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RECIPROCAL EASEMENT, COVENANT TO SHARE COSTS AND RESTRICTIVE COVENANT AGREEMENT

THIS RECIPROCAL EASEMENT, COVENANT TO SHARE COSTS AND RESTRICTIVE COVENANT AGREEMENT ("**Agreement**") is entered into this 30th day of April, 2025 by **SIMCOE AT CANAL TOWNS, LLC,** a Georgia limited liability company ("**Phase 2 Developer**"), **CANAL TOWNS PROPERTY OWNERS ASSOCIATION, INC.**, a Georgia nonprofit corporation ("**Phase 1 Association**"), and **HOMES OF INTEGRITY CONSTRUCTION CO., INC.**, a Georgia corporation ("**HOI**").

BACKGROUND STATEMENT

A. HOI is the owner of Canal Towns Phase 1.

B. Phase 2 Developer is the developer of Canal Towns Phase 2.

C. Phase 2 Developer has developed Canal Towns Phase 1 into residential building lots as shown on the Phase 1 Subdivision Plat.

D. Phase 2 Developer has executed and recorded the Phase 1 Declaration and formed the Phase 1 Association.

E. The Phase 1 Association is the fee simple owner of the Phase 1 Common Areas.

F. Phase 2 Developer also intends to develop Canal Towns Phase 2 into a single-family residential townhome project and intends for Canal Towns Phase 1 and Canal Towns Phase 2 to share the Phase 1 Common Areas, the Phase 1 Amenity Area, and the Phase 2 Common Areas, and all improvements and facilities located on or within any of the foregoing areas.

G. HOI has purchased, or will purchase, residential building lots in Canal Towns Phase 1, and HOI has constructed, or will construct, Canal Towns Phase 1 Units on the said residential building lots, and has sold, or will sell, Canal Towns Phase 1 Units to St. Clair Holdings, LLC, a Georgia limited liability company, or its permitted assignee (the "**Phase 1 Owner**").

H. The shared use, maintenance and operation of the Phase 1 Common Areas, the Phase 1 Amenity Area, and the Phase 2 Common Areas will benefit the Phase 2 Developer, the Phase 1 Association, Phase 2 Association, when formed, and HOI, and the parties desire to confirm certain agreements regarding the construction, use and maintenance of the Phase 1 Common Areas, the Phase 1 Amenity Area, and the Phase 2 Common Areas.

I. The Phase 2 Developer, the Phase 1 Association, and HOI intend by this Agreement to grant reciprocal easements for the use of the Phase 1 Common Areas, the Phase 1 Amenity Area, and the Phase 2 Common Areas, and to provide for an equitable allocation of costs relating to the ongoing maintenance, repair, and replacement of the improvements and facilities on and within the Phase 1 Common Areas, the Phase 1 Amenity Area, and the Phase 2 Common Areas for the duration of this Agreement.

J. The Phase 2 Developer, the Phase 1 Association, and HOI also desire to establish certain restrictions regarding the use, development and operation of the Canal Towns Phase 1 Units and the Canal Towns Phase 2 Units that will benefit and be administered by the Phase 1 Association and Phase 2 Association, when formed, in a manner consistent with the Community Wide Standard (as described in the Phase 1 Declaration).

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the Phase 2 Developer, the Phase 1 Association, and HOI agree as follows:

ARTICLE I
DEFINITIONS

1.1 Except as otherwise specifically defined herein, all capitalized terms shall have the following meanings:

"Canal Towns Phase 1" shall mean that certain lot, tract or parcel of land currently under development as a single family residential town home project known as Canal Towns, Phase 1 and more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference.

"**Canal Towns Phase 1 Units**" shall mean fee simple title to individual townhome units in Canal Towns Phase 1 as shown on the Phase 1 Subdivision Plat.

"**Canal Towns Phase 2**" shall mean that certain lot, tract or parcel of land separated from Canal Towns Phase 1 by the Ogeechee Canal and more particularly described on **Exhibit "B"** attached hereto and incorporated herein by reference.

"**Canal Towns Phase 2 Units**" shall mean fee simple title to individual townhome units in Canal Towns Phase 2 as shown on the Phase 2 Subdivision Plat.

"Phase 2 Developer" shall mean Simcoe at Canal Towns, LLC, a Georgia limited liability company, and any subsequent owners of all or any portion of Canal Towns Phase 2, including, but not limited to the owners of individual townhome units located therein, or any property owners association created to manage the common areas in Canal Towns Phase 2.

"Phase 1 Amenity Area" shall mean the area shown as Common Area 12, Common Area 14, Common Area 21 and Common Area 42 on the Phase 1 Subdivision Plat, together with all improvements and facilities constructed therein.

"Phase 1 Association" means the membership corporation formed pursuant to the Phase 1 Declaration and known as the Canal Towns Property Owners Association, Inc., a Georgia corporation.

"Phase 1 Common Areas" shall mean all rights of way and common areas shown on the Phase 1 Subdivision Plat as Lusk Lane 60' Private R/W, Strange Court 60' Private R/W, 60' Bridge Drainage and Utility Easement, Common Area 1, and Common Area 2, including all signs, roads, drainage facilities, utilities, and other improvements located therein in Canal Towns Phase 1.

"Phase 1 Declaration" shall mean that Declaration of Covenants, Conditions and Restrictions for Canal Towns, dated November 21, 2024, and recorded in Deed Book 3532, page 498, Chatham County, Georgia records, as amended.

"Phase 1 Subdivision Plat" shall mean that subdivision plat entitled "A Major Subdivision Plat of Canal Towns at Savannah Quarters – Phase 1, 8th G.M. District, Pooler, Chatham County, Georgia", prepared by Jimmy R. Toole, G.R.L.S. No. 3119, dated June 26, 2024, and recorded in Plat Book 54, page 497, Chatham County, Georgia records.

"Phase 2 Association" means the membership corporation to be formed pursuant to the Phase 2 Declaration and known as the Canal Towns Phase 2 Property Owners Association, Inc., a Georgia corporation.

