

ARTICLE I

Definitions

1. "Association" shall mean and refer to Longcreek Plantation Homeowners Association, Inc., a South Carolina non-profit corporation, its successors and assigns.
2. The "Architectural Control Committee" refers to the committee as appointed by the Board of Directors of the Longcreek Plantation Homeowners Association, Inc. to perform architectural review of all proposed alterations to the landscape within the LONGCREEK PLANTATION SUBDIVISION.
3. "Declaration" shall mean and refer to this written instrument entitled "AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND EASEMENTS LONGCREEK PLANTATION SUBDIVISION."
4. "Lot" shall mean and refer to any numbered plot of land comprising a single dwelling site and shown upon any recorded subdivision plat of the Property, now or hereafter made subject to this Declaration.
5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including purchasers in possession, excluding the Association and excluding those having such interest merely as security for the performance of an obligation.
6. "Property" shall mean and refer to that certain real property described on Exhibit A and such additions thereto as may hereafter be subjected to this Declaration.

ARTICLE II

Restrictions and Covenants

The following covenants, conditions, restrictions and easements are herewith imposed on the Property:

1. Residential Use of Property. All Lots shall be used for residential purposes and no business activity shall be conducted upon any Lot at any time except as provided herein. The Lots may be

used for customary home businesses not requiring traffic to or from the Lot and having no visibility as to any business activity conducted on said Lot.

2. Review and Approval of Plans and Landscape Plans. No grading, filling, building, fence, wall, sidewalk, or other structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the grading, filling, nature, kind, shape, height, exterior color, materials and locations of the same shall have been submitted to the Architectural Control Committee and approved, in writing, as to harmony of external design, color, and location in relation to surrounding structures and topography, by the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove such design, color and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Control Committee will not be required. No member of the Architectural Control Committee shall be responsible or liable in any way for any defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. Further, no member of the Architectural Control Committee shall be liable for damages to anyone submitting plans or specifications for approval under this Section, or to any Owner by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. No person shall paint the exterior of any building a color different from the original color, unless the proposed color has been approved by the Architectural Control Committee. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specification, and every Owner agrees, that he will not bring any action or suit against any member of the Architectural Control Committee, to recover for any such damage.

3. Building Construction. No structure shall be erected on any Lot other than one (1) single-family dwelling and one (1) detached or attached garage of similar design. All additional structures on any Lot (including guest houses or employees' quarters) shall require approval

from the Architectural Control Committee and the Board. The Architectural Control Committee may require a deposit with regard to the approval and construction of any new dwelling or renovation of an existing dwelling or other improvements to the property. Rental of guest houses and/or employees' quarters is not permitted. Nothing herein, however, shall be construed as preventing the renting or leasing of an entire lot, together with its improvements. The term of any lease or rental agreement must be for a period of not less than twelve (12) consecutive months. The lessee or tenant is subject to these rules and regulations and to the provisions of the Longcreek Plantation Homeowners Association Declarations.

4. Setbacks and Building Lines.

(a) No building or other structure shall be located on any Lot closer than one hundred (100') feet to the front Lot line or fifty (50') feet to any rear Lot line or thirty (30') to either side Lot line. However, in each case individual setbacks and sidelines must be approved by the Architectural Control Committee for its aesthetic value and the Architectural Control Committee may require a greater setback so long as the required set back does not violate the setback requirements of the County of Charleston, South Carolina. In certain cases, the Architectural Control Committee may require an Owner to seek a variance from the County of Charleston, South Carolina, if necessary to protect important trees, vistas or to preserve aesthetic value.

(b) Walls and Fences. No fence or wall visible from a public road or public view shall be permitted unless it is approved by the Architectural Control Committee. Such fences shall be constructed of wood, rail, brick, or other decorative materials, subject to the decision of the Architectural Control Committee.

(c) Terraces, Eaves and Detached Garages. For the purpose of determining compliance or non-compliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a structure, shall not be considered as a part of the structure. No side yard shall be required for any detached garage or accessory building (unless required by applicable zoning ordinance) which has been approved, in writing, by the Architectural Control Committee.

5. Subdivision of Lots. No Lot shall be subdivided to create an additional Lot or Lots unless approved in writing (1) by Charleston County (2) by the Architectural Control Committee, and (3) by the Association Board. In the event any permitted subdivision creates more than forty-nine (49) Lots in

Longcreek Plantation Subdivision, it shall be the responsibility of the person requesting the subdivision to either pay all costs of paving all streets and making other improvements as required by Charleston County or to obtain approval from the Association to bear the cost of paving all streets and making other improvements as required by Charleston County which will apply if more than forty-nine (49) Lots are created at Longcreek Plantation Subdivision.

