

**LONGLEAF PRESERVE SUBDIVISION
AIKEN COUNTY, SOUTH CAROLINA
PROTECTIVE COVENANTS**

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RESTRICTIVE COVENANTS
RECORDING FEES \$17 0
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10-03-2006 08:30 AM
JUDITH WARNER
REGISTER OF MESNE CONVEYANCE
AIKEN COUNTY, SC
BY: LYNN STEMBRIDGE DEPUTY
BK: RB 4092
PG: 1817 - 1827

I. PREFACE

WHEREAS, Paradise Properties of Aiken, LLC has developed a subdivision known as Longleaf Preserve Subdivision in Aiken County, South Carolina, as shown on plats recorded in the Office of the Registrar of Mesne Conveyance of Aiken County, South Carolina, and has elected to maintain the roads as private roads, as shown on said plats, and to impose upon the lots certain restrictive and protective covenants as follows:

- A. These covenants are to run with the land and shall be binding on all parties, their heirs, executors, administrators and assigns, and all persons claiming unto them until January 1, 2016, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part. However if a two-thirds (2/3) majority of the property owners at any time petition to modify the restrictions or make exceptions thereto, or approve of same, it will not be a violation of the covenants herein, and the changes or approval of exceptions, if any, will be put in writing and duly recorded in the county records.
- B. Should any owners, their heirs, executors, administrators or assigns violate or attempt to violate any of the covenants herein, it shall be lawful for the Longleaf Preserve Association, Inc. (described in II below) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants. However, no violation shall affect the validity of any mortgage lien or record prior to such violation.
- C. The invalidation of any one or more paragraphs or portions of these restrictive covenants and agreements by judgment or decree shall in no way affect any of the other provisions, which shall remain in full force and effect.
- D. If the Owners or their heirs, assigns or successors in title shall violate any of the restrictive covenants herein, the Longleaf Preserve Association, Inc., hereafter described, may institute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, either to prevent or enjoin such violation to recover damages or other dues for such violation; provided, however, that a violation of such covenants shall not constitute a forfeiture or reversion of title.

II. LONGLEAF PRESERVE ASSOCIATION, INC.
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WHEREAS, Owners and Developers desire to insure a desirable community and to that end Owners have created an Association known as Longleaf Preserve Association, Inc. (hereinafter the Association), for the efficient preservation of values and amenities and assigning unto such Association the rights, powers and duties of maintaining and administering the community properties and amenities hereinafter described and administering and enforcing the terms and conditions as set forth in this agreement and declaration; the members of the Association shall have the respective rights, voting powers, privileges, duties and immunities as follows:

- A. All persons who are owners of a tract in Longleaf Preserve, including developers, or any additions thereto are members, provided that no person or corporation taking title as security for payment of money or for the performance of any obligation shall thereby become entitled to membership, nor shall ownership of any business, commercial, church or school property entitle the owner or owners thereof to membership by reason of the ownership thereof.
- B. Ownership of property as a qualification for membership is defined as follows: Ownership of any such property under recorded deed, whether the owner is an occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by actual occupancy of the lot in question. Ownership within the meaning and intention hereof shall cease upon the sale of any such lot to another by the owner thereof. Sale of any such lot within the meaning hereof shall mean, and shall be effective upon the recording of any deed conveying such a lot to another, or the termination of occupancy of the property by the owner thereof, accompanied by the giving by such owner to another of a bond for title or contract of sale with respect to such lot.
- C. If a residential building tract shall be owned by more than one person, such ownership shall constitute only one membership in the Association. In the case of multiple ownership of one lot, the use of the facilities of the Association by such multiple owners shall be limited to those owners actually residing upon such building lot; or, where any such lot is unimproved, to not more than one non-residential owner, and his or her spouse and children.
- D. A corporation owning one or more lots in Longleaf Preserve shall have one vote for each such lot owned by such corporation, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any right or rights individually to become members of the Association.
- E. In all matters requiring a vote by the members of the Association, there shall be one vote per lot.
- F. The rights which have vested or shall vest in the members of the Association shall be subject to the following:

1. The right of the Association, in accordance with its articles and bylaws, to borrow
1. The right of the Association, in accordance with its articles and bylaws, to borrow money for the purpose of improving the common areas (described below) and in the aid thereof mortgage said properties and the rights of such mortgages in said properties shall be superior to the rights of the homeowners; and
2. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas (described below) against foreclosure; and
3. The right of the Association, as provided in its articles and bylaws, to suspend the rights and privileges of any member for any period during which any assessment (to which his interest is subject) remains unpaid, and for a period not to exceed thirty (30) days for an infraction of its published rules and regulations; and
4. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the common areas; and
5. The right of the Association to dedicate, by way of deed or in any other legal manner described, common properties to the general public for public use at any time after Owners shall convey their interest therein to the Association.

