

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

**OF
LONGBROOKE SUBDIVISION**

TRUE CERTIFIED COPY
FILED, RECORDED, INDEXED
06/29/2005 01:27PM
Rec Fee: 24.00 St Fees: 0.00
Co Fee: 0.00 Pages: 18
Register of Deeds
LANCASTER COUNTY, SC

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LONGBROOKE SUBDIVISION and LONGBROOKE HOME OWNERS ASSOCIATION, INC., hereinafter referred to as "Declaration" is made this 28TH day of June, 2005 by LONGBROOKE, LLC, a South Carolina limited liability company, hereinafter referred to as "Declarant", and shall be binding upon any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Lancaster County, South Carolina known as LONGBROOKE SUBDIVISION, which is more particularly described as the "Property" in Article I hereinbelow; and

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to ~~restrict~~ the use and occupancy of the Property made subject to this Declaration for the benefit of the present and the future owners thereof; and

WHEREAS, Declarant intends to subject to this Declaration additional portions of LONGBROOKE SUBDIVISION for the purpose of extending the general scheme of development to such additional Property and accordingly declares that LONGBROOKE SUBDIVISION may be expanded to include additional property; and

WHEREAS, Declarant desires to provide for the preservation of the values of LONGBROOKE SUBDIVISION as expanded hereby and hereinafter made subject to this Declaration and for the preservation and maintenance of the Common Property established by the Declaration and by the supplements hereto.

NOW, THEREFORE, in accordance with the above recitals by which are made a substantive part hereof, Declarant declares that all of the property described on said recorded plat(s) and all of the property hereinafter made subject to this Declaration by recorded supplements hereto referencing subsequently recorded plats, including, but not limited to, the property described in Exhibit "A", shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of LONGBROOKE SUBDIVISION as it now exists and is hereafter expanded and that such easements, restrictions, covenants, and conditions shall burden and run with said real Property and the heirs, successors and assigns having any right, title, or interest in the Properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real Property that is subjected to this Declaration.

ARTICLE I

DEFINITIONS

"Association" shall mean and refer to **Longbrooke Homeowners Association, Inc.**, a not-for-profit South Carolina corporation, its successors and assigns.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided however, the Declarant shall not be deemed an Owner.

"Property" shall mean and refer to that certain property shown on plat(s) recorded in Plat Book /Cabinet(s) and Page/File# : 2005/334 in the Office of the Register of Deeds for Lancaster County, South Carolina, as further described in Exhibit "A" hereto, and any additional property which Declarant may make a part of this Subdivision, as provided for in the Declaration of Restrictive Covenants of **Longbrooke Subdivision**, recorded separately. The terms "Property," "Subdivision", and "**Longbrooke**" are interchangeable.

"Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of this Subdivision.

" Dwelling Unit " shall mean and refer to the completed single family home located upon a Lot.

"Declarant" shall mean **Longbrooke, LLC**, a South Carolina corporation and its successors and assigns if such successors and assigns acquire two or more undeveloped Lots from the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns.

"Common Property" shall mean all property owned by the Association for the common use and enjoyment of all or a designated class of members. Common Property includes without limitation all existing and future roads and rights-of-way and all greenways, median strips, cul-de-sac centers, planting areas, fountains, decorative street lighting, and common areas and facilities, open space, and security gates if approved by the Declarant or Association and easements that are developed on the Common Property (it being understood that this enumeration is by way of description of the type of facilities that may be developed and in no way shall bind or obligate the Declarant to provide any of the described facilities) and all entry way, directional, and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Declarant, the Owners, and any member in the Association, including without limitation such Common Property as may be shown on the recorded plat(s) of the Property. Except by the Declarant, the Common Property shall not be used for public commercial purposes, but may be used for enjoyment of the Association's members for fund-raising activities to support the purposes of the Association.

"Committee" shall mean the Architectural Review Committee established by the Declarant for the purpose of administering control over architectural, landscaping, and related matters, as provided in article V of this Declaration.

ARTICLE II

RIGHTS AND DUTIES OF THE ASSOCIATION, PROPERTY OWNER ASSESSMENTS, ASSOCIATION AND DECLARANT EASEMENTS

Section 1. Owner's Easements of Enjoyment. The Declarant and, to the extent provided by this Declaration every Owner, shall have a non-exclusive right and easement of ingress, egress, over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to Lot(s) owned or dwelling units(s) owned by the owner for himself, herself, his or her family, agents, licensees and invitees, and for his or her and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration. Every Owner, and the members of such Owner's family who reside with such Owner or are overnight guest of such Owner, shall have the right to use any recreational areas within the Common Property, subject however to such Owner paying when due the dues and assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of any recreational areas and the Common Property. Non-Owners shall only be entitled to use any recreational areas on such terms and conditions as the Association may select. The Association may, except as otherwise prohibited by law, impose fines and suspend voting rights and privileges of any member for any period during which any assessment remains unpaid, or as a result of any infraction or violation of the Declaration or any Association Rules and Regulations and for which reasonable notice and opportunity to cure such violation or infraction has been provided.

