

Type: GEORGIA LAND RECORDS  
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Houston County Georgia  
Carolyn V. Sullivan Clerk Superior

Participant ID: 5959440500

## BK 10531 PG 576 - 589

Upon recording return to:  
Rachel E. Conrad  
Dorough & Dorough, LLC  
Attorneys At Law  
160 Clairemont Avenue, Suite 650  
Decatur, Georgia 30030  
(404) 687-9977

Cross Reference: Deed Book:	10060
Page:	163
Deed Book:	10060
Page:	138
Deed Book:	9573
Page:	337

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### COST SHARING AGREEMENT

THIS COST SHARING AGREEMENT (hereinafter referred to as the "Agreement"), is made and entered into on the 29<sup>th</sup> day of August, 2024, by and between **THE PLANTER'S RIDGE HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as the "Association") and **DRP BOOKBINDER MULTISTATE, LLC**, a Delaware limited liability company (hereinafter referred to as "DRP") (the Association and DRP are hereinafter sometimes referred to individually as "Party" or collectively as "Parties").

### WITNESSETH

**WHEREAS**, certain real property in Land Lots 212, 213 and 214 of the 10th District, Houston County, Georgia is subject to the provisions of: (a) that certain Declaration of Covenants, Conditions, and Restrictions for Planter's Ridge Section 1, recorded February 11, 2022 in Deed Book 9573, Pages 337-359, Houston County, Georgia land records (hereinafter, as amended and/or supplemented, the "Section 1 Declaration"); (b) that certain Declaration of Covenants, Conditions, and Restrictions for The Fields at Planter's Ridge, recorded April 26, 2023 in Deed Book 10060, Pages 138-162, Houston County, Georgia land records (hereinafter, as amended and/or supplemented, the "Fields Declaration"); and (c) The Banks at Planter's Ridge Section 3, Phase 1, recorded April 26, 2023 in Deed Book 10060, Page 163, *et seq.*, Houston County, Georgia land records (hereinafter, as amended and/or supplemented, the "Banks Declaration") (the Section 1 Declaration, Fields Declaration and Banks Declaration are hereinafter collectively referred to as the "Planter's Ridge Declaration") (the property encumbered by the Section 1 Declaration, Fields Declaration and Banks Declaration, as described on the respective Exhibit "A's" attached thereto, are hereinafter collectively referred to as "Planter's Ridge"); and

**WHEREAS**, the Association is a nonprofit corporation established to be the mandatory membership homeowners association described in the Planter's Ridge Declaration to have the power and authority set forth therein and the obligation to administer Planter's Ridge; and

**WHEREAS**, the Association is the owner of certain real property located in Land Lot 213 of the 10th District, Houston County, Georgia, being identified as "Amenity Lot" on that certain Final Plat of The Banks at Planter's Ridge, Section 3, Phase 1-B, recorded at Plat Book 84, page 130, Houston County, Georgia land records, which property is subject to the provisions of the Banks Declaration (the "Amenity Lot"); and

**WHEREAS**, the Amenity Lot contains a splash pad, playground, clubhouse, appurtenant landscaping, parking facilities and other structures and improvements ("collectively, the "Recreational Amenities"); and

**WHEREAS**, DRP is the owner of certain real property located in Land Lot 213 of the 10th District, Houston County, Georgia, as the same is more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter, the "DRP Property"); and

**WHEREAS**, the DRP Property will be developed into a residential subdivision consisting of approximately four hundred and eight (408) single family detached homes (said single family detached homes are individually referred to as a "Lot" and collectively as "Lots"); and

**WHEREAS**, the DRP Property, including, without limitation, the Lots, will be subject to a declaration of protective covenants, conditions, restrictions and easements (the "Residential Declaration"), which will be governed by a mandatory membership homeowners association (the "Residential Association"); and

**WHEREAS**, the DRP Property has the right to use and enjoy the Recreational Amenities pursuant to that certain Declaration of Easement and Grant of Use rights, recorded contemporaneously herewith in the Houston County, Georgia land records; and

**WHEREAS**, the Parties desire to create certain cost sharing obligations regarding the operation and maintenance of the Recreational Amenities; and

**WHEREAS**, the Parties wish to provide for the continued maintenance of the Recreational Amenities and the easement areas so established;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the sum of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency whereof are hereby acknowledged, the Parties hereby agree upon the following terms and conditions:

1. Maintenance of Recreational Amenities. The Association shall maintain, operate, repair, replace and insure the Amenity Lot and the Recreational Amenities located thereon in

accordance with the Planter's Ridge Declaration and in a good, clean and safe condition in a manner consistent with similarly situated residential communities in Houston County, Georgia.

