

Rec: \$25.00

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

ParticipantIDs: 7338550170

Prepared by/Upon recording, return to:

Jo Anne P. Stubblefield
Hyatt & Stubblefield, P.C.
1979 Lakeside Parkway, Suite 250
Atlanta, GA 30084

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

STATE OF GEORGIA

COUNTY OF CHEROKEE

**CONFIRMATORY SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GREAT SKY**

This Confirmatory Supplemental Declaration of Covenants, Conditions, Restrictions and Easements for Great Sky ("**Supplemental Declaration**") is made and executed by GREAT SKY LOTS HOLDINGS, LLC, a Delaware limited liability company ("**GS Lots**"), GREAT SKY HOMEOWNERS ASSOCIATION, INC. ("**Association**"), GREAT SKY 62, LLC, a Georgia limited liability company ("**GS 62**"), EASTWOOD HOMES OF GEORGIA, LLC, a Georgia limited liability company ("**Eastwood**"), and MTS ATL, LLC, a Georgia limited liability company ("**Developer**") (the foregoing entities sometimes referred to herein collectively as the "**parties**" and individually as a "**party**").

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that Quitclaim Deed dated September 18, 2006, and recorded October 16, 2006 in Deed Book 9133, Page 356, *et seq.*, as superseded and replaced by that Corrective Quitclaim Deed dated effective as of September 18, 2006, filed for record September 24, 2009 and recorded in Deed Book 10791,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, recorded in the Land Records on October 24, 2007 in Deed Book 9910, Page 27, *et seq.* ("**FGS**

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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, Article XI, Section 11.01 of the Original Declaration reserved to the Declarant the right to annex and submit additional property to the Declaration at any time prior to April 2, 2013 without the consent of the Members by recording in the Land Records: (i) an approved subdivision plat containing a statement that expressly sets forth the Declarant's intent to make the property described therein subject to the Declaration; and/or (ii) an amended or supplemental declaration stating the Declarant's intent to make the property described therein subject to the Declaration; and

WHEREAS, on October 18, 2007, FGS, as the Declarant, executed an amendment to the Original Declaration which was recorded in the Land Records on October 31, 2007, in Deed Book 9920, Page 191, *et seq.*, amending Article XI, Section 11.01 to extend the period during which the Declarant could annex and submit additional property to the Declaration without consent of the Members through April 2, 2023;

WHEREAS, FGS, as the Declarant, executed a Supplemental Declaration and Fifth Amendment to Declaration of Covenants, Restrictions and Easements for Great Sky dated as of December 22, 2010 and recorded in the Land Records on December 29, 2010 ("**12/29/10 Supplemental**"), stating its intent to thereby submit to the terms of the Declaration certain additional property owned by FGS and described in Exhibit A attached thereto (the "**Additional Property**"); and

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WHEREAS, the Additional Property described in the 12/29/10 Supplemental included unplatted portions of five tracts of land described by metes and bounds and by reference to an unrecorded survey, making it difficult for a layperson to determine without the benefit of a survey exactly what unplatted property was included in the Additional Property; and

WHEREAS, the property described on Exhibit "A" attached hereto ("**Subject Property**") is a portion of the Additional Property acquired by GS Lots pursuant to the GSLH Deed and conveyed to Eastwood by Limited Warranty Deed dated February 18, 2020 and recorded March 5, 2020 in Deed Book 14449, Page 1277, *et seq.* ("**Pod 15 Deed**"), portions of the Subject Property now being owned by Eastwood and other portions now being owned by GS 62; and

WHEREAS, the GSLH Deed referenced the Declaration and the amendments and supplemental declarations relating thereto, specifically including, without limitation, the 12/29/10 Supplemental, thereby ratifying the same, and Exhibit B to the Pod 15 Deed also referenced the Declaration; and

WHEREAS, the parties believe that the Subject Property is subject to the Declaration and, regardless, intend for it to be subject to the Declaration, and desire to declare the same by executing and recording this Supplemental Declaration in the Land Records; and

WHEREAS, Developer has acknowledged and consented to this Supplemental Declaration by its execution of that Joinder, Consent and Subordination attached hereto;

NOW, THEREFORE, GS Lots, as the current Declarant, Eastwood, GS 62, and the Association, hereby declare that the Subject Property is and shall be subject to the Declaration, as now and hereafter amended and supplemented, and this Supplemental Declaration, as it may be amended, both of which shall run with title to the Subject Property and shall be binding upon and inure to the benefit of the parties and all persons having any right, title, or any interest in the Subject Property, and their respective heirs, legal representatives, successors, successors-in-title, and assigns.

This Supplemental Declaration is being executed and recorded solely at the request of the parties hereto and neither the recording of this Supplemental Declaration nor anything herein shall be construed to infer that any portion of the Additional Property was not previously subject to the Declaration or to require the filing of any additional instrument to confirm or subject any other portion of the Additional Property to the Declaration.

ARTICLE I **Definitions**

The definitions set forth in the Declaration are incorporated by reference in this Supplemental Declaration.

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ARTICLE II
Designation of Service Area

Pursuant to Section 11.02 of the Declaration, as amended, all Lots within the Subject Property are hereby assigned to the "**Sunrise Cove Service Area**" for the purposes described in Exhibit "B" attached hereto.

ARTICLE III
Additional Covenants, Restrictions and Easements

The additional covenants, restrictions and easements set forth in Exhibit "B" of this Supplemental Declaration shall apply to the Subject Property and shall be binding upon the owners and occupants of Lots within the Subject Property, their guests and invitees, in addition to the terms of the Declaration.

ARTICLE IV
Amendment

4.1 **By the Declarant.**

Until the last Lot within the Subject Property has been improved with a dwelling for which a certificate of occupancy has been issued, the Declarant may unilaterally amend this Supplemental Declaration for the purposes of (a) correcting any errors or clarifying any provision hereof; (b) reflecting any amendment, modification, or supplement to any plat referenced in Exhibit "A"; and (c) provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing, for any other purpose.

4.2. **By Owners.**

Except as otherwise specifically provided in this Article IV, any amendment to the provisions set forth on Exhibit "B" of this Supplemental Declaration shall require the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Lots to which such provisions apply, and the written consent of the Association, acting through its board of directors. Any other amendment to this Supplemental Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners of at least 67% of the Lots within the Subject Property and the written consent of the Association, acting through its board of directors. In addition, so long as the Declarant owns any Lot within the Subject Property, the consent of the Declarant shall be required to amend this Supplemental Declaration in any manner.

4.3. **Validity and Effective Date.**

No amendment may remove, revoke, or modify any right or privilege of the Declarant or without the written consent of the Declarant (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Supplemental Declaration, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplemental Declaration.

