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Rebecca J. Walden
Clerk of Superior Court, Glynn County, GA
eFile Participant IDs: 9998549645

Participant ID: 9998549645

Parcel Nos.: 02-00046, 03-27883, 03-27899, 03-27900,
03-27901

Please return to:
Turner & Anderson, P.C.
Attorneys at Law
4396 Earney Road
Woodstock, GA 30188

CORRECTIVE LIMITED WARRANTY DEED
Deed Service Only / No Certification as to Title

State of Georgia
County of Glynn

THIS INDENTURE, made as of the 18th day of September, 2024, between Dianne Helliwell Peters and Martin Ralph Peters, II, as parties of the first part ("Grantor"), and Dianne H. Peters and her successors in Trust, as Trustee of the Diane H. Peters Living Trust Dated February 21, 2024, as to an undivided fifty percent (50%) interest, and Martin R. Peters and his successors in Trust, as Trustee of the Martin R. Peters Living Trust Dated February 21, 2024, as to an undivided fifty percent (50%) interest, as parties of the second part ("Grantee"), the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits.

WITNESSETH:

WITNESSETH that the said Grantor for and in consideration of the sum of One Dollar (\$1.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Grantee:

SEE THE ATTACHED EXHIBIT "A" FOR A COMPLETE AND ACCURATE DESCRIPTION OF THE SUBJECT PROPERTY. SAID EXHIBIT "A" IS INCORPORATED HEREIN BY REFERENCE THERETO.

The purpose of this Corrective Limited Warranty Deed is to correct and clarify, in its entirety, the restrictive covenants contained in that certain Limited Warranty Deed from Dianne Helliwell Peters and Martin Ralph Peters, II to Dianne H. Peters and her successors in Trust, as Trustee of the Diane H. Peters Living Trust Dated February 21, 2024, as to an undivided fifty percent (50%) interest, and Martin R. Peters and his successors in Trust, as Trustee of the Martin R. Peters Living Trust Dated February 21, 2024, as to an undivided fifty percent (50%) interest, dated February 21, 2024, and recorded February 22, 2024 in Deed Book 4937, Page 427, Glynn County, Georgia deed records, by substituting the correct restrictive covenants which are attached hereto and made a part hereof as Exhibit "B-2".

This is the same property as was conveyed from ADE 1053, LLC to Dianne Helliwell Peters and Martin Ralph Peters, II by limited warranty deed dated December 28, 2022, and recorded January 6, 2023, in Deed Book 4781, Page 142, Glynn County, Georgia deed records; and the same property as was conveyed from ADE 1053, LLC to Dianne Helliwell Peters and Martin Ralph Peters, II by corrective deed dated September 18, 2024, and recorded September 18, 2024, in Deed Book 5022, Page 215, Glynn County, Georgia deed records.

This conveyance is made subject to all restrictive covenants and easements of record in so far as the same may lawfully affect the above described property..

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being belonging, or in anyway appertaining, to the only proper use, benefit and behoof of the Grantee forever in **FEE SIMPLE**.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

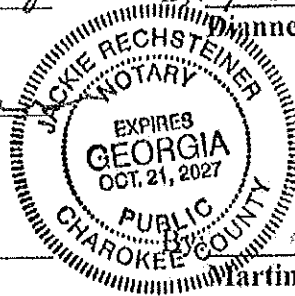
Signed, sealed and delivered
in the presence of:

“GRANTOR”

James R. Christy
Witness

By: Deanne Peters
Deanne Helliwell Peters

Jackie Rechsteiner
Notary Public



Mark Pen
Witness

Martin Ralph Peters, II

Carson Oakley
Notary Public

CARSON OAKLEY
Carson O. Penton
NOTARY PUBLIC
Paulding County
State of Georgia
My Comm. Expires Aug 23, 2025

Exhibit "A"

Legal description for the Limited Warranty Deed from RLF Klingeland Properties, LLC, as First Party, to ADE 1053, LLC, as Second Party

Tax Parcel 02-00046

All that certain lot, tract or parcel of land situate, lying and being in the 26th G.M. District, Glynn County, Georgia as shown on that certain plat of survey entitled "Boundary Survey 41.321 Acres, Boone-Driggers Tract" prepared by Thomas & Hutton, certified by Wright C. Powers, Jr., Georgia Registered Land Surveyor No. 2612, recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia in Plat Book 35, Page 383, AS ALL OF THE 41.321 ACRES shown thereon.

Reference is hereby made to said plat for further description and identification of said real property and for all other purposes.

