

After recording, return to:
Robert G. Holt
Holt Ney Zatzoff & Wasserman, LLP
100 Galleria Parkway, Suite 600
Atlanta, GA 30339
Ph: (770) 956-9600
Fax: (770) 956-1490
E-mail: rholt@lnzw.com

Cross Reference:
Deed Book N-26, Page 488,
Rabun County, Georgia records.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LONGVIEW

STATE OF GEORGIA

COUNTY OF RABUN

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF LONGVIEW is made as of the 24th day of
May, 2005 by Surrey Properties LLC (hereinafter called "Surrey") as follows:

WHEREAS, Surrey owns the residential homesites ("Homesites") described on
"Exhibit "A" attached hereto, which is incorporated herein and made a part hereof; and

WHEREAS, the Homesites shall collectively be referred to as "LongView"; and

WHEREAS, Surrey desires to enhance and protect the value, desirability and
attractiveness of the Homesites, and, in furtherance of said objectives, on June 21, 2004,
executed and recorded that certain Declaration of Covenants and Restrictions of LongView
("Original C&Rs"), which is recorded at Deed Book N-26, Page 488, Office of the Superior
Court Clerk, Rabun County, Georgia; and

WHEREAS, Surrey now intends to amend and restate the Original C&Rs.

NOW, THEREFORE, Surrey declares that the Homesites are and shall be held,
transferred, sold, conveyed and occupied subject to the Covenants, Conditions and Restrictions
hereinafter set forth, all of which are for the purpose of enhancing and protecting the value,
desirability and attractiveness of the Homesites. The following Covenants, Conditions and

Restrictions are and shall be binding on and inure to the benefit of all parties having and acquiring any right, title or interest in or to any Homesite or any part thereof:

1. **SINGLE FAMILY.** Homesites shall be used for single-family residential purposes only. Homesites may not be subdivided, and only one dwelling house shall be permitted on a Homesite.
2. **RESIDENTIAL USE.** No building or other structure shall be used for business or commercial purposes, except that a private office may be maintained and used within the dwelling house, provided that such use is incidental to the primary residential use of said dwelling and does not materially increase either the noise level at the Homesite or the traffic to and from the Homesite.
3. **HOUSE SIZE AND MATERIALS.** Each dwelling house located upon a Homesite shall have a minimum of 1,200 square feet of enclosed and heated floor area. The exterior of any dwelling house located on a Homesite shall be finished in wood, manufactured cement siding, stucco, brick or stone or a combination of such materials. No exterior of any structure, other than foundations, shall contain any exposed concrete block.
4. **ROOFS.** No roof of any dwelling house, structure or outbuilding shall be shiny or made of reflective material or exposed tarpaper.
5. **CONSTRUCTION PERIOD.** All buildings and other structures shall be completed within one (1) year from the date of commencement of construction.
6. **STORAGE OF BUILDING MATERIALS.** No lumber, steel, brick, stone, cinderblock, concrete or other building materials, scaffolding, mechanical devices or other things used for building purposes, shall be stored on a Homesite, except for the purpose of current construction thereon, and such materials shall not be stored for longer than the length of time reasonably necessary for construction of the dwelling house or other structure to be located upon said Homesite.
7. **OUTBUILDINGS.** All outbuildings constructed upon a Homesite shall be constructed in accordance with the same guidelines required for dwelling houses, except for the minimum required square footage.
8. **EROSION CONTROL.** No owner of a Homesite shall engage in, or allow anyone else to engage in, any activity, including, but not limited to, excavating or grading, in violation of any ordinance, statute, law, rule or regulation concerning soil erosion and sediment control enacted by the United States of America, the State of Georgia, Rabun County, or any other political subdivision or public agency.
9. **UTILITY LINES.** Each Homesite shall be served only by electricity, telephone, natural gas, cable or satellite television, water system, sewer system and other utilities approved by LongView Road Association, Inc. ("Association"), a non-profit Georgia corporation. No private well, septic tank or other private sewage disposal system shall be drilled,

constructed or maintained on any Homesite. All utility lines on the Homesite, including, but not limited to, electrical lines, telephone lines, natural gas lines, cable television lines, water lines and sewer lines, shall be placed underground. Satellite dishes or other exterior radio or television receivers and antennas shall not exceed three (3) feet in diameter, and, to the extent possible, shall be attractively screened from adjacent dwellings and roads.