III. COMMON AREAS

WHEREAS, certain property shown and designated on the plat as Entrance Area has been conveyed by Owners unto the Association in order to provide an attractive entrance way and certain easements have been created for the benefit of property owners and inhabitants of Longleaf Preserve who may be or become members of the Association, and

WHEREAS, it is to the interest, benefit and advantage of Owners and the Association, and to each and every person who shall hereafter purchase any tract within Longleaf Preserve that satisfactory provisions be provided for the perpetual private care and maintenance of all common areas, easements and signs erected or to be erected, and

WHEREAS, it is to the interest, benefit and advantage of Owners and the Association and to each and every person who shall hereafter purchase any tract within Longleaf Preserve, that certain covenants governing and regulating the use, occupancy, operation, maintenance and development and in addition certain reservations, be imposed upon the property acquired by the Association, as well as the tracts in Longleaf Preserve as owned by the Owners and for sale to prospective purchasers to be established, set forth and declared to be covenants running with the land:

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by Owners, Longleaf Preserve Association, Inc. and each and every subsequent owner of property in Longleaf Preserve, Owners do hereby set up, establish, promulgate and declare the following covenants to be applicable to the common area deeded to the Association and to all tracts in Longleaf Preserve as shown on the plat any additions or amendments thereto,

and to all persons owning said tracts or any subsequent owner thereof, and to lands acquired or hereafter acquired by the Association.
or hereafter acquired by the Association.

- A. Easements for riding/walking and utilities, clubhouses, community centers, swimming pools, with or without appurtenant bathhouses, athletic facilities and recreation facilities of any kind may be erected and maintained upon the premises being or to be hereafter acquired by the Association. The property which has been or will be acquired shall be used for an attractive entrance way and any property later acquired by the Association, shall be used by the said Association for similar purposes and for recreational, and/or park purposes and any associated uses for the sole benefit, pleasure and use of members and guests of members of the Association, and subject to such regulations which may be prescribed by the Association as to guests of such members, but not for any other purposes. The Association shall be responsible for the perpetual private care of all such entrance ways, signs, clubhouses, stables, riding trails, arenas, community centers, swimming pools, athletic and recreational facilities and for any roads, utility easements and water and sewage systems erected or to be erected by said Association.
- B. Owners may select property and the time which it may determine to convey such property unto the Association.

IV. LOT RESTRICTIONS

- A. No portion of any lot shall be used for any commercial or industrial purposes, except that community stables may be established for the convenience of residents upon approval of a majority of the Owners Association Board of Directors. No lot may be subdivided into smaller lots, but two or more adjacent lots may be combined to form the site of a single dwelling. Upon the agreement of a majority of the Owners Association Board of Directors, two adjoining lot owners may adjust their shared property line(s) to their own betterment as long as the each lot still contains adequate road frontage, acceptable septic tank location, and home building site. Adjoining lots may move adjoining lot lines slightly to each owners betterment with the agreement of the Board of Directors so long as either lot acreage is not reduced below 3 acres.
- B. Fences shall conform to the architectural concept to the subdivision as follows:
 - 1. All fences erected along property lines which abut roads or highways shall be 3-board, wooden rail horse fencing and shall be painted black. All fencing from the front edge of residences forward shall be of this type.
 - 2. Fencing along back and side property lines may either be as described in B1 above, or no-climb, horse-safe wire fencing with top board and posts painted black.
 - 3. Property owners with lots abutting the perimeter-riding trail must fence their portion of property abutting the trail.