[continued on next page]

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IN WITNESS WHEREOF, GS Lots, as the current Declarant, Association, GS 62 and Eastwood have executed this Supplemental Declaration as of the 5th day of December, 2022

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

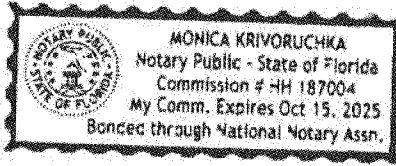
Signed, sealed and delivered this 11 day of November, 2022, in the presence of:

[Signature]
Unofficial Witness
(Print Name): Lucille Christy

[Signature]
Notary Public
(Print Name): Monica Krivoruchka

[Notary Seal/Stamp]

My commission expires: Oct 15, 2025



ASSOCIATION:

GREAT SKY HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

By: _____
Name: _____

Its: _____

Attest: _____
Name: _____

Its: _____

Signed, sealed and delivered this ___ day of _____, 20___, in the presence of:

Unofficial Witness
(Print Name): _____

Notary Public
(Print Name): _____

[Notary Seal/Stamp]

My commission expires: _____

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IN WITNESS WHEREOF, GS Lots, as the current Declarant, Association, GS 62 and Eastwood have executed this Supplemental Declaration as of the _____ day of _____, 20_____.

DECLARANT:

Signed, sealed and delivered this _____ day of _____, 20_____, in the presence of:

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

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

Unofficial Witness
(Print Name): _____

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

Notary Public
(Print Name): _____

By: _____
Adam Lorry, Authorized Signatory

[Notary Seal/Stamp]

My commission expires: _____

ASSOCIATION:

Signed, sealed and delivered this 11 day of Nov., 2022, in the presence of:

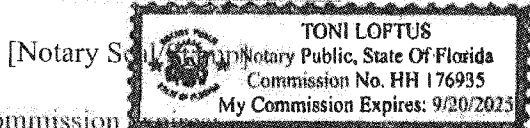
GREAT SKY HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

By: Shelley Koercher
Name: Shelley Koercher
Its: President

Michael Loftus
Unofficial Witness
(Print Name): Michael Loftus

Attest: _____
Name: _____
Its: _____

Toni Loftus
Notary Public
(Print Name): Toni Loftus



My commission expires: 9/20/25

Rec: \$25.00

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GS 62:

Great Sky 62, LLC, a Delaware limited liability company

By: Builder Capital, LLC, a Delaware limited liability company, its Manager

By: Arizona Crows Nest Ventures, LLC, an Arizona limited liability company, its Manager

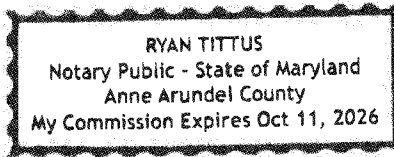
By: [Signature]
Name: WILLIAM SOUTHWARD
Its: MANAGER

Signed, sealed and delivered this 5th day of December, 2022, in the presence of:

[Signature]
Unofficial Witness
(Print Name): Ryan Tittus

[Signature]
Notary Public
(Print Name): Ryan Tittus

[Notary Seal/Stamp]



My commission expires: 10/11/2026

EASTWOOD:

EASTWOOD HOMES OF GEORGIA, LLC, a Georgia limited liability company

By: _____
Name: _____
Its: _____

Signed, sealed and delivered this ___ day of _____, 20___, in the presence of:

Unofficial Witness
(Print Name): _____

Notary Public
(Print Name): _____

[Notary Seal/Stamp]

My commission expires: _____

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

ParticipantIDs: 7338550170

GS 62:

Signed, sealed and delivered this
____ day of _____, 20____,
in the presence of:

Unofficial Witness
(Print Name): _____

Notary Public
(Print Name): _____

[Notary Seal/Stamp]

My commission expires:

Great Sky 62, LLC, a Delaware limited liability company

By: Builder Capital, LLC, a Delaware limited liability company, its Manager

By: Arizona Crows Nest Ventures, LLC, an Arizona limited liability company, its Manager

By: _____
Name: _____
Its: _____

EASTWOOD:

Signed, sealed and delivered this
11 day of NOVEMBER 2022
in the presence of:

[Signature]
Unofficial Witness
(Print Name): NIMESH J. PARIKH

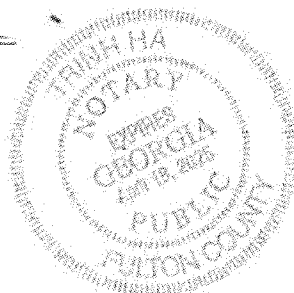
EASTWOOD HOMES OF GEORGIA, LLC, a Georgia limited liability company

By: [Signature]
Name: T. Scott Dozier
Its: Member

[Signature]
Notary Public
(Print Name): Trinh Ha

[Notary Seal/Stamp]

My commission expires:
04/18/2025



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DEVELOPER CONSENT, APPROVAL AND SUBORDINATION

The undersigned (“Developer”), is the "Developer" identified in that Memorandum of Option Agreement dated September 30, 2020 and recorded in the Office of the Clerk of Superior Court of Cherokee County, Georgia at Deed Book 14536, Page 1176, *et seq.*, (as amended and modified, the “Memorandum”), which Memorandum encumbers all or a portion of the property described in Exhibit "A" to this Confirmatory Supplemental Declaration of Covenants, Restrictions and Easements for Great Sky ("Supplemental Declaration"). By execution below, Developer hereby consents to and approves of this Supplemental Declaration and the Declaration of Covenants, Restrictions and Easements for Great Sky referenced herein ("Declaration") and agrees that Developer's interest in the property described in Exhibit "A" is and shall be subordinate to the Declaration and Supplemental Declaration.

IN WITNESS WHEREOF, the Developer hereby joins in execution of and consents to the Supplemental Declaration by and through its duly authorized representative this 15th day of November, 2022.

DEVELOPER:

MTS ATL, LLC, a Georgia limited liability company

By: [Signature]
Name: JOE F. POLITE JR.
Its: VP

Signed, sealed and delivered this 10 day of November, 2022 in the presence of:

[Signature]
Unofficial Witness
(Print Name): BRAD DIER

[Signature]
Notary Public
(Print Name): KATHLYN SALLEY

[Notary Seal/Stamp]

My commission expires:

4/27/25

Kaitlyn.Salley
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires April, 27, 2025

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EXHIBIT "A"

Subject Property

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 189 of the 14th District, 2nd Section, City of Canton, Cherokee County, Georgia and being more particularly shown and described on that certain Final Subdivision Plat of Great Sky-POD 15 (Sunrise Cove at Great Sky) prepared for MTS ATL, LLC by Mcwhorter & Anderson Land Surveying, signed by Neil A. McWhorter, Georgia RLS #2644, and recorded in the office of the Clerk of the Superior Court for Cherokee County, Georgia on October 14, 2021 at Plat Book 119, Pages 1636-1645.