10. **TRASH.** All household refuse and garbage shall be placed in underground containers or in secure containers in an area attractively screened from adjacent dwellings and roads.
11. **WATER AND SEWER.** Each owner of a Homesite agrees to pay to the Association a quarterly assessment for water and sewer services provided to each Homesite. Water and sewer rate structures may be adjusted from time to time in accordance with the City of Clayton's policies, procedures and sewer use ordinances. LongView shall abide by the sewer use ordinance, including rates, terms and conditions of use, including compliance with regulations regarding oil, grease and other matter. An installment of a quarterly assessment, or any part thereof, which is not paid within ten (10) days of the due date shall incur a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid, or such higher amount as may in the future be imposed by the Association, without further notice or warning to the delinquent owner of the Homesite, and interest thereon at the rate of ten (10 %) percent per annum shall accrue from the due date. The Association shall have the power and authority to enter upon the property and to terminate use of the water/sewer service in the event the quarterly assessment has not been paid by the owner of the Homesite for a period of ninety (90) days from the due date.
12. **SETBACK REQUIREMENT.** No structure or improvement upon any portion of the Homesite shall be constructed within twenty (20) feet of any boundary of the Homesite.
13. **PROHIBITED ACTIVITIES.** Any hobby or other activity involving the assembly or disassembly of motor vehicles or other mechanical devices shall be conducted only within an enclosed building; and no motorcycle or motorbike shall be operated within LongView without a properly-functioning muffler and spark arrestor.
14. **MOBILE HOMES.** No tents or mobile homes shall be allowed upon a Homesite. For purposes of this Declaration, the term "mobile home" shall include motor homes, doublewide houses, house trailers, campers, and other homes delivered to the Homesite with wheels affixed; provided, however, that one camper or motor home used solely for travel and recreational activities shall be allowed, so long as such vehicle is not permanently installed or occupied as a dwelling house.
15. **ANIMALS AND PETS.** No cattle, equine, goats, sheep, swine, poultry, fowl, rabbits, bees or other farm or wild animals may be kept upon the Homesite. A reasonable number of common domestic household pets may be kept; provided, however, that such pets shall not be kept for commercial or business purposes nor permitted to roam free. Each Homesite owner shall insure that each household pet located on said owner's

Homesite (a) shall at all times when outside the dwelling house be on a leash or enclosed in a fenced-in area, and (b) shall not at any time become an annoyance or nuisance to any other property owner or his guests, tenants or occupants.

16. **FIRE ARMS.** No hunting or discharging of firearms or fireworks shall be allowed upon any Homesite.
17. **NUISANCES.** It shall be the responsibility of each Homesite owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of buildings or grounds on his Homesite. Each Homesite shall be kept in a neat and tidy condition, and refuse, waste, junk, inoperative motor vehicles or farm machinery, or other objects of a similar nature, shall not be kept thereon. No Homesite shall be used in whole or in part for the storage of any property or thing that will cause such Homesite to appear to be in an unclean or untidy condition or that is obnoxious to the eye; nor shall any substance, thing or materials be kept upon any Homesite that will emit foul or obnoxious odors, or that will cause any noise or other condition that might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No plant, animal, device or thing 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 other property in the neighborhood shall be allowed to exist on any Homesite.
18. **REQUIRED MAINTENANCE.** Each owner of a Homesite shall cause his Homesite, together with the exterior of all buildings and other improvements located thereon, to be maintained in a neat, attractive and safe condition. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, grass, walks, driveways and other exterior improvements. After thirty (30) days' notice to the owner, the Association may enter upon any Homesite for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, for cutting or removing dead or fallen trees or limbs, for removing garbage or trash, or for performing such exterior maintenance as the Association, in the exercise of its sole discretion, deems necessary or advisable. Each Homesite owner shall be personally liable to the Association for the direct and indirect costs of such maintenance, and the liability for such costs shall be a permanent charge and lien upon such Homesite enforceable by the Association in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or in equity. Although notice given as herein provided shall be sufficient to give the Association the right to enter upon such Homesite and perform such maintenance, entry for such purpose shall be only between the hours of 9:00 A.M. and 5:00 P.M. on any day except Sunday, and such entrance shall not be deemed a trespass. The provisions of this Section shall not be construed, however, as an obligation on the part of the Association to perform any maintenance or repairs, including, but not limited to, any mowing, clearing, cutting or pruning, or to provide any garbage or trash removal service.