Section 2. Annual Assessments.

(a) The Association shall have the duty to repair, replace, and maintain Common Property and improvements located thereon, and shall have the right, from time to time, to establish a reasonable assessment, which assessment shall be paid by each owner in such periodic installments as the Association may determine, to be used to pay: (1) the operating and administrative expenses of the Association, including management fees and expenses paid by the Association to a manager or management company for the purpose of administering the Association and performance of duties and responsibilities of the Association as may be required or inferred from this Declaration; (2) the costs of maintenance, upkeep, replacement and repair of all areas used in common with other Owners, and improvements located thereon; and all streets, roads, road rights-of-way, and other Common Property; and (3) other expenses necessary or useful to maintain and operate the Association and the Common Property (including, without limitation, procuring, maintaining and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association). It is understood (by way of example and without limitation) that the assessment funds shall be used for such matters concerning Common Property as the following: maintenance, repair and replacement of improvements on the Common Property, the seeding and re-seeding of road rights-of-way and Common Property, erosion control, repairing of road shoulders, surfacing, patching and resurfacing of road pavement, placement of gravel, planting and maintenance of shrubs, trees and seasonal flowers, maintenance and operation (including the cost, of utilities) for

decorative gas lanterns and/or any other street lights along the streets and entrance ways as well as decorative water fountains on the Common Property.

(b) The annual assessments may also be used by the Association for the purpose of adding facilities or improvements to the Common Property as deemed necessary or desirable by the Association.

(c) The initial annual assessment, for calendar years 2005 and 2006, payable by each Owner shall be \$795.00 per Lot per year. The annual assessment shall be due and payable on January 31 of each year. Homeowners due will be prorated at closing. Annual assessments are applicable on each individual Lot regardless of whether two or more Lots are combined to form one.

(d) The annual assessment may be increased or decreased by the Board of Directors of the Association without a vote of the membership to an amount not more than ten percent (10%) in excess of the annual assessment for the previous year. A majority vote of each class of voting members of the Association must approve an increase or decrease of the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than ten percent (10%).

(e) Annually the Board of Directors of the Association shall determine and shall give written notice to each Owner of the annual assessment affixed against each Lot for the succeeding calendar year.

Section 3. Special Assessments.

In addition to the assessments specified hereinabove, the Association may levy special assessments for the purpose of supplementing the annual assessments if the same are inadequate to pay the reasonable maintenance and capital expenses, and any such assessments shall have the assent of a majority of each class of the voting members of the Association at a duly called meeting.

Section 4. Removal of Obstructions, Signs and Unsightly Growth, Debris and Materials.

(a) If the Declarant or Association elects, now or in the future, to transfer maintenance and ownership responsibilities of the Property's roads and road rights-of-way to Lancaster County (or other state, county, or governmental agency), the Association may remove any obstructions of any nature or kind located within road rights of-way or other Common Property (including but not limited to security gates, decorative monuments or signs, trees, shrubs and mailboxes), which, in the opinion of the Association, either might produce a hazard or might interfere with the ability or willingness of the governmental entity to take over the responsibility for maintenance of the roads.

(b) Unless approved in advance by the Association, the Association shall have the right, in its sole discretion, to charge back the actual cost of removing vegetation, debris, or obstructions, against any Owner who directly, or through his or her agents, contractors or invitees, has caused or permitted such objects or things to be in a road right-of-way, on Common Property, or within a drainage easement, creek bed, or stream (whether such drainage easement, creek, or stream be on Common Property or an individually owned Lot). Additionally, unless approved in advance by the Association, no Owner of a Lot shall change, or cause to change by intentional or deliberate act, the natural path of a free flowing creek or stream on such Owner's Lot, the Association shall have the right, in its sole discretion, to charge back the actual costs. In such cases, the Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or

resulting from the placement of the obstruction in the road rights-of-way or other Common Property. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against his or her Lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said Lot.