"Phase 2 Common Areas" shall mean the right of ways of Strange Court (a 60' private right of way) and Hinesley Way (a 60' private right of way), and Common Areas No. 20-40, 46 and XX [sic], currently shown on the Phase 2 Subdivision Plat, including all roads, drainage facilities, utilities, and other improvements located therein in Canal Towns Phase 2.

"Phase 2 Declaration" shall mean that Declaration of Covenants, Conditions and Restrictions for Canal Towns, Phase 2, to be recorded for Canal Towns Phase 2 upon recordation of the Phase 2 Subdivision Plat, and anticipated to be substantially the same as the Phase 1 Declaration.

"**Phase 2 Subdivision Plat**" shall mean that subdivision entitled, "A Major Subdivision Plat of Canal Towns at Savannah Quarters – Phase II, 8th G.M. District, Pooler, Chatham County, Georgia," prepared by Jimmy R. Toole, G.R.L.S. No. 3119, dated March 12, 2025, and recorded in Plat Book 54, page 713, Chatham County, Georgia records.

ARTICLE II
EASEMENTS

2.1 Easements in Phase 1 Common Areas and Phase 1 Amenity Area. The Phase 1 Association hereby grants to Phase 2 Developer, as the owner of Canal Towns Phase 2, and its successors and assigns as owner(s) of all or any portion of Canal Towns Phase 2, and any subsequent owners of all or any portion of Canal Towns Phase 2, including, but not limited to the owners of individual townhome units located therein, or any property owners association created to manage the common areas in Canal Towns Phase 2, a perpetual, nonexclusive easement, right and privilege to the use and enjoyment in and to the Phase 1 Common Areas, Phase 1 Amenity Area, and improvements and facilities contained therein, appurtenant to and running with title to Canal Towns Phase 2, including, but not limited to:

(a) an easement for pedestrian and vehicular access, ingress and egress, but not parking, over and across the Phase 1 Common Areas; and

(b) an easement to connect to and utilize underground utilities located in the Phase 1 Common Areas designated for said purposes on the Phase 1 Subdivision Plat or approved by the Phase 1 Association as necessary to provide services to Canal Towns Phase 2, including but not limited to water facilities, sewer facilities, electrical, gas, telephone, internet, and cable television, and for pedestrian and vehicular access, ingress and egress over and across the Phase 1 Common Areas for the purpose of utilizing said utility easement rights, subject to the terms hereof; and

(c) an easement for pedestrian and vehicular access, ingress and egress, including parking in designated parking areas, and the full use and enjoyment equal to that granted to members of the Phase 1 Association over and across the Phase 1 Amenity Area.

2.2 The easements described in Section 2.1 above do not include the right to construct, maintain or repair facilities within the Phase 1 Common Areas or Phase 1 Amenity Area, except with the approval of the Phase 1 Association, provided, however that approval of the Phase 1 Association shall not be required if the Phase 1 Association fails to maintain such areas as provided for in Section 3.2 of this Agreement. The foregoing easements to utilize the Phase 1 Common Areas and the Phase 1 Amenity Area shall run with the title to the Canal Towns Phase 2 Units and be appurtenant to the parcels benefitted by such easements, and shall be subject to:

(a) The Governing Documents of the Phase 1 Association, as defined in the Phase 1 Declaration;

(b) The Phase 1 Association's right to:

(i) adopt rules regulating use and enjoyment of the Phase 1 Common Areas and Phase 1 Amenity Area that apply equally to members of the Phase 1 Association and any owners of Canal Towns Phase 2, or any association created therefore; and

(ii) transfer all or any part of the Phase 1 Common Areas and Phase 1 Amenity Area, subject to such approval requirements as may be set forth in this Agreement.

Notwithstanding the foregoing, the Phase 1 Association shall never prevent the use of the Phase 1 Common Areas and Phase 1 Amenity Area by the owners of Canal Towns Phase 2 for access, and utilities reasonably necessary for the use of Canal Towns Phase 2 or withdraw from this Agreement or unreasonably restrict any portion of the Phase 1 Common Areas and Phase 1 Amenity Area needed for said services.

2.3 Sign Easement. The Phase 1 Association hereby grants and conveys to the Phase 2 Developer, as the owner of Canal Towns Phase 2, a non-exclusive, perpetual license to access and place signage relating to the development to be located on Canal Towns Phase 2, on any pylon or monument sign constructed within the Phase 1 Common Areas for the use of the Phase 1 Association, at the Phase 2 Developer's sole cost and expense and so long as such sign does not interfere, block or hinder any signage for Canal Towns Phase 1. The size of the sign will be comparable to that of Canal Towns Phase 1 and the location of any of the foregoing signage shall be that which is reasonably selected, chosen, and subject to the Architectural Guidelines, as defined in the Phase 1 Declaration, and review by the Phase 1 Association. The Phase 2 Association and the Phase 2 Developer, as the owner of Canal Towns Phase 2, shall comply with all construction and maintenance obligations and bear all costs and liabilities imposed on Canal Towns Phase 1 and Canal Towns Phase 2 that arise under that certain Cost Sharing Agreement between Southwest Quarter Holdings, LLC and Southwest Quadrant Development Company, LLC, dated October 31, 2003, recorded in Deed Book 265-R, Page 190, Chatham County, Georgia records, as amended by First Amendment to Cost Sharing Agreement between Southwest Quarter Holdings, LLC and Southwest Quadrant Development Company, LLC, dated November 30, 2004, recorded in Deed Book 280-L, Page 204, Chatham County, Georgia records, as amended by Second Amendment to Cost Sharing Agreement between Southwest Quarter Holdings, LLC and Southwest Quadrant Development Company, LLC, dated November 21, 2006, recorded in Deed Book 316-X, Page 745, Chatham County, Georgia records.