19. TREES. No live hardwood tree that measures six (6") inches or more in diameter at a point four (4') feet above the surface of the ground shall be harmed or removed from any Homesite without prior written approval by the Association, except for (a) a single access driveway from East View Lane or from Surrey Lane, which shall not exceed thirty (30') feet in width; and (b) the footprint of each dwelling house plus the area immediately surrounding the dwelling house, which shall not exceed in any direction a distance of thirty (30') feet from the exterior of the dwelling house foundation.
20. SIGNS. No signs shall be placed or maintained on any Homesite except with the prior written permission of the Association or as may be required by legal proceedings. The Association reserves the right to determine the location, size, design, lettering, color, material and content of property identification signs and mailboxes.
21. EXTERIOR LIGHTING. Except for floodlights, not to exceed 150 watts, attached to the soffit or cornerboards of the dwelling house, the design, type, location, size, color, materials and intensity of all exterior lights shall be subject to control by the Association; and only such exterior lighting as shall have been approved in writing by the Association shall be installed or used on any Homesite.
22. LEGAL COMPLIANCE. At all times, each Homesite owner shall cause his Homesite to comply with all applicable laws, statutes, ordinances, rules and regulations enacted by the United States Government, State of Georgia, Rabun County and any other political subdivision or public agency.
23. JOINT RESPONSIBILITY. Each owner of a Homesite shall be responsible, jointly and severally with all other owners of said Homesite, if any, for ensuring that all guests, tenants and occupants of said Homesite comply with all of these Covenants, Conditions and Restrictions; and each owner shall always endeavor to observe and promote the cooperative purposes for which this Declaration was established. In addition to all rights that Surrey and/or owners of other Homesites may have against any guests, tenants or occupants of said Homesite, as a result of violation of these Covenants, Conditions and Restrictions, Surrey and/or owners of other Homesites shall have the right to take action under this Declaration against one or more owners of any Homesite for violations of these Covenants, Conditions and Restrictions by any guest, tenant or occupant of said Homesite, jointly with said guest, tenant or occupant, in the same manner as if the said owner or owners had committed the violation.
24. ENFORCEMENT OF COVENANTS. Enforcement of the Covenants, Conditions and Restrictions contained in this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages.
25. Invalidation of any one or part of these Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any of the other provisions of these

Covenants, Conditions and Restrictions, all of which shall remain in full force and effect.

26. These Covenants, Conditions and Restrictions constitute an amendment and restatement of the Original C&Rs, which are completely superceded, shall run with the land, and shall be binding on all Homesites for a period of twenty (20) years from and after the date this instrument is recorded, after which time such Covenants shall be extended automatically for periods of twenty (20) years until the recordation of an instrument of termination within two (2) years prior to the expiration of the initial twenty (20) year period or of any extension thereof, such instrument having been executed by the owners of a minimum of sixty (60%) percent of the Homesites.

IN WITNESS WHEREOF, Surrey has executed and delivered this Declaration under seal as of the day and year shown above.

Signed, sealed and delivered in the presence of:

SURREY PROPERTIES LLC,
a Georgia limited liability company

Unofficial Witness

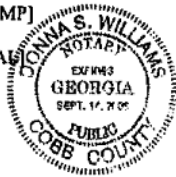
Notary Public

BY: M.E. Ellinger, Jr.
M.E. Ellinger, Jr., its Manager

(SEAL)

[NOTARY STAMP]

[NOTARY SEAL]



CONSENT AND SUBORDINATION

On September 10, 2004, Surrey sold to the undersigned Lot F, which is one of the Homesites that is covered by the Original C&Rs. Undersigned, as the owners of Lot F, intend for Lot F to be subject to and bound by the within and foregoing Amended and Restated Covenants, Conditions and Restrictions, and, accordingly, undersigned hereby consent to said Amended and Restated Covenants, Conditions and Restrictions, and agree that said Lot F shall henceforth be bound by said Amended and Restated Covenants, Conditions and Restrictions in the same manner as if said Lot F were still owned by Surrey.

