



in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or dues for such violation.

Invalidation of any one of these covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

I.

PURPOSE OF RESTRICTIVE COVENANTS

1.1 The fundamental object and purpose of these restrictive covenants is to create a harmonious whole in the subdivision, to prevent the building of any structure which would be out-of-keeping with the other dwellings, to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, to preserve the value of the property owned and developed by the owners of lots in the subdivision and to secure to each lot owner the full benefit and enjoyment of his home.

II.

USES PERMITTED AND PROHIBITED

2.1 All numbered lots in this subdivision shall be known and described as residential lots and shall be used exclusively for single family residential dwellings. No structure shall be erected, altered, placed or permitted to remain on any such numbered lot other than one detached single-family dwelling not to exceed two and one-half stories in height, a garage for private passenger automobile and storage. All dwellings shall have an attached garage.

2.2 No trailer, mobile home, basement, tent, shack, barn or

4328 RV-2

other outbuilding erected upon any numbered lot shall at any time be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence.

2.3 No house trailer or mobile home shall be placed on any lot either temporarily or permanently. No camping trailer or boat, recreational vehicle and/or similar equipment shall be parked on a lot. Camping trailers and boats may be stored or parked within the garage. The door of the garage must be able to be closed when the boat or vehicle is within the garage.

2.4 No noxious or offensive activity shall be carried on anywhere on the property subject to these covenants, nor shall anything be done thereon which may be or become a nuisance or menace to the neighborhood. No numbered lot or any part thereof shall be used for any business or commercial purpose or for a public purpose.

2.5 No fuel oil tanks or containers will be permitted above ground.

2.6 No animals shall be kept, maintained or quartered on any lot except that cats, dogs and caged birds may be kept in reasonable numbers as pets for the pleasure of the occupants. No beehives may be located on any lot. The Architectural Committee is authorized, but not required, to issue reasonable rules for

the protection of all Owners in this community relating to the number of pets which may be kept on any numbered lot.

2.7 The total area of all driveways shall be paved by plant mix concrete provided it is first approved by the Architectural Committee. County of Greenville standards for driveway construction shall be adhered to. The Committee shall not permit a standard less than minimum County requirements. The driveway shall be completely paved with the same type of material. Materials of a different nature for different parts of the driveway may not be used without approval of the Architectural Committee. The Architectural Committee may require a substantial length of the driveway be double parking width so as to adequately provide for off street parking in the subdivision.

2.8 Garbage containers, trash cans and wood piles must be located so that they will not be visible from the front street. No outside clothes lines are permitted.

2.9 All mail boxes and supporting post shall be a standard design approved by the Architectural Committee and installed by the builder. All mail boxes and posts shall be maintained by the lot owner in a manner consistent with the original condition of the box and post.

2.10 Property owners will be required to keep tall shrubbery

or hedges trimmed to reasonable limits where air circulation or view from surrounding property may be adversely affected or where hazards may be created. Lawns shall be maintained in a manner consistent with community standards and appearance.

2.11 Provisions must be made by the property owners for off street parking of cars belonging to visitors. Parking on street rights-of-way for long periods of time during the day or night will not be permitted. No trucks unless three-quarter ton or less in size shall be permitted to be parked or stored on the property or on the streets in the subdivision. It is the intention of this paragraph that all vehicles be parked off street and that no vehicles be parked on any streets in the subdivision except on a temporary basis.

2.12 The primary use of all garages shall be storage of vehicles. However, minimum areas of storage in garages shall be permitted for equipment and other items of personal property provided the same is stored neatly at all times. Garages that face the street shall keep the doors closed to be extent practicable except when the door is opened for ingress and egress.

III.

SETBACKS, LOCATION AND SIZE, IMPROVEMENTS AND LOTS

3.1 No building shall be erected on any lot nearer to the front lot line than the building setback line as shown on the recorded plat, and any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the direction designated by the Architectural Committee. No residence shall be nearer to any side lot line that ten (10%) percent of the lot width measured at the building line or the applicable County Zoning standard, whichever is less.

