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OWNERS' ASSOCIATION, INC.**

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STATE OF SOUTH CAROLINA
SECOND AMENDED AND RESTATED COUNTY OF BEAUFORT

COVENANTS AND RESTRICTIONS FOR LONG COVE CLUB
SUBDIVISION AND PROVISIONS FOR THE
LONG COVE CLUB OWNERS' ASSOCIATION, INC.

THIS SECOND AMENDED AND RESTATED DECLARATION, made this 16th day of January 2012, by the Long Cove Club Owners' Association, Inc. a South Carolina Corporation (hereinafter referred to as "the Association")

RECITALS:

WHEREAS, Long Cove Club Owners' Association, Inc. adopted and recorded that certain Amended and Restated General Declaration for Long Cove Club Subdivision and Provisions for the Long Cove Club Owners Association, Inc. dated May 25, 2004, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 1984 at Page 2507 (hereinafter referred to as the "Covenants"); and

WHEREAS, the Covenants were subsequently amended and supplemented by that certain First Supplementary Declaration of the Amended and Restated Covenants and Restrictions for Long Cove Club Subdivision dated December 13, 2004, and recorded on February 28, 2005, in Deed Book 2104, at Page 1350; and

WHEREAS, the Covenants were subsequently amended and supplemented by that certain Second Supplementary Declaration of the Amended and Restated Covenants and Restrictions for Long Cove Club Subdivision dated December 19, 2007, and recorded on December 20, 2007, in Deed Book 2664, at Page 1399; and

WHEREAS, the Covenants were subsequently amended and supplemented by that certain Third Supplementary Declaration of the Amended and Restated Covenants and Restrictions for Long Cove Club Subdivision dated April 29, 2011, and recorded on June 20, 2011, in Deed Book 3066, at Page 1487; and

WHEREAS, the Covenants were subsequently amended and supplemented by that certain Fourth Supplementary Declaration of the Amended and Restated Covenants and Restrictions for Long Cove Club Subdivision dated October 11, 2011, and recorded on October 12, 2011, in Deed Book 3090, at Page 1533; and

WHEREAS, the Covenants and the Amendments subject the property

commonly known as Long Cove Club Subdivision and more particularly described therein (the “Property”) to certain covenants, restrictions, easements, affirmative descriptions, charges and liens as therein described and every owner of any and all parts thereof; and

NOW, THEREFORE, the Recitals set forth above are incorporated herein by reference.

The Association hereby makes and declares that the Property and such additions thereto are and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied, and used subject to the Covenants. These Covenants, the benefits of these Covenants, and the affirmative and negative burden of these Covenants shall touch, concern and run with the land herein referred to as the Property.

The Association hereby makes and declares the Second Amended and Restated General Declaration for Long Cove Club Subdivision and Provisions for the Long Cove Club Owners’ Association, Inc. solely for the purpose of incorporating the above referenced Amendments into one document with no additional substantive changes made thereto.

GENERAL REFERENCES

ARTICLE I DEFINITIONS

Section 1. The following words and terms when used in this Amended and Restated Declaration or any supplemental declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- a. “Association” shall mean and refer to the Long Cove Club Owners Association, Inc. a South Carolina non-profit corporation, its successors and assigns.
- b. “Business Purposes” shall include, but not be limited to, any use as a medical facility, professional office, entertainment, retail, wholesale, and commercial or like facility.
- c. “Common Properties” shall mean and refer to those areas of land with any improvements thereon which have been designated as “Common Properties”. The term “Common Properties” shall include Recreational Amenities and any personal property acquired by the Association if said property is designated as “Common Property”. All Common Properties are to be devoted to and intended for the common use and enjoyment of the Property Owners, their tenants, guests and invitees, at uniform fees, charges, and assessments established herein as may be modified from time to time by the Association. The designation and dedication of land or

improvements as Common Properties shall not mean or imply that the public at large or Property Owners, their tenants, guests and invitees acquire an easement of use or enjoyment therein except at such fees and under rules and regulations for operation as may be established from time to time by the Association.

