

RABUN COUNTY GEORGIA
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BOOK _____ PAGE _____
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ROAD MAINTENANCE DECLARATION

1. Parties. The initial party to this Declaration is **SURREY PROPERTIES LLC** ("Surrey"), a Georgia limited liability company. In addition, other Persons may become parties to this Declaration in the future pursuant to Section 4 of this Declaration. Certain words and phrases that are capitalized in this Declaration are defined in Section 16.19 herein.
2. Homesites. Surrey owns certain residential lots ("Homesites") that are described on Exhibit "A" attached hereto. "Homesites" shall also include all additional lots that may be added to this Declaration by addenda, as described in Section 4 of this Declaration.
3. Intent. The parties hereto intend to provide for the maintenance, repair and improvement of some of the utilities and roads serving the Homesites, as more particularly described on Exhibit "B" attached hereto; and to create and organize an association for the purpose of maintaining, repairing and improving the Roads and the Utilities. "Roads", as used in this Declaration, shall mean those roads identified on Exhibit "B" as initially included, as well as any contiguous roads that Surrey, in its sole discretion, may later designate. Surrey shall not add an additional road unless one or more owners of one or more lots fronting on said road becomes a party to this Declaration. "Utilities", as used in this Declaration, shall mean water, sewer, electricity, natural gas, cable television, and other utilities that the Association may install in the Roads for the benefit of the Homesites.
4. Membership in the Association. Surrey intends to create and organize an association ("Association") having Articles of Incorporation and Bylaws substantially in the form of Exhibit "C" attached hereto, and Surrey shall be a Member of the Association. Surrey shall have the right to add additional parties to this Declaration by having said additional parties and Surrey execute and deliver to one another an addendum to this Declaration substantially in the form of Exhibit "D" attached hereto. Upon said execution and delivery, without further action, said additional parties shall become parties to this Declaration and Members of the Association, once the Association is incorporated, and the lots owned by said additional parties shall be added to the definition of Homesites for all purposes from and after the execution and delivery of said addendum.

The Members shall have the rights and duties set forth in this Declaration, and in the Articles of Incorporation and the Bylaws of the Association attached hereto as Exhibit "C". When the ownership of any lot within the Homesites changes, the new Owner (defined in Section 16.17) of said lot shall automatically become a Lot Owner Member of the Association and a party to this Declaration, and the Person ceasing to own said lot shall, with respect to that particular lot, cease to be a Lot Owner Member of the Association and a party to this Declaration. Any lien existing by virtue of Section 8(b) of this Declaration shall not be discharged by any transfer of ownership, nor shall the transferring Person be relieved from its obligations, liabilities and duties to satisfy the obligations secured by said lien.

6. Voting Rights. There shall be one natural Person with respect to each Member who shall be entitled to vote at any meeting of the Members. Said Person shall be known and hereafter referred to as a "Voting Member". Such Voting Member shall be an individual who is (a) the sole fee simple Owner of the Homesite, (b) one Member of a group composed of all the Owners of said Homesite, or (c) appointed or designated by the Person owning the Homesite to act as a proxy on behalf of said Person. Each Lot Owner Member and Surrey shall be entitled to two votes for each Improved Single-Family Lot and one vote for each Unimproved Single-Family Lot owned within the Homesites. Each Condominium Association Member shall be entitled to one vote for each condominium unit located within the condominium regime represented by said Condominium Association Member. Notwithstanding the foregoing, Surrey shall have the right to appoint or remove any member or members of the Board of Directors (the "Board") or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of ten (10) years after the date of this Declaration or (b) the surrender by Surrey in writing of its authority to appoint and remove directors and officers of the Association. The directors and officers of the Association appointed by Surrey need not be Members. Following the period during which Surrey shall have the right to select directors and officers, as described in the preceding sentence, the Association shall have five (5) directors. Two of the directors shall be selected by a majority vote of the Lot Owner Members, two other directors shall be selected by a majority vote of the Condominium Association Members, and the fifth director shall be selected by the other four (4) directors. If the total number of Condominium Association Members is two (2), then, in such event, each Condominium Association Member shall select one (1) of the two (2) directors to be selected by the Condominium Association Members. Each director shall serve a one (1) year term, but may be re-elected for any number of additional one (1) year terms. Following the period during which Surrey shall have the right to select directors and officers, as described above, the Board of Directors of the Association shall elect all officers annually. Each officer shall be elected for a one (1) year term, and any officer may be re-elected for any number of additional one-year terms.

7. Common Expenses and Common Surpluses. The Members shall share all common expenses ("Common Expenses") and common surpluses ("Common Surpluses") of the Association. The share of Common Expenses and Common Surpluses to be allocated to each Improved Single Family Lot and to each condominium unit shall be the same, and the share to be allocated to each Unimproved Single Family Lot shall be one-fourth (1/4th) of the amount allocated to each Improved Single Family Lot and condominium unit. The percentage of Common Expenses and Common Surpluses to be allocated to each Condominium Association Member shall be determined by the number of condominium units in the condominium regime represented by said Condominium Association Member.

8. Assessments.

(a) Purpose of Assessment. The Association shall have the power to levy assessments as provided herein. The assessments for Common Expenses provided for herein shall be used for the purpose of maintaining, repairing and improving the Roads and the Utilities, for purposes incidental thereto, such as the payment of insurance premiums and administrative expenses, and to establish and maintain one or more reserve accounts for such expenses, as may be more specifically authorized from time to time by the Board. At least once per year, the Board shall review the amount of the reserve accounts of the Association and shall determine whether or not the amounts in the reserve accounts are sufficient. To the extent that the Board determines that the amount of any reserve account is inadequate, the Board shall include in the next annual budget an amount sufficient to increase the amount of said reserve account to an adequate amount. NOTWITHSTANDING THE FOREGOING, NO REGULAR OR SPECIAL ASSESSMENTS SHALL BE LEVIED ON THE MEMBERS FOR THE CALENDAR YEARS 2002 AND 2003.

(b) Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Homesite, by the execution and delivery of this Declaration or by acceptance of a deed for said Homesite, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments, such assessments to be established and collected as hereinafter provided; and (iii) specific assessments against any particular Homesite that are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines imposed in accordance with the terms of this Declaration. Any annual assessment that would cause the total of annual assessments levied in any one fiscal year to exceed two hundred (\$200.00) dollars per Improved Single Family Lot or condominium unit must be approved by a majority vote of the total Association prior to becoming effective.