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EXHIBIT "B"

Additional Covenants, Restrictions and Easements

1. Retaining Walls and Slopes.

(a) Easements for Retaining Walls. GS 62, Eastwood, Developer, or their contractors or agents, have constructed within the Subject Property various retaining walls in those locations depicted on Exhibit "B-1" attached hereto, including those located:

(i) generally along the rear boundaries of Lots 1 through 7 (as such Lots are identified on the plat referenced in Exhibit "A"), as depicted and described in Exhibit B-1 attached hereto ("**Wall A**"); and

(ii) within open space adjacent to the cul-de-sac on Solace Place, as identified on the plat referenced in Exhibit "A"), as depicted and described in Exhibit B-2 attached hereto ("**Wall B**"); and

(iii) along the southeastern boundary of Lot 16 (as such Lot is identified on the plat referenced in Exhibit "A"), and on adjacent open space, as depicted and described in Exhibit B-3 attached hereto ("**Wall C**"); and

(iv) along the rear boundaries of Lots 38 through 44 and on open space adjacent to Lot 37 (as such Lots are identified on the plat referenced in Exhibit "A"), as depicted and described in Exhibit B-4 attached hereto ("**Wall D**");

(each such retaining wall, together with all components thereof, including the geogrid and other anchoring, reinforcement, or support systems, if any related to such retaining wall, and any railing or fencing installed along the top of such retaining wall at the time of construction, and any replacements of any of the foregoing authorized by the Association, are collectively referred to herein as a "**Retaining Wall**").

GS 62 and Eastwood hereby establish and grant perpetual, reciprocal easements appurtenant to each lot or parcel within the Subject Property on which any part of a Retaining Wall or its related components is located, over that portion of each other lot and parcel upon which any part of such Retaining Wall or its related components is located, for maintenance and support of such Retaining Wall.

In addition, GS 62 and Eastwood hereby reserve for themselves, their successors, assigns, and designees (collectively, the "**Builder Entities**"), temporary nonexclusive easements, and grant to the Association perpetual nonexclusive easements, as follows:

(i) over those portions of the Subject Property on which any part of a Retaining Wall has been constructed or installed, and over each portion of the Subject Property

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EXHIBIT "B"

Additional Covenants, Restrictions and Easements

lying within five feet (5') of any part of a Retaining Wall, for purposes of inspection, maintenance, repair and replacement of such Retaining Walls; and

(ii) over those portions of Lots 1 through 8, and those portions of Lots 37 through 45, lying within six feet (6') of the common boundary between any two of such Lots, and over other portions of the Subject Property lying outside the boundaries of any Lot, as reasonably necessary or convenient for people and equipment to access the area described in Section 1(a)(i) to inspect, maintain, repair and replace such Retaining Walls;

(collectively, the "**Retaining Wall Easement Areas**").

The easements granted to the Association in this Section 1(a) for access to and maintenance of retaining walls within the Subject Property are hereby designated "**Limited Common Property**" for the benefit of the Lots within the Subject Property.

(b) Warranty on Improvements. GS 62 and Eastwood, and their respective agents, contractors and subcontractors, are solely responsible for the design, construction and installation of all: (i) Retaining Walls, and (ii) all improvements to Common Property within the Subject Property made prior to the date of conveyance of such Common Property to the Association or otherwise undertaken by the GS 62, Eastwood or their respective agents, contractors or subcontractors. GS 62 and Eastwood warrant all Retaining Walls and all improvements to such Common Property to be free from substantial defects in materials and workmanship and shall indemnify and hold harmless the Declarant and Association with respect to any claims arising from or relating to breach of such warranty. GS 62 and Eastwood shall promptly repair, replace, or otherwise correct any such defects, or cause its contractors to do so, upon receipt of written notice thereof within four (4) years from the date of recording of this Supplemental Declaration, in the case of Retaining Walls, and from the date of conveyance to the Association, in the case of improvements to the Common Property. Upon its failure to comply with this paragraph, the Association, upon not less than 10 days' prior written notice to GS 62 and Eastwood, may cause such defects to be corrected and shall be entitled to reimbursement from GS 62 and Eastwood for all costs incurred in so doing, as well as any costs, including attorneys' fees and court costs, that it may incur to collect the same if not paid by GS 62 or Eastwood within 30 days after receipt of the Association's written demand accompanied by paid invoices for such work.

2. Sunrise Cove Service Area.

(a) Association Services. Subject to subsection (b) below, the Association shall be responsible for performing, or causing to be performed, for the benefit of the Owners of all Lots within the Subject Property, maintenance, repair and replacement of Retaining Walls, subject to the warranty described in Section 1(b), the costs of which shall be a Service Area Expense to be assessed in accordance with subsection (c); provided, the Association shall have no duty to expend funds in excess of those collected under this Section 2 nor shall it have any liability for

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EXHIBIT "B"**Additional Covenants, Restrictions and Easements**

nonperformance of its responsibilities hereunder to the extent that funds assessed and collected pursuant to this Section 2 are insufficient to cover the necessary costs.

(b) Commencement of Association's Maintenance Responsibilities. Subject to the provisions of Section 1, the Association's responsibilities with respect to Retaining Walls under Section 2(a) shall commence upon recording of this Supplemental Declaration.

(c) Service Area Expenses. The estimated expenses to be incurred by the Association for providing services to the Sunrise Cove Service Area pursuant to this Section 2, including, without limitation, costs of insurance, any reasonable reserves established for repairs and replacements, and a reasonable administrative charge (collectively, "**Service Area Expenses**"), shall be allocated equally among all Lots within the Sunrise Cove Service Area as a Service Area Assessment; provided, if any maintenance or repair to be performed by the Association hereunder is necessitated by the negligence or other actions of any Owner or occupant of a Lot, or their respective contractors, guests, or invitees, the Association may assess the cost of such maintenance or repair solely against such Lot and the Owner thereof.

Notwithstanding anything to the contrary in the Declaration or any agreement entered into prior to the date of this Supplemental Declaration, a Builder shall be responsible for payment of Service Area Assessments under Section 2(c)(i) on any Lot it owns within the Service Area at the same time and in the same manner as if such Lot were owned by any other Owner. In addition, if during any year prior to the issuance of a certificate of occupancy for a home on every Lot and conveyance of every Lot for residential occupancy, Service Area Expenses of the Sunrise Cove Service Area, including budgeted contribution to reserve funds, exceed the assessments levied on Lots in the Sunrise Cove Service Area, such excess shall be funded solely by Eastwood within ten (10) days after receipt of written notice thereof from the Association.