- d. "County Clerk of Court" shall mean and refer to the Register of Deeds for Beaufort County, South Carolina, the successors and assigns of that office.
- e. "Covenants" shall mean and refer to the original General Declaration, all amendments thereto, all of which are now incorporated into and are referred to as the "Second Amended and Restated General Declaration for the Long Cove Club Subdivision and Provisions for the Long Cove Club Owners Association, Inc.," including all covenants, conditions, restrictions, and obligations set forth in this Declaration.
- f. "Designated Member" shall mean a Member that has been designated by the Property Owner when title to the Property is held in multiple ownership in accordance with Article III, Section 12. The Designated Member must have a significant ownership in the entity holding title to the property or be significantly engaged in the business activity of such entity as an officer or employee. Such designation of Member shall be made annually in accordance with Article V, Section 1.
- g. "Drainage" means the removal of surface water or ground water from land by drains, grading or other means, and includes control of run-off to minimize erosion and sedimentation during and after construction or development and means necessary for water supply preservation or prevention or alleviation of flooding.
- h. "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single-family detached dwelling, located within the Property.
- i. "Mail" shall mean and refer to the delivery of referendum materials, ballots and proxies to the "Member" by United States Postal Service (or other delivery service), facsimile transmission or electronic transmission. The Member may elect to receive referendum materials, ballots and proxies by facsimile transmission or electronic transmission however, if such election is not made in writing to the Association, referendum materials, ballots and proxies shall be delivered by the United States Postal Service.
- j. "Member" shall mean and refer to all those Property Owners who are Members of the Association as provided in Article V, hereof, including the spouse and children (under 18 or enrolled as a full time student younger than age 25) permanently residing with the said Property Owner.
- k. "Mineral Rights" shall mean the right to all subsurface minerals, elements, and objects found under Open Space or Common Properties and the right of the Association to remove the same from these properties.
- l. "Offensive or Noxious" activity or behavior shall include but not be limited to

a public or private nuisance or nuisance per se and shall also include any behavior or activity which is inconsistent with both the pleasurable use of the Long Cove Club area by a majority of the residents and their reasonable expectations of enjoying their property and the available amenities and natural surroundings free of boorish, rude, excessively noisy, crude, tasteless behavior, flashing lights, racing vehicles, offensive or tasteless displays of public sexuality, radio, hi-fi or electronic music distractions, etc., or other similar behavior by the Member, tenants, guests or their pets curtailing the pleasure of use of the facilities of Long Cove Club.

- m. "Open Space" shall mean and refer to those parcels of land which are dedicated pursuant to Article VI, Section 1 of these Covenants by declaration of the Association as land which cannot be developed or improved or altered except as provided in Article VI and any other relevant sections of these Covenants. Open Space shall be designated in such Declarations, making reference to recorded plats, as "Open Space".
- n. "Pertinent Laws" shall mean and refer to the statutes, ordinances, regulations, and other laws pertinent to the ownership, sale, use, and development of the Property, as are codified or promulgated by the State of South Carolina, the County of Beaufort, Town of Hilton Head Island, the Government of the United States of America, and other public authorities having jurisdiction over the Property.
- o. "Property Owner" shall mean and refer to the owner as shown by the real estate records of the Beaufort County Clerk of Court, whether it be one or more persons, firms, associations, corporations, or other legal entities of fee simple title to any Residential Lot or Family Dwelling Unit, situated on the property, but notwithstanding any applicable theory of mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Property Owner" mean or refer to any lessee or tenant of a Property Owner.
- p. "Recreational Amenities" include, but shall not be limited to, the golf course, clubhouse, tennis courts, community docks, swimming pool, playground, lagoons and farm plot.
- q. "Referendum" shall mean and refer to the power of all or some specific portion of the Members to vote in person, by proxy or by Mail on certain actions or inactions by the Board of Directors of the Association more particularly set forth herein including, the levy of any Special Assessment, changes to the Capital Assessment and the addition or deletion of functions or services which the Association is authorized to perform. The voting procedure for all Referendum shall be as specified in Article V. In the event a majority of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be

deemed to “pass” and the action voted upon will be deemed to have been authorized by the Members; provided, however, that if a higher percentage required to “pass” shall be specifically expressed herein or be required for any particular issue by a vote of the Association, as determined by the procedures set forth herein, that higher percentage shall control in that instance.

