

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
EXECUTIVE ESTATES AT CHATEAU ELAN

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EXHIBITS

- "A" Description of Property
- "B" Development Plan

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
EXECUTIVE ESTATES AT CHATEAU ELAN

THIS DECLARATION is made this 7th day of May, 1993, by
FOUNTAINHEAD DEVELOPMENT CORP., INC., a Georgia corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described on Exhibit "A"
attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, it is contemplated that the Property will be developed for the benefit of
the owners of lands from time to time made subject to the terms of this Declaration; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the
property values and to this end, desires to subject the Property to the covenants, conditions,
restrictions, easements and liens hereinafter set forth, each of which shall be binding upon
and run with the title to the Property; and

WHEREAS, to provide a means for meeting the purposes herein set forth, Declarant
deems it desirable to create a nonprofit corporation to which may be delegated and assigned
the powers of enforcing the covenants and restrictions.

NOW, THEREFORE, Declarant, for itself and its successors and assigns, declares
that the Property shall be held, transferred, sold, conveyed and occupied subject to the
covenants, restrictions, easements and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration shall have the
following meanings:

(a) "Articles" shall mean and refer to the Articles of Incorporation of the
Association.

(b) "Association" shall mean and refer to Executive Estates at Chateau Elan Owners
Association, Inc., a Georgia nonprofit corporation, its successors and assigns.

THIS INSTRUMENT PREPARED BY:

Larry E. Gramlich
Troutman Sanders
600 Peachtree Street, N.E.
Suite 5200
Atlanta, Georgia 30308

(c) "Bylaws" shall mean and refer to the Bylaws of the Association, as originally adopted by the Board and amended from time to time pursuant to their terms.

(d) "Board" shall mean and refer to the Board of Directors of the Association.

(e) "Common Expense" shall mean and refer to the expenses of operating the Association and meeting the costs incurred relative to performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, including all private roads located thereon, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles.

(f) "Common Property" shall mean and refer to all real property and any improvements, including private roads, located thereon, and all personal property located thereon, from time to time designated by Declarant as being intended to be devoted to the use and enjoyment of Members, maintained and operated by the Association at Common Expense.

(g) "Declarant" shall mean and refer to Fountainhead Development Corp., Inc., a Georgia corporation, or its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or pass by operation of law.

(h) "Design Standards" shall mean and refer to the architectural and environmental standards adopted from time to time by the Design Review Board pursuant to this Declaration.

(i) "Design Review Board" shall mean and refer to the board established pursuant to the terms of this Declaration to adopt and implement the Design Standards.

(j) "Development Plan" shall mean and refer to the nonbinding, general scheme of intended uses of the Property, as amended from time to time.

(k) "Member" shall mean and refer to each Owner who is a member of the Association as provided in this Declaration.

(l) "Owner" shall mean and refer to the record holder, other than the Association, whether one or more persons or entities, of fee simple title to each Parcel included from time to time in the Property. Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or by conveyance in lieu of foreclosure. Except as specifically provided to the contrary herein, every Owner shall be treated for all purposes as a single Owner for each Parcel owned, whether or not such ownership is joint, in common or tenancy by the entirety. Wherever used herein "Owner" shall include Declarant unless otherwise expressly provided.

(m) "Parcel" shall mean and refer to each portion of the Property (with the exception of the Common Property and any and all property now or hereafter located within the right-of-way of any public street or road) under separate ownership, subjected to this Declaration.

(n) "Property" shall mean and refer to the real property described on Exhibit "A" attached to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to Declaration. The Property shall be held and transferred subject to this Declaration.

Section 2. Non-Binding General Plan of Development. The Development Plan, illustrated by Exhibit "B" attached hereto, is the design for the development of the Property. The Development Plan shall not bind Declarant to make the additions to the Property shown on the Development Plan or to improve any portion of such Property. Declarant hereby reserves the right to amend the Development Plan for any reason.

Section 3. Consolidation. Upon consolidation of the Association with another association, the rights and obligations of each may be transferred to the consolidated association or, alternatively, the rights and obligations of another association may be added to the rights and obligations of the Association. The surviving association may administer this Declaration together with the covenants and restrictions established upon any other property as one scheme. No such consolidation shall effect any revocation, change or addition to this Declaration. A consolidation shall require the assent of a majority of the Members other than Class "B" Members voting at a meeting duly called for this purpose, and the unanimous assent of the Class "B" Members, if any.

Section 4. Declarant Consent Required for Amendment. This Article II may not be amended without Declarant's written consent.

ARTICLE III

POWERS AND DUTIES OF
AND VOTING RIGHTS
IN THE ASSOCIATION

Section 1. Association. The Association shall be charged with the duties and vested with the powers prescribed by law and set forth in the Articles, the Bylaws and this Declaration. Neither the Articles nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Board shall conduct the affairs of the Association in accordance with this Declaration, the Articles and the Bylaws. Anything in this Declaration to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with Declarant all of the Property, or at such earlier date as shall be selected by Declarant, Declarant shall be entitled to designate all members of the Board.