If an Owner undertakes to perform maintenance which would otherwise be performed by the Association under this Section, there shall be no reduction or abatement in the Service Area Assessment levied on such Lot hereunder by reason of the Owner providing such maintenance.

(d) Easement for Maintenance. In addition to the easements granted in Section 1 of this Exhibit "B," the Association shall have a perpetual, non-exclusive easement over each Lot in the Sunrise Cove Service Area for the purpose of performing its maintenance responsibilities under this Section 2 and under the Declaration, which easement may be exercised by the Association, its officers, directors, employees, agents and contractors, and entry upon any Lot for such purpose shall not be deemed a trespass.

Each Owner shall clear yards and sidewalks on such Owner's Lot and adjacent rights-of-way of personal property and obstructions (e.g., chairs, tables, garbage cans, hoses, toys, sports and play equipment, yard art and décor, etc.), prior to scheduled maintenance by the

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EXHIBIT "B"**Additional Covenants, Restrictions and Easements**

Association's contractors. The Association and its contractors shall have no liability for any damage that may occur to any such items or to any landscaping as a result of the contractor's activities on a Lot. An Owner's failure to comply with this subsection (d) shall subject the Owner to sanctions by the Association in accordance with the Declaration and Bylaws of the Association, including reasonable monetary fines. In addition, such noncompliance shall relieve the Association of its responsibility under this Section with respect to such Owner's Lot to the extent that the Board or maintenance personnel determine that such noncompliance interferes with their ability to provide the required services, in which case the Owner shall promptly perform such maintenance, at such Owner's expense, in a timely manner and to at least the standard generally prevailing within the Subject Property, without deduction from or offset against Service Area Assessments due hereunder.

4. Additional Restrictions.

(a) Alteration or Interference with Retaining Walls and Easements. Except with the prior written approval of the Board and such architectural approval as required under Article V of the Declaration, no Person may:

(i) attach any fence or other thing to, alter the appearance of, or interfere with the structural integrity of any Retaining Wall or any component thereof, including without limitation, the fencing or railing along the top thereof and the grid system supporting or reinforcing the same; or

(ii) excavate or penetrate the surface of any portion of the Subject Property on or adjacent to a Retaining Wall beyond a depth of six inches (6"); or

(iii) place any obstructions in any Retaining Wall Easement Area, or otherwise interfere with the exercise of, any easement granted in this Exhibit "B," except that this shall not preclude installation and use of (A) a patio installed by the Builder as part of the original construction of a dwelling on a Lot provided that no immovable structure, enclosure, or personal property is constructed, installed, or placed on or affixed to any portion of such patio lying within a Retaining Wall Easement Area; or (B) a fence, provided that no part of the fence is attached to any Retaining Wall; however, if the Board deems it reasonably necessary to remove all or a portion of any fence in order to obtain access to a Retaining Wall Easement Area or perform its responsibilities hereunder, the Owner shall promptly remove such portion upon request of the Association at such Owner's sole cost and, if the Owner fails to do so, the Association may cause such fence to be removed and assess all costs incurred in so doing to such Owner and the Owner's Lot, which costs shall be secured by the Association's lien for assessments under the Declaration and all provisions of Section 4.09 of the Declaration shall apply thereto, such provisions being specifically incorporated herein by reference.

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EXHIBIT "B"

Additional Covenants, Restrictions and Easements

(b) Alteration of Landscaping. No Person may add, remove, or replace trees, shrubs, sod, or other landscape materials on any Lot or otherwise alter the landscape design of any Lot without prior written approval pursuant to Article V of the Declaration, except that:

(i) this shall not preclude routine mowing of lawns or pruning of shrubbery as needed to maintain it in a healthy and attractive condition, nor shall it preclude removal of fallen trees or limbs; and

(ii) plants in decorative pots may be placed at the front door entranceway to each dwelling and on the rear patio of each dwelling, subject to such limitations as to number, size, and color as the Board may establish in its sole discretion.

(c) No Short-Term Rentals, Exchanges or Timesharing. No Person shall list, advertise, or offer the use of, any Lot or any portion thereof as a vacation rental or other temporary lodging or accommodation for a period of less than six (6) months, either for rent, exchange, or otherwise; however, this shall not preclude: (i) leasing of an entire Lot for residential purposes once in any 6-month period pursuant to a written lease signed by the Owner and tenant specifying a minimum initial term of at least six (6) months; or (ii) occupancy of a Lot by the Owner thereof, any tenant pursuant to lease authorized under clause (i), the members of the Owner's or tenant's household, and occasional, non-paying guests of the Owner or such tenant while visiting with such Owner or tenant or members of their household. No Lot shall be used for operation of a timesharing, fraction-sharing, residence club, vacation club, or similar program whereby the right to exclusive use of the Lot is shared among participants in the program on a fixed or floating time schedule or on a reservation basis over a period of years.

Rec: \$25.00

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

ParticipantIDs: 7338550170

EXHIBITS "B-1" THRU "B-4"