2.4 Easements in Phase 2 Common Areas. The Phase 2 Developer grants to the Phase 1 Association, as owner of the Phase 1 Common Areas and Phase 1 Amenity Area, and HOI, as the owner(s) of all or any portion of Canal Towns Phase 1 Units, and reserves for itself, as the owner of any remaining portion of Canal Towns Phase 1, and their respective successors and assigns as owners of portions of Canal Towns Phase 1, and any subsequent owners of all or any portion of Canal Towns Phase 1, including, but not limited to the owners of individual townhome units located therein, a perpetual, nonexclusive easement, right and privilege to the use and enjoyment in and to the Phase 2 Common Areas, and improvements and facilities contained therein, appurtenant to and running with title to Canal Towns Phase 1, including, but not limited to:

(a) an easement for pedestrian and vehicular access, ingress and egress, but not parking, over and across the Phase 2 Common Areas; and

(b) an easement to connect to and utilize underground utilities located in the Phase 2 Common Areas designated for said purposes on the Phase 2 Subdivision Plat or approved by the Phase 2 Association as necessary to provide services to Canal Towns Phase 1, including but not limited to water facilities, sewer facilities, electrical, gas, telephone, internet, and cable television, and for pedestrian and vehicular access, ingress and egress over and across the Phase 2 Common Areas for the purpose of utilizing said utility easement rights, subject to the terms hereof; and

2.5 The easements described in Section 2.4 above do not include the right to construct, maintain or repair facilities within the Phase 2 Common Areas, except with the approval of the Phase 2 Developer and, once formed, the Phase 2 Association, provided, however that approval of the Phase 2 Developer or the Phase 2 Association, as applicable, shall not be required if the Phase 2 Developer or Phase 2 Association fail to maintain such areas as provided for in Section 3.4 of this Agreement. The foregoing easements to utilize the Phase 2 Common Areas shall run with the title to Canal Towns Phase 1 and be appurtenant to the parcels benefitted by such easements, and shall be subject to:

(a) The Governing Documents of the Phase 2 Association, when formed, as said terms will be defined in the Phase 2 Declaration;

(b) The Phase 2 Developer's or Phase 2 Association's right, when formed, to:

(i) adopt rules regulating use and enjoyment of the Phase 2 Common Areas that apply equally to members of the Phase 2 Association and members of the Phase 1 Association; and

(ii) transfer all or any part of the Phase 2 Common Areas subject to such approval requirements as may be set forth in this Agreement.

Notwithstanding the foregoing, the Phase 2 Developer or Phase 2 Association shall never prevent the use of the Phase 2 Common Areas by the owners of Canal Towns Phase 1 for access, and utilities reasonably necessary for the use of the Canal Towns Phase 1 Units or withdraw from this Agreement or unreasonably restrict any portion of the Phase 2 Common Areas needed for said services.

ARTICLE III
MAINTENANCE

3.1 Maintenance Obligation and Standard. The Phase 1 Association shall maintain the Phase 1 Common Areas, the Phase 1 Amenity Area, the exterior surfaces of the Canal Towns Phase 1 Units, and all landscaping around the Canal Towns Phase 1 Units in a good and workable condition consistent with the Community Wide Standard (as defined in the Phase 1 Declaration) and in accordance with all applicable laws, rules, regulations, and ordinances. However, if Phase 1 Owner owns any portion of Canal Towns Phase 1, then all such maintenance shall be subject to review and approval by the Phase 1 Owner, unless the Phase 1 Owner manages or controls the Phase 1 Association; provided, however, that if such maintenance and landscaping work is performed in accordance with the agreed upon Plans (defined below), then Phase 1 Owner shall be deemed to have automatically consented to such work. The Phase 1 Association may contract

with one or more third parties of its choosing to perform maintenance work in accordance with this Agreement; provided in no event shall management fees in excess of market rates be included in the shared costs for the Phase 1 Common Areas and the Phase 1 Amenity Area.

3.2 Failure to Maintain. In the event the Phase 1 Association fails to maintain the Phase 1 Common Areas and the Phase 1 Amenity Area in the manner required pursuant to Section 3.1 above, the Phase 2 Association may seek to enforce the terms of this Agreement by providing written notice of any alleged default of this Agreement to the Phase 1 Association (the "**Phase 1 Default Notice**"). In the event the Phase 1 Association fails to reasonably address all of the matters referenced in the Phase 1 Default Notice within thirty (30) days of receipt thereof (the "**Cure Period**"), then the Phase 2 Association may seek to enforce the terms of this Agreement by pursuing an action for specific performance. Notwithstanding the foregoing, in the event the Phase 1 Association is unable to reasonably address and complete the matters described in the Phase 1 Default Notice within the Cure Period, then, so long as the Phase 1 Association initiates work on such matters during the Cure Period and continues to diligently pursue completion of such work, the Cure Period shall automatically be extended until such work is completed; provided, however, such automatic extension of the Cure Period shall not exceed a total of ninety (90) days. In such event, the Phase 2 Developer, HOI or Phase 2 Association may, but shall not be obligated to, perform the Phase 1 Association's maintenance responsibilities and assess its actual, direct out of pocket costs incurred, which shall not exceed reasonable, market rates for arm's length parties (the "**Curative Costs**") (after subtracting the Phase 2 Developer's or Phase 2 Association's share of the costs pursuant to Article IV of this Agreement) against the Phase 1 Association. If the Phase 1 Association fails to pay such amounts due within thirty (30) days of written demand therefor, the Phase 2 Developer or the Phase 2 Association shall have the right to pursue a judgment for damages in the amount of the Curative Costs and all costs of collection (including reasonable attorneys' fees and expenses, and court costs), and may pursue collection against the Phase 1 Association in accordance with Section 4.8. Except in an emergency situation, the Phase 2 Developer or Phase 2 Association must provide the Phase 1 Default Notice and the Cure Period in order to allow the Phase 1 Association to cure any violation of this Agreement prior to taking any enforcement action under this Section 3.2.