This 31 day of April, 2005.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
FORTE C. RABB

[Signature]
Notary Public

[NOTARY STAMP]

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature]
DANIEL C. RABB

[Signature]
Notary Public

[NOTARY STAMP]

[NOTARY SEAL]

EXHIBIT "A"
(Page 1 of 2)

DESCRIPTION OF THE HOMESITES

Lot A lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, filed June 9, 2004, recorded in Plat Book 51, Page 274, aforesaid records; as amended and described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised March 10, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 62, aforesaid records.

Lot B lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised March 10, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 62, aforesaid records.

Lots C, D, E, F, H, I, J, K and L lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised June 4, 2004, filed June 9, 2004, recorded in Plat Book 51, Page 273, aforesaid records; as amended and described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised March 10, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 62, aforesaid records.

Lot M lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated August 10, 2004, last revised March 7, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 63, aforesaid records.

EXHIBIT "A"
(Page 2 of 2)

Lots N, P, Q and R lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated August 10, 2004, last revised August 20, 2004, filed September 14, 2004, recorded in Plat Book 53, Page 98, aforesaid records; as amended and described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated August 10, 2004, last revised March 7, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 63, aforesaid records.

After recording return to:
Robert G. Holt, Esq.
Holt Ney Zetcoff & Wasserman, LLP
100 Galleria Parkway, Suite 600
Atlanta, Georgia 30339

Re: Book Z-24, Page 478,
Rabun County, Georgia records;
Book C-27, Page 47, aforesaid
records.

**SECOND AMENDMENT
TO
ROAD MAINTENANCE DECLARATION**

THIS SECOND AMENDMENT TO ROAD MAINTENANCE DECLARATION
("Amendment") is made as of this 27th day of May, 2005, by SURREY
PROPERTIES LLC (hereinafter referred to as "Declarant"), a Georgia limited liability
company;

WITNESSETH:

WHEREAS, Declarant has subjected certain property located in Rabun County, Georgia
to that certain Road Maintenance Declaration dated as of November 4, 2002 and recorded at
Book Z-24, Page 478, Rabun County, Georgia records, as amended by First Amendment to Road
Maintenance Declaration, dated October 4, 2004, filed October 13, 2004, recorded in Deed Book
C-27, Page 47, aforesaid records (the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration for certain purposes as
hereinafter set forth.

NOW THEREFORE, Declarant, intending to be legally bound, hereby agrees and
covenants that the Declaration shall be amended as follows:

1. Exhibit "A" of the Declaration is deleted in its entirety and the attached Exhibit
"A" is substituted in lieu thereof.

165524_1.DOC

2. Exhibit "B" of the Declaration is deleted in its entirety and the attached Exhibit "B" is substituted in lieu thereof.

3. Except as herein amended, the terms and provisions of the Declaration shall remain in full force and effect. This Amendment shall be binding upon and shall inure to the benefit of Declarant and its respective successors, personal representatives and assigns. This Amendment shall be governed by, construed and interpreted pursuant to the laws of the State of Georgia.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in its name by its duly authorized officers, and its seal affixed, as of the day and year first above written.

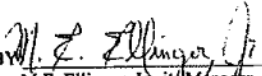
DECLARANT:

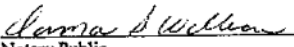
Signed, sealed and delivered in the presence of:

SURREY PROPERTIES LLC,
a Georgia limited liability company



Unofficial Witness

BY  (SEAL)
M.E. Ellinger, Jr., its Manager



Notary Public
Commission expires:

(NOTARY SEAL)



EXHIBIT "A"
(Page 1 of 3)

CONDOMINIUM LOTS NOW OR FORMERLY OWNED BY
SURREY PROPERTIES LLC

4.33 ACRE TRACT:

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described as follows:

Tracts 4 and 5 as described on that certain Plat of LongView Condominium prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., dated May 1, 2002, last revised July 7, 2004, filed July 8, 2004, recorded in Condominium Book 2, page 137, Rabun County, Georgia records.