Section 2. Membership. Declarant and each Owner shall be Members of the Association. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of Declarant. Each Class "A" Member shall be entitled on all issues to one (1) vote for each Parcel owned.

(b) Class "B". The Class "B" Member shall be Declarant and any successor of Declarant who takes title to one or more Parcels for the purpose of development and sale and to whom Declarant assigns in recorded writing one or more of the Class "B" votes. Each Class "B" Member shall be entitled to three (3) votes for each Parcel owned by each said Class "B" Member. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or
- (ii) Twenty (20) years from the date of recording this Declaration; or
- (iii) When Declarant so determines.

From and after the happening of any one of these events, Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

Section 4. Multiple Ownership. Each vote in the Association must be cast as a single vote. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted.

Section 5. Duties, Powers and Authority of the Association. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Georgia, subject to such limitations upon the exercise of such powers as set forth in the Articles, the Bylaws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of Owners and for the maintenance, administration and improvement of the Property.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment. Subject to the provisions of this Declaration, the Association, Declarant (until such time as Declarant has conveyed out to an unaffiliated purchaser title to all of the Property) and every Member shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Parcel. Said rights shall include, but not be limited to, the following:

(a) Right-of-way for ingress and egress in, through, over, under and across the streets, roads and walks in the Common Property;

(b) Rights and easements of drainage across stormwater drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property; and

(c) Rights to use the Common Property for any purpose consistent with this Declaration, the Bylaws and rules and regulations of the Association, and applicable governmental regulations.

Section 2. Title to Common Property. Declarant may retain title to all or any portion of the Common Property until such time as it has completed improvements thereon and until such time as the Association is able to maintain the same. Declarant may convey certain items of the Common Property and retain others. Declarant shall convey to the Association all completed Common Property no later than at such time as Declarant has conveyed to owners other than Declarant or any affiliate of Declarant fee simple title to seventy-five percent (75%) of the Parcels. The conveyance of the Common Property to the Association shall be deemed to contain the following covenant which shall run with the land and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Declaration: In order to preserve and enhance the Property values and amenities of the properties, the Common Property and all landscaping, drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition.

Section 3. Extent of Members' Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

(a) The Association, subject to the rights of Declarant and Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.

(b) The right of Declarant without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to a governmental agency or a utility, and to reserve, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such easement as may damage or interfere with the installation and maintenance of utilities or that may change the direction, or affect the flow, of drainage.

(c) The easements and rights of Declarant reserved and granted by this Declaration.

(d) The right of the Association to grant nonexclusive, permanent rights of use and enjoyment in the Common Property to the owners and occupants of lands and improvements not located within the Property in exchange for services, payments or other consideration.

Section 4. Easement Reserved to Declarant Over Common Property. Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to, (1) the right to use the Property for rights-of-way and easements to erect, install, maintain, inspect and use telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services necessary or convenient for the completion, marketing, and use and enjoyment of the Property, (2) the right to cut any trees, bushes or shrubbery or take any other similar action reasonably necessary to provide utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (3) the right and easement of ingress and egress for purposes of development, construction and marketing, and (4) such other rights as may be reasonably necessary to complete the development of the Property; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such utility, development, or service. Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property. The easements and rights-of-way herein reserved shall continue in existence in favor of Declarant after conveyance of Common Property to the Association until such time as Declarant has sold all land in the Property. Declarant hereby also reserves for itself and any municipality with jurisdiction over the Property, an irrevocable perpetual easement of an additional seven (7) feet on either side of all roads located on the Property in the event such roads are ever to be maintained by such municipality. This Section 4 of Article IV may not be amended without the written consent of Declarant.

Section 5. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of the Association, Declarant and Owners, all as set forth elsewhere in this Declaration. Any Owner or Declarant may also grant the benefit of such easement, license, right or privilege to tenants, guests and invitees for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 6. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Parcel, it shall be deemed that Owner of such Parcel or the Association, as the case may be, has granted a perpetual easement to Owner of the adjoining Parcel or the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are construed in substantial conformity with the original structure or improvement.

Section 7. Golf Course Easement. Each Parcel shall have reserved from the title thereof, by recordation of this Declaration, easements over, across and upon each such Parcel to permit the doing of every act necessary and proper to the playing of golf on the golf course lying adjacent to portions of the Property (the "Golf Course"), which easements are expressly hereby reserved and established. These acts shall include, but not be limited to, the recovery of golf balls from any area on such Parcel, the flight of golf balls over and upon such Parcel, the use of necessary and usual golf course equipment upon such Parcel and the Golf Course, the usual and common noise level created by the playing of the game of golf and the maintenance of the Golf Course, together with all of the other common and

usual activities associated therewith, and with all the normal and usual activities associated with the operation of a public golf course.

