

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**"), VENTURE COMMUNITIES-LAKESIDE, LLC, a Georgia limited liability company ("**Venture-Lakeside**") and VENTURE COMMUNITIES, LLC, a Georgia limited liability company ("**Venture**") (GS Lots, Association, and Venture are sometimes referred to herein collectively as the "**parties**"), with the joinder and consent of AMERIS BANK, a Georgia state banking association ("**Lender**").

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that Quitclaim Deed dated September 18, 2006, and recorded October 16, 2006 in Deed Book 9133, Page 356, *et seq.*, as superseded and replaced by that Corrective Quitclaim Deed dated effective as of September 18, 2006, filed for record September 24, 2009 and recorded in Deed Book 10791,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**

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

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 Venture-Lakeside by Limited Warranty Deed dated February 28, 2020 and recorded March 6, 2020 in Deed Book 14449, Page 1729, *et seq.* ("**Pod 18 Deed**"), portions of the Subject Property now being owned by Venture-Lakeside and other portions now being owned by Venture; 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 the Pod 18 Deed expressly made the conveyance to Venture-Lakeside subject to the Declaration as amended; 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, the Lender 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, and Venture-Lakeside, Venture, 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.

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 "Lakeside 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.

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]

IN WITNESS WHEREOF, GS Lots, as the current Declarant, Association, Venture-Lakeside and Venture have executed this Supplemental Declaration as of the 27 day of June, 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 Lorey, Authorized Signatory

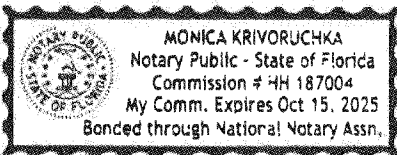
Signed, sealed and delivered this 27 day of June, 2022, in the presence of:

[Signature]
Unofficial Witness
(Print Name): Trudy Acerspenden

[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: _____

IN WITNESS WHEREOF, GS Lots, as the current Declarant, Association, Venture-Lakeside and Venture have executed this Supplemental Declaration as of the 27th day of June, 2022

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: _____

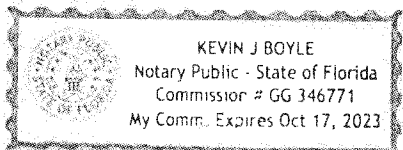
Signed, sealed and delivered this 27th day of June, 2022 in the presence of:

Cathy Chism
Unofficial Witness
(Print Name): Cathy Chism

Kevin J. Boyle
Notary Public
(Print Name): Kevin J. Boyle

[Notary Seal/Stamp]

My commission expires: OCT 17, 2023



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: _____
Adam Lorry, Authorized Signatory

ASSOCIATION:

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

By: Shelley Kaercher
Name: Shelley Kaercher
Its: president

Attest: _____
Name: _____
Its: _____

Rec: \$25.00

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

ParticipantIDs: 7338550170

VENTURE-LAKESIDE:

Signed, sealed and delivered this
27 day of June, 2022
in the presence of:

Craig D Epp
Unofficial Witness
(Print Name): CRAIG D. EPP

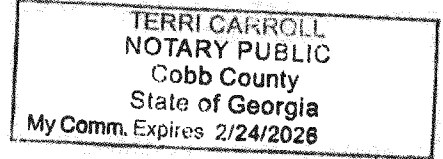
VENTURE COMMUNITIES-LAKESIDE, LLC,
a Georgia limited liability company

By: Robert C White
Name: Robert C. White
Its: manager

TERRI CARROLL
Notary Public
(Print Name): TERRI CARROLL

2/24/2026
[Notary Seal/Stamp]

My commission expires:
2/24/2026



VENTURE:

Signed, sealed and delivered this
27 day of June, 2022
in the presence of:

Craig D Epp
Unofficial Witness
(Print Name): CRAIG D. EPP

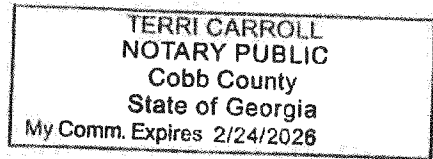
VENTURE COMMUNITIES, LLC, a Georgia
limited liability company

By: Robert C White
Name: Robert C. White
Its: manager

TERRI CARROLL
Notary Public
(Print Name): TERRI CARROLL

[Notary Seal/Stamp]

My commission expires:
2/24/2026



Rec: \$25.00

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

ParticipantIDs: 7338550170

LENDER CONSENT, APPROVAL AND SUBORDINATION

The undersigned ("Lender"), is the "Grantee" under that certain Construction Loan Deed to Secure Debt and Security Agreement from VENTURE COMMUNITIES-LAKESIDE, LLC to AMERIS BANK dated February 28, 2020 and recorded in the Office of the Clerk of Superior Court of Cherokee County, Georgia at Deed Book 14449, Page 1742, *et seq.*, (as amended and modified, the "Mortgage"), which Mortgage 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, Lender hereby consents to and approves of such Supplemental Declaration and the Declaration of Covenants, Restrictions and Easements for Great Sky referenced therein ("Declaration") and agrees that the lien of the Mortgage is and shall be subordinate to the Declaration and Supplemental Declaration.

