DEED B: 57827 P: 00568
09/04/2020 03:07:36 PM Pgs: 90 Fees: $ 25.00
Richard T. Alexander, Jr., Clerk of Superior Court
Gwinnett County, Georgia

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COVERED BRIDGE AT CHÂTEAU ÉLAN

AMENDING AND RESTATING THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVERED BRIDGE AT CHATEAU ELAN RECORDED AT DEED BOOK 55119, PAGE 596, GWINNETT COUNTY, GEORGIA, REAL ESTATE RECORDS

Town of Braselton

Gwinnett County, Georgia and Hall County, Georgia

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

Cross References (to Gwinnett County Georgia Records):
Plat Book 139, Page 111
Deed Book 55119, Page 596
Deed Book 55119, Page 699(Cost Sharing)

90/25

TABLE OF CONTENTS

EXHIBITS

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COVERED BRIDGE AT CHATEAU ELAN (this "Declaration") is made to be effective upon the date of recording (the "Effective Date") by Fountainhead Residential Development, LLC, a Georgia limited liability company (the "Declarant").

WHEREAS, the Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Covered Bridge at Chateau Elan, recorded at Deed Book 55119, Page 596, Gwinnett County, Georgia, real estate records ("Original Declaration"), to govern the real property described on Exhibit "A," which is attached hereto and incorporated herein by reference (the "Properties");

WHEREAS, pursuant to Section 15.2(a)(i) of the Declaration, Declarant reserved the right to alter, modify and change the within covenants, from time to time;

WHEREAS, Declarant believes that the Properties shall benefit from the covenants, easements, restrictions, charges, liens and agreements established herein for the purpose of governing the improvement, use, enjoyment, occupancy and ownership of the Properties described herein; and

WHEREAS, in order to implement the aforesaid purposes and intentions, Declarant deems it necessary to amend and restate the Declaration and establish this Declaration and to record the same in both Gwinnett County, Georgia, and Hall County, Georgia.

NOW THEREFORE, in consideration of the premises and of the benefits to be derived by the Declarant and accruing to the Properties described herein, Declarant does hereby declare that the Properties are hereby subject to this Declaration and henceforth shall be owned, held, transferred, sold, conveyed, occupied, used and mortgaged or otherwise encumbered subject to this Declaration and the Properties described herein shall be subject to the covenants, restrictions, easements, agreements, charges and liens provided for in this Declaration. This Declaration shall be binding upon all persons claiming under and through the Declarant, and their grantees and successors in title to any portion of the Properties described herein. Every grantee of an interest in any property now or hereafter made subject to this Declaration, by acceptance of a Deed or other conveyance of such interest, whether or not (a) expressed in such conveyance, (b) signed by the grantee, or (c) otherwise consented to in writing by such grantee, shall take such property subject to and be bound by this Declaration and be deemed to have accepted and assented to all of the terms, conditions and provisions set forth in this Declaration.

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COVERED BRIDGE AT CHÂTEAU ÉLAN

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (**"Declaration"**) is made as of the date set forth on the signature page hereof by Fountainhead Residential Development, LLC, a Georgia limited liability company (the **"Declarant"**).

Declarant is the owner of the real property described on Exhibit "A," which is attached hereto and incorporated by reference. This Declaration imposes upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of the Owners of each portion of the Properties. This Declaration also establishes a flexible and reasonable procedure for (a) the overall development, administration, maintenance and preservation of the Properties, and (b) the maintenance of open spaces, landscaping, and other Common Areas and Improvements located on the Properties. To achieve these purposes, Declarant desires to subject the Properties to the covenants, conditions, restrictions, easements, and liens hereinafter set forth. In furtherance of such plan, this Declaration provides for the creation of Covered Bridge at Château Élan Owners Association, Inc., to own, operate and maintain Common Areas and to administer and enforce the provisions of this Declaration, the By-Laws, and the Design Guidelines (capitalized terms are defined in Article 1 below).

Declarant hereby declares that all of the property described in Exhibit "A" and any Additional Property subjected to this Declaration by Supplemental Declaration shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner of any portion of the Properties.

This document does not and is not intended to create a condominium within the meaning of the O.C.G.A. §44-3-70, et seq. nor a property owners' development within the meaning of the O.C.G.A. §44-3-220, et seq.

ARTICLE 1: DEFINITIONS

The terms in this Declaration and in the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 "Additional Property": All of that certain real property which is more particularly described on Exhibit "B", which is attached and incorporated herein by this reference, and which real property is subject to annexation to the terms of this Declaration in accordance with Article 7.

1.2 "Adjacent Property" or "Adjacent Properties": Any real property and any Improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, which may, but shall not be required to include property adjacent to the Properties, including, by way of example and not limitation, gates, covered bridges, buffer areas, open spaces, green spaces, The Woodlands at Château Elan, the Legends at Chateau Elan, Executive Estates at Chateau Elan, Country Estates, all or any portion of any Private Amenity, and that is designated as "Adjacent Property" at any time by the Declarant in a

recorded instrument. Adjacent Property shall not be required to be subject to this Declaration and shall not constitute Lots nor Common Areas as defined in this Declaration. The Association shall be responsible to maintain the Adjacent Property as a Common Expense but shall not have any ownership or control rights of any kind over the same. Areas may be designated and/or removed from designation as Adjacent Property at any time by the Declarant.

1.3 "ARB": The review board and applicable committees appointed pursuant to Section 9.2 hereof with the rights and obligations conferred upon such review board pursuant to this Declaration.

1.4 "Area of Common Responsibility": The Common Area, together with any additional areas for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, any Cost Sharing Agreement or other applicable covenant, contract, or agreement.

1.5 "Articles of Incorporation" or "Articles": The Articles of Incorporation of Covered Bridge at Château Élan Owners Association, Inc. as filed with the Georgia Secretary of State, as they may be amended and restated.

1.6 "Association": Covered Bridge at Château Élan Owners Association, Inc., a Georgia corporation (its successors and/or assigns).

1.7 "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and serving as the board of directors under Georgia corporate law.

1.8 "Builder": Any Person approved by the Declarant in its sole and absolute discretion who (i) purchases one or more Lots for the purpose of constructing Improvements thereon for later sale to consumers; or (ii) purchases one or more parcels of land within the Properties for further subdivision, development, and/or resale in the ordinary course of such Person's business. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing Improvements for later sale to consumers.

1.9 "By-Laws": The Amended and Restated By-Laws of Covered Bridge at Château Élan Owners Association, Inc., attached as Exhibit "C", as they may be amended.

1.10 "Club Documents": The Sports Club Membership Agreement, the Membership Plan for Sports Club at Château Élan (the "Club"), the rules and regulations promulgated by the Club Owner and all of the instruments and documents referred to therein, as each may exist, or be supplemented and amended from time to time.

1.11 "Club Facilities": Any real property and any improvements and facilities which are made available to residential owners of the Properties and which are owned by the Club Owner or its successors or assigns and are operated by the Club Owner pursuant to the Club Documents. Any Club Facilities are hereby designated by Declarant as Private Amenities.

1.12 "Club Owner": Any entity, which may be Declarant, Declarant Related Entity, and/or such other third party determined by Declarant, any successors in title or interest to any of the above, which owns or operates all or any portion of the Club or the Club Facilities. The initial Club Owner is Chateau Elan Private Sports Membership, LLC.

1.13 "Common Area": All real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use, benefit, and enjoyment of the Owners. The term shall also include any Exclusive Common Area, as defined below.

1.14 "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve and any expenses pursuant to any Cost Sharing Agreement, all as the Board may find necessary and appropriate pursuant to the Governing Documents.

1.15 "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout Covered Bridge at Château Élan. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors and the ARB.

1.16 "Cost Sharing Agreement": Any agreement, contract or covenant, between the Association and an owner or operator of property adjacent to, in the vicinity of, or within Covered Bridge at Château Elan, including any Adjacent Property or any Private Amenity, for the allocation of expenses for amenities and/or services that benefit both the Association and the owner or operator of such property.

1.17 "Days": Calendar days; provided however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday, or legal holiday in the State of Georgia or the United States of America, then such time period shall be automatically extended to the close of business on the next regular business day. Use of the term "calendar day" in the Declaration, Articles, or By-Laws in a non-capitalized manner shall mean the number of days, even if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday, or legal holiday in the State of Georgia or the United States of America.

1.18 "Declarant": Fountainhead Residential Development, LLC, a Georgia limited liability company, or any successor, successor-in-title, or assign who holds or takes title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided however, there shall be only one (1) Person entitled to exercise the rights and powers of the "Declarant" hereunder at any particular time. Notwithstanding anything to the contrary contained herein, each Owner acknowledges and agrees that the Declarant may serve as the community association manager for the Association and may charge a reasonable fee for its services.

1.19 "Declarant Related Entity": Any Person or entity which is a parent, subsidiary or affiliate of the Declarant, and/or any Person or entity which (either directly or indirectly, through one or more intermediaries) controls, is in common control with, or is controlled by, the Declarant, and any Person that is a director, shareholder, partner, member, manager, trustee, officer or employee of any of the foregoing as well as any entity owned or controlled by any Person that is the principal officer of any of the foregoing. For the purposes of this definition, the term "control" means the direct or indirect power or authority to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise.

1.20 "Deed": Any deed, assignment or other instrument other than a Mortgage conveying any interest in any Lot or any other portion of the Properties.

1.21 "Design Guidelines": The design, architectural, use and construction guidelines and application and review procedures applicable to all or any portion of the Properties promulgated and administered pursuant to Article 9.

1.22 "Development Period": The period of time during which the Declarant or any Declarant Related Entity owns any property which is subject to this Declaration, any Additional Property, any Private Amenity, or any Adjacent Property, or has the unilateral right to subject Additional Property to this Declaration pursuant to Section 7.1; provided, however, the Development Period shall not terminate prior to the time when one hundred percent (100%) of the total number of Lots permitted by the Master Plan for the property described on Exhibits "A" and "B" have certificates of occupancy issued thereon by the controlling governmental authority, have been conveyed to Persons other than the Declarant, any Declarant Related Entity or a Builder, and initial vertical construction on each Lot is complete. The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period upon an earlier date by recording a written instrument in the Public Records.

1.23 "Exclusive Common Area": A portion of the Common Area intended for the exclusive use or primary benefit of one or more, but less than all, Neighborhoods or Lots, as more particularly described in Article 2.

1.24 "General Assessments": Assessments levied on all Lots subject to assessment under Article 8 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Section 8.1.

1.25 "Governing Documents": The Declaration, By-Laws, Articles of Incorporation, all Supplemental Declarations, all Design Guidelines, the rules of the Association, all Cost Sharing Agreements, and all additional covenants governing any portion of the Properties or any of the above, as each may be supplemented and amended from time to time. The Governing Documents shall include that certain Amended and Restated Declaration of Covenants and Easements for Covered Bridge at Chateau Elan and Woodlands at Chateau Elan recorded at Deed Book _____, Page____, Gwinnett County, Georgia, Public Records, and at Deed Book ____, Page ____, Hall County, Georgia, Public Records, on even date herewith, amending and restating that certain Declaration of Easements and Covenant to Share Costs for Covered Bridge at Chateau Elan and Woodlands at Chateau Elan recorded at Deed Book 55119, Page 699, Public Records.

1.26 "Improvement": Any exterior structure or improvement upon the Properties, broadly defined to include, but not be limited to: (i) dwellings and other buildings of a permanent or temporary nature (with temporary buildings being permitted only during the construction of other Improvements, subject to approval by the ARB); (ii) outbuildings or other roofed structures; (iii) gazebos or playhouses; (iv) swimming pools or hot tubs; (v) items resulting from construction, erection, placement of any object or item, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved; (vi) items resulting from the exterior alteration of existing Improvements or changes in exterior color or shape; staking, clearing, excavation, grading and other site work; (vii) sediment control devices; (viii) underground installations; (ix) surface water drainage facilities; (x) slope alterations; (xi) berms; (xii) items resulting from installation or replacement of hardscape; (xiii) streets, roads, driveways, walkways, alley ways, or parking areas or facilities; (xiv) fences of any kind, including invisible fences, screening walls, retaining walls, walls and other enclosures; (xv) stairs; (xvi) patios, decks, balconies, or windbreaks; (xvii) artificial vegetation or sculptures; (xiii) mailboxes; (xix) basketball hoops, swing sets, and similar sports and play equipment; (xx) garbage cans, poles, signs, and satellite dishes; (xxi) utilities improvements, water lines, sewer, electrical and gas distribution facilities, and irrigation systems; (xxii) heating, cooling and air circulation equipment and facilities; (xxiii) exterior illumination devices of any kind or nature; (xxiv) improvements as a result of planting or removal of trees, shrubs, hedges, or other landscaping materials; and (xxv) all other structures or landscaping improvements of every type and kind initially or at any time thereafter placed or constructed on any Lot.

1.27 "Legal Costs": The costs which a Person (including without limitation the Association) entitled to reimbursement for "Legal Costs" under any provision of the Governing Documents incurs in pursuing legal action (regardless of whether suit is filed or whether arbitration or court action is taken) to enforce the Governing Documents, including, but not limited to, reasonable attorneys' and paralegals' fees, legal consultants fees, expert witness fees, and court costs at all tribunal levels.

1.28 "Lot": A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family or as a flat, condominium unit or other separate and independent property interest. The term shall refer to the land, if any, which is part of the Lot as well as any Improvements thereon. The term shall include within its meaning, by way of illustration, but not limitation, to the extent any such product type is included upon the Properties, townhouse units, condominiums, cluster homes, patio or zero lot line homes, and single family detached houses on separately platted lots as well as vacant land intended for development as such, but shall not include any Common Area or other property owned by the Association, any Neighborhood Association, or property dedicated to the public. In the case of a building or other structure containing multiple dwellings (such as, by way of example, and not limitation, multiple apartment units), each dwelling shall be deemed to be a separate Lot, unless otherwise specified by a Supplemental Declaration.

In the case of a piece, parcel or tract of the Properties which consists of vacant land or land on which Improvements are under construction, such parcel shall be deemed to be a single Lot until such time as a subdivision plat is filed of record in the Public Records for all or a portion of the parcel. If for a portion, the remainder of the parcel for which the subdivision plat does not apply shall be defined as a single Lot.

1.29 "Majority": Those votes, Owners, Members, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

1.30 "Master Plan": The land use plan or development plan for Covered Bridge at Château Élan, as such plan may be amended from time to time, which plan includes the property described on Exhibit "A" and all or a portion of the Additional Property described on Exhibit "B" that Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "B" from the Master Plan bar its later annexation in accordance with Article 7. The Declarant shall not be bound by any Master Plan, use or restriction of use shown on any Master Plan, and may, in its sole and absolute discretion and from time to time, (i) change or revise the Master Plan (including, without limitation, adding or removing property depicted on the Master Plan), or (ii) elect to develop or not develop the remaining undeveloped property, Common Area, or amenities shown on the Master Plan. Notwithstanding the above, all present and future references to the Master Plan shall refer to the then latest version of the Master Plan prepared for the Declarant.

1.31 "Member": A Person subject to membership in the Association pursuant to Section 3.1, provided that a Member may mean, by way of example and not limitation, a Class "A" Member or a Class "B" Member.

1.32 "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot.

1.33 "Mortgagee": A beneficiary or holder of a Mortgage.

1.34 "Neighborhood": A separately developed area within the Properties, whether or not governed by a Neighborhood Association (as defined below), in which the Owners of Lots may have common interests other than those common to all Members of the Association. For example, and by way of illustration and not limitation, a grouping of single family attached or detached dwellings may constitute a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common and may include noncontiguous parcels of property. Neighborhood boundaries may be established and modified as provided in Section 3.3. Declarant or any Declarant Related Entity may, but shall not be obligated to, designate any Neighborhoods.

1.35 "Neighborhood Assessments": Assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Sections 8.1 and 8.4.

1.36 "Neighborhood Association": Any owners association having concurrent jurisdiction with the Association over any Neighborhood, including, without limitation, any future townhome or condominium association.

1.37 "Neighborhood Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Neighborhood(s).

1.38 "Occupant": The Owner(s) or lessee(s) of any Lot and their respective guests, family members, tenants, agents, contractors, licensees and invitees or any other Person who either lawfully or unlawfully occupies or comes upon such Lot.

1.39 "Owner": One or more Persons who hold the record title to any Lot, including the Declarant, any Declarant Related Entity and any Builders, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is owned by more than one Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

1.40 "Person": A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

1.41 "Plat": Any subdivision plat of any portion of the Properties recorded in the Public Records and the recorded plat of any Additional Property made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments or supplements thereto. The initial Plat for the subdivision is that certain Final Plat for Covered Bridge at Chateau Elan, Phase I, recorded on April 14, 2017, in Plat Book 139, Page 67, Gwinnett County, Georgia records, prepared for Fountainhead Residential Development, LLC. by Susan S. Anderson, Georgia Registered Land Surveyor No. 2933, of Moreland Altobelli Associates, Inc. The Declarant hereby designates the following property depicted on the Plat as Adjacent Property: (i) Greenspace #1; (ii) Greenspace #2; (iii) Tract "A".

1.42 "Private Amenity": Certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, which are owned and operated, in whole or in part, by Persons other than the Association for recreational or other purposes. The use of the term "Private Amenity" shall not be construed to imply or require a private club. Private Amenities may be operated on a club membership, daily fee, use fee, public, or private basis or otherwise. The Sports Club at Château Élan and The Legends at Château Élan Golf Club are hereby designated by the Declarant as Private Amenities, and the Declarant reserves the right at any time during the Development Period to

designate additional Private Amenities or remove property from the designation of Private Amenity in its sole discretion. Private Amenities shall not be included within the Common Area.

1.43 "Private Streets": Those certain alleys, lanes or other thoroughfares within the Properties, whether or not such Private Streets are Common Area, for the purpose of ingress and egress to public rights-of-way or Lots which may be more particularly described on a recorded subdivision plat. In addition, the Private Streets as defined herein shall include all improvements (such as utility lines, drainage systems, etc.) contained within the area covered by such roads, lanes, alleys or other thoroughfares.

1.44 "Properties": The real property described on Exhibit "A" as such exhibit may be amended or supplemented from time to time to reflect any additions or removal of property in accordance with Article 7.

1.45 "Public Records": The Office of the Clerk of the Superior Court for Gwinnett County, Georgia, the Office of the Clerk of the Superior Court of Hall County, Georgia, or such other place, including other counties within the Additional Property, as applicable, which is designated as the official location for recording of Deeds and similar documents affecting title to real estate.

1.46 "Special Assessment": Assessments levied in accordance with Section 8.6.

1.47 "Specific Assessment": Assessments levied in accordance with Section 8.7.

1.48 "Supplemental Declaration": An instrument filed in the Public Records which subjects Additional Property to this Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

1.49 "Town": The town of Braselton located partially in Gwinnett County, Georgia.

1.50 Voting Delegate": Any representative selected by the Class "A" Members within each Neighborhood to be responsible for casting all Class "A" votes attributable to Lots in the Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the By-Laws). The term "Voting Delegate" shall also refer to any alternate Voting Delegate acting in the absence of a Voting Delegate and any Owner personally casting the vote for his or her Lot pursuant to Section 3.3(a).

1.51 "Voting Group": One (1) or more Voting Delegates who vote on a common slate for election of directors to the Board of Directors of the Association, as more particularly described in Section 3.3(b) of this Declaration or, if the context so indicates, the group of Class "A" Members whose Lots are represented thereby.

ARTICLE 2: PROPERTY RIGHTS

2.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, which is appurtenant to and shall pass with the title to each Lot, subject to:

(a) this Declaration and all other Governing Documents;

(b) any restrictions or limitations contained in any Deed conveying such property to the Association;

(c) the right of the Board to adopt, amend and repeal rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area and rules and regulations as recommended or required due to pandemics;

(d) the right of the Association to rent, lease or reserve any portion of the Common Area to any Owner for the exclusive use of such Owner and his or her Occupants upon such conditions as may be established by the Board;

(e) the right of the Board to suspend the right of an Owner to use any recreational and social facilities within the Common Area and Exclusive Common Area pursuant to Section 4.3;

(f) the right of the Board to impose reasonable requirements and charge reasonable admission or other use fees for the use of any facility situated upon the Common Area pursuant to the Governing Documents;

(g) the right of the Board to permit use of the Common Areas, including but not limited to the facilities located thereon, by persons other than Owners, their families, lessees and guests, upon such conditions and payment of reasonable use fees, if any, established by the Board, including but not limited to, the owner of any Adjacent Property or Private Amenity and/or the members, employees and contractors associated with such Private Amenity or Adjacent Property and other owners and residents within Covered Bridge at Château Elan;

(h) the right of Declarant to designate certain facilities and areas as open to the public;

(i) the right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(j) the right of the Association, acting through the Board, or the Declarant, to dedicate or transfer all or any portion of the Common Area, subject to any approval requirements set forth in the Governing Documents;

(k) the rights of certain Owners to the exclusive use, access and enjoyment of those portions of the Common Area designated "Exclusive Common Areas," as more particularly described in Section 2.2; and

(l) the right of the Declarant or a Declarant Related Entity to conduct activities and establish facilities within the Properties as provided by Article 13.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, subject to reasonable regulation by the Board.

2.2 Exclusive Common Area. Subject to any restrictions or limitations in the Deed conveying property to the Association, certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and Occupants of specified Lots or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, gates, private recreational facilities, streets, roads, landscaped medians and cul-de-sacs, ponds and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Lots to which the Exclusive Common Areas are assigned either as a Neighborhood Assessment or as a Specific Assessment, as applicable. No

representation is made, however, that any portion of the Properties will ever be designated as Exclusive Common Area.

During the Development Period, any Exclusive Common Area shall be designated as such, and the exclusive use thereof shall be assigned, (i) in the Deed by which the Common Area is conveyed to the Association, (ii) in this Declaration, (iii) by any Supplemental Declaration and/or (iv) on the subdivision plat relating to such Common Area. Any such assignment shall not preclude the Declarant or any Declarant Related Entity from later assigning use of the same Exclusive Common Area to additional Lots and/or Neighborhoods during the Development Period. Any reassignment of an Exclusive Common Area shall be set forth in a Supplemental Declaration executed by the Declarant during the Development Period and the Board thereafter or shall be shown on a revised subdivision plat relating to such Exclusive Common Area.

2.3 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area that is the subject of such partition action has been removed from the provisions of this Declaration. This Section shall not prohibit the Board from acquiring and disposing of other real property, which may or may not be subject to this Declaration.

2.4 Condemnation. The Association shall be the sole representative with respect to condemnation proceedings concerning Common Area and shall act as attorney-in-fact for all Owners in such matters. If any part of the Common Area shall be taken by or conveyed under threat of condemnation to any authority having the power of condemnation or eminent domain, the Board may convey such Common Area under threat of condemnation only if approved by the Declarant during the Development Period and after the Development Period by Voting Delegates representing at least seventy-five percent (75%) of the total Class "A" votes in the Association. The award made for such taking or proceeds of such conveyance shall be payable to the Association.

If the taking or conveyance involves a portion of the Common Area on which Improvements have been constructed, the Association shall restore or replace such Improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) Days after such taking, the Declarant, during the Development Period, or after the Development Period Voting Delegates representing at least seventy-five percent (75%) of the total Class "A" votes of the Association, shall agree otherwise. Any such construction shall be in accordance with plans approved by the Board and the ARB. The provisions of Section 6.1(c) regarding funds for the repair of damage or destruction shall apply.

If the taking or conveyance does not involve any Improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds may be used by the Association for such purposes as the Board shall determine.