In the event that DRP determines that the Association has failed or refused to discharge properly any of the Association's obligations with regard to the maintenance, repair or replacement of the Amenity Lot and the Recreational Amenities, DRP shall, except in an emergency situation, give the Association written notice of DRP's intent to provide such maintenance, repair or replacement. The notice shall set forth with reasonable particularity the maintenance, repair or replacement to be performed. The Association shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable period of time. If the Association does not comply with the provisions hereof, DRP may undertake such maintenance, repair or replacement to the Amenity Lot and the Recreational Amenities and the costs thereof shall be shared pro-rata as provided in Section 4 hereof.

In the event that the Association fails to reimburse DRP for maintenance expenses provided above within fifteen (15) days from the date of receipt of an invoice for the expenses incurred, the Association shall incur a late charge (in an amount equal to the greater of Ten and No/100 Dollars (\$10.00) or ten percent (10%) of the amount of the assessment or installment not paid when due) and interest (at a rate of ten percent (10%) per annum on the principal amount due). As provided in O.C.G.A. Section 44-5-60(e), the obligation for the payment of fees arising under this Section 1 shall include costs of collection, including, without limitation, reasonable attorney's fees actually incurred, and the award of attorneys' fees shall not be construed in accordance with the provisions of O.C.G.A. Section 13-1-11(a)(2).

In the event that the Association fails to reimburse DRP for maintenance expenses provided above within (60) days of receipt of an invoice for the expenses incurred, DRP may institute suit to collect such amounts and/or to foreclose its lien. DRP may file a claim of lien with the Office of the Clerk of Superior Court of Houston County, Georgia, but no such claim of lien shall be required to establish or perfect the lien for such unpaid expenses. The lien provided for in this Agreement shall be in favor of DRP and shall be for the benefit of all owners of Lots in the DRP Property. DRP shall have the power to bid on the Amenity Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

In the event the Parties do not agree as to what constitutes required or necessary maintenance, repairs or replacement to the Recreational Amenities or Amenity Lot, they hereby agree and consent to the dispute resolution procedures contained in Section 9 of this Agreement.

## 2. Recreational Amenities Budget.

(a) General. The Association shall prepare a budget covering the estimated costs of operating and maintaining the Amenity Lot and appurtenant Recreational Amenities for each year (the "Recreational Amenities Budget"). The Association shall deliver to DRP a copy of the Recreational Amenities Budget on or before November 15 of each calendar year, or such other

date as may be mutually agreed upon by the board of directors of the Association and DRP. The Recreational Amenities Budget shall include any sums the Association determines necessary for the continued ownership, operation, maintenance, repair and replacement of the Recreational Amenities and may include the following: (i) costs to maintain real and personal property; (ii) payment of taxes for real and personal property; (iii) payment for any items of betterment; (iv) payment for the cost of insurance as provided herein; (v) the establishment of reserve funds as the Association, in its reasonable discretion, shall deem proper; and (vi) costs to provide landscaping to the Amenity Lot and Recreational Amenities.

(b) Adoption of Budget. The Recreational Amenities Budget and the Recreational Amenities Assessment (as defined below) shall become effective unless disapproved by: (i) a majority of the owners of all Lots in Planter's Ridge; (ii) a majority of the owners of Lots in the DRP Property; and (iii) DRP so long as it owns any portion of the DRP Property; provided, however, any vote to disapprove the Recreational Amenities Budget must occur on or before December 31 of the year prior to the year for which said Recreational Amenities Budget is to be effective. Notwithstanding the foregoing, in the event the owners disapprove the proposed Recreational Amenities Budget or the Association fails for any reason to determine the Recreational Amenities Budget for any period, then and until such time as a Recreational Amenities Budget has been determined, as provided herein, the Recreational Amenities Budget in effect shall continue.

3. Recreational Amenities Assessment. The costs for the maintenance, operation, repair and replacement of the Recreational Amenities and the Amenity Lot, as set forth in the Recreational Amenities Budget, shall be shared by the Association and DRP as provided herein ("Recreational Amenities Assessment").

(a) Calculation and Payment of Recreational Amenities Assessment. The Recreational Amenities Assessment to be paid by DRP is a portion of the Recreational Amenities Budget, which shall be calculated by dividing the number of Lots in the DRP Property which have been improved with a dwelling for which a certificate of occupancy has been issued and conveyed to an owner for occupancy and/or residency, or, if the dwelling is occupied before such conveyance, the date of occupancy ("Improved DRP Lot") by the number of Improved DRP Lots and the number of Lots (as such term is defined in the Planter's Ridge Declaration) in Planter's Ridge which have been improved with a dwelling for which a certificate of occupancy has been issued and conveyed to an owner for occupancy and/or residency, or, if the dwelling is occupied before such conveyance, the date of occupancy ("Improved Planter's Ridge Lot").

