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2014 APR 29 AM 8:32

BOOK# PAGE#
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
RECORDED

ABOVE SPACE FOR RECORDING INFORMATION ONLY

Prepared by:

Bouhan Falligant

447 Bull Street
Savannah, GA 31401
ATTN: Harris G. Martin
(912) 232-7000
File Number: 6925-193

RECREATIONAL COVENANT
REGARDING AMENITY CENTER FEES

FOR

RICHMOND HILL PLANTATION NORTH ENTRANCE NEIGHBORHOOD

THIS RECREATIONAL COVENANT REGARDING AMENITY CENTER FEES FOR RICHMOND HILL PLANTATION NORTH ENTRANCE NEIGHBORHOOD ("Covenant") is made as of the 23rd day of April, 2014, by RICHMOND HILL PLANTATION NORTH ENTRANCE NEIGHBORHOOD ASSOCIATION, INC., a Georgia non-profit corporation (the "Association"), RICHMOND HILL DEVELOPMENT, INC., a Georgia corporation ("RH Development"), SYNERGY DESIGNER HOMES, INC., a Georgia corporation ("Synergy"), JERRY C. WARDLAW CONSTRUCTION, INC., a Georgia corporation ("Wardlaw"), JG DIXON PROPERTIES, LLC, a Georgia limited liability company ("Dixon"), GEO CONSTRUCTION, INC., a Georgia corporation ("GEO") (RH Development, Synergy, Wardlaw, Dixon, and GEO being hereinafter sometimes collectively or individually, as the context requires, referred to as the "Owners" or "Owner").

WITNESSETH:

WHEREAS, the Association is the home owners association for Richmond Hill Plantation North Entrance Neighborhood pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Richmond Hill Plantation (Residential), dated April 12, 2007, and recorded in Deed Book 716, page 204, Bryan County, Georgia, records, including all amendments, supplements and assignments thereto, as recorded in the Bryan County, Georgia, records, including that Amendment to Declaration of Covenants, Conditions and Restrictions for Richmond

Hill Plantation (Residential), dated January 28, 2009, and recorded in Deed Book 844, page 383, Bryan County, Georgia, records (collectively, the "Declaration"); and

WHEREAS, the Association is the owner of real property known as Parcel 11, consisting of 1.161 acres, City of Richmond Hill, 20th G.M.D., Bryan County, Georgia, and being more particularly described on Exhibit "A", attached hereto and made a part hereof by this reference (the "Amenity Lot"); and

WHEREAS, the Association intends to construct a pool amenity center upon the Amenity Lot which shall be for the benefit, use and enjoyment of all members of the Association (the "Amenity Center"); and

WHEREAS, RH Development owns that certain real property more particularly described on Exhibit "B", attached hereto and made a part hereof by this reference (the "RH Development Property"), and all properly subdivided residential lots hereinafter created from within the RH Development Property are referred to herein as the "RH Development Lots"; and

WHEREAS, Synergy owns that certain real property more particularly described on Exhibit "C", attached hereto and made a part hereof by this reference (the "Synergy Lots"); and

WHEREAS, Wardlaw owns that certain real property more particularly described on Exhibit "D", attached hereto and made a part hereof by this reference (the "Wardlaw Lots"); and

WHEREAS, Dixon owns that certain real property more particularly described on Exhibit "E", attached hereto and made a part hereof by this reference (the "Dixon Lots"); and

WHEREAS, GEO owns that certain real property more particularly described on Exhibit "F", attached hereto and made a part hereof by this reference (the "GEO Lots"); (the RH Development Lots, Synergy Lots, Wardlaw Lots, Dixon Lots, and GEO Lots are hereinafter sometimes collectively or individually, as the context requires, referred to as the "Lots" or "Lot"); and

WHEREAS, the RH Development Lots are intended to be made subject to the Declaration in the future, and all other Lots are subject to the Declaration; and