Section 8. Buffer Easement. By recordation of this Declaration, the Declarant does hereby reserve over, across and upon each and every Parcel, a twenty (20) foot easement as measured from the boundary line of each Parcel as separates each such Parcel from the Golf Course to a line running parallel thereto being located twenty (20) feet into the interior of each such Parcel. Such easement shall be used for the purposes of operation and maintenance of the Golf Course including, but not limited to, irrigation thereof, which easement shall specifically constitute part of the Golf Course. By way of example and not limitation, such easement shall be for the purpose of authorizing entry into any such portions of such Parcel 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 planting or other use of this area, nor any improvement thereof, shall be permitted by the Owner of such Parcel without the prior written consent of the Declarant and the owner of the Golf Course. No trees, landscaping, or other plantings thereof may be removed therefrom by the Owner of the Parcel encumbered hereby. Owners of Parcels may not grow nor permit to grow in the area of such Parcels adjacent to the Golf Course varieties of grass or other vegetation which, in the opinion of the Declarant or the Golf Course Superintendent, is inimical to the Golf Course grasses or vegetation. Such restriction on the growing of grasses or other vegetation shall expressly apply to the twenty (20) foot easement area hereinabove referred to. In no event shall any Owner use such easement area for storage of materials or equipment, nor shall such Owner or any occupant thereof permit the accumulation of garbage, trash or rubbish of any kind nor shall there be any burning of anything within such area.

Section 9. Easement for Golf Course Encroachments. In the event that any portion of the Golf Course, including without limitation any cart path, tee box, fairway, green, sand trap or lake, as originally constructed encroaches on any Parcel, it shall be deemed that Owner of such Parcel or the Association, as the case may be, has granted a perpetual easement to the owner of the Golf Course for the continuing encroachment of such portion of the Golf Course. The foregoing shall also apply to any replacements of any such portion of the Golf Course, if the same are constructed in substantial conformity with the original.

Section 10. Easement Reserved to Declarant and Users of Golf Course Over Common Property. The Common Property shall be subject to the following reservations, restrictions and easements:

- a. The Common Property is subject to a reserved easement and right in Declarant and the users of the Golf Course, without charge thereto, to enter and travel upon, over and across the Common Property for the purpose of accommodating the use of the Golf Course by such persons.
- b. The right and easement on, over and across the Common Property for all authorized users of the Golf Course for the use of pedestrian travel and for the travel and access by golf carts and for the continued placement of golf cart pathways located on such portions of the Common Property as thereon located and which serve the Golf Course.
- c. The right and easement on, over and across the Common Property which is adjacent to the Golf Course or adjacent to lakes, ponds or other bodies of water abutting the Golf Course to the extent of twenty (20) feet measured from such Golf Course property or body of water into the interior of such Common Property for the purposes of maintaining and

landscaping such area to include, by way of example and not limitation, 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, which easement area would otherwise be left undisturbed by the Owner thereof.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

The Board shall have the authority to obtain insurance for insurable improvements on the Common Property against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, and to obtain public liability policies covering the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members or agents, and, if obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverages with respect to such risks or persons as shall be deemed necessary or appropriate by the Board. Any insurance obtained shall include such coverages, contain such deductibles provisions and be in such limits determined by the Board. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property.

All insurance obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefitted parties. Authority to adjust losses under policies in force on the Common Property and obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations related thereto.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien; Obligation of Assessments.

(a) Lien. Each Owner by acceptance of a deed to any Parcel included in the Property, whether or not it shall be so expressed in any such deed or other conveyance, hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments, such assessments to be fixed, established and assessed to the Members as hereinafter provided. The assessments, together with interest thereon, late charges and costs of collection thereof, including court costs and reasonable attorneys' fees, shall be a charge and a continuing lien upon the Parcel against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due.

(b) Exempt Property. All Common Property subject to this Declaration shall be exempted from the assessments, charges and liens created herein. Declarant, so long as Declarant is the Class B Member of the Association, shall not have the obligation to pay either annual or special assessments; provided, Declarant shall elect, on an annual basis, to either pay assessments with respect to Parcels owned by Declarant or pay any deficit of the Association for such year. In no event and under no circumstances shall Declarant have the

responsibility or obligation to pay both assessments and deficits as aforesaid. Except as set forth in this subsection, no land or improvements in the Property shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in the Property, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Property including, without limitation, the following:

- (a) Payment of operating expenses of the Association;
- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, and the costs of controlling and regulating traffic on the access ways;
- (c) To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property;
- (d) Management, maintenance, improvement and beautification of the Common Property;
- (e) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for the Members of the Association;
- (f) Repair and maintenance of all streets and roadways situated upon the Common Property, which have not been dedicated to any governmental unit;
- (g) Funding of appropriate reserves for future repair and replacement;
- (h) Garbage collection and trash removal; and
- (i) Doing any thing necessary or desirable to keep the Property neat and attractive or to preserve or enhance the value thereof, or to eliminate hazards, or which may benefit owners or occupants of the Property.