For avoidance of doubt, any Lot in Planter's Ridge which is not an Improved Planter's Ridge Lot and any Lot in the DRP Property which is not an Improved DRP Lot shall not be subject to the Recreational Amenities Assessment as provided herein and shall not be included in the calculation set forth above.

In addition to the foregoing, any Improved DRP Lot or Improved Planter's Ridge Lot which is used as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to the Recreational Amenities

Assessment provided for herein so long as such Improved DRP Lot or Improved Planter's Ridge Lot is used as a model home.

Notwithstanding the foregoing, in the event that any maintenance, repair or replacement to the Amenity Lot or the Recreational Amenities located thereon is caused by the willful or negligent act of the Association, DRP, or their respective members, successors, assigns, employees, representatives, agents, occupants, guests or invitees, then such maintenance, repair or replacement shall be made at the sole cost and expense of the responsible party.

(b) Payment of Recreational Amenities Assessment. The Recreational Amenities Assessment applicable to the DRP Property shall be paid by DRP to the Association on or before April 15 each year, or such other date as may be mutually agreed upon by the board of directors of the Association and DRP.

4. Special Recreational Amenities Assessment. In the event that there are expenses associated with the operation and maintenance of the Recreational Amenities not contemplated by the Recreational Amenities Budget or in the event of a Recreational Amenities Budget deficit, the Association shall have the authority to levy a special assessment for such unanticipated expenses or budget deficit ("Special Recreational Amenities Assessment") against Improved DRP Lots and Improved Planter's Ridge Lots; provided, however, any Special Recreational Amenities Assessment must be approved by: (a) owners of two-thirds of the Improved Planter's Ridge Lots; (b) owners of two-thirds of the DRP Improved Lots; and (c) DRP, so long as it owns any portion of the DRP Property.

Any Special Recreational Amenities Assessment levied pursuant to this Section 4 shall be due at such time and payable on such terms as reasonably determined by the Association. Owners of Improved Planter's Ridge Lots shall pay their pro-rata share of any Special Recreational Amenities Assessment to the Association and owners of Improved DRP Lots shall pay their pro-rata share of any Special Recreational Amenities Assessment to DRP.

5. Insurance. The Association shall have the authority to and shall obtain insurance for the Amenity Lot and the Recreational Amenities. Said insurance shall cover loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from such hazard. Additionally, the Association shall obtain a public liability policy applicable to the Amenity Lot and the Recreational Amenities. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00) and shall name DRP as an additional insured. Policies may contain a reasonable deductible as determined by the Association. Premiums for all insurance shall be included in the Recreational Amenities Budget and the Recreational Amenities Assessment, respectively. Proof of insurance obtained by the Association as provided herein shall be provided to DRP within ten (10) days of such request. In the event the Association does not obtain the insurance policies required herein, DRP may obtain said insurance policies and bill the Association for said costs and expenses accordingly.

6. Rules and Regulations. The Board of Directors of the Association shall have the right, power and authority to promulgate, modify or delete rules and regulations applicable to the use and enjoyment of the Recreational Amenities as authorized under the Planter's Ridge Declaration; provided, however, no rule or regulation enacted by the Association shall have the effect or impact of or be construed as treating owners of Lots in the DRP Property different from owners of Lots in Planter's Ridge; and provided, further, no action shall be taken by the Association which shall impair any easement rights to use and enjoy the Recreational Amenities. Any rules and regulations adopted by the Association governing the Recreational Amenities shall be distributed to all owners of Lots in Planter's Ridge and all owners of Lots in the DRP Property via First Class U.S. mail, electronic mail, or personal delivery prior to the date that they are to become effective and shall thereafter be binding upon all owners and occupants unless overturned by: (i) a majority of the owners of all Lots in Planter's Ridge; (ii) a majority of the owners of Lots in the DRP Property; and (iii) DRP so long as it owns any portion of the DRP Property.

Notwithstanding the foregoing, any rules and regulations pertaining to the Recreational Amenities in effect prior to execution of this Agreement shall remain in full force and effect, and shall be binding on all owners and occupants in Planter's Ridge and owners and occupants in the DRP Property, including their guests, family members, and invitees.