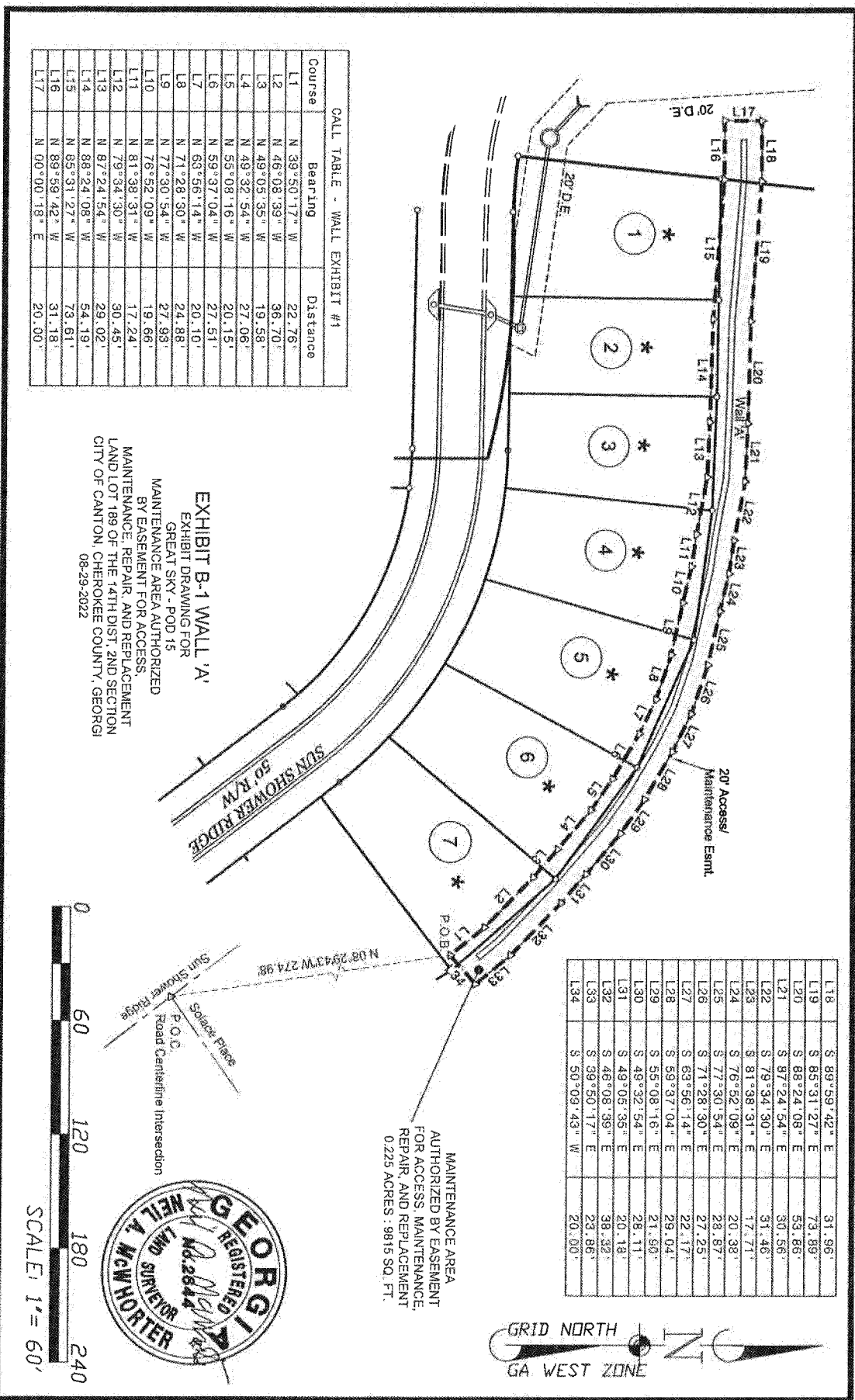
Retaining Walls

[see attached]

Rec: \$25.00

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

ParticipantIDs: 7338550170



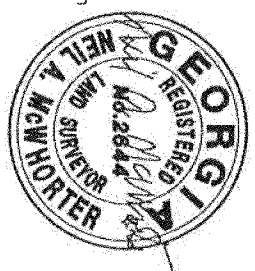
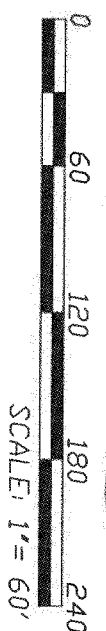
CALL TABLE - WALL EXHIBIT #1

Course	Bearing	Distance
L1	N 39°50'17" W	22.76'
L2	N 46°08'39" W	36.70'
L3	N 49°05'35" W	19.58'
L4	N 49°32'54" W	27.06'
L5	N 55°08'16" W	20.15'
L6	N 59°37'04" W	27.51'
L7	N 63°56'14" W	20.10'
L8	N 71°28'50" W	24.88'
L9	N 77°30'54" W	27.93'
L10	N 76°52'09" W	19.66'
L11	N 81°39'31" W	17.24'
L12	N 79°34'30" W	30.45'
L13	N 87°24'54" W	29.02'
L14	N 88°24'08" W	54.19'
L15	N 85°31'27" W	73.61'
L16	N 89°59'42" W	31.18'
L17	N 00°00'18" E	20.00'

L18	S 89°59'42" E	31.96'
L19	S 85°31'27" E	73.89'
L20	S 88°24'08" E	53.86'
L21	S 97°24'54" E	30.56'
L22	S 79°34'30" E	31.46'
L23	S 81°38'31" E	17.71'
L24	S 76°52'09" E	20.38'
L25	S 77°30'54" E	28.87'
L26	S 71°28'30" E	27.25'
L27	S 63°56'14" E	22.17'
L28	S 59°37'04" E	29.04'
L29	S 55°08'16" E	21.50'
L30	S 49°32'54" E	28.11'
L31	S 49°05'35" E	20.18'
L32	S 48°08'39" E	38.32'
L33	S 39°50'17" E	23.86'
L34	S 50°03'43" W	20.00'

EXHIBIT B-1 WALL 'A'
 EXHIBIT DRAWING FOR
 GREAT SKY - POD 15
 MAINTENANCE AREA AUTHORIZED
 BY EASEMENT FOR ACCESS
 MAINTENANCE, REPAIR, AND REPLACEMENT
 LAND LOT 189 OF THE 14TH DIST, 2ND SECTION
 CITY OF CANTON, CHEROKEE COUNTY, GEORGIA
 08-29-2022

MAINTENANCE AREA
 AUTHORIZED BY EASEMENT
 FOR ACCESS MAINTENANCE,
 REPAIR, AND REPLACEMENT
 0.225 ACRES : 9815 SQ. FT.



Rec: \$25.00

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

ParticipantIDs: 7338550170

EXHIBIT B-1

Legal Description for Maintenance Area Authorized by Easement for Access,
Maintenance, Repair, and Replacement for Wall 'A' – Great Sky – Pod 15

All that tract or parcel of land lying in Land Lot 189, 14th District, 2nd Section of Cherokee County, Georgia being more particularly described as follows:

Commencing at a point lying at the roadway centerline intersection of Sun Shower Ridge and Solace Place, THENCE N08°29'43"W a distance of 274.98 feet to a point, said point being the Point of Beginning;

THENCE N39°50'17"W a distance of 22.76 feet to a point;
THENCE N46°08'39"W a distance of 36.70 feet to a point;
THENCE N49°05'35"W a distance of 19.58 feet to a point;
THENCE N49°32'54"W a distance of 27.06 feet to a point;
THENCE N55°08'16"W a distance of 20.15 feet to a point;
THENCE N59°37'04"W a distance of 27.51 feet to a point;
THENCE N63°56'14"W a distance of 20.10 feet to a point;
THENCE N71°28'30"W a distance of 24.88 feet to a point;
THENCE N77°30'54"W a distance of 27.93 feet to a point;
THENCE N76°52'09"W a distance of 19.66 feet to a point;
THENCE N81°38'31"W a distance of 17.24 feet to a point;
THENCE N79°34'30"W a distance of 30.45 feet to a point;
THENCE N87°24'54"W a distance of 29.02 feet to a point;
THENCE N88°24'08"W a distance of 54.19 feet to a point;
THENCE N85°31'27"W a distance of 73.61 feet to a point;
THENCE N89°59'42"W a distance of 31.18 feet to a point;
THENCE N00°00'18"E a distance of 20.00 feet to a point;
THENCE S89°59'42"E a distance of 31.96 feet to a point;
THENCE S85°31'27"E a distance of 73.89 feet to a point;
THENCE S88°24'08"E a distance of 53.86 feet to a point;
THENCE S87°24'54"E a distance of 30.56 feet to a point;
THENCE S79°34'30"E a distance of 31.46 feet to a point;
THENCE S81°38'31"E a distance of 17.71 feet to a point;
THENCE S76°52'09"E a distance of 20.38 feet to a point;
THENCE S77°30'54"E a distance of 28.87 feet to a point;
THENCE S71°28'30"E a distance of 27.25 feet to a point;
THENCE S63°56'14"E a distance of 22.17 feet to a point;
THENCE S59°37'04"E a distance of 29.04 feet to a point;
THENCE S55°08'16"E a distance of 21.90 feet to a point;
THENCE S49°32'54"E a distance of 28.11 feet to a point;
THENCE S49°05'35"E a distance of 20.18 feet to a point;
THENCE S46°08'39"E a distance of 38.32 feet to a point;
THENCE S39°50'17"E a distance of 23.86 feet to a point;
THENCE S50°09'43"W a distance of 20.00 feet to a point with said point being the Point of Beginning.