2.90 ACRE TRACT:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described as follows:

Tract 6 as described on that certain Plat of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., dated August 13, 2004, last revised August 20, 2004, filed September 14, 2004, recorded in Plat Book 53, page 99, Rabun County, Georgia records; as amended and described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated July 4, 2002, last revised March 7, 2005, filed March 16, 2005, recorded in Condominium Plat Book 2, Page 148, aforesaid records.

EXHIBIT "A"
(Page 2 of 3)

SINGLE-FAMILY LOTS NOW OR FORMERLY OWNED
BY SURREY PROPERTIES LLC

Tracts 1, 2 and 3 lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, filed June 9, 2004, recorded in Plat Book 51, Page 274, Rabun County, Georgia records.

Lot A lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, filed June 9, 2004, recorded in Plat Book 51, Page 274, aforesaid records; as amended and described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised March 10, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 62, aforesaid records.

Lot B lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised March 10, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 62, aforesaid records.

Lots C, D, E, F, H, I, J, K and L lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised June 4, 2004, filed June 9, 2004, recorded in Plat Book 51, Page 273, aforesaid records; as amended and described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised March 10, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 62, aforesaid records.

EXHIBIT "A"
(Page 3 of 3)

Lot M lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated August 10, 2004, last revised March 7, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 63, aforesaid records.

Lots N, P, Q and R lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated August 10, 2004, last revised August 20, 2004, filed September 14, 2004, recorded in Plat Book 53, Page 98, aforesaid records; as amended and described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated August 10, 2004, last revised March 7, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 63, aforesaid records.

EXHIBIT "B"

(Page 1 of 2)

Banister Drive:

- (a) as shown on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, filed June 9, 2004, recorded in Plat Book 51, Page 274, Rabun County, Georgia records; and
- (b) as shown on that certain Plat of LongView Condominium prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., dated May 1, 2002, last revised July 7, 2004, filed July 8, 2004, recorded in Condominium Book 2, page 137, Rabun County, Georgia records; and
- (c) as described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated July 4, 2002, last revised March 7, 2005, filed March 16, 2005, recorded in Condominium Plat Book 2, Page 148, aforesaid records.

Eastview Lane:

- (a) as shown on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised June 4, 2004, filed June 9, 2004, recorded in Plat Book 51, Page 273, aforesaid records; as amended and described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised March 10, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 62, aforesaid records; and
- (b) as shown on that certain Plat of LongView Condominium prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., dated May 1, 2002, last revised July 7, 2004, filed July 8, 2004, recorded in Condominium Book 2, page 137, Rabun County, Georgia records; and
- (c) as shown on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated August 10, 2004, last revised August 20, 2004, filed September 14, 2004, recorded in Plat Book 53, Page 98, aforesaid records; as amended and described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated August 10, 2004, last revised March 7, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 63, aforesaid records; and

EXHIBIT "B"

(Page 2 of 2)

Eastview Lane (continued):

- (d) as described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated July 4, 2002, last revised March 7, 2005, filed March 16, 2005, recorded in Condominium Plat Book 2, Page 148, aforesaid records.

Henderson Way:


- (a) as described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised June 4, 2004, filed June 9, 2004, recorded in Plat Book 51, Page 273, aforesaid records; as amended and described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised March 10, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 62, aforesaid records; and
- (b) as described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated July 4, 2002, last revised March 7, 2005, filed March 16, 2005, recorded in Condominium Plat Book 2, Page 148, aforesaid records.

Surrey Lane:

Only that portion of Surrey Lane that fronts the southerly property line of Lots K and L between Eastview Lane and Butler Lane, as described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised June 4, 2004, filed June 9, 2004, recorded in Plat Book 51, Page 273, aforesaid records; as amended and described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised March 10, 2005, filed March 16, 2005, recorded in Plat Book 54, Page 62, aforesaid records.