Section 3. Determination of Annual Assessments.

(a) Operating Budget. The Board shall, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, prepare and approve a budget covering the estimated costs of operating the Association during the coming year.

(b) Capital Budget. The Board shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included

within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an appendix to the Operating Budget.

(c) Adoption of Budget. The Board shall cause a copy of the Operating Budget and the projected assessments to be levied for the following year, broken down according to type of Parcel, to be delivered to each Member at least twenty-one (21) days prior to the end of the Association's fiscal year. In the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

(d) Allocation of Assessments Among Parcels. The assessment applicable to any Parcel shall be the total assessments due from the Owners of all Parcels multiplied by a fraction, the numerator of which shall be the number one (1), and the denominator of which shall be the total number of Parcels.

Section 4. Special Assessments.

(a) Special Assessments. In addition to the annual assessments established pursuant to Article VI Section 3 hereof, the Board may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board. Special assessments are collectible as set forth below.

(b) Individual Assessment. The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Parcel pursuant to the standards set forth in this Declaration, or to reimburse the Association for any damage to the Common Property caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Declaration. Individual assessments are due fifteen (15) days after receipt of the billing therefor and are collectible as set forth in Article VI Section 7 below.

Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates. The annual assessments provided for herein as to the Property shall commence on the first day of the first full calendar month following the recordation of this Declaration.

Annual assessments shall be due, in advance, on or before the commencement of the year for which imposed; provided, however, the Board shall have the discretion to collect assessments in installments over the year for which they are imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

The amount of the annual assessment to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Article VI Section 3 hereof as the remaining number of months in that year bears to twelve.

Section 6. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association setting forth whether said assessments have been paid.

Section 7. Effect of Non-payment of Assessment. If any assessment is not paid when due, such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges imposed by the Board at its discretion, and the cost of collection thereof and interest thereon shall be secured by a continuing lien on the Parcel and improvements located thereon with respect to the ownership of which the assessment accrued, which shall bind such Parcel and improvements and the then Owner, its heirs, successors, personal representatives and assigns. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any institutional first mortgage, as hereinafter provided. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title (except as a lien upon the affected Parcel) unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, then the same shall bear interest from the date due at the highest rate allowed by Georgia law or at such lesser rate as may be determined by the Board. The Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the Parcel and improvements thereon in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and attorneys' fees, including court costs and attorney's fees upon appeal. Costs of collection shall be recoverable whether or not suit be brought.

If it becomes necessary for the Association to file a claim of lien against any Parcel, a lien fee in an amount set by the Board may be charged. Such lien fee shall be added to the unpaid assessment, and shall be secured by the lien hereby created.

Section 8. Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Parcel and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities; provided, however, that a sale or transfer of any property pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such property from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages thereafter placed upon the Property.

Section 9. Adjustment or Abatement of Assessments. The Board is authorized to enter into agreements with or to grant concessions to any Owner or group of Owners, whereby said party may perform any one or more of the functions, duties or prerogatives of the Association and to receive in exchange therefor a reduction on any assessments or any other obligations to the Association which otherwise would be payable by said party or its members.

Section 10. Association Agreements for Use of Common Property. The Board shall have the authority to grant to the owners and occupants of land not subject to this Declaration non-exclusive rights of use in and to the Common Property and improvements thereon in consideration of services, payments, or both, or any other consideration passing to or for the benefit of the Association in such amounts and upon such terms as acceptable to the Board in its discretion. The services therein referred to may include but are not limited to the performance of one or more duties, functions or prerogatives of the Association such as, but not limited to, maintenance.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Control. All lands and improvements in the Property are subject to architectural and environmental review. This review shall be in accordance with this Article and the Design Standards described below. No site work, landscaping, utilities extension, drainage improvements, paving, parking areas, building, fence, wall, sign, billboard, change or alteration to the exterior of any existing structures, improvements, or to any existing landscaping, shall be commenced, erected or maintained, nor shall a building permit be obtained therefor, until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Design Review Board as to consistency with the Development Plan and the Design Standards, harmony of exterior design and materials, location in relation to surrounding structures, and appropriateness of drainage features and topography.

The Design Review Board shall promulgate and revise from time to time the Design Standards. The Design Standards shall be made available to all Members and prospective Members of the Association. The Design Standards may include any and all matters considered appropriate by the Design Review Board not inconsistent with the provisions of this Declaration.

Whenever different, additional or revised Design Standards are adopted by the Design Review Board, a copy thereof shall be attached to a Certificate executed and acknowledged by not less than a majority of the members of the Design Review Board which certifies that the different, additional or revised Design Standards attached thereto have been duly adopted. The different, additional or revised Design Standards shall become effective as to all matters requiring Design Review Board approval from and after the date of recording of the aforementioned Certificate in the public records of Barrow and Gwinnett Counties, Georgia. Adoption of different, additional or revised Design Standards shall not require amendment of this Declaration.