4. No barbed wire or chain link type fence shall be allowed anywhere.
 5. All fencing is subject to architectural review.
- C. Lot owners are responsible for insuring that all private wells, septic tanks, and domestic sewage systems conform to all applicable state and local codes.
- D. No noxious or offensive activities shall be allowed on any lot nor shall anything be done which is, or has a potential of becoming, an annoyance or nuisance to the residents of the subdivision, and specifically including the following:
1. No unsightly accumulation of trash, manure, building materials, equipment, vehicles, etc. on any lot which is either clearly visible from or has an adverse impact on any other lot.
 2. No large vehicle such as school buses or trucks used for commercial or non-profit purposes may be parked on any lot.
 3. There shall be no dumping of trash or garbage of any kind on the property.
 4. Any cleared land must be landscaped or revegetated within one year so that no bare or barren areas are left with the exception of vegetable gardens and paddocks for owner use.
 5. No television antennas are allowed. However, small satellite dishes are permitted, provided that they are located in an unobtrusive place as possible.
- E. No clothes lines, drying racks, or other devices used for drying clothes shall be constructed or maintained nearer a front street than the extension of the rear line of the residence building. No above ground fuel or water tanks, shall be permitted except at the rear of the lot and must be screened so as to not be visible from the street.
- F. The Association will provide and install a mail box and stand to each home issued a Certificate of Occupancy by the Aiken County Building Code Administration Office. Following initial installation, the Property Owner shall be responsible for the maintenance, repair and/or replacement of such in accordance with the details and specifications adopted by the Architectural Control Committee.
- G. Nothing may be on permanent or temporary display without expressed written permission of the Architectural Control Committee.

V. STRUCTURE RESTRICTIONS

- A. No lot shall have more than one single-family type residence building upon it with the exception of an additional single guest cottage and/or horse barn, nor shall any building exceed three (3) stories, nor shall any tent, shack, trailer, camper, garage, barn, or other

outbuilding, other than a guest cottage, erected upon the property at any time be used as a residence, temporary or permanent. Camper trailers, motorized camper trailers or a residence, temporary or permanent. Camper trailers, motorized camper trailers or boats utilized by the lot owners for travel or recreational purposes may be parked on the lots so long as such is never used as a residence, and a reasonable effort is made to screen such from being visible from the street or adjoining lots as pre-approved by the Architectural Control Committee.

- B. Each structure must comply with following minimum setback requirements:
 - 1. Front setback as measured from the front property line shall be at least one hundred feet (100') for all structures. Exceptions will be described on record plat.
 - 2. Rear setback as measured from the rear property line shall be at least forty (40) feet for the residential building and thirty (30) feet for all other structures.
 - 3. Side setback as measured from the side property line shall be at least thirty (30) feet for the residential building and twenty (20) feet for all other structures.
 - 4. Intersection setback for all corner lots shall be such that nothing shall be constructed, planted, or allowed to grow in such a manner as to materially impede vision between a height of three (3) and ten (10) feet above the centerline grades of the intersecting streets in the area bounded by the street lines of such corner and a line joining points along said street lines twenty (20) feet from the front of the intersection. It shall be the responsibility of the individual property owner to ensure compliance.
- C. Each main residence shall have a minimum of 2000 square feet of heated living space, no front facing garage opening and minimum 8/12 roof pitch. A guest cottage shall have a maximum of 1200 square feet of heated living space.
- D. The exterior siding on any residence building should be either solid brick, brick veneer, natural stone, stucco, Hardi-plank siding, wood shingles or its equivalent. Use of aluminum or vinyl siding or any other exception to the above must be approved by the Architectural Review Committee. No residence consisting of exposed concrete block or sheet metal siding shall be permitted.
- E. No manufactured housing or mobile homes are allowed.
- F. Stables may be erected on any lot subject to requirements of Architectural Control Committee review and compatible with residence and shall be maintained consistent with the regulations of the South Carolina Board of Health and shall not constitute a nuisance or annoyance to other residents of the subdivision.

VI. EASEMENTS

- A. In addition to the easements shown on the above mentioned plats the following lot easements are established:
1. Front - Fifteen (15) feet for utilities and drainage.
 2. Rear - Twenty (20) feet for a pedestrian and horse riding trail. Also, there shall be a ten (10) foot easement along all property lines such that there is a twenty-foot easement (i.e., ten feet on each side of a common property line) allowing access to the pedestrian and horse riding trail.
 3. Side - Ten (10) feet for utilities and drainage.
- B. A twenty foot (20') pedestrian and horse riding trail easement has been established around the perimeter of the development as shown on the plat. This trail is intended for the exclusive use of the property owners, their dependents and invited guests only. Horse-drawn carriages are allowed. No other wheeled vehicles, motor-powered or otherwise, except as required for the handicapped, shall be allowed on these trails, except for necessary maintenance or where access to dwellings may be otherwise restricted. No obstruction shall be made on any portion of the trail that would interfere with the use of the trail.
- C. If there is any conflict between easements set forth in these restrictions and those shown on the plat, the easements shown on the plat shall control.