3.3 Maintenance Obligation and Standard. The Phase 2 Developer, as the owner of Canal Towns Phase 2, or the Phase 2 Association, when formed, shall maintain the Phase 2 Common Areas, the exterior surfaces of the Canal Towns Phase 2 Units, and all landscaping around the Canal Towns Phase 2 Units in a good and workable condition consistent with the Community Wide Standard as defined in the Phase 2 Declaration, when recorded, and in accordance with all applicable laws, rules, regulations, and ordinances. The Phase 2 Developer or the Phase 2 Association, when formed, may contract with one or more third parties of its choosing to perform maintenance work in accordance with this Agreement; provided in no event shall management fees in excess of market rates be included in the shared costs for the Phase 2 Common Areas.

3.4 Failure to Maintain. In the event the Phase 2 Developer, or the Phase 2 Association, when formed, fails to maintain the Phase 2 Common Areas in the manner required pursuant to Section 3.3 above, the Phase 1 Association may seek to enforce the terms of this Agreement by providing written notice of any alleged default of this Agreement to the Phase 2 Developer or Phase 2 Association, as applicable (the "**Phase 2 Default Notice**"). In the event the Phase 1

Association fails to reasonably address all of the matters referenced in the Phase 2 Default Notice within the Cure Period, then the Phase 1 Association may seek to enforce the terms of this Agreement by pursuing an action for specific performance. Notwithstanding the foregoing, but in the event the Phase 2 Developer or the Phase 2 Association, as applicable, is unable to reasonably address and complete the matters described in the Phase 2 Default Notice within the Cure Period, then, so long as the Phase 2 Developer or the Phase 2 Association initiates work on such matters during the Cure Period and continues to diligently pursue completion of such work, the Cure Period shall automatically be extended until such work is completed; provided, however, such automatic extension of the Cure Period shall not exceed a total of ninety (90) days. In such event, the Phase 1 Association may, but shall not be obligated to, perform the Phase 2 Developer's or the Phase 2 Association's maintenance responsibilities and assess its actual, direct out of pocket costs incurred, which shall not exceed reasonable, market rates for arm's length parties (after subtracting the Phase 1 Association's share of the costs pursuant to Article IV of this Agreement) against the Phase 2 Developer or the Phase 2 Association. If the Phase 2 Developer or the Phase 2 Association, as applicable, fails to pay such amounts due within thirty (30) days of written demand therefor, the Phase 2 Developer or the Phase 1 Association shall have the right to pursue a judgment for damages in the amount of the Curative Costs and all costs of collection (including reasonable attorneys' fees and expenses, and court costs), and may pursue collection against such applicable parties in accordance with Section 4.8. Except in an emergency situation, the Phase 1 Association must provide the Phase 2 Default Notice and the Cure Period in order to allow the Phase 2 Developer or the Phase 2 Association to cure any violation of this Agreement prior to taking any enforcement action under this Section 3.4.

3.5 Phase 1 Indemnity. Phase 2 Developer and HOI, as the owners of all of Canal Towns Phase 1 (each, a "**Phase 1 Indemnifying Owner**") hereby indemnify and agree to indemnify, defend, save, and hold harmless the fee title owners of Canal Towns Phase 2 (collectively, the "**Phase 2 Indemnitees**") from all third-party claims, liabilities, damages, costs, or demands of any kind or character whatsoever which arise from the easements created hereunder and/or exercise of the Phase 1 Indemnifying Owner's self-help rights pursuant to Section 3.4, as a result of the death or bodily injury of any individual or any damage to property caused by the Phase 1 Indemnifying Owner, its agents, officers, employees, invitees or any personnel acting at the direction of the Phase 1 Indemnifying Owner or whose services are contracted for, by, on behalf of, or for the benefit of the Phase 1 Indemnifying Owner except to the extent caused by the negligence or willful misconduct of the Phase 2 Indemnitees. The foregoing indemnity shall survive the termination of this Agreement.

3.6 Phase 2 Indemnity. Phase 2 Developer, as the owner of all of Canal Towns Phase 2 (the "**Phase 2 Indemnifying Owner**") hereby indemnifies and agrees to indemnify, defend, save, and hold harmless the fee title owners of Canal Towns Phase 1 (collectively, the "**Phase 1 Indemnitees**") from all third-party claims, liabilities, damages, costs, or demands of any kind or character whatsoever which arise from the easements created hereunder and/or exercise of the Phase 2 Indemnifying Owner's self-help rights pursuant to Section 3.2, as a result of the death or bodily injury of any individual or any damage to property caused by the Phase 2 Indemnifying Owner, its agents, officers, employees, invitees or any personnel acting at the direction of the Phase 2 Indemnifying Owner or whose services are contracted for, by, on behalf of, or for the benefit of the Phase 2 Indemnifying Owner except to the extent caused by the negligence or willful

misconduct of the Phase 1 Indemnitees. The foregoing indemnity shall survive the termination of this Agreement.

3.7 Insurance. Phase 1 Association and Phase 2 Developer or Phase 2 Association, when formed, shall maintain commercial general liability coverage (endorsed to include their respective indemnification obligations hereunder), with combined bodily injury and property damage limits of liability of no less than One Million Dollars ($1,000,000) for any one occurrence, in an aggregate amount of Two Million Dollars ($2,000,000). Each insurer shall be licensed in the State of Georgia, and rated A/XII or better by Best's Key Rating Guide, or an equivalent financial rating from a comparable insurance rating organization. Each such policy shall include a waiver of subrogation, and shall be primary to, and not in excess of or contributing with, any insurance or self-insurance maintained by any other party to this Agreement. Upon receipt of written request therefor, Phase 1 Association and Phase 2 Association shall deliver to each other a certificate of insurance in usual form with and naming the other association as an additional insured and certifying that such coverage is in place. Phase 1 Association and Phase 2 Developer or Phase 2 Association, when formed, shall notify each other in writing if there is any material change in coverage during the term of this Agreement, including but not limited to reductions in coverage and/or changes to an alternative insurance carrier with a rating that is not equal to or greater than the prior carrier.