So long as Declarant owns any Property, Declarant shall be entitled to appoint all members of the Design Review Board. Thereafter, the membership of the Design Review Board shall be determined by the Board. The Design Review Board shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Property. Declarant may at any time assign in writing its powers of removal or appointment to any entity or person, subject to such terms Declarant may choose to impose. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior

of that Owner's improvements as that Owner deems appropriate or desirable. The concurrence of a majority of the members of the Design Review Board shall be required for any decision of the Design Review Board.

The conclusion of the Design Review Board shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the Design Review Board should determine that a proposed improvement or alteration is not consistent with the Design Standards, such alteration or improvement shall not be made.

Section 2. Approval or Disapproval. Unless waived in writing by the Design Review Board, all plans and specifications and plot plans shall be prepared by an architect or engineer, said person to be employed at the expense of Owner making the application. All plan submittals to the Design Review Board shall be accompanied by sets of plans and specifications and plot plans drawn in accordance with the requirements of the Design Standards. All responses of the Design Review Board shall be in writing and shall be accompanied by sets of the plans and specifications and plot plans previously submitted by Owner. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the Design Review Board with the location of the structure on the Parcel, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the landscaping, or because of its reasonable dissatisfaction with any or all other matters which, in the reasonable judgment of the Design Review Board, will render the proposed item of improvement out of keeping with the Design Standards. Owner shall obtain a written receipt for all plans and specifications and plot plans submitted to the Design Review Board from an authorized agent of the Design Review Board. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the Design Review Board. Failure of the Design Review Board to respond to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or re-submitted. Whenever the Design Review Board disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reasons for such disapproval. The granting of a variance shall not affect in any way Owner's obligation to comply with all governmental laws and regulations affecting the use of Owner's parcel.

Section 3. Waiver of Liability. Neither Declarant, the Design Review Board, any member of the Design Review Board, nor the Association, nor any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the properties by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or the failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise is given solely to protect the aesthetics of the Property and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, rules or regulations.

Declarant, the Design Review Board, or any agent or architect thereof, shall not be responsible in any way for any defects in any plan and specifications and plot plans

submitted, revised or approved in accordance with the requirements of the Design Review Board, or for any structural or other defect in any work.

Section 4. Enforcement of Design Standards. Declarant and the Board shall have authority on behalf of the Association to enforce the Design Standards and the decisions of the Design Review Board. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the attorneys' fees and costs incurred, whether or not judicial proceedings are involved, shall be collectible from Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right to enter upon the Owner's Parcel, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Design Standards, and charge the cost thereof to Owner. Declarant and the Association, or their agents or employees, shall not be liable to Owner or to any occupant or invitee of any Parcel for any trespass or damages or injury unless caused by its gross negligence.

Section 5. Violations; Waiver. The work approved must be performed strictly in accordance with the plans and specifications and plot plans, as submitted and approved. If after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the property otherwise than as approved by the Design Review Board, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Design Review Board having been obtained. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance executed by any member of the Design Review Board shall appear of record in the office of the Clerk of the Superior Court of Barrow and Gwinnett Counties, Georgia, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the Design Review Board, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans and specifications and plot plans does not violate the provisions of this Declaration. The approval of the Design Review Board of any plans and specifications and plot plans submitted for approval as herein specified shall not be deemed to be a waiver by the Design Review Board of any plans or specifications if or when the same features or elements are embodied in any subsequent plans of specifications submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 6. Variances. The Design Review Board may authorize variances from compliance from any of the architectural provisions of this Declaration or the design Standards, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may make it desirable to do so. Such variances must be evidenced in writing and must be signed by at least two (2) members of the Design Review Board and shall be effective upon delivery to Owner. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted.

Section 7. Term of Approval. Approval by the Design Review Board shall be effective for a period of six (6) months from the date the approval is given. If work has not commenced within said six (6) month period, the approval shall have expired and no work shall thereafter commence without written renewal of such prior approval.

ARTICLE VIIIMAINTENANCE

Section 1. Owner's Responsibility; Default. Except for those maintenance duties imposed upon the Association, each Owner shall at all times keep and maintain the improvements located on and serving its Parcel in good and presentable condition and repair consistent with the approved plans and specifications therefor. The Association shall have the right to provide exterior maintenance upon any Parcel and improvements thereon in the Property in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions: prior to performing any maintenance on a Parcel, the Board shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Property. Except in the event of an emergency, prior to commencement of any work, the Board must furnish fifteen (15) days' prior written notice to Owner at the last address listed in the Association's records for said Owner notifying Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to Owner. Upon the failure of Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter upon any Parcel and the exterior of any improvements located thereon, or to hire personnel to do so, to make such repairs, or maintenance specified in the written notice. The Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, and other landscaping and drainage improvements, as well as to provide general cleanup, and removal of debris which detracts from the setting of the Property. Declarant and the Association, or their agents or employees, shall not be liable to Owner for any trespass or damages or injury to the property or person of Owner or the occupants of the affected Parcel or improvements thereon unless caused by such party's negligence.