All such assessments, together with charges, interest, costs and reasonable attorney's fees actually incurred, shall be a charge on the Homesite and shall be a continuing lien upon the Homesite against which such assessment is made. Such amounts shall also be the personal obligation of the Person who is the Owner of such Homesite at the time when the assessment becomes due. In the event of any change of ownership of any Homesite, each transferring Owner and the Person to whom ownership is transferred shall be jointly and

required hereunder, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have the same force and effect as the lien of a condominium association under O.C.G.A. § 44-3-109, and said lien may be enforced in the same manner as a lien created pursuant to O.C.G.A. § 44-3-109.

(c) **Delinquent Assessments.** All assessments and related charges not paid on or before the due date shall be delinquent, and the Owner shall be in default.

(i) If any annual assessment or any part thereof is not paid in full by the tenth (10th) day after it is due, or if any other charge is not paid within ten (10) days of its due date, a late charge equal to the greater of ten (\$10.00) dollars or ten (10%) percent of the amount not paid when due may be imposed without further notice or warning to the delinquent Owner, and interest at the rate of ten (10%) percent per annum shall accrue from the due date.

(ii) If part payment of assessments and related charges is made, the amount received may be applied first to costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, and then to current assessments.

(iii) If all or any part of any assessment or other charge remains unpaid more than thirty (30) days after the due date of said assessment or other charge, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of this Declaration, the Bylaws and Georgia law. Enforcement under this subparagraph is not dependent upon or related to other restrictions and/or other actions.

(d) **Computation of Annual Budget and Assessment.** It shall be the duty of the Board each year to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and notice of the assessments to be levied against each Homesite for the following year to be delivered to each Member on or before November 1 of each year. The budget and the assessment shall become effective unless disapproved by Surrey, one or more of the Condominium Association Members, or by a vote of seventy-five percent (75%) of the Lot Owner Members at a duly called and constituted meeting of the Association; provided, however, if a quorum is not obtained at the meeting, the budget shall become effective even though a vote to disapprove the budget could not be called at the meeting.

Notwithstanding the foregoing, in the event that the Membership disapproves the proposed budget, or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the

budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time. The proposed budget and assessment shall be delivered to the Members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to any meeting called to discuss or vote on said budget and assessment.

(e) **Special Assessments.** In addition to the annual assessment provided for in subparagraph (b) above, the Board may, at any time, and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment that would cause the total of special assessments levied in any one fiscal year to exceed two hundred (\$200.00) dollars per Improved Single Family Lot or condominium unit must be approved by a majority vote of the total Association prior to becoming effective.

(f) **Statement of Account.** Any Owner, Mortgagee, Person having executed a contract for the purchase of a Homesite, or lender considering a loan to be secured by a Homesite, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines or other charges against a Homesite. The Association shall respond in writing within five (5) days of receipt of the request for a statement; provided, however, the Association may require the payment of a fee, not exceeding ten (\$10.00) dollars, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Homesite as of the date specified therein.

(g) **Common Profits and Surplus Funds.** Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, be distributed to the Owners, credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Homesite, or added to one or more of the Association's reserve accounts.

9. **Maintenance, Repair and Improvement of the Roads and the Utilities.** At its sole cost and expense, Surrey intends to install some of the Utilities and to improve some or all of the Roads, which improvements (the "Road Improvements") may consist of paving, graveling, widening, ditching, landscaping, grassing, hydroseeding, and/or the construction or installation of retaining walls, fencing, culverts, guardrails, road signs, and/or other similar improvements. If Surrey completes any such Utilities installations and/or Road Improvements, then each of the undersigned agrees that the Association shall make all repairs or maintenance to the Utilities and to the Roads as may be required to keep the Utilities and the Roads in reasonably good condition during normal weather conditions. The Association shall not be obligated to remove snow or ice or to provide any improvements or repairs beyond what is necessary to make the Roads passable by a two-wheel drive automobile; however, the Association may provide snow removal from the Roads, and the Association shall have the right to make repairs to the Utilities and to the Roads beyond the essential maintenance described above in this paragraph. If Rabun County or some other governmental entity assumes responsibility for the maintenance and repair of any or all of the Utilities or the Roads, the Association shall be relieved from the obligation to maintain and repair those Utilities and/or Roads that are being maintained and repaired by said county or other

be limited to the costs of the repairs necessitated by such extraordinary use, and the legal expenses of obtaining recovery of said amounts.

11. No Obligation to Install or to Improve. This Declaration shall not impose any obligation on any party to install any Utilities or to improve any of the Roads, but once any of the Utilities have been installed or any of the Roads have been improved, the maintenance and repair of said installed Utilities and/or the improved portions of the Roads shall be subject to the terms and provisions of this Declaration.

12. Warranty of Title. Each party hereto represents and warrants to each other party that said warranting party holds good, marketable, fee simple title to the portion of the Homesites identified with said party on Exhibit "A" and that said party has the power and authority to execute, deliver and perform this Declaration.

13. Submission to Jurisdiction. Each party hereby irrevocably submits to the jurisdiction of the Superior Court of Rabun County, Georgia, and to the jurisdiction of the United States District Court for the Northern District of Georgia, with respect to any legal or equitable action (an "Action") relating to this Declaration, and each party irrevocably agrees that all Actions shall be heard and determined only in such state or federal court, and no Action shall be filed, heard or determined in any other court. Each party hereby irrevocably waives the defense of an inconvenient forum to the maintenance of any Action in either of said specified courts.

14. Attorneys' Fees. If any dispute shall arise between any of the parties to this Declaration with respect to this Declaration, the party prevailing in said dispute shall be reimbursed by the other party or parties to said dispute for any and all reasonable costs incurred as a result of said dispute, including, but not limited to, attorneys' fees at both the trial and appellate levels.

15. Arbitration. Upon demand of any party hereto, whether made before or after institution of any judicial proceeding, any dispute, claim or controversy ("Dispute") arising out of, connected with, or relating to this Declaration shall be resolved by binding arbitration as provided herein. Institution of a judicial proceeding by either party shall not waive the right of said party to demand arbitration hereunder. Disputes may include, without limitation, tort claims, counterclaims, disputes as to whether a matter is subject to arbitration, claims brought as class actions, claims arising from documents executed in the future, or claims arising out of or connected with the transaction reflected by this Declaration. Arbitration shall be conducted under and governed by the rules of the American Arbitration Association. All arbitration hearings shall be conducted in Rabun County, Georgia or in such other location as may be

agreed to by all parties to said arbitration. All applicable statutes of limitation shall apply to any Dispute. A judgment upon an award may be entered in any court having jurisdiction.