3.2 Any detached outbuilding erected shall be in the rear yard and no nearer than five (5) feet to any side or rear lot line.

3.3 No wall, fence or hedge shall be erected:

(1) across or along the front of any lot, (2) along the side line from front of house to street, or (3) along the front building setback line running to the front edge of the house. All walls fences or hedges erected in the backyard shall be of a reasonable height. All walls, fences or hedges proposed to be erected or placed on any lot in this subdivision,

regardless of location, or as part of the original residence or a later addition or additions, must first receive the approval in writing of the Architectural Committee, after the Committee has received the plans, specifications or design proposed for said wall, fence or hedge. All fences must be constructed of wood or brick except that chain link fencing not more than 48" high may be permitted only along rear yard lines.

3.4 No numbered lots in this subdivision shall be re-cut so as to face any direction other than as shown on the recorded plat hereinabove referred to, nor shall any of said lots be re-subdivided so as to create an additional building lot. This provision is not intended to prevent cutting off a small portion or portions of any lot for the purpose of conveying the same to an adjoining property owner or straightening a boundary line. However, the remaining portion of the lot must not violate the minimum size requirements of any zoning regulation.

3.5 Nothing herein contained shall be construed to prohibit the use of more than one lot or of portions of one or more lots as a single residential unit, provided written approval thereof shall first be obtained from the Architectural Committee and, provided further, said site faces as required by these restrictions and the recorded plat.

4328 RV-2



3.6 No home shall have less than 1500 square feet of building area under roof, exclusive of porches, roof overhangs and breezeways.

IV.

ARCHITECTURAL COMMITTEE

4.1 The Architectural Committee shall be composed of:

- (a) Kenneth R. Padgett, Jr.
- (b) J. Coleman Shouse

4.2 In the event of a vacancy on the Architectural Committee or the failure or inability of any member to act, the vacancy shall be filled temporarily or permanently as may be necessary by Rocky Creek Limited Partnership. The members of the Architectural Committee shall be appointed for a term of three years but may be reappointed for additional terms with no limit on the number of additional terms to which they can be reappointed. In all matters, a majority vote shall govern. By mutual agreement of all parties, after residences have been erected on substantially all lots in Long Creek Plantation, the Architectural Committee may resign and turn over its rights, duties and responsibilities to a new Architectural Committee to be appointed from time to time by the Long Creek Plantation Homeowners' Association.

4.3 No improvements shall be erected, placed, altered or

4328 RV-2

changed on any lot in this subdivision until and unless the building plans, specifications and plot plan showing the proposed size, type of construction, exterior design and location of such residence have been approved in writing by the Architectural Committee. In addition, a landscape development plan must likewise be submitted to and approved by the Architectural Committee showing the location of all proposed fences, boundary or patio walls, driveways and parking areas, hedges, shrubbery and trees.

4.4 The Architectural Committee is vested with full authority to approve or disapprove plans for the construction of any building or improvement with its major features so similar to an existing building or improvements as to be considered a substantial duplication thereof in the sole discretion of the Committee. The Architectural Committee shall further have the right to refuse to approve any such plans, specifications, plot plans or landscape plans which in its opinion and discretion are not suitable or desirable. In so passing upon such plans, specifications, plot plans or landscape plans, the Committee shall take into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, including roofing material and color, whether or not it is in harmony with the surroundings and what effect it will have on other residences already constructed and what effect it will have on the outlook from adjacent or neighboring property.

4328 RW-2

4.5 In the event that the Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, or if no suit to enjoin the erection or alteration of such building or improvement has been commenced before such erection or alteration is substantially completed, approval of the Architectural Committee will be conclusively presumed and this covenant will be deemed to have been fully complied with. The term "building or improvement" shall be deemed to include the erection, placement or alteration of any building, wall, fence, driveway, parking area or swimming pool.