AND

Tax Parcel 03-27883

All that certain lot, tract or parcel of land situate, lying and being in the 26th G.M. District, Glynn County, Georgia as shown on that certain plat of survey entitled "An Expedited Subdivision Plat of Coastal Estates Being Parcel D (78.960 AC.) of the Remaining Portion of Tract R-4 Golden Isles Gateway Tract" prepared by Thomas & Hutton, certified by Wright C. Powers, Jr., Georgia Registered Land Surveyor No. 2612, recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia in Plat Book 35, Page 427, AS ALL OF LOT 4D CONTAINING 29.312 ACRES.

Reference is hereby made to said plat for further description and identification of said real property and for all other purposes.

AND

Tax Parcel 03-27899

All that certain lot, tract or parcel of land situate, lying and being in the 26th G.M. District, Glynn County, Georgia as shown on that certain plat of survey entitled "An Expedited Subdivision Plat of Coastal Estates Being Parcel D (78.960 AC.) of the Remaining Portion of Tract R-4 Golden Isles Gateway Tract" prepared by Thomas & Hutton, certified by Wright C. Powers, Jr., Georgia Registered Land Surveyor No. 2612, recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia in Plat Book 35, Page 427, AS ALL OF LOT 3D CONTAINING 27.193 ACRES.

Reference is hereby made to said plat for further description and identification of said real property and for all other purposes.

AND

Tax Parcel 03-27900

All that certain lot, tract or parcel of land situate, lying and being in the 26th G.M. District, Glynn County, Georgia as shown on that certain plat of survey entitled "An Expedited Subdivision Plat of Coastal Estates Being Parcel D (78.960 AC.) of the Remaining Portion of Tract R-4 Golden Isles Gateway Tract" prepared by Thomas & Hutton, certified by Wright C. Powers, Jr., Georgia Registered Land Surveyor No. 2612, recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia in Plat Book 35, Page 427, AS ALL OF LOT 2D CONTAINING 11.294 ACRES.

Reference is hereby made to said plat for further description and identification of said real property and for all other purposes.

AND

Tax Parcel 03-27901

All that certain lot, tract or parcel of land situate, lying and being in the 26th G.M. District, Glynn County, Georgia as shown on that certain plat of survey entitled "An Expedited Subdivision Plat of Coastal Estates Being Parcel D (78.960 AC.) of the Remaining Portion of Tract R-4 Golden Isles Gateway Tract" prepared by Thomas & Hutton, certified by Wright C. Powers, Jr., Georgia Registered Land Surveyor No. 2612, recorded in the office of the Clerk of the Superior Court of Glynn County, Georgia in Plat Book 35, Page 427, AS ALL OF LOT 1D CONTAINING 11.161 ACRES.

Reference is hereby made to said plat for further description and identification of said real property and for all other purposes.

End of Legal Description.

Exhibit "B-1"

Exceptions for the Limited Warranty Deed from
RLF Kingsland Properties, LLC, as First Party, to ADE 1053, LLC, as Second Party

1. Zonings;
2. General utility, sewer, and drainage easements of record as of October 31, 2022, and upon which the improvements (other than any driveway or walkway) do not encroach; and
3. Declarations of covenants, conditions and restrictions of record as of October 31, 2022, and the restrictive covenants attached as Exhibit "B-2".

Exhibit B-2

RESTRICTIVE COVENANTS FOR
COASTAL ESTATES
and
BOONE-DRIGGERS TRACT
GLYNN COUNTY, GEORGIA

The real property described and conveyed under this Deed (the "Property") is shown on the following plats:

A. The subdivision plat entitled "An Expedited Subdivision Plat of Coastal Estates Being Parcel D (78.960 AC.) of the Remaining Portion of Tract R-4 Golden Isles Gateway Tract" prepared by Thomas & Hutton Surveying, LLC dated February 11, 2022 and recorded March 17, 2022 in the office of the Superior Court of Glynn County, Georgia in Plat Book 35 at Page 427 (the "Coastal Estates Plat"), and

B. The survey entitled "Boundary Survey 41.321 Acres Boone-Driggers Tract" prepared by Thomas & Hutton Surveying, LLC dated August 31, 2021 and recorded February 9, 2022 in the office of the Superior Court of Glynn County, Georgia in Plat Book 35 at Page 383 (the "Boone-Driggers Plat").