- r. “Residential Lot” shall mean any unimproved parcel of land located within the Property which is intended for use as a site for a single family detached dwelling, as shown upon any recorded final subdivision plat of any part of the property.
- s. “Shall,” indicates a mandatory requirement, condition, or obligation; in contrast, the term “may” indicates a permissive action.
- t. “Structure” shall mean any construction, object, projection or piece of work artificially built up or composed of parts joined together in some definite manner, which is erected or shaped on the property, including but not limited to buildings, docks, fences, bulkheads, tennis courts, swimming pools, pavilions, tents, gazebos, garage facilities, billboards, signs, abutments, ornamental projections, exterior fixtures, shaped earth as a masonry structure, lights, or any device which might obstruct or interfere with the quality of a view from the property
- u. “Use of Land” or “Intended for Use” shall mean the use designated in the deed of conveyance of a parcel or space or by separate declaration of covenants designating the use for which any particular parcel of land is restricted to in such declaration or incorporated by reference to a particular recorded declaration of covenants in deeds by which the Association has conveyed such land. Reference to “uses” of land, or description of parcels on maps, master plans, and promotional material shall not constitute a designation of use for purposes of this Declaration nor shall such reference any obligation for the Association
- v. “Use or Used for Residential Purposes” shall mean to be used as one’s residence or normal and customary place of abode and shall not include any use for business purposes as defined above. The use of a portion of a Family Dwelling Unit as an office shall be considered a residential use if such use does not create regular customer, employee, client or delivery/pick-up traffic to and from the Family Dwelling Unit sustained for a period longer than ten days in any one twelve-month period. No sign, symbol, logo, or nameplate identifying such business shall be affixed to or about the entrance to the Family Dwelling Unit, without the approval of the Association.

ARTICLE II PROPERTY DESCRIPTION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to these

Covenants is located on Hilton Head Island, Beaufort County, South Carolina and is more particularly described in Exhibit "A" attached hereto and by reference incorporated herein.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

- a. Upon approval in writing of the Association pursuant to three-fourths (3/4) of the vote of those present at a duly called meeting, the owner of any property who desires to add it to the plan of these Covenants and to subject it to the jurisdiction of the Association, may file or record a Supplementary Declaration with respect to the additional property which shall extend the operation and effect of these Covenants to such additional property.
- b. The Supplementary Declaration may contain such complementary additions and/or modification of these Covenants as may be necessary or convenient, in the sole judgment of the Association, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration, but such modification shall have no effect on the Covenants as they apply to the Property.
- c. Upon approval in writing of the Association pursuant to three-fourths (3/4) of the vote of those present at a duly called meeting, the Association may merge or consolidate with another association its property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the existing Property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall affect any revocation, change or addition to these Covenants including without limitation, the establishment of assessments and/or dues of the Association, or any other matter substantially affecting the interests of Members of the Association.
- d. For any property subjected to this Declaration pursuant to the provisions of this Section, there may be established by the Association an additional association limited to the owners and/or residents of such additional property in order to promote their social welfare, including their health, safety, education, culture, comfort, and convenience, to elect representatives on the Board of Directors, to receive from the Association a portion, as determined by the Board of Directors of the Association, of the annual

assessments levied pursuant hereto and use such funds for its general purposes, and to make and enforce rules and regulations of supplementary covenants and restrictions, if any, applicable to such additional lands.

ARTICLE III GENERAL COVENANTS

Section 1. Purposes. The primary purpose of these Covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing, which is functionally convenient, which is capable of maintaining itself while retaining private control, which provides recreational amenities and provides for the ownership, operation and maintenance, through the Association, of the Common Properties and Recreational Amenities. The establishment of objective standards relating to design, size and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason, such standards are not established hereby, but may be suggested by the Association in discussion with and materials submitted to Property Owners. To implement these Covenants, the Association has established, and may amend from time to time, objective standards and guidelines which may be in addition to and more restrictive than said governmental standards.

All Residential Lots in Long Cove Club shall be used for Residential Purposes exclusively. No structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any Residential Lot other than one (1) single family dwelling and one (1) small one-story accessory building which may include a detached private garage or carport, provided the use of such accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

A guest suite or any portion of the Family Dwelling Unit or like facility without a kitchen may be included, with the approval of the Architectural Review Board, as part of the main dwelling or accessory building, but such suite may not be separately rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in overcrowding the site.