2.5 View Impairment. Neither the Declarant, any Declarant Related Entity, the Association, nor the owners of any Adjacent Property or Private Amenity, guarantees or represents that any view over and across any pond, other water body, Common Area, park or other facility or Adjacent Property or Private Amenity from Lots will be preserved without impairment. The owners of such areas shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping or to install Improvement or barriers (both natural and artificial) to such areas from time to time. Any such additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Each Owner, by acceptance of a Deed, acknowledges that any

view of a pond, other water body, Common Area, park or other facility, Private Amenity, or Adjacent Property which the Lot may enjoy as of the date of the purchase of the Lot may be impaired or obstructed by the natural growth of existing landscaping, the installation of additional trees, other landscaping or other types of Improvement or barriers (both natural and artificial) within such areas.

Neither Declarant, any Declarant Related Entity, the Association nor the owner of any Adjacent Property or Private Amenity, shall have any liability whatsoever to any Owner for any claim based on degradation or impairment of any view from the Owner's Lot, including, without limitation, claims for loss of value. No Owner shall have the right to object to the construction of Improvements on any adjacent or nearby Lot based on the impact of such Improvements on the Owner's view. The following rights shall be superior to any claim by any other Owner of a right to prohibit or limit the construction of Improvements based on any impact on, or impairment of, any views: (i) the right of each Owner to construct Improvements that comply with the terms and conditions of the Governing Documents, including the approval processes in Article 9; (ii) the right of the Declarant to designate building envelopes; and (iii) the right of the Declarant to construct Improvements on all Lots, Common Areas and the Additional Property, as reserved or established in the Governing Documents.

2.6 Adjacent Properties and Private Amenities. Access to and use of any Adjacent Property or Private Amenity, including any roads, pathways, trails or recreational facilities, is strictly subject to the rules, regulations and procedures of the owner or operator of such Adjacent Property or Private Amenity, and no Person gains any right to enter or to use any Adjacent Property or Private Amenity by virtue of membership in the Association or ownership or occupancy of a Lot. For example, by way of illustration and not limitation, no Person shall be permitted to walk on or upon the fairways, greens and/or cart paths of any Club property without the express authority of such Club. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, any Declarant Related Entity, the Association, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Adjacent Property or Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Adjacent Property or Private Amenity.

ARTICLE 3: MEMBERSHIP AND VOTING RIGHTS

3.1 Membership Rights. Every Owner shall be a Member of the Association. There shall be only one (1) Class "A" membership per Lot. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 3.2(d) and in the By-Laws and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of the Owners hereunder. The membership rights of an Owner that is not a natural person may be exercised by any officer, director, member, manager, partner or trustee of such Owner, or by any individual designated from time to time by the Owner in a written instrument provided to the secretary of the Association.

3.2 Membership and Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Each Class "A" Member shall have one (1) equal vote for each Lot in which he or she holds the interest required for membership under Section 3.1; provided however, there shall be only one (1) vote per Lot and no vote shall be exercised for any property that is exempt from assessment under Section 8.11. All Class "A" votes shall be cast as provided in Section 3.2(d) below.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles, and such membership interest shall be assignable and/or transferrable by the Declarant upon any sale and/or transfer of its interest in the Property. Notwithstanding the foregoing, the Class "B" Member may appoint all members of the Board of Directors, until the first to occur of one of the following:

(i) when one hundred percent (100%) of the total number of Lots permitted by the Master Plan for the property described on Exhibits "A" and "B" have certificates of occupancy issued thereon and have been conveyed to Persons other than Declarant, any Declarant Related Entity, or Builders;

(ii) December 31, 2042; or

(iii) when, in its sole and absolute discretion, the Class "B" Member so determines and voluntarily relinquishes such right in a written instrument.

At such time, the Class "B" membership shall terminate (the date of such termination of the Class "B" Membership hereinafter referred to as the "**Class "B" Termination**") and the Declarant shall become a Class "A" Member entitled to one (1) Class "A" vote for each Lot which it owns.

After the date of Class "B" Termination, the Declarant shall have a right to disapprove actions of the Board, the ARB, and committees as provided in the Governing Documents.

(c) Additional Classes of Membership. The Declarant may, by Supplemental Declaration, create additional classes of membership for the owners of Lots, condominiums and/or other real property interests within any Additional Property made subject to this Declaration pursuant to Section 7.1, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration. In addition, the Declarant may, by Supplemental Declaration, create other classes of non-voting membership for the owners and members of any Private Amenity or Adjacent Property, with such other rights, privileges and obligations as may be specified in such Supplemental Declaration.

(d) Exercise of Voting Rights. If there is more than one (1) Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing at least twenty-four (24) hours prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it. No vote may be exercised on behalf of any Lot if any assessment for such Lot is delinquent. If Voting Delegates have been elected pursuant to Section 3.3(a), the vote for each Lot owned by a Class "A" Member shall be exercised by the Voting Delegate representing the Neighborhood of which the Lot is a part, as provided in such Section.

3.3 Neighborhoods. Every Lot may be located within a Neighborhood. The Declarant, in its sole and absolute discretion, may establish Neighborhoods within the Properties by designation on Exhibit "A" to this Declaration, a Supplemental Declaration, or a plat. During the Development Period, the Declarant may unilaterally amend this Declaration, any Supplemental Declaration, or any plat from time to time to assign property to a specific Neighborhood, to redesignate Neighborhood boundaries, or to remove property from a specific Neighborhood.

At any time after the Development Period, the Owner(s) of a Majority of the total number of Lots within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods. Such petition shall be in writing and shall include a survey of the entire parcel that indicates the proposed boundaries of the new Neighborhoods or otherwise identifies the Lots to be included within the proposed Neighborhoods. Such petition shall be deemed granted thirty (30) Days following the filing of all required documents with the Board unless the Board of Directors denies such application in writing within such thirty (30) Day period. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association.

The Lots within a particular Neighborhood may be subject to additional covenants and/or the Lot Owners may be members of a Neighborhood Association in addition to the Association. However, a Neighborhood Association shall not be required except as required by law and shall not be established during the Development Period except with the written consent of the Declarant. Each Neighborhood Association shall provide to the Association a list of the names of each member of such Neighborhood Association, as well as the address and any contact information available for such member, at least sixty (60) Days prior to the beginning of each fiscal year and, at any other time, upon request of the Association, within thirty (30) Days of such request.

Any Neighborhood that does not have a Neighborhood Association may, but shall not be obligated to, elect a Neighborhood Committee, as described in the By-Laws, to represent the interests of Owners of Lots in such Neighborhood; however, any such Neighborhood Committee shall have no binding authority or any voting rights hereunder. The Board may, in its sole and absolute discretion, appoint Neighborhood Committees to represent the interests of Owners of Lots in any Neighborhood or Neighborhoods. During the Development Period, no Neighborhood Association or Neighborhood Committee shall be formed or otherwise established without the prior submission to and written approval of Declarant of all documents creating or establishing such Neighborhood Association or Neighborhood Committee.

Any Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood and, upon affirmative vote, written consent, or a combination thereof, of Owners holding at least a Majority of the Class "A" votes of the Lots within the Neighborhood, the Association may, in its sole and absolute discretion, provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided any such administrative charge shall apply at a uniform rate per Lot to all Neighborhoods receiving the same service), shall be assessed against the Lots within such Neighborhood as a Neighborhood Assessment pursuant to Article 8 hereof.

(a) Voting Delegates. The Owners within each Neighborhood may elect a Voting Delegate who shall be responsible for casting all votes attributable to Lots owned by Class "A" Members in the Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in this Declaration or the By-Laws. In addition, each Neighborhood may elect an alternate Voting Delegate who shall be responsible for casting such votes in the absence of the Voting Delegate. No Person shall be eligible to serve as a Voting Delegate or an alternate Voting Delegate if any assessment for such Person's Lot is delinquent.

If Voting Delegates and alternate Voting Delegates will be elected, elections shall take place on an annual basis, either by written ballot cast by mail or at a meeting of the Class "A" Members within each Neighborhood, as the Board determines; provided however, upon written petition signed by Class "A" Members holding at least ten percent (10%) of the votes attributable to Lots within any

Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Class "A" Members representing at least ten percent (10%) of the total Class "A" votes attributable to Lots in the Neighborhood shall constitute a quorum at any Neighborhood meeting.

The Board in its sole discretion shall determine whether Voting Delegates shall be elected for each Neighborhood; provided however, all Neighborhoods which are similarly situated shall be treated the same. If Voting Delegates will be elected for a Neighborhood, the Board shall send notice of the election to all Owners within the Neighborhood; provided however, the first election of a Voting Delegate for any Neighborhood shall not be held until at least fifty percent (50%) of the Lots planned for such Neighborhood have been conveyed to Persons other than Builders.

Subsequent elections within each Neighborhood shall be held annually. Each Class "A" Member who owns a Lot within the Neighborhood shall be entitled to cast one (1) equal vote per Lot owned. The candidate who receives the greatest number of votes shall be elected as Voting Delegate and the candidate receiving the next greatest number of votes shall be elected as the alternate Voting Delegate. The Voting Delegate and the alternate Voting Delegate shall each serve a term of one (1) year and until their successors are elected.

Any Voting Delegate or alternate Voting Delegate may be removed, with or without cause, upon the vote or written petition of Owners of a Majority of the total number of Lots owned by Class "A" Members in the Neighborhood which the Voting Delegate or alternate Voting Delegate represents. Any Voting Delegate or alternate Voting Delegate shall be automatically removed and ineligible to cast the votes attributable to Lots in such Voting Delegate's Neighborhood if any assessment for such Voting Delegate's Lot is delinquent. Upon removal of a Voting Delegate or an alternate, a successor shall be elected by the Owners of Lots within the Neighborhood to fill the vacancy for the remainder of such delegate's term.

Until such time as the Board first calls for election of a Voting Delegate for any Neighborhood, the Owners within such Neighborhood shall be entitled personally to cast the votes attributable to their respective Lots on any issue requiring a vote of the Voting Delegates under this Declaration, the By-Laws, or the Articles.

Prior to taking a vote on any issue requiring membership approval, the Association shall distribute proxies to all Members represented by Voting Delegates allowing each Member to direct in writing how such Member's vote is to be cast with respect to such issue by the Voting Delegate who represents him or her. The Voting Delegates shall be required to cast all votes for which specific proxies are returned in the manner directed in such proxies. All other votes may be cast as the Voting Delegate deems appropriate in its sole discretion. The Board may adopt resolutions establishing additional procedures for polling Members.

(b) Voting Groups. The Declarant or Declarant Related Entity may designate Voting Groups consisting of one (1) or more Neighborhoods for the purpose of electing directors to the Board. The designation of Voting Groups, if any, shall be to promote representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Delegates representing similar Neighborhoods are able, due to the number of Lots in such Neighborhoods, to elect the entire Board of Directors, excluding representation of others. The number of Voting Groups within the Properties shall not exceed the total number of directors to be elected by the Class "A" Members pursuant to the By-Laws. The Voting Delegates representing the Neighborhoods within each Voting Group shall vote on a separate slate of candidates for election to the Board, with each Voting Group being entitled to elect the number of directors specified in the By-Laws.

The Declarant or Declarant Related Entity shall establish Voting Groups, if at all, not later than the date of Class "B" Termination by filing with the Association and in the Public Records a Supplemental Declaration identifying each Voting Group by legal description or other means such that the Lots within each Voting Group can easily be determined. Such designation may be unilaterally amended from time to time by the Declarant or any Declarant Related Entity during the Development Period.

After expiration of the Declarant's right to amend any designation of Voting Groups as provided above, the Voting Groups shall not be amended by Board or the Members except with the written consent of the Declarant.

ARTICLE 4: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility and all Improvements thereon. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt pursuant to Article 10, including, without limitation, rules and regulations that may be recommended or required as a result of pandemics. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Georgia. The Board of Directors and the President of the Association shall be excused from the timelines set forth in this Declaration for a reasonable period of time to the extent a delay is caused during the enactment of any State of Emergency due to a pandemic, including, without limitation the COVID-19 Pandemic that is ongoing as of the date of this Declaration.

4.2 Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant and its designees, with the Declarant's prior written consent, may convey to the Association improved or unimproved real estate, or interests in real estate, located within the property described in Exhibits "A" or "B," personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the Deed or other instrument transferring such property to the Association. Declarant shall not be required to make any Improvements or repairs whatsoever to property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any pond or other body of water that may be conveyed. During the Development Period and upon the written request of Declarant or any Declarant Related Entity, the Association shall reconvey to Declarant any portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

The Common Area, including all Improvements thereon, shall be conveyed in its "where is, as is" condition and without recourse. Declarant disclaims and makes no representations, warranties or other agreements, express or implied with respect thereto, including without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and representations or warranties regarding the conditions, design, construction, accuracy, completeness, adequacy of the size or capacity in relation to utilization or the future economic performance or operations of the Common Area. No claim shall be made by the Association or any Owner relating to the condition, operation, or completeness of the Common Area or for incidental or consequential damages arising therefrom. Declarant will transfer and assign to the Association, without recourse, all warranties that it receives from manufacturers and suppliers relating to any of the Common Area that exist and are assignable.

4.3 Enforcement. The Board or any committee established by the Board, with the Board's approval, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in the By-Laws. Such sanctions may include, without limitation:

(a) imposing monetary fines which shall constitute a lien upon the Lot of the violator;

(b) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;

(c) restricting access to the Properties by visitors, delivery companies, contractors or other invitees of the Owner or Occupant;

(d) suspending an Owner's right to vote in accordance with the terms of the Governing Documents;

(e) suspending any Person's right to use any recreational and social facilities within the Common Area and any part of the Exclusive Common Area; provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot; and

(f) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association.

In the event that any Occupant of a Lot violates the Governing Documents, the Board or any committee established by the Board, with the Board's approval, may sanction such Occupant and/or the Owner of the Lot that the violator is occupying or visiting. If a fine is imposed, the fine may first be assessed against the Occupant; provided however, if the Occupant does not pay the fine within the period set by the Board, the Owner shall pay the fine upon notice from the Board.

In addition, the Board, or the covenants committee, if established, may elect to enforce any provision of the Governing Documents by exercising self-help (specifically including, but not limited to, the filing of liens in the Public Records for non-payment of assessments or other charges, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules, the removal of signs that are in violation of sign standards and restrictions, or the correction of any maintenance, construction or other violation of the Governing Documents) without the necessity of compliance with the procedures set forth in the By-Laws. The Association may levy Specific Assessments to cover all costs incurred in exercising self-help and in bringing a Lot into compliance with the terms of the Governing Documents in accordance with Section 8.7(c). The Association may also elect to enforce any provisions of the Governing Documents by suit at law to recover monetary damages or in equity to enjoin any violation or both without the necessity of compliance with the procedures set forth in the By-Laws.

The Association may also elect to enforce any provision of the Governing Documents by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth in the By-Laws.

All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover, to the maximum

extent permissible, all costs, including, without limitation, all Legal Costs incurred in such action, regardless of whether suit is filed and including any appeals.

The Association's decision to exercise its enforcement rights in any particular case shall be made in the Board's sole and absolute discretion, except that the Board shall not be capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case: (a) the Association's position is not sufficiently persuasive to justify taking any or further action; (b) the covenant, restriction, or rule to be enforced is, or is likely to be construed as, inconsistent with applicable law; (c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (d) it is not in the Association's best interests, considering, among other things, hardship, expense, or other reasonable criteria, to pursue an enforcement action. Any such determination shall neither be construed as a waiver of the right of the Association to enforce such provision under any circumstances nor stop the Association from enforcing any other covenant, restriction or rule.

The Association may, but is not required to, by contract or other agreement, enforce county, city, state and federal laws, ordinances, rules, and regulations, if applicable, and permit local and other governments to enforce laws, ordinances, rules, and regulations on the Properties for the benefit of the Association and its Members.

4.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Articles, or by applicable law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Governmental Interests. During the Development Period, the Declarant may designate sites within the Properties for fire, police, and utility facilities, public or private schools, parks, roads, streets, and other public or quasi-public facilities. No membership approval shall be required for such designation. The sites may include Common Area, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance of the site, if so directed by Declarant. The sites may include other property not owned by Declarant provided the owner of such property consents.

4.6 Indemnification. The Association shall indemnify every officer, director, ARB member and committee member against all damages, liabilities, and expenses, including all Legal Costs, incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, ARB member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles of Incorporation and Georgia law.

The officers, directors, ARB members and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, willful misconduct, or bad faith. The officers, directors, ARB members, and committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors, ARB members or committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, ARB member and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification

shall not be exclusive of any other rights to which any present or former officer, director, ARB member or committee member may be entitled.

The Association and each Owner shall also indemnify and forever hold harmless the Declarant or any Declarant Related Entity to the extent that any officer, director or employee of the Declarant or Declarant Related Entity serves as an officer, director or committee member of the Association and the Declarant or Declarant Related Entity incurs any damages or expenses, including Legal Costs, in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding) by reason of having its officers, directors or employees serve as officers, directors, or committee members of the Association, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Articles, and Georgia law. This indemnification shall include a waiver of all claims that may be made by the Association and each Owner against the Declarant or any Declarant Related Entity with respect to any causes of action or claims arising from pandemics. This right to indemnification shall not be exclusive of any other rights to which the Declarant or any Declarant Related Entity may be entitled.

The Association shall, as a Common Expense, maintain adequate general liability and directors and officers liability insurance to fund this obligation, if such insurance is reasonably available.

4.7 Dedication or Grant of Easements on Common Area. The Association, Declarant or any Declarant Related Entity or the principals of either the Declarant or Declarant Related Entity, during the Development Period, may dedicate or grant easements across portions of the Common Area to the Town, Gwinnett County, Georgia, Hall County, Georgia, or to any other local, state, or federal governmental or quasi-governmental entity, or to any public or private utility company, without membership approval.

4.8 Security and Safety. Each Owner and Occupant of a Lot shall be responsible for their own personal safety and the security of their property in the Properties, including, without limitation, safety and security during any pandemic. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, and Declarant Related Entity, nor any successor Declarant shall in any way be considered insurers or guarantors of security, safety or health within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security, safety or ineffectiveness of security, safety, or health measures undertaken. No representation or warranty is made that any security, safety or health system or measure cannot be compromised or circumvented, nor that any such system or measure undertaken will in all cases prevent loss or provide the service, detection or protection for which the system is designed or intended. No representation or warranty is made that the lighting facilities or systems (including the placement thereof) will adequately illuminate or attempt to adequately illuminate all of the Common Areas, or that such facilities or systems will be designed with safety measures in mind. Each Owner acknowledges, understands and covenants to inform its Occupants of its Lot that the Association, its Board of Directors and committees, Declarant, any Declarant Related Entity and any successor Declarant are not insurers or guarantors of safety, security, or health within the Properties and that each Person using the Properties assumes all risks of personal injury, illness, and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties. Any costs incurred by the Association to provide such services, including in response to any pandemic shall be paid by the Association and shall be charged either to all Lots, as a General Assessment or a Special Assessment, or only to those certain Neighborhoods or Lots benefited thereby, as a Specific Assessment or as a Neighborhood Assessment, as determined by the Board in its sole and absolute discretion. Each Owner hereby acknowledges and agrees that as of the date of this Declaration, each Owner, as part of their General Assessment to the Association, shall be responsible for contributing to courtesy patrol costs incurred in conjunction with performing courtesy patrols for the properties adjacent to the Properties, including, without limitation, the

other adjacent residential developments, the Private Amenities and Adjacent Properties. Notwithstanding the foregoing, there is no guarantee that this courtesy patrol will continue and all provisions of this Section 4.8 and this Declaration shall apply to such existing courtesy patrol.

4.9 Utility Lines. Each Owner, on behalf of such Owner and the Occupants of such Owner's Lot, acknowledges that neither the Association, the Board, Declarant, any Declarant Related Entity, nor any predecessor or affiliate of the Declarant shall in any way be considered insurers or guarantors of health or safety within Covered Bridge at Château Elan and neither the Association, the Board, Declarant, Declarant Related Entity, nor any predecessor or affiliate of the Declarant shall be held liable for any and all losses, claims, damages (compensatory, consequential, punitive or otherwise), injuries or deaths, or expenses of whatever nature or kind, including, without limitation, Legal Costs caused by or related to the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, in, or on Covered Bridge at Château Elan. Each Owner and Occupant assumes all such risks arising from the presence of utility lines, utility sub-stations or other utility facilities and further acknowledges that neither the Association, Declarant, Declarant Related Entity, nor any predecessor or affiliate of the Declarant have made any representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations.

4.10 Trails. The Declarant reserves for itself, its successors and assigns, and the Association, the right to designate certain areas within Covered Bridge at Château Elan, including Common Areas, to be used as recreational bike and pedestrian pathways and trails ("trail system"). Use of any trail system shall be subject to reasonable rules and regulations of the Association. Portions of any trail system may be designated as Exclusive Common Area pursuant to Section 2.2. No motorized vehicles shall be permitted to use the trail system. Each Owner acknowledges, understands and covenants to inform the Occupants of such Owner's Lot, that the Properties may contain a trail system and that there may be certain inconveniences and loss of privacy associated with the ownership and use of Lots adjacent to such trail system resulting from the use of the trail system by the Declarant, any Declarant Related Entity, the Association, its Members, their Occupants and the public.

4.11 Access by General Public. During the Development Period, the Declarant and/or any Declarant Related Entity shall have the right to make exclusive use of certain facilities and areas within the Properties. Such facilities and areas may include, by way of example, greenbelts, trails and paths, roads, sidewalks, medians, parks, and other neighborhood spots conducive to gathering and interaction. Use of such facilities and areas shall be subject to the reasonable rules and regulations of the Association. Each Owner acknowledges, understands and covenants to inform the Occupants of such Owner's Lot, that the Properties may contain such public areas and that there may be certain inconveniences and loss of privacy associated with the ownership of Lots near or adjacent to such public areas resulting from the use of public areas by the Declarant, any Declarant Related Entity, the Association, its Members, their tenants, Occupants, guests and invitees and the public.

4.12 Relationship With Tax-Exempt Organizations. The Declarant or the Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area or convey portions of the Common Area, to non-profit, tax-exempt organizations for the benefit of the Properties and/or Covered Bridge at Château Elan. The Association may contribute money, real or personal property or services to any such entity. Any such contribution shall be a Common Expense and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code, including but not limited to, Sections 501(c)(3) or 501(c)(4) thereof.

4.13 Future Development. Each Owner acknowledges, understands and covenants to inform all Occupants of its Lot that the Properties and areas adjacent to the Properties are subject to further development and expansion, and therefore, there may be certain inconveniences during any period of construction. Each Owner, on behalf of such Owner and the Occupants of such Owner's Lot, waives all claims with respect thereto. Each Owner acknowledges and agrees that if Owner or Owner's Occupants enter onto any area of construction, they do so at their own risk, and that the Declarant, any Declarant Related Entity, the Association, and their respective contractors, agents or employees shall not be liable for any damage, loss or injury to such Persons.

Notwithstanding anything contained in any written letter, document or materials, or oral statement received by any Owner, each Owner acknowledges and agrees that the present plans and themes for the development of Covered Bridge at Château Elan may change and that such Owner has not relied on any representation, warranty, or assurance by any Person (a) that any Lots, or other property or facilities, will be added, modified, or eliminated within the Properties; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that it is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to the current or future: (i) design, construction, completion, development, use, benefits, or value of property within Covered Bridge at Château Elan; (ii) number, types, sizes, prices, or designs of any residential or non-residential Improvements built or to be built in any part of Covered Bridge at Château Elan; or (iii) use or development of any property adjacent to or within the vicinity of Covered Bridge at Château Elan.

4.14 Powers of the Association Relating to Neighborhood Associations. The Association may veto any action taken or contemplated by any Neighborhood Association that the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also may require specific action to be taken by any Neighborhood Association to fulfill its obligations and responsibilities under any Governing Document. For example, the Association may require that specific maintenance or repairs or aesthetic changes be performed by the Neighborhood Association. If the Neighborhood Association fails to comply with such requirements within a reasonable time as specified in writing by the Association, the Association may effect such action on behalf of the Neighborhood Association and assess the Lots within such Neighborhood for any expenses incurred by the Association in taking such action. Such assessments may be collected as a Specific Assessment.