16. Construction of Provisions. The following rules of construction shall apply for all purposes of this Declaration and for all documents or instruments supplemental hereto, unless the context shall clearly require otherwise:

16.01 The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to".

16.02 The term "Homesite" shall be construed as if followed by the phrase "or any part thereof".

16.03 Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa.

16.04 The term "provisions", when used with respect hereto or to any other document or instrument, shall be construed as if preceded by the phrase "terms, covenants, agreements, requirements, conditions and/or".

16.05 All section and exhibit captions herein are used for convenience and reference only and in no way define, limit or describe the scope or intent of, or in any way affect, this Declaration.

16.06 Each reference to an agreement, instrument or other document of any nature shall include any and all revisions, amendments, modifications and supplements thereto, from time to time.

16.07 The words "herein", "hereof", "hereunder" and similar words shall refer to this Declaration as a whole and not to any particular section or subsection of this Declaration.

16.08 No inference in favor of or against any party shall be drawn from the fact that such party has drafted any portion hereof.

16.09 Each exhibit referred to in this Declaration is hereby incorporated herein by reference and made a part of this Declaration with the same effect as if it were restated word for word in this Declaration.

16.10 If any party is designated in this Declaration to be more than one Person, then, in such event, each Person so designated shall be jointly and severally liable for all duties, obligations and liabilities of said party.

16.11 Time is of the essence of each and every provision in this Declaration.

16.14 This Declaration shall be governed by and construed in accordance with the laws of the State of Georgia.

16.15 If all or any portion of any provision of this Declaration shall be declared invalid or unenforceable under applicable law, then the performance of such portion shall be excused to the extent of such invalidity or unenforceability, but the remainder of this Declaration shall remain in full force and effect.

16.16 This Declaration may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one and the same Declaration. It shall not be necessary that each party execute each counterpart, or that any one counterpart be executed by more than one party, so long as each party executes at least one counterpart. The signature of any party to any counterpart may be appended to any other counterpart.

16.17 In the event of any inconsistency or conflict between the provisions of this Declaration and the Articles of Incorporation or Bylaws of the Association, the provisions of this Declaration shall prevail over the Articles of Incorporation and Bylaws, and the Articles of Incorporation shall prevail over the Bylaws.

16.18 The Articles of Incorporation of the Association, the Bylaws of the Association, and this Declaration may be amended, from time to time, by a seventy-five (75%) percent vote of the Lot Owner Members, the written consent of all the Condominium Association Members, and the written consent of Surrey.

16.19 As used in this Declaration and in the Articles of Incorporation and Bylaws of the Association, certain words and phrases shall be defined as follows:

“Improved Single Family Lot” shall mean a lot upon which is constructed a completed house.

“Unimproved Single Family Lot” shall mean a lot upon which no completed house is located; provided, however, that each single lot or group of lots that is contiguous to an Improved Single Family Lot and that is owned by the Owner of said Improved Single Family Lot, for all purposes with respect to this Declaration, shall be deemed to be a part of said Improved Single Family Lot, and shall not be deemed to be an Unimproved Single Family Lot. If one or more of such lots ceases to be owned by the Owner of a contiguous Improved Single

Family Lot, then, effective upon such change of ownership, each such lot shall constitute an Unimproved Single Family Lot for all purposes under this Declaration.

"Owner" shall mean the record titleholder of a Homesite, but shall not include a Person who holds only a mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation. If more than one Person holds record title, all Persons, collectively, are herein referred to in the singular as the "Owner" of said Homesite.

"Person", as used in this Declaration, shall mean each and every natural or artificial legal entity whatsoever, including any individual, general partnership, limited partnership, limited liability partnership, limited liability limited partnership, limited liability company, professional corporation, unincorporated association, sole proprietorship, for-profit corporation, not-for-profit corporation, trust, business trust, real estate investment trust, joint venture or government authority.

IN WITNESS WHEREOF, Surrey has executed and delivered this Declaration under seal as of the 4th day of November, 2002.

Signed, sealed and delivered in the presence of:

SURREY PROPERTIES LLC,
a Georgia limited liability company

Unofficial Witness

By:

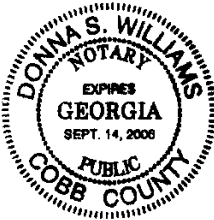
M.E. Ellinger, Jr.
M.E. Ellinger, Jr., General Manager

Donna S. Williams
Notary Public

(SEAL)

[NOTARY STAMP]

[NOTARY SEAL]



0.84 ACRE TRACT:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the 4th Land District, Rabun County, Georgia and being more particularly described as follows:

COMMENCE at a point located at the intersection of the easterly right of way line of Eastview Lane (50' right of way) and the northwesterly right of way line of Surrey Lane (50' right of way); thence run South 66°05'19" East a distance of 54.14 feet to a point located on the southerly right of way line of Surrey Lane, said point being the **TRUE POINT OF BEGINNING**;

FROM SAID TRUE POINT OF BEGINNING, thence run along the right of way line of Surrey Lane the following courses and distances:

- (i) North 70°29'51" East a distance of 11.77 feet to a point;
- (ii) South 77°07'15" East a distance of 24.55 feet to a point;
- (iii) South 56°22'40" East a distance of 39.74 feet to a point;

thence leaving said right of way line, run South 73°42'53" West a distance of 52.45 feet to a point;

thence run South 16°17'07" East a distance of 155.95 feet to a point;

thence run South 77°07'20" East a distance of 34.23 feet to a point;

thence run South 47°57'33" East a distance of 36.77 feet to a point;

thence run South 42°02'27" West a distance of 116.08 feet to a point;

thence run North 47°57'33" West a distance of 21.97 feet to a point;

thence run North 90°00'00" West a distance of 65.35 feet to a point;

thence run North 00°00'00" East a distance of 60.29 feet to a point;

thence run North 90°00'00" West a distance of 73.04 feet to a point;

thence run along an arc of a curve to the right an arc distance of 45.11 feet (said chord bearing being South 58°55'28" West for a chord distance of 43.76 feet) to a point;

thence run South 83°18'28" West a distance of 24.29 feet to a point located on the easterly right of way line of Banister Drive;

thence run along the right of way line of Banister Drive the following courses and distances:

- (i) North 56°09'22" East a distance of 63.73 feet to a point;
- (ii) North 21°05'24" East a distance of 69.58 feet to a point;
- (iii) North 21°05'24" East a distance of 45.65 feet to a point;
- (iv) North 43°12'38" East a distance of 37.94 feet to a point;
- (v) North 24°42'47" East a distance of 55.69 feet to a point;
- (vi) North 30°30'49" East a distance of 23.17 feet to a point;

(vii) North 46°28'16" East a distance of 22.68 feet to a point and the **TRUE POINT OF BEGINNING**;

Said tract containing .84 acres as shown on that certain Survey for LongView Condominium, prepared by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated July 30, 2003, filed August 7, 2003, recorded in Condominium Book 2, Page 100, Rabun County, Georgia records.