ARTICLE IV
OBLIGATION TO SHARE COSTS

4.1 Responsibility and Obligation for Phase 1 Maintenance Fee. In consideration of the benefit received from having access to and the ability to use the Phase 1 Common Areas and the Phase 1 Amenity Area and the improvements and facilities located therein and the work performed by or at the direction of the Phase 1 Association, the Phase 2 Developer or Phase 2 Association shall pay the Phase 1 Association an annual maintenance fee to reimburse the Phase 1 Association for the Phase 2 Developer's or Phase 2 Association's allocable share of costs and expenses related to its use of the Phase 1 Common Areas and the Phase 1 Amenity Area (**"Phase 1 Maintenance Fee"**). The obligation to pay the Phase 1 Maintenance Fee is mandatory and shall be a separate and independent covenant on the part of the Phase 2 Developer or Phase 2 Association. Except as permitted under Section 3.2 of this Agreement, no diminution, abatement, or setoff of the Phase 1 Maintenance Fee shall be claimed or allowed by reason of any alleged failure of the Phase 1 Association to perform its maintenance responsibilities to the required standard.

4.2 Computation of Phase 1 Maintenance Fee. The Phase 1 Maintenance Fee shall be calculated as follows:

Total aggregate budgeted annual costs of maintaining, repairing and operating the improvements and facilities located within the Phase 1 Common Areas and the Phase 1 Amenity Area, but exclusive of any of the costs associated with the landscaping of any of these areas, which shall be

Divided by the sum of (a) the number of Canal Towns Phase 1 Units plus (b) the number of Canal Towns Phase 2 Units, the quotient of which shall be

Multiplied by the number of Canal Towns Phase 2 Units.

The Phase 1 Maintenance Fee shall not be due for any Canal Towns Phase 2 Unit until such Canal Towns Phase 2 Unit has been constructed and sold or offered to rent to a third party other than the Phase 2 Developer, HOI, or any other builder affiliate of Phase 2 Developer. Notwithstanding the foregoing, the transfer of a Canal Towns Phase 2 Unit that has never been rented by foreclosure or deed in lieu of foreclosure shall not be considered a sale triggering the obligation to pay the Phase 1 Maintenance Fee. Only Canal Towns Phase 2 Units meeting the aforesaid qualification shall be counted in the above calculation of the Phase 1 Maintenance Fee.

Notwithstanding the foregoing, in the event the Phase 1 Maintenance Fee shall not be adequate to cover the actual annual maintenance costs incurred in connection with the maintenance of the Phase 1 Common Areas and the Phase 1 Amenity Area, the Phase 1 Association shall have the right to perform a true-up calculation of the Phase 1 Maintenance Fee at any time during the Phase 1 Association's fiscal year based on the actual annual costs of maintaining such areas which shall be allocated to the Phase 2 Association using the same formula outlined in this Section 4.2 in the next years assessment.

4.3 Payment of Phase 1 Maintenance Fee. The Phase 1 Maintenance Fee shall be due and payable in full to the Phase 1 Association on or before January 31 of each year (the "**Phase 1 Assessment Deadline**"). The Phase 1 Association shall provide written notice to the Phase 2 Developer or the Phase 2 Association, as applicable, of the amount of the applicable Phase 1 Maintenance Fee for the upcoming year no later than sixty (60) days prior to the Phase 1 Assessment Deadline. Any portion of the Phase 1 Maintenance Fee which remains unpaid for a period of more than 30 days from the Phase 1 Assessment Deadline shall automatically incur interest from the Phase 1 Assessment Deadline until fully paid at the rate of 8% per annum (subject to any limitations imposed by Georgia law) on the outstanding amount due. In the event that any Phase 1 Maintenance Fee remains unpaid after 90 days and a second written notice to the Phase 2 Developer or Phase 2 Association, the Phase 1 Association may institute suit to collect a money judgment for the unpaid Phase 1 Maintenance Fee, interest, and all costs of collection (including reasonable attorneys' fees and expenses, and court costs). All payments shall be applied first to court costs and reasonable attorneys' fees, and expenses then to interest, and then to delinquent Phase 1 Maintenance Fees.

4.4 Recordkeeping. The Phase 1 Association shall maintain or cause to be maintained full and accurate books of account with respect to the performance of its responsibilities to the Phase 1 Common Areas and Phase 1 Amenity Area hereunder. The Phase 1 Association shall make books, records, and related financial statements pertaining to the Phase 1 Common Areas and Phase 1 Amenity Area available for inspection and copying upon the Phase 2 Developer's or Phase 2 Association's request during normal business hours. The Phase 2 Developer or Phase 2 Association shall pay copying charges when requesting copies.

4.5 Responsibility and Obligation for Phase 2 Maintenance Fee. In consideration of the benefit received from having access to and the ability to use the Phase 2 Common Areas and the improvements and facilities located therein and the work performed by or at the direction of the Phase 2 Developer or Phase 2 Association, the Phase 1 Association shall pay an annual maintenance fee to reimburse the Phase 2 Developer or the Phase 2 Association, as applicable for

the Phase 1 Association's allocable share of costs and expenses related to its use of the Phase 2 Common Areas (**"Phase 2 Maintenance Fee"**). The obligation to pay the Phase 2 Maintenance Fee is mandatory and shall be a separate and independent covenant on the part of the Phase 1 Association. Except as permitted under Section 3.4 of this Agreement, no diminution, abatement, or setoff of the Phase 2 Maintenance Fee shall be claimed or allowed by reason of any alleged failure of the Phase 2 Developer or the Phase 2 Association, as applicable to perform its maintenance responsibilities to the required standard.

4.6 Computation of Phase 2 Maintenance Fee. The Phase 2 Maintenance Fee shall be calculated as follows:

Total aggregate budgeted annual costs of maintaining, repairing and operating the improvements and facilities located within the Phase 2 Common Areas, but exclusive of any of the costs associated with the landscaping of any of these areas, which shall be

Divided by the sum of (a) the number of Canal Towns Phase 1 Units plus (b) the number of Canal Towns Phase 2 Units, the quotient of which shall be

Multiplied by the number of Canal Towns Phase 1 Units.