VII. ASSESSMENTS

- A. Owners and each purchaser of any tract in Longleaf Preserve by virtue of ownership of or the acceptance of a deed therefore, will, whether or not it shall be expressed in any subject deed or other conveyance, obligate himself or it and be deemed to covenant and agree to pay to the Association, an annual assessment or charge to be fixed, established and collected quarterly as hereinafter provided. Each payment of such annual assessment or charge, when due, shall become a lien upon the tract against the account of the ownership of which such assessment or charge is made. Each tract as shown by a recorded plat or plats, excluding those owned by Owners for resale, is hereby made subject, and shall be made subject, to a continuing lien to secure the payment of such installment of such assessment or charge when due.
1. Such annual assessment or charge is hereby fixed at \$360.00 and cannot be changed by the Board of Directors of the Association without the approval of two-thirds affirmative vote of the members of the Association. The amount of each annual assessment shall be in equal amount with respect to each tract subject to such charge or assessment under the terms hereof. Assessments for part-year owners will be pro-

rated. Payments will begin when a Certificate of Occupancy is issued by the Aiken
fated. Payments will begin when a Certificate of Occupancy is issued by the Aiken
County Building Code Administration Office or one year from the date of real estate
closing, whichever is sooner. Extraordinary fees may be imposed for special
maintenance or other exceptional requirements when approved by a two-thirds
affirmative vote of the members of the Association.

- a. The lien hereby reserved, however, shall be at all times subordinate to the lien of any mortgages 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 mortgages or deed to secure debt for value and in good faith shall be paramount to the lien for maintenance charges imposed herein, and provided further such subordination shall apply only to the charges that shall become payable prior to the passing of title under foreclosure of mortgage or Acquisition of the title by deed in favor of the holder of such mortgage 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 after Acquisition of title by deed in lieu of foreclosure by the holder of the same.
 - b. Under such circumstances, (I) the foreclosure of the lien created hereunder shall not operate to affect or impair the priority of the mortgage upon the premises in question; and (II) the foreclosure of any mortgage or the acceptance of a deed in lieu of foreclosure by the holder of any such mortgage shall not operate to affect or impair the lien thereof, except that the lien thereof for said charges or assessments as shall have been accrued up to the effective date of such foreclosure or the acceptance of a deed in lieu of foreclosure by the holder of any such mortgage, shall be subordinate to the title acquired by the purchaser at any such foreclosure sale or acquired by the holder of any such mortgage by taking a deed in lieu of foreclosure from the then owner of the property. Any such acquisition of title as aforesaid shall be subject to all such assessments or charges, however, that shall accrue subsequent to the effective date of the foreclosure deed or deed given in lieu of foreclosure to the holder of any such mortgage.
 - c. All assessments or charges above described shall be due and payable to the Association on or before the March semi-annual meeting of each year.
2. The Board of Directors shall be elected by a majority vote of the members of the Association for a term of one (1) year beginning at the March semi-annual meeting.
 3. A majority vote of those members present and "in good standing" is required to approve normal business matters at Association meetings. An owner is considered "in good standing" when there are no delinquent dues or other assessments. Dues are considered delinquent if not paid by the semi-annual meeting in March.
- B. The amounts so paid to the Association shall be administered by the Board of Directors of the Association and may be used for the payment of expenses incurred for the following

purposes:

purposes:

1. For the construction and maintenance of improvements upon the area designated as Entrance Area upon the plats and upon any driveway, park, or playground areas which may be owned or hereafter acquired by deed or lease by the Association,
2. For maintenance of the roads and riding trail easement,
3. For lighting, cleaning, planting shrubs and other vegetation, and maintaining any such areas and any easements as shown on the plat or hereafter acquired,
4. For payment of taxes or assessments, if any, which may be levied by any public authority upon such areas or any improvements thereon, now or hereafter acquired,
5. For payment of insurance premiums, and
6. For such other purposes as are set forth in the bylaws of the Association or as same may be subsequently amended.