Said tract contains 0.225 Acres, more or less

Rec: \$25.00

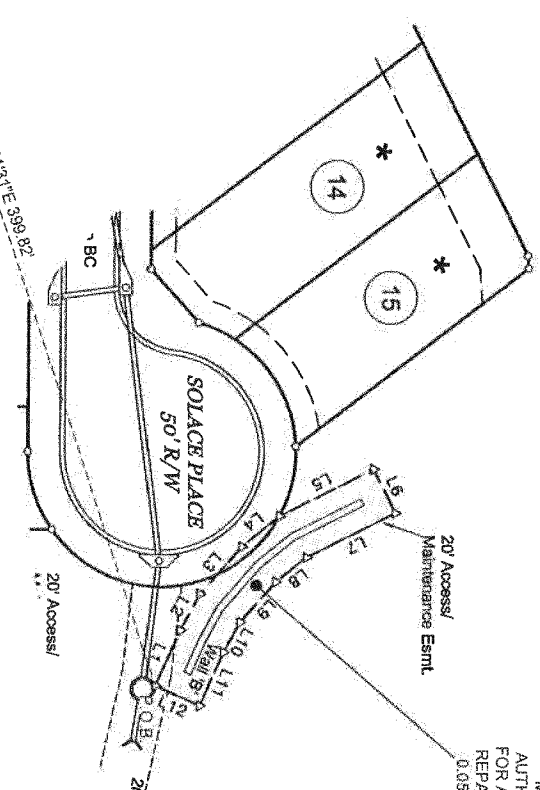
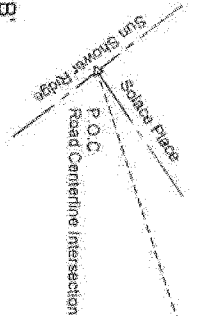
Patty Baker, Clerk of Superior Court - Cherokee County, GA

ParticipantIDs: 7338550170

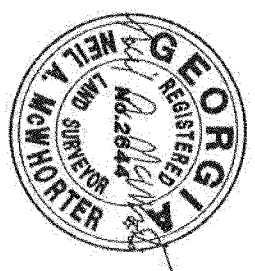
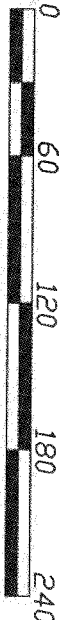
CALL TABLE - WALL EXHIBIT 'B'

Course	Bearing	Distance
L1	N 65°56'48" W	24.75'
L2	N 61°24'15" W	16.96'
L3	N 48°42'07" W	25.87'
L4	N 39°08'17" W	19.79'
L5	N 26°42'46" W	42.66'
L6	N 63°17'14" E	20.00'
L7	S 26°42'46" E	40.49'
L8	S 39°08'17" E	15.94'
L9	S 48°42'07" E	21.97'
L10	S 61°24'15" E	13.94'
L11	S 65°56'48" E	23.95'
L12	S 24°03'12" W	20.00'

EXHIBIT B-2 WALL 'B'
 EXHIBIT DRAWING FOR
 GREAT SKY - POD 15
 MAINTENANCE AREA AUTHORIZED
 BY EASEMENT FOR ACCESS.
 MAINTENANCE, REPAIR, AND REPLACEMENT
 LAND LOT 189 OF THE 14TH DIST. 2ND SECTION
 CITY OF CANTON, CHEROKEE COUNTY, GEORGIA
 08-29-2022



MAINTENANCE AREA
 AUTHORIZED BY EASEMENT
 FOR ACCESS, MAINTENANCE,
 REPAIR, AND REPLACEMENT
 0.057 ACRES : 2463 SQ. FT.



Rec: \$25.00

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

ParticipantIDs: 7338550170

EXHIBIT B-2

Legal Description for Maintenance Area Authorized by Easement for Access,
Maintenance, Repair, and Replacement for Wall 'B' – Great Sky – Pod 15

All that tract or parcel of land lying in Land Lot 189, 14th District, 2nd Section of Cherokee County, Georgia being more particularly described as follows:

Commencing at a point lying at the roadway centerline intersection of Sun Shower Ridge and Solace Place, THENCE N71°31'31"E a distance of 399.82 feet to a point, said point being the Point of Beginning; THENCE N65°56'48"W a distance of 24.75 feet to a point; THENCE N61°24'15"W a distance of 16.96 feet to a point; THENCE N48°42'07"W a distance of 25.87 feet to a point; THENCE N39°08'17"W a distance of 19.79 feet to a point; THENCE N26°42'46"W a distance of 42.66 feet to a point; THENCE N63°17'14"E a distance of 20.00 feet to a point; THENCE S26°42'46"E a distance of 40.49 feet to a point; THENCE S39°08'17"E a distance of 15.94 feet to a point; THENCE S48°42'07"E a distance of 21.97 feet to a point; THENCE S61°24'15"E a distance of 13.94 feet to a point; THENCE S65°56'48"E a distance of 23.95 feet to a point; THENCE S24°03'12"W a distance of 20.00 feet to a point with said point being the Point of Beginning.