WHEREAS, the Owners intend to develop and/or construct single family residences on the Lots or to sell the Lots to other developers and/or homebuilders who will similarly develop and/or construct single family residences on the Lots, such that the Lots shall ultimately be sold to non-developer, non-homebuilder third parties; and

WHEREAS, the Owners desire to contribute to the costs of construction and maintenance of the Amenity Center which will benefit the Lots;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the benefits and obligations accruing to the parties and Lots herein, and other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Lots Subject to Covenant. The Owners hereby declare that the Lots shall be held, transferred, sold and conveyed subject to the covenants, conditions and restrictions contained in this Covenant, which shall run with title to the Lots, and which are made for the express benefit of, and shall be binding upon, the owners from time to time of the Lots and the parties hereto. The Owners acknowledge and agree that this Covenant is also made for the benefit of the Association and shall be enforceable by the Association as hereinafter set forth.

2. Amenity Impact Fee. For each Lot that is subject to the Declaration at the time of the conditions described below in this Section 2, an amenity impact fee as also described below in this Section 2 shall be due and payable to the Association. For each Lot that is not subject to the Declaration at the time of the conditions described in this Section 2, no amenity impact fee shall be due and payable.

a. For purposes of this Covenant, a "Home Owner" shall be defined as any person (or entity), other than a properly licensed developer or homebuilder, who purchases or acquires a Lot, regardless of whether a residence has been constructed upon the Lot at the time of purchase or acquisition.

b. Upon the initial sale and/or conveyance of any Lot from a properly licensed developer or homebuilder, or from a party as described in Section 2(d) who acquires the Lot from such a developer or homebuilder as set forth in Section 2(d), to a Home Owner, an amenity impact fee (the "Amenity Impact Fee") shall be paid to the Association, said amount to be determined as set forth in Section 2(b)(i) and (ii). The Amenity Impact Fee shall be a one-time payment only and shall not thereafter be due from any subsequent owner of a Lot.

i. For any sale and/or conveyance of any Lot to a Home Owner occurring from the date of this Covenant until five (5) years thereafter, the Amenity Impact Fee shall be in the amount of \$2,700.00.

ii. For any sale and/or conveyance of any Lot to a Home Owner occurring more than five (5) years after the date of this covenant, the Amenity Impact Fee shall be the sum of \$2,700.00, plus compound interest accruing thereon at the rate of three percent (3%) per annum; provided, however, that the Amenity Impact Fee shall not exceed \$3,700.00.

c. Any properly licensed developer or homebuilder who develops and/or constructs a residence on a Lot and thereafter (i) resides at said residence, (ii) leases said residence, or (iii) otherwise permits any other person to occupy said residence in any way shall be considered a Home Owner, and that Lot shall be immediately subject to the Amenity Impact Fee as provided for in Section 2(b).

d. The conveyance of any Lot by a deed under power, deed in lieu of foreclosure, or any similar deed to the holder of a mortgage or security deed securing that Lot shall not be considered an initial sale or conveyance of a Lot to a Home Owner as described and set

forth in Section 2(b). At the time of such a conveyance, no Amenity Impact Fee shall be due and payable.

3. ~~Failure to Pay Amenity Impact Fee~~ 2011 APR 28 AM 10:32
If the Amenity Impact Fee is not paid in accordance with the terms and provisions of this Covenant, the Association shall have the following rights and remedies: in addition to all other rights and remedies provided at law or in equity:

a. The Amenity Impact Fee shall be a personal obligation of the owner of the Lot who sells and/or conveys a Lot to a Home Owner as described in Section 2, other than a party described in Section 2(d), and the Association may enforce the personal obligation of said owner by means of any right and remedy provided at law or in equity.

b. The Association shall have a continuing lien against each Lot to secure payment of the Amenity Impact Fee. Said lien shall have the same effect and be of the same kind as the liens provided for in the Declaration, including but not limited to the provisions of Section 8.7 of the Declaration, and likewise any enforcement thereof by the Association shall be in the same manner as provided for in the Declaration, including but not limited to the provisions of Section 8.7 of the Declaration. The Association may execute and record in the applicable county records a document setting forth the amount of the Amenity Impact Fee and any and all related charges at the time such document is executed and the fact that a lien exists to secure the payment thereof.