(c) If the Association, in its sole discretion, determines that any Lot has become unsightly due to grass or weeds that have not been mowed, or due to debris of any nature having accumulated on the Lot, or that there is an unapproved installation of any sign, the Association, its agents or assigns shall have the right from time to time to enter the said Lot without any liability for damage, for wrongful entry, trespass, or otherwise to any person for the purpose of mowing the grass, removing the unapproved sign or removing the debris. At least ten (10) days prior to entering a Lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such Lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such Lot showing the location of planted trees to be avoided. The Association shall have the right, in its sole discretion, to charge back the actual cost of mowing the grass or removing debris against the Owner. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, the Association shall have a lien against his or her Lot and may enforce collection of the charge or liability thereon, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same by law so that such charge or liability becomes a charge against the said Lot.

Section 5. Duty to Make Repairs.

(a) The obligation for repairs, maintenance and improvements, to Common Property, or roads (until or unless accepted for maintenance by a governmental authority), shall be the responsibility of the Association, with the Owner of each Lot, except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each Lot.

(b) The decision to expend Association funds to repair and maintain the roads, road rights-of-way or other Common Property shall be made by a majority of the Board of Directors of the Association. By such vote, the Board may delegate such authority to any committee of the Board. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his or her Lot.

(c) Notwithstanding the foregoing, each Owner of a Lot shall be solely responsible for any repairs to the a road right-of-way or other Common Property caused by the negligent act or acts of said Owner, his or her invitees, agents, licensees, or guests. For purposes herein, it shall be a negligent act for any building material to be unloaded on any right-of-way.

Section 6. Easement for Utilities and Maintenance.

The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and reasonable easement and right of ingress and egress, over, upon, across and under the setback areas, landscape buffers, and easement areas on each Lot as may be shown or designated on recorded maps of Longbrooke Subdivision and/or as set forth herein, and over, upon, across and under the Common Property for maintenance and/or the erection, maintenance, installation and use of electrical and telephone wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities, including an easement for privately owned television and other communications cable and equipment, and for maintenance of creeks and detention ponds and the installation and maintenance of pumps, fountains or other equipment related to said maintenance. Declarant may further cut drainways for surface water when such action may appear to the Declarant to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of soil, or to take any other similar action reasonably necessary to provide economical and safe utility or other installations and to maintain reasonable standards of health, safety and appearance. Declarant further reserves the right to locate wells, pumping stations and tanks on Common Property, or to locate same upon any Lot with permission of the Owners of the Lots immediately adjacent to such Lot. It shall not be necessary to obtain the consent of Owners of Lots adjoining any existing utilities or pump stations. Such rights may be exercised by the licensee of the Declarant, but this reservation shall not be considered an obligation of the Declarant to provide or maintain any such utility service. No structures or other items, including walls, fences, paving or planting shall be erected upon any part of the Property which will interfere with the rights of ingress and egress provided for in this paragraph. Specifically, no Owner shall erect any structure, including without limitations, walls, fences or paving or within any areas designated on the Plat of the Longbrooke Subdivision as a "Drainage Easement," "Utility Easement," "Buffer," "Maintenance Easement," or the like, nor shall any Owner change the grade of any such easement area, provided however, that driveways may cross utility and drainage easements at the front of the Lots subject to prior approval of Declarant and that any planting in easement areas shall not interfere with the applicable easement and shall be limited to grassing and small shrubbery. Each Owner shall keep creeks, drainage ditches, and swales located on such Owner's Lot free and unobstructed and in good repair and shall provide for the installation of culverts as may be reasonably required for proper drainage. Declarant may, at its sole option, convey any such drainage easements to an appropriate governmental entity. The easements referred to in this paragraph are without limitation, those shown upon the recorded plat(s) of the Property and Longbrooke Subdivision; as set forth in easements of record; upon the plans of the subdivision; or which are located on, over or under the ground.

In addition to the foregoing rights reserved to Declarant, and not in limitation thereof, Declarant further reserves unto itself, its successors and assigns, a perpetual, alienable commercial easement and right of ingress and egress over, upon, across and under the Common Property and all streets and roads within the Subdivision for the purpose of providing drainage and utility installation, construction, reconstruction, and maintenance to adjacent property now or hereafter owned by Declarant and for the installation and maintenance of any pipes, drainways or other installations necessary for the foregoing, and further for the installation, maintenance, repair, replacement and operation of water lines and other utilities which serve or shall serve property presently owned by Declarant. Declarant, its agents, contractors, servants, employees and assignees may enter upon the easement areas for the purpose of