7. Assignment of Rights of DRP to Residential Association. Any and all rights and obligations of DRP arising under this Agreement shall automatically be assigned to the Residential Association upon the creation of the first Improved DRP Lot in the DRP Property. After the construction of the first Improved DRP Lot, the board of directors of the Residential Association shall have all right, power and authority of DRP under this Agreement and this Agreement shall then be read and interpreted, where applicable, as if any reference to the authority of or action by DRP is a reference to the authority of or action by the board of directors of the Residential Association.

8. Default. A Party shall be deemed to be in default of this Agreement if it fails or refuses to comply with the terms and conditions set forth herein for any reason. In the event of a default ("Event of Default"), the non-defaulting Party shall give the defaulting Party a notice of default that shall describe the condition causing the Event of Default in detail. The defaulting Party shall then have thirty (30) days from the receipt of notice under this Agreement, to cure the condition causing the Event of Default. If the defaulting Party fails to cure the Event of Default within such time period, the non-defaulting Party may, in its discretion, invoke the dispute resolution procedures set forth below.

9. Dispute Resolution Procedures. The Parties agree first to attempt to resolve disputes arising out of this Agreement through mediation in lieu of initially filing suit in a court of law. For any claim arising out of the terms of this Agreement, other than any action taken to obtain temporary emergency relief or any action arising out of the collection of the Recreational Amenities Assessment or a Special Recreational Amenities Assessment, the complaining Party shall provide the other Party with written notice of the claim and the basis for the claim. If the Parties are unable by themselves to resolve the dispute within ten (10) days after receipt of the

written notice, then upon the written request of any Party to the dispute, made within ten (10) days after the end of the 10-day period of private resolution, the disputing Parties, in good faith, shall attempt to resolve the dispute through an independent mediation agency in the State of Georgia. If any Party to the dispute requests mediation, the dispute shall be submitted to mediation within thirty (30) days of such request. If mediation is commenced, but the dispute is not resolved within thirty (30) days after submission of the matter to the mediation process, or such longer time as may be mutually agreed upon by each Party to the dispute, the mediation shall terminate and the Parties may pursue any and all available legal and equitable remedies, including, but not limited to, specific performance or termination of the Agreement.

10. Notice. Each notice or document (collectively referred to in this Section as "Notice") required or permitted to be given hereunder must comply with the requirements of this Section. Each such Notice shall be in writing and shall be delivered either by personally delivering it (including confirmed facsimile, electronic mail, Federal Express or commercial courier service) or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate Party (and marked to a particular individual's attention). Such Notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such Notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt of the Notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept the Notice shall be deemed to be receipt of the Notice. In addition, the inability of the United States Postal Service to deliver the Notice because of a change of address of the Party of which no Notice was given to the other Party as provided below shall be deemed to be the receipt of the Notice sent. The initial address of each Party shall be the office of their respective registered agent as on file with the Secretary of State of the State of Georgia. The address for receipt of Notice may be changed by any Party by designating the change of address to the other Parties in writing.

11. Amendment. This Agreement may be amended by: (a) the affirmative vote, written consent or any combination thereof of members of the Association holding two-thirds (2/3) of the total eligible vote thereof; (b) the affirmative vote or written consent or any combination thereof of members of the Residential Association holding at least two-thirds (2/3) of the total eligible vote thereof; and (c) DRP, so long as it owns any portion of the DRP Property.

The execution of an amendment by the president and secretary of the respective association containing the affidavit by the secretary of such association that the amendment was properly approved shall be prima facie evidence of the approval by the requisite number of members within the respective association. Amendments to this Agreement shall become effective upon the filing for record in the Office of the Clerk of Superior Court of Houston County, Georgia unless a later effective date is specified therein.

12. Compliance With Governmental Authority. Each of the Parties agrees to comply with all laws, ordinances, statutes, rules and regulations of any governmental authority relating to the use, condition, or maintenance of the property described herein, and in the event that any

expense related to the maintenance, repair, replacement, operation or ownership of the Recreational Amenities is required to affect such compliance, such expense shall be considered a general maintenance expense for which the cost shall be shared equally between the Preserve Association and the Overlook Association as provided herein.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Agreement to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are declared to be severable.

14. Perpetual Nature of Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors, heirs, grantees, assigns and successors in title. All of the rights and privileges set forth herein shall be appurtenant to and shall run with the title to Planter's Ridge and DRP Property perpetually and are not covenants restricting land to certain uses. Any conveyance of all or any portion of property in Planter's Ridge or the DRP Property shall also convey the rights, privileges, duties and obligations contained in this Agreement regardless of whether specific mention is made of this Agreement and regardless of whether a specific conveyance is made of, or subject to, the rights, privileges, duties and obligations herein.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the date first above written.