165524_1.DOC

RECORDED THIS THE 25TH DAY OF MAY 2005

 CLERK S.C.

RECORDED
INDEXED
OCT 13 2004

After recording return to:
Robert G. Holt, Esq.
Holt Ney Zalcoff & Wasserman, LLP
100 Galleria Parkway, Suite 600
Atlanta, Georgia 30339

Re: Book Z-24, Page 478,
Rabun County, Georgia records

**FIRST AMENDMENT
TO
ROAD MAINTENANCE DECLARATION**

THIS FIRST AMENDMENT TO ROAD MAINTENANCE DECLARATION
("Amendment") is made as of this 11th day of October, 2004, by **SURREY PROPERTIES**
LLC (hereinafter referred to as "Declarant"), a Georgia limited liability company;

WITNESSETH:

WHEREAS, Declarant has subjected certain property located in Rabun County, Georgia to that certain Road Maintenance Declaration dated as of November 4, 2002 and recorded at Book Z-24, Page 478, Rabun County, Georgia records (the "Declaration"); and

WHEREAS, Declarant desires to amend the Declaration for certain purposes as hereinafter set forth.

NOW THEREFORE, Declarant, intending to be legally bound, hereby agrees and covenants that the Declaration shall be amended as follows:

1. Exhibit "A" of the Declaration is deleted in its entirety and the attached Exhibit "A" is substituted in lieu thereof.
2. Exhibit "B" of the Declaration is deleted in its entirety and the attached Exhibit "B" is substituted in lieu thereof.

3. A new section is hereby added to the Declaration after Section 16, as follows:

"17. Ownership of Land by the Association. The Association shall have the authority to acquire title to and own vacant land, in which event, all costs (including, but not limited to, taxes, insurance, landscaping and maintenance) of owning and maintaining said land shall be a Common Expense of the Association, which shall be paid by the members of the Association, as provided in Section 7 of this Declaration."

4. Except as herein amended, the terms and provisions of the Declaration shall remain in full force and effect. This Amendment shall be binding upon and shall inure to the benefit of Declarant and its respective successors, personal representatives and assigns. This Amendment shall be governed by, construed and interpreted pursuant to the laws of the State of Georgia.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in its name by its duly authorized officers, and its seal affixed, as of the day and year first above written.


DECLARANT:

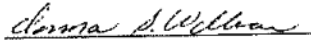
Signed, sealed and delivered in the presence of:

SURREY PROPERTIES LLC,
a Georgia limited liability company



Unofficial Witness

BY:  (SEAL)
M.E. Ellinger, Jr., its Manager



Notary Public
Commission expires:

(NOTARY SEAL)



EXHIBIT "A"**LEGAL DESCRIPTION OF THE HOMESITES****CONDOMINIUM LOTS NOW OR FORMERLY OWNED BY
SURREY PROPERTIES LLC****4.33 ACRE TRACT:**

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described as follows:

Tracts 4 and 5 as described on that certain Plat of LongView Condominium prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., dated May 1, 2002, last revised July 7, 2004, filed July 8, 2004, recorded in Condominium Book 2, page 137, Rabun County, Georgia records.

1.93 ACRE TRACT:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described as follows:

Tract 6 as described on that certain Plat of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., dated August 13, 2004, last revised August 20, 2004, filed September 14, 2004, recorded in Plat Book 53, page 99, Rabun County, Georgia records.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described as follows:

Lot A as described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, filed June 9, 2004, recorded in Plat Book 51, Page 274, Rabun County, Georgia records.

Lots C, D, E, F, H, I, J, K and L as described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised June 4, 2004, filed June 9, 2004, recorded in Plat Book 51, Page 273, aforesaid records.

EXHIBIT "B"

Banister Drive as shown on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, filed June 9, 2004, recorded in Plat Book 51, Page 274, Rabun County, Georgia records.

Eastview Lane and Henderson Way as described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised June 4, 2004, filed June 9, 2004, recorded in Plat Book 51, Page 273, aforesaid records.