c. The Association shall have the right to deny the owner of the Lot, and any relatives, guests, or invitees, access to and use of the Amenity Center and Amenity Lot until such time as the Amenity Impact Fee, and all other charges that may apply pursuant to the provisions hereof, is paid in full. The Association may enforce its right to deny access to and use of the Amenity Center and Amenity Lot by any legal remedy, including specifically the right to seek an injunction from any court of competent jurisdiction.

4. General Provisions.

a. The recitals contained in this Covenant are hereby incorporated into and made a part of this Covenant and are affirmed by each party hereto as being accurate and true in every respect.

b. The obligations created hereunder shall inure to the benefit of and may be enforced by the Association by any means provided herein or available at law or in equity.

c. This Covenant may only be amended in a writing signed by all the parties to this Covenant or their successors and heirs as the case may be. The Association shall not have the right to release any Owner, or the Owner's successors or heirs, from the obligations contained herein without the written consent of every other Owner or that Owner's successors or heirs.

d. Amendments to this Covenant shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must

be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Covenant. If an individual or entity makes any amendment to this Covenant, it will be conclusively presumed that such individual or entity has the authority so to consent, and no contrary provision in any mortgage or contract between such individual or entity and a third party will affect the validity of such amendment.

e. This Covenant shall remain in effect for a term of twenty (20) years from the date it is recorded in the applicable county records, subject to any amendments which may be adopted during such period in accordance with the procedures provided in this Covenant. After such time, this Covenant shall be automatically terminated and all obligations hereunder still outstanding for any Lot shall be automatically released.

Notwithstanding the foregoing, in the event that the Amenity Center contemplated by this Agreement is not substantially completed within two (2) years of the date this Covenant is recorded in the applicable county records, this Covenant shall be automatically terminated and all obligations hereunder still outstanding for any Lot shall be released. The Association shall be entitled to keep all amounts that have previously been paid pursuant to this Covenant.

f. This Covenant shall be governed by and construed under Georgia law.

g. No failure to exercise any power under this Covenant or insist upon strict compliance with this Covenant and no custom or practice at variance with the terms of this Covenant shall constitute a waiver of the right to demand exact compliance with the terms of this Covenant.

h. Invalidity of any provision of this Covenant, in whole or in part, or any application of a provision of this Covenant by judgment or court order shall in no way affect or invalidate the other provisions or applications contained herein.

i. The captions of this Covenant are for convenience only and are not to be construed as part of this Covenant and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

j. Each party to this Covenant acknowledges that it has had the opportunity to review this Covenant and/or to have the same reviewed by legal counsel. Pursuant thereto, in the event of any litigation arising out of or related to this Covenant, the terms hereof shall not be construed more strictly against the drafting party or less strictly against any non-drafting party.

k. The Association shall maintain accurate records regarding the payment of the Amenity Impact Fee, which records shall be available for inspection and review upon reasonable request by any party to this Covenant.

l. Upon payment of the Amenity Impact Fee, the applicable Lot shall be automatically released from this Covenant and the owner of a Lot may request that the Association, through its duly appointed officers, execute an instrument to be recorded in the applicable county

132 0817 2014 APR 29 AM 8:32
records which shall acknowledge payment in full of the Amenity Impact Fee, and such instrument shall operate to release of record that it is not from the provisions of the Covenant. Within thirty (30) days of receipt of a written request to such effect, the Association, through its duly appointed officers, shall execute and record such instrument.

CLERK OF SUPERIOR COURT

m. ^{BY}_{THE} The Association shall have the right to assign its rights in and to this Covenant to a third party as collateral and security for any indebtedness or other obligation of the Association, without the consent of any other party to this Covenant.