installing additional utilities and drainage facilities. Declarant further reserves unto itself, its successors and assigns, a perpetual, alienable easement and right-of-way over, under and across those areas designated as "Drainage Easement" (or similar designation) on the plat of the Property and Longbrooke Subdivision referred to in Exhibit "A" hereto for the purpose of providing drainage of the Property and lands now or hereafter adjacent to the Property or in the vicinity thereof (whether or not a part of the Property) and for the installation, repair and maintenance of pipes and other facilities necessary for such drainage. Declarant, its agents, contractors, servants, employees and assignees may enter upon any of the easement areas so designated on the recorded plat of the Subdivision for the purpose of maintaining, repairing, replacing and operating any of the drainage facilities located therein or the access thereto. No Owner shall erect any structure or fence within such easement areas without prior written consent of Declarant. Declarant, its agents, employees and assignees shall have no liability for damage which may occur to any structures, plants, trees or other items which may be located in such utility and drainage easements, and Declarant shall have no obligation to replace any such structures or plantings which may be removed or damaged due to maintenance, repair or other work performed in such easement areas. Declarant further specifically reserves unto itself, its successors and assigns, perpetual, alienable, commercial easements over and under all Lots along an area ten (10) feet in width inside each side boundary line of each Lot and twelve (12) feet in width along the front and rear of each Lot for the purpose of installation, construction, maintenance, repair, replacement use and operation of utilities and utility systems of all kinds (including but not limited to water, sewer, electric and natural gas), drainage (including but not limited to storm water and surface drainage) and access. These easements shall be in addition to, and not in limitation of, any and all other easements reserved unto the Declarant herein. Declarant further reserves as easement of ingress and egress over and across all streets and roads of the Subdivision for which such easements are and shall be for the purpose of ingress and egress to any property now owned or hereafter acquired by Declarant, its successors and assigns, whether or not such property is made a part of the Subdivision and whether or not such property adjoins the Subdivision.

Section 7. Maintenance Easement.

Subject to the other terms of this Declaration, there is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns an alienable, transferable and perpetual right and easement to enter upon any unimproved portions of any Lot for the purpose of landscaping, mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing rubbish and trash, so as to maintain reasonable standards of health, fire safety and appearance within the Subdivision; provided that such easements shall not impose any duty or obligation upon the Declarant or the Association to perform any such actions. Furthermore, there is hereby reserved for the benefit of the Declarant, the Association and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement, but not the obligation, to maintain and/or repair the outer portions of any building or landscaping on a Lot (including berms and creek beds), if the Owner shall fail to maintain such structures, landscaping, or areas in keeping with the standards of the Subdivision and as required by the provisions of this Declaration. The cost of such maintenance and/or repair shall constitute a special Assessment against the Lot on which the building is located and the Owner of said Lot as provided in Article VII, Section 3 herein.

Section 8. Road Construction and Temporary Easements Affecting Lots.

Declarant reserves a temporary construction easement of fifty (50) feet in width along both sides and running parallel to the right-of-way of streets and roads, which easements shall expire eighteen (18)

months after the particular road construction commences. Additionally, as Declarant deems either necessary or as a matter of convenience in connection with construction and grading of roads, streets, and Lots, and the installation of infrastructure for the Lots and Subdivision, Declarant reserves a temporary easement upon any Lot, and/or any portion thereof, as to all activities and types of easements mentioned or referenced in Sections 6 and 7 above, including but not limited to, the grading of soil, cutting of trees and/or underbrush, and the erection, maintenance, installation and use of utilities or other infrastructure to serve the Subdivision or any Lot located within; which temporary easements as reserved by Declarant pursuant to this paragraph shall expire as to any certain Lot eighteen (18) months after recording of that certain Subdivision plat first showing such Lot in the Register of Deeds for Lancaster County, South Carolina.

Section 9. Late Charges and Interest on Unpaid Assessments.

Any assessment not paid within thirty (30) days after the due date shall be subject to late charges and shall bear interest at a rate per annum as shall be determined by the Board of Directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$25.00 and shall be charged as to any assessment that is not paid within thirty (30) days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is thirty (30) days after the due date. The Board of Directors may change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the Directors.

Section 10. Lien for Unpaid Assessments.

(a) In the event the Owner of any Lot fails and refuses, after demand by the Association, to pay any annual or special assessment, the Association shall have a lien against said Lot and may enforce collections of said assessment in law or in equity. The Association may enforce assessment obligations as permitted by law by filing and foreclosing a claim of lien in accordance with procedures set forth by the laws of the State of South Carolina, and/or by bringing an action at law against the Owner personally obligated to pay the assessment and/or foreclose the lien against his or her Lot to collect said assessment. Interest, late charges and reasonable attorney fees and costs of such action or foreclosure shall be added to the amount of such assessment. Each Owner by his acceptance of a deed to a Lot, expressly grants to and vests in the Association or its agents the right and power to bring such action or foreclosure. The Association, acting on behalf of the Owners, shall have the power to bid on any Lot in a foreclosure sale and to acquire and hold, lease, mortgage and convey the same. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENT PROVIDED FOR HEREIN BY NON-USE OF THE COMMON PROPERTY OR ABANDONMENT OF HIS OR HER LOT.

