



Doc ID: 009670350004 Type: COVE  
Recorded: 06/16/2015 at 10:00:00 AM  
Fee Amt: \$22.00 Page 1 of 4  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court

BK **4329** PG **292-295**

Return to:  
JW Homes, LLC  
Legal Department  
4125 Atlanta Road  
Smyrna, GA 30080

**CROSS-REFERENCE:**  
Deed Book 3336, Page 79  
Deed Book 3973, Page 717  
Deed Book 4288, Page 103  
Fayette County, GA

**SUPPLEMENTARY DECLARATION TO DECLARATION OF PROTECTIVE COVENANTS  
AND EASEMENTS FOR RIVER CREST**

This Supplementary Declaration to Declaration of Protective Covenants and Easements for River Crest (“Supplementary Declaration”) is made this 10<sup>th</sup> day of June, 2015, by JW Homes, LLC, a Delaware limited liability company (hereinafter referred to as “Declarant”).

**BACKGROUND STATEMENT**

A. John Wieland Homes and Neighborhoods, Inc. (“JWHN”) executed that certain Declaration of Protective Covenants and Easements for River Crest, which was recorded on December 19, 2007, in Deed Book 3336, Page 79, Fayette County, Georgia records (hereinafter as supplemented and/or amended from time to time the “Declaration”).

B. JWHN assigned all of its rights, title and interest as Declarant under and pursuant to the Declaration to JW Land Investment, LLC (incorrectly identified as JW Land Investments, LLC) per the terms of that certain Assignment of Declarant’s Rights, which was recorded on November 19, 2012 in Deed Book 3973, Page 717, Fayette County, Georgia records.

C. JW Land Investments, LLC assigned all its rights, title and interest as Declarant under and pursuant to the Declaration to Declarant per the terms of that certain Assignment of Declarant’s Rights, which was recorded on March 6, 2015 in Deed Book 4288, Page 103, Fayette County, Georgia records.

D. The Declaration provides in Article IX, Section 1, thereof that the Declarant, with the consent of the owner thereof, has the unilateral right, until 15 years after the recording of the Declaration, to submit to the provisions of the Declaration portions of the real property described on Exhibit “C” to the Declaration.

E. Declarant is the owner of the real property described on Exhibit “A” hereof, which is a portion of the real property described on Exhibit “C” to the Declaration. Declarant desires to subject to the provisions of the Declaration the real property described on Exhibit “A” hereof.

WITNESSETH:

NOW THEREFORE, pursuant to the powers retained by Declarant under Article IX, Section 1 of the Declaration, and in accordance with the provisions of that section, Declarant hereby subjects all of those tracts or parcels described on Exhibit "A" attached hereto to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of the Declaration, all of which shall run with the title of such property and shall be binding upon all persons having any right, title or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns.

IN WITNESS WHEREOF, the undersigned, on behalf of the Declarant, has executed this Supplementary Declaration and affixed the corporate seal as of the day and year first written above.

Signed, sealed and delivered in the presence of:

JW Homes, LLC, a Delaware limited liability company

Valerie Hodso

By: Joel S. Reed

Witness

Joel S. Reed, Senior Vice President

Jennifer Bojdak

Notary Public

[SEAL]

My commission expires:

[NOTARIAL SEAL]



CONSENT OF LENDER

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (collectively with its successors or assigns, "Lender"), for its benefit and the benefit of the Lender Parties, as defined in that certain Credit Agreement dated as of January 28, 2014 by and among JW Homes, LLC ("Borrower"), Lender, and the financial institutions party thereto and their assignees under Section 13.6 therein, is the holder of that certain Deed to Secure Debt with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (hereinafter, the "Security Deed") encumbering all or a portion of the property described in this document.

Lender hereby consents to the execution and recording of the document to which this is attached, and agrees that any foreclosure of the security title and interest under the Security Deed or any other instrument evidencing or securing Lender's interest shall be subject and subordinate to this document and any amendments thereto as it affects the Property.

Effective as of June 10, 2015.

LENDER:  
WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By: [Signature]  
Name: \_\_\_\_\_  
Title: Jerrica Hicks  
Assistant Vice President

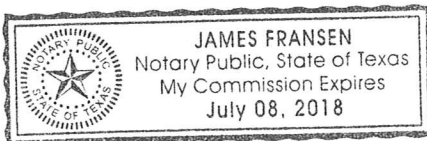
Signed, sealed, and delivered  
in the presence of:

[Signature]  
WITNESS

[Signature]  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]



**EXHIBIT "A"**

**Description of Property Annexed**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 114 of the 7<sup>th</sup> District, Fayette County, Georgia, containing approximately 18.05 acres, as shown on that certain Final Plat for River Crest Phase V, dated March 30, 2015 and recorded on June 5, 2015 in Plat Book 48, Page 52, of the Fayette County, Georgia land records.