Section 2. Assessment of Cost. The cost of the repair or maintenance shall constitute and be an individual assessment against Owner of the Parcel upon which such maintenance is done. Said individual assessment shall be secured by a lien upon the affected Parcel and shall also constitute a personal obligation of Owner. The individual assessment shall be collectible, along with interest at the highest rate allowed by law from date of expenditure to date of payment by Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

Section 3. Access at Reasonable Cost. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its agents or employees, shall have the right to enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

Section 4. Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Property and all improvements thereon. Said maintenance obligation shall be deemed to include, but not be limited to, maintenance, repair and replacement of improvements situated upon said Common Property. All maintenance of each Parcel and all parts of any improvements thereon, unless specifically identified as the responsibility of the Association, shall be the responsibility of the Owner of such Parcel.

ARTICLE IX

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, successors and assigns;

Section 1. Water Facilities. No individual water supply system shall be permitted.

Section 2. Landscaping. Landscaping on each Parcel shall be continuously maintained in good condition by the Owner thereof.

Section 3. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon the Property, nor shall any use or practice be allowed which is a source of annoyance or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Property nor any part thereof. All laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

The business conducted upon the Property shall be conducted in such a manner so as not to cause or produce any of the following effects: noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; unusual fire or explosive hazards; or vibration.

No hazardous substance, as defined in 42 U.S.C.A. Section 9601(14) shall be treated, deposited, stored, disposed of or used in or upon any Parcel or the improvements thereon.

No use of any Parcel shall be made which is at variance with the plans, specifications and other materials submitted to and approved by the Design Review Board.

Section 4. Rules and Regulations. Rules and regulations promulgated by the Board as to the use and enjoyment of the Property shall be observed by Owners and occupants thereof. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Member.

Section 5. Animals. Birds, dogs and cats may be kept as pets only, and shall not be held or bred for any commercial use. Birds, dogs and cats which are kept as pets shall be sheltered inside. No animal shelter shall be permitted outside. All dogs and cats must be leashed when outside. No animal shall be permitted to remain if it causes any disturbance.

Section 6. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous period in excess of forty-eight (48) hours; provided, however this provision shall not apply to any such vehicle being kept in an enclosure and not visible from the street or any neighboring parcel.

Section 7. Temporary Structures. No building or structure of a temporary character, including but not limited to trailers, shall be permitted in the Property; provided, however, temporary improvements used solely in connection with the construction of approved permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

Section 8. Drainage Structures. No person (other than Declarant), without the prior written approval of the Design Review Board, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by any Owner, Declarant or the Association from, on and over any Parcel or Common Property; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 9. Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Property, and thereafter, without the written consent of the Board.

Section 10. Completion of Construction. After commencement of construction of any improvements on a Parcel, the Owner thereof shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner of such Parcel shall at all times keep public and private streets contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements.

Section 11. Size. All improvements on a Parcel shall have a minimum of 2,500 square feet, as to single-story houses, or 3,000 square feet, as to multiple-story houses, of finished interior, heated space, exclusive of garages, porches, terraces and basements, whether or not finished.

ARTICLE X

AMENDMENTS

Section 1. Amendments by Declarant. Declarant shall have the sole right to (a) amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Parcel which do not lower the standards of the covenants and restrictions herein contained; (c) release any Parcel from any part of the covenants and restrictions contained herein which have been violated if Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Declaration for the purpose of altering the rights of the users of the Golf Course; (e) amend this Declaration without vote or consent of Owners in any manner which does not adversely affect the substantive rights of existing Owners or mortgagees; and (f) subject additional property to this Declaration. The foregoing amendments may be made without the joinder or approval of any Owner, Mortgagee or the Association.

Section 2. Other Amendments. Except as to provisions relating to amendments set forth in Section 1 above or herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amend any provision

hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of Owners to be prepared, and having the same duly recorded in the public Records of Barrow and Gwinnett Counties, Georgia. A proposed amendment may be initiated by Declarant, the Association, or by petition signed by ten percent (10%) of Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two thirds (2/3) of the votes of the Members (without regard to class) who shall be present in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment in the public records of Barrow and Gwinnett Counties, Georgia.

So long as Declarant shall own any Property, no "Declarant Related Amendment" shall be made to this Declaration or to the Articles or Bylaws unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be a Declarant Related Amendment if it does any of the following:

- (i) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Owners.
- (ii) modifies the definitions provided for by Article I of this Declaration in a manner which alters Declarant's rights or status.
- (iii) modifies or repeals any provision of Article II of this Declaration.
- (iv) alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.
- (v) alters any previously written agreement with any public or quasi public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities.
- (vi) denies the right of Declarant to convey to the Common Property.
- (vii) modifies the basis or manner of assessment as applicable to Declarant or any lands owned by Declarant.
- (viii) alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights.