6. Building Requirements. The enclosed living areas of the main structure, exclusive of open porches, porte-cocheres, garages, rooms located over garages, carports and breezeways shall be not less than two thousand (2,000) square feet of heated living space.

7. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at intersections.

8. Delivery Receptacles and Property Identifications Markers. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, as well as property identification markers.

9. Use of Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the Architectural Control Committee, shall be erected or allowed to remain on any Lot. No trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently, unless approved by the Architectural Control Committee; provided, this paragraph shall not be construed to prevent those engaged in construction from using sheds or other temporary structures during construction.

10. Completion of Construction. The Architectural Control Committee shall have the right to take appropriate court action, whether at law or in equity, to compel the immediate completion of any residence not completed within one (1) year from the date of commencement of construction.

11. Animals. No livestock of any kind shall be raised, bred or kept on any Lot. Dogs, cats or other household pets, and horses and chickens, no roosters, may be kept provided that they are not kept, bred or maintained for any commercial purposes. Such horses, chickens, and/or household pets must not

constitute a nuisance or cause unsanitary conditions. Such horses, chickens, and/or household pets shall be maintained and enclosed upon the Owner's Lot. When off the lot, all animals must be under the direct control of the owner(s) or handler(s). Upon written request of any member, the Board shall conclusively determine, in its sole discretion, whether a particular animal is a nuisance or the number of animals on any such property is unreasonable. Any decision rendered by the Board shall be as enforceable as other restrictions contained herein.

12. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the owners of other Lots subject to this Declaration.

13. Signs. No advertising signs "For Sale" or "For Rent" or billboards shall be erected on any Lot or displayed to the public on any Lot that are larger than six (6) square feet. This restriction shall not apply to signs used to identify and advertise the subdivision as a whole. Also, the provisions of this Section shall not apply to anyone who becomes an Owner as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or as transferee pursuant to any proceeding in lieu thereof.

14. Aesthetics, Nature Growth, Screening, Underground Utility Service. All Owners must comply with the Charleston County Tree Ordinance. For new construction, the Owner must provide building plans and plot plans to be submitted to the Architectural Control Committee. Clotheslines, garbage cans and equipment shall be screened to conceal them from view of neighboring Lots and streets. All residential utility service and lines to residences shall be underground. All fuel tanks must be buried or screened.

15. Antennas and Reception Towers. No radio or television transmission or reception towers or antennas shall be erected on the Property, unless screened from public view and also screened from an adjoining Owner. In no event shall free standing transmission or receiving towers be permitted.

16. Trailers, Trucks, School Buses, Boats, Boat Trailers. No abandoned or inoperable vehicles may be stored or parked on any Lot. No house trailers or mobile homes, campers, recreational vehicles or other habitable motor vehicles of any kind, school buses, motorcycles, trucks, trailers, or commercial

vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight on any street. All such vehicles shall be screened from the streets in a manner approved by the Architectural Control Committee, and, if visible from any adjoining Lots, covered in a non-offensive manner as approved by the Architectural Control Committee.

17. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators, or other equipment used for the storage or disposal of such material, shall be kept in a clean and sanitary condition. If such litter or other materials are found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Architectural Control Committee. Garbage cans, trash containers, boxes, bags, and other trash or debris shall not be placed on the street until the morning of pick-up and all empty containers shall be removed by 6:00 p.m. on the date of pick-up.

18. Changing Elevations. No Owner shall excavate or extract earth for any business or commercial purpose. No elevation changes shall be permitted which materially affect the surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

19. Utility Facilities. The Association or Architectural Control Committee reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to telephone and cable television within their proposed area, which may be in variance with these restrictions.

20. Easements. Lots subjected to this Declaration shall be subject to those easements, if any, shown as set forth on any recorded plat thereof. Also, easements for installation and maintenance of utilities and drainage facilities are hereby reserved over ten (10') feet from each side line of each Lot and over twelve (12') feet from the front and rear Lot lines. 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. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible.

ARTICLE III

Affirmative Obligations of Owners and Longcreek Plantation Homeowners Association.