The Phase 2 Maintenance Fee shall not be due for any Canal Towns Phase 1 Unit until such Canal Towns Phase 1 Unit has been constructed and sold to a third party other than the Phase 2 Developer, HOI or any other builder affiliate of the Phase 2 Developer. Notwithstanding the foregoing, the transfer of a Canal Towns Phase 1 Unit that has never been rented by foreclosure or deed in lieu of foreclosure shall not be considered a sale triggering the obligation to pay the Phase 2 Maintenance Fee. Only Canal Towns Phase 1 Units meeting the aforesaid qualification shall be counted in the calculation of the Phase 2 Maintenance Fee.

Notwithstanding the foregoing, but in the event the Phase 2 Maintenance Fee shall not be adequate to cover the actual annual maintenance costs incurred in connection with the maintenance of the Phase 2 Common Areas the Phase 2 Association shall have the right to perform a true-up calculation of the Phase 2 Maintenance Fee at any time during the Phase 2 Association's fiscal year based on the actual annual costs of maintaining such areas which shall be allocated to the Phase 1 Association using the same formula outlined in this Section 4.6 in the next years assessment.

4.7 Payment of Phase 2 Maintenance Fee. The Phase 2 Maintenance Fee shall be due and payable in full to the Phase 2 Developer or the Phase 2 Association, as applicable on or before January 31 of each year (the "**Phase 2 Assessment Deadline**"). The Phase 2 Developer or the Phase 2 Association, as applicable shall provide written notice to the Phase 1 Association, of the amount of the applicable Phase 2 Maintenance Fee for the upcoming year no later than sixty (60) days prior to the Phase 2 Assessment Deadline. Any portion of the Phase 2 Maintenance Fee which remains unpaid for a period of more than 30 days from the Phase 2 Assessment Deadline shall automatically incur interest from the Phase 2 Assessment Deadline until fully paid at the rate of 8% per annum (subject to any limitations imposed by Georgia law) on the outstanding amount due. In the event that any Phase 2 Maintenance Fee remains unpaid after 90 days and a second written notice to the Phase 2 Association, the Phase 2 Developer or the Phase 2 Association, as

applicable may institute suit to collect a money judgment for the unpaid Phase 2 Maintenance Fee, interest, and all costs of collection (including reasonable attorneys' fees and expenses, and court costs). All payments shall be applied first to court costs and reasonable attorneys' fees, and expenses then to interest, and then to delinquent Phase 2 Maintenance Fees.

4.8 Enforcement Rights. If the Phase 2 Developer or it successors with respect to Canal Towns Phase 2 obtains a monetary judgment against the Phase 1 Association in accordance with Section 3.2, and the Phase 1 Association fails to pay the amount of said judgment upon demand therefor, the Phase 1 Association acknowledges and agrees that the Phase 2 Developer and its successors with respect to Canal Towns Phase 2 shall be entitled to file a judgment lien against all property owned by the Phase 1 Association. If the Phase 2 Developer or it successors with respect to Canal Towns Phase 1, or the Phase 1 Association obtains a monetary judgment against the Phase 2 Association in accordance with Section 3.4, and the Phase 2 Association fails to pay the amount of said judgment upon demand therefor, the Phase 2 Association acknowledges and agrees that the Phase 2 Developer, HOI, Phase 1 Association and their respective successors with respect to Canal Towns Phase 1 shall be entitled to file a judgment lien against Canal Towns Phase 2. Any judgment lien obtained pursuant to this Agreement shall automatically and without any further action be junior to the lien of any first mortgagor with a mortgage on all or any portion of Canal Towns Phase 1 and/or Canal Towns Phase 2.

4.9 Recordkeeping. The Phase 2 Developer or Phase 2 Association shall maintain or cause to be maintained full and accurate books of account with respect to the performance of its responsibilities to the Phase 2 Common Areas hereunder. The Phase 2 Developer or Phase 2 Association, when formed, shall make books, records, and related financial statements pertaining to the Phase 2 Common Areas available for inspection and copying upon the Phase 1 Association's request during normal business hours. The Phase 1 Association shall pay copying charges when requesting copies.

ARTICLE V
RESTRICTIVE COVENANTS

5.1 Use Restrictions. Canal Towns Phase 1 and Canal Towns Phase 2 will only be used as a single-family townhome community with accessory uses and purposes related thereto. Notwithstanding the foregoing, the parties to this Agreement understand, acknowledge and agree that Canal Towns Phase 1 shall be owned and operated by Phase 1 Owner as a rental townhome community whereby all of the Canal Towns Phase 1 Units will be rented to unrelated third parties. In the event Phase 1 Owner, or an affiliate thereof, does not acquire the Canal Towns Phase 2 Units from HOI, then no more than twenty-five of the Canal Towns Phase 2 Units may be held by a single owner or group of affiliated owners for use as rentals to third parties.

5.2 Development Review. The Phase 2 Developer and Phase 1 Association have previously approved plans and specifications for development of Canal Towns Phase 1 and Canal Towns Phase 2, and for construction of townhome units within said developments, initialed copies of which are on file at the Phase 2 Developer's office (collectively the **"Plans"**). The Phase 2 Developer, Phase 2 Association, when formed, Phase 1 Association reserves the right to review and approve any changes to the development or construction plans that substantially deviate from the Plans. The term "substantially deviate", as used herein, shall mean any change that has a major

impact on the architectural features, characteristics, appearance, or integrity of a structure as shown on the Plans. The Plans currently provide for Canal Towns Phase 1 and Canal Towns Phase 2 to be used for single family townhome units and accessory uses and purposes related thereto as required by Section 5.1 above, and development review will require said use.