4.15 Provision of Services. The Association may provide or contract for services and facilities for the Members of the Association and their Occupants. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including without limitation, the Declarant, any Declarant Related Entity and the Club Owner, to provide such services and facilities. By way of example, some services and facilities which may be provided include landscape maintenance, garbage collection, recycling collection, bike-sharing services, car-sharing services, pest control service, cable, digital, satellite or similar television service, internet, intranet, data and other computer related services, courtesy patrols, caretaker, fire protection, utilities, and similar services and facilities.

The costs of services and facilities provided by the Association may be funded by the Association as a Common Expense or a Neighborhood Expense, depending on whether the service or facility is provided to all Lots or only the Lots within a specified Neighborhood. In addition, the Board shall be authorized to charge use and consumption fees for services and facilities through Specific Assessments or by requiring payment at the time the service or facility is provided. As an alternative, the Association shall be further permitted to require Owners to utilize services delivered by a provider designated by the Association. The Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. Any Association contract for services or facilities may require Owners to execute separate agreements directly with the Persons providing such

services or facilities in order to gain access to or obtain specified services or facilities. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or Occupant of a Lot, may result in termination of such benefits to the Owner's Lot. Any such termination and any failure or refusal to participate shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service or facilities that are assessed against the Lot as a Common Expense or Neighborhood Expense.

The Board, without the consent of the Class "A" Members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation as to the services and facilities, if any, which may be provided by the Association.

4.16 Community Interaction. The Association may provide or contract for services and facilities. The Association may make use of computers, the internet, and expanding technology to facilitate interaction and encourage participation in Association activities. For example, the Association may sponsor a Covered Bridge at Château Elan cable television channel, create and maintain a community intranet or internet home page, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and Occupants to interact and participate in Association-sponsored activities. To the extent Georgia law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send notices electronically, hold interactive web conferencing Board or Association meetings permitting attendance and voting by electronic means, and electronically send and collect assessments and other invoices.

The Association may promote community engagement by encouraging and facilitating the organization of volunteer organizations within Covered Bridge at Château Elan. The Association also may cooperate with and support outside organizations, such as recreational leagues or cultural organizations, by making facilities available for the organization's use or sponsoring the organization's activities.

The Association, in its sole and absolute discretion, may establish or support the establishment of common interest groups to encourage or facilitate the gathering of people to pursue common interests. A charter shall confer privileges and impose responsibilities on the group and its members. For example, the Association may grant privileges including financial support, material support, administrative and technical support, and liability insurance coverage.

The Association may grant charters to any group of individuals who share a particular field of interest. Any Owner or Occupant may submit a written request to the Association for a charter. In its sole and absolute discretion, the Association may grant or deny such request. The Association may fund the group as a Common Expense and/or require that group members pay use or consumption fees for materials, facilities use, or other group expenses.

The Association may use computer bulletin boards, websites, and publications to assist common interest groups and other community groups, religious groups, civic groups, youth organizations, and support groups in publicizing meetings, events, and the need for volunteer assistance. However, the Association may not fund the specific advertising or promotion of a group's events, unless the Association, in its sole and absolute discretion, determines that such events or organizations benefit the entire community.

4.17 Rezoning. No Owner or any other Person may apply or join in an application to amend, vary or modify any zoning ordinance applicable to or rezone or apply for any zoning variance or waiver as to all or any portion of the Properties, any property shown on the Master Plan, or any of the Adjacent

Property without the prior written consent of Declarant, which may be given or withheld at Declarant's sole and absolute discretion. Declarant, any Declarant Related Entity or the Association (as applicable) may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the party pursuing the unapproved rezoning, in addition to and not in limitation of Declarant's or the Association's other rights and remedies set forth in the Governing Documents. Each Person that acquires any interest in the Properties acknowledges that Covered Bridge at Château Elan is part of a large, multi-faceted master planned community, the development of which is likely to extend over many years and which may, but is not required to, subsequently incorporate condominiums, townhomes, assisted living facilities and commercial enterprises, and agrees not to protest or challenge (a) changes in uses or density of property outside the Neighborhood in which such Person owns a Lot, including, without limitation, changes with respect to any of the Adjacent Properties, or (b) changes in the Master Plan relating to property outside the Neighborhood in which such Person owns a Lot. Declarant or any Declarant Related Entity may apply for such rezoning at any time.

4.18 Use of Ponds and Other Bodies of Water. The Properties are intended to consist of a series of passive aesthetic ponds and other bodies of water as depicted on the subdivision plat that shall be Common Area. Notwithstanding the foregoing, neither the Association, the original Declarant, any Declarant Related Entity, nor any successor Declarant shall be held liable for any loss or damage by reason of any permitted or prohibited use of any pond or other body of water for any purpose by Owners or Occupants. Each Owner acknowledges, understands and covenants to inform all Occupants of its Lot that the Association, its Board of Directors, ARB and committees, Declarant, any Declarant Related Entity, and any successor Declarant are not insurers and that each Person using any pond or other body of water shall do so only in accordance with the restrictions set forth in Article 10, any rules and regulations adopted by the Board, and applicable governmental laws, ordinances, rules and regulations. Each Person assumes all risks of personal injury, and loss or damage to property, including Lots, resulting from or associated with use of any pond or other body of water. Each Owner on behalf of itself and its Occupants acknowledges that ponds and other water bodies in the Properties may be designed as water management areas and are not necessarily designed as recreation or aesthetic features. Due to fluctuations in ground water elevations within the immediate area, the water level of ponds and waterways will rise and fall. Neither the Declarant, any Declarant Related Entity, nor the Association has control over such water elevations, shore features or treatments, landscaping or any other matters related to water features in the Properties. In addition, the Association shall not be responsible for maintaining, increasing or decreasing the water level within any other water body or removing vegetation from any other water body. Notwithstanding anything to the contrary contained herein, nothing in this Section 4.18 or this Declaration shall obligate the Declarant, any Declarant Related Entity or the owner of any Private Amenity or Adjacent Property to maintain or care for any body of water, the lands encompassing such bodies of water, or any other property. In furtherance of the foregoing, the Association shall allow ponds and waterways to remain in their natural state and the Association shall have no obligation to clear the pond of any natural growing material. The Association also shall have no responsibility to maintain any of the land adjacent to such ponds.

4.19 Presence and Management of Wildlife. Each Owner and Occupant acknowledges that the Properties are located adjacent to and in the vicinity of wetlands, ponds, agricultural areas, and other natural areas. Such areas may contain wildlife, including without limitation, deer, opossums, wild turkeys, raccoons, skunks, and snakes. Neither the Association, the Board, the original Declarant, any Declarant Related Entity, nor any successor Declarant shall have any duty to take action to control, remove or eradicate any wildlife in the Properties nor shall they be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the Properties. Each Owner and Occupant of a Lot shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of such wildlife and further acknowledges that the Association, the Board, the original Declarant, any Declarant Related Entity, or any successor Declarant have made no

representations or warranties, nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the presence of such wildlife.

The Declarant, acting in its sole and absolute discretion, retains the right, but not the obligation, to engage in wildlife management plans and practices on the Properties to the extent that such practices are permitted by applicable state and federal law. For the purpose of illustration and not limitation, this includes the right to manage and control any populations of white-tailed deer, raccoons, and other wildlife through a variety of techniques, including trapping, relocating, sterilization, and habitat manipulation. Declarant may, in its sole and absolute discretion, commission environmental studies and reports relating to the Properties and the wildlife habitats located thereon, and may elect to follow or disregard any recommendations resulting from such studies. The Declarant or any Declarant Related Entity may assign these management rights to the Association, in which event the expenses of such activities shall be funded by General Assessments.

4.20 Municipal Services. The Association may, but is not obligated to, contribute funds to the Town or other applicable governmental authorities, for the purpose of increasing the applicable authority's capacity to provide municipal services, including, without limitation, enhanced infrastructure Improvements (i.e., curbing, alternative paving surfaces, road and street improvements, traffic control devices, street and directional signage, etc.), and police and fire protection services, within Covered Bridge at Château Elan. The Association may also enter into agreements with the Town or other applicable governmental authorities for the purpose of maintaining or contributing to the costs of maintaining any roads, related drainage easements, ponds, and sidewalks within Covered Bridge at Château Elan.

4.21 Governmental Permits. To the extent permitted by law, Declarant shall have the right in its sole and absolute discretion to assign, delegate, and/or otherwise transfer to the Association any of its continuing obligations and/or responsibilities under governmental permits and approvals with respect to the Properties, including, without limitation, its continuing obligations under any permit. The Association shall accept and assume such obligations and responsibilities without condition or consideration. Such assignment, delegation, or transfer and assumption shall be effective without the consent of, or any further action by the Association, but upon Declarant's request, the Association shall promptly execute any documents that Declarant or any Declarant Related Entity requests to evidence the assignment, delegation, or transfer and assumption of such obligations and/or responsibilities. The Association shall comply in all respects with the terms of, and shall not undertake any activity inconsistent with, such permits and approvals. The Association shall indemnify, defend and hold Declarant and any Declarant Related Entity harmless from and against any claims or losses arising out of the violation or failure to comply with any permit(s), or out of the operation, maintenance or use of any improvement or facility authorized by the permit(s), provided such claim or loss first occurs after the effective date of the assignment, delegation, transfer (or tender of the assignment, delegation, or transfer, if wrongfully refused by the Association).

ARTICLE 5: MAINTENANCE

5.1 Association's Responsibility.

(a) The Association shall maintain and keep in good condition, order and repair the Area of Common Responsibility, which may include, but need not be limited to:

(i) all Common Area;

(ii) all landscaping and other flora, parks, ponds, structures, and Improvements, including any entry features, gates, parking areas, sidewalks, recreational facilities, bike and pedestrian pathways and trails situated upon the Common Area;

(iii) all Private Streets and the curb gutters;

(iv) all trimming and pruning of street trees located between the street and the property line of the Lot, but not the replacement of any such street tree which shall be the express responsibility of Owners as set forth herein;

(v) all furnishings, equipment and other personal property of the Association;

(vi) entry features, gates, structures and Improvements within public or private rights-of-way within or abutting the Properties or upon such other public land adjacent to the Properties as deemed necessary in the discretion of the Board, but not including areas that are specifically the Owner's responsibility pursuant to Section 5.2 below;

(vii) such additional portions of any property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Cost Sharing Agreement or any contract or agreement for maintenance thereof entered into by the Association;

(viii) all street lights, directional and other signage. In the event that a street light becomes damaged, the Association shall be responsible for the installation of a replacement light;

(ix) all ponds, streams and/or wetlands located within the Properties that serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith unless such facilities are located within an Adjacent Property or Private Amenity and are maintained by the owner of the Adjacent Property or Private Amenity, respectively, in which event the terms of Section 4.18 above, including, without limitation, the limits on Declarant's responsibility, shall apply; and

(x) any property and facilities owned by the Declarant or a Declarant Related Entity and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

(b) Declarant may establish specific minimum standards for the maintenance, operation and use of any Area of Common Responsibility in the Governing Documents and/or in the deed or other instrument transferring the property to the Association. Such standards shall become part of the Community-Wide Standard. These standards may contain general provisions applicable to all of the Area of Common Responsibility, as well as specific provisions that vary from one portion of the Area of Common Responsibility to another depending upon the nature of any Improvements located thereon, intended use, location, and/or unique characteristics.

(c) Notwithstanding anything to the contrary contained herein, the Association shall be obligated, as a Common Expense, to maintain the Adjacent Property and any other property and facilities owned by the Declarant or a Declarant Related Entity and made available, on a temporary or

permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Adjacent Property and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association

(d) The Association may, as a Common Expense, maintain other property and Improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(e) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole and absolute discretion of the Board, to perform required maintenance or repairs, unless Voting Delegates representing at least seventy-five percent (75%) of the Class "A" votes in the Association and during the Development Period the Declarant agree in writing to discontinue such operation.

The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner or a Neighborhood Association in a Supplemental Declaration executed by such Owner or Neighborhood Association; (ii) such maintenance responsibility is otherwise assumed by an owner or operator of a portion of an Adjacent Property or Private Amenity pursuant to a Cost Sharing Agreement entered into by the Association; or (iii) such property is dedicated to any local, state, or federal governmental or quasi-governmental entity; provided however, that in connection with any such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means during the Development Period except with the written consent of the Declarant or Declarant Related Entity.

(f) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to the Governing Documents, any recorded covenants, or any agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned, or a Specific Assessment against the particular Lots to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(g) The Association may mow and maintain on each unimproved Lot any grass within any portion of the Lot.

(h) If all Lots within a Neighborhood have similar Exclusive Common Areas, the Association may cumulate such expenses and assess the costs as Neighborhood Assessments against all Lots within such Neighborhood.

(i) In the event that the Association fails to properly perform its maintenance responsibilities hereunder and to comply with the Community-Wide Standard, the Declarant or any Declarant Related Entity may, upon not less than ten (10) Days' notice to the Association and the opportunity for the Association to cure such failure, cause such maintenance to be performed and in such event, shall be entitled to reimbursement from the Association for all costs incurred.

Notwithstanding anything to the contrary contained herein, nothing in this Section 5.1 or this Declaration shall obligate the Declarant, any Declarant Related Entity or the owner of any Private Amenity or Adjacent Property to maintain or care for any portion of the Properties.

5.2 Owner's Responsibility. Each Owner shall maintain his or her Lot and all Improvements located thereon, including without limitation, all structures, parking areas, sprinkler and irrigation systems, landscaping and other flora, and other Improvements on the Lot, together with all areas located between the street and the property line of the Lot, including all sidewalks, landscaping, and other items situated therein in a manner consistent with the Community-Wide Standard, the Master Plan, and all Governing Documents unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association. Each Owner shall also maintain the driveway and mailbox serving his or her Lot and all landscaping, including watering and maintaining any street trees. It shall be the responsibility of every Owner for the replacement of any diseased, damaged, dead and/or dying street trees, subject to any size requirements or other such specifications as mandated by the ARB. Notwithstanding the foregoing, it shall be the responsibility of the Association to perform any trimming/pruning of street trees, as set forth in Section 5.1(a)(ii). In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibilities, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment in accordance with Section 8.7(c). The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency. Notwithstanding the foregoing, any unimproved Lot which is still owned and/or otherwise under the control of Declarant or any Declarant Related Entity is specifically exempted from the foregoing provisions relative to maintaining such Lots in a manner consistent with the Community-Wide Standard.

Entry by the Association or its designee under this Section shall not constitute a trespass.

5.3 Neighborhood's Responsibility. Upon resolution of the Board of Directors, to the extent that Neighborhoods are designated within the Properties, the Owners of Lots within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent roads, Private Streets within the Neighborhood, and ponds within the Neighborhood, regardless of ownership or the Person performing the maintenance; provided however, all Neighborhoods which are similarly situated shall be treated the same.

Any Neighborhood Association having responsibility for maintenance within a particular Neighborhood pursuant to additional covenants applicable to such Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If it fails to do so, the Association may perform such responsibilities and assess the costs as a Specific Assessment against all Lots within such Neighborhood as provided in Section 8.7.

5.4 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance for which the

Association, any Owner and/or any Neighborhood Association is responsible, but expressly excluding Declarant, any Declarant Related Entity or any successor Declarant, shall be performed in a manner consistent with the Community-Wide Standard and all Governing Documents. Neither the Association, any Owner nor any Neighborhood Association shall be liable for any damage or injury occurring on or arising out of the condition of property that such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.5 Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two (2) adjoining Lots shall constitute a party structure. For purposes of this Section, any fence that serves to enclose only one Lot or which is otherwise installed at the option of the Owner of the Lot shall not be deemed a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to party walls and similar structures. Any dispute arising concerning a party structure shall be handled in accordance with Section 15.6.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Voting Delegates representing at least seventy-five percent (75%) of the total Class "A" votes in the Association, and during the Development Period the Declarant decide within sixty (60) Days after the loss not to repair or reconstruct.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

5.6 Cost Sharing Agreements. Adjacent to or in the vicinity of the Properties, there are the Private Amenities, Adjacent Properties and other areas, including, without limitation, certain residential, nonresidential or recreational areas, including without limitation single family residential developments such as The Woodlands, The Legends, Executive Estates, Country Estates, and retail, commercial, or business areas and Private Amenities, which are not subject to this Declaration and which are neither Lots nor Common Area as defined in this Declaration. The owners of such Private Amenities and Adjacent Properties shall not be Members of the Association, shall not be entitled to vote, and shall not be subject to assessment under Article 8 of this Declaration. The Association may enter into Cost Sharing Agreements with the homeowners associations, owners or operators of portions of the Private Amenities, Adjacent Properties and other areas adjacent to the Properties (collectively, the "cost sharing parties"):

(a) to obligate the cost sharing parties to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of the Area of Common Responsibility, if any, which are used by or benefit jointly the cost sharing parties and the owners within the Properties; and/or

(b) to obligate the Association to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of such properties, if any, owned or controlled by the cost sharing parties, which are used by or benefit jointly the cost sharing parties and the owners within the Properties.

The cost sharing parties shall be subject to assessment by the Association only in accordance with the provisions of such Cost Sharing Agreement(s). If the Association is obligated to share costs incurred by the cost sharing parties, the Cost Sharing Agreement shall provide whether such payments by the Association shall constitute Common Expenses or Neighborhood Expenses of the Association. The cost sharing parties shall not be subject to the restrictions contained in this Declaration except as otherwise specifically provided herein.

ARTICLE 6: INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable Improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured Improvements;

(ii) commercial general liability insurance on all public ways located within the Properties and on all Areas of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars ($1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) directors and officers liability coverage;

(v) fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth (1/6th) of the annual General Assessments on all Lots plus reserves on hand.

Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance.

In the event that any portion of the Common Area is or shall become located in an area identified by the Federal Emergency Management Agency ("**FEMA**") or any successor entity as an area having special flood hazards, a "blanket" policy of flood insurance on the Common Area must be maintained in the amount of one hundred percent (100%) of current "replacement cost" of all affected Improvements and other insurable property or the maximum limit of coverage available, whichever is less.

In addition, the Association may obtain and maintain property insurance on the insurable Improvements within any Neighborhood in such amounts and with such coverages as the Owners in such Neighborhood may agree upon pursuant to Section 3.3. Any such policies shall provide for a certificate of insurance to be furnished to the Neighborhood Association and to the Owner of each Lot insured upon request.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained on behalf of a Neighborhood shall be charged to the Owners of Lots within the benefited Neighborhood as a Neighborhood Assessment; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefited unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense and assessed in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss resulted from the negligence or willful misconduct of one or more Owners or Occupants, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to Section 8.7.

The Association shall have no insurance responsibility for any portion of the Adjacent Properties or Private Amenities.

(b) Policy Requirements. The Association shall arrange for periodic reviews of the sufficiency of insurance coverage by one or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the Town of Braselton, Gwinnett County, Georgia area.

All Association policies shall provide for a certificate of insurance to be furnished to the Association and to each Member upon written request. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a).

(i) All insurance coverage obtained by the Board shall:

(1) be written with a company authorized to do business in the State of Georgia which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(2) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its

Members. Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners of Lots within the Neighborhood and their Mortgagees, as their interests may appear;

(3) not be brought into contribution with insurance purchased by Owners, Occupants, or their Mortgagees;

(4) contain an inflation guard endorsement;

(5) include an agreed amount endorsement, if the policy contains a co-insurance clause; and

(6) include an endorsement requiring at least thirty (30) Days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

(ii) In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(1) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and Occupants, their servants, and agents;

(2) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(3) an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(4) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(5) that each Owner is an insured person with respect to liability arising out of such Owner's status as a Member;

(6) a cross-liability provision; and

(7) a provision vesting the Board with the exclusive authority to adjust losses; provided however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Damage and Destruction. In the event of any insured loss covered by insurance held by the Association, only the Board or its duly authorized agent may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection, means repairing or restoring the property to substantially the condition existing prior to the damage, allowing for changes or Improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Voting Delegates representing at least seventy-five percent (75%) of the total Class "A" votes in the

Association, and during the Development Period, the Declarant decides within sixty (60) Days after the loss either (i) not to repair or reconstruct or (ii) to construct alternative Improvements.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) Day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional Days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative Improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Neighborhood, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1(a).

6.2 Owners' Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable Improvements on his or her Lot, less a reasonable deductible, unless either the Neighborhood Association (if any) for the Neighborhood in which the Lot is located or the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefited Lot and the Owner thereof pursuant to Section 8.7.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures or landscaping on or comprising his or her Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged Improvement, structure or landscaping in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 9. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs that are not covered by insurance proceeds.

The requirements of this Section shall also apply to any Neighborhood Association that owns common property within the Neighborhood in the same manner as if the Neighborhood Association were an Owner and the common property was a Lot. Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing Improvements and structures on the Lots within such Neighborhood and for clearing and maintaining the Lots in the event the structures are not rebuilt or reconstructed.

6.3 Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, neither the Association, its Board of Directors, its successors or assigns, nor any officer or director or committee member, employee, agent, contractor (including the management company, if any) of any of them shall be liable to any Member or any Occupant or their

agents, servants, contractors or lessees for any injury or damage sustained in the Area of Common Responsibility, the Common Area or any other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members, Occupants or any of their agents, servants, contractors or lessees, whether such loss occurs in the Common Area or on individual Lots.

Each Owner, by virtue of the acceptance of title to his or her Lot, and each other Person having an interest in or right to use any portion of the Properties, by virtue of accepting such interest or right to use, shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this Section.

ARTICLE 7: ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1 Annexation by Declarant. Until thirty (30) years after the recording of this Declaration in the Public Records, Declarant or any Declarant Related Entity may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the Additional Property. The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of the Members, but shall require the consent of the owner of such property to be annexed, if other than Declarant or any Declarant Related Entity. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Declarant intends to develop the Properties in accordance with the Master Plan, but reserves the right to modify the Master Plan and any plat or any portion of the Properties from time to time in its sole and absolute discretion and at its option. Declarant or any Declarant Related Entity shall not be required to follow any predetermined order of improvement and development within the Master Plan or Properties, and it may annex Additional Property and develop it before completing the development of the Properties. Nothing in this Declaration shall be construed to require the Declarant, Declarant Related Entity, or any successor Declarant to annex or develop any of the Additional Property in any manner whatsoever.

7.2 Annexation by Membership. The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of the Members representing a Majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and, during the Development Period, the written consent of the Declarant or any Declarant Related Entity.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the president and the secretary of the Association, and by the owner of the property being annexed, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

7.3 Annexation of Adjacent Developments. Adjacent to Covered Bridge at Château Élan are four (4) separate single family residential developments known as "The Woodlands at Chateau Elan", "The Legends at Château Élan", "Executive Estates at Château Élan" and "Country Estates" (the "adjacent developments"). Each of the adjacent developments is governed by a separate declaration of covenants, conditions, restrictions and easements. Any adjacent development may be annexed to the

provisions of this Declaration by amending the existing declaration governing the adjacent development in accordance with its terms to strike such declaration and to adopt this Declaration. Any such amendment to annex an adjacent development to this Declaration shall be filed in the Public Records and shall require the prior written consent of the Declarant during the Development Period and the president and the secretary of the Association thereafter. Such amendment may designate the adjacent development as a separate Neighborhood.

7.4 Withdrawal of Property. The Declarant reserves the right to amend this Declaration during the Development Period for the purpose of removing any portion of the Properties from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the owner of the property to be withdrawn, if not the Declarant or a Declarant Related Entity. If the property is Common Area, the Association shall execute a written consent to such withdrawal, with such consent by the Association not to be unreasonably withheld, conditioned or delayed and deemed to be given upon the filing of a Supplemental Declaration in the Public Records.