Section 2. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any one Family Dwelling unit. In order to preserve the aesthetic qualities of the Property, to

maintain sanitary conditions on the Property, to prevent the spread of worms and infectious diseases on the Property, and to maintain a proper respect for other Property Owners and users of the Property, each person who keeps a pet within a dwelling unit shall abide by the following restrictions, conditions, and affirmative obligations:

- a. No pets may be kept, bred, or maintained for any commercial purpose.
- b. The owner of such pet or pets shall exercise best efforts to not allow the pets to excrete upon the property owned by others or the Association, or to excrete in any area within the Common Properties, Open Space, or Recreational Amenities which are regularly traversed or in which children may be expected to play;
- c. The owner of such pet shall use a scoop or other device to clean up any defecation or solid excrement left by their pet upon the Common Properties, Open Space, Recreational Amenities, bike paths or roadways and shall deposit collected excrement to the owner's trash receptacle or at the Community Dog Park receptacle.
- d. The owner of a pet shall not allow the pet to roam unattended on the Property and shall maintain the pet on a tethered leash at all times except while on the owner's property or at the Community Dog Park.
- e. The owner shall muzzle any pet that consistently barks or makes noises that might be reasonably expected to disturb other Property Owners.
- f. The breach of any of the restrictions, conditions, obligations and duties contained in this section shall be an Offensive or Noxious activity constituting a nuisance.

Section 3. Repairs and Hazards. Any building or other improvement on the property that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, as determined in consultation with the Property Owner, and the land restored to an orderly and attractive condition.

No part or parts of any land within Long Cove Club shall be used by any Property Owner in such manner that would increase the hazard of fire on any other part or parts of Long Cove Club or any adjoining property.

Section 4. Offensive Activity. No Offensive or Noxious activity shall be carried on upon any Residential Lot, Family Dwelling Unit, Common Properties, Open Space, or any place within Long Cove Club, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community.

Section 5. Certain Easements. The Association reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right

on, over and under the ground of the Property to erect, maintain, and use electric, cable television, and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these Covenants by the Association, or (b) such portion of the Property as may be designated as the site for a building on a plot plan or for erection of a building which has been filed with the ARB and which has been approved in writing by said ARB.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any Property Owner caused by such utility installation shall be repaired and said grounds returned to their prior condition by the Association or prompt and reasonable remuneration for such repair shall be made to such Property Owner by the Association.

The Association further reserves to itself, its successors and assigns, the right to locate wells, pumping stations, siltation basins and tanks, or spray treated effluent within Long Cove Club in any Common Properties or Open Space, including the golf course, or on any property designated for such use on the applicable plat of the Property, or to locate same upon any property with the permission of the respective Property Owner. Such rights may be exercised by any licensee of the Association, but this reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service.

Section 6. Sound Devices. No exterior speaker, horn, whistle, bell, or other sound device, which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon lands within Long Cove Club. The playing of loud music within any Family Dwelling Unit or from the balcony thereof shall be Offensive or Noxious behavior constituting a nuisance.

Section 7. Trespass. Whenever the Association is permitted by these Covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

Section 8. Parcels. No Residential Lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Beaufort County, except with the written consent of the Association. However, the Association hereby expressly reserves to itself, its successors or assigns, the right by mutual consent to re-plot any such lot or lots and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights-of-way, private roads, bridges, parks, recreational facilities and lots.

The provisions of this Section shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these Covenants. Consolidation of lots, as described above, must be approved by the Association, said approval to be granted in the Association's sole discretion upon such terms and conditions as may be established by the Association from time to time, including specific provisions for the payment of assessments.

Section 9. Bridges. The Association expressly reserves to itself, its successors and assigns, any other provisions in this Declaration notwithstanding, the right to build bridges, walkways, or fixed spans across any or all natural or man-made canals, creeks, bike paths, or lagoons in Long Cove Club. Nothing in this Section shall be construed as placing an affirmative obligation on the Association to provide or construct any such improvement.

Section 10. Repurchases. When any Residential Lot or Family Dwelling Unit within Long Cove Club is offered for sale by a property owner or successors in title to the Property Owner, the Association shall have the option to purchase such property at the price and on the terms of any bona fide offer for such property made in writing to the Property Owner at such time and submitted to the Association for verification. The Association shall have thirty (30) days after presentation of such offer to the Association to exercise this purchase option. If the Association shall elect to purchase such property, the transaction shall be consummated, subject to Membership approval, within sixty (60) days following delivery of notice by Association to the Property Owner of its decision to purchase. If the Association declines to exercise this option, it shall execute a Waiver of Repurchase Option, said Waiver to be an instrument prepared by the Association its successors or assigns, which shall also be executed by the Property Owner and prospective purchaser and be in recordable form.

Should, however, such sale to a third party not be consummated within six (6) months of the date of the offer transmitted to the Association, the terms and

limitations of this Section shall again be imposed upon any sale by the Property Owner.

Section 11. Ingress and Egress Roadways. The Property Owner, in accepting title to property conveyed subject to the covenants and restrictions of this Declaration, waives all rights of uncontrolled and unlimited egress and ingress to such property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Property Owner and successors in title) and agrees that such ingress and egress to its property may be limited to roads built by the Association.