3.49 ACRE TRACT:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the 4th Land District, Rabun County, Georgia and being more particularly described as follows:

COMMENCE at a point located at the intersection of the easterly right of way line of Eastview Lane (50' right of way) and the northwesterly right of way line of Surrey Lane (50' right of way); thence run South 66°05'19" East a distance of 54.14 feet to a point located on the southerly right of way line of Surrey Lane; thence run along said right of way line of Surrey Lane the following courses and distances:

- (i) North 70°29'51" East a distance of 11.77 feet to a point;
- (ii) South 77°07'15" East a distance of 24.55 feet to a point;

- (ii) South 49°38'29" East a distance of 38.45 feet to a point;
- (iii) South 37°54'04" East a distance of 125.30 feet to a point located on the westerly right of way line of Butler Lane (40' right of way);

thence continue along said right of way line of Butler Lane the following courses and distances:

- (i) South 21°51'38" East a distance of 61.22 feet to a point;
- (ii) South 20°13'38" East a distance of 62.95 feet to a point;
- (iii) South 20°39'02" East a distance of 91.71 feet to a point;
- (iv) South 31°50'11" East a distance of 100.49 feet to a point;
- (v) South 04°55'35" West a distance of 70.43 feet to a point;

thence leaving said right of way line, run South 00°51'11" East a distance of 83.80 feet to an iron pin found;

thence run South 87°00'49" West a distance of 132.56 feet to an iron pin found;

thence run North 76°44'41" West a distance of 56.77 feet to an iron pin found;

thence run North 74°48'06" West a distance of 68.10 feet to an iron pin set;

thence run North 51°59'03" West a distance of 109.80 feet to an iron pin found;

thence run North 52°11'31" West a distance of 74.61 feet to an iron pin found;

thence run North 52°01'20" West a distance of 74.91 feet to an iron pin found;

thence run North 22°38'05" West a distance of 143.35 feet to an iron pin set located on the easterly right of way line of Banister Drive;

thence run along the right of way line of Banister Drive North 56°09'22" East a distance of 39.23 feet to a point;

thence leaving said right of way line, run North 83°18'28" East a distance of 24.29 feet to a point;

thence run along an arc of a curve to the left an arc distance of 45.11 feet (said chord bearing being North 58°55'28" East for a chord distance of 43.76 feet) to a point;

thence run South 90°00'00" East a distance of 73.04 feet to a point;

thence run South 00°00'00" West a distance of 60.29 feet to a point;

thence run South 90°00'00" East a distance of 65.35 feet to a point;

thence run South 47°57'33" East a distance of 21.97 feet to a point;

thence run North 42°02'27" East a distance of 116.08 feet to a point;

thence run North 47°57'33" West a distance of 36.77 feet to a point;

thence run North 77°07'20" West a distance of 34.23 feet to a point;

thence run North 16°17'07" West a distance of 155.95 feet to a point;

thence run North 73°42'53" East a distance of 52.45 feet to a point located on the southwesterly right of way line of Surrey Lane and the **TRUE POINT OF BEGINNING**;

Said tract containing 3.49 acres as shown on that certain Survey for LongView Condominium, prepared by Appalachian Surveying Company, Inc., bearing the seal and certification of William F. Rolader, Georgia Registered Land Surveyor No. 2042, dated May 1, 2002.

LOTS 1491, 1492, 1493, 1494 AND 1495:

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 Lots 1491 and 1492, Unit 14, as depicted upon that certain plat of survey prepared by James A. Long, Georgia Registered Land Surveyor No. 1837, which is recorded in the office of the Clerk of Rabun Superior Court in **Plat Book 11, page 80**.

ALL THOSE TRACTS OR PARCELS OF LAND lying in Land Lot 1 of the Fourth Land District of Rabun County, Georgia containing lot 1493 described upon that certain plat of survey prepared by T. Lamar Edwards, Georgia Registered Land Surveyor No. 1837, recorded in **Plat Book 11, page 102**, aforesaid records.

SINGLE-FAMILY LOTS OWNED BY SURREY PROPERTIES LLC

(LOTS 1489, 1497, 1500, 1505, 1506, 1526, 1531, 1532, 1533, 1534, 1535, 1536, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549 and 1550)

ALL THOSE TRACTS OR PARCELS OF LAND lying in Land Lot 1 of the Fourth Land District of Rabun County, Georgia containing lots 1489 and 1500 described upon that certain plat of survey prepared by T. Lamar Edwards, Georgia Registered Land Surveyor No. 1837, recorded in **Plat Book 11, page 102**, aforesaid records.

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 Lot 1497 as more particularly described upon that certain plat of survey prepared by James A. Long, Georgia Registered Land Surveyor, dated June 28, 1973, which is recorded in **Plat Book 11, page 80**, Clerk's office, Rabun County Superior Court and that plat of survey prepared by T. Lamar Edwards, Georgia Registered Land Surveyor No. 1837, recorded in **Plat Book 11, page 102**, aforesaid records.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia containing lots 1505 and 1506 described upon that certain plat of survey prepared by T. Lamar Edwards, Georgia Registered Land Surveyor No. 1837, recorded in **Plat Book 10, page 104**, aforesaid records.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia containing lots 1526, 1531, 1532, 1533, 1534, 1535 and 1536 described upon that certain plat of survey prepared by T. Lamar Edwards, Georgia Registered Land Surveyor No. 1837, recorded in **Plat Book 10, page 123**, aforesaid records.