7.5 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Properties to additional covenants and easements, including without limitation, covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of the property affected by such additional covenants and easements, if other than the Declarant or a Declarant Related Entity. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property for such purposes as deemed appropriate in the Declarant's sole and absolute discretion, including but not limited to, modifications to reflect the different character and intended use of such property as well as modifications to the types, allocations or amounts of the various assessments.

7.6 Amendment. Notwithstanding anything to the contrary contained in this Declaration, this Article shall not be amended during the Development Period without the prior written consent of Declarant.

ARTICLE 8: ASSESSMENTS

8.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be four (4) types of assessments: (a) General Assessments to fund Common Expenses for the general benefit of all Lots; (b) Neighborhood Assessments for Neighborhood Expenses benefiting only Lots within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 8.6; and (d) Specific Assessments as described in Section 8.7. Each Owner, by accepting a Deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments and other charges, together with interest, late charges, costs of collection, and Legal Costs, shall be a charge and continuing lien upon each Lot against which the assessment or charge is made until paid, as more particularly provided in Section 8.8. Each such assessment or charge, together with interest, late charges, costs, and Legal Costs, also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments that accrued prior to such acquisition of title.

The Association shall furnish, upon request, to any Owner liable for any type of assessment a written statement signed by an Association officer or designee setting forth whether such assessment has been paid. Such statement shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such statement.

The Association's fiscal year shall be the calendar year. Assessments shall be paid in their entirety in advance prior to January 15 of each upcoming fiscal year to which the assessments apply, Advance payment of assessments shall be mandatory and required at closing of the transfer of title to a Lot. Additionally, the Board shall have the absolute and unfettered right to impose special requirements and to otherwise impose more stringent rules for Owners with a history of delinquent payment. By way of illustration and not limitation, a "history of delinquent payments" may include, failure by any Owner to remit any payment due hereunder within thirty (30) days of such payment due date, two (2) or more times within any sixty (60) month period. If the Board so elects, assessments may be paid in two (2) or more installments, including, without limitation, quarterly or monthly. Unless the Board otherwise provides, the General Assessment and any Neighborhood Assessment shall be due and payable in advance on the first Day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding assessments be paid in full immediately. Any assessment or installment thereof shall be considered delinquent on the fifteenth (15th) Day following the due date unless otherwise specified by Board resolution.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment or leasing of such Owner's Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or Improvements, or from any other action taken by the Association or Board.

The Association is specifically authorized to fully or partially exempt certain Lots from liability for and payment of assessments based on the Owner of and/or use of such Lots or portions thereof as the Board may from time to time determine in its sole and absolute discretion.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses, provided, however, that the fair market value of the "in kind" contribution of services, materials, or a combination of services and materials provided is of equal or greater value than the share of Common Expenses deemed satisfied by such contribution.

The Governing Documents applicable to each Neighborhood may designate one or more Persons who may be responsible for collecting all assessments levied against Lots within such Neighborhood (such Person or Persons hereinafter defined and referred to as the "**Neighborhood Assessor**"). In the Association's sole and absolute discretion, the Neighborhood Assessor shall be required to pay the full amount of such assessments to the Association on or before the date that such assessments are due. No Neighborhood Assessor may claim set-off nor abatement based upon such Person's inability or failure to collect such assessments from the Owners of Lots within such Neighborhood. If the Governing Documents applicable to a particular Neighborhood create a Neighborhood Association, the Neighborhood Association shall serve as the Neighborhood Assessor if permitted or required to do so by the Association pursuant to Section 3.3.

8.2 Declarant's Obligation for Assessments. During the Development Period, the Declarant and/or Declarant Related Entities may, but are expressly not obligated to, annually elect to pay either (a)

an amount equal to the assessments on all of its unsold Lots, notwithstanding the commencement date set forth in Section 8.8; or (b) the difference between the amount of assessments levied on all other Lots subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless the Declarant otherwise notifies the Board in writing prior to the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. The Declarant's obligation hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After the date of Class "B" Termination, the Declarant shall pay assessments on any unsold Lots in the same manner as any other Owner.

Notwithstanding anything to the contrary contained herein, no Lot owned by the Declarant or any Declarant Related Entity shall be subject to assessment unless otherwise directed by the Declarant.

8.3 Computation of General Assessments.

At least thirty (30) Days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Common Expenses for the upcoming year including expenses the Association is solely responsible for and any shared expenses set forth in any Cost Sharing Agreement. The budget may include a contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 8.5.

General Assessments shall be levied equally against all Lots subject to assessment and shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including any reserves. In determining the level of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years, any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year and any income expected to be generated from any Cost Sharing Agreement.

During the Development Period, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by extending a loan to the Association in the Declarant's discretion. Any such loan shall be disclosed as a line item in the Common Expense budget. Payments by the Declarant in any year shall under no circumstances obligate the Declarant to continue to extend the loan in future years unless otherwise provided in a written agreement between the Association and the Declarant. The Association shall repay the loan at any time when called by the Declarant over a thirty-six (36) month period in thirty-six (36) equal monthly installments.

The Board shall send a copy of the budget and notice of the amount of the General Assessment for the following year to each Owner by electronic mail (which shall be the only form of delivery, thus requiring every Owner to have a valid electronic mail address except as otherwise approved by the Association on a case-by-case basis) at least thirty (30) Days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved at a meeting by Voting Delegates holding at least seventy-five percent (75%) of the total Class "A" votes in the Association and, during the Development Period, by the Declarant or Declarant Related Entity. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within twenty (20) Days after delivery of the notice of assessments. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the proposed budget of the Association is disapproved or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. In such event or if the budget proves inadequate for any reason, the Board may prepare a revised budget for the remainder of the fiscal year. The Board shall send a copy of the revised budget to each Owner at least thirty (30) Days prior to its becoming effective. The revised budget shall become effective unless disapproved in accordance with the above procedure.

8.4 Computation of Neighborhood Assessments. At least thirty (30) Days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any Supplemental Declaration, or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association and, upon approval of Owners in accordance with Section 3.3, any additional costs shall be added to such budget. In addition, any excess expenses over and above the base amount for similar Neighborhood expenses paid through the General Assessment shall be added to such budget. Such budget may include a contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood. Neighborhood Expenses shall be allocated equally among all Lots within the Neighborhood(s) benefited thereby and levied as a Neighborhood Assessment.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Owner of a Lot in the Neighborhood at least thirty (30) Days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by Owners of a Majority of the Lots in the Neighborhood to which the Neighborhood Assessment applies and, during the Development Period, by the Declarant. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten percent (10%) of the Lots in such Neighborhood. This right to disapprove shall apply only to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the Owners within any Neighborhood disapprove any line item of a Neighborhood budget, the Association shall not be obligated to provide the services anticipated to be funded by such line item of the budget. If the Board fails for any reason to determine a Neighborhood budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

8.5 Reserve Budget. The Board may, in its sole discretion, annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset and the expected repair or replacement cost. The Board shall include in the general and Neighborhood budgets reserve amounts sufficient to meet the projected needs of the Association.

8.6 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Lots, if such Special Assessment is for Common Expenses, or against the Lots within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all Lots subject to such

Special Assessment. Any Special Assessment shall become effective unless disapproved at a meeting by the Voting Delegates representing at least seventy-five percent (75%) of the total Class "A" votes allocated to Lots that will be subject to such Special Assessment and, during the Development Period, by the Declarant. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within twenty (20) Days after the date of the notice of such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.7 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot(s) or Occupants thereof upon request of the Owner pursuant to a menu of special services, such as landscape maintenance, which the Board may from time to time authorize to be offered to Owners and Occupants (which might include, without limitation, landscape maintenance, garbage collection, pest control service, cable, digital, satellite, and similar services, internet, intranet, data and other computer-related services, street cleaning, waste collection, recycling collection, bike-sharing and car-sharing services, courtesy patrol, caretaker, fire protection, utilities, and similar services and facilities), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover the costs associated with maintenance, repair, replacement and insurance of any Adjacent Property and any Exclusive Common Area assigned to one or more Lots; and

(c) to cover all costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or Occupants of the Lot.

Fines levied by the Association pursuant to Section 4.3 shall constitute a Specific Assessment. The Association may also levy a Specific Assessment against the Lots within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Articles, the By-Laws, and rules; provided however, the Board shall give prior written notice to the Owners of Lots in the Neighborhood and an opportunity for such Owners to be heard before levying any such assessment.

8.8 Lien for Assessments. The Association shall have a lien against each Lot to secure payment of assessments and other charges, as well as interest at a rate to be set by the Board (subject to the maximum interest rate limitations of Georgia law), late charges in such amount as the Board may establish (subject to the limitations of Georgia law), costs of collection and Legal Costs. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies that by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and judicial or non-judicial foreclosure.

The Declarant, Declarant Related Entity or the Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment allocated to the Lot owned by the Association. The Association may sue for unpaid

assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall remain the personal obligation of the owner of the Lot prior to the foreclosure, and, unless and until collected from such prior owner, shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.9, including such acquirer, its successors and assigns.

All other Persons acquiring liens or encumbrances on any Lot after this Declaration has been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

8.9 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the date on which the Lot is conveyed to a Person other than the Declarant or a Declarant Related Entity or a Builder having been approved by Declarant as a participant in the Chateau Elan Builder Program. With respect to any Lot owned by a Builder that has been approved by Declarant as a participant in the Chateau Elan Builder Program, assessments shall commence upon the actual occupancy of such Lot, excluding any period that such Lot is being used exclusively as a model home. Once assessments have commenced upon any Lot, the obligation to pay assessments with respect to such Lot shall not be suspended or terminated unless the Lot is reacquired by Declarant or a Declarant Related Entity, or except as otherwise provided herein. The first annual General Assessment and Neighborhood Assessment, if any, levied on each Lot shall be adjusted according to the number of Days remaining in the fiscal year at the time assessments commence on the Lot and shall be due and payable at closing.

8.10 Failure to Assess. Failure of the Board to establish assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.11 Exempt Property. The following property shall be exempt from payment of General Assessments, Neighborhood Assessments, and Special Assessments:

(a) All Common Area and such portions of the property owned by the Declarant or a Declarant Related Entity as are included in the Area of Common Responsibility pursuant to Section 5.1;

(b) Any property that is owned by a charitable nonprofit corporation or public agency authorized by Declarant or a Declarant Related Entity and whose primary purposes include the acquisition and preservation of open space for public benefit and held by such agency or organization for recreational and open space purposes;

(c) Property owned by any Neighborhood Association, or by the members of a Neighborhood Association as tenants-in-common, for the common use and enjoyment of all members within the Neighborhood; and

(d) Any property dedicated or otherwise conveyed to and accepted by any governmental authority or public utility unless otherwise specified by Declarant or Declarant Related Entity in a Supplemental Declaration applicable to such property.

In addition, any property that is owned by a quasi-governmental authority or public agency may be exempted from such assessments in Declarant's and/or Declarant Related Entity's sole and absolute discretion and as memorialized in a Supplemental Declaration applicable to such property.

With the exception of the property described in subsection (d) above, and unless a Supplemental Declaration applicable to such property otherwise provides, the owner of any property that is exempt from the payment of assessments shall make open spaces and recreational areas on such property available for use by the Association, Owners of other Lots, and their invitees, as consideration for such exemption. Use and enjoyment of such open spaces and recreational areas shall be subject to reasonable rules and regulations adopted by the owner of such property, with the consent of the Board.

8.12 Capitalization of Association. Upon acquisition of record title to a Lot by each Owner thereof other than the Declarant, Declarant Related Entity, or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to the greater of: (i) one-third (1/3) of the annual General Assessment per Lot for that year; or (ii) four hundred twenty five dollars ($425) (the **"Working Capital Contribution"**). This amount shall be collected and disbursed to the Association at closing of the purchase and sale of the Lot to **each and every** Owner except with respect to Excluded Transactions as set forth below. Capital contributions shall be used by the Association in covering operating expenses and other expenses incurred by the Association pursuant to the Governing Documents. This amount shall be in addition to, not in lieu of, the annual General Assessment and shall not be considered an advance payment of such assessment.

Notwithstanding the foregoing, the Working Capital Contribution shall not be due and payable for the following transactions (collectively, the **"Excluded Transactions"**):

(a) The transfer of a Lot, or portion thereof, to Declarant or any Declarant Related Entity;

(b) The transfer of a Lot, or portion thereof, to the spouse of an Owner or to a direct lineal descendant of the Owner;

(c) The transfer of a Lot, or portion thereof, to a trust whose beneficiaries are solely the spouse and/or are direct lineal descendants of the Owner;

(d) Any transfer for which the Declarant, in its sole and absolute discretion, has provided a written waiver of the Working Capital Contribution; or

(e) During the Development Period, any transfer for which the Association, in its reasonable discretion, has provided a written waiver of the Working Capital Contribution.

Except for the Excluded Transactions permitted under subparagraph (a) above (for which no notice shall be required), the transferring Owner shall give the Association at least thirty (30) Days prior written notice of any transfer which is an Excluded Transaction with sufficient documentation to establish that the transfer is an Excluded Transaction.

It is hereby acknowledged that if a transfer of a Lot, or portion thereof, is deemed in that particular instance to be an "Excluded Transaction", the subsequent transfer of that Lot, or portion

thereof, shall again be subject to the Working Capital Contribution unless such subsequent transfer independently qualifies as a separate Excluded Transaction in accordance with this Section.

8.13 Contributions by Declarant. In accordance with Section 8.2, the Declarant may but expressly shall not be obligated to support the Association by funding operating deficits during the Development Period. At the sole election of Declarant, Declarant or any Declarant Related Entity may recoup from the Association all such payments, which amounts may be paid from the operating account of the Association, or from the working capital contributions collected at the sale of Lots, but not from capital reserves. Regardless of whether the Declarant recoups any other deficit amounts, it is not the intention of the Declarant to forfeit refundable reserves or deposits paid by Declarant, nor to pay for deficits created by the nonpayment of assessments by other Owners. It is also not the intention of Declarant to pay for expenses which are otherwise covered in the annual budget of the Association, but which, due to the requirement of an advance payment, create temporary or seasonal deficits. Accordingly, Declarant shall be reimbursed for all amounts paid by Declarant in the funding of deficits caused by the nonpayment of assessments by Owners which, if not sooner paid, shall be paid to Declarant at the time the unpaid assessment is collected. In addition, if not sooner paid, Declarant shall be reimbursed for any refundable deposit upon the Association's receipt of the same.

All deficits shall be collectible by Declarant or any Declarant Related Entity at any time from the working capital contributions or from excess funds not designated for capital reserves. The Declarant or any Declarant Related Entity shall have the right to pursue the collection of any unpaid assessments on behalf of the Association, as well as the right to act on behalf of the Association (if necessary) in obtaining refunds of all deposits paid for by Declarant. The Board of Directors, specifically including members of the Board appointed by the Declarant, shall be authorized to execute a promissory note or notes on behalf of the Association to evidence the repayment obligation of the Association; provided however, the failure to execute such a note shall in no way diminish such obligation.

ARTICLE 9: ARCHITECTURAL STANDARDS

9.1 General. No exterior structure or Improvement shall be placed, erected, installed, constructed, or altered upon, or removed from, any Lot or any other portion of the Properties except in compliance with the Governing Documents, including, without limitation, this Article 9, and with the prior written approval of the ARB, unless exempted from the application and approval requirements pursuant to Section 9.3(b). Owners must obtain such prior written approval from the ARB prior to submitting any application(s) for applicable permits and approvals to local, state, or federal governmental departments or agencies, which have jurisdiction over construction. All dwellings constructed on any portion of the Properties shall be designed and built in accordance with the plans and specifications of a qualified building designer, unless otherwise approved by the ARB in its sole and absolute discretion. The ARB shall have the obligation to mandate additional requirements to increase efficiency of the approval process including a process to streamline or be able to refuse to consider requests deemed frivolous by the ARB in the exercise of its sole and absolute discretion.

This Article expressly shall not apply to the activities of the Declarant or any Declarant Related Entity nor to Improvements to any Adjacent Property or Private Amenity made by or on behalf of the owner of such Adjacent Property or Private Amenity, respectively. This Article may not be amended during the Development Period without the Declarant's written consent.

9.2 Architectural Review. Each Owner, by accepting a Deed or other instrument conveying any interest in any portion of the Properties acknowledges that, as the developer of the Properties, Declarant has a substantial interest in ensuring that all structures and Improvements within the Properties enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market,

sell or lease any portion of Covered Bridge at Château Elan. Therefore, the Declarant may, on its behalf, establish an ARB to be responsible for administration of the Design Guidelines and review of all applications for construction and modifications under this Article. The ARB shall consist of one (1) or more Persons who may, but are not required to be, Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the ARB. The ARB may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, landscape architects, engineers or other professionals that the ARB employs or with whom it contracts. The Board may include the compensation of such Persons in the Association's annual operating budget or, if appropriate, in a Neighborhood operating budget. In addition, the ARB may require the posting of deposits or bonds while construction is pending on any Lot to ensure completion of all work in compliance with plans approved by the ARB, in conformance with all Design Guidelines and without damage to the Properties.

The ARB shall have exclusive jurisdiction over all construction on any portion of the Properties. Until five (5) years after one hundred percent (100%) of the Lots in the Properties have been developed and conveyed to Owners other than Builders, a Declarant Related Entity or the Declarant, and initial construction on each Lot has been completed in accordance with the Design Guidelines, the Declarant retains the right to appoint all members of the ARB who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the Board shall appoint the members of the ARB, who shall thereafter serve and may be removed in the Board's discretion. During the time when the Board shall appoint members of the ARB, at least one member of the ARB shall be required to have professional experience in the field of architecture or design.

9.3 Guidelines and Procedures.

(a) Design Guidelines. The Declarant shall prepare the initial Design Guidelines for the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions that vary according to land use and from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. For example, by way of illustration but not limitation, the Design Guidelines may impose stricter requirements on corner lots or on those portions of the Properties adjacent to or visible from any Adjacent Property, Private Amenity, or any pond, stream or other body of water. By way of further illustration and not limitation, the Design Guidelines may include specific restrictions applicable to Lots adjacent to ponds restricting fences to protect view sheds from the ponds. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the ARB in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the ARB and compliance with the Design Guidelines does not guarantee approval of any application.

The ARB shall adopt the Design Guidelines at its initial organizational meeting and thereafter shall have sole and full authority to amend them. Any amendments to the Design Guidelines shall be prospective only. There shall be no limitation on the scope of amendments to the Design Guidelines except that no amendment shall require the modification or removal of any Improvement previously approved once the approved construction or modification has commenced (provided that any such modification is completed within six (6) months of such approval of the same). The ARB is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines more or less restrictive.

(b) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and Improvements shall be submitted to the ARB for review and approval or disapproval. In addition, information concerning irrigation systems, drainage, lighting, grading, landscaping and other features of proposed construction shall be submitted as applicable and as required by the Design Guidelines. In reviewing each submission, the ARB may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other considerations. The existence of certain design elements, fences, or locations, for example, on one dwelling does not require the ARB to approve the same item for another Lot.

Each application to the ARB shall be deemed to contain a representation and warranty by the Owner that use of the plans submitted does not violate any copyright associated with the plans. Neither the submission of the plans to the ARB, nor the distribution and review of the plans by the ARB shall be construed as publication in violation of the designer's copyright, if any. Each Owner submitting plans to the ARB shall hold the members of the ARB, the Association and the Declarant harmless and shall indemnify said parties against any and all damages, liabilities, and expenses incurred in connection with the review process of this Declaration. All applications for new construction shall require a site plan layout of improvements and all applications for a modification shall require "as-built" site surveys.

In reviewing and acting upon any request for approval, the ARB shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Decisions may be based solely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time. The ARB shall have the sole and absolute discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and whether proposed Improvements are consistent with Design Guidelines.

The ARB shall make a determination on each application after receipt of a completed application with all required information, materials and fees. If the ARB permits or requires an application to be submitted or considered in stages, a final decision shall not be required until after the final, required submission. The ARB may: (i) approve the application with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. No approval shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the ARB pursuant to Section 9.9. Any approvals issued hereunder shall expire six (6) months after issuance thereof and Owner shall be required to re-submit such application for reconsideration by the ARB, unless construction shall have commenced relative to any such Improvements prior to expiration of such six (6) month period and is being diligently pursued to completion.

In the event that the ARB fails to respond in writing to any application within thirty (30) Days after submission of all required information, materials and fees, the application shall be deemed denied.

Notwithstanding the above, the ARB by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. Any Owner may remodel, paint or redecorate the interior of structures on his or her Lot without approval. However, modifications to the interior of screened porches, patios, windows, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to approval.

(c) Delinquent Assessments and Other Charges. Notwithstanding the provisions of subsection (b) above, any application for the approval of plans and specifications as set forth in this Article shall be deemed to be disapproved unless and until any and all delinquent assessments and other

charges permitted by this Declaration have been paid current by the Owner submitting such plans and specifications for approval.

Subsequent to the approval of plans and specifications pursuant to this Article, if the Owner shall become delinquent in the payment of assessments or other charges permitted by this Declaration at any time during the prosecution of the approved work, the Owner shall be deemed to be in violation of such approval and shall be subject to any means of enforcement set forth in Sections 9.11 and 4.3 hereunder, including, without limitation, the right to deny access to the Lot by any contractors or subcontractors to perform approved work.

(d) Governmental Approvals. Approval under this Article shall be obtained prior to requesting any building or other permit or submitting any documentation to any governmental authority whose review or approval may be required for the proposed work. The Declarant and the Association shall have the right and standing to take action to suspend or enjoin processing of any request for review or approval by a governmental authority submitted prior to any necessary approval being granted hereunder. Approval under this Article is not a substitute for any approvals or reviews required by the Town or any municipality, governmental agency or entity having jurisdiction over architectural or construction matters. Revisions or modifications required by governmental agencies that alter the design or appearance of Improvements shall require resubmittal of the plans to the ARB to ensure compliance with the Design Guidelines. There shall be no fee by the ARB for review of such resubmissions.

9.4 Stop Work Orders. During special events, including but not limited to, educational, cultural, entertainment, promotional, charitable, sporting and other similar events, held, hosted or otherwise conducted within the Properties, including without limitation Covered Bridge at Château Elan, the ARB may, and upon request of the Declarant shall, issue "stop work" orders. "Stop work" orders may prohibit the commencement of or suspend the work on any architectural change, construction, addition, alteration, change, maintenance, repair, reconstruction or other work that is visible or audible from outside a Lot or that may cause an increase in traffic flow, from being performed by an Owner or Builder within the Properties. Any stop work order shall be set forth in writing, shall identify the Lot or Lots subject to the stop work order (if not applicable to all of the Properties), shall set forth the scope of the prohibited and suspended activities and shall specify the start and stop dates for such stop work order, which period of time shall not exceed seven (7) consecutive days.

9.5 Architect, Builder and General Contractor Approval. In order to ensure that appropriate standards of construction are maintained throughout the Properties, all architects, Builders and general contractors shall be approved by the ARB prior to engaging in any construction activities within the Properties. The ARB may implement an approval process utilizing established criteria and requiring the submission of a written application for approval. Approval of any plans may be withheld until such time as the Owner's architect, Builder or contractor has been approved by the ARB. Approval of an architect, Builder or general contractor may be conditioned upon an agreement with the ARB to maintain certain insurance coverage required by the ARB, pay construction deposits to ensure completion of a project without damage to the Properties, and pay fees determined by the ARB, from time to time. Both the criteria and the application form are subject to change in the sole and absolute discretion of the ARB. Approval of architects, Builders and contractors may not be construed as a recommendation of a specific architect, Builder or contractor by the ARB, Declarant or any Declarant Related Entity, including but not limited to any real estate agency appointed by Declarant, nor a guarantee or endorsement of the work of such architect, Builder or contractor. The criteria and requirements established by the ARB for approval of architects, Builders and contractors are solely for the Declarant's protection and benefit and are not intended to provide the Owner with any form of guarantee with respect to any approved architect, Builder, or contractor. Owner's selection of an architect, Builder, or contractor shall be conclusive evidence that the Owner is independently satisfied with any and all concerns Owner may have about the

qualifications of such architect, Builder or contractor. Furthermore, Owner waives any and all claims and rights that Owner has or may have now or in the future, against the ARB or the Declarant, any Declarant Related Entity or any real estate agency appointed by the Declarant with respect to the selection of or performance by such architect, Builder or contractor arising from or connected with approval or disapproval of architects, Builders or contractors.