Pursuant to Article 4.1 of the Phase 1 Declaration, and when recorded, the Phase 2 Declaration, except during the normal operation, maintenance, and repair of the improvements and facilities on Canal Towns Phase 1 and Canal Towns Phase 2, no structure or thing shall be placed, erected, or installed upon Canal Towns Phase 1 or Canal Towns Phase 2, respectively, and no improvements or other work (including staking; clearing, excavation, grading, and other site work; exterior alterations of existing improvements; or planting or removal of landscaping) shall take place on Canal Towns Phase 1 unless and until the Phase 2 Developer or Phase 2 Association (the "**Phase 1 Reviewer**"), has given its prior written approval for such work, and on Canal Towns Phase 2 unless and until the Phase 1 Association (the **"Phase 2 Reviewer"**), has given its prior written approval for such work. Notwithstanding the foregoing, in the event the Phase 1 Owner owns all of the Canal Towns Phase 1 Units and the Phase 2 Developer or HOI no longer own any Canal Towns Phase 2 Units, the Phase 1 Reviewer shall have no rights or obligation to approve any renovation or maintenance to the exterior of the Canal Towns Phase 1 Units performed by the Phase 1 Owner.

ARTICLE VI
GENERAL

6.1 Notice. Notices given pursuant to this Agreement will be effective only if in writing and delivered (i) in person, (ii) by courier, (iii) by reputable overnight courier guaranteeing next business day delivery, (iv) if sent on a business day during the business hours of 8:30 a.m. until 7:00 p.m., eastern time, via email, but if not acknowledged, a copy shall also be sent no later than the following business day by reputable overnight courier guaranteeing next business day delivery, or (v) by United States certified mail, return receipt requested. All notices will be directed to the other party at its address provided below or such other address as either party may designate by notice given in accordance with this Section. Notices will be effective (i) in the case of personal delivery or courier delivery, on the date of delivery, (ii) if by overnight courier, upon deposit with all delivery charges prepaid, (iii) if by email, on the date of delivery, provided that receipt is acknowledged or a copy of the notice is sent as required above, and (iv) in the case of certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. Any notice given to the Phase 1 Association and/or an owner of all or any portion of Canal Town Phase 1 shall also be sent to Canal Towns Owner, LLC, with copies to Colin Cavill (ccavill@stclairholdings.com), Jason Finley (jfinley@stclairholdings.com), and Dave Lang (dlang@stclairholdings.com). The notice addresses are as follows:

Phase 2 Developer, Phase 1 Association, and Phase 2 Association:	Simcoe at Canal Towns, LLC Attn: William Clayton Price, Manager 3448 U.S. Highway 17 South Richmond Hill, GA 31324 E-mail: Clay@hoiconstruction.com
With a copy to:	Bouhan Falligant LLP Attn: Robert B. Brannen, Jr. One West Park Avenue Savannah, Georgia 31401 E-mail: Rbrannen@Bouhan.com
And to:	Canal Towns Owner, LLC Attn: Colin Cavill 1799 Briarcliff Road, NE FRNT / Suite 133127 Atlanta, Georgia 30333
And to:	Artemis Real Estate Partners Attn: Legal Department/Lauren Lefebvre 5404 Wisconsin Avenue, Suite 1000 Chevy Chase, Maryland 20815 Email: lauren.lefebvre@artemisrep.com
And to:	Schulten Ward Turner & Weiss, LLP Attn: Brandon C. Hardy, Esq. 260 Peachtree Street NW, Suite 2700 Atlanta, Georgia 30303 Phone: 404-688-0587 Email: bhardy@swtwlaw.com

6.2 Enforcement. The obligations created hereunder shall inure to the benefit of, and may be enforced by the parties hereto and their respective successors and assigns by any means available at law or in equity.

6.3 Amendment. This Agreement may be amended by a writing signed by (i) the Phase 1 Association, (ii) the Phase 2 Developer until the Phase 2 Association is created by the Phase 2 Developer, and then by the Phase 2 Association, and (iii) any owner of ten (10) or more Canal Towns Phase 1 Units.

Amendments to this Agreement shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six 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 Agreement. If an individual or entity consents to any amendment to this

Agreement, 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.

6.4 Duration. This Agreement shall have perpetual duration. If Georgia law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Agreement shall automatically be extended at the expiration of such period for successive periods of 20 years.

6.5 Runs with Land. The provisions of this Agreement shall run with and bind title to the Phase 1 Common Areas, the Phase 1 Amenity Area, Canal Towns Phase 1, the Phase 2 Common Areas, and Canal Towns Phase 2 and all portions thereof. The covenants and obligations herein are only personal to and enforceable against the parties to this Agreement or their successors-in-title, as the case may be, owning title to the respective properties at the time any liability or claim arising under this Agreement shall have accrued; it being intended that upon the conveyance of title by any party to this Agreement, the party conveying title shall thereupon be released of any liability hereunder as to the property conveyed for any breach of this Agreement or claim arising under this Agreement accruing after the date of such conveyance.

6.6 Estoppel. Within 15 days after the written request of Phase 2 Developer, Phase 1 Association, Phase 2 Association or Phase 1 Owner or their successors in interest to the Phase 1 Common Areas, the Phase 1 Amenity Area, Canal Towns Phase 1, Phase 2 Common Areas and Canal Towns Phase 2, or their existing or proposed lenders, purchasers or investors, the remaining parties to this Agreement shall execute and deliver a commercially reasonable estoppel certificate, stating that this Agreement is in full force and effect, and there a no defaults under this Agreement, or if there are any defaults, the party executing such certificate shall specifically list them and the actions that would cure such defaults. If any party fails to timely provide such an estoppel, each other party may issue such estoppel, which shall be binding on the party who failed to provide such estoppel.

6.7 Interpretation. This Agreement shall be governed by and construed under Georgia law.

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

6.9 Severability. Invalidation of any provision of this Agreement, in whole or in part, or any application of a provision of this Agreement by judgment or court order shall in no way affect other provisions or applications.

[Signatures set forth on the following pages]

IN WITNESS WHEREOF, the undersigned have executed this Reciprocal Easement, Covenant to Share Costs and Restrictive Covenant Agreement as of the date first above written.