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Land Lot 1 of the Fourth Land District of Rabun County, Georgia containing lots 1542, 1543, 1544, 1545, 1546, 1547, 1548 and 1549 described upon that certain plat of survey prepared by T. Lamar Edwards, Georgia Registered Land Surveyor No. 1837, recorded in **Plat Book 11, page 98**, aforesaid records.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1 of the Fourth Land District, Rabun County, Georgia and being more particularly described as Lot 1550, Unit 15, as depicted on the survey of James A. Long, Registered Land Surveyor, recorded in **Plat Book 11, page 98**, aforesaid records.

f/k/a Rotazalia Drive recorded in Plat Book 11, Page 97, and Plat Book 11, Page 102, aforesaid records, a portion of which was f/k/a 40' Common Drive intersecting Rotazalia Drive (entrance to south side of Screamer Mountain) recorded in Plat Book 11, Page 97, aforesaid records, and a portion of which was f/k/a 40' Common Drive intersecting Lirope Way, recorded in Plat Book 11, Page 97, aforesaid records.

Eastview Lane as shown on the survey of Appalachian Surveying Company, Inc., recorded in Condominium Book 2, Page 100, aforesaid records, f/k/a a portion of Lirope Way, recorded in Plat Book 11, Page 98, aforesaid records.

EXHIBIT "C"

ARTICLES OF INCORPORATION AND BYLAWS

1.

The name of the Corporation is **LONGVIEW ROAD ASSOCIATION, INC.**

2.

The Corporation is organized pursuant to the provisions of the Georgia Nonprofit Corporation Code.

3.

The street address of the initial registered office of the Corporation is 100 Galleria Parkway, Suite 600, Atlanta, Georgia 30339, located in Cobb County. The initial registered agent of the Corporation at such address is Robert G. Holt.

4.

The mailing address of the initial principal office of the Corporation is 100 Galleria Parkway, Suite 600, Atlanta, Georgia 30339, located in Cobb County.

5.

The name and address of the incorporator are as follows:

Robert G. Holt
Holt Ney Zatcoff & Wasserman, LLP
Suite 600
100 Galleria Parkway
Atlanta, Georgia 30339

6.

The Corporation is being organized pursuant to that certain Road Maintenance Déclaration, dated _____, 2002, executed by Surrey Properties LLC, which is recorded in Deed Book _____, page _____, Office of the Superior Court Clerk, Rabun County, Georgia (the "Road Declaration"). The Corporation shall have three classes of members, as described in Section 5 of the Road Declaration, all of the provisions of which are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation as of _____, 2002.

Robert G. Holt
Incorporator

BYLAWS
OF
LONGVIEW ROAD ASSOCIATION, INC.

Robert G. Holt, Esq.
Holt Ney Zatzoff & Wasserman, LLP
100 Galleria Parkway, Suite 600
Atlanta, Georgia 30339
Phone: (770) 956-9600
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**BYLAWS
OF
LONGVIEW ROAD ASSOCIATION, INC.**

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**BYLAWS
OF
LONGVIEW ROAD ASSOCIATION, INC.**

Article 1

Name, Membership, Applicability and Definitions

1.1 Name.

The name of the corporation shall be **LONGVIEW ROAD ASSOCIATION, INC.** (hereinafter sometimes referred to as the "Association").

1.2 Membership.

The Association shall have three classes of Membership, as is more fully set forth in that certain Road Maintenance Declaration dated _____, 2002 executed by Surrey Properties LLC, a Georgia limited liability company ("Surrey"), (such declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Road Declaration"), the provisions of which are incorporated herein by reference.

1.3 Definitions.

The words used in these Bylaws shall have the same meaning as set forth in the Road Declaration, unless the context shall prohibit.

1.4 Conveyance of Property by Surrey to Association: No Implied Rights.

Surrey may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be part of the Roads to be maintained, repaired and improved by the Association for the benefit of its Members. Surrey shall not be required to make any improvements whatsoever to any property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not any such property has been made available for the use of the Association or the Members.

2.2 Annual Meetings.

There shall be an annual meeting of the Members at such date, place and time as the Board of Directors shall determine to receive the reports of the outgoing Board of Directors, to install directors for the ensuing year, and to transact such other business as may come before the meeting.

2.3 Special Meetings.

The President or the Board of Directors may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association upon the delivery of a petition signed and dated by Members entitled to cast at least twenty-five (25%) percent of the Member votes and describing the purpose or purposes for which it is to be held. The notice of any special meeting shall state the date, place and time of such meeting and the purpose(s) thereof. No business shall be transacted at a special meeting except those matters that are within the purpose or purposes described in the notice.

2.4 Record Date.

The Board of Directors shall fix in advance a record date for a determination of Members entitled to notice of and to vote at any meeting of Members or any adjournment thereof, or to make a determination of Members for any other purpose, such date to be not more than seventy (70) days before the date on which the particular action requiring such determination of Members is to be taken.

2.5 Notice of Meetings.

It shall be the duty of the Secretary to mail or to cause to be delivered to each Member at the address specified by said Member to the Association (as shown in the records of the Association as of the record date) a notice of each annual or special meeting of the Association stating the date, time and place where it is to be held, and, if and to the extent required by the Georgia Nonprofit Corporation Code (O.C.G.A. Section 14-3-101, et seq.) or other applicable law (the "Governing Law"), the purpose(s) thereof. Notices shall be mailed by first class or certified mail or delivered by some other method not less than ten (10) days, nor more than sixty (60) days, before the meeting. If any meeting of the Members is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time and place are announced at the meeting before adjournment. If, however, a new record date is or must be fixed under the Governing Law, notice of the adjourned meeting shall be given to persons who are Members of record as of the new record date.

2.6 Waiver of Notice.

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, signed by the Member, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed waiver by such Member of lack of notice or defective notice, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

2.7 Adjournment of Meetings.

If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

2.8 Membership List.

After the Board of Directors establishes the record date for any meeting, the Secretary shall prepare an alphabetical list of the names and addresses of all of the Members who are entitled to notice of the meeting. Beginning at least two (2) business days after notice is given of the meeting for which the list was prepared, the list of Members shall be available for inspection by any Member or a Member's agent or attorney at the Association's principal office or at such other reasonable place as may be specified in the notice. In addition, the list shall be available for inspection at the meeting or at any adjournment thereof.

2.9 Voting.

The voting rights of the Members shall be as set forth in the Road Declaration, and such voting rights are specifically incorporated herein.

2.10 Proxies.

At all meetings of Members, each Member may vote in person or by proxy. All proxy appointment forms shall be in writing, signed, dated and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon: (a) receipt of notice by the Secretary of the death or judicially declared incompetence of a Member; (b) receipt by the Secretary of written revocation signed by the Member; (c) receipt by the Secretary of a subsequent appointment form signed by the Member; (d) attendance by the Member and his voting in person at any meeting; or (e) the expiration of eleven (11) months from the date of the proxy appointment form.