9.6 Specific Guidelines and Restrictions. Exterior structures and improvements shall include, but shall not be limited to, staking, clearing, excavation, grading and other site work; installation of utility lines or drainage improvements; initial construction of any dwelling or accessory building; exterior alteration of existing improvements; installation or replacement of mailboxes; basketball hoops; swing sets and sports and play equipment; garbage cans; swimming pools, gazebos or playhouses; hot tubs; antennas; satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; animal enclosures of any nature, including bird coops/cages; hedges, walls, or fences of any kind, including invisible fences; artificial vegetation or sculpture; and planting or removal of landscaping materials. Notwithstanding the foregoing and as further set forth in Section 9.6(f) below, the Declarant and the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict compliance with all federal laws and regulations.

In addition to the foregoing requirements, the following items are strictly regulated, and the ARB shall have the right, in its sole and absolute discretion, to prohibit or restrict these items within the Properties. Each Owner must strictly comply with the terms of this Section unless, expressly as to the prohibited or restricted item, approval or waiver in writing is obtained from the ARB. The ARB may, but is not required to, adopt additional specific guidelines as part of the Design Guidelines.

(a) Signs. No signs or displays of any kind shall be posted, erected, modified, maintained, held or displayed by or on behalf of an Owner or Occupant, including, without limitation, resale signs or sales and marketing signs, without the prior written consent of the ARB, except (i) such signs as may be required by legal proceedings; and (ii) not more than one (1) professional security sign of such size deemed reasonable by the ARB in its sole and absolute discretion. All signs that are permitted shall be constructed in accordance with the standards set forth in the Governing Documents. Unless in compliance with this Article 9, no signs or other displays shall be posted, erected, modified, maintained, held or displayed by or on behalf of any Owner or Occupant within any portion of the Properties, including the Common Area, any Lot or any structure or dwelling located on the Common Area or any Lot (if such sign would be visible from the exterior of such structure or dwelling as determined in the ARB's sole and absolute discretion, including by way of illustration and not limitation, the posting of signs in windows or doorways), or within any Adjacent Property or Private Amenity. Notwithstanding the foregoing, nothing herein shall be construed as limiting the Declarant and/or Declarant Related Entities from posting and/or otherwise displaying real estate signs and/or sales and marketing signs relative to marketing new and/or resale homes.

The Declarant and the ARB reserve the right to prohibit other types of signs and/or displays, and to restrict the size, content, color, lettering, design and placement of any approved signs and/or displays. The Design Guidelines may implement a standard sign program, which may vary according to, among other factors, location within the Properties, product type or intended use. All approved signs and/or displays must be professionally prepared. This subsection shall not apply to entry, directional, marketing (including "for sale" signs on new or resale homes) or other signs installed by the Declarant, any Declarant Related Entity or Declarant's duly authorized agent(s) as may be necessary or convenient for the marketing and development of the Properties. In addition to all other rights and remedies set forth in the Declaration, the ARB, the Declarant, and the Board shall have the right to enter property and to

remove or cover any sign or display posted in violation of this provision, and such entry shall not constitute a trespass.

(b) Tree Removal. No trees that are more than two (2) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the ARB; provided however, any trees, regardless of their diameter, that are diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons may be removed without the written consent of the ARB. The ARB may adopt or impose requirements for, or condition approval of, tree removal upon the replacement of any tree removed. The above requirements shall be in addition to, and not in lieu of, any requirements with respect to tree removal imposed by any governmental authority.

(c) Lighting. Exterior lighting visible from the street shall not be permitted except for: (i) approved lighting as originally installed on a Lot; (ii) one (1) approved decorative post light; (iii) pathway lighting; (iv) street lights in conformity with an established street lighting program for the Properties; (v) seasonal decorative lights during the usual and common season; (vi) front house illumination of model homes; or (vii) any additional lighting as may be approved by the ARB. All lights shall be installed or aimed so that they do not present a disabling glare to drivers or pedestrians or create a nuisance by projecting or reflecting objectionable light onto a neighboring property.

(d) Temporary or Detached Structures. Except as may be permitted by the ARB, no temporary house, dwelling, garage or outbuilding shall be placed or erected on any Lot. Except as provided in Section 10.7, no mobile home, trailer home, travel trailer, camper or recreational vehicle shall be stored, parked or otherwise allowed to be placed on a Lot as a temporary or permanent dwelling.

(e) Accessory Structures. With the approval of the ARB at the time of initial construction of a dwelling on the Lot, detached accessory structures may be placed on a Lot to be used for a playhouse, swimming pool, tennis court, dog house, garage or other approved use. A garage may also be an attached accessory structure. Such accessory structures shall conform in exterior design and quality to the dwelling on the Lot. With the exception of a garage that is attached to a dwelling and except as may be provided otherwise by the ARB, any accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot or in a location approved by the ARB. All accessory structures shall be located within side and rear setback lines as may be required by the ARB or by applicable zoning law. The Design Guidelines may include requirements with respect to accessory structures on Lots. Notwithstanding anything to the contrary contained herein, accessory structures shall be strictly prohibited from being constructed after the completion of initial construction of a dwelling on the Lot.

(f) Antennas and Satellite Dishes. Satellite dishes, antennae and other similar devices for the transmission of television, radio, satellite, or other signals of any kind shall not be permitted, except that notwithstanding the foregoing, antennae or satellite dishes designed to receive television broadcast signals ("**Permitted Devices**") shall be permitted, provided that any such Permitted Device is not larger than two feet (2') in diameter and is installed on the ground in the least conspicuous location on the Lot in which an acceptable quality signal can be received and is screened from the view of adjacent Lots, streets and Common Areas in a manner consistent with the Design Guidelines. Such Permitted Devices may be installed only in accordance with Federal Communication Commission ("**FCC**") rules and any requirements of the ARB and the Association that are consistent with the rules of the FCC, as they may be amended from time to time. Except as otherwise provided by this subsection, no antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained outdoors on any portion of the Property, whether attached to a structure or otherwise; provided, however, that the Association shall have the right to erect, construct and maintain such devices. Notwithstanding anything to the contrary

contained herein, all permitted satellite dishes shall be located on the ground in areas that are not visible to the front of the dwelling except where the Owner has demonstrated, through written evidence, that an appropriate signal cannot be obtained in this manner, at which point the satellite dish shall be situated, with the installer cooperating with the ARB, in the location that will be least visible from all other areas of the Properties. Satellite dishes shall be prohibited from being attached to the roof or side structure of a dwelling except as expressly permitted by applicable law.

(g) Solar Collecting Panels or Devices. Solar collecting panels and other active solar devices shall be prohibited at the Properties.

(h) Utility Lines. Overhead utility lines, including lines for cable television, are not permitted except for (i) existing utility lines within the boundaries of the Properties on the date of this Declaration, (ii) temporary lines as required during construction and approved by the ARB, and (iii) lines installed by or at the request of Declarant or any Declarant Related Entity.

(i) Standard Mailboxes. All dwellings within the Properties shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the ARB. The ARB may adopt different standard mailboxes for each Neighborhood. By accepting a Deed to a Lot, each Owner agrees that the ARB may remove any non-approved mailbox in a reasonable manner; all costs for such removal shall be paid by the Owner of such Lot, and all claims for damages caused by the ARB are waived.

(j) Minimum Dwelling Size. The Design Guidelines may establish a minimum square footage of enclosed, heated and cooled living space for residential dwellings, which minimum may vary from one (1) Neighborhood to another. Upon written request of an Owner, the ARB may waive the minimum square footage requirement if, in the ARB's sole and absolute discretion, the resulting appearance of such residential dwelling will preserve and conform to the overall appearance, scheme, design, value and quality within the Properties, while remaining consistent with prevailing market conditions.

(k) Fences. Any fence to be erected and maintained on any of the Properties by an Owner or Occupant shall have first been approved in writing by the ARB, and shall be subject to the Design Guidelines as established by the ARB.

(l) Flags. No flags or banners of any kind shall be erected, maintained, or displayed by or on behalf of an Owner or Occupant without the prior written consent of the ARB. The Design Guidelines or the ARB, by resolution, may exempt certain flags and banners from the application and approval requirements of this Article. This provision shall not be construed to prohibit, nor shall the Design Guidelines or the ARB prohibit, the proper and respectful displaying of the flag of the United States of America or the flag of the State of Georgia. The Design Guidelines may establish requirements regarding the time, place, or manner of properly displaying the United States flag consistent with the requirements of applicable law, including but not limited to the Freedom to Display the American Flag Act of 2005 and any other applicable state or local law or ordinance, as such laws may be amended from time to time.

(m) Pools. All pools, pool decks, spas, and walls shall remain inside the imaginary site lines from the corner of the house running to the back of the Lot. Any and all pool equipment shall be in the rear of the house closest to the house so that such equipment's placement is less detectable from neighboring dwellings.

(n) Radon Systems. To the extent that an Owner desires to construct a radon detection and/or control system at such Owner's dwelling, such system shall be constructed using a passive radon system that is vented through the top of the roof in the least visible way that technology permits. Visible radon fans shall be prohibited.

9.7 Construction Period. Each Owner shall be required to commence construction of a dwelling upon the Lot within three (3) months of closing on the acquisition of the Lot and shall complete such construction within six (6) months to twelve (12) months of the date of commencement depending upon the size of the house, with the ARB determining the applicable period. In addition to Repurchase rights of the Declarant pursuant to Article 16 below and other remedies that Declarant may exercise, if an Owner does not commence construction of a dwelling upon the Lot within twelve (12) months after the date on which the Lot is first conveyed to a Person other than the Declarant, the Owner shall landscape the Lot in accordance with the landscaping requirements of the Design Guidelines. The time period to proceed with landscaping with respect to each Lot is a fixed period that is binding upon each subsequent transferee from Owner. Such period shall not restart upon any subsequent transfer. Additionally, if an Owner abandons a partially constructed dwelling on the Lot, then the Declarant, the ARB or the Association after the Declarant Period shall have the right, after providing the Owner with thirty (30) days written notice and an opportunity to cure, to enter the Lot and remediate any issue such that the Lot is landscaped and otherwise maintained in accordance with the Design Guidelines.

After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. The initial construction of all structures must be completed within six (6) month to twelve (12) months of the date of commencement depending upon the size of the house, with the ARB determining the applicable period, unless further extended by the ARB in its sole and absolute discretion. All other construction shall be completed within the time limits established by the ARB at the time the project is approved by the ARB.

For the purposes of this Section, commencement of construction shall mean that (a) all plans for such construction have been approved by the ARB; (b) a building permit has been issued for the Lot by the appropriate jurisdiction; and (c) construction of a structure has physically commenced beyond site preparation. Completion of a structure shall mean that a certificate of occupancy has been issued for a dwelling on the Lot by the appropriate jurisdiction. Dwellings that are partially completed or that are left unattended and abandoned result in an adverse impact to the Properties. Consequently, the Declarant, any Declarant Related Entity or the Association shall be permitted to use all self-help measures to address any abandoned dwellings or partially completed dwellings within the Properties, including but not limited to removal of any such incomplete structure, and use of the easements in Section 11.5 or as otherwise identified in this Declaration.

9.8 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

9.9 Variance. The ARB, in its sole and absolute discretion, may authorize variances from compliance with any of its guidelines and procedures. In determining whether to grant a variance, the ARB may consider circumstances such as topography, natural obstructions, advancements in technology or products, hardship, or aesthetic or environmental considerations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the ARB from denying a variance in the future under similar circumstances. The ARB shall not be required to grant a variance under any circumstances, including but not limited to, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing. Additionally, the granting of any variance by

the ARB shall not supersede any requirement for approval of such variance by the Town and shall not serve as a representation or warranty by the ARB that such variance shall be approved by the Town.

9.10 Limitation of Liability. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties only, and shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations, and neither the Declarant, the Association, the Board nor the ARB shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners. Neither the Declarant, the Association, the Board or the ARB or any committee, or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the ARB and its members shall be defended and indemnified by the Association as provided in Section 4.6.

9.11 Enforcement. The Declarant, any member of the ARB or the Association, or the representatives of each shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect the same for the purpose of ascertaining whether any structure or Improvement is in violation of this Article. Any structure, Improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written notice from the ARB, the Association, or the Declarant, Owners shall, at their own cost and expense, cure any violation or nonconformance or remove such structure or Improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to cure or remove and restore the property as required, any authorized agent of Declarant, the ARB, or the Association shall have the right to enter the property, cure or remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. In addition, the Association may enforce the decisions of the Declarant and the ARB by any means of enforcement described in Section 4.3. All costs, together with the interest at the maximum rate then allowed by law, may be assessed against the benefited Lot and collected as a Specific Assessment pursuant to Section 8.7.

Unless otherwise specified in writing by the ARB granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. If, after commencement, any Person fails to diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the By-Laws, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment pursuant to Section 8.7.

Neither the ARB, the Association, the Declarant, any Declarant Related Entity, nor their members, officers or directors shall be held liable to any Person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article or the Design Guidelines may be excluded by the ARB from the Properties, subject to the notice and hearing procedures contained in the By-Laws.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB.

ARTICLE 10: USE RESTRICTIONS

10.1 General. This Article sets out certain use restrictions which must be complied with by all Owners and Occupants of any Lot. The Properties shall be used only for such purposes permitted within The Properties, as described in the Master Plan and the Governing Documents, which includes residential, recreational, and related purposes, such as model homes, sales offices for Builders, an information center and/or a sales office for any real estate broker retained by the Declarant or a Declarant Related Entity to assist in the sale of property described on Exhibits "A" or "B," offices for any property manager retained by the Association, business offices for the Declarant, a Declarant Related Entity or the Association or related parking facilities, and such purposes as are consistent with the Governing Documents. As set forth in Section 13.8, the Declarant may, during the Development Period, specifically limit and designate the uses permitted for any Lot or group of Lots to one or more of the uses permitted within The Properties, as described in the Governing Documents. Such specific permitted use designations may be amended only as provided in Article 13.

10.2 Rules and Regulations. In addition to the use restrictions set forth in this Article, the Board may, from time to time, without consent of the Members, promulgate, modify, or delete rules and regulations applicable to the Properties. Such rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by Voting Delegates holding at least seventy-five percent (75%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant. The distribution of rules in a conspicuous manner and location within the Properties or the publication in a printed or "online" community newsletter of general circulation within the Properties shall be deemed sufficient notice to all Owners, Occupants and other permitted users of any portion of the Properties; provided, the Board, in its sole and absolute discretion, may provide notice by other means or methods. Notwithstanding anything to the contrary contained herein, the Association may promulgate rules and regulations necessitated by legal requirements or recommendations as a result of pandemics, including, without limitation, the COVID-19 Pandemic.

10.3 Occupants Bound. All provisions of the Governing Documents governing the conduct of Owners and establishing sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. The Owner shall be responsible for ensuring that the Occupant, and the guests, invitees and licensees of the Owner or the Occupant strictly comply with all provisions of the Governing Documents. Fines may be levied against the Owners or Occupants. If a fine is levied against an Occupant and is not timely paid, then such fine may be levied against the Owner.

10.4 Leasing. Lots may be leased for residential purposes only and for a minimum term of at least six (6) months. Notwithstanding the foregoing, Owners are expressly prohibited from advertising their Lots for lease online through social media or short-term rental websites including, but not limited to, AIRBNB and VRBO. Any Owner found to be in violation of this provision shall be subject to a fine of at least two-hundred fifty dollars ($250) per each day the violation continues, with such fine to be specifically assessed against the violating Owner pursuant to Section 8.7.

All leases of any Lot, or any portion thereof, shall require, without limitation, that the tenant acknowledge receipt of a copy of the Governing Documents. The lease shall also include an express provision obligating the tenant to comply with the foregoing and Owner shall nonetheless remain liable for any violation of the Governing Documents by any such tenant. Additionally, the Board may assess Owners fees and charges to recover costs for addressing violations by tenants including, by way of example and not limitation, in circumstances where the Owner is unable or unwilling to effectively cause

compliance with this Declaration by tenants of such Owner's dwelling. The Board may require notice of any lease together with such additional information deemed necessary by the Board.

10.5 Residential Use. Lots may be used only for residential purposes of a single family and for ancillary business, home occupation, or home office uses. A business, home occupation, or home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the activity conforms to all zoning requirements for the Properties; (c) the activity does not involve regular visitation of the Lot by clients, customers, employees, suppliers, or other invitees or door-to-door solicitation of residents of the Properties; (d) the activity does not increase traffic or include frequent deliveries within the Properties; (e) the activity conforms to the requirements of a customary home occupation as adopted from time to time by the Town; (f) the activity does not necessitate use of on-street parking; and (g) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole and absolute discretion of the Board.

No other business, trade, or similar activity shall be conducted upon a Lot without the prior written consent of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or a license is required.

The leasing of a Lot in compliance with the restrictions of Section 10.4 shall not be considered a business or trade within the meaning of this Section.

This Section shall not apply to restrict the activities of Declarant or any Declarant Related Entity, or Declarant's use of any Lot that it owns within the Properties. Further, this Section shall not restrict the activities of Persons that Declarant approves with respect to the development, construction, and/or sale of property in the Properties nor apply to Association activities related to the provision of services and/or to operating and/or to maintaining the Properties, including, without limitation, the Properties' recreational and other amenities.

No garage sale, moving sale, estate sale, rummage sale, auction or similar activity shall be conducted upon a Lot without the prior written consent of the Board and compliance with any rules adopted by the Board.

10.6 Occupancy of Unfinished Dwellings. No dwelling erected upon any Lot shall be occupied in any manner before commencement of construction or while in the course of construction, nor at any time prior to the dwelling being fully completed.

10.7 Vehicles.

(a) Automobiles, non-commercial trucks and vans shall be parked only in garages, driveways, other appropriate spaces or areas designated for parking by the Declarant, Declarant Related Entity and/or the Association. Overnight parking on any street within the Properties is expressly prohibited unless otherwise specifically permitted herein.

Notwithstanding the foregoing, Declarant, Declarant Related Entity and/or the Association may designate certain on-street parking areas for visitors or guests, subject to reasonable rules. No motorized

vehicles shall be permitted on pathways, sidewalks, or unpaved areas except for public safety vehicles authorized by the Board. No motor vehicle shall be left upon any portion of the Properties, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from the Properties by Declarant, a Declarant Related Entity or the Association.

Declarant reserves the right to amend the parking restrictions set forth herein from time to time and in Declarant's sole and absolute discretion, including the right to restrict and/or prohibit all on-street parking relative to high-traffic streets and/or main thoroughfares within the Properties or as otherwise determined by Declarant.

(b) Recreational vehicles, commercial vehicles and/or any motor vehicle with business advertising prominently displayed thereon, shall be parked only in the garages, if any, serving the Lots or, with the prior written approval of the ARB, other hard-surfaced areas which are not visible at any angle from the street, the Private Amenities, or Adjacent Properties. "Visibility" shall be determined by the ARB in its sole and absolute discretion. The term "recreational vehicles," as used herein, shall include, without limitation, all-terrain vehicles (three- and four-wheeled), dune buggies, motor homes, boats, "jet skis" or other watercraft, trailers, other towed vehicles, motorcycles, motocross bikes, mini-bikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in violation of this provision shall be considered a nuisance and may be removed from the Properties. The Declarant and/or the Association may designate certain parking areas within the Properties for recreational vehicles subject to reasonable rules and fees, if any. In addition to the foregoing, the use or operation of any unlicensed recreational vehicle on any roads, streets, Common Area or other portion of the Properties, is expressly prohibited.

(c) Construction, service and delivery vehicles may be parked in the Properties during daylight hours for such periods of time as are reasonably necessary to provide service or to make a delivery within the Properties. Notwithstanding the foregoing, construction, service and/or delivery vehicles are prohibited from parking on the main vehicular thoroughfares throughout the Properties including, by way of example and not limitation, Covered Bridge Drive, and must park within the driveways dedicated to the Lot to which such deliveries are being made and/or such services or construction are being performed.

(d) Dirt bikes, dune buggies, go-karts and any other non-licensed motor and/or recreational vehicles are expressly prohibited from being operated within the Properties, including upon any streets located thereon. They only may be present on the Properties while being transported on trucks in and out of the Properties or while stored in areas obstructed from view.

(e) All vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt. Any vehicle parked in violation of this Section or any parking rules promulgated by the Board may be towed at the expense of the Owner in accordance with the Governing Documents.

10.8 Aerial Vehicles. No helicopter or other manually operated aerial aircraft and no unmanned aerial vehicle ("UAV"), including, without limitation, any drone, hovercraft, and/or any other unmanned aerial aircraft (each an "Aerial Vehicle") shall be operated in or above the Properties except with the consent of the Declarant, which consent may be withheld at Declarant's sole discretion. In the event the Declarant consents to the use of any such UAV, such use will, at all times, comply with any and all Federal Aviation Administration (FAA) regulations and/or state or municipal laws governing the use of the same. The use of any Aerial Vehicle by any Owner for purposes of surveilling any other Lot or Owner within the Properties is expressly prohibited. Neither the Association, the Declarant, any

Declarant Related Entity, nor any successor Declarant shall be held liable for any loss or damage by reason of the use or operation of any Aerial Vehicles within the Properties.

10.9 Mobile Vending. Selling, or offering for sale, or operating any motor vehicle, push cart, catering or food truck for sale of, or conducting any business for the purpose of causing the sale of, goods, merchandise and/or food from any motor vehicle, push cart, or catering or food truck parked, stopped, or standing upon any portion of the Properties or any dedicated roadways or other public property within Covered Bridge at Château Elan shall require the prior approval of the Board. Such approval shall be granted or withheld in the sole and absolute discretion of the Board. Prior to any approval, the Board may require submittal of information, the issuance of permits, the payment of fees, and compliance with any rules and operational guidelines adopted by the Board. The approval of the Board shall not supersede any requirement for approval by or permits from the Town and shall not serve as a representation or warranty by the Association that such approvals and permits may be obtained from the Town.

10.10 Private Streets. The Private Streets shall be subject to the provisions of this Declaration regarding use of Common Area. Additionally, Owners of Lots and other permitted users of the Private Streets pursuant to Section 11.08(h) shall be obligated to refrain from any actions that would deter from or interfere with the use and enjoyment of the Private Streets by other authorized users of the Private Streets. Prohibited activities shall include without limitation, parking or obstruction of any of the Private Streets.

10.11 Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept, parked or stored on any part of the Common Area without the prior written consent of the Association. Upon the prior written approval of the Board of Directors, and subject to any restrictions imposed by the Board, an Owner or Owners may reserve portions of the Common Area for use for a period of time as set by the Board. Any such Owner or Owners who reserve a portion of the Common Area as provided herein shall assume, on behalf of himself/herself/themselves and his/her/their Occupants, all risks associated with the use of the Common Area and all liability for any damage or injury to any person or thing as a result of such use. The Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful acts or gross negligence of the Association, its agents or employees.