1. All individual wells and sewerage disposal systems shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Charleston County Health Department (“Health Department”) and/or the South Carolina Department of Health and Environmental Control (“DHEC”). Approval of such systems shall be obtained from such Health Department and/or DHEC. The Architectural Control Committee reserves the right as to the location of the well and sewage disposal system on each Lot, subject to the approval of Health Department and/or DHEC. Landscaping shall be installed to screen and beautify any well systems or electric transformers or underground power.

2. Owner(s) understand(s) that the Association shall be responsible for the maintenance of storm drains and all streets. Where drainage easements appear on said plat, the Owner(s) of those Lot(s) affected agree(s) to maintain in a satisfactory and sanitary manner those easements and shall in no way alter or otherwise hinder the proper removal of surface water. The Owner shall provide and maintain driveway piping, if necessary, at his/her choice of driveway location.

3. The boat ramp and boat dock area shall be maintained by the Association for the use of all Members or the Association, subject to such rules and regulations as may be promulgated from time to time by the Board of the Association.

4. Owners shall maintain their homes, structures, and property in good repair as determined by the Architectural Control Committee.

ARTICLE IV

Duration

The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by any Owner, their respective heirs, legal representatives,

successors and assigns for a term of twenty (20) years from the date this Declaration is filed for record in the R.M.C. Office for Charleston County, South Carolina, after which time said Covenants and Restriction shall be automatically extended for successive periods of ten (10) years unless an instrument approved by the then record owners of at least sixty-seven (67%) of the Lots has been recorded, agreeing to change said Covenants and Restrictions in whole or in part.

ARTICLE V

Amendment

This Declaration may be amended at any time and from time to time by an agreement authorized by the vote of at least sixty-seven (67%) percent of the Lot Owners, provided that each Lot shall have one (1) vote. No amendment to the provision of this Declaration shall alter, modify, change or rescind any right, title, interest or privilege herein granted or accorded to the holder of any mortgage encumbering any Lot affected thereby unless such holder shall consent in writing thereto. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the R.M.C. Office for Charleston County, South Carolina. The written consent thereto of any mortgage holder affected thereby shall also be filed with such amendment. Every purchaser or grantee of any interest in the Property now or hereafter subjected to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided in this Section.

ARTICLE VI

Enforcement

Each Owner shall comply strictly with the covenants, conditions, restrictions and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, LONGCREEK PLANTATION HOMEOWNERS ASSOCIATION, INC., the Architectural Control Committee or an aggrieved Owner, jointly and severally, shall have the right to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both.

IN WITNESS WHEREOF, LONGCREEK PLANTATION HOMEOWNERS ASSOCIATION, INC.
has caused these presents to be executed on the day first written above.

LONGCREEK PLANTATION HOMEOWNERS

WITNESSES:

ASSOCIATION, INC.

By: _____

David McCann
its President

By: _____

Rick DeVoe
its Vice President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me this 19th day of November, 2014 by Longcreek Plantation Homeowners Association, Inc., by

_____, its _____
David McCann President

_____, its _____
Rick DeVoe Vice President

Notary Public for South Carolina

Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION

ALL those parcels, pieces or lots of land, situate lying and being located on Wadmalaw Island, Charleston County, South Carolina, being known and designated as Lots 1 through 8, 9A, 9B, 10 through 35 and 40 through 46 as shown on a certain plat entitled, "FINAL PLAT LONGCREEK PLANTATION SUBDIVISION LOCATED ON WADMALAW ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA," dated March 14, 1991, prepared by W. Mason Lindsey, Jr. R.L.S., and recorded in Plat Book CC, at Pages 161-162 in the RMC Office for Charleston County, South Carolina. Said lots having such size, shape, buttings, boundings and dimensions, as will by reference to said plat more fully and at large appear.

AND ALSO

ALL those parcels, pieces or lots of land, situate lying and being located on Wadmalaw Island, Charleston County, South Carolina, and being known and designated as Lots 36A, 36B, 37A, 38A, 38B and 39A on a plat prepared by ARC Surveying Company, Inc. entitled "PLAT SHOWING THE RESUBDIVISION OF LOTS 36 THRU 39 INTO LOTS 36A, 36B, 37A, 38A, 38B and 39A, LONGCREEK PLANTATION SUBDIVISION, LOCATED ON WADMALAW ISLAND, CHARLESTON COUNTY, SOUTH CAROLINA", dated September 15, 1993 and recorded January 10, 1994, in Plat Book CO, at Page 173, in the RMC Office for Charleston County, South Carolina. Said lots having such size, shape, buttings, boundings and dimensions, as will by reference to said plat more fully and at large appear.