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Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA

Upon recording, please return to:
Louis M. Oliverio, Esq.
Dinsmore & Shohl, LLP
1300 Six PPG Place
Pittsburgh, Pennsylvania 15222

Cross-Reference:
Deed Book 55119, Page 596
Gwinnett County, Georgia Records
Deed Book 58223, Page 384
Gwinnett County, Georgia Records
Deed Book 55119, Page 699
Gwinnett County, Georgia Records
Deed Book 57827, Page 658
Gwinnett County, Georgia Records
Deed Book 8964, Page 474-564
Hall County, Georgia Records
Deed Book 8964, Page 565-576
Hall County, Georgia Records
Plat Book 00152, Page 00270
Gwinnett County, Georgia Records
Plat Book 0000, Page 452-454
Hall County, Georgia Records

STATE OF GEORGIA

COUNTY OF GWINNETT

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THE COVERED BRIDGE AT CHÂTEAU ÉLAN
(Brookstone Village at Chateau Elan
F.K.A. Creekside Village at Chateau Elan, Phase 2)**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE COVERED BRIDGE AT CHÂTEAU ÉLAN (this "Supplemental Declaration") is made this 21st day of October, 2021, by Fountainhead Residential Development, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant").

WITNESETH:

WHEREAS, Fountainhead Residential Development, LLC, prepared and filed of record that certain Declaration of Covenants, Conditions, and Restrictions for Covered Bridge at Château Élan in Deed Book 55119, Page 596, *et seq.*, in the Office of the Clerk of the Superior Court of

Gwinnett County, Georgia, as amended and restated by that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Covered Bridge at Château Élan recorded at Deed Book 58223, Page 384, in the Office of the Clerk of the Superior Court of Gwinnett County, Georgia, and at Deed Book 8964, Page 474, *et seq.*, in the Office of the Clerk of the Superior Court of Hall County, Georgia (herein referred to as the "Declaration");

WHEREAS, pursuant to the terms of Section 7.1 of the Declaration, the Declarant may submit a certain portion of the Additional Property described on Exhibit "B" of the Declaration to the terms of the Declaration;

WHEREAS, pursuant to the terms of Section 7.5 of the Declaration, the Declarant may submit any portion of the Properties to additional covenants and easements to reflect the different character and intended use of the property;

WHEREAS, pursuant to Section 3.3 of the Declaration, the Declarant may establish Neighborhoods within the Properties by Supplemental Declaration;

WHEREAS, the real property described on Exhibit "A" attached hereto and as situated Duncan's G.M.D. 1749 of the Town of Braselton, Gwinnett County, Georgia, and Clinchem G.M.D. 392 of Hall County, Georgia ("Brookstone Village at Chateau Elan") is a portion of that certain Additional Property described on Exhibit "B" to the Declaration; and

WHEREAS, the Declarant desires to submit Brookstone Village at Chateau Elan to the terms of the Declaration and to the additional covenants and easements set forth herein.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A", hereof, located in both Gwinnett County, Georgia, and Hall County, Georgia, to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. Declarant further submits Brookstone Village at Chateau Elan to the provisions of that certain Amended and Restated Declaration of Covenants and Easements for Covered Bridge at Chateau Elan and Woodlands at Chateau Elan (the "Declaration of Easements") recorded at Book 57827, Page 658, in the Office of the Clerk Superior Court of Gwinnett County, Georgia, and at Book 8964, Page 565 the Office of the Clerk of Superior Court of Hall County, Georgia, pursuant to Article II and Section 4.9(a) of the Declaration of Easements. The provisions of this Supplemental Declaration shall be binding upon Covered Bridge at Château Élan Owners Association, Inc., in accordance with the terms of the Declaration and the Declaration of Easements and upon the Woodlands at Chateau Elan Owners Association, Inc., in accordance with the terms of the Declaration of Easements.

ARTICLE 1
Definitions

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference. All capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Declaration.

ARTICLE 2
Neighborhood Designation

Brookstone Village at Chateau Elan shall be designated as a Neighborhood which shall be known as Brookstone Village at Chateau Elan.