Signed, sealed and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public

My commission expires:

_____
[NOTARIAL SEAL]

PHASE 2 DEVELOPER:

SIMCOE AT CANAL TOWNS, LLC, a Georgia limited liability company

By: _____
William Clayton Price, as Manager

[signatures continue on following page]

Signed, sealed and delivered in the presence of:

_____
Unofficial Witness

_____
Notary Public

My commission expires:

_____

[NOTARIAL SEAL]

HOI:

HOMES OF INTEGRITY CONSTRUCTION CO., INC., a Georgia corporation

By:_____
William Clayton Price, as Chief Executive Officer

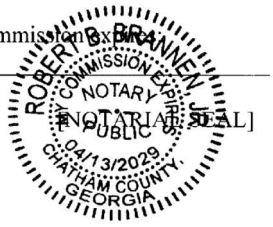
[signatures continue on following page]

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires:



[NOTARIAL SEAL]

PHASE 1 ASSOCIATION:

CANAL TOWNS PROPERTY OWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

By:
Name: William Clayton Price
Its:

[SEAL]

EXHIBIT "A"

CANAL TOWNS PHASE 1

Legal Description

All those certain lots, tracts or parcels of land situate, lying and being shown as **LOTS 1-129, INCLUSIVE, CANAL TOWNS AT SAVANNAH QUARTERS – PHASE 1** on that survey entitled, "A Major Subdivision Plat of Canal Towns at Savannah Quarters – Phase I, 8th G.M. District, Pooler, Chatham County, Georgia," prepared by Jimmy R. Toole, G.R.L.S. No. 3119, dated September 4, 2024, and recorded in Plat Book 54, page 497, Chatham County, Georgia records, said plat being incorporated herein and made a part hereof by this reference.

EXHIBIT "B"

CANAL TOWNS PHASE 2

Legal Description

All those certain lots, tracts or parcels of land situate, lying and being shown as **FUTURE DEVELOPMENT – PHASE II** on that survey entitled, "A Major Subdivision Plat of Canal Towns at Savannah Quarters – Phase I, 8th G.M. District, Pooler, Chatham County, Georgia," prepared by Jimmy R. Toole, G.R.L.S. No. 3119, dated September 4, 2024, and recorded in Plat Book 54, page 497, Chatham County, Georgia records, said plat being incorporated herein and made a part hereof by this reference.

LENDER CONSENT AGREEMENT

FOR TEN AND NO/100THS DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MORRIS BANK** ("**Lender**") as the holder of Construction Deed to Secure Debt, Security Agreement, and Fixture Filing from Simcoe at Canal Towns, LLC to Lender, dated June 15, 2022, and recorded in Deed Book 2835, Page 646, Chatham County, Georgia records (the "**Security Deed**"), consents as of April 30, 2025, to the execution, delivery and recording of the foregoing Reciprocal Easement, Covenant to Share Costs and Restrictive Covenant Agreement (the "**Agreement**") and agrees that foreclosure of the Security Deed will not terminate or affect the Agreement.

IN WITNESS WHEREOF, the Lender has caused this Lender Consent Agreement to be executed under seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Debra Hodges
Unofficial Witness

Shawna Cole
Notary Public

My commission expires:

10/17/2027

[NOTARIAL SEAL]

SHAWNA M COLE NOTARY PUBLIC Comm. Exp. 10/17/27 DODGE COUNTY, GA

LENDER:

MORRIS BANK

By:
Name: John A. Roach
Title: Market President

LENDER CONSENT AGREEMENT

FOR TEN AND NO/100THS DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **BANKSOUTH** ("**Lender**") as the holder those Security Deeds from Simcoe at Canal Towns, LLC to Lender, as follows:

(a) Security Deed, dated November 21, 2024, and recorded in Deed Book 3532, Page 582, Chatham County, Georgia records;
(b) Security Deed, dated November 21, 2024, and recorded in Deed Book 3533, Page 231, Chatham County, Georgia records;
(c) Security Deed, dated November 21, 2024, and recorded in Deed Book 3533, Page 248, Chatham County, Georgia records;
(d) Security Deed, dated November 21, 2024, and recorded in Deed Book 3533, Page 265, Chatham County, Georgia records;
(e) Security Deed, dated November 21, 2024, and recorded in Deed Book 3533, Page 481, Chatham County, Georgia records;
(f) Security Deed, dated January 23, 2025, and recorded in Deed Book 3576, Page 754, Chatham County, Georgia records;
(g) Security Deed, dated January 23, 2025, and recorded in Deed Book 3576, Page 771, Chatham County, Georgia records;
(h) Security Deed, dated January 23, 2025, and recorded in Deed Book 3576, Page 784, Chatham County, Georgia records;
(i) Security Deed, dated January 23, 2025, and recorded in Deed Book 3577, Page 52, Chatham County, Georgia records;
(j) Security Deed, dated January 23, 2025, and recorded in Deed Book 3577, Page 69, Chatham County, Georgia records;
(k) Security Deed, dated January 23, 2025, and recorded in Deed Book 3577, Page 86, Chatham County, Georgia records;
(l) Security Deed, dated January 23, 2025, and recorded in Deed Book 3577, Page 104, Chatham County, Georgia records;
(m) Security Deed, dated January 23, 2025, and recorded in Deed Book 3577, Page 362, Chatham County, Georgia records;
(n) Security Deed, dated January 23, 2025, and recorded in Deed Book 3577, Page 379, Chatham County, Georgia records; and
(o) Security Deed, dated January 23, 2025, and recorded in Deed Book 3577, Page 396, Chatham County, Georgia records; (the "**Security Deeds**")

consents as of April 30, 2025, to the execution, delivery and recording of the foregoing Reciprocal Easement, Covenant to Share Costs and Restrictive Covenant Agreement (the "**Agreement**") and agrees that foreclosure of the Security Deeds will not terminate or affect the Agreement.

IN WITNESS WHEREOF, the Lender has caused this Lender Consent Agreement to be executed under seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires:

11/12/2028

[NOTARIAL SEAL]

CONNIE S GEORGE
NOTARY PUBLIC
CHATHAM COUNTY, GEORGIA
My Commission Expires
11/12/2028

LENDER:

BANKSOUTH

By:
Name: Laura M. Moore
Title: Senior Vice President

4896-3842-4380, v. 1