Only that portion of Surrey Lane that fronts the southerly property line of Lots K and L between Eastview Lane and Butler Lane, as described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised June 4, 2004, filed June 9, 2004, recorded in Plat Book 51, Page 273, aforesaid records.

153642_1.DOC

RECORDED THIS THE 13TH DAY OF OCTOBER 2004, _____ CLERK S.C.

After recording, return to:
Robert E. Holt, Esq.
Holt Ney Zetcoff & Wasserman, LLP
100 Galleria Parkway, Suite 600
Atlanta, GA 30339
Ph: (770) 956-9600
Fax: (770) 956-1490
e-mail: rholt@hznw.com

RABUN COUNTY GEORGIA
REC'D FOR RECORD

JUN 21 2004 11:39

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
LONGVIEW**

STATE OF GEORGIA

COUNTY OF RABUN

THIS DECLARATION is made on this 21st day of June, 2004 by Surrey Properties LLC (hereinafter called "Surrey") as follows:

WHEREAS, Surrey owns the residential lots ("Homesites") described on "Exhibit "A"" attached hereto, which is incorporated herein and made a part hereof; and

WHEREAS, the Homesites shall collectively be referred to as "LongView."

WHEREAS, Surrey desires to enhance and protect the value, desirability and attractiveness of the Homesites.

NOW, THEREFORE, Surrey declares that the Homesites are and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Homesites. The following Covenants and Restrictions are and shall be binding on and inure to the benefit of all parties having and acquiring any right, title or interest in or to any Homesite or any part thereof:

1. Homesites shall be used for single-family residential purposes only. Homesites may not be subdivided, and only one dwelling house shall be permitted on a Homesite.
2. No house or other structure shall be used for business or commercial purposes, except that a private office may be maintained and used within the dwelling house, provided that such use is incidental to the primary residential use of said dwelling and does not materially increase either the noise level at the Homesite or the traffic to and from the Homesite.

3. Any residence located upon a Homesite shall have a minimum of 1,200 square feet of enclosed and heated floor area. The exterior of any residence located on a Homesite shall be finished in wood, manufactured cement siding, stucco, brick or stone or a combination of such materials. The exterior of such structure, other than foundation block, shall not contain any exposed concrete block.
4. The roof of any residence, structure or outbuilding shall not be shiny or made of reflective material or exposed tar paper.
5. All residential structures and other outbuildings constructed shall be completed within one (1) year from the date of commencement of construction.
6. Lumber, steel, brick, stone, cinderblock, concrete or other building materials, scaffolding, mechanical devices or other things used for building purposes, shall not be stored on a Homesite except for the purpose of construction thereon, and such materials shall not be stored for longer than the length of time reasonably necessary for construction of the residence or structure to be located upon said Homesite.
7. Any outbuildings constructed upon a Homesite shall be constructed in accordance with the same guidelines required for residential structures except as to required square footage.
8. No owner or owners of a Homesite shall engage in any activity, including, but not limited to, excavating or grading, in violation of any ordinance, statute, law, rule or regulation concerning soil erosion and sediment control enacted by the United States of America, the State of Georgia, Rabun County, or any other political subdivision or public agency.
9. All utilities on the Homesite, including, but not limited to, electrical service, gas lines, telephone lines, cable television, water lines and sewer lines, shall be placed underground. Satellite dishes or other radio or television receivers shall not exceed three (3) feet in diameter, and, to the extent possible, shall be screened from adjacent dwellings and roads.
10. All household refuse and garbage shall be placed in underground containers or in secure containers in an area screened from adjacent dwellings and roads. Storage tanks for fuel shall be buried or shall be painted dark green or dark brown and screened from adjacent dwellings and roads.
11. An individual sewage disposal system shall not be permitted on a Homesite unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Georgia Department of Public Health. Approval of said system as installed shall be obtained from the appropriate governmental authority prior to use thereof.