ARTICLE 3
Maintenance and Architectural Standards

Any Owner desiring to make any alteration or modification to any exterior portion of a Lot, including any structure or any improvement, within Brookstone Village at Chateau Elan must obtain the prior written approval of the ARB in accordance with Article 9 of the Declaration. All Owners of Lots within Brookstone Village at Chateau Elan acknowledge and agree that in order to protect the aesthetic nature, Community-Wide Standard, and character of this Neighborhood, the Design Guidelines will be strictly applied and the ARB may disapprove any and all such requests, regardless of whether the ARB or any other reviewing authority has approved a similar request anywhere within the Properties or within the "adjacent developments", as such term is defined in Section 7.3 of the Declaration.

To further protect the aesthetic nature and character of Brookstone Village at Chateau Elan, the Association shall regularly contract with a landscaping company to perform routine landscaping services within the boundaries of each Lot. The Board at its sole discretion shall determine the items to be included in the landscaping contract, and such service will be provided and maintenance performed to the satisfaction of the Board. All other landscaping and maintenance not covered as part of routine landscaping services contract shall be the responsibility of each Owner as to such Owner's Lot. The Association shall not be responsible for any damage to the Lots or dwellings thereon caused by any tree roots or for any damage to Lots due to shading caused by trees and shrubs. Each Owner shall be permitted to provide any additional services beyond the scope of those provided by the Association if so desired. All costs associated with such maintenance shall be a Neighborhood Expense assessed as a Neighborhood Assessment against the Lots within Brookstone Village at Chateau Elan. Owners shall not be permitted to "opt-out" of receiving the services or of paying the Neighborhood Assessment because consistency in lawn maintenance is essential to the overall aesthetic nature and character of the Neighborhood. The Association's obligations pursuant to this Article shall commence as to each Lot within Brookstone Village at Chateau Elan on the date upon which the Association is notified in writing or otherwise discovers that ownership of the Lot has transferred from a Builder to the initial owner of the Lot. Notwithstanding anything to the contrary herein, the Association reserves the right to require that Owners maintain those portions of the Lot located inside any fenced area, courtyard, or other enclosed patio or similar area. The Association shall not be responsible for maintaining additional landscaping, if any, installed by any Owner without the approval of the ARB. Owners

shall submit a modification request for any modifications to the landscaping on the Lot other than annual plantings for seasonal color.

The Neighborhood shall contain Private Streets that shall be maintained by the Association as a Common Expense.

ARTICLE 4

Use Easement for Lots 309-327

Pursuant to Section 7.5 of the Declaration, Declarant reserves, creates, establishes, promulgates and declares a non-exclusive, perpetual, appurtenant easement over each of Lots 309 to 327 (the "**Burdened Lot**" with the Owner thereof, the "**Burdened Lot Owner**"), for the benefit of the Owner of the adjacent Lot (the "**Benefitted Lot**" with the Owner thereof, the "**Benefitted Lot Owner**"), an easement of encroachment of a minimum five (5') feet (with actual dimension to be depicted on that certain Final Plat for the Brookstone Village at Chateau Elan recorded in Plat Book ~~00162~~, Pages ~~00270~~, Gwinnett County, Georgia, and Plat Book ~~880~~, Pages ~~452-454~~, Hall County, Georgia, Public Records, prepared for Fountainhead Residential Development, LLC by Susan S. Anderson (Georgia R.P.L.S. # 2933) of Atlas Technical Consultants, LLC, (the "**Brookstone Plat**") depicting the Benefitted Lot and Burdened Lot) on the side of the Lot that is appropriate for side yard use by the Owner of the Benefitted Lot (as determined by the Declarant during the Development Period in writing in the event of any doubt) (the "**Use Easement**", with such area of the Use Easement defined as the "**Use Easement Area**") to permit the Owner of the Benefitted Lot to enter the Burdened Lot for purposes of (i) having enhanced access to the dwelling upon the Benefitted Lot and (ii) conducting landscaping activities and fencing upon the Benefitted Lot and upon the Use Easement Area. The Use Easement is further described on the Plat and depicted for each applicable Lot on the Plat. Additionally, the following terms shall apply to the Use Easements:

(a) The Benefitted Lot Owner shall have the right to use the Use Easement for landscaping, fencing (as approved by the ARB), and as a general recreational and garden area. The Benefitted Lot Owner shall have (i) the obligation to maintain the Use Easement Area for such purposes and (ii) an easement for ingress and egress in furtherance of such activities.