ARTICLE XI

DURATION AND TERMINATION

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner of any land subject to this Declaration, their respective legal representatives, heirs,

successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of twenty (20) years; provided, however, if any such automatic extension is limited or prohibited by law, said covenants may be extended in the manner and for up to the maximum period permitted by applicable law. This Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80%) of the votes in the Association and their first mortgagees agreeing to terminate said covenants and restrictions.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Remedies. If any person or entity shall violate any of these covenants or restrictions, it shall be lawful for Declarant, any Owner or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner shall be deemed to have been properly sent when mailed, postpaid, certified mail, return receipt requested, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing. Notices to Declarant shall be sent to:

Fountainhead Development Corp., Inc.
c/o Chateau Elan
6060 Golf Club Drive
Braselton, Georgia 30517
Attention: Mr. Phil Mulherin

with a copy to:

Larry E. Gramlich, Esq.
Troutman Sanders
600 Peachtree Street, N.E.
Suite 5200
Atlanta, Georgia 30308

Any Owner may change the address for notices by notice meeting the requirements of this Article XII Section 3. Declarant may change the address for notices to it by recording a

certificate of change of address in the Barrow County and Gwinnett County, Georgia public records.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed under seal and delivered, on the day and year first above written.

Signed, sealed and delivered in the presence of:

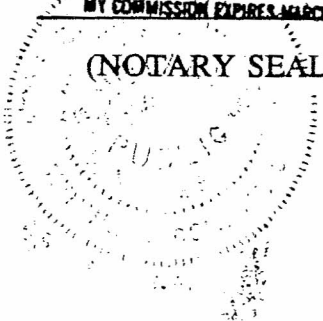
Matthew E. Heaton
Witness

Christina
Notary Public

My Commission Expires:

NOTARY PUBLIC, GWINNETT COUNTY, GA
MY COMMISSION EXPIRES MARCH 7, 1996

(NOTARY SEAL)



"Declarant"

Fountainhead Development Corp., Inc.

By:

Its:

[Signature]
EXECUTIVE V.P.

Attest:

Its:

[Signature]
V.P. Development

(CORPORATE SEAL)

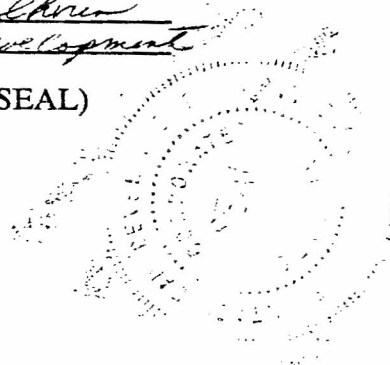


EXHIBIT "A"Block "E", Executive Estates

ALL THOSE TRACTS or parcels of land lying and being in Cain's G.M.D. 1744, Barrow County, Georgia and in Duncan's G.M.D. 1749, Gwinnett County, Georgia and being more particularly described as follows:

TRACT I:

TO FIND THE TRUE POINT OF BEGINNING, commence at a point located on the southeast right-of-way of Golf Club Drive (50 foot access easement) a distance of 4,133.27 feet, as measured along said right-of-way, from the point of intersection of said right-of-way with the south right-of-way of SR 211; thence leaving the southeast right-of-way of Golf Club Drive and running North 44 degrees 01 minute 00 seconds West a distance of 52.55 feet to a point on the northwest right-of-way of Golf Club Drive, which point marks the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING as thus established and running thence along the northwest and north right-of-way of Golf Club Drive and following the curvature thereof the following courses and distances: along the arc of a curve to the right (which arc has a radius of 275.00 feet and having an angle of deflection of 50 degrees 06 minutes 27 seconds) an arc distance of 127.74 feet to a point; South 53 degrees 02 minutes 45 seconds West a distance of 431.47 feet to a point; along the arc of a curve to the right (which arc has a radius of 325.00 feet and having an angle of deflection of 35 degrees 30 minutes 05 seconds) an arc distance of 202.87 feet to a point; and South 88 degrees 32 minutes 50 seconds West a distance of 257.34 feet to a point located at the intersection of the north right-of-way of Golf Club Drive and the east right-of-way of Unnamed Access Easement "A" (50-foot access easement); run thence in a northeasterly direction along the east and southeast right-of-way of said Unnamed Access Easement "A" and following the curvature thereof the following courses and distances: North 00 degrees 00 minutes 00 seconds East a distance of 153.62 feet to a point; along the arc of a curve to the right (which arc has a radius of 325.00 feet and having an angle of deflection of 64 degrees 21 minutes 45 seconds) an arc distance of 364.20 feet to a point; and North 64 degrees 21 minutes 45 seconds East a distance of 368.01 feet to a point on the right-of-way of the cul-de-sac of said Unnamed Access Easement "A"; running thence in a northwesterly direction along the right-of-way of said cul-de-sac along the arc of a curve to the left (which arc has a radius of 50.00 feet and having an angle of deflection of 149 degrees 07 minutes 46 seconds) an arc distance of 261.8 feet to a point on the northwest right-of-way of said Unnamed Access Easement "A"; running thence in a southwesterly direction along the northwest and west right-of-way of said Unnamed Access Easement "A" and following the curvature thereof the following courses and distances: South 64 degrees 21 minutes 45 seconds West a distance of 367.73 feet to a