Said tract contains 0.057 Acres, more or less

Rec: \$25.00

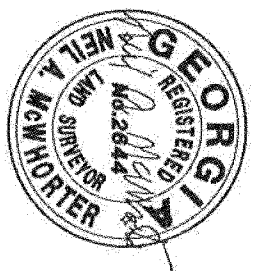
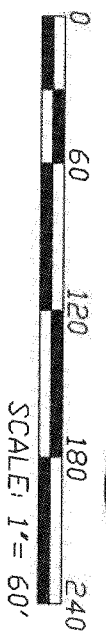
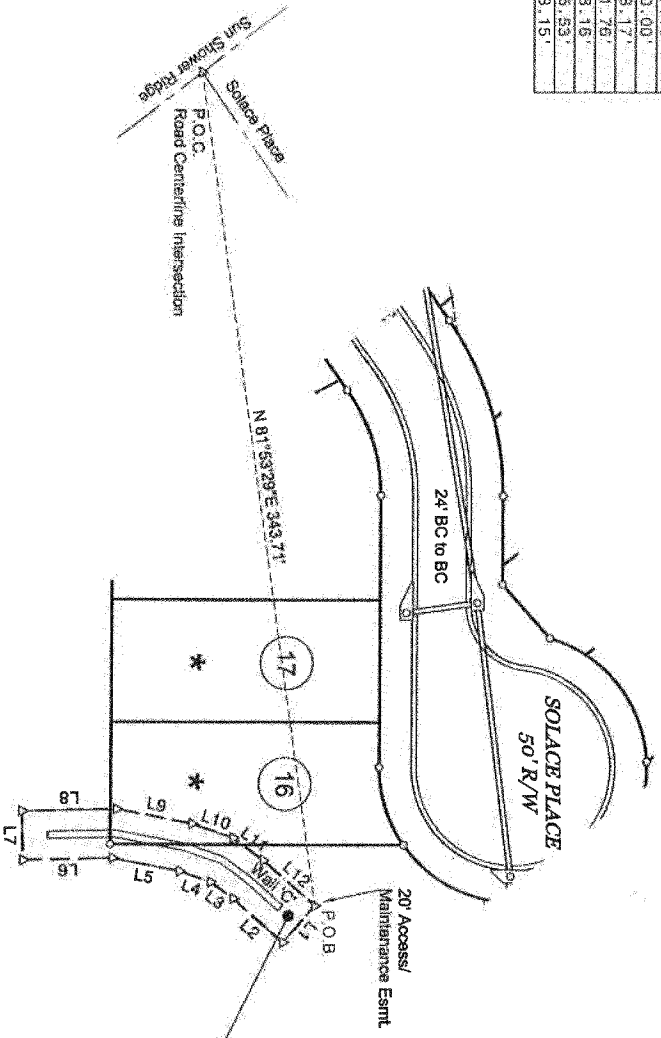
Patty Baker, Clerk of Superior Court - Cherokee County, GA

ParticipantIDs: 7338550170

CALL TABLE - WALL EXHIBIT 'C'

Course	Bearing	Distance
L1	S 48°57'28" E	20.00
L2	S 41°02'32" W	27.23
L3	S 35°45'53" W	11.59
L4	S 18°35'56" W	13.77
L5	S 10°44'39" W	28.24
L6	S 01°28'07" E	36.03
L7	S 88°31'53" W	20.00
L8	N 01°28'07" W	38.17
L9	N 10°44'39" E	31.76
L10	N 18°35'56" E	18.15
L11	N 35°45'53" E	15.53
L12	N 41°02'32" E	28.15

EXHIBIT B-3 WALL 'C'
 EXHIBIT DRAWING FOR
 GREAT SKY - POD 15
 MAINTENANCE AREA AUTHORIZED
 BY EASEMENT FOR ACCESS,
 MAINTENANCE, REPAIR, AND REPLACEMENT
 LAND LOT 189 OF THE 14TH DIST. 2ND SECTION
 CITY OF CANTON, CHEROKEE COUNTY, GEORGIA
 08-29-2022



MAINTENANCE AREA
 AUTHORIZED BY EASEMENT
 FOR ACCESS, MAINTENANCE,
 REPAIR, AND REPLACEMENT
 0.057 ACRES : 2486 SQ. FT.



Rec: \$25.00

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

ParticipantIDs: 7338550170

EXHIBIT B-3

Legal Description for Maintenance Area Authorized by Easement for Access,
Maintenance, Repair, and Replacement for Wall 'C' – Great Sky – Pod 15

All that tract or parcel of land lying in Land Lot 189, 14th District, 2nd Section of Cherokee County, Georgia being more particularly described as follows:

Commencing at a point lying at the roadway centerline intersection of Sun Shower Ridge and Solace Place, THENCE N81°53'29"E a distance of 343.71 feet to a point being the Point of Beginning;
THENCE S48°57'28"E a distance of 20.00 feet to a point;
THENCE S41°02'32"W a distance of 27.23 feet to a point;
THENCE S35°45'53"W a distance of 11.59 feet to a point;
THENCE S18°35'56"W a distance of 13.77 feet to a point;
THENCE S10°44'39"W a distance of 28.24 feet to a point;
THENCE S01°28'07"E a distance of 36.03 feet to a point;
THENCE S88°31'53"W a distance of 20.00 feet to a point;
THENCE N01°28'07"W a distance of 38.17 feet to a point;
THENCE N10°44'39"E a distance of 31.76 feet to a point;
THENCE N18°35'56"E a distance of 18.16 feet to a point;
THENCE N35°45'53"E a distance of 15.53 feet to a point;
THENCE N41°02'32"E a distance of 28.15 feet to a point, with said point being the Point of Beginning.