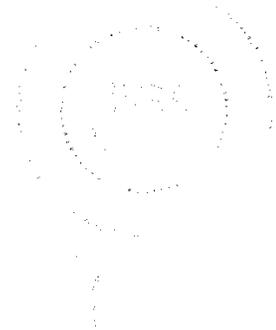
ASSOCIATION: **PLANTER'S RIDGE HOMEOWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation

By: MSB  
Print Name: Mark Byn  
Title: President  
Attest: [Signature]  
Print Name: Dylan Wingate  
Title: Secretary

Signed, sealed, and delivered in the presence of:

[Signature]  
WITNESS  
[Signature]  
NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_

[CORPORATE SEAL]



[AFFIX NOTARY SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
Unofficial Witness

*Josephine G. Cimino*  
Notary Public

My Commission Expires:  
7-5-2028

[AFFIX NOTARIAL SEAL]

JOSEPHINE G CIMINO  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01CF0026551  
Qualified in Nassau County  
My Commission Expires 7-5-2028

**DRP BOOKBINDER MULTISTATE, LLC,**  
a Delaware limited liability company

By: DRP Bookbinder Holdco, LLC  
Its: Sole Member

By: DW General Partner, LLC  
Its: Manager

By: *Houdin Honarvar*  
Name: Houdin Honarvar  
Its: Authorized Signatory

EXHIBIT "A"  
DRP Property

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOTS 214, 213, & 212 OF THE 10TH/ DISTRICT OF HOUSTON COUNTY, GEORGIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**TRACT 1**

**BEGINNING** AT A 5/8" REBAR FOUND AT THE LAND LOT CORNER COMMON TO LAND LOTS 214, 213, 235, AND 236; THENCE ALONG THE LAND LOT LINE COMMON TO LAND LOTS 213 & 236 S 01° 03' 26" W, A DISTANCE OF 2371.67 FEET TO A POINT; THENCE LEAVING SAID LAND LOT LINE N 67° 34' 49" W, A DISTANCE OF 1397.76 FEET TO A POINT; THENCE N 29° 11' 26" E, A DISTANCE OF 28.58 FEET TO A POINT; THENCE S 76° 20' 39" E, A DISTANCE OF 109.50 FEET TO A POINT; THENCE N 27° 23' 40" E, A DISTANCE OF 204.39 FEET TO A POINT ALONG THE SOUTHERLY RIGHT-OF-WAY OF OLD HOLLOW WAY (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY N 17° 06' 53" E, A DISTANCE OF 61.06 FEET TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY OF OLD HOLLOW WAY; THENCE LEAVING SAID RIGHT-OF-WAY N 28° 13' 04" E, A DISTANCE OF 140.00 FEET TO A POINT; THENCE N 58° 09' 10" W, A DISTANCE OF 79.77 FEET TO A POINT; THENCE N 53° 03' 25" W, A DISTANCE OF 83.85 FEET TO A POINT; THENCE N 55° 04' 44" W, A DISTANCE OF 99.18 FEET TO A POINT; THENCE N 66° 23' 40" W, A DISTANCE OF 110.49 FEET TO A POINT; THENCE N 79° 12' 24" W, A DISTANCE OF 110.49 FEET TO A POINT; THENCE S 87° 58' 51" W, A DISTANCE OF 110.49 FEET TO A POINT; THENCE S 73° 43' 30" W, A DISTANCE OF 95.27 FEET TO A POINT; THENCE N 13° 07' 03" E, A DISTANCE OF 368.63 FEET TO A POINT; THENCE N 25° 44' 55" W, A DISTANCE OF 54.24 FEET TO A POINT; THENCE N 48° 48' 58" W, A DISTANCE OF 67.56 FEET TO A POINT; THENCE N 78° 43' 59" W, A DISTANCE OF 81.93 FEET TO A POINT; THENCE S 88° 02' 27" W, A DISTANCE OF 61.36 FEET TO A POINT; THENCE S 88° 02' 27" W, A DISTANCE OF 26.08 FEET TO A POINT; THENCE N 28° 27' 18" W, A DISTANCE OF 5.73 FEET TO A POINT; THENCE N 34° 59' 53" E, A DISTANCE OF 118.22 FEET TO A POINT; THENCE N 45° 33' 35" W, A DISTANCE OF 129.58 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 28.63 FEET (SAID ARC HAVING A RADIUS OF 263.45 FEET AND BEING SUBTENDED BY A CHORD BEARING N 40° 52' 26" E, WITH A CHORD DISTANCE OF 28.62 FEET) TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 76.52 FEET (SAID ARC HAVING A RADIUS OF 50.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 81° 09' 10" E, WITH A CHORD DISTANCE OF 69.27 FEET) TO A POINT ALONG THE SOUTHERLY RIGHT-OF-WAY OF ROLLING MEADOW WAY (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY N 29° 07' 31" E, A DISTANCE OF 60.32 FEET TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY OF ROLLING MEADOW WAY; THENCE LEAVING SAID RIGHT-OF-WAY N 34° 59' 53" E, A DISTANCE OF 130.00 FEET TO A POINT; THENCE N 55° 00' 07" W, A DISTANCE OF 75.29 FEET TO A POINT; THENCE N 55° 00' 07" W, A DISTANCE OF 145.25 FEET TO A POINT; THENCE S 60° 11' 07" W, A DISTANCE OF 57.88 FEET TO A POINT; THENCE S 60° 11' 07" W, A DISTANCE OF 59.29 FEET TO A POINT; THENCE S 37° 24' 22" W, A DISTANCE OF 20.76 FEET TO A POINT; THENCE N 54° 11' 06" W, A DISTANCE OF 132.74 FEET TO A POINT ALONG THE EASTERLY RIGHT-OF-WAY OF FIELD VIEW LANE (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY N 28° 31' 22" W, A DISTANCE OF 65.27 FEET TO A POINT ALONG THE WESTERLY RIGHT-OF-WAY OF FIELD VIEW LANE; THENCE LEAVING SAID RIGHT-OF-WAY N 48° 17' 01" W, A DISTANCE OF 134.04 FEET TO A POINT; THENCE N 45° 20' 19" E, A DISTANCE OF 39.03 FEET TO A POINT; THENCE N 58° 57' 01" E, A DISTANCE OF 224.60 FEET TO A POINT; THENCE N 60° 03' 35" E, A DISTANCE OF 191.33 FEET TO A POINT; THENCE N 51° 20' 45" E, A DISTANCE OF 233.37 FEET TO A POINT; THENCE N 37° 06' 04" E, A DISTANCE OF 248.25 FEET TO A POINT; THENCE S 62° 19' 16" E, A DISTANCE OF 333.15 FEET TO A POINT; THENCE S 68° 05' 43" E, A DISTANCE OF 666.49 FEET TO A POINT ALONG THE LAND LOT LINE COMMON TO LAND LOTS 214 & 213; THENCE ALONG SAID LAND LOT LINE S 88° 45' 04" E, A DISTANCE OF 562.47 FEET TO THE