10.12 Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board. No animals shall be kept, bred or maintained for commercial purposes without prior written Board approval. All permitted pets shall be reasonably controlled by the owner whenever outside a dwelling and shall be kept in such a manner as to not become a nuisance by barking or other acts, including by way of illustration and not limitation, a large dog being maintained in a pen of insufficient size. The owners of the pet shall be responsible for all of the pet's actions. Pets shall not be permitted in any pond or other body of water within any Adjacent Property or Private Amenity except in compliance with conditions established by the owner of such Adjacent Property or Private Amenity. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Properties or to nearby property or destructive of wildlife, such animal shall be removed from the Properties. By way of explanation and not limitation, this Section may be enforced by exercising self-help rights provided in Section 4.3. This provision shall not be construed to interfere with any provision under the Americans with Disabilities Act or any similar applicable federal, state or local law, ordinance or regulation. Service animals in active use shall be permitted on the Properties.

10.13 Nuisance: Fireworks. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property, including but not limited to the removal of pet waste. No portion of the Properties shall be

used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might, in the sole and absolute discretion of the Board, disturb the peace, quiet, safety, comfort, or serenity of the Occupants of surrounding property.

No noxious or offensive activity shall be conducted within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Properties. No Person shall maintain any plants or animals, devices or items of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the ARB, shall be located, installed or maintained upon the exterior of any Lot unless required by law. Any siren or device for security purposes shall contain a device or system that causes it to shut off automatically. Moreover, no speaker, horn, amplifier or other sound device, shall generate sound at a level audible from any of the other Properties after 11:00 PM, Sunday through Thursday, and no later than 12:01 AM on Friday and/or Saturday.

The reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or Occupant.

The use or display of fireworks on any portion of the Properties is prohibited except with the prior approval of the Association. The term "fireworks" shall include, without limitation, those items set forth in O.C.G.A. § 25-10-1, as amended.

10.14 Garbage Collection; Sanitation Services. Declarant or the Association, upon written consent of the Declarant, may, but are not obligated to, negotiate with sanitation, garbage and/or refuse collection service providers on behalf of all Owners relative to the provision of garbage collection services to the Properties to minimize the impact of multiple refuse collection service providers on the roads and streets. In such event, all Owners shall be required to utilize the same garbage collection company and will contract with and pay the garbage collection company separately from any Assessments.

10.15 Storage of Materials, Garbage, and Dumping. All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any pond, drainage ditch or stream within the Properties or on any Common Area, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff. No lumber, metals, bulk materials, refuse, trash or other similar materials shall be kept, stored or allowed to accumulate outside the buildings on any Lot, except as may be permitted during any period of construction of improvements to a Lot. No hazardous materials shall be treated, deposited, stored, disposed of or used in or on any Lot or the improvements thereon. "Hazardous materials" means materials, substances, gases, or vapors identified as hazardous, toxic or radioactive by any applicable federal, state or local laws, regulations and/or ordinances.

Each Owner shall maintain its Lot in a neat and orderly condition throughout initial construction of a residential dwelling and shall not allow trash or debris from its activities to be carried by the wind or otherwise scattered within the Properties. Storage of construction materials on the Lot shall be subject to such conditions, rules, and regulations as may be set forth in the Design Guidelines. Each Owner shall

keep streets, roadways, easements, swales, and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in standard size dumpsters or other appropriate receptacles and removed regularly from Lots and shall not be buried or covered on the Lot. During each weekend or other period of inactivity, all materials shall be neatly stacked or placed and any trash or waste materials shall be removed. In addition, Owners shall remove trash and debris from the Lot upon reasonable notice by Declarant in preparation for special events. Each Lot Owner shall maintain sod areas and promptly address all bald spots in lawns and other poorly maintained areas.

10.16 Combustible Liquid. There shall be no storage of gasoline, kerosene, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency purposes and operation of lawn mowers, grills, and similar tools or equipment and except as may be approved in writing by the ARB. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

10.17 Guns. The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, bows and arrows, crossbows and firearms of all types. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration, but shall have no obligation to exercise self-help to prevent or stop any such discharge.

10.18 Subdivision or Consolidation of Lot. No Lot shall be subdivided, consolidated or combined with an adjacent Lot, or its boundary lines changed after a subdivision plat including such Lot has been approved and filed in the Public Records without the Declarant's prior written consent during the Development Period, and the prior written consent of the Board thereafter. In addition, no home shall be subdivided or partitioned to create housing for more than one single family. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots which it owns. Any such division, boundary line change, or replatting by Declarant or any Declarant Related Entity shall not be in violation of the applicable subdivision and zoning regulations, if any. Additionally, during the Development Period, the Declarant may levy a fee prior to approval of any subdivision, consolidation or combination of Lots as established by the Declarant in its sole and absolute discretion.

10.19 Site Plan Approval. The Declarant shall have the right to review and approve any subdivision of any portion of the Properties, including the right to approve all preliminary or final site plans and subdivision plats, Lot lay-outs and street locations. The Declarant shall also have the right to approve the size, density and configuration of any subdivided parcels within the Properties.

10.20 Sight Distance at Intersections. All property located at street intersections or driveways shall be landscaped, improved and maintained so as to permit safe sight across such areas. No fence, wall, hedge or shrub shall be placed or permitted to remain where it would cause a traffic or sight problem.

10.21 Drainage and Grading.

(a) Catch basins and drainage areas are for the purpose of natural flow of water only. No Improvements, obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

(b) Each Owner shall be responsible for maintaining all drainage areas located on its Lot and minimizing the impact of erosion upon such drainage areas. Required maintenance shall include, but not be limited to, protecting the drainage area and surrounding area with surge rock, river rock or such

other material as may be suitable to maintain the ground cover, and removing any accumulated debris from catch basins and drainage areas. In the event of any damage to the drainage system resulting from the negligence of any Owner or said Owner's failure to maintain the drainage areas as required hereunder, then the Owner shall be responsible for all damages caused thereby.

(c) Each Owner shall be responsible for controlling the natural and man-made water flow from its Lot. No Owner shall be entitled to "tie-in" to the existing drainage system or other stormwater infrastructure, or overburden the drainage areas or drainage system within any portion of the Properties, the Private Amenities, or any Adjacent Properties with excessive water flow from its Lot. Owners shall be responsible for all remedial acts necessary to cure any unreasonable drainage flows from Lots. Neither the Association nor the Declarant bears any responsibility for remedial actions to any Lot.

(d) Use of any areas designated as "drainage easement areas" on any recorded subdivision plat of the Properties, shall be subject to strict prohibitions against encroachment of structures into, over or across the drainage easement areas, and the right of the Declarant to enter upon and maintain the drainage easement areas. Such maintenance activities may include disturbance of landscaping pursuant to the terms contained in any declaration of easements, notwithstanding approval of the landscaping as set forth in Article 9.

(e) No Person shall alter the grading of any Lot without prior approval pursuant to Article 9 of this Declaration. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. The exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.

(f) All Persons shall comply with any and all applicable erosion control ordinances and regulations in construction of Improvements on any Lot and in conducting any activity within nondisturbance buffer zones, such as, by way of example and not limitation, areas within certain pipeline easements within the Properties as depicted on the Master Plan and/or subdivision plats that shall be maintained by the Association as Common Area and otherwise shall not be disturbed.

(g) All Persons shall comply with any and all applicable state or county ground disturbance laws, including, but not limited to, Chapter 9 of Title 25 of the Official Code of Georgia Annotated, also referred to as the Call-Before-You-Dig law, specifically, O.C.G.A. §25-9-6.

10.22 Irrigation. Owners shall not install irrigation systems that draw upon ground or surface waters nor from any ponds or other body of water within the Properties. However, the Declarant and the Association shall have the right to draw water from such sources for the purpose of irrigating the Area of Common Responsibility. Any irrigation installed on a Lot must draw from, as its primary source, the re-use quality water received from the Town to the extent such water is available.

10.23 Streams. No streams, which run across any Lot, may be obstructed, or the water therefrom impounded, diverted, or used for any purpose without the prior written consent of the Board, except that the Declarant shall have such rights as provided in Article 11.

10.24 Wetlands. All areas designated on a recorded plat as "wetlands" shall be generally left in a natural state, and any proposed alteration of the wetlands must be in accordance with any restrictions or covenants recorded against such property, and must be approved by all appropriate regulatory bodies. Prior to any alteration of a Lot, the Owner shall determine if any portion thereof meets the requirements for designation as a regulatory wetland. If approved, the Association may maintain boardwalks around, and in such wetlands. Notwithstanding anything contained in this Section, the Declarant, the Association,

and the successors, assigns, affiliates and designees of each may conduct such activities as have been or may be permitted by the U.S. Army Corps of Engineers or any successor thereof responsible for the regulation of wetlands.

10.25 Adjacent Properties. Golf Course Areas, and Private Amenities. Owners, Occupants and their pets shall refrain from any actions that would distract from the use of the Adjacent Properties or Private Amenities, including, without limitation, any golf course. Such prohibited activities shall include, but shall not be limited to, burning materials where the smoke will cross an Adjacent Property, golf course, or Private Amenity, maintenance of dogs or other pets which interfere with use of Adjacent Properties, golf course, or Private Amenities due to their loud barking or other actions, or playing of loud radios, televisions, stereos or musical instruments, running, bicycling, skateboarding, picking up balls, interfering with play, hunting, walking or trespassing in any way on an Adjacent Property, golf course, or Private Amenity. Trespassing on the Private Amenity, including, without limitation, using the cart paths for walking and recreational activities or the unauthorized play of golf other than in strict accordance with the rules and regulations promulgated by the owner of any Private Amenity shall be expressly prohibited. In addition, no Person shall, by virtue of this Declaration, have any right to use any portion of any golf cart path system, including any portion thereof which may be situated upon Common Area, without the prior written approval of the owner of such golf course. This covenant is for the benefit of any golf course adjacent to the Properties and the owner thereof and persons playing golf on said golf courses and shall be enforceable by the owner of such golf course.

10.26 Timesharing. No Lot shall be made subject to or be operated as a timesharing, fraction sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in a program on a fixed or floating time schedule over a period of years.

10.27 Ponds and Other Water Bodies. All ponds, streams and other water bodies within the Properties, if any, shall be passive bodies of water and shall be used only in accordance with such rules and regulations as may be adopted and published by the Board, which rules and regulations may vary from one water body to another. No boats, kayaks, canoes, or other watercraft and no fishing, swimming, wading, or any other active uses of ponds or other bodies of water within the Properties shall be permitted, unless approved by the Board and subject to such conditions as established by the Board in its sole and absolute discretion. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of either the authorized or unauthorized use of ponds, streams and/or other water bodies within the Properties. With the exception of any community access point to any pond or other body of water constructed on behalf of the Association, no piers, or gazebos shall be constructed, attached or floated upon or adjacent to any pond without the prior written approval of the ARB. Except as designated by Declarant, no trails or pathways shall be established along the perimeter of any pond.

10.28 Nondisturbance Areas. The portion of each Lot located between the boundary line of the Lot that separates such Lot from any golf course or any Adjacent Property to a line running parallel thereto being located twenty (20') feet into the interior of such Lot is designated as a "nondisturbance area." Planting or other use of this area, any improvement of this area, including but not limited to erection of fencing, and removal of trees, landscaping or other plantings in this area shall be prohibited except with the prior written consent of the Declarant or Declarant Related Entity and the owner of such golf course or Adjacent Property.

Owners shall not grow or permit to grow on Lots adjacent to any golf course or Adjacent Property varieties of grass or other vegetation which, in the opinion of the Declarant, Declarant Related Entity, or the owner of any golf course or Adjacent Property adjacent to such Lot, is inimical to any golf course or Adjacent Property grass or vegetation. Such restriction on the growing of grasses or other

vegetation shall expressly apply to the twenty (20') foot nondisturbance area described above. In no event shall any Owner use such nondisturbance area for storage of materials or equipment.

ARTICLE 11: EASEMENTS

Declarant reserves, creates, establishes, promulgates, and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Declarant, any Declarant Related Entity, the Association, the Members, the Owners, and the owners of any Adjacent Properties or Private Amenities, and their successors-in-title.

11.1 Easements for Utilities.

(a) Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements, for itself and any Declarant Related Entity during the Development Period, for the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties (but not through a structure, existing or proposed) to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable, digital, satellite, or similar television systems, master television antenna systems, cell towers, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; streets, roads, sidewalks, walkways, pathways and trails; lakes, ponds, wetlands, irrigation, and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewer, telephone, gas, and electricity systems, lines and meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Properties, as necessary, to exercise the easements described above.

Declarant may assign to the local water supplier, sewer service provider, electric company, telephone company, natural gas supplier, internet service provider, cable television, satellite, or data service provider or any utility sub-metering company, the easements set forth herein across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility systems, equipment, lines, meters and boxes, as applicable.

(b) Declarant reserves, creates, establishes, promulgates and declares for itself during the Development Period and its designees non-exclusive, perpetual, reciprocal, appurtenant easements, and the non-exclusive right and power to grant such specific easements as may be necessary, in the sole and absolute discretion of Declarant, in connection with the orderly development of any property described on Exhibits "A" or "B."

(c) Any damage to a Lot resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. Nothing contained herein shall obligate the Declarant, the Association or the Board to pursue legal recourse against any Person damaging a Lot or any portion thereof as a result of the exercise of such easements. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot, and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or Occupant.

(d) Declarant reserves unto itself the right, in the exercise of its sole and absolute discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.2 Easement for Slope Control, Drainage and Waterway Maintenance. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements, for itself, any Declarant Related Entity, the owner of any Adjacent Property, Private Amenity, and the Association, and their respective representatives, successors and assigns, contractors and agents, over, across, under, through and upon each Lot for the purposes of:

(a) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which are or may be subject to soil erosion;

(b) enabling the drainage of natural or man-made water flow and water areas from any portion of the Properties or any Adjacent Property or Private Amenity;

(c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Lot or Common Area;

(d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Properties; and

(e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Properties or any Adjacent Property or Private Amenity.

11.3 Easements to Serve Additional Property and Adjacent Properties. The Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements for itself, any Declarant Related Entity, and its duly authorized successors and assigns, including without limitation, the owners of Adjacent Properties or Private Amenities, successors-in-title, agents, representatives, and employees, successors, assigns, licensees, and mortgagees, over the Properties, including without limitation the Common Area and Area of Common Responsibility, for the purposes of enjoyment, use, access, and development of the Additional Property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Properties for construction of streets and roads, for the posting of signs, and for connecting into and installing utilities serving the Additional Property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of the Additional Property.

11.4 Easement for Entry. Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant easements for the Association to enter upon any Lot for emergency, security, courtesy patrol and/or safety reasons. Such right may be exercised by any member of the Board, the Association's officers, committee members, agents, employees and managers of the Association, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to the Owner. This easement includes the right to enter any Lot to cure any condition which may increase the possibility of fire, slope erosion, immediate risk of personal injury, or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Entry under this Section shall not constitute a trespass.

11.5 Easements for Maintenance and Enforcement.

(a) Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, appurtenant rights and easements for the Association to enter all portions of the Properties, including each Lot, to (i) perform its maintenance responsibilities under Section 5.1, and (ii) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment of Owners' property, and any damage shall be repaired by the Association at its expense.

(b) The Association may also enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Governing Documents. All costs incurred, including Legal Costs, may be assessed against the violator as a Specific Assessment.

(c) Entry under this Section shall not constitute a trespass, and prior notice to the Owner shall not be required except as provided in Section 5.2.

11.6 Easement for Walking Trail Access. Declarant hereby reserves, creates, establishes, promulgates and declares perpetual, non-exclusive easements for itself, any Declarant Related Entity, its successors, assigns and designees, the Association and the Owners, over and across any areas designated as "walking trails" or "paths" on any recorded subdivision plat of the Properties regardless of whether such trails or paths are located on Lots or Common Area. Use of such walking trails or paths shall be governed by operating practices of, and reasonable rules and regulations promulgated by, the Association and those rights set forth in Section 2.1. Additionally, Owners and other permitted users of the walking trails or paths shall be obligated to refrain from any actions which would deter from or interfere with the use and enjoyment of the trails by other authorized users of the trails. Prohibited activities shall include without limitation obstruction of any trail and use of any motorized vehicle on any trail. No Person other than Declarant shall alter any trail without the prior written approval of the owner of the trail, the Association, and, during the Development Period, Declarant's prior written consent.

11.7 Lateral Support; Easement of Encroachment.

(a) Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements over every portion of the Common Area, every Lot, and any Improvements which contributes to the lateral support of another portion of the Common Area, of another Lot, or of an Adjacent Property or Private Amenity for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

(b) Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between adjacent Lots, between each Lot and any adjacent Common Area, between Common Area and any adjacent Private Amenity, and between each Lot and any adjacent Private Amenity due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.8 Easements for Adjacent Properties and Private Amenities. Declarant reserves, creates, establishes, promulgates and declares for the owners of any Adjacent Property or Private Amenity, the

following non-exclusive, perpetual, reciprocal, appurtenant easements which shall benefit the Adjacent Property or Private Amenity:

(a) Every Lot and the Common Area and the common property of any Neighborhood Association adjacent to any Adjacent Property or Private Amenity are burdened with an easement permitting golf balls unintentionally to come upon such Common Area, Lots or common property of a Neighborhood and for golfers to come upon the Common Area, common property of a Neighborhood, or the exterior portions of a Lot to retrieve errant golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from any activity relating to a Private Amenity or Adjacent Property, including but not limited to, any errant golf balls or the exercise of this easement: Chateau Elan Private Sports Membership LLC or its successor, Fountainhead Development, LLC, the Declarant, any Declarant Related Entity, or any successor Declarant; the Association or its Members (in their capacity as such); the owner(s) of the Private Amenities or Adjacent Properties or their successors, successors-in-title, or assigns; any Builder or contractor (in their capacities as such); the golf course designer or builder; any officer, director, member, manager, or partner of any of the foregoing, or any officer, director, member or manager of any partner of any of the foregoing.

(b) The owner(s) of the Private Amenities or Adjacent Properties, their respective successors and assigns, shall have a perpetual, exclusive easement of access over the Properties for the flight of golf balls resulting from inadvertent shots and for the purpose of retrieving golf balls from the Common Area and any Lot, lying reasonably within range of golf balls hit from any golf course within such Private Amenity or Adjacent Property.

(c) The owner of any Private Amenity or Adjacent Property within or adjacent to any portion of the Properties, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Area reasonably necessary to the operation, maintenance, repair and replacement of the Private Amenity or Adjacent Property.

(d) Declarant hereby reserves for itself, its successors and assigns and the owner(s) of any Private Amenities and Adjacent Properties over, across and upon each and every Lot, a twenty (20) foot easement as measured from the boundary line of the Lot that separates such Lot from any golf course to a line running parallel thereto being located twenty (20') feet into the interior of such Lot. Such easement may be used for the purposes of operation and maintenance of any golf course. By way of example and not limitation, such easement shall be for the purpose of authorizing entry onto such portions of the Lot to maintain or landscape the area encumbered by such easement. Such maintenance and landscaping shall include planting of grass, irrigation, fertilizer application, mowing and edging, and removal of any underbrush, trash, debris and trees of less than two (2") inches in diameter. No fences shall be permitted in the twenty (20') foot buffer.

(e) There is hereby established for the benefit of the owner of the Adjacent Properties and Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Private Amenities or Adjacent Properties and over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Private Amenities or Adjacent Properties. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Adjacent Properties or Private Amenities shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during, and after special events, tournaments and other similar functions held by or at the Adjacent Properties or Private Amenities to the extent that the Adjacent Properties or Private

Amenities have insufficient parking to accommodate such vehicles. The owners of the Adjacent Properties or Private Amenities, their guests, invitees, employees, agents, contractors and designees shall have the right to be admitted through any security gate, after receipt of clearance from the Private Amenity, without the payment of a fee or charge for ingress or egress, provided that the number of such persons permitted entrance to the Properties at any one time may be limited or otherwise restricted to the reasonable number of parking spaces available at the Adjacent Property or Private Amenity in order to avoid congestion and the unauthorized parking of vehicles.

(f) Any portion of the Properties immediately adjacent to the Private Amenities or Adjacent Properties are hereby burdened with a non-exclusive easement in favor of the adjacent Private Amenities or Adjacent Properties for overspray of water and chemicals from the irrigation system serving the Private Amenities or Adjacent Properties. Under no circumstances shall the Association or the owner(s) of the Private Amenities or Adjacent Properties be held liable for any damage or injury resulting from such overspray or the exercise of this easement.

(g) The Declarant hereby reserves for itself, its successors and assigns, and may assign to the owner(s) of the Private Amenities or Adjacent Properties, an easement and all rights to draw water from the ponds within or adjacent to the Properties for purposes of irrigation of the Private Amenities or the Adjacent Properties and for access to and the right to enter upon the ponds within or adjacent to the Properties, if any, for installation and maintenance of any irrigation systems.

(h) The owner of any Adjacent Property or Private Amenity may include an extensive system of paths for use by pedestrians, golf carts and maintenance vehicles. To the extent such paths are not located on the Private Amenity or Adjacent Property, Declarant hereby reserves a nonexclusive easement appurtenant to the owner of the Adjacent Property or Private Amenity on, over, under and across the Properties as reasonably necessary for the installation, maintenance, repair, replacement, reconstruction, use and enjoyment of such paths; provided however, no path may encroach onto any Lot more than five (5') feet nor onto any Common Area (excluding the Private Streets) more than ten (10') feet. The owner(s) of the Private Amenities or Adjacent Properties, as applicable, shall be solely responsible for maintaining such paths at its sole cost and expense, including those portions which are located on a Private Street, a Lot, or Common Area. The aforesaid easements are reserved for the benefit of the owner(s) of the Private Amenities or Adjacent Properties, and their respective members, guests, invitees, employees, contractors, agents, and designees shall be appurtenant to the Private Amenity or Adjacent Property.

(i) The Declarant reserves the right to grant to the owner of any Private Amenity or Adjacent Property temporary and/or permanent easements through the Common Area to the extent necessary, as determined by the Declarant, for construction, maintenance, repair, replacement or operation of the Private Amenity or Adjacent Property or for drainage and utilities to the Private Amenity or Adjacent Property.

(j) Declarant hereby establishes for the benefit of the owners of any Private Amenity or Adjacent Property and their employees, agents, contractors, and designees, a right and nonexclusive easement of access over any portion of the Properties which is contiguous to the respective Private Amenity or Adjacent Property, for the owner of the Private Amenity or Adjacent Property to enter such portions of the Properties, including each Lot, to perform maintenance. In the event that either an Owner or the Association fails to maintain any portions of the Properties which are contiguous to a Private Amenity in accordance with the requirements of this Declaration, the owner of such Private Amenity may perform the maintenance. The owner of the Private Amenity shall provide the owner of such property with at least thirty (30) days written notice and a reasonable opportunity to cure and correct any deficiency before exercising its rights hereunder. Any and all expenses incurred by the owner of the

Private Amenity in performing such maintenance shall be paid by the owner of the property within thirty (30) days of its receipt of written demand therefore.

(k) There is hereby established for the benefit of the owner of any of the Adjacent Properties or Private Amenities and their respective members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and nonexclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Adjacent Properties or Private Amenities and over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Adjacent Properties or Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities or owners of Adjacent Properties and the respective guests and invitees of the members of the Private Amenities or owners of Adjacent Properties shall have the right to park their vehicles on the street and roadways located within the Properties at reasonable times before, during, and after special events, tournaments and other similar functions held by or at the Private Amenities or Adjacent Properties to the extent that the Adjacent Properties or Private Amenities have insufficient parking to accommodate such vehicles.

(l) The Declarant hereby reserves for itself, its successors and assigns, and may assign to the owner(s) of the Adjacent Properties or Private Amenities, an easement and all rights to draw water from the ponds within or adjacent to the Properties for purposes of irrigation of the Private Amenities or Adjacent Properties and for access to and the right to enter upon the ponds within or adjacent to the Properties, if any, for installation and maintenance of any irrigation systems.

(m) The Declarant reserves the right to grant the owner of any Adjacent Property or Private Amenity temporary and/or permanent easements through the Common Areas to the extent necessary, as determined by the Declarant, for construction, maintenance, repair, replacement or operation of or for drainage and utilities to the Adjacent Property or Private Amenity.