[Remainder of this page intentionally left blank]

11:32 AM 06/18 2016 APR 29 AM 8:32
IN WITNESS WHEREOF, the parties hereto have executed this Covenant as of the day
and year first above written.

BOOK# _____ PAGE# _____
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
BRYAN COUNTY

Signed, sealed, and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

1/16/18

[NOTARY SEAL]



ASSOCIATION:

**RICHMOND HILL PLANTATION NORTH
ENTRANCE NEIGHBORHOOD
ASSOCIATION, INC.**, a Georgia non-profit
corporation

By:

[Signature]
Jack Wardlaw, its President

[CORPORATE SEAL]

1132 0619

2014 APR 29 AM 8:32
RH DEVELOPMENT:

BOOK # _____
PAGE # _____
Signed, sealed, and delivered
in the presence of:

Ann Ventloffe
Unofficial Witness

Harris G. Martin
Notary Public

My Commission Expires:

[NOTARY SEAL]

RICHMOND HILL DEVELOPMENT, INC., a
Georgia corporation

By:

John A. Murphy
John A. Murphy, its President

[CORPORATE SEAL]



1132 0620

Signed, sealed, and delivered

in the presence of #

CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA

Crystal Zipperer
Unofficial Witness

James M. Cae
Notary Public

My Commission Expires:

Jan 12, 2016

[NOTARY SEAL]



SYNERGY:

2014 APR 29 AM 8:32

SYNERGY DESIGNER HOMES, INC., a
Georgia corporation

By:

J. Read Brennan, its President

[CORPORATE SEAL]

1132 0621
Signed, sealed and delivered
in the presence of:

2014 APR 29 AM 8:32

WARDLAW:
JERRY C. WARDLAW CONSTRUCTION,
INC., a Georgia corporation

BOOK# _____ PAGE# _____
CLEAN COPY FOR BOOK# _____
Unofficial Witness

By: _____

Heather Locke
Notary Public

Its: Jerry C. Wardlaw, President

My Commission Expires:
1/16/16

Attest: _____

Its: Jack Wardlaw, Vice President

[NOTARY SEAL]



[CORPORATE SEAL]

DIXON:

Signed, sealed and delivered
in the presence of:

2014 APR 29 AM 8:32
JGD DIXON PROPERTIES, LLC, a Georgia
limited liability company

BOOK # _____ PAGE # _____
CLEANED BY _____
Official Witness

By: _____

Its: _____

Notary Public

My Commission Expires:

Jan 12, 2016

[NOTARY SEAL]



GEO:

Signed, sealed, and delivered
in the presence of:

BOOK# 137 PAGE# 0523
Unofficial Witness
Lauren McCraw
Notary Public

My Commission Expires:
Jan 12, 2016

[NOTARY SEAL]

2014 APR 23 AM 8:32
GEO CONSTRUCTION, INC., a
Georgia corporation

By:

Its:

President

[CORPORATE SEAL]



EXHIBIT "A"

1132 0624

2014 APR 29 AM 8:32

BOOK 7 PAGE 7
ALL that certain lot, tract or parcel of land situate, lying and being located in the City of Richmond Hill, Bryan County, Georgia, and being shown as Parcel 11, 1.161 acres, on that certain plat entitled "A Plat of 12.217 Acres, Parcels 10 & 11, Being a Portion of a 305.61 Acres Tract, Formerly Tract "A" of Lands of InterRedec Incorporated, The City of Richmond Hill, 20th G.M.D., Bryan County, Georgia," prepared by David A. Brunson, G.R.L.S. No. 2538, dated September 26, 2008, and recorded in Plat Book 607, page 7, Bryan County, Georgia, records, said plat being incorporated herein and made a part here by this reference.

Said property being the same property conveyed from John A. Murphy & Leslie Murphy Investments, LLC to Richmond Hill Plantation North Entrance Neighborhood, Inc. by Quitclaim Deed, dated January 28, 2009, and recorded in Deed Book 844, page 443, Bryan County, Georgia, records.