2.12 Action Without A Formal Meeting.

Any action required or permitted to be approved by the Members may be approved without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed and dated by Members (including Surrey and all of the Condominium Association Members, if the consents of Surrey and the Condominium Association Members are required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first Member signs a consent. Such action shall be approved when the Secretary receives a sufficient number of such consents dated within seventy (70) days of the record date for such action. If less than unanimous consent is obtained, the approval shall be effective ten (10) days after the Secretary gives written notice of the approval to all Members who did not sign a consent. Each signed consent shall be included in the minutes of meetings of Members filed in the permanent records of the Association.

2.13 Action By Written Ballot.

Any action that may be taken at any annual, regular or special meeting of Members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each Member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked. Approval by written ballot of an action shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of Members filed in the permanent records of the Association.

Article 3

Board of Directors: Number, Powers and Meetings

3.1 Governing Body: Composition.

A Board of Directors shall govern the affairs of the Association. Directors shall be natural persons who are twenty-one (21) years of age or older. Directors shall not be required to be Members.

3.2 Election of Officers and Directors.

Surrey shall have the right to appoint or remove any member or members of the Board of Directors (the "Board") or any officer or officers of the Association until such time as the first of the following events shall occur: (a) the expiration of ten (10) years after the date of the Road Declaration, or (b) the surrender by Surrey in writing of its authority to appoint and remove directors and officers of the Association. During the time when Surrey shall have the right to appoint or remove any member or members of the Board, the Board shall consist of three (3) directors. Following the period during which Surrey shall have the right to select directors and officers, as described above, the Association shall have five (5) directors. Two of the directors shall be selected by a majority vote of the Lot Owner Members, two other directors shall be selected by a majority vote of the Condominium Association Members, and the fifth director shall be selected by the other four (4) directors. If the total number of Condominium Association Members is two, then, in such event, each of the Condominium Association Members shall select one of the two directors to be selected by the Condominium Association Members. Each director shall serve a one (1) year term, but may be re-elected for any number of additional one (1) year terms. Following the period when Surrey shall have the right to select directors and officers, as described above, the Board of Directors of the Association shall elect the officers annually. Each officer shall be elected for a one (1) year term, and any officer may be re-elected for any number of additional one-year terms.

3.3 Nomination of Directors.

Elected directors may be nominated from the floor, if a meeting is held for the election of directors, and may also be nominated by a nominating committee, if established by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.4 Elections and Term of Office.

After Surrey's right to appoint directors and officers terminates, the Association shall call a special meeting (or take action under Section 2.12 or Section 2.13 hereof in lieu of a meeting) and the Members shall elect directors. The members of the Board of Directors shall hold office for one year and shall continue in office until their respective successors shall have been elected and take office. At annual meetings of the Membership thereafter (or pursuant to Section 2.12 or Section 2.13 in lieu of a meeting), directors shall be elected. The candidates receiving the most votes shall be elected, subject to Section 6 of the Road Declaration.

opportunity to be heard at the meeting.

3.6 Vacancies.

Vacancies in the Board of Directors caused by any reason, excluding the removal of a director by vote of the Association, shall be filled by a vote of the majority of the particular class of Members who elected the director being replaced. Each person so selected shall serve the unexpired portion of the removed director's term.

3.7 Organization Meetings.

The first meeting of a newly-elected Board of Directors shall be held within ten (10) days after the election at such time and place as the directors may conveniently assemble.

3.8 Regular Meetings.

Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the Board. Notice of the regular schedule shall constitute sufficient notice of such meetings.

3.9 Special Meetings.

Special meetings of the Board of Directors shall be held when requested by the President, Vice President or by any two directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery (including commercial delivery service) to such director's home or office; (b) written notice by first class mail, postage prepaid; or (c) by telephone communication (including facsimile), either directly to the director or to the director's home or office. All such notices shall be given or sent to the director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited with the U.S. Postal Service at least fourteen (14) days before the time set for the meeting. Notices given by personal delivery or telephone shall be given at least ten (10) days before the day set for the meeting.

3.10 Waiver of Notice.

The business transacted at any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an

approval of the minutes which is filed with the official records of the Association. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Quorum of Board of Directors.

At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors.

3.12 Compensation.

No director shall receive any compensation from the Association for acting as such.

3.13 Open Meetings.

All meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless expressly so authorized by the Board.

3.14 Executive Session.

The Board may adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.15 Action Without A Formal Meeting.

Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if written consents setting forth the action so taken shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the permanent records of the Association.

3.16 Telephonic Participation.

One or more directors may participate in and vote during any meeting of the Board by telephone conference call or any other means of communication by which all directors participating may simultaneously hear each other during the meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.17 Powers.

The Board of Directors shall be responsible for the affairs of the Association, shall have all of the powers and duties necessary for the administration of the Association's affairs, and shall have authority to do all acts and things as are not by law, the Road Declaration, the Articles of Incorporation, or these Bylaws directed to be done and exercised exclusively by the Members.

means and methods of collecting such assessments;

(c) providing for the operation, care, upkeep and maintenance of all areas that are the maintenance responsibility of the Association;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository that it shall approve, and using the proceeds to administer the Association;

(f) making and amending rules and regulations;

(g) opening bank accounts on behalf of the Association and designating the signatories required;

(h) enforcing by legal means the provisions of the Road Declaration, these Bylaws, and the rules and regulations adopted by the Board, and bringing any proceedings that may be instituted on behalf of or against the Members concerning the Association;

(i) obtaining and carrying insurance against casualties and liabilities and paying the premium costs thereof;

(j) keeping books, with detailed accounts of the receipts and expenditures of the Association and the actions thereof, and specifying the maintenance and repair expenses and any other expenses incurred; and

(k) authorizing contracts on behalf of the Association.

3.18 Management Agent.

The Board of Directors may employ for the Association a management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. Surrey or an affiliate of Surrey may be employed as managing agent or manager. The term of any management shall not exceed one year and shall be subject to termination by either party, without cause and without penalty, upon ninety (90) days' written notice.

3.19 Borrowing.

The Board of Directors shall have the power to borrow money without the approval of the Members of the Association; provided, however, that, except as otherwise provided in the Road Declaration, the Board shall obtain Membership approval in the event that the total amount of such outstanding borrowing (singly or in the aggregate) exceeds or would exceed ten (10%) percent of the annual budget of the Association.