The Association reserves the right for itself, its successors and assigns, but not the obligation, to (a) maintain guarded gates controlling access to such roads; (b) require payment of gate fees for use of such roads by Members of the general public including business invitees, except that (1) no such gate fee shall be applicable to any Property Owners, lessees, or tenants of Property Owners, nor shall the gate fee be applicable to any person who gives reasonable evidence satisfactory to entry guards that their entry into the premises of the Property Owner is with the specific permission of the Property Owner, or his duly authorized agent, provided, however, that this exception shall not apply to commercial or construction vehicles of any kind; (2) no such gate fee shall be applicable to guests of the Association; (c) determine in its sole discretion the types of vehicles that will be permitted access to the Property and use of such roads; provided, however, that the Association reserves the right to limit access to the Property to the Association Property Owners, lessees or tenants, and their guests and invitees.

Section 12. Multiple Ownership of Property. No Residential Lot or Family Dwelling Unit may be owned by more than three (3) Property Owners at one time. A corporation, partnership or limited liability company may own a Residential Lot or Family Dwelling Unit. Residential Lots and/or Family Dwelling Units shall not be used for the purpose of vacation time-sharing, interval ownership, and right to use programs or for the improper application of a Designated Member.

Section 13. Rental of Properties. No Family Dwelling Unit shall be rented or leased by the Property Owner thereof for a period of less than six (6) consecutive months without the express written permission of the Association. If such a Family Dwelling Unit is rented or leased, it shall be for use by a single family in accordance with the definition of Family Dwelling Unit. A copy of the rental or lease agreement shall be filed with the Association management and shall specifically prohibit sub-leasing or sub-rental by the lessee or renter and specifically indicate renter or lessee has no amenity privileges.

ARTICLE IV ARCHITECTURAL REVIEW BOARD AND ENVIRONMENTAL CONTROLS

Section 1. Architectural and Design Review

a. Purpose: In order to preserve the natural beauty of Long Cove Club and its setting, to maintain Long Cove Club as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of property, no building, fence or other structure shall be erected, placed or altered until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan and construction schedule shall have been approved in writing as hereinafter provided.

b. Objectives: Architectural and design review shall be directed towards attaining the following objectives for Long Cove Club:

1. Preventing excessive or unsightly grading, indiscriminate earth moving or clearing of property, removal of trees and vegetation, which could cause disruption of natural water courses or scar natural landforms.

2. Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Residential Lot and with surrounding Residential Lots and structures and does not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape.

3. Ensuring that the architectural design of structures and their materials and colors are aesthetically and visually harmonious with Long Cove Club's over all appearance, history and cultural heritage, with surrounding development, with natural landforms and native vegetations, and with development plans, officially approved by the Association or any governmental or public authority, if any, for the areas in which the structures are proposed to be located.

4. Ensuring the plans for landscaping provide aesthetically and visually pleasing settings for structures on the same lot and on adjoining or nearby lots, and blend harmoniously with the natural landscape.

5. Ensuring that any development, structure, building or landscaping complies with the provisions of these Covenants.

6. Promoting building design and construction techniques that respond to energy consumption and environmental quality consideration such as heat loss, air emissions, and run-off water quality.

c. Architectural Review Board.

1. The Association shall establish an Architectural Review Board (such board hereinafter referred to as the “ARB”) which shall consist of five (5) Members, all of whom shall be appointed by the Board of Directors of the Association. Each such Member shall be a Member of the Association. The regular term of office for each Member shall be three (3) years. Any Member may be removed with or without cause by the Board of Directors of the Association at any time by written notice to such appointee. A loss of Association Membership by an ARB Member shall be deemed an automatic resignation from the ARB. Furthermore, no ARB Member may continue to serve on the ARB should he or she become delinquent in the payment of Annual or Special Assessments, and such delinquency shall also be deemed an automatic resignation from the ARB. A successor or successors appointed by the Board of Directors of the Association to fill such vacancy shall serve the remainder of the term of the former Member.

2. The ARB shall select its own Chairman and in the Chairman’s absence, the Vice-Chairman shall be the presiding officer of its meetings. All meetings shall be held at least once in each calendar month or upon call of the Chairman; all meetings shall be held at Long Cove Club Administration Office or at such other places as may be designated by the Chairman. Three (3) Members shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the Members of the ARB shall constitute the action of the ARB on any matter before it. The ARB shall operate in accordance with its own rules of procedure, referred to as the Architectural Review Board Design Guidelines & Procedures. Said rules shall be filed with the Association and maintained in the records of the Association.