EXHIBIT "B"

1132 0625 RH 1704 APR 29 2010

6000011 that certain lot, tract or parcel of land situate, lying and being located in Bryan County, Georgia, and shown as Parcel 6, 41.46 Acres, on that certain plat entitled "Portions of Tract A (Formerly Lands of Interdec, Inc.), 20th G.M.D., Bryan County, Georgia", prepared by David A. Brunson, G.R.L.S. No. 2538, dated April 1, 2004, and recorded in Plat Book 538, page 8, Bryan County, Georgia, records, said plat being incorporated herein and made a part hereof by this reference.

LESS AND EXCEPTING therefrom all that certain lot, tract or parcel of land situate, lying and being located in Bryan County, Georgia, and shown as Portion of Parcels 4 & 6, The Preserve at Sterling Creek, Phase 1, 20.435 Acres on that certain plat entitled "The Preserve at Sterling Creek, Phase One, Richmond Hill Plantation, Being Portions of Parcels 4 & 6 of "Portions Tract A" (Formerly Lands of Interdec, Inc.), 22nd G.M. District, City of Richmond Hill, Bryan County, State of Georgia", prepared by Terry Mack Coleman, G.R.L.S. No. 2486, dated April 29, 2010, and attached as Exhibit "A" to that certain Warranty Deed from Richmond Hill Development, Inc. to RH Plantation, LLC, dated April 30, 2010, and being recorded in Deed Book 926, page 37, Bryan County, Georgia, records, said Warranty Deed and said plat as attached thereto being hereby incorporated herein and made a part hereof by this reference.

EXHIBIT "C"

1132 0626

2014 APR 29 AM 8:32

BOOK 627 PAGE 17
ALL those certain lots, tracts, or parcels of land, situate, lying and being located in Bryan County, Georgia, and shown as Lots 1, 3, 14, 15, 38, and 47, The Preserve at Sterling Creek on that certain plat entitled "A Final Plat of The Preserve at Sterling Creek, Phase One, of the Richmond Hill Plantation, 22nd G.M. District, City of Richmond Hill, Bryan County, State of Georgia", prepared by Terry Mack Coleman, G.R.L.S. No. 2486, dated March 9, 2010, and recorded in Plat Book 627, pages 1-3, Bryan County, Georgia, records, said plat being incorporated herein and made a part hereof by this reference.

ALL those certain lots, tracts, or parcels of land situate, lying and being located in Bryan County, Georgia, and shown as Lots 6, 16, and 17 on that certain plat entitled "The Retreat at Richmond Hill Plantation, A Major Subdivision of Parcel 5, Richmond Hill Plantation. A "Revision" to Parcels 5 & 10, Richmond Hill Plantation, A Subdivision of a Portion of Parcel 4, Parcel 5, and Parcel 10, Being a Portion of Tract A of Former Lands of Interdec Incorporated, 22 G.M. District, City of Richmond Hill, Bryan County, State of Georgia", prepared by Joseph A. Hale, Jr., G.R.L.S. No. 2886, dated November 25, 2013, and recorded in Plat Book 652, page 2, Bryan County, Georgia, records, said plat being incorporated herein and made a part hereof by this reference.

EXHIBIT "D"

1132 0627

2014 APR 29 AM 8:32

ALL those certain lots, tracts, or parcels of land, situate, lying and being located in Bryan County, Georgia, and shown as Lots 2, 4-6, 13, 17, 24, 37, 41, 45, 46, The Preserve at Sterling Creek on that certain plat entitled "A Final Plat of The Preserve at Sterling Creek, Phase One, of the Richmond Hill Plantation, 22nd G.M. District, City of Richmond Hill, Bryan County, State of Georgia", prepared by Terry Mack Coleman, G.R.L.S. No. 2486, dated March 9, 2010, and recorded in Plat Book 627, pages 1-3, Bryan County, Georgia, records, said plat being incorporated herein and made a part hereof by this reference.

