

members as herein provided, the owner or owners of each lot shall then be entitled to only one vote per lot.

Section 1. Creation of the Lien and Personal Obligation of Assessment. The undersigned, for each lot owned within the properties, hereby covenants, and each Owner of any lot, whether an individual Owner or a Builder if Declarant sells the lot to a Builder, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments; together with interest, costs and reasonable attorney's fees. Said total amount shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessment levied by the Association shall be used exclusively to maintain and improve the entrance to said subdivision and to pay for the street lighting within said subdivision.

Section 3. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the lights or the entrance way, including fixtures and personal property, related thereto, provided that

any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Membership and Voting Rights. Written notice of any meeting called for the purpose of taking any action shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, which shall be in the sole discretion of Declarant, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be held more than twenty (20) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, semi-annual or annual basis, at the discretion of the Association.

Section 6. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein shall commence upon purchase of lot(s). The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the abandonment of this lot.

Section 8. Transfer of Association to Members and Establishment of Board of Directors. Declarant, in its sole discretion, shall transfer its interest in the Association to a Board of Directors for the Owner/Members to operate. Declarant shall select three Owners as the initial temporary Board of Directors. The new temporary board will then call a meeting and establish a permanent Board of Directors on such terms and conditions as it deems appropriate for the subdivision. Declarant may, but is not required to, act in an advisory capacity at this or any subsequent meeting. If any funds are remaining in the treasury established by Declarant, then Declarant will transfer these funds to the Association to be used as provided herein. Declarant shall be under no obligation to provide an accounting of the use of previously collected funds and shall not be responsible in any manner whatsoever. Any Owner, by acceptance of the deed to the property, hereby agrees to hold harmless the Declarant.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall

not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No subsequent sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding or law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded. This declaration may be amended during the first twenty (20) year period by the Declarant, its successors, and assigns. Any amendment must be recorded in the office of the Clerk of the Superior Court of Laurens County, Georgia.

Section 3. Utilities Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, his heirs, successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 4. Option to Submit Additional Property. Declarant hereby reserves unto itself the option, to be exercised at its sole discretion, to submit additional property contiguous to the Properties which additional property shall be future phases of Long Pines to the provision of this Declaration and thereby cause said property to be and become a part of Long Pines. The

reservation of this right includes the right to submit property contiguous to the Properties and contiguous to those additional phases for the purpose of constructing additional phases of Long Pines over a period of twenty (20) years. This option may be exercised by the Declarant only upon the execution by it of amendments detailing the property to be annexed to this Declaration which shall be filed for record in the Office of the Clerk of the Superior Court of Laurens County, Georgia, with all annexations to the subdivision to occur not later than twenty (20) years from the date hereof. Each amendment shall expressly submit the property constituting the additional phase of Long Pines to all the provisions of this Declaration as they may be amended. Upon the exercise, if any, of this option, the provisions of this declaration shall then be understood and construed as embracing the Properties and the property submitted together with all improvements then constructed thereon. Should this option not be exercised within the terms specified, it shall in all respects expire and be of no further force or effect. In such event, the Declaration shall not be obligated to impose on any additional properties of the Declarant, any covenants, conditions, or restrictions or as similar to those contained herein, unless Declarant exercises its option to submit such additional property to the provisions hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set
his hand and seal this 24 day of September, 2007.

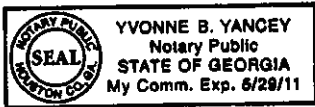
Signed, sealed and delivered
in the presence of:

Jessica Clark
Unofficial Witness

Yvonne B. Yancey
Notary Public, State of Georgia
My Commission Expires:

FORTY ONE SOUTH, LLC
A-Georgia limited liability company

BY: Robert J. Collins (Seal)
ROBERT J. COLLINS, member



**LIENHOLDER'S CONSENT AND RATIFICATION
OF RESTRICTIVE COVENANTS**

STATE OF GEORGIA)
HOUSTON COUNTY)

Piedmont Community Bank, holder of that certain Deed to Secure Debt from Forty One South, LLC in the favor of Piedmont Community Bank dated 09/01/2006, recorded in Deed Book 1816, Page 271, Laurens County, Georgia Deed Records hereby consents to the Declaration of Restrictive Covenants on all lots in Long Pines subdivision as recorded in Plat Book 9, Pages 292 - 293, Clerk's Office, Laurens County, Georgia, deed records, which is incorporated herein by reference thereto for all purposes.

DATED this 24 day of Sept., 2007.

PIEDMONT COMMUNITY BANK

By: Thomas A. Aring
Authorized Officer SVA

Signed, sealed and delivered
in the presence of:

Abraham Brown
Unofficial Witness

Teresa Milton
Notary Public, State of Georgia
My Commission Expires: 08-17-2008