3. The ARB is hereby authorized to retain the services of one or more consulting architects, landscape architects, an ARB administrator and/or attorneys, who need not be licensed to practice in the State of South Carolina, to advise and assist the ARB in performing the design review functions herein prescribed. The individual or firm retained shall be determined by a majority vote of the ARB and the selection and compensation of such individual or firm is subject to the approval of the Board of Directors.

d. Architectural Review Board Responsibility and Authority.

1. Establish and implement procedures to assure that all construction, alterations, remodeling and landscape plans are completed and maintained in accordance with plans heretofore approved by the ARB.

2. Establish and publish from time to time uniform objective standards, including design and color standards in accordance with the Covenants.

3. Consult, cooperate and act jointly with various committees established by the Board of Directors of the Association.

e. Review and Approval of Plans for Additions Alterations or Changes to Structures and/or Landscaping.

No building, wall, fence, swimming pool, roof, exterior light or other structure or improvement of any kind shall be commenced or erected upon any Residential Lot or upon the exterior of any Family Dwelling Unit or upon the Common Properties or Open Spaces, nor shall any landscaping be done, other than routine upkeep, maintenance and /or restoration nor shall any addition to any existing building or alteration or change therein be made until the proposed building plans, specifications, (including height, materials, and exterior finish), plot plan, drainage plan, landscape plan, and construction schedule shall have been submitted to and approved by the ARB.

f. Submission, Approval and Refusal of Architecture, Siting, Landscaping and Other Building Plans.

Two copies of all plans and related data shall be furnished to the ARB. One copy shall be retained in the records of the ARB. The other copy shall be returned to the Property Owner marked "approved" or "disapproved". Approvals shall be dated and shall not be effective for construction commenced more than six months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within 30 days following receipt by the ARB of written request for approval, the provisions of this Section shall be thereby waived. Refusal of approval of plans, location or specification by the ARB shall be in the sole and absolute discretion of the ARB and may be based upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations, so long as such ground is not arbitrary and capricious. All review and approvals shall be on a case-by-case basis. An applicant receiving a negative decision from the ARB is advised to revise the submitted plans in accordance with the recommendations and resubmit them to the ARB for approval.

g. Disapproval of Submission by the ARB – Applicants Right to Appeal

In order to provide for further appeal, an Appeal Panel shall be established by the Board of Directors of the Association from time to time to hear Appeals from ARB decisions. If the applicant is unable to comply with the requirements of the ARB, the applicant may request a hearing before the Appeal Panel. The request must be made in writing and directed to the Chairman of the ARB. The Chairman of the ARB will then send written request to the President of the Association to convene a meeting of the Appeal Panel within fifteen (15) days of receipt of such request by the Chairman of the ARB. The Appeal Panel shall consist of three (3) Members to be appointed by the President of the Association according to procedures established by the Board of Directors of the Association from time-to-time. The Appeal Panel shall not include current Members of the ARB.

The Appeal Panel will conduct a review of the most recently disapproved plans of the applicant according to procedures established by the Board of Directors from time-to-time. All Appeal Panel Members must be present for a quorum. The majority votes of the Appeal Panel will carry a decision. All decisions of the Appeal Panel will be final. All costs and expenses incurred by the Appeal Panel shall be the responsibility of the applicant.

h. Application Fees and Compliance Deposits

The ARB shall establish and publish a Fee/Compliance Deposit Schedule that will include, but not be limited to, application fees or compliance deposits for new construction, major additions, tree and brush removal and repainting. Such Fee Schedule is designed to cover the expenses for reviewing plans and related data and to compensate any consulting architects, landscape architects or attorneys in accordance with subparagraph (c) (iii) above. Application Fees and/or Compliance Deposits established by these Covenants shall be in accordance with current ARB schedules as approved by the Board of Directors of the Association from time to time. The ARB shall have the right to adjust such Fees and/or Compliance Deposits not more than once in any subsequent twelve (12) month period.

i. Approval Not a Guarantee or Representation of Proper Design or Good Workmanship

No approval of plans, location or specifications, and no publication or architectural standards bulletins shall ever be construed as representing or

implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good workmanlike manner. Neither the Association nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted revised or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Property Owner shall have sole responsibility for compliance with approved plans and does hereby hold the ARB and the Association harmless for any failure thereof caused by the Property Owner's architect or builder. The Association reserves the right to prohibit the Property Owner's builder and/or general contractor from the site in the event it is determined that failure to comply with approved plans is determined to be intentional or due to gross negligence.