**POINT OF BEGINNING.**

**LESS AND EXCEPT:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 213 OF THE 10<sup>TH</sup> DISTRICT OF HOUSTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS ALL RIGHTS OF WAY IN THE BANKS AT PLANTER'S RIDGE, SECTION 3, PHASE 2 AS SHOWN ON THAT CERTAIN FINAL PLAT OF THE BANKS AT PLANTER'S RIDGE, SECTION 3, PHASE 2, DATED JUNE 17, 2024, FILED FOR RECORD JULY 24, 2024, RECORDED IN PLAT BOOK 85, PAGE 31, HOUSTON COUNTY, GEORGIA RECORDS.

**FURTHER LESS AND EXCEPT:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 213 OF THE 10<sup>TH</sup> DISTRICT OF HOUSTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS ALL RIGHTS OF WAY IN THE FIELDS AT PLANTER'S RIDGE, SECTION 4, PHASE 2 AS SHOWN ON THAT CERTAIN FINAL PLAT OF THE FIELDS AT PLANTER'S RIDGE, SECTION 4, PHASE 2, DATED JULY 11, 2024, FILED FOR RECORD JULY 24, 2024, RECORDED IN PLAT BOOK 85, PAGE 32, HOUSTON COUNTY, GEORGIA RECORDS.

**FURTHER LESS AND EXCEPT:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 213 OF THE 10<sup>TH</sup> DISTRICT OF HOUSTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS ALL RIGHTS OF WAY IN THE FIELDS AT PLANTER'S RIDGE, SECTION 4, PHASE 3 AS SHOWN ON THAT CERTAIN FINAL PLAT OF THE FIELDS AT PLANTER'S RIDGE, SECTION 4, PHASE 3, DATED JULY 11, 2024, FILED FOR RECORD JULY 24, 2024, RECORDED IN PLAT BOOK 85, PAGE 33, HOUSTON COUNTY, GEORGIA RECORDS.