ALL those certain lots, tracts, or parcels of land situate, lying and being located in Bryan County, Georgia, and shown as Lots 4 and 18 on that certain plat entitled "The Retreat at Richmond Hill Plantation, A Major Subdivision of Parcel 5, Richmond Hill Plantation. A "Revision" to Parcels 5 & 10, Richmond Hill Plantation, A Subdivision of a Portion of Parcel 4, Parcel 5, and Parcel 10, Being a Portion of Tract A of Former Lands of Interdec Incorporated, 22 G.M. District, City of Richmond Hill, Bryan County, State of Georgia", prepared by Joseph A. Hale, Jr., G.R.L.S. No. 2886, dated November 25, 2013, and recorded in Plat Book 652, page 2, Bryan County, Georgia, records, said plat being incorporated herein and made a part hereof by this reference.

EXHIBIT "E"

1132 0628

Dixon Lots
2014 APR 29 AM 8:32

ALL those certain lots, tracts, or parcels of land situate, lying and being located in Bryan County, Georgia, and shown as Lots 3, 5, 7-14, 19-32 10, 11, 15-17, 19, 21, 24-26, 30, and 31 on that certain plat entitled "The Retreat at Richmond Hill Plantation, A Major Subdivision of Parcel 5, Richmond Hill Plantation. A "Revision" to Parcels 5 & 10, Richmond Hill Plantation, A Subdivision of a Portion of Parcel 4, Parcel 5, and Parcel 10, Being a Portion of Tract A of Former Lands of Interdec Incorporated, 22 G.M. District, City of Richmond Hill, Bryan County, State of Georgia", prepared by Joseph A. Hale, Jr., G.R.L.S. No. 2886, dated November 25, 2013, and recorded in Plat Book 652, page 2, Bryan County, Georgia, records, said plat being incorporated herein and made a part hereof by this reference.

EXHIBIT "F"

1132 0629

2014 APR 29 AM 8:32

BOOK ALL those certain lots, tracts, or parcels of land situate, lying and being located in Bryan County, Georgia, and shown as Lots 1, 2, and 15 on that certain plat entitled "The Retreat at Richmond Hill Plantation, A Major Subdivision of Parcel 5, Richmond Hill Plantation. A "Revision" to Parcels 5 & 10, Richmond Hill Plantation, A Subdivision of a Portion of Parcel 4, Parcel 5, and Parcel 10, Being a Portion of Tract A of Former Lands of Interreddec Incorporated, 22 G.M. District, City of Richmond Hill, Bryan County, State of Georgia", prepared by Joseph A. Hale, Jr., G.R.L.S. No. 2886, dated November 25, 2013, and recorded in Plat Book 652, page 2, Bryan County, Georgia, records, said plat being incorporated herein and made a part hereof by this reference.

LENDER CONSENT AGREEMENT

WHEREAS, ^{11 32 0630} First Chatham Bank ("Lender") ^{2011 APR 29 11 30 AM} holds the following:

1. ^{BOOK 782} Commercial Real Estate Deed to Secure Debt from Richmond Hill Development, Inc. to First Chatham Bank, dated February 12, 2008, and recorded in Deed Book 782, page 208, Bryan County, Georgia, records.
2. Commercial Real Estate Deed to Secure Debt from Jerry C. Wardlaw Construction, Inc. to First Chatham Bank, dated April 10, 2012, and recorded in Deed Book 1048, page 725, Bryan County, Georgia, records.
3. Commercial Construction Real Estate Deed to Secure Debt from JG Dixon Properties, LLC to First Chatham Bank, dated July 3, 2012, and recorded in Deed Book 1059, page 409, Bryan County, Georgia, records.

