendment shall be subject to Annual Assessments and the pump equipment assessment as provided in this Section 4.08. Accordingly, if such Builder or Owner has owned a Lot for at least one (1) year following the date of recording this Amendment, then such Lot shall be subject to Annual Assessments and the pump equipment assessment.

Any Lot owned by the Declarant shall not be subject to Annual Assessments or the pump equipment assessment unless and until such Lot has a Dwelling constructed thereon.

4. The following Section 4.12 shall be added to the Declaration:

4.12 Builder Fee. Each Builder purchasing a Lot shall pay the Association a one-time builder fee of \$250.00, which shall be due and payable by the Builder on the date that the Builder closes on the purchase of a Lot. For a matter of clarification, this one-time builder fee is separate and apart from the one-time membership fee described in Paragraph 4.01(h) above which is payable by the Owner of Lot with a Dwelling constructed thereon.

5. Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect. Declarant hereby certifies that this Amendment has been duly approved by Declarant and does not require the approval of other Owners, Commercial Owners or mortgagees.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant hereby certifies that the above Amendment is duly adopted by Declarant.

Signed, sealed and delivered  
in the presence of:

*Ann Carroll*  
Unofficial Witness

*Heather L. Dixon*  
Notary Public

My Commission Expires: 4.15.16

(Notarial Seal)

**DECLARANT:**

**DB ASTER III, LLC,**  
a Delaware limited liability company

By: *[Signature]* (SEAL)  
Name: Stephen Mansfield  
Its: Vice President

By: *A. Janelle Iturbe* (SEAL)  
Name: A. Janelle Iturbe  
Its: Vice President