**TRACT 2**

COMMENCE AT A 5/8" REBAR FOUND AT THE LAND LOT CORNER COMMON TO LAND LOTS 214, 213, 235, AND 236; THENCE, S 01° 03' 26" W A DISTANCE OF 2371.67 FEET TO A 1/2" REBAR SET, SAID REBAR BEING THE POINT OF BEGINNING; THENCE S 01° 03' 26" W, A DISTANCE OF 1537.76 FEET TO A POINT; THENCE N 72° 56' 02" W, A DISTANCE OF 127.23 FEET TO A POINT; THENCE N 72° 56' 02" W, A DISTANCE OF 225.07 FEET TO A POINT; THENCE N 72° 56' 02" W, A DISTANCE OF 23.39 FEET TO A POINT; THENCE N 82° 11' 12" W, A DISTANCE OF 227.97 FEET TO A POINT; THENCE N 87° 38' 06" W, A DISTANCE OF 178.44 FEET TO A POINT; THENCE N 87° 38' 06" W, A DISTANCE OF 179.09 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 13.32 FEET (SAID ARC HAVING A RADIUS OF 230.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S 00° 37' 27" W, WITH A CHORD DISTANCE OF 13.32 FEET) TO A POINT; THENCE S 02° 17' 00" W, A DISTANCE OF 161.69 FEET TO A POINT; THENCE S 42° 42' 56" E, A DISTANCE OF 35.36 FEET TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY OF BEAR BRANCH ROAD (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY N 87° 42' 55" W, A DISTANCE OF 110.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY N 47° 17' 03" E, A DISTANCE OF 35.35 FEET TO A POINT; THENCE N 02° 17' 00" E, A DISTANCE OF 161.69 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 13.33 FEET (SAID ARC HAVING A RADIUS OF 170.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 00° 02' 15" E, WITH A CHORD DISTANCE OF 13.32 FEET) TO A POINT; THENCE N 87° 42' 53" W, A DISTANCE OF 172.41 FEET TO A POINT; THENCE N 57° 03' 32" W, A DISTANCE OF 189.07 FEET TO A POINT; THENCE N 58° 34' 29" W, A DISTANCE OF 153.95 FEET TO A POINT; THENCE N 53° 52' 51" W, A DISTANCE OF 150.84 FEET TO A POINT; THENCE N 41° 24' 45" W, A DISTANCE OF 400.00 FEET TO A POINT; THENCE N 41° 33' 10" W, A DISTANCE OF 204.05 FEET TO A POINT; THENCE N 41° 42' 56" W, A DISTANCE OF 5.49 FEET TO A POINT; THENCE N 45° 34' 54" W, A DISTANCE OF 100.27 FEET TO A POINT; THENCE N 47° 47' 22" W, A DISTANCE OF 126.33 FEET TO A

POINT; THENCE N 36° 21' 11" W, A DISTANCE OF 119.22 FEET TO A POINT; THENCE N 03° 09' 17" W, A DISTANCE OF 164.26 FEET TO A POINT; THENCE N 03° 23' 45" W, A DISTANCE OF 37.11 FEET TO A POINT; THENCE N 03° 34' 14" W, A DISTANCE OF 200.02 FEET TO A POINT; THENCE N 03° 13' 48" W, A DISTANCE OF 200.00 FEET TO A POINT; THENCE N 03° 24' 13" W, A DISTANCE OF 200.00 FEET TO A POINT; THENCE N 03° 13' 16" W, A DISTANCE OF 198.59 FEET TO A POINT; THENCE N 02° 28' 57" W, A DISTANCE OF 180.81 FEET TO A POINT; THENCE N 87° 31' 27" E, A DISTANCE OF 84.34 FEET TO A POINT; THENCE N 87° 31' 27" E, A DISTANCE OF 85.00 FEET TO A POINT; THENCE N 87° 31' 27" E, A DISTANCE OF 188.75 FEET TO A POINT; THENCE S 69° 46' 10" E, A DISTANCE OF 183.16 FEET TO A POINT ALONG THE WESTERLY RIGHT-OF-WAY OF OLD HOLLOW WAY (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY S 67° 33' 53" E, A DISTANCE OF 60.05 FEET TO A POINT ALONG THE EASTERLY RIGHT-OF-WAY OF OLD HOLLOW WAY; THENCE LEAVING SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 50.10 FEET (SAID ARC HAVING A RADIUS OF 295.12 FEET AND BEING SUBTENDED BY A CHORD BEARING S 14° 55' 06" W, WITH A CHORD DISTANCE OF 50.04 FEET) TO A POINT; THENCE S 79° 56' 44" E, A DISTANCE OF 141.24 FEET TO A POINT; THENCE S 66° 34' 26" E, A DISTANCE OF 331.65 FEET TO A POINT; THENCE N 29° 11' 26" E, A DISTANCE OF 25.40 FEET TO A POINT; THENCE S 67° 34' 49" E, A DISTANCE OF 1397.76 FEET TO THE POINT OF BEGINNING.