(n) Declarant hereby establishes for the benefit of the owners of any Adjacent Property or Private Amenity and their respective employees, agents, contractors, and designees, a right and nonexclusive easement of access over any portion of the Properties which is contiguous to the respective Adjacent Property or Private Amenity, for the owner of the Adjacent Property or Private Amenity to enter such portions of the Properties, including each Lot, to perform maintenance. In the event that either an Owner or the Association fails to maintain any portions of the Properties which is contiguous to an Adjacent Property or Private Amenity in accordance with the requirements of this Declaration, the owner of such Adjacent Property or Private Amenity may perform the maintenance. The owner of the Adjacent Property or Private Amenity shall provide the Owner of such property with at least thirty (30) Days written notice and a reasonable opportunity to cure and correct any deficiency before exercising its rights hereunder. Any and all expenses incurred by the owner of the Adjacent Property or Private Amenity in performing such maintenance shall be paid by the Owner of the applicable Lot within thirty (30) Days of its receipt of written demand therefore.

Notwithstanding anything contained herein to the contrary, the easements described hereinabove may not be amended or extinguished without the written consent of the owner(s) of the Adjacent Properties or Private Amenities. The foregoing limitation on amendments shall not apply, however, to amendments made by the Declarant.

11.9 Roadside Access Easements. There is hereby reserved to Declarant, any Declarant Related Entity, the Association, and Lot Owners an easement for access, adjacent and parallel to all Common Area streets and roads within the Properties, extending from the curb to the far side of any sidewalk or jogging or bicycle path running more or less parallel to the curb, for the purpose of using such

sidewalk or path. There is also hereby reserved to Declarant, the Association, and the designees of each, a right to go upon, over and across all property adjacent to road rights-of-way and Common Area streets and roads within the Properties to construct, install, maintain, repair, and replace any street trees, street furniture (e.g., park benches), sidewalks and paths, and traffic and directional signs as well as to construct, install and maintain curb cuts as approved by the ARB.

11.10 Easement for Special Events. Declarant reserves, creates, establishes, promulgates and declares for itself, its successors, assigns and designees a perpetual, non-exclusive appurtenant easement over the Common Area for the purpose of conducting or allowing its designees to conduct educational, cultural, entertainment, promotional or sporting events, and other activities of general community interest at such locations and times as Declarant, in its sole and absolute discretion, deems appropriate. Each Owner, by accepting a Deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the Occupants of its Lot to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

11.11 Rights to Stormwater Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its designees, including but not limited to the owner of any Adjacent Property, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Properties, and each Owner agrees, by acceptance of a Deed to a Lot, that Declarant shall retain all such rights. Such right shall include an easement over the Properties for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent.

11.12 General Development Easements. Declarant reserves for itself, its successors, assigns and designees a blanket easement over the Properties, to allow Declarant to take whatever action it determines is appropriate, necessary or beneficial to the construction, development, sales or operation of the Properties, including but not limited to the Lots. This blanket easement is for the purpose of enabling Declarant to construct Improvements within the Properties, whether on Common Areas, Lots, or Adjacent Properties, in the manner that it deems appropriate. Declarant shall have access and use of any Lot or Common Area as is appropriate, necessary and/or beneficial to construct any Improvement within the Properties or any Adjacent Property. This easement is for the further purpose of allowing Declarant, if it deems appropriate or necessary, to repair, relocate, construct, or maintain any of the Improvements installed in the Properties.

11.13 Easement for Greenbelt Maintenance.

(a) Declarant reserves for itself and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon greenbelts, buffer zones and nondisturbance areas located within the Area of Common Responsibility to remove trash and other debris therefrom and fulfill maintenance responsibilities as provided in this Declaration. The Declarant's rights and easements provided in this Section shall be automatically transferred to the Association at the expiration of the Development Period or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of greenbelt, buffer zone or nondisturbance area to the extent reasonably necessary to exercise their rights under this Section.

(b) Encroachment of structures into, over, or across greenbelts, buffer zones and nondisturbance areas shown on any recorded subdivision plat of the Properties is strictly prohibited. Landscaping in these areas is subject to removal in the reasonable discretion of Declarant in the ordinary course of maintenance of these areas. Any landscaping permitted shall be installed in conformance with

Article 9 herein. All Persons entitled to exercise these easements shall use reasonable care, and shall repair any damage resulting from the intentional exercise of such easements.

(c) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.14 Landscape Easements and Tree Preservation. There are hereby reserved to Declarant during the Development Period, the Association and the designees of each, non-exclusive easements for access, installation, pruning and other maintenance, removal and replacement of street trees and landscaping over those portions of the Properties lying adjacent to all roadways and consisting of a strip of land thirty (30') feet in width and running the entire length of, and on both sides of, all roadways ("Landscape Easement") and over such other portions of the Properties as are designated "Landscape and Access Easement" on the recorded plats of the Properties. Such easement shall include the right to disturb existing landscaping within the Landscape Easement, to dig holes and to temporarily pile dirt and plant material upon the Landscape Easement, provided the area is restored to a neat and attractive condition to the extent practical, as soon as reasonably possible after completion of the activities authorized hereunder. Nothing herein shall obligate the Declarant or the Association to undertake any of the activities which such easement authorizes. Except as may otherwise be provided in any written agreement executed by the Declarant, the Declarant may, but shall not be obligated to, install street trees and landscaping within such public rights-of-way and/or these Landscape Easements at its option, at such times and in such numbers and locations as it may deem appropriate in its sole discretion. These Landscape Easement areas shall not be disturbed by any Owner without prior approval in accordance with Article 9.

11.15 Easements for Pond Maintenance and Flood Water. Declarant reserves, creates, establishes, promulgates and declares for itself and its successors, assigns, and designees, any Declarant Related Entity and the Association the nonexclusive, perpetual, appurtenant right and easement, but not the obligation, to enter upon the ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps and irrigation systems in order to provide water for the irrigation of any of the Area of Common Responsibility or any Private Amenity; (b) draw water from such sources for purposes or irrigation; (c) construct, maintain, and repair any wall, dam, or other structure retaining water; and (d) remove trash and other debris therefrom and fulfill maintenance responsibilities as provided in this Declaration. The Declarant, the Association, and their designees shall have an access easement over and across any of the Properties abutting or containing any portion of any pond, stream, or wetland to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves, creates, establishes, promulgates and declares for itself and its successors, assigns and designees, and the Association the non-exclusive, perpetual, appurtenant right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within twenty (20') feet of ponds, streams and wetlands in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such ponds, streams, and wetlands; (d) disturb existing landscaping; and (e) pile dirt and plant materials. All Persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. All affected areas shall be restored to a neat and attractive condition to the extent practical, as soon as reasonably possible after completion of any construction or maintenance activities authorized in this Declaration. Nothing herein shall be construed to make

Declarant, any Declarant Related Entity or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (a) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (b) to define the limits of any such easements.

11.16 Easements Reserved on Plats.

(a) Plats of all or any portion of the Properties recorded by, or with the approval of, the Declarant may contain and reflect the locations of specific utility, drainage, ingress and egress, landscape, non-access and other easements (**"Platted Easements"**). With respect to any Platted Easement, Declarant hereby reserves for itself, its successors, assigns and designees, as well as the Association, and any of its designees, such easement for the purpose of exercising any right or performing any obligation thereto. The Declarant shall have the unrestricted right, without the approval or joinder of any other Person, to designate the use and to alienate, release, or otherwise assign any Platted Easement, unless such easement has been previously conveyed or dedicated. Such Platted Easements may include, without limitation, easements to construct, maintain, and operate water mains, drainage ditches, sewer lines, and other suitable installations for drainage and sewage disposal, as well as easements to install, maintain, transmit, and use electricity, gas, telephone, telecommunications, cable systems, and other utilities, whether or not such easements are shown on the Plat to be for drainage, utilities, or any other purposes.

(b) The Owner of any Lot subject to a Platted Easement shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under any such Platted Easement area. The Owner of a Lot subject to any Platted Easement shall not construct any Improvements on such Platted Easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of such Platted Easement rights.

(c) If any Owner constructs any Improvements or installs any landscaping on any Platted Easement area, the Owner of the Lot shall remove, at the Owner's expense, the Improvements or landscape items upon written request of Declarant, the Association, or the grantee of such Platted Easement. If the Owner fails to promptly remove any Improvements or landscaping located within the Platted Easement area, the Declarant, the Association, or the grantee of the Platted Easement may enter the Lot and remove such Improvements or landscaping at the expense of the Owner, who shall reimburse the cost of removal within fifteen (15) Days of demand. The party removing the Improvements or landscaping shall not be responsible for any damage caused by the removal and shall not be required to restore any portion of the Lot damaged by the removal.

11.17 Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, the Association, their successors or assigns, including without limitation the owner(s) of any Adjacent Properties, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Properties, except in cases of willful or wanton misconduct.

ARTICLE 12: MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed on a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) Days, or any other violation of the Declaration or By-Laws relating to such Lot or the Owner or Occupant which is not cured within sixty (60) Days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action that would require the consent of a specified percentage of Eligible Holders pursuant to Federal Home Loan Mortgage Corporation requirements.

12.2 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

12.4 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) Days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

12.5 Construction of Article 12. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Georgia law for any of the acts set out in this Article.

ARTICLE 13: DECLARANT'S RIGHTS

13.1 Transfer or Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred or assigned in whole or in part to the Association, to a Declarant Related Entity, or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

13.2 Development and Sales. The Declarant, Declarant Related Entities and Builders authorized by Declarant may maintain and carry on the Properties such activities as, in the sole opinion of

the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Lots, such as sales activities, tournaments, charitable events, and promotional events, and restrict Members from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Area. In the event that any such activity necessitates exclusion of Owners from Common Areas, such activities shall not exceed seven (7) consecutive Days. The Declarant, Declarant Related Entities and authorized Builders shall have easements over the Properties for access, ingress and conducting such activities.

In addition, the Declarant, Declarant Related Entities and Builders authorized by Declarant may establish within the Properties, including any clubhouse, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Lots, including, but not limited to, business offices, signs, model units, tents, sales offices, sales centers and related parking facilities. During the Development Period, Owners may be excluded from use of all or a portion of such facilities in the Declarant's sole and absolute discretion. The Declarant, Declarant Related Entities and authorized Builders shall have easements over the Properties for access, ingress, and egress and use of such facilities.

Declarant may permit the use of any facilities situated on the Common Area by Persons other than Owners without the payment of any use fees.

13.3 Improvements to Common Areas. Declarant may elect to construct and/or install Improvements upon portions of the Common Area, but is not obligated to do so, and may elect to leave portions of the Common Area in their natural, unimproved state. During the Development Period, Declarant shall have the absolute right and discretion to determine what Improvements, if any, will be located on the Common Area. Declarant and its employees, agents and designees shall have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such Improvements to the Common Area as it deems appropriate in its sole and absolute discretion. Declarant and its employees, agents and designees shall also have a right and easement over and upon each and every Lot, the boundary line or lines of which form a portion of the perimeter of the Properties for the purpose of constructing and installing a fence or wall along all or a portion of the perimeter of the Properties, if deemed appropriate by the Declarant, in its sole and absolute discretion. All Owners acknowledge that if the Declarant constructs a fence or wall along all or a portion of the perimeter of the Properties, such fence or wall may be built in phases and may not completely encircle the Properties.

13.4 Inspection of Common Areas. Declarant hereby reserves the right, in addition to other rights and remedies, at all times after conveyance of the Common Area to the Association, to exercise all rights and easements reserved hereby, including but not limited to, the right to create easements over the Common Area pursuant to Article 11 and to enter the Common Area, without prior notice, and to inspect the condition thereof and the Improvements and facilities thereon, if any. If Declarant determines, in its sole and absolute discretion, that the Association has failed to maintain any portion of the Common Area in a manner consistent with the Community-Wide Standard, it may so notify the Association, in writing, and the Association shall promptly perform the required maintenance or repairs. Failure of the Association to maintain the Common Area in a manner consistent with the Community-Wide Standard shall relieve Declarant and any predecessor Declarant of any liability to the Association or to any Member for any condition of the Common Area. Declarant shall have the right to make a record of its inspections by any means available, including, but not limited to, photographing, filming, and/or videotaping the Common Area, and shall have the right to perform tests or examinations to determine the condition of the Common Area. Notwithstanding the foregoing, Declarant shall have no obligation to perform inspections of the Common Area owned by the Association, and the Association shall not be relieved of its obligation

to maintain the Common Area because of the election of Declarant or any predecessor Declarant to inspect or not to inspect or report to the Association the condition of the Common Area.

13.5 Right to Notice or Design of Construction Claims. No Person, including the Association, shall retain an expert for the purpose of inspecting the design or construction of any Improvements within the Common Areas in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless Declarant has been first notified in writing and given an opportunity to meet with the Person and conduct an inspection.

13.6 Exclusion of Declarant's Other Properties. By accepting a deed to a Lot, each Owner specifically acknowledges that nothing contained in this Declaration shall, in any way, either expressly or by implication, restrict, limit, or otherwise affect the use or disposition by Declarant or any Declarant Related Entity of any property owned by them, whether contained within, contiguous to or in the vicinity of the Properties. Declarant and Declarant Related Entities shall have full, free, and unrestricted use of its and their other lands, including the Additional Property, notwithstanding any incompatibility of such use with restrictions this Declaration imposes upon the Lots. By accepting a deed to a Lot, each Owner, specifically and expressly disclaims any reciprocal negative easement in any property owned by Declarant or any Declarant Related Entity.

13.7 Liability for Association Operations. The Association shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Declarant and any predecessor Declarant (including, without limitation, their respective Declarant Related Entities, successors, and assigns) from and against any and all losses, claims, demands, damages, costs, and expenses of whatever kind or nature (including, without limitation, legal costs), which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance, and operation of amenities and other portions of the Area of Common Responsibility and the collection of assessments and Club Dues and Charges (as defined in Article 14 below).

13.8 Limitation on Use. During the Development Period, the Declarant, acting in its sole and absolute discretion, retains the right, but not the obligation, to limit the use of any portion of the Properties, including any Lot or group of Lots, to one or more, but less than all, of the uses permitted within the Properties pursuant to the Master Plan, and the Governing Documents.

Such limitations on the use of a particular Lot or group of Lots shall be set forth in Exhibit "A" to this Declaration or in a Supplement Declaration filed in the Public Records either concurrent with or after the annexation of the subject property in accordance with Article 7, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

The limitations on use imposed by the Declarant may not be changed without the written consent of the Declarant during the Development Period. Thereafter, or at such time as the Declarant assigns its rights in this regard to the Association, any change in the limitations on use shall require the consent of the Board and the Owner(s) of the affected Lot set forth in a written instrument recorded in the Public Records.

13.9 Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, easements, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and re-recorded in the Public Records. No such instrument

recorded by any Person, other than the Declarant pursuant to Section 7.5, may conflict with the Declaration, By-Laws or Articles.

13.10 Right of the Declarant to Disapprove Actions. Until five (5) years following the Class "B" Termination, the Declarant shall have the right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Declarant, would tend to impair rights of the Declarant, the Class "B" Member, any Declarant Related Entity or any Builder under the Governing Documents, or interfere with development of, construction on, or marketing of any portion of Covered Bridge at Château Elan, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Class "B" Member or the Declarant in the Governing Documents.

(a) The Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address the Declarant has registered with the secretary of the Association, which notice complies with the By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting. The Declarant may waive its right to receive notice in the same manner as provided in the By-Laws.

(b) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Declarant, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee.

(c) No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.

(d) The Declarant, acting through any authorized representative, may exercise its right to disapprove at any time within ten (10) Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) Days following receipt of written notice of the proposed action. No action, policy or program shall be effective or implemented if the Declarant exercises its right to disapprove. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Declarant shall not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

13.11 Amendments. Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any use restrictions and rules or Design Guidelines shall be effective without prior notice to and the written consent of the Declarant, during the Development Period. This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) twenty-five (25) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE 14: PRIVATE AMENITIES AND CLUB

14.1 General. Private Amenities shall not be a portion of the Common Area, and neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Amenities. The owners of the Private Amenities shall have the right, from time to time in their sole and absolute discretion and without notice, (a) to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use, extent of use privileges, and number of users; (b) to require the payment of dues and use charges from its members; (c) to change, eliminate, or lease operation of any or all facilities; and (d) to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements.

14.2 Club Membership and Other Club Matters.

(a) Club Membership. Every Owner, other than the Declarant or a Builder, shall be required to obtain and maintain a mandatory "Sports Club Membership" in the Club, as such term is defined by and in accordance with the terms of the Club Documents. The initiation fee for the Sports Club Membership shall be paid at the closing of the acquisition of each Lot by each Owner required to obtain a Sports Club Membership pursuant to this Declaration. If a Lot is owned by more than one Person, the Club shall issue one, and may issue additional, Sports Club Memberships; provided that only one Sports Club Membership may be transferred to the Club upon the sale or conveyance of the Lot. All Owners shall be subject to the usage requirements established by the Club in the Club's sole and absolute discretion from time to time. All Owners shall be subject to the Club Documents and shall be responsible for Club Dues and Charges (as defined below) to the Club, unless the Club elects to waive such Club Dues and Charges at its sole and absolute discretion. At the closing or the transfer of the Lot, each Owner shall be required to complete a membership profile as part of the Club Documents. Upon completion of the profile and acceptance of the same by the Club, the Sports Club Membership shall entitle the Owner and his or her family and guests to membership privileges at the Club in accordance with the Club Documents. The Sports Club Membership is non-transferable except in connection with the sale of the Lot relating to such Sports Club Membership or in connection with the Club Documents.

(b) Club Dues and Charges. Upon acceptance of an Owner into the Club pursuant to the procedures set forth in Section 14.2(a) above, the Club shall be entitled to charge and collect, regular monthly dues and initiation fees directly from each Owner or, at the Club's election, from the Association who shall be obligated to collect such dues and charges on behalf of the Club and remit the same to the Club, on an annual basis on a calendar year basis ("Club Dues and Charges"), to be prorated and paid in accordance with the Club Documents. The Club Dues and Charges shall be payable by each Owner to the Club without setoff, diminution or abatement for any reason. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to have notice of liability for these Club Dues and Charges and to covenant and agree to pay these assessments. All such Club Dues and Charges or other charges, together with interest not to exceed the maximum rate allowable by law, late charges of eight percent (8%) per annum or the highest amount allowable by law, whichever is lower, costs of collection, and Legal Costs shall be the personal obligation of the Owner of such Lot at the time the Club Dues and Charges or other charges arose. No Owner shall be exempt from liability for Club Dues and Charges by non-use of the Club, abandonment of the Lot, a disruption of the availability of the Club Facilities due to an "Event of Force Majeure", including, without limitation, Acts of God, war, civil commotion, fire or other casualty, extreme weather conditions, labor strikes, or pandemics, (such as the COVID-19 Pandemic) or any other means, except as may be provided in the Club Documents. Should the Club change the name of the Sports Membership, the successor name of the Sports Club Membership

shall be deemed to apply to the terms "Sports Member" or "Sports Club Membership" as used herein. The Club's suspension of an Owner's use privileges at the Club shall not relieve the Owner from its obligation to pay Club Dues and Charges. The obligation to pay Club Dues and Charges is a separate and independent covenant on the part of each Owner. The Club shall be permitted to charge any Owner any initiation fee equivalent to the initiation fee applicable to new applicants for membership in the Club as dictated by the then-current membership agreement.

(c) Amount of Club Membership Dues. The Club Dues and Charges shall be set by the Club from time to time.

(d) Club Membership Agreement. The Club Owner may require Owners to sign a membership agreement prior to using the Club Facilities. An Owner's failure to sign a membership agreement shall not excuse the Owner from any obligations set forth in the Declaration, as amended, including but not limited to the Owner's obligation to pay the Club Dues and Charges and such other fees or charges established by the Club and assessed against the Owner's Lot. Use of the Club Facilities shall at all times be subject to the Club Documents. The Club Documents may allow for use of the Club Facilities by any Persons in accordance with the terms of the Club Documents.

(e) Lien for Club Membership Dues. The Club shall have a lien against each Lot to secure payment of delinquent Club Dues and Charges, as well as interest at a rate to be set by the Club (subject to the maximum interest rate limitations of Georgia law), costs of collection and reasonable attorneys' fees. Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (iii) the lien(s) of the Association made pursuant to Section 8.7 of this Declaration, regardless of the date of recording of such lien(s). The Club's lien may be enforced by suit, judgment, and judicial or non-judicial foreclosure as permitted under Georgia law.

Notwithstanding anything contained herein to the contrary, as a condition precedent to the Club's obtaining lien rights, and/or enforcement rights pursuant to the terms of this Section, the Club must first provide the Association with twenty (20) Days prior written notice of the Club's intent to record a lien against a Lot, and/or proceed with other judicial or non-judicial foreclosure of the lien. The Club then shall have the same enforcement rights against the Owner of each Lot that is delinquent in Club Dues and Charges as the Association has to enforce delinquent assessments under other provisions of this Declaration, except as otherwise provided by applicable law. The sale or transfer of any Lot shall not affect the Club's assessment lien nor relieve such Lot from the lien for any subsequent Club assessments.

14.3 Conveyance of Club or Private Amenities. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, the Association, any Builder, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Club or Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the Club Owner or the record owner of any other Private Amenity. Further, the ownership or operation of the Club or Private Amenities may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations of any Club or Private Amenity by a Person other than the current owner or operator; (b) the establishment of, or conversion of the membership structure to an "equity" club or similar arrangement whereby the members of the Private Amenity or an entity owned or controlled by its members become the owner(s) and/or operators of the Private Amenity; or (c) the conveyance of any Club or Private Amenity to one or more affiliates, shareholders, employees, or independent contractors of the Declarant. No consent of the Association, any Neighborhood Association, or any Owner shall be

required to effectuate any change in ownership or operation of any Club, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

14.4 View Impairment and No Guarantee of Private Amenity in Future. For the purposes of this Section 14.4, "Private Amenity" shall be deemed to mean the Club as well as the Person owning or operating the golf course currently known as the Woodlands Golf Course (the "Woodlands Course Owner"). Neither the Declarant, and Declarant Related Entity, the Association, nor the owners of any Private Amenities, guarantees or represents that the Private Amenities will remain available in the future or that any view over and across any Private Amenity from Lots will be preserved without impairment. The owner of any Private Amenity shall have no obligation to continue to operate the Private Amenity or to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to discontinue operation of the Private Amenity and to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Private Amenities from time to time. In addition, the owner of any Private Amenity which includes a golf course may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, landscaping, bunkers, fairways and greens, improvements and barriers (both natural and artificial) from time to time. Any such discontinuance of operation, additions or changes may diminish or obstruct any view from the Lots and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. Each Owner, by acceptance of a deed, acknowledges that any view of a Private Amenity which the Lot may enjoy as of the date of the purchase of the Lot may be destroyed, impaired or obstructed by the discontinuance of operation and availability of the Private Amenity, the conversion of the land upon which the Private Amenity is located to a different use, and the natural growth of existing landscaping, the installation of additional trees, other landscaping or other types of improvements or barriers (both natural and artificial) on the Private Amenity.

14.5 Golf Course. By acceptance of a deed to any Lot, each Owner acknowledges and agrees that owning property adjacent to a golf course has benefits as well as detriments and that the detriments include: (a) the risk of damage to property or injury to persons and animals from errant golf balls which are hit onto an Owner's Lot or other portion of the Properties or arising from the design, construction, operation, maintenance and/or use of the golf course; (b) the entry by golfers onto an Owner's Lot or other portion of the Properties utilized by the golfer to retrieve golf balls and/or other acts or omissions of persons using the golf course; (c) noise from golfers; (d) overspray in connection with the watering and treatment of the roughs, fairways and greens on the golf course; (e) noise from golf course maintenance and operation equipment (including, without limitation, compressors, blowers, mulchers, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night and/or continuously); (f) odors arising from irrigation and fertilization of the turf situated on the golf course; (g) disturbance and loss of privacy resulting from motorized golf cart traffic and golfers and golf course maintenance personnel; (h) the existence of water hazards, ponds, and/or lakes on the golf course; and (i) view restrictions caused by maturation of trees and shrubbery. Additionally each Owner acknowledges that pesticides, herbicides, fertilizers, and chemicals may be applied to the golf course throughout the year and that reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the golf course.