Article 4

Officers

4.1 Officers.

The officers of the Association shall be President, Vice President, Secretary and Treasurer. The same person may hold any two or more offices, excepting the offices of President and Secretary.

4.2 Election, Term of Office and Vacancies.

Except during the period in which Surrey has the right to appoint the officers of the Association, as set forth in Section 6 of the Road Declaration, the officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following the election of directors. A vacancy in any office arising because of death, resignation, removal or otherwise shall be filled by the Board of Directors for the unexpired portion of the term.

4.3 Additional Officers and Agents.

The Board of Directors may appoint such other agents and officers, including, but not limited to, Vice Presidents, Assistant Secretaries and Assistant Treasurers, as it may deem necessary. Such officers and agents shall hold their respective offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

4.4 Salaries.

The officers shall receive no compensation.

4.5 Removal.

Except for officers appointed by Surrey, any officer may be removed, with or without cause, by the Board of Directors.

accordance with such policies as may be prescribed from time to time by the Board of Directors.

4.7 Vice President.

The Vice President(s), if any, shall act in the President's absence or disability and shall have all powers, duties and responsibilities provided herein for the President when so acting, and shall perform such other duties as shall from time to time be imposed upon any Vice President by the Board or delegated to a Vice President by the President.

4.8 Secretary.

The Secretary shall keep the minutes of all meetings of the Members and of the Board of Directors; notify the Members and directors of meetings as provided by these Bylaws and Georgia law; have custody of the seal of the Association; affix such seal to any instrument requiring the same; attest the signature or certify the incumbency or signature of any officer of the Association; and perform such other duties as the President or the Board of Directors may prescribe. The Secretary shall perform the duties of the Treasurer of the Association in the absence or disability of the Treasurer.

4.9 Treasurer.

The Treasurer shall keep, or cause to be kept, the financial books and records of the Association, and shall faithfully account for the Association's funds, financial assets, and other assets entrusted to the Treasurer's care and custody. The Treasurer shall make such reports as may be necessary to keep the President and the Board of Directors informed at all times as to the financial condition of the Association, and shall perform such other duties as the President or the Board of Directors may prescribe. The Treasurer shall maintain the money and other assets of the Association in the name of and to the credit of the Association in such depositories located within the State of Georgia as may be designated by the Board of Directors. The Treasurer may provide for the investment of the money and other assets of the Association consistent with the needs of the Association to disburse such money and assets in the course of the Association's business. The Treasurer shall perform the duties of the Secretary of the Association in the absence or disability of the Secretary.

4.10 Resignation.

Any officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of the receipt of such notice or at any later time

specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Article 5

Committees

Advisory committees to perform such tasks and to serve for such periods as may be designated by the Board are hereby authorized. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors. An advisory committee shall not be authorized to exercise any authority of the Board under the Articles of Incorporation, these Bylaws, the Road Declaration, or the Georgia Nonprofit Corporation Code.

Article 6

Insurance and Casualty Losses

6.1 Insurance Policies.

The Association shall obtain and maintain casualty insurance for all insurable improvements that the Association is obligated to maintain. Said insurance shall provide, at a minimum, fire and extended coverage and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Association shall obtain and maintain a public liability policy covering the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents, and, if available at reasonable cost, directors' and officers' liability insurance. Policies may contain a reasonable deductible as determined by the Board of Directors. All such insurance coverage shall be written in the name of the Association and shall be governed by the provisions hereinafter set forth:

- (a) All policies shall be written with a company authorized and licensed to do business in Georgia.
- (b) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board of Directors; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- (c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Members or their mortgagees, and the insurance carried by the Association shall be primary.

Indemnification

7.1 Definitions for Indemnification Article.

As used in this Article 7, the following terms shall have the following definitions:

“Corporation” (when spelled with an initial capital letter) includes any domestic or foreign predecessor entity of the “Corporation” (as defined in Article 1 of these Articles) in a merger or other transaction in which the predecessor’s existence ceased upon consummation of the transaction.

“Director” or “officer” means an individual who is or was a director or officer, respectively, of the Corporation, and an individual who, while a director or officer of the Corporation, is or was serving at the Corporation’s request as a director, officer, partner, trustee, employee or agent of another domestic or foreign Corporation, partnership, joint venture, trust, employee benefit plan or other entity. “Director” or “officer” includes, unless the context otherwise requires, the estate or personal representative of a director.

“Disinterested director” means a director who, at the time of a vote referred to in subsection (c) of Code Section 14-3-853, or a vote or selection referred to in subsection (b) or (c) of Code Section 14-3-855, is not: (A) a party to the proceeding; or (B) an individual having a familial, financial, professional or employment relationship with the director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert influence on the director’s judgment when voting on the decision being made.

“Expenses” includes all reasonable legal fees, at both the trial and appellate level, including paralegal fees and expenses of lawyers and paralegals.

“Liability” means the obligation to pay a judgment, settlement, penalty, fine or reasonable expenses incurred with respect to a proceeding.

“Official capacity” means (A) when used with respect to a director, the office of director in a Corporation; and (B) when used with respect to an officer, as contemplated in Code Section 14-3-857, the office in a Corporation held by the officer.

“Party” means an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

“Proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, and whether formal or informal.

7.2 Mandatory Indemnification Against Expenses.

The Corporation shall indemnify a director who is successful, on the merits or otherwise, in the defense of any proceeding to which the director is a party because the director was a director of the Corporation against reasonable expenses incurred by the director in connection with the proceeding.

7.3 Permissive Indemnification.

Except as otherwise provided in these Articles, the Corporation may indemnify an individual who is made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if:

He or she conducted himself or herself in good faith; and

He or she reasonably believed:

In the case of conduct in his or her official capacity, that his or her conduct was in the best interests of the Corporation;

In all other cases, that his or her conduct was at least not opposed to the best interests of the Corporation; and

In the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the director did not meet the standards of conduct set forth in this Article 7.

7.4 Determination and Authorization of Permitted Indemnification.

The Corporation may not indemnify a director under this Article 7 unless a determination has been made for a specific proceeding that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in this Article 7.

The determination required by this Article 7 shall be made:

If there are two (2) or more disinterested directors, by the Board of Directors by a majority vote of all the disinterested directors (a majority of whom shall for such purpose constitute a quorum), by a majority of the members of a committee of two (2) or more disinterested directors appointed by such vote, or by special legal counsel selected by such vote;
or

evaluation as to reasonableness of expenses shall be made by those entitled to select special legal counsel under this Article 7.