(a) To secure the payment of the annual and special assessments as are levied by the Association, together with the cost of collection including attorney fees, all such charges shall be a continuing lien upon the Lot against which the assessments are made. Such charges shall also be the personal obligation of the person(s) who were the Owner or Owners of such Lot at the time the assessment came due. Their personal obligation shall remain a lien upon the Lot on transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

Section 11. Administrative Proceedings.

(1) Association administrative proceedings including Hearings regarding Fines and Suspension of Services. The Association may conduct any administrative proceedings permitted or provided for under the Declaration, or as otherwise provided by law, including without limitation, the right of the Association, after notice and an opportunity to be heard, to (1) impose reasonable fines for violations of the Declarations, Bylaws, rules and regulations of the Association, or (2) to suspend privileges or services provided by the Association (except right of access to lots) for reasonable periods for violations of the Declaration, Bylaws, and rules and regulations of the Association, or (2) to suspend privileges or services provided by the Association (except rights of access to Lots) for reasonable period for violations of the Declarations, Bylaws, and rules and regulations of the Association or during any period that assessments or other amounts due and owing to the Association remain unpaid for a period of thirty (30) days or longer. Prior to pursuing the imposition of a fine or the suspension of privileges or services as provided herein, the offending Owner will be notified and given ten (10) days in which to cure his or her violation or nonpayment. In the event the violation or nonpayment is not cured within this ten (10) day period, a hearing shall be held before an adjudicatory panel appointed by the Board of Directors to determine if the offending Owner should be fined or if privileges or services should be suspended. If the Board fails to appoint an adjudicatory panel to hear such matters, hearings shall be held before the Board. The offending Owner charged shall be given notice of the charge, an opportunity to be heard and to present evidence and notice of the decision. If it is decided that a fine should be imposed, a fine not to exceed one hundred fifty dollars (\$150.00) may be imposed, for the violation and without further hearing, for each day after the decision that the violation occurs; provided, however, that fines imposed shall be subject to the following minimums:

- (i) The fine for the first violation or the first day of any continuing or repetitive violation shall not be less that \$25.00.
- (ii) The fine for the second violation or the second day of any continuing or repetitive violation shall not be less that \$50.00.
- (iii) The fine for the third violation or the third day and subsequent days of any continuing or repetitive violation shall not be less than \$1000.00

Fines imposed shall be assessments secured by liens pursuant to the provisions of this Declaration. If it is decided that a suspension of privileges or services should be imposed, the suspension may be continued without further hearing until the delinquency is paid if imposed or until one violation is cured or sixty (60) days, which ever is longer.

(2) Association Collections. The Association may institute actions or proceedings permitted by law to collect any sums due and owing to it.

(3) Abatement Violations. In the event of any violation of the Declaration, Bylaws or rules and regulations of the Association, the Association, or its designated agents, may upon reasonable notice to the Owner (or without notice if the violation creates an immediate threat to health, safety, or welfare of any resident of the Property) enter upon the Lot where such violation exists, and abate or remove the same at the expense of the Owner; provided, however, that the

Association shall then, at the expense of the Owner, make the necessary repairs or construction to ensure that the property and improvements where such violation occurred are restored to the same conditions in which they existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. Any amounts expended by the Association in so removing or abating any such violation and in restoring or repairing said property shall immediately be deemed a Special Individual Assessment levied by the Association against such violating owner and such Owners Lot shall become a personal obligation of such Owner and shall become a lien upon such Lot. Notwithstanding the foregoing, the Association shall not have the right to exercise the foregoing powers without an order from an arbitrator or a court of competent jurisdiction if the abatement sought by the Association involves the alteration or demolition of any improvements within the property.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS

Section 1. Membership. Every Owner of a Lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to each Lot and may not be assigned. If and when Declarant develops additional sections or Lots in the Subdivision, the Owners of those Lots shall be members of the Association. The Declarant shall also be a member so long as it owns property within this expandable Subdivision.

Section 2. Class Membership Voting. The Association shall have two (2) classes of membership:

Class A

Class A members shall be all Lot Owners with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one (1) person owns an interest in a Lot, all such persons shall be members; but the vote for such Lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one vote be cast with respect to any Lot.