Each Owner hereby assumes such risks of owning property adjacent to a golf course and forever waives and relinquishes, and agrees not to institute any action or suit at law or in equity nor to institute or prosecute, any claim, demand or compensation against Fountainhead Residential Development, LLC, Fountainhead Development, LLC, Chateau Elan Private Sports Membership LLC and any successor-in-interest thereto, the Declarant, or any successor Declarant, any Declarant Related Entity, the Association or its Members (in their capacity as such); the owner(s) of any of the Private Amenities (including, without limitation, the Sports Club at Chateau Elan, the Legends Club, and the Woodlands golf course) or their successors, successors-in-title, or assigns; any Builder or contractor (in their capacities as such); the

golf course designer or builder; any officer, director, member, manager, or partner of any of the foregoing, or any officer, director, member or manager of any partner of the foregoing for or on account of any damages, loss, or injury either to person or property, or both, resulting directly or indirectly from the design, construction, operation, maintenance and/or use of the golf course. Each Owner hereby agrees to take any necessary steps to maintain adequate hazard and other insurance policies to protect such Owner and such Owner's family, guests, invitees, agents and employees against all such risks associated with the golf course. The Owner hereby agrees to indemnify and hold harmless all of the above-named Persons against any and all claims by Owner's family, guests, invitees, agents, employees, and others upon such Owner's Lot.

14.6 Cost Sharing Agreements. The Association may enter into a Cost Sharing Agreement with any Club or Private Amenity obligating the Club or Private Amenity or the Association to contribute funds for, among other things, the collection by the Association and remittance to the Club of Club Dues and Charges, shared property or services, and/or a higher level of Common Area maintenance.

14.7 Architectural Control. Neither the Association, nor any committee thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Properties which is contiguous to any Private Amenity without giving the owner of such Private Amenity at least fifteen (15) Days' prior written notice of its intent to approve or permit the same together with copies of the request and all other documents and information finally submitted in such regard. The owner of such Private Amenity shall then have fifteen (15) Days to approve or disapprove the proposal in writing delivered to the appropriate committee or Association, stating in detail the reasons for any disapproval. The failure of the owner of such Private Amenity to respond to the notice within the fifteen (15) Day period shall constitute the owner of such Private Amenity's disapproval of the proposal. If, in the reasonable opinion of the owner of the Private Amenity, the construction or modification being reviewed will have a material adverse impact on the Private Amenity, whether by restriction of view, creation of hazards or otherwise, or if the owner of the Private Amenity has been silent as to the matter, then the party requesting the approval of the proposed construction or modification shall resubmit to the reviewing body the revised plans which take into account the silence or objection of the owner of the Private Amenity. The review and approval process set forth in this Section shall also apply to the resubmitted plans. This Section shall also apply to any work on the Common Area contiguous to any Private Amenity.

14.8 Use Restrictions. Upon request of the Club Owner or the Woodlands Course Owner, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations within such Club or Woodlands Course Owner, including but not limited to the exercise of the Association's self-help rights for violation of sign and pet restrictions. The Club Owner, Woodlands Course Owner, and any owner of Private Amenities may impose rules and regulations as recommended or required as a result of pandemics.

14.9 Limitation on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Club or Private Amenity, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefitting the Club or any Private Amenity may be made without the written approval of the owner(s) of the Club and/or the Woodlands Course Owner, to the extent that the Woodlands Course Owner is affected thereby. The foregoing limitation on amendments shall not apply, however, to amendments made by the Declarant.

14.10 No Representation Regarding Recreational Facilities. Declarant makes no representations or warranties that any recreational facilities and/or amenities will be approved and/or permitted by appropriate governmental authorities or, if approved, permitted and constructed, as to the types, amount, size, nature, or location of the facilities that actually may be constructed by the Declarant

or a Declarant Related Entity. Declarant reserves all options related to the ownership, governance and control of the recreational facilities or amenities.

14.11 Open Space Disclosure. Notwithstanding the fact that any golf course located adjacent to the Properties constitutes open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Owner by acquisition of title to a Lot releases and discharges forever Fountainhead Development, LLC, Chateau Elan Private Sports Membership, LLC, the Declarant, or any successor Declarant and any Declarant Related Entity; the Association or its Members (in their capacity as such); the owner(s) of the Private Amenities or their successors, successors-in-title, or assigns; any Builder or contractor (in their capacities as such); the golf course designer or builder; any officer, director, member, manager, or partner of any of the foregoing, or any officer, director, member or manager of any partner of the foregoing from: (1) any claim that such golf course is, or must be, owned and/or operated by the Association or the Owners; and/or (2) any claim that the Owners are entitled to use any such golf course by virtue of their ownership of a Lot without complying with the terms and conditions adopted by the owner of such golf course. Trespassing on the Private Amenity, including, without limitation, using the cart paths for walking and recreational activities or the unauthorized play of golf other than in strict accordance with the rules and regulations promulgated by the owner of any Private Amenity shall be expressly prohibited.

Each Owner and the Association shall jointly and severally indemnify, defend, and hold harmless the above-named Persons, against and in respect of, and shall reimburse the above-named Persons on demand for, any and all claims, demands, losses, costs, expenses, obligation, liabilities, damages, recoveries, and deficiencies, including, but not limited to, interest, penalties, attorney and paralegal fees and disbursements (even if incidental to any appeals), that any of the above-named Persons shall incur or suffer, which arise out of, result from, or relate to any claim that because a golf course is deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, such golf course must be owned and/or operated by the Association or the Owners and/or that Owner may use the golf course without complying with the terms and conditions adopted by the owner of such golf course.

ARTICLE 15: GENERAL PROVISIONS

15.1 Duration.

(a) Unless terminated as provided in Section 15.1(b) below, this Declaration 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 Declaration shall automatically be extended at the expiration of such period for successive periods of twenty (20) years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities pursuant to Georgia law, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Georgia law, in which case such law shall control, this Declaration may not be terminated within twenty (20) years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least seventy-five percent (75%) of the total Lots within the Properties and by the Declarant, if the Declarant or any Declarant Related Entity owns any portion of the Properties, which instrument complies with the requirements of O.C.G.A. §44-5-60(d) and is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

15.2 Amendment.

(a) By Declarant.

(i) Until the date of Class "B" Termination, Declarant may unilaterally amend this Declaration for any purpose.

(ii) After the date of Class "B" Termination and during the Development Period, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (1) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (2) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (3) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (4) to satisfy the requirements of any local, state or federal governmental agency.

(iii) In addition, after the date of Class "B" Termination and during the Development Period, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect on the title to any Lot unless the Owner of such Lot consents. The failure of an amendment to apply uniformly to all Lots shall not constitute a material adverse effect upon the title to any Lot.

(b) By the Board. The Board shall be authorized to amend this Declaration without the consent of the Members (i) for the purpose of submitting the Properties to the Georgia Property Owners' Association Act, O.C.G.A. §44-3-220, et seq. (1994) and conforming this Declaration to any mandatory provisions thereof, (ii) for the purposes of bringing any provision contained herein into compliance with the Fair Housing Laws (as such term is defined in Section 15.4 below) and (iii) to correct scriveners' errors and other mistakes of fact, provided that amendments under this provision have no material adverse effect on the rights of the Owners. During the Development Period, any such amendment shall require the written consent of the Declarant.

(c) By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates representing seventy-five percent (75%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant or a Declarant Related Entity. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date. Any amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) 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 Declaration. No amendment may remove, revoke, or modify any right or privilege of the Declarant, a Declarant Related Entity or the Class "B" Member without the written consent of the Declarant, the Declarant Related Entity, the Class "B" Member, or the assignee of such right or privilege.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

15.4 Fair Housing Amendments Act. The provisions of the Governing Documents shall be subordinate to the Fair Housing Act, Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, *et seq.*, Georgia fair housing laws of any kind, and any local law or ordinance pertaining to fair housing, (hereinafter collectively referred to as the "**Fair Housing Laws**"), and shall be applied so as to comply with the Fair Housing Laws. In the event that there is a conflict between or among the Governing Documents and the Fair Housing Laws, the Fair Housing Laws shall prevail. Notwithstanding anything to the contrary contained herein, in the event that any provision of this Declaration conflicts with the Fair Housing Laws, the Board, without the consent of the Members or of Declarant, shall have the unilateral right to amend this Declaration for the purpose of bringing this Declaration into compliance with the Fair Housing Laws. Furthermore, notwithstanding Section 2.2 hereof, the Board shall have the unilateral right to assign portions of the Common Area as Exclusive Common Area or to reassign Common Area previously assigned as Exclusive Common Area to one or more Lots to one or more Owner(s) or Occupant(s) should such action be required in order to make a reasonable accommodation under the Fair Housing Laws.

15.5 Merger or Consolidation. Upon a merger or consolidation of the Association with any other association, the property, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the property, rights and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other property as one scheme; however, no such merger or consolidation shall affect any revocation, change or addition to the covenants established by this Declaration.

15.6 Dispute Resolution and Arbitration.

(a) Agreement to Enter into Arbitration. The Declarant, Declarant Related Entities, the Association, its officers, directors and committee members, each Owner, all Persons subject to this Declaration, any Builder, and any Person not otherwise subject to this Declaration who agrees to submit to this Section (collectively, the "**Bound Parties**") agree to be bound to the provisions of this Section. Upon demand of any Bound Party, whether made before or after institution of any judicial proceeding, any claim or controversy between Bound Parties arising out of or relating to the Governing Documents (a "**Real Estate Dispute**") shall be resolved by binding arbitration conducted under and governed by the American Arbitration Association ("**AAA**") under its Arbitration Rules for the Real Estate Industry or the Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Upon demand of any Bound Party, whether made before or after institution of any judicial proceeding, any claim or controversy between Bound Parties arising out of or relating to the design or construction of Improvements on the Properties (a "**Construction Dispute**") shall be resolved by binding arbitration conducted under and governed by the AAA under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. (Real Estate Disputes and Construction Disputes shall collectively be referred to herein as "**Disputes**"). Disputes may include, without limitation, tort claims,

counterclaims, a dispute as to whether a matter is subject to arbitration, claims brought as class actions, or claims arising out of documents executed in the future.

(b) Special Rules. Demands for arbitration (unless otherwise agreed upon by the Bound Parties) shall be served in accordance with the notice provisions of the By-Laws using the demand for arbitration forms prescribed by the AAA. There shall be one (1) arbitrator. The arbitrator shall be selected pursuant to the AAA Commercial Arbitration Rules from a panel provided by the AAA, Atlanta, Georgia Regional Office. All arbitration hearings shall be conducted in Gwinnett County, Georgia. A hearing shall begin within ninety (90) Days of demand for arbitration and all hearings shall conclude within one-hundred-twenty (120) Days of demand for arbitration. The arbitrator shall make an award no later than one hundred fifty (150) Days following the service of the demand for the arbitration. These time limitations may not be extended unless a Bound Party shows cause for extension and then for no more than a total of sixty (60) Days. The Expedited Procedures (for a Real Estate Dispute) or the Fast Track Procedures (for a Construction Dispute) as defined in the applicable AAA Rules shall be applicable to Disputes of less than $500,000.00. The Bound Parties do not waive applicable Federal or state substantive law except as provided herein. All awards by the arbitrator shall be supported by findings of fact and conclusions of law. In making the award, the arbitrator shall be bound by the strict language of the agreements in dispute.

(c) Preservation of Remedies. Notwithstanding the arbitration provisions of this Section, the Bound Parties agree to preserve, without diminution, certain remedies that any Bound Party may exercise before or after an arbitration proceeding is brought. The Bound Parties shall have the right to proceed in any court of proper jurisdiction or by self-help to exercise or prosecute the following remedies, as applicable: (i) all rights to foreclose against any real or personal property or other security by exercising a power of sale or under applicable law by judicial foreclosure including a proceeding to confirm the sale; (ii) all rights of self-help including peaceful occupation of real property and collection of rents, set-off, and peaceful possession of personal property; and (iii) obtaining provisional or ancillary remedies including injunctive relief, garnishment, attachment, appointment of receiver and filing an involuntary bankruptcy proceeding. Any claim or controversy with regard to any Bound Party's entitlement to such remedies is a Dispute.

(d) Exempted Disputes. Notwithstanding the arbitration provision of this Section, the Bound Parties agree that the following shall not be Disputes and shall not be subject to the provisions of this Section:

(i) any suit by the Association against any Bound Party to enforce the provisions of Article 8 (Assessments);

(ii) any suit by the Association to obtain a temporary restraining order, or other mandatory or prohibitive equitable relief, and such other ancillary relief as permitted to enforce the provisions of Article 9 (Architectural Standards) or Article 10 (Use Restrictions);

(iii) any suit between Owners (other than Declarant or a Declarant Related Entity) seeking redress on the basis of a Dispute which would constitute a cause of action under the laws of the State of Georgia in the absence of a claim based on the Governing Documents;

(iv) any suit by the Association in which similar or identical claims are asserted against more than one Bound Party;

(v) any suit by a Bound Party for declaratory or injunctive relief which seeks a determination as to applicability, clarification or interpretation of any provision of this Declaration;

(vi) any suit in which any indispensable party is not a Bound Party; and

(vii) any suit which otherwise would be barred by any applicable statute of limitations.

With the consent of all parties thereto, any of the above may be submitted to the arbitration provisions set forth in this Section.

(e) Waiver of Jury Trial. THE BOUND PARTIES ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION THEY HAVE IRREVOCABLY WAIVED ANY RIGHT THEY MAY HAVE TO JURY TRIAL WITH REGARD TO A DISPUTE AS TO WHICH BINDING ARBITRATION HAS BEEN DEMANDED.

(f) Enforcement of Resolution. After resolution of any Dispute, if any Bound Party fails to abide by the terms of any resolution of the Dispute obtained from arbitration ("**Resolution**"), then any other Bound Party may file suit or initiate administrative proceedings to enforce such Resolution without the need to comply again with the procedures set forth in this Section. In such event, the Bound Party taking action to enforce the Resolution shall be entitled to recover from the non-complying Bound Party (or if more than one non-complying Bound Party, from all such non-complying Bound Parties pro rata) all costs incurred in enforcing such resolution, including, without limitation, Legal Costs.

(g) Fees and Expenses. An award by the arbitrator shall specify which party is to be deemed the prevailing party. The AAA's and the arbitrator's expenses and fees together with other arbitration expenses including the Legal Costs of the parties, if advanced by the party, shall be allocated among the parties in the award according to the discretion of the arbitrator, subject to the presumption that all reasonable fees and expenses should be paid by the non-prevailing party. In determining the allocation of the fees and expenses of the parties, the arbitrator may review the settlement offers of the parties.

15.7 Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Voting Delegates representing at least eighty percent (80%) of the total Class "A" votes in the Association or during the Development Period, consented to in writing by the Declarant. This Section shall not apply, however, to: (a) actions brought by the Association to enforce the provisions of the Governing Documents (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments as provided in Article 8; (c) proceedings involving challenges to ad valorem taxation; (d) counter-claims brought by the Association in proceedings instituted against it, or (e) actions brought by the Association against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the same percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

15.8 Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Properties, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Properties and Owners shall not merge into the fee simple estate of individual lots conveyed by Declarant or its successor, but that the estates of the Declarant and individual lot owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

15.9 Grants. The parties hereby declare that this Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Properties. The grants and reservations of easements in this Declaration are independent of any covenants and contractual

agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Declaration.

15.10 Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with any additional recorded covenants, restrictions, and declarations applicable to any Neighborhood, and the Association may, but shall not be required to, enforce the covenants, restrictions and declarations applicable to any Neighborhood; provided however, in the event of a conflict between or among this Declaration and such covenants, restrictions or declarations, and/or the provisions of any articles of incorporation, by-laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, this Declaration, the By-Laws, Articles, and use restrictions and rules of the Association shall prevail over those of any Neighborhood. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Association. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants, restrictions and declarations applicable to any portion of the Properties from containing additional covenants, restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

15.11 Use of the Words "Covered Bridge at Château Elan," Château Elan Name and Logo. No Person or entity engaged in any form of business involving real estate and/or real property, including but not limited to sales, rental, management, development or appraisal of property, shall use the words "Covered Bridge at Château Elan," "Château Elan" or any derivative or the logo for "Covered Bridge at Château Elan" or "Château Elan" in any printed or promotional material or website without the Declarant's prior written consent. However, Owners may use the term Covered Bridge at Château Elan, but not "Covered Bridge" standing alone, in printed or promotional matter or website where such term is used solely to specify that particular property is located within Covered Bridge at Château Elan. The Association and any other owners association located in Covered Bridge at Château Elan and the Declarant and Declarant Related Entities shall each be entitled to use the words Covered Bridge at Château Elan in their names.

15.12 Compliance. Every Owner and Occupant of any Lot shall comply with the Governing Documents. Failure by any Owner or Occupant to comply shall be grounds for an action by the Association, the Declarant, or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3, including by way of illustration and not limitation, denial of access to Private Amenities.

15.13 Notice of Sale or Transfer of Title. Any Owner desiring to sell or otherwise transfer title to a Lot shall give the Board and the Sports Club at Chateau Elan at least seven (7) Days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Notwithstanding the foregoing, the Board may permit Builders or sub-developers of Lots within the Properties to provide monthly sales reports of the transfer of title to Lots owned by such Builder or sub-developer in lieu of requiring the aforesaid seven (7) Days' prior written notice. Such monthly reports shall include the name, address and other contact information of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require on the monthly report. After the transfer of title, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date upon which such notice is received by the Board, notwithstanding the transfer of title, except that for a Builder or sub-developer providing monthly reports as set forth above, responsibility for assessment obligations shall end upon the date of transfer of title.

15.14 Exhibits. Exhibits "A" and "B" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of Section 15.2. Exhibit "C" is attached for informational purposes and may be amended as provided therein.

ARTICLE 16: RIGHT OF REPURCHASE

16.1 Right to Repurchase. The Declarant shall have the right to repurchase ("**Repurchase**"), unless specifically waived or modified in writing by Declarant, any Lot upon the occurrence of any of the following events:

(a) the failure of the Owner to commence construction of a building on the Lot in accordance with plans approved by the ARB within twelve (12) months the transfer of the Lot by the Declarant or a Declarant Related Entity; or

(b) the failure of the Owner to complete construction upon the Lot within twelve (12) months after commencement of construction in accordance with plans approved by the ARB.

Commencement and completion of construction shall have the meanings ascribed to them in Section 9.7 above. Either such time period may be extended by the Declarant on a case-by-case basis in its sole and absolute discretion. Declarant's rights pursuant to this Article 16 shall be in addition to and not in lieu of all other remedies that Declarant may have available under the Declaration or at law or in equity.

16.2 Exercise. In order to exercise its Repurchase rights under Section 16.1 (the "**Exercise**"), Declarant shall deliver its written notice of Exercise to Owner, together with the Declarant's calculation of the Repurchase Price pursuant to Section 16.3 below. Such notice may be given at any time following the expiration of either the twelve (12) month period to commence construction or the twelve (12) month period to complete construction after commencement, as applicable, for as long as the failure to commence or complete, as applicable, continues.

16.3 Repurchase Price. In the event that the Declarant shall exercise its Repurchase rights to a Lot in accordance with Section 16.1, the repurchase price ("**Repurchase Price**"), shall be as follows:

(a) Prior to Commencement of Construction. If Declarant exercises its Repurchase right pursuant to Section 16.1(a), the Repurchase Price shall be an amount equal to ninety percent (90%) of the purchase price for the Lot received by the Declarant less any real estate commissions paid by Declarant; and

(b) Following Commencement of Construction. If Declarant exercises its Repurchase right pursuant to Section 16.1(b), the purchase price shall be an amount equal to ninety percent (90%) of the purchase price for the Lot received by the Declarant plus the actual cost of improvements made to such Lot by Owner, if any, less any real estate commissions paid by the Declarant. Such costs shall be determined by Owner's production of original and verifiable invoices (the "**Improvement Invoices**") submitted to Declarant and shall not include any interest charges, other loan fees or carrying charges, closing costs, Legal Costs, personal expenses of the Owner or its successors-in-title, or general overhead expenses. Failure by Owner to submit such invoices within seven (7) days after demand from Declarant shall result in the amounts of such invoices being excluded from the Repurchase Price.

16.4 Repurchase Closing. The closing on the Exercise of the Repurchase right pursuant to Section 16.1 shall take place within thirty (30) Days of the final calculation of the Repurchase Price.

The Owner shall transfer the Lot by a special or limited warranty Deed (subject to the same exceptions to title set forth in the Deed to the Owner and subject to standard and customary easements that do not hinder the use of, development of, and/or the construction of improvements upon the Lot or any portion thereof).

The Owner shall be obligated to pay all outstanding assessments or other charges due and owing under this Declaration and shall cure or cause to be cured all title defects or exceptions not existing at the time the Owner acquired the Lot from the Declarant. Real estate ad valorem taxes and prepaid assessments shall be prorated as of the date of closing. The Owner shall be responsible for paying any applicable transfer taxes.

In the event that there are insufficient closing proceeds to cover all of the Owner's obligations pursuant to this Declaration (the unpaid amounts hereinafter, the "**Deficiency**"), Declarant shall have the right but not the obligation to take the Lot subject to such liens which are not paid from the closing proceeds and to obtain a recorded judgment against the Owner in the amount of the Deficiency which amount shall bear interest at the rate payable on judgments in Georgia from the date of closing until paid.

16.5 Subordination to Mortgages. The Declarant's rights under Section 16.1 herein are subordinate and junior to all rights of Mortgagees under Mortgages recorded in the Public Records. Declarant shall have no right of Repurchase in the event of a foreclosure or proceedings in lieu of foreclosure; however, upon the transfer of title to the Lot as a result of such foreclosure or proceedings in lieu of foreclosure, the Lot will be subject to all of the provisions of this Declaration, including the provisions of this Article.

16.6 Expiration. Notwithstanding anything herein to the contrary, upon the issuance of the final certificate of occupancy by the Town with respect to all proposed construction on the Lot, unless such Lot is later subdivided in a manner resulting in the creation of a Lot(s) which is an unimproved lot(s), the Declarant's Repurchase rights provided for in this Article shall expire and be of no further force or effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amended and Restated Declaration this 1st day of September, 2020.

DECLARANT:

FOUNTAINHEAD RESIDENTIAL DEVELOPMENT, LLC, a Georgia limited liability company

Signed, sealed and delivered in the present of:

By: _____

Its: CEO

Witness

Attest: _____

Notary Public

Its: Controller

My Commission Expires: 10.10.2023

DEANNA K HALL
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
MY COMMISSION EXPIRES
OCTOBER 10, 2023

EXHIBIT "A"

Land Initially Submitted

ALL THOSE TRACTS or parcels of land lying and being in Duncan's G.M.D. 1749 of the Town of Braselton, Gwinnett County, Georgia, Georgia, being more particularly described as Lots 128 through 140 and Lots 147 through 170 on that certain Final Plat for Covered Bridge at Chateau Elan, recorded on April 14, 2017, in Plat Book 139, Page 111, Gwinnett County, Georgia records, prepared for Fountainhead Residential Development, LLC, by Susan S. Anderson, Georgia Registered Land Surveyor No. 2933, of Moreland Altobelli Associates, Inc.

EXHIBIT "B"

Additional Property

Any real property located within one (1) mile of the perimeter boundary of the real property described on Exhibit "A" attached hereto.