IN WITNESS WHEREOF, the Lender hereby joins in execution of and consents to the Supplemental Declaration by and through its duly authorized representative this 28th day of June, 2022.

LENDER:

AMERIS BANK, a Georgia state banking association

By: *Carlis Smith*
Name: Carlis Smith
Its: Vice President

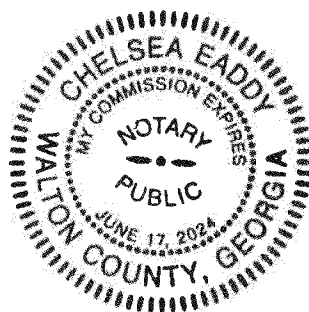
Signed, sealed and delivered this 28th day of June, 2022, in the presence of:

Susan Smith
Unofficial Witness
(Print Name): Susan Smith

Chelsea L. Eaddy
Notary Public
(Print Name): Chelsea L. Eaddy

[Notary Seal/Stamp]

My commission expires: June 17, 2024



Rec: \$25.00

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

ParticipantIDs: 7338550170

EXHIBIT "A"

Subject Property

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lots 172 & 189 of the 14th District, 2nd Section, City of Canton, Cherokee County, Georgia and being more particularly shown and described on that certain Final Plat for Lakeside @ Great Sky prepared for Venture Communities, LLC by Northpoint Land Surveying signed by Kenneth Lane Fullerton, PLS #3325 and recorded in the office of the Clerk of the Superior Court for Cherokee County, Georgia on April 22, 2021 at Plat Book 119, Pages 1067-1070.

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

1. Retaining Walls and Slopes.

(a) Easements for Retaining Walls. Venture, Venture-Lakeside, or their contractors 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 42-57 (as such Lots are identified on the plat referenced in Exhibit "A"); and

(ii) along the rear boundary of Lots 61-66 and Lots 67-72 and (as such Lots are identified on the plat referenced in Exhibit "A"), and between Lot 61 and the westerly right-of-way of Reservoir Drive;

(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**").

Venture and Venture-Lakeside hereby establish and grant a perpetual, reciprocal easement appurtenant to each lot or parcel within the Subject Property on which any portion of a Retaining Wall and Related Components is located over that portion of each other lot and parcel upon which any portion of such Retaining Wall is located, for maintenance and support of such Retaining Wall.

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

(i) over those portions of Lots 42-57, Lots 61-66, Lots 67-72, and adjacent properties, on which any part of a Retaining Wall has been constructed or installed, and over any portion of such Lots and adjacent properties 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 42 and 43, Lots 52 and 53, Lots 54 and 55, and Lots 56 and 57 lying within six feet (6') of the common boundary between Lots 42 and 43, the common boundary between Lots 52 and 53, the common boundary between Lots 54 and 55, or the common boundary between Lots 56 and 57, respectively, and over other portions of the Subject Property lying outside the boundaries of any Lot, as reasonably necessary or convenient

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

for people and equipment to access the area described in Section 1(a)(i) to inspect, maintain, repair and replace such Retaining Walls.

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) Builder Warranty. Venture-Lakeside, its 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 Venture Entities or their contractors. Venture-Lakeside warrants 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. Venture-Lakeside 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, except as limited in Section 1(c) with respect to landscaping. Upon its failure to comply with this paragraph, the Association, upon not less than 10 days' prior written notice to Venture-Lakeside, may cause such defects to be corrected and shall be entitled to reimbursement from Venture-Lakeside 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 Venture-Lakeside within 30 days after receipt of the Association's written demand accompanied by paid invoices for such work.

(c) Slope Maintenance. Notwithstanding the provisions of Section 2 of this Exhibit "B", the designation as Common Property, and/or conveyance to the Association, Venture-Lakeside is responsible, at its expense, for causing the slopes within Subject Property that are located in whole or in part on Common Property and any portion of such slope that extends onto an adjacent Lot (each a "**Slope**"), to be landscaped in accordance with plans and specifications approved pursuant to Article V of the Declaration, all landscaping materials to be installed in accordance with best practices to maximize stabilization of the slopes, minimize erosion, and promote the health and longevity of landscape plantings. Upon substantial completion of all landscaping work on such slopes, it shall notify the Association in writing at its address as shown on the and the Association shall have 14 days thereafter to have its representative conduct an inspection and notify Venture-Lakeside in writing of any material deficiencies noted during such inspection, which shall be promptly corrected by Venture-Lakeside. The process shall be repeated until all noted deficiencies have been corrected to the reasonable satisfaction of the Association, which shall be deemed to have occurred upon the earlier of (i) such date as the Association may specify by written notice to Venture that the work is complete; or (ii) passage of 14 days from the date of the most recent notice from Venture without further response from the