(b) The Benefitted Lot Owner shall not use the Use Easement Area for any other use except as specifically provided herein, including, without limitation, for constructing any Improvements (except fencing).

(c) The Burdened Lot Owner shall have the right at all reasonable times to enter the Use Easement Area, including crossing the Benefitted Lot for such entry, to perform work related to usage of the Burdened Lot. The Benefitted Lot Owner shall provide access to the Burdened Lot Owner including access into any fenced area as reasonably necessary for the Burdened Lot Owner to access the Use Easement Area.

(d) The Burdened Lot Owner shall have the right to drainage over, across, and upon the Use Easement Area for water resulting from the normal usage of the Lot by the Burdened Lot Owner, and the Benefitted Lot Owner shall maintain the Use Easement Area in such manner that will not interfere with such drainage.

(e) The Benefitted Lot Owner shall not attach any object (except fencing) to a wall, building, or other Improvement upon the Burdened Lot.

(f) The Benefitted Lot Owner, except as otherwise provided herein, shall have the exclusive use of the surface of the Use Easement Area subject to the rights of any other easement holders, including, without limitation, the Association or the Declarant and subject to minor encroachments, if any, existing at the time of the creation of the Use Easement, including, without limitation, overhangs, eaves, basement window walls, and other such items, over the Use Easement Area that are part of the dwelling situated upon the Burdened Lot.

(g) Generally, by way of illustration and not limitation, the Use Easement shall run from the front corner of the adjoining Burdened Lot to the back corner of the Burdened Lot and the width of such easement shall commence from the wall of the dwelling on the Burdened Lot and continue to the property line with the Benefitted Lot.

ARTICLE 5

Amendment to Supplemental Declaration

5.1 By Declarant and by the Board. This Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Section 15.2(a) of the Declaration. This Supplemental Declaration may be amended by the Board in accordance with Section 15.2(b) of the Declaration.

5.2 By Members. After Class "B" Termination (as defined in the Declaration) and in addition to the requirements of Section 15.2(c) of the Declaration with respect to amendment by Members, any amendment to this Supplemental Declaration shall also require the written consent or affirmative vote, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to the Lots within Brookstone Village at Chateau Elan. Notwithstanding anything to the contrary contained herein, this Supplemental Declaration shall not be amended with respect to annexation of Brookstone Village at Chateau Elan pursuant to the Declaration of Easements except by the Declarant.

ARTICLE 6

Declaration

Except as specifically amended hereby, the Declaration and Declaration of Easements and all terms thereof shall remain in full force and effect.

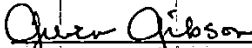
[SIGNATURES APPEAR ON NEXT PAGE].

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

Signed, sealed and delivered
in the presence of:

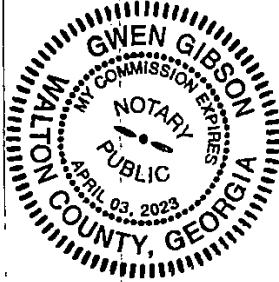


Witness



Notary Public

[NOTARY SEAL]



DECLARANT:

Fountainhead Residential Development, LLC,
a Georgia limited liability company


By:  [SEAL]
Name: Josh Brewster
Title: CEO

EXHIBIT "A"

Legal Description of Brookstone Village at Chateau Elan

ALL THAT TRACT or parcel of land lying and being in Duncan's G.M.D. 1749 of the Town of Braselton, Gwinnett County, Georgia, and Clinchem G.M.D. 392 of Hall County, Georgia, being more particularly described as Lots 164-168, Lots 268-279, and Lots 281-327 on that certain Final Plat for the Brookstone Village at Chateau Elan recorded in Plat Book ~~00152~~, Pages ~~00170~~, Gwinnett County, Georgia, and Plat Book ~~880~~, Pages ~~452-454~~, Hall County, Georgia, Public Records, prepared for Fountainhead Residential Development, LLC by Susan S. Anderson (Georgia R.P.L.S. # 2933) of Atlas Technical Consultants, LLC.