point; along the arc of a curve to the left (which arc has a radius of 375.00 feet and having an angle of deflection of 64 degrees 21 minutes 45 seconds) an arc distance of 421.25 feet to a point; and South 00 degrees 00 minutes 00 seconds East a distance of 154.89 feet to a point located at the point of intersection of the west right-of-way of said Unnamed Access Easement "A" and the north right-of-way of Golf Club Drive; running thence South 88 degrees 32 minutes 50 seconds West, along the north right-of-way of Golf Club Drive, a distance of 552.57 feet to a point; thence continuing in a southwesterly direction along the north right-of-way of Golf Club Drive along the arc of a curve to the left (which arc has a radius of 425.00 feet and having an angle of deflection of 22 degrees 25 minutes 07 seconds) an arc distance of 22.77 feet to a point; thence leaving said right-of-way and running North 17 degrees 14 minutes 17 seconds West a distance of 49.36 feet to a point; running thence in a northwesterly direction along the arc of a curve to the left (which arc has a radius of 225.00 feet and having an angle of deflection of 23 degrees 43 minutes 34 seconds) an arc distance 25.91 feet; running thence North 42 degrees 50 minutes 12 seconds East a distance of 797.51 feet to a point; running thence North 64 degrees 21 minutes 45 seconds East a distance of 808.25 feet to a point; running thence South 27 degrees 46 minutes 14 seconds East a distance of 251.36 feet to a point; running thence South 15 degrees 42 minutes 46 seconds East a distance of 101.40 feet to a point; running thence South 07 degrees 58 minutes 54 seconds East a distance of 156.29 feet to a point; running thence South 44 degrees 01 minute 00 seconds East a distance of 119.82 feet to a point on the northwest right-of-way of Golf Club Drive, which point marks the TRUE POINT OF BEGINNING; said tract containing an aggregate of 18.36 acres and being designated Lots 1 through 15, Executive Estates at Chateau Elan, as per Preliminary Plat Block "E", prepared by Frank Miller Associates, Inc., dated August 16, 1992.

TRACT II:

BEGINNING at a point located on the southeast right-of-way of Golf Club Drive (50 foot access easement) a distance of 4,520.42 feet, as measured along said right-of-way, from the point of intersection of said right-of-way with the south right-of-way of SR 211; thence leaving the southeast right-of-way of Golf Club Drive and running South 35 degrees 28 minutes 02 seconds East a distance of 327.56 feet to a point; running thence South 62 degrees 25 minutes 04 seconds West a distance of 350.4 feet to a point; running thence North 89 degrees 24 minutes 43 seconds West a distance of 549.78 feet to a point; running thence South 80 degrees 32 minutes 31 seconds West a distance of 723.96 feet to a point; running thence South 56 degrees 59 minutes 54 seconds West a distance of 519.08 feet to a point; running thence

South 28 degrees 21 minutes 35 seconds West a distance of 34.42 feet to a point; running thence North 79 degrees 37 minutes 46 seconds West a distance of 161.95 feet to a point on the southeast right-of-way of Golf Club Drive; running thence in a generally northeasterly direction along the southeast right-of-way of Golf Club Drive and following the curvature thereof the following courses and distances: along the arc of a curve to the right (which arc has a radius of 725.00 feet and having an angle of deflection of 56 degrees 27 minutes 22 seconds) an arc distance of 664.06 feet to a point; North 66 degrees 07 minutes 43 seconds East a distance of 238.41 feet to a point; along the arc of a curve to the right (which arc has a radius of 400.00 feet and having an angle of deflection of 22 degrees 25 minutes 07 seconds) an arc distance of 156.51 feet to a point; North 88 degrees 32 minutes 50 seconds East a distance of 856.87 feet to a point; along the arc of a curve to the left (which arc has a radius of 375.00 feet and having an angle of deflection of 35 degrees 30 minutes 05 seconds) an arc distance of 232.36 feet to a point; and North 53 degrees 02 minutes 45 seconds East a distance of 177.65 feet to the Point of Beginning; said tract containing an aggregate of 13.72 acres and being designated Lots 16 through 24, Executive Estates at Chateau Elan, as per Preliminary Plat Block "E", prepared by Frank Miller Associates, Inc., dated August 16, 1992.

EXHIBIT "B"

The Development Plan

(to be attached)

(to be recorded later)