Class B

(a) Class B members shall be entitled to vote ten (10) votes for each Lot owned. Class B membership shall consist of the Declarant, or its successors or assigns, until the happening of one of the following events, whichever occurs earlier:

1. The earlier of four months after ninety-five percent (95%) of all Lots in the Subdivision are sold, as well as all adjacent undeveloped acreage sold and conveyed by the Declarant to unrelated third parties; or

2. Ten (10) years from date of recordation of this Declaration; or

3. At such time as Declarant voluntarily relinquishes majority control of the Association by duly recorded instrument.

(b) Upon the happening of the earlier of one of the three above-described events, Class B membership shall cease and terminate and shall be converted to Class A membership.

Section 3. Board of Directors. There shall be three (3) members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The directors shall have annual meetings and other such meetings as may be called at the request of the President of the Association or by any two (2) Directors. So long as the Declarant, or its successors and assigns, is the Class B member, it shall select the Board.

Section 4. Suspension of Voting Rights. The Association shall have the right to:

- (a) Suspend the voting rights (if any) of an Owner for any period during which assessment on his or her Lot remains unpaid and enforce collection of the same; and
- (b) Suspend the voting rights (if any) of each Owner who is a contract buyer for any period of time during which payments to the Declarant pursuant to terms of said contract are delinquent, during which period of time the Declarant shall succeed to the voting rights of said contract buyer.

Section 5. Additional Sections. The Declarant reserves the right (but is not obligated) to develop or to allow to be developed one or more additional Sections of **LONGBROOKE SUBDIVISION** and incorporate the same within the provisions of this Declaration.

ARTICLE IV

CONVEYANCE OF COMMON PROPERTY

Within ten (10) years from the date of recording of this Declaration, Declarant will convey by deed its right, title, and interest in and over the road rights-of-way and any other Common Property within the Subdivision to the Association.

ARCHITECTURAL CONTROL

(a) In order to control the design and location of the houses, the initial landscaping plan, and other improvements to be constructed, erected, placed or installed (hereinafter "Improvements") upon the Lots in the Subdivision, the Declarant hereby creates an Architectural Review Committee (hereinafter "Committee") for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such improvements (regardless of when such improvements are made), and the landscaping of each lot in connection with construction and initial occupancy of the home. The

Committee shall have the discretion in its review rights for approval or disapproval of plans to require that the exterior appearance of improvements and dwellings conform to a particular style or design theme, i.e. "Old World European" or similar, which preferred style or design may then be promulgated by the Committee as a standard for building within the Subdivision. Improvements shall also include any drainage culverts or driveway headwalls visible from any street, road, or Common Property of the Association. This Committee is also created for the purpose of reviewing, approving, suggesting changes to, and rejecting swimming pools, out-buildings, driveways, enclosures for satellite dishes, and mailbox design. With respect to drainage culverts or driveway headwalls visible from any street, road, or Common Property, or as to mailboxes installed along the streets or roads, either Declarant or the Committee may require that a particular design, color, and/or materials of construction be used to the exclusion of other designs or materials. The Committee will be responsible for the control of size, color, materials, and content of rental and sales signs in this Subdivision, and for the approval or disapproval of boats, boat trailers, travel or other types of trailers, motor homes, tractor trailer trucks, or any other such vehicle, that are kept or maintained or located upon any Lot unless located with enclosed garages. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this Subdivision.

(b) The Committee shall consist of three (3) persons designated or appointed from time to time by the Declarant, its successors or assigns. After ninety-five percent (95%) of the Lots in the Subdivision are sold by the Declarant, its successors or assigns, or upon the earlier of the Class B membership rights ceasing to exist pursuant to Article III, Section 2, said Committee shall be elected by a majority vote of the Board of Directors; provided, however, Declarant, its successors or assigns, shall be entitled to at least one Committee member until all of its lots in this Subdivision have been sold.

(c) Except within the building site (unless within 20' of the main dwelling), no trees of any kind in excess of 6 inches in diameter at ground level may be removed from any Lot without prior approval of the Committee. No building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any Lot or combination of contiguous Lots shall be commenced until both a tree survey (identifying trees to be cut and trees to be saved) and the complete construction plans for proposed structures and improvements on the Lot (hereinafter "Plans") are approved in writing by the Committee or its designated agents.

(d) The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.) proposed building plans and specifications, exterior color, finish, and materials. The areas over which the approval shall be required shall include but shall not be limited to the size and plan of the principal residential structure and all accessory buildings, structures and Improvements on the Lot, the size and plan of the garage or carport, location and manner of construction of each driveway, swimming pool, utility building, patio, tennis court, and other improvements for athletic, recreational, or gymnastic purposes, and all other exterior Improvements, the composition and color of raw and finished materials used on the exterior of all structures, and the location any type of any landscaping, shrubbery, and other plantings. A plan review fee must accompany two sets of plans when they are submitted for review. The initial plan review fee, for calendar years 2005 and 2006, payable by each Owner at the time plans are submitted for review, shall be \$500.00. Before any clearing or grading whatsoever begins, a \$750.00 refundable road bond is required or when house plans are submitted. These fees may be adjusted from time to time by the Committee, as the Committee in its sole discretion shall determine. This bond is intended to insure the Home Owners Association from unnecessary road repairs caused by careless contractors.