### **TRACT 3**

COMMENCING AT A 5/8" REBAR FOUND AT THE LAND LOT CORNER COMMON TO LAND LOTS 213, 214, 235, & 236; THENCE ALONG THE LAND LOT LINE COMMON TO LAND LOTS 213 & 214 N 88° 45' 04" W A DISTANCE OF 50.33 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE FROM THE ESTABLISHED POINT OF BEGINNING, N 88° 45' 04" W, A DISTANCE OF 512.14 FEET TO A ½" REBAR FOUND; THENCE LEAVING SAID LAND LOT LINE N 68° 05' 43" W, A DISTANCE OF 666.49 FEET TO A ½" REBAR SET; THENCE N 62° 19' 16" W, A DISTANCE OF 333.15 FEET TO A ½" REBAR FOUND; THENCE N 20° 49' 21" E, A DISTANCE OF 74.46 FEET TO A ½" REBAR SET; THENCE N 20° 50' 10" E, A DISTANCE OF 71.99 FEET TO A ½" REBAR SET; THENCE N 20° 50' 10" E, A DISTANCE OF 75.00 FEET TO A ½" REBAR SET; THENCE N 20° 50' 10" E, A DISTANCE OF 75.00 FEET TO A ½" REBAR SET; THENCE N 20° 50' 10" E, A DISTANCE OF 90.93 FEET TO A ½" REBAR SET; THENCE S 81° 27' 52" E, A DISTANCE OF 691.26 FEET TO A ½" REBAR SET; THENCE N 76° 09' 57" E, A DISTANCE OF 339.70 FEET TO A POINT; THENCE S 24° 31' 36" E, A DISTANCE OF 251.08 FEET TO A POINT; THENCE S 20° 16' 52" E, A DISTANCE OF 147.51 FEET TO A POINT; THENCE S 04° 10' 07" E, A DISTANCE OF 314.76 FEET TO A POINT; THENCE S 52° 09' 53" E, A DISTANCE OF 121.49 FEET TO THE POINT OF BEGINNING.

### **TOGETHER WITH**

**BEGINNING** AT A 5/8" REBAR FOUND AT THE LAND LOT CORNER COMMON TO LAND LOTS 213, 214, 235, & 236; THENCE N 52° 09' 48" W, A DISTANCE OF 148.55 FEET TO A POINT; THENCE N 04° 10' 06" W, A DISTANCE OF 305.65 FEET TO A POINT; THENCE N 20° 16' 52" W, A DISTANCE OF 152.87 FEET TO A POINT; THENCE N 24° 31' 36" W, A DISTANCE OF 246.52 FEET TO A POINT; THENCE N 76° 09' 57" E, A DISTANCE OF 117.68 FEET TO A ½" REBAR SET; THENCE S 12° 50' 56" E, A DISTANCE OF 812.11 FEET TO THE POINT OF BEGINNING.

### **LOTS**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 212, 213 AND 214 OF THE 10<sup>TH</sup> DISTRICT OF HOUSTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS LOTS 5, 6 AND 14 IN THE PLANTER'S RIDGE SUBDIVISION, SECTION 1, PHASE 1 AS SHOWN ON THAT CERTAIN FINAL PLAT OF THE PLANTER'S RIDGE SUBDIVISION, SECTION 1, PHASE 1, DATED SEPTEMBER 23, 2021, FILED FOR RECORD SEPTEMBER 29, 2021, RECORDED IN PLAT BOOK 83, PAGE 10, HOUSTON COUNTY, GEORGIA RECORDS.

**AND**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 212, 213 AND 214 OF THE 10<sup>TH</sup> DISTRICT OF HOUSTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS LOTS 202 AND 203 IN THE BANKS AT PLANTER'S RIDGE, SECTION 3, PHASE 1-B AS SHOWN ON THAT CERTAIN FINAL PLAT OF THE BANKS AT PLANTER'S RIDGE, SECTION 3, PHASE 1-B, DATED JUNE 15, 2023, FILED FOR RECORD JUNE 26, 2023, RECORDED IN PLAT BOOK 84, PAGE 130, HOUSTON COUNTY, GEORGIA RECORDS.