12. No structure or improvement upon any portion of the Homesite shall be constructed within twenty (20) feet from any boundary of the Homesite.
13. Any hobby or other activity involving the assembly and disassembly of motor vehicles or other mechanical devices shall be conducted only within an enclosed building; and no motorcycle or motorbike shall be operated without a properly-functioning muffler and spark arrestor.
14. No tents or mobile homes shall be allowed upon a Homesite. For purposes of this Declaration, the term "mobile home" shall include motor homes, doublewide houses, house trailers, campers, and other homes delivered to the Homesite with wheels affixed; provided, however, one over-the-road recreational vehicle shall be allowed so long as such vehicle is not permanently installed or occupied as a residence.
15. No cattle, equine, goats, sheep, swine, poultry, fowl, rabbits, bees or other farm or wild animals may be kept upon the Homesite. A reasonable number of domestic household pets may be kept; provided, however, that such pets shall not be kept for commercial or business purposes. No Homesite owner shall allow any animal located on said owner's Homesite to become an annoyance or nuisance to any other property owner.
16. No hunting or discharging of firearms or fireworks shall be allowed upon any Homesite.
17. There shall be no noxious or offensive activities conducted upon any Homesite, nor shall anything be done thereon that may be or become an annoyance or nuisance to other property owners. Each Homesite shall be kept in a neat and tidy condition, and refuse, waste, junk, inoperative motor vehicles or farm machinery, or other objects of a similar nature, shall not be kept thereon.
18. The owner(s) of each Homesite shall comply with all applicable laws, statutes, ordinances, rules and regulations enacted by the United States Government, State of Georgia, Rabun County and any other political subdivision or public agency.
19. Each owner of a Homesite shall be responsible, jointly and severally with all other owners of said Homesite, if any, for ensuring that all guests, tenants and occupants of said Homesite comply with all these Covenants and Restrictions; and each owner shall always endeavor to observe and promote the cooperative purposes for which this Declaration was established. In addition to all rights Surrey and/or owners of other Homesites may have against any guests, tenants or occupants of said Homesite, as a result of violation of these Covenants and Restrictions, Surrey and/or owners of other Homesites shall have the right to take action under this Declaration against one or more owners of said Homesite for violations of these Covenants and Restrictions by any guests, tenants or occupants of said Homesite, jointly with said guests, tenants or occupants, in the same manner as if said owner or owners had committed the violation.

- 20. Enforcement of the Covenants and Restrictions contained in this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
- 21. Invalidation of any one or part of these Covenants and Restrictions by judgment or court order shall in no way affect any of the other provisions of this Declaration, which shall remain in full force and effect.
- 22. These Covenants and Restrictions shall run with the land and shall be binding on all lots conveyed subject to them for a period of twenty (20) years from and after the date this instrument is recorded, after which time such Covenants shall be extended automatically for periods of twenty (20) years until the recordation of an instrument of termination within two (2) years prior to the expiration of the initial twenty (20) year period or of any extension thereof, such instrument having been executed by a minimum of sixty percent (60%) of the Homesite owners.

IN WITNESS WHEREOF, Surrey has executed and delivered this Declaration under seal as of the day and year shown above.

Signed, sealed and delivered in the Presence of:

SURREY PROPERTIES LLC,
a Georgia limited liability company

Jennifer A. Sater
Unofficial Witness

BY: *M.E. Ellinger, Jr.*
M.E. Ellinger, Jr., its Manager

Donna S. Williams
Notary Public

(SEAL)

[NOTARY STAMP]

[NOTARY SEAL]

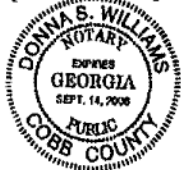


EXHIBIT "A"

DESCRIPTION OF THE HOMESITES

Tracts 1, 2 and 3 and Lot A lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, filed June 9, 2004, recorded in Plat Book 51, Page 274, Rabun County, Georgia records.

Lots C, D, E, F, H, I, J, K and L lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia and being more particularly described on that certain Survey of LongView prepared for Surrey Properties LLC, by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated December 15, 2003, last revised June 4, 2004, filed June 9, 2004, recorded in Plat Book 51, Page 273, aforesaid records.

HNZW/RG11/2304-2/12756_4/June 22, 2004

RECORDED THIS THE 24TH DAY OF JUNE 2004,



CLERK S.C.