Section 2. Siting. To assure that buildings and other structures will be located so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the ARB reserves unto itself, its successors and assigns, the right to control and to decide solely (so long as (a) its decisions are not arbitrary and capricious and (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any building or structures on any property in Long Cove Club.

The location shall be determined only after reasonable opportunity is afforded the Property Owner to recommend a specific site. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Property. The Association thru the ARB reserves the right to have specimen trees preserved and that site planning provide for their preservation.

Section 3. Parking. Each Property Owner shall provide space for the parking of automobiles off public streets and community roads prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the ARB.

Section 4. Completion of Construction. The exterior of all houses and other structures must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Property Owner or builder due to strikes, fires, national emergency natural calamities or design complexities. Houses and

other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction the Property Owner shall require the contractor to maintain the Residential Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Property Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. Any damage to roads, bike paths, Common Properties or property owned by others caused by the Property Owner's contractor or other parties providing labor or services to the Property Owner shall be repaired by the Property Owner or by the Association at Property Owner's expense. The landscaping plan for all Family Dwelling Units and other structures must be completed within ninety (90) days of occupancy or substantial completion, whichever date shall first occur.

Section 5. Service Yards. Each Property Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties.

Plans for such visually screened area delineating the size, design, texture, appearance and location must be approved by the ARB prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

Section 6. Signs. No signs or ornaments shall be erected or maintained on the Property by anyone including, but not limited to, the Property Owner, a realtor, contractor or subcontractor, except with the written permission of the ARB or except as may be required by legal proceedings. If such permission is granted the ARB reserves the right to restrict size, color and content of such signs.

Section 7. Other Buildings and Vehicles. No mobile home, trailer, tent, barn, or other similar out-building or structure shall be placed on any Residential Lot at any time, either temporarily or permanently without prior approval from the ARB. No boats, boat trailers, campers, privately owned golf carts, motor cycles, motor bikes, recreation vehicles, trucks, or utility trailers may be maintained on the Property, unless garaged, without prior written approval of the ARB.

Section 8. Unsightly Conditions. It shall be the responsibility of each Property Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly or unkempt condition of buildings or grounds on his property either before, during

or after construction, nor to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 9. Lights. The design and location of all exterior lighting fixtures shall be subject to the approval of the ARB. Neither these nor any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structures or grounds of any Residential Lot or Family Dwelling Unit shall be located, directed, or of such intensity to affect adversely the night-time environment of any adjacent property.

Section 10. Water and Sewage. No private water wells may be drilled or maintained on any Residential Lot so long as the Association or a public service district or other governmental unit, its successors and assigns has installed a water distribution line within 100 feet of such property with average daily water pressure in such line adequate for the normal household use in dwellings served by such distribution line.

Section 11. Antennas. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of property within Long Cove Club, nor radio, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Family Dwelling Unit or Residential Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties, except as follows:

- a. The provisions of this Section shall not prohibit the Association from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within Long Cove Club; and
- b. Should cable television services be unavailable and good television reception not be otherwise available, a Property Owner may make written application to the ARB for permission to install a television antenna, satellite dish and such permission shall not be unreasonably withheld.
- c. No Direct Broadcast Satellite Receiver (“DBSR”) units may be installed without prior approval of the ARB.

Section 12. Building Height. No structure shall be constructed which has a height exceeding three (3) stories. The third story of a three-story home shall be located in the attic above the first two floors. The garage area below the flood zone regulation height shall not be considered a story.

Section 13. Topography and Vegetation. Topographic and vegetation

characteristics of a Residential Lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the ARB. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of this Declaration.

Section 14. Tree Removal. No trees, bushes, or underbrush of any kind may be removed without the written approval of the ARB.

Section 15. Certain Controls. To implement effective and adequate erosion control and protect the beauty of the Property, the Association, its successors, assigns, and agents shall have the right to enter upon any property before or after a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided, however, that prior to exercising its right to enter upon the properties for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices, the Association shall give the Property Owner the opportunity to take any corrective action required by giving the Property Owner notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by such Property Owner. If the Property Owner fails to take the corrective action specified immediately, the Association may then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Association, their successors or assigns, on an improved property, shall be paid by the Property Owner thereof.

