

GENERAL RELEASE AND SETTLEMENT AGREEMENT

2024 THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into effective as of the 18th day of January, 2023, by and between CRP EAH ORR, L.L.C., a Delaware limited liability company (hereinafter referred to as the "Declarant"), and HARLOW HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation (hereinafter referred to as the "Association") (Declarant and the Association are sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties").

RECITALS

WHEREAS, Declarant was the Declarant under that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Harlow, which was recorded on July 20, 2016 in Deed Book 56382, Page 70, *et seq.*, Fulton County, Georgia land records (as amended and/or supplemented from time to time hereinafter referred to as, the "Declaration"); and

WHEREAS, the Association is a nonprofit corporation organized under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, Declarant had the authority to appoint and remove the officers and directors of the Association, and as of the date of this Agreement, such right has terminated, and the members of the Association have elected a Board of Directors; and

WHEREAS, the directors appointed by Declarant have delivered to the member-elected Board of Directors of the Association all records, books, and accounts of the Association that were in possession of such directors; and

WHEREAS, the Parties desire to enter into this Agreement in order to provide for the complete satisfaction of any and all rights and obligations of Declarant and the Association and settle any and all claims, demands, and causes of actions that exist or may exist between the Parties hereto;

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Payment by Declarant. In consideration of the release set forth below in Paragraph 3 of this Agreement, the Declarant shall make a one-time payment to the Association in the amount of \$170,000.00 for various costs presented to the Declarant by the Board of Directors of the Association, which payment shall be made within thirty (30) days of the execution of this Agreement by the last party to execute the same.

2. Release by Declarant. In consideration of the release set forth below in Paragraph 3 of this Agreement, the Declarant hereby releases the Association of and from any and all debts or obligations of the Association to Declarant, including, without limitation, the Association's indebtedness to the Declarant in the amount of \$227,855.97, such that the Association is fully and unconditionally released and forever discharged of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, liabilities, claims, demands, damages, loss, attorney's fees, cost or expense of any nature whatsoever, known or unknown, fixed or contingent, or otherwise now existing or hereafter arising which Declarant has, may have, or may claim to have against the Association, with respect to any promissory note, debt or financial obligation of the Association held by Declarant.

3. Release by Association. In consideration of the payment and release set forth above in Paragraphs 1 and 2 of this Agreement, the Association does hereby release, remise, quitclaim and forever discharge Declarant and its principals, affiliates, officers, directors, employees, agents, attorneys, servants, successors, heirs, representatives and assigns ("Released Parties") of and from any and all claims, demands, obligations, charges, actions, causes of action, damages, costs and expenses (including, without limitation, attorney's fees), whether known or unknown, which the Association has, may have, or may claim to have against the Released Parties arising from the beginning of time through and including the date of this Agreement which are in any way related to the Harlow community, including, without limitation, any claims, demands, obligations, charges, causes of actions, damages, costs and expenses arising out of or relating in any way to the development of the Harlow community, the condition of the Common Property, and the actions or inactions of the directors and officers of the Association appointed by Declarant (the "Released Claims"). The Association hereby acknowledges and agrees that acceptance of the above mentioned consideration and execution of this Agreement is a complete and final bar to any and all claims, demands, causes of action, or suits against the Released Parties in any manner involving, concerning or relating to the Harlow community; and this Agreement forever and finally compromises, settles and terminates any and all disputes, claims, losses, damages, costs, expenses and fees of whatever nature, in any manner arising out of, growing out of, connected with or in any manner involving, concerning or relating to the claims, demands, or obligations, or causes of action, concerning or relating to the Harlow community.

Notwithstanding anything herein to the contrary, the Parties acknowledge that the Released Claims shall not include claims by Owners (as defined in the Declaration) for those portions of the Units (as defined in the Declaration) which Owners are responsible to maintain, repair, or replace under the terms of the Declaration. The Parties further acknowledge that the Released Claims shall include claims for those portions of the Units which the Association is responsible to maintain, repair, or replace under the terms of the Declaration. Further, the release set forth herein by the Association shall not be binding on Owners for any claims that Owners may have individually against Declarant.

4. No Admission of Liability. The Parties hereby agree that the Agreement reached between them does not and shall not be construed as an admission of liability or misconduct or admission against interest by any Party hereto. No Party to this agreement admits any fault or wrongdoing in any manner and, in fact, all expressly deny same.

5. Intention of the Parties. It is the intention of the Parties that this Agreement shall be effective as a full and final accord and release of each and every Released Claim. The Parties acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the Released Claims, but it is their intention to fully and finally and forever settle and release any and all matters, disputes and differences known or unknown, suspected or unsuspected, which do now exist with respect to any acts or failure to act on the part of the Parties with respect to the Released Claims.

6. Complete Understanding of Terms of this Agreement; No Inducement. The Parties hereto acknowledge that they have read and fully understand the terms of this Agreement and have consulted such advisors as they have deemed necessary, and that they have entered into this Agreement knowingly and voluntarily, of their own free will, without any pressure or coercion from any person. This Agreement was negotiated among the Parties, and for purposes of construction, no Party will be deemed to be the primary drafter.

7. Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals of this Agreement. To facilitate execution of this Agreement, the parties may exchange by electronic mail (e-mail) portable document format (pdf) counterparts of the signature page, which shall be effective as original signature pages for all purposes.

8. Authorization. The Parties represent and warrant that the individuals signing for any Party have authority and are authorized by said entity to sign this document on the entity's behalf, and that all approvals necessary for such signatures have been obtained.

9. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of Georgia.

10. Successors and Assigns. This document and the agreements contained herein shall be binding upon and inure to the benefit of the Parties, their successors, heirs and assigns.

11. Entire Agreement. This written document represents the entire agreement of the Parties with respect to the subject matter hereof. The Parties declare that no promise, inducement or agreement not expressly set out or incorporated herein has been made to the Parties.

12. Modification. This Agreement may not be modified, superseded, or otherwise voided, either partially or totally, in any manner or fashion unless it is made in writing and signed by all the Parties hereto.

13. Delivery. No Party to this Agreement shall be bound hereby until fully executed counterparts of this Agreement have been executed by and delivered to each Party by all other Parties.

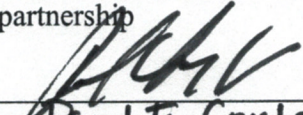
14. Severability. If any portion of this Agreement is void or deemed unenforceable for any reason, the unenforceable portions shall be deemed severed from the remaining portions of this Agreement, which shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the date set forth above:

DECLARANT:

EA HOMES, LP, a Delaware limited partnership

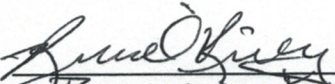
By:
Print Name:
Title:

 (SEAL)
Paul E. Corley, Jr.
Regional President

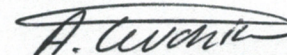
ASSOCIATION:

HARLOW HOMEOWNERS ASSOCIATION, INC., a Georgia nonprofit corporation

By:
Print Name:
Title:


RICHARD KIRBY
President

Attest:
Print Name:
Title:

 for Brian Berman
Andrei Levchik
Secretary

[CORPORATE SEAL]