The Property is sold and conveyed subject to the following restrictive covenants ("Restrictive Covenants"), which are covenants running with the land, established and placed by First Party and agreed to by Second Party, and are binding upon Second Party and its successors-in-title with respect to the Property:

1. **Covenant Regarding PD Text.** Second Party may exercise the rights as owner of the Property in the Glynn County Planned Development District zoning text for The Golden Isles Gateway (the "PD Text") to the number of Residential Dwelling Units (Single Family) that are available under current zoning only up to a maximum of seventy-five (75) Residential Dwelling Units. First Party makes no representations or warranties as to the actual number of Residential Dwelling Units feasible on the Property on and from the date of conveyance of the Property to any time in the future.

2. **Private Drainage Easement Applicable to Lot 2D and Lot 3D, Coastal Estates Plat.** On the Coastal Estates Plat, First Party declared, created, reserved, and established the 100-foot Private Drainage Easement in the location shown (the "Private Drainage Easement"). The Private Drainage Easement is for the benefit of Parcel C as shown on that certain plat entitled "A Division of the Remaining Portion of Tract R-4 Golden Isles Gateway Tract", recorded August 2, 2021 in Plat Book 35 Page 249, Glynn County, Georgia and is a nonexclusive, perpetual easement for drainage, a drainage ditch, and maintenance of the drainage ditch on, under or across Lot 2D and Lot 3D in the area marked "100' Private Drainage Easement". The Private Drainage Easement shall encompass, without limitation, easements for the maintenance and use of the drainage ditch and necessary related facilities, if any, now existing or in the future installed.

3. **Permitted Use.** The development and use of the Property is limited to development

consistent with a single-family residential dwelling and recreational use permitted under applicable law; however, there is no requirement that a dwelling be actually constructed on the Property.

4. **Tree Buffer to U.S. Highway 17.** As to Lot 1D and Lot 4D on the Coastal Estates Plat, no trees within a 60-foot buffer along the boundary of said lots with U.S. Highway 17 may be cut or endangered, except that dead trees or trees creating a hazardous or unsafe condition, or trees having a circumference of less than eight inches, may be cut.

5. **Binding Effect.** These restrictions are and shall be and constitute covenants running with the land which shall be binding upon and inure to the benefit of First Party, Second Party, and their respective heirs, estates, executors, legal representatives, transferees, assigns, and successors in title, including but not limited to any current or future owner of the Property. These restrictions shall also inure to the benefit of the owners of the other Lots on the Coastal Estates Plat, if any, who may directly enforce these restrictions.

6. **Enforcement.** Should any of the restrictions be violated or breached, after notice of such violation or breach has been given to Second Party, the beneficiaries of these restrictions and their successors and assigns shall be entitled to all legal and equitable relief. Specifically, the restrictions shall be enforceable by specific performance and injunctive relief, it being agreed that any remedy at law for a breach of any of the restrictions shall not be adequate. Should a person or entity (the "breaching party") breach these restrictions and a person or entity in whose benefit such obligations run retain an attorney to enforce its rights under these Restrictive Covenants (the "enforcing party"), then the enforcing party shall be entitled to recover from the breaching party reasonable attorneys' fees and costs of litigation generally which are actually incurred, whether suit be brought or not and whether on appeal or not.

7. **Severability.** The provisions of these Restrictive Covenants, and any sub-parts, phrases, or clauses thereof, are severable in all respects. All rights, powers and remedies provided in these Restrictive Covenants may be exercised only to the extent that the exercise does not violate applicable law and shall be limited to the extent necessary to render this Deed valid and enforceable. If any term, provision, covenant or agreement contained in these Restrictive Covenants or the application of these Restrictive Covenants to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, including but not limited to with respect to scope or duration, such restriction shall be judicially modified by such court to be as restrictive as applicable law allows, but not more restrictive than as originally set forth in these Restrictive Covenants, and further, such holding shall not affect the validity of the remainder of this Deed or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable.

8. **Time is of the Essence.** Time is of the essence with respect to these Restrictive Covenants.

9. **No Waiver.** The failure of the beneficiaries of these Restrictive Covenants or their successors and assigns to exercise any right given under these Restrictive Covenants or to insist upon strict compliance with any term, condition or covenant specified in these Restrictive Covenants, shall

not constitute a waiver of the beneficiaries' right to exercise such right or to demand strict compliance with any such term, condition or covenant under these Restrictive Covenants.

10. Interpretation. These Restrictive Covenants shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to any rule of interpretation construing any provision more strictly against the drafter.

[End of Exhibit "B-2" and Deed]