(collectively, the "Security Deeds"); and

WHEREAS, the Security Deeds encumber real property located in Bryan County, Georgia, as more particularly described therein; and


WHEREAS, the foregoing Recreational Covenant Regarding Amenity Center Fees For Richmond Hill Plantation North Entrance Neighborhood (the "Covenant") also affects the real property encumbered by the Security Deeds; and

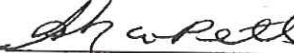
WHEREAS, Lender desires to confirm that the foreclosure of any of the Security Deeds will not terminate the Covenant with regards to any real property subject to the Covenant;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby consents to the Covenant and agrees that the foreclosure of any of the Security Deeds, or of any other security deeds affecting the real property subject to the Covenant of which Lender is the holder but which are not identified specifically herein, will not terminate the Covenant with regards to any real property subject to the Covenant. This Lender Consent Agreement shall be binding upon the Lender, and its respective successors and assigns.

IN WITNESS WHEREOF, the authorized representatives of the Lender have executed this Lender Consent Agreement under seal the day and year written above.

BOOK# _____ PAGE# _____
Signed, sealed and delivered in the presence of:
CLERK OF SUPERIOR COURT
BRANTLEY COUNTY, GA
RECEIVED _____


Unofficial Witness


Notary Public

SHARON PETTY
Notary Public, Chatham County, GA
My Commission Expires July 22, 2016

LENDER:

FIRST CHATHAM BANK

By: 

Its: EVP

[SEAL]

[NOTARIAL SEAL]

NP

1132 0632 LENDER'S CONSENT AGREEMENT

BOOK# WHEREAS, 12th Street Investors, LLC ("Lender") is the holder of the following:
CLERK OF SUPERIOR COURT
BRYAN COUNTY, GA
RECORDED

1. Deed to Secure Debt and Security Agreement from Synergy Designer Homes, Inc. to 12th Street Investors, LLC, dated October 24, 2013, and recorded in Deed Book 1117, page 225, Bryan County, Georgia, records.
2. Deed to Secure Debt and Security Agreement from Synergy Designer Homes, Inc. to 12th Street Investors, LLC, dated October 24, 2013, and recorded in Deed Book 1117, page 234, Bryan County, Georgia, records.
3. Deed to Secure Debt and Security Agreement from Synergy Designer Homes, Inc. to 12th Street Investors, LLC, dated October 24, 2013, and recorded in Deed Book 1117, page 251, Bryan County, Georgia, records.
4. Deed to Secure Debt and Security Agreement from Synergy Designer Homes, Inc. to 12th Street Investors, LLC, dated October 24, 2013, and recorded in Deed Book 1117, page 260, Bryan County, Georgia, records.
5. Deed to Secure Debt and Security Agreement from Synergy Designer Homes, Inc. to 12th Street Investors, LLC, dated January 29, 2014, and recorded in Deed Book 1125, page 18, Bryan County, Georgia, records.

(collectively, the "Security Deeds"); and

WHEREAS, the Security Deeds encumber real property located in Bryan County, Georgia, as more particularly described therein; and

WHEREAS, the foregoing Recreational Covenant Regarding Amenity Center Fees For Richmond Hill Plantation North Entrance Neighborhood (the "Covenant") also affects the real property encumbered by the Security Deeds; and

WHEREAS, Lender desires to confirm that the foreclosure of any of the Security Deeds will not terminate the Covenant with regards to any real property subject to the Covenant;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby consents to the Covenant and agrees that the foreclosure of any of the Security Deeds, or of any other security deeds affecting the real property subject to the Covenant of which Lender is the holder but which are not identified specifically herein, will not terminate the Covenant with regards to any real property subject to the Covenant. This Lender Consent Agreement shall be binding upon the Lender, and its respective successors and assigns.

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2014 APR 29 AM 8:32

IN WITNESS WHEREOF, the authorized representatives of Lender have executed this Lender Consent Agreement under seal this day and year written above.

Signed, sealed and delivered
in the presence of:

Carolyn M. Lintok
Unofficial Witness

Lisa M. Fontaine
Notary Public

My Commission Expires:
3/28/15

LENDER:

12th STREET INVESTORS, LLC, a
Georgia limited liability company

By: J. K. Hahn

Its: Manager

[NOTARIAL SEAL]