The Committee or its designated agents shall have thirty (30) days after physical receipt of the Plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said thirty (30) days, the Plans shall be deemed to be approved as submitted. After the Plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration and, in this regard, each Owner shall provide the Committee with the foundation survey as soon as it is made. The Committee shall have the right to waive setback violations when the remedial costs of correcting such violation, in the Committee's opinion, would impose undue hardship upon the violator. The Committee will publish construction guidelines and requirements which may be amended from time to time.

(f) The actual construction shall be the responsibility of the Owner of the Lot and his builder. Any permission granted for construction under this covenant and any designation of approved licensed contractors shall not constitute or be construed as an approval, warranty or guaranty, expressed or implied, by the Declarant of the Committee or its designated agent of the structural stability, design or quality of any building or other improvement or of the contractor who constructs such buildings or other improvements.

ARTICLE VI

GENERAL USE RESTRICTIONS

Section 1. Applicability of Declaration to Property. Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property, that the Property shown on the recorded plat(s) herein referred to, and all Property presently owned as part of **Longbrooke Subdivision**, which plat(s) are to be recorded, and all Property which may be acquired in the future to be made a part of **Longbrooke Subdivision**, is made subject to the Declaration of Restrictive Covenants of **Longbrooke Subdivision** as may be amended or modified (hereinafter referred to as "Restrictions") which Restrictions shall be recorded separately and shall refer to this Declaration and incorporate it by reference.

Section 2. Land Use and Building Type. All Lots and parcels of land within the Property shall be single-family residential Lots except as otherwise identified on a recorded plat or survey of the Property. No structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one detached single family dwelling, not to exceed two and one-half (2 ½) stories in height as viewed from the street, and a private garage, and a maximum of one (1) outbuilding or accessory structure incidental to residential use of the Lot. All structures built on a Lot shall be constructed with exterior facings of brick, stucco, or stone constituting not less than 75% of the total exterior wall surfaces for said structure.

Section 3. Dwelling Size. The minimal heated square footage of a dwelling may not be less than 3,000 square feet.

Section 4. Accessory Structures. No metal, aluminum, wood, or vinyl siding out-building or accessory structure of any kind shall be placed on any Lot. All such structures shall be constructed of a brick,

*Declaration of Covenants, Conditions,
And Restrictions of Longbrooke Subdivision
Page 14 of 18*

stucco, or stone exterior constituting no less than 90% of the total surface of all exterior walls, and shall be substantially similar in design, appearance, and use of exterior materials to that of the Lot's dwelling structure. No out-building or accessory structure may be located on any Lot except that one utility building may be located in the rear yard so that it is directly behind the residence as viewed from a point on a line of sight perpendicular to the street. In addition to the above requirements, all such structures must be approved by the Committee in compliance with Article V of the Declaration.

Section 5. Fences. No fence or wall shall be erected on any Lot closer to the street than the side street setback or in front of the house's street side facade. Fencing on Lots shall be restricted to fences constructed of brick, black wrought iron, or black aluminum, or as otherwise approved by the Committee on an individual Lot by Lot basis, and may not exceed five (5) feet in height except with the prior approval of the Committee.

Section 6. Maintenance of Lots. Each owner shall keep his Lot in an orderly condition and shall keep the improvements thereon in a suitable state of repair, promptly repairing any damage thereto by fire or other casualty. No clothesline may be erected or maintained on any Lot. No Lot shall be used in whole or in part for storage of rubbish of any type whatsoever and no trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure; provided, however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other debris for collections by governmental or other similar garbage and trash removal units.

Section 7. Restrictions on Vehicles, Boats, and Trailers. Except in connection with construction work being performed at a Lot, no vehicles, boats, recreation vehicles, or trailers shall be parked on any portion of a Lot other than a hard-surface driveway or within an enclosed garage. Except for construction work being performed at a Lot or short-term parking of two days or less (not to occur more frequently than twice per month), boats, trailers, recreation vehicles, heavy-duty trucks, and commercial vehicles (identified by lettering, decals, or other markings), must be parked at all times within an enclosed garage so as not to be seen from any street or Common Property within the Subdivision. For purposes herein, "heavy duty trucks" shall be defined to include any vehicle having an empty weight of 5,000 pounds and which is capable of being used for commercial purposes such as transporting goods, moving heavy articles, or hauling quantities of cargo, but is not intended to include vehicles driven and maintained primarily as a means of passenger transportation, such as sport utility trucks and large pick-up trucks of three-quarter (3/4) ton or less that do not have exposed signage or logo (except discreet identification as may be approved by the Committee) and do not have exposed equipment or supplies.