4.6 Application for approval as required herein shall be made to the Committee at the office of Long Creek Plantation, P. O. Box 10025, Greenville, South Carolina 29603, or at such other place as they may have their office, and at the time of making such application, the building plans, specifications, plot plans and landscape plans shall be submitted in duplicate. One copy of such plans and specifications will be retained by the Committee and the other copy will be returned to the applicant with approval or disapproval plainly noted thereon.

4.7 Upon approval by the Committee, the construction may be commenced. Should the applicant request the same, the Committee will approve the construction by a written permit.

4328 RV-2

4.8 The Committee is authorized by majority vote of its members to approve or ratify any minor violation of the requirements herein set forth under Section III, "Setbacks, Location and Size, Improvements and Lots", if in the opinion of the Committee the same shall be necessary to prevent undue hardship because of topography, the shape of any platted lot or the setback lines as shown on the recorded plat, and if in the opinion of the Committee such violation will cause no substantial injury to any other lot owner. In no event may the Committee approve or ratify a violation of the front setback line of more than 6 feet or of the main building side line restriction of more than 4 feet or a reduction of the restrictions as to building size imposed by Section III hereof by more than 25 percent of the permitted area. The approval or ratification by the Committee in accordance with this paragraph shall be binding on all persons.

V.

COMMON AREA

5.1 Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area and to the roads in the subdivision until such time as they are dedicated to public use, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

4328 RV-2

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which an assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded;

(d) the right of the Association to enact, publish and enforce reasonable rules and regulations including rules governing the use of the Common Areas.

5.2 Membership in Long Creek Plantation Homeowners' Association, Inc. Every owner shall be entitled to membership in Long Creek Plantation Homeowners' Association, Inc. with full privileges therein subject to the payment of such dues as shall

be set by that Association and its rules and regulations.

5.3 Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants and their guests.

5.4 Reservation of Easement for Future Development. The Declarant hereby reserves unto itself, and its successors and assigns, an easement over the streets, roadways, parking areas, and common area as may be necessary for the purpose of constructing and maintaining improvements and related utilities upon the property reserved by Declarant for future development. The foregoing easement shall include, but not be limited to the right to enter upon the affected property for the purpose of constructing residences, installing all necessary utilities and related improvements together with the right to thereafter maintain such utilities over the property as installed.

5.5 Membership and Voting Rights. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Association shall have two classes of voting membership:

4328 RV-2

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 2005.

5.6(a) Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, 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 for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable

attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made.

Such lien shall be at all times subordinate to the lien of any Mortgagee or Lender of any sums secured by a properly recorded Mortgage or Deed to secure debt, to the end and intent that the lien of any such Mortgage, or lien instrument shall be paramount to the lien for charges herein and provided further, that such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of Mortgage or Lien Instrument or by Deed in lieu of foreclosure, and nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such Mortgage or acquisition of title by Deed in lieu of foreclosure.

Notice of any charge due and payable shall be given by filing notice of pendency of action in the Lis Pendens Book in the Office of the Clerk of Court for Greenville County. As to subsequent bona fide purchasers for value the lien herein reserved for charges due and payable shall be effective only from the time of the filing of said Lis Pendens; provided, however, that nothing herein contained shall affect the right of the Association to enforce the collection of any charges that shall become payable after the acquisition of title by such subsequent

4328 RV-2



bona fide purchaser for value.

The lien herein created shall be subordinated to the lien of laborers, contractors, or materialmen furnishing labor or services in connection with the construction or alteration of any improvement located on any lot, except that nothing herein contained shall be held to affect the rights herein given to enforce the collection of such charges accruing after foreclosure of any such lien.

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.

(b) Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents for the improvement and maintenance of the Common Area, streets, lawn and landscaped areas.

(c) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Sixty-Eight Dollars (\$168.00) per Lot.

4328 RV-2

(1) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of the membership.

(2) From and after January 2 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 25% by a vote of two-thirds majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) Special Assessments for Capital Improvements. In addition to the annual assessment 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 Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds majority of the votes of each class of members who are voting in person or by proxy at a meeting duly

4328 RV-2