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

Association noting material deficiencies remaining to be corrected (the earlier of such dates being the "Completion Date"). If any plant materials installed on such slopes become diseased or die within one year of the Completion Date ("Landscape Warranty Period"), Venture-Lakeside agrees to remove and replace the diseased or dying plants with comparably sized healthy plants, such replacement to be in conformance with the original plans and specifications and the standard set forth herein, unless otherwise agreed in writing by the Association. Upon its failure to comply with this paragraph, the Association, upon not less than 10 days' prior notice to Venture-Lakeside, may cause such defects to be corrected and shall be reimbursed by Venture-Lakeside 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 Venture-Lakeside within 30 days after receipt of the Association's written demand accompanied by paid invoices for such work. Upon failure of Venture-Lakeside to reimburse any such costs, the Association shall be entitled to assess any such costs not paid by Venture-Lakeside as a Service Area Assessment against all Lots within the Lakeside Service Area.

2. Lakeside 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, the following services, the costs of which shall be a Service Area Expense to be assessed in accordance with subsection (c):

(i) maintenance, repair or replacement of any Slope which is the responsibility of Venture-Lakeside pursuant to Section 1(c), to the extent that the Board determines it necessary or appropriate to undertake such work and is not reimbursed as required by Section 1(c);

(ii) maintenance, repair and replacement of Retaining Walls, subject to the warranty described in Section 1(b);

(iii) the following landscape maintenance on Lots within the Subject Property, on such schedule as the Board deems appropriate;

(A) mowing and fertilizing of turf areas in front and rear yards of the Lots;

(B) blowing of lawn clippings, leaves and other lawn debris from sidewalks and driveways;

(C) mulching of planting beds in front yards;

(D) edging of curbs, walks, and planting beds;

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

(E) removal of fallen leaves from lawns, planting beds, and sidewalks at least twice per year;

(iv) operation, maintenance, repair, and replacement of any centrally-controlled irrigation system serving the Lots within the Subject Property, including all irrigation lines, sprinklers, and equipment comprising such system, and provision of water and electricity for operation of such system; and

(v) such other maintenance of landscaping and hardscaping on Lots as the Board may determine desirable and able to be funded under the Service Area budget for the Lakeside Service Area adopted from time to time in accordance with the Declaration.

Notwithstanding the above, each Owner shall be responsible for any landscaping and improvements installed by the Owners or occupants of any Lot after issuance of a certificate of occupancy for the dwelling on the Lot, including any irrigation system installed on the Lot. Each Owner shall also be responsible for all maintenance of the Lot other than that maintenance which the Association is to provide pursuant to this Section. 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 Assessments due on such Lot hereunder by reason of the Owner providing such maintenance.

(b) Commencement of Association's Maintenance Responsibilities. Subject to the provisions of Section 1, the Association's responsibilities with respect to Slopes on Common Property under Section 2(a)(i) shall commence upon conveyance of the Common Property to the Association and the Association's responsibilities with respect to Retaining Walls under Section 2(a)(ii) shall commence upon recording of this Supplemental Declaration. The Association's responsibilities under Section 2(a)(iii), (iv) and (v) shall commence as to each Lot upon satisfaction of the following requirements with respect to such Lot:

(i) completion of construction of a dwelling, all related improvements, and landscaping on the Lot in accordance with the plans approved pursuant to the Declaration (the "**Approved Plans**"); and

(ii) issuance of a certificate of occupancy for such dwelling and related improvements.

(c) Service Area Expenses. The estimated expenses to be incurred by the Association for providing services to the Lakeside Service Area pursuant to this Section 2, including any reasonable reserves established for repairs and replacements and a reasonable administrative charge (collectively, "**Service Area Expenses**"), shall be allocated as follows:

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

(i) expenses in connection with the Association's responsibilities under Section 2(a)(i) and (ii) shall be allocated equally among all Lots within the Lakeside Service Area;

(ii) expenses in connection with the Association's responsibilities under Section 2(a)(iii), (iv) and (v), including all utility costs associated with operation of the irrigation system serving Lots (but not any separate irrigation system serving the Common Property), shall be assessed solely against those Lots as to which the Association's responsibilities have commenced under Section 2(b);

all such Service Area Expenses shall be levied 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, 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 Lakeside Service Area, including budgeted contribution to reserve funds, exceed the assessments levied on Lots in the Lakeside Service Area, such excess shall be funded solely by Venture Lakeside 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 Lakeside 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.), remove and properly dispose of pet waste, and remove pets from outdoor areas prior to scheduled landscape maintenance by the Association's contractors. The Association and its contractors shall have no liability for any damage that may

EXHIBIT "B"

Additional Covenants, Restrictions and Easements

occur to any such items 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) Fences. No fences of any kind are permitted on Lots within the Subject Property, except such fences or railings as are a component of the Retaining Walls.