Said tract contains 0.057 Acres, more or less

Rec: \$25.00

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

ParticipantIDs: 7338550170

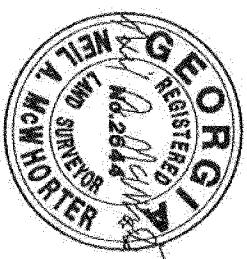
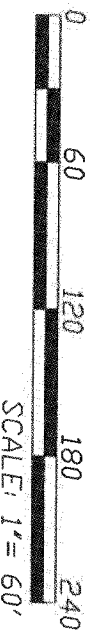
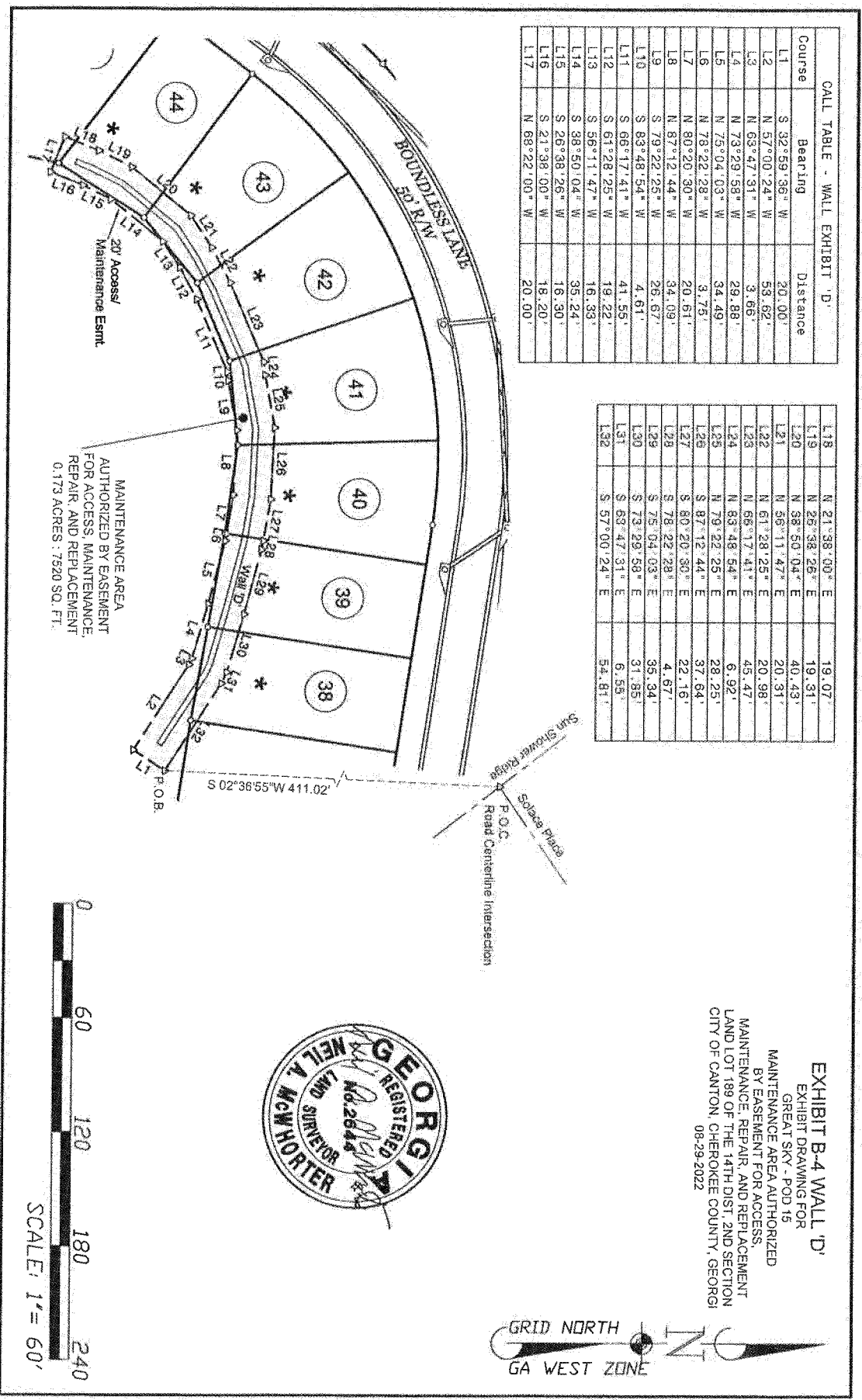


EXHIBIT B-4 WALL 'D'
 EXHIBIT DRAWING FOR
 GREAT SKY - POD 15
 MAINTENANCE AREA AUTHORIZED
 BY EASEMENT FOR ACCESS,
 MAINTENANCE, REPAIR, AND REPLACEMENT
 LAND LOT 189 OF THE 14TH DIST. 2ND SECTION
 CITY OF CANTON, CHEROKEE COUNTY, GEORGIA
 08-29-2022

MAINTENANCE AREA
 AUTHORIZED BY EASEMENT
 FOR ACCESS, MAINTENANCE,
 REPAIR, AND REPLACEMENT
 0.173 ACRES : 7520 SQ. FT.

20' Access/
 Maintenance Esmt.

BOUNDLESS LANE
 50' R/W

Sun Shower Ridge
 P.O.C.
 Road Centerline Intersection
 Solace Place

S 02°36'55" W 411.02'

P.O.B.

Rec: \$25.00

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

ParticipantIDs: 7338550170

EXHIBIT B-4

Legal Description for Maintenance Area Authorized by Easement for Access,
Maintenance, Repair, and Replacement for Wall 'D' – Great Sky – Pod 15

All that tract or parcel of land lying in Land Lot 189, 14th District, 2nd Section of Cherokee County, Georgia being more particularly described as follows:

Commencing at a point lying at the roadway centerline intersection of Sun Shower Ridge and Solace Place, THENCE S02°36'55"W a distance of 411.02 feet to a point being the Point of Beginning;
THENCE S32°59'36"W a distance of 20.00 feet to a point;
THENCE N57°00'24"W a distance of 53.62 feet to a point;
THENCE N63°47'31"W a distance of 3.66 feet to a point;
THENCE N73°29'58"W a distance of 29.88 feet to a point;
THENCE N75°04'03"W a distance of 34.49 feet to a point;
THENCE N78°22'28"W a distance of 3.75 feet to a point;
THENCE N80°20'30"W a distance of 20.61 feet to a point;
THENCE N87°12'44"W a distance of 34.09 feet to a point;
THENCE S79°22'25"W a distance of 26.67 feet to a point;
THENCE S83°48'54"W a distance of 4.61 feet to a point;
THENCE S66°17'41"W a distance of 41.55 feet to a point;
THENCE S61°28'25"W a distance of 19.22 feet to a point;
THENCE S56°11'47"W a distance of 16.33 feet to a point;
THENCE S38°50'04"W a distance of 35.24 feet to a point;
THENCE S26°38'26"W a distance of 16.30 feet to a point;
THENCE S21°38'00"W a distance of 18.20 feet to a point;
THENCE N68°22'00"W a distance of 20.00 feet to a point;
THENCE N21°38'00"E a distance of 19.07 feet to a point;
THENCE N26°38'26"E a distance of 19.31 feet to a point;
THENCE N38°50'04"E a distance of 40.43 feet to a point;
THENCE N56°11'47"E a distance of 20.31 feet to a point;
THENCE N61°28'25"E a distance of 20.98 feet to a point;
THENCE N66°17'41"E a distance of 45.47 feet to a point;
THENCE N83°48'54"E a distance of 6.92 feet to a point;
THENCE N79°22'25"E a distance of 28.25 feet to a point;
THENCE S87°12'44"E a distance of 37.64 feet to a point;
THENCE S80°20'30"E a distance of 22.16 feet to a point;
THENCE S78°22'28"E a distance of 4.67 feet to a point;
THENCE S75°04'03"E a distance of 35.34 feet to a point;
THENCE S73°29'58"E a distance of 31.85 feet to a point;
THENCE S63°47'31"E a distance of 6.55 feet to a point;
THENCE S57°00'24"E a distance of 54.81 feet to a point, with said point being the Point of Beginning.

Said tract contains 0.173 Acres, more or less