VIII. BOARD OF DIRECTORS

- A. The Board of Directors shall be elected by the members of the Association and shall appoint officers and operate the Association as spelled out in the Articles of Incorporation and Bylaws.
- B. The Board of Directors shall be comprised of four (4) officers, two (2) general members and the past President. The officers shall be the President, Vice-President, Treasurer, and Secretary.
- C. The two general members of the Board and the Past President on the Board of Directors will initially function as, and perform all duties and responsibilities as the original Architectural Control Committee for the subdivision.

IX. ARCHITECTURAL COMMITTEE

- A. There shall be an Architectural Control Committee consisting of three (3) members and shall be selected by the Owners and shall serve for a period of two years, beginning at the date the first plat is recorded. Upon expiration of the term of the original Architectural Control Committee, the existing property owners (there being only one vote per lot) shall elect a new three member Architectural Control Committee. The owners shall have the right to vote any unsold lots in their possession in the subsequent elections. A similar election shall be held in the same month every year thereafter, but if no election is held, the previous committee shall continue to serve until their successors are elected. A two-thirds (2/3) majority of the lot owners, based on one vote

per lot, may at any time force a new election of the Architectural Control Committee per lot, may at any time force a new election of the Architectural Control Committee after expiration of the term of the original committee.

- B. Prior to the construction of any residence, stable, out building, fence, or other structure upon any lot, the proposed facility shall be reviewed by the Architectural Control Committee to verify its compliance with the aesthetic concepts and architectural/engineering standard of the subdivision. Site plans must show the location of the proposed structure. The Architectural Control Committee shall communicate its approval or disapproval, based on a majority of the appointed members, in writing and clearly note any additional restrictions or conditions. Failure to approve or disapprove such plans, specification or location within sixty (60) days after date of submittal for the purposes of approval shall constitute conclusive evidence of approval.
- C. The Architectural Control Committee, during the course of its review of a proposed structure, has the right to review any other factors or considerations which the committee decides are relevant to each specific case as may be required for compliance with standards in excess of the minimum standards outlined by these covenants or allow exceptions to the minimums. The Architectural Control Committee shall not be held responsible for the structural design or integrity of the building or code compliance. The Architectural Control Committee shall be held harmless for any accountability, liability, or obligation for the approval or disapproval of plans.
- D. The Architectural Control Committee shall, as a minimum, evaluate each proposed structure against the following criteria:
 - 1. Conformance to the aesthetic and architectural standards desired for the Longleaf Preserve subdivision.
 - 2. No front facing garage opening.
 - 3. Minimum roof pitch of 8/12.
 - 4. Conformance to fencing requirements specified in paragraph IVB above.

X. ANIMALS

- A. Livestock will be limited to a maximum one (1) horse per acre, rounded up to the nearest whole number and shall be kept under control at all times. Owners may request approval from the Board of Directors that a limited number of equestrian "companion" animals (e.g., mules, etc.) be maintained on their property.
- B. Dogs must be kept controlled, and not permitted to interfere with the pedestrian traffic and horseback riding on subdivision roads or the perimeter trail. Pit bulldogs are expressly forbidden.

C. Longleaf Preserve subdivision shall be considered a wildlife refuge. There shall be no animal hunting within the perimeter of Longleaf Preserve.
animal hunting within the perimeter of Longleaf Preserve.

In witness hereof, the parties have executed this instrument of Protective Covenants this the 8th day of Sept., 2006.

PARADISE PROPERTIES OF AIKEN, LLC

Heather Yndorsy
Crystal Adams

Benjamin Christensen
Benjamin Christensen

State of South Carolina)
County of Aiken)

Personally appeared before me the undersigned witness, who upon being duly sworn, said that he saw the within named Benjamin Christensen, as Owner, sign, seal and deliver the within written Protective Covenants as to Longleaf Preserve, for the uses and purposes therein state and that he with the other subscribing witnesses, witnessed the execution thereof.

Sworn to before me this the 8th day of Sept., 2006.

Heather Yndorsy

Crystal Adams
Notary Public of South Carolina
My commission expires 10-28-05