7.5 Advances for Expenses.

The Corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding because the director is a director if the director delivers to the Corporation:

A written affirmation of the director's good faith belief that the director has met the standard of relevant conduct described in Code Section 14-3-851 or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Incorporation as authorized by paragraph (4) of subsection (b) of Code Section 14-3-202; and

The director's written undertaking to repay any funds advanced if it is ultimately determined that the director is not entitled to indemnification under this Article. Said undertaking must be an unlimited general obligation of the director, but need not be secured and may be accepted without reference to financial ability to make repayment.

Authorizations under this subsection shall be made by the Board of Directors:

If there are two or more disinterested directors, by a majority vote of all the disinterested directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more disinterested directors appointed by such a vote; or

If there are fewer than two disinterested directors, by the vote necessary for action by the Board of Directors in accordance with subsection (c) of Code Section 14-3-824, in which authorization directors who do not qualify as disinterested directors may participate.

7.6 Indemnification of Officers, Employees and Agents.

The Corporation may indemnify and advance expenses to an officer of the Corporation who is a party to a proceeding because he or she is an officer of the Corporation:

To the same extent as a director; and

If he or she is not a director, to such further extent as may be provided by the Articles of Incorporation, these Bylaws, a resolution of the Board of Directors, or a contract, except for liability arising out of conduct that constitutes:

Appropriation, in violation of his or her duties, of any business opportunity of the Corporation;

Acts or omissions that involve intentional misconduct or a knowing violation of the law;

The types of liability set forth in Code Section 14-2-832; or

Receipt of an improper personal benefit.

These provisions shall apply to an officer who is also a director if the sole basis on which he or she is made a party to the proceeding is an act or omission solely as an officer.

An officer of the Corporation who is not a director is entitled to mandatory indemnification to the same extent as a director and may apply to a court under Code Section 14-3-854 for indemnification or advancement for expenses, in each case to the same extent to which a director may be entitled to indemnification or advancement for expenses under those provisions.

The Corporation may also indemnify and advance expenses to an employee or agent who is not a director to the same extent, consistent with public policy, that may be provided by the Articles of Incorporation, these Bylaws, general or specific action by the Board of Directors or contract.

7.7 Insurance.

The Corporation may purchase and maintain insurance on behalf of an individual who is a director, officer, employee or agent of the Corporation or who, while a director, officer, employee or agent of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee or agent of another domestic or foreign Corporation, partnership, joint venture, trust, employee benefit plan or other entity, against liability asserted against or incurred by him in that capacity or arising from his status as a director, officer, employee or agent, whether or not the Corporation would have power to indemnify or advance expenses to the individual against the same liability under this Article 7.

7.8 Expenses for Appearance as Witness.

Nothing contained in this Article 7 shall be deemed to limit the Corporation's power to pay or reimburse expenses incurred by a director or officer in connection with his appearance as a witness in a proceeding at a time when he has not been made a named defendant or respondent to the proceeding.

8.2 Parliamentary Rules.

Robert's Rules of Order (the then-current edition) shall govern the conduct of all Association proceedings, when not in conflict with Georgia law, the Articles of Incorporation, the Road Declaration or these Bylaws.

8.3 Conflicts.

If there are conflicts or inconsistencies between the provisions of Georgia law, the Articles of Incorporation, the Road Declaration and these Bylaws, the provisions of Georgia law, the Road Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.

8.4 Amendment.

These Bylaws may be amended by the Board of Directors with the consent of Surrey if such amendment is necessary to: (a) bring any provision hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination which shall be in conflict therewith; (b) enable any title insurance company to issue title insurance coverage with respect to the lots and condominium units subject to the Road Declaration; (c) required to enable an institutional or governmental lender or purchaser of mortgage loans, including, without limitation, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make or purchase mortgage loans on any lot or condominium unit that is subject to the Road Declaration; or (d) enable any governmental agency or private insurance company to insure or guarantee mortgage loans on any lot or condominium unit that is subject to the Road Declaration. In addition, these Bylaws may be amended upon an affirmative two-thirds (2/3) (or greater) vote of the Lot Owner Members plus the written consent of all the Condominium Association Members and the written consent of Surrey.

EXHIBIT "D"**FORM OF ADDENDUM TO THIS DECLARATION**

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

Re: Deed Book _____, Page _____

ADDENDUM TO ROAD MAINTENANCE DECLARATION

1. As of _____, 2002, **SURREY PROPERTIES LLC** ("Surrey"), a Georgia limited liability company, executed and delivered that certain Road Maintenance Declaration ("Road Declaration"), which is recorded at Deed Book _____, Page _____, Office of the Superior Court Clerk, Rabun County, Georgia, under the terms of which Surrey agreed to create a nonprofit association called "LongView Road Association, Inc." for the purpose of maintaining, repairing and improving certain roads described therein. Section 4 of the Road Declaration provides that Surrey shall have the right to add additional parties to the Road Declaration by having said additional parties and Surrey execute and deliver an addendum to the Road Declaration. This Addendum is being executed and delivered pursuant to said Section 4 for the purpose of making the undersigned party, identified on the execution page of this Addendum as the "Added Party," a party to the Road Declaration and a Member of the Association.

2. The Added Party hereby becomes a party to the Road Declaration and a Member of the Association, with the same force and effect as if the Added Party had executed and delivered the Road Declaration; provided, however, that the rights, duties, obligations and liabilities of the Added Party with respect to the Road Declaration shall commence on the effective date of this Addendum.

3. Surrey hereby accepts the Added Party as a party to the Road Declaration and as a Member of the Association, effective as of the effective date of this Addendum.

4. Added Party is the owner of that certain property (the "Added Property") described on **Exhibit "A"** attached hereto and made a part hereof. The Added Property is hereby added as one or more Homesites, as applicable, for all purposes under the Road Declaration, with the same force and effect as if the Added Property had been a part of **Exhibit "A"** to the Road Declaration at the time the Road Declaration was executed and delivered; provided, however, that the rights, duties, obligations and liabilities of the Added Property with respect to the Road Declaration shall commence on the effective date of this Addendum.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

M.E. Ellinger, Jr., General Manager

(SEAL)

Notary Public

[NOTARY STAMP]

[NOTARY SEAL]

Signed, sealed and delivered in the
presence of:

ADDED PARTY:

Unofficial Witness

(SEAL)

Notary Public

[NOTARY STAMP]

[NOTARY SEAL]

EXHIBIT "A"

DESCRIPTION OF ADDED PROPERTY