Section 8. Completion of Construction. The exterior of all structures and the landscaping shown in plans submitted to the Committee must be completed within twelve (9) months after the construction of same shall have commenced, except where such completion is impossible, impractical or would result in great hardship to the Owner due to fires, national emergency or natural calamities, or when an extension has been granted to the Owner by the Committee for other special circumstances.

Section 9. Offensive Activity. No noxious, offensive, or disruptive activity shall be carried on upon the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Subdivision and other Owners. There shall not be maintained any plants or animals (including pets), device, or thing of any sort whose normal activities or existence is in any way noxious,

dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other properties in the Subdivision or Lots by the Owners thereof.

Section 10. Signs. No commercial signs, other than signs for purposes of building permit information, identification of the builder (but not to include subcontractors and material suppliers), "for rent," or "for sale" which are not to exceed five square feet in size, shall be erected or maintained (inside or outside a structure) on the Property or a Lot except with the written permission of Declarant or the Committee. Either Declarant or the Committee may require that such signage as allowed herein be subject to use of signs of a size, shape, color, materials, and design as approved by Declarant and/or the Committee.

Section 11. Landscaping Maintenance. No weeds, underbrush, or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and all landscaped portions of Lots shall at all times be maintained in a neat and attractive condition. With respect to Lots designated as containing a rear buffer/bermed area on recorded plat(s) of the Subdivision, and excepting any actions as approved by the Association or Committee, Owners shall have an affirmative obligation to not harm, damage, or destroy vegetation within platted buffer areas to the extent that their actions, lack of actions, or negligence would substantially impact a berm's continued functionality as a privacy and noise barrier to the Lot and other Lots in the Subdivision.

ARTICLE VII

CAPTIONS, ENFORCEMENT AND INVALIDATION

Section 1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

Section 2. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

Section 3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorneys' fees.

Section 4. Invalidations of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5. The Declarant reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

- (a) To clarify the meaning of or to correct clerical errors in the Declarations.
- (b) To correct grammar, spelling, capitalization and other matters of syntax.

All other amendments to this Declaration shall require an affirmative vote of at least sixty-six percent (66%) of the Lot Owners and the vote of the Declarant, its successors, and assigns.

ARTICLE VIII

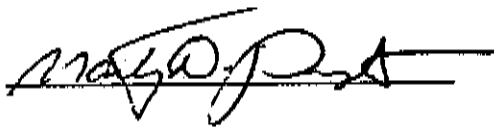
THESE RESTRICTIONS RUN WITH THE LAND

This Declaration of Covenants, Conditions and Restrictions of **Longbrooke Subdivision** and **Longbrooke Homeowners Association, Inc** are to run with the land and shall benefit and be binding on all parties and persons (and their respective heirs, representatives, successors and assigns) claiming title to any of the Property herein described for a period of thirty (30) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by sixty-six percent (66%) of the then Owners of the Lots and the Declarant has been recorded agreeing to change said Declaration in whole or in part.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Covenants, Conditions and Restrictions of **Longbrooke Subdivision** and **Longbrooke Homeowners Association, Inc.**, to be duly executed this 28th day of June, 2005.


WITNESSES:

Longbrooke, LLC





BANN A. GILBERT, JR

By:  , manager
Its: Manager, REAL ESTATE OPPORTUNITIES, LLC

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that **Longbrooke, LLC**, by **Bonn A. Gilbert, Jr.**, Manager of Real Estate Opportunities, LLC, the sole member and manager of Longbrooke, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28TH day of June, 2005.

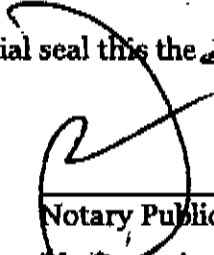

_____(SEAL)
Notary Public for South Carolina
My Commission Expires: 10-2-2007

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

ALL that certain piece, parcel, or tract of land, and lots as shown thereon, on a plat entitled "Final Subdivision Plat of **Longbrooke Subdivision** for Longbrooke, LLC (Owner)" dated May 17, 2005, prepared by and certified to by Donald G. Crews, S.C.P.L.S. # 14507, of McKim & Creed of Charlotte, NC, and recorded in Plat Book/ Cabinet# 2005 at Page/File # 334 in the Clerk of Court's Office for Lancaster County, South Carolina.