(b) 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 anything 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 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 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 the easement area.

(c) Alteration of Landscaping. No Person other than the Builder and the Association's landscape contractors may add, remove, or replace trees, shrubs, sod, landscape edging, 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 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

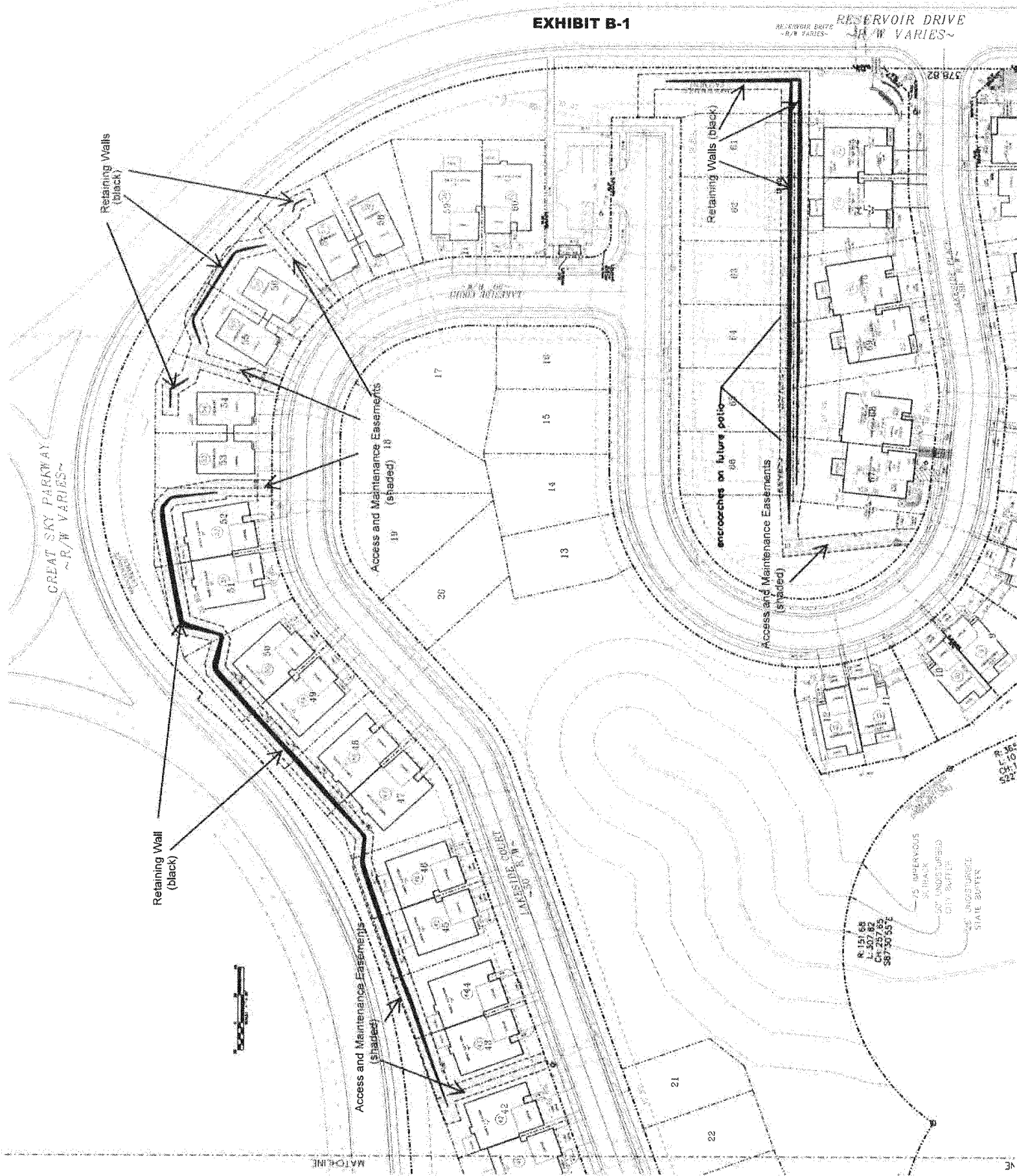
EXHIBIT "B"

Additional Covenants, Restrictions and Easements

(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.

(d) 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.

EXHIBIT B-1



R 151.68
L 307.82
CH 227.63
SB 730.557E

75' IMPERVIOUS SURFACE
50' UNDEVELOPED CITY BUFFER
20' UNDEVELOPED STATE BUFFER