To implement effective insect, reptile and woods fire control, the Association, its successors, assigns, and agents have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented. In any case which, in the opinion of the Association, detracts from the overall beauty, setting and safety of Long Cove Club, the Association, its successors, assigns, and agents shall have the aforementioned rights of entry, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, removing trash, draining standing water or dispensing pesticides.

The cost of this vegetation, trash and drainage control shall be kept as low as reasonably possible and shall be paid by the respective Property Owner. Such entry shall not be made until thirty (30) days after such Property Owner has been notified in writing of the need of such work and unless such Property Owner fails to perform the work within said thirty (30) day period.

The provisions of this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any property, to provide garbage or trash removal services, to perform any grading or landscaping work, construct or maintain erosion prevention devices, or storm drainage improvements, or to provide water pollution control on any privately owned property.

Entrance upon property pursuant to the provisions of this Section shall not be deemed a trespass.

The rights reserved unto the Association in this Section shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of this Declaration. In the event the Property Owner does not pay the costs incurred by the Association, as authorized herein, the Association shall have the same collection rights and remedies as set forth for the collection of delinquent assessments.

Section 16. Environmental Hazards. To secure the natural beauty of Long Cove Club, the Association, its successors or assigns may promulgate and amend from time to time rules and regulations which shall govern activities which may, in its judgment, be environmentally hazardous, such as the application of fertilizers and pesticides and other chemicals. Failure of any Property Owner or tenant of property in Long Cove Club to comply with the requirements of such rules and regulations shall constitute a breach of these Covenants.

The Association hereby reserves unto itself, its successors, assigns, and agents a perpetual, alienable and releasable easement and right on, over and under all property in Long Cove Club for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Association shall be paid by the respective Property Owner of the property upon which the work is performed.

Section 17. Further Siting Authority. To prevent excessive "run-off" or drainage resulting from any improvements to residential lots, the Association hereby reserves to itself, its successors and assigns the right to establish a maximum percentage of property, which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage the Association shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this nor any other right reserved herein by the Association shall be construed, however, to be an obligation of the Association to take any action.

Section 18. Erosion in Open Spaces and Common Properties. The

Association, its successors and assigns shall have the right, but shall not be obligated, to protect all Open Space and Common Properties from erosion, by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Association. The right is likewise reserved to the Association to take steps necessary to provide and insure adequate drainage ways in Open Space, to cut fire breaks, and to remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services is to be paid by assessments of the Property Owners in accordance with the provisions of Article VIII of this Declaration.

Section 19. Standard of Reasonableness. The rights reserved unto the Association in this Article shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of this Declaration.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Property Owner shall be a Member of the Association, provided, however, that in the case of multiple ownership of any Residential Lot or Family Dwelling in Long Cove Club, there shall be a maximum of one (1) Member. In the event of such multiple ownership of any kind, including by a partnership or corporation, the name of the Property Owner designated as Member shall be submitted in writing to the Association on or before January 1st of each year and only the Designated Member shall be entitled to access the Recreational Amenities as a Member of the Association for that year. The Association has adopted, and may amend from time to time, a Statement of Policy concerning the application, qualification and the Membership rights of proposed or current Designated Members. The Association may deny Membership to any Property Owner if evidence of ownership is not in compliance with the Covenants as adopted herein or in compliance with such Statement of Policy. In the case of multiple ownership, to be a Designated Member, the Board will promulgate the necessary designation form, which must be properly submitted by the Property Owner and the Board, in its sole discretion, shall decide to accept or reject the Designated Member and the Board's decision shall be final. Remaining Property Owners shall be entitled to access only in accordance with rules and regulations established by the Association, for guests. If no designation of a Member is made by the multiple owners, corporation or partnership all such Property Owners shall be required to pay such user fees as may be established by the Association.

Section 2. Voting Rights. A Member shall be entitled to one vote for each

Family Dwelling Unit and /or Residential Lot provided, however, a Member casting a vote representing a Family Dwelling Unit shall not be entitled to cast an additional vote for the Residential Lot upon which said Family Dwelling Unit is situated. In the event of multiple ownership of any kind, including by a partnership or corporation, the name of the Property Owner designated, as Member shall be entitled to cast a vote.

Section 3. Voting Procedures. A Member may vote and transact business at any meeting of the Association by written, facsimile transmitted, mailed or electronically transmitted ballot, in person or by proxy authorized in writing.

Section 4. Members to Have Power of Referendum. Where specifically provided herein, the Members, or some specific portion thereof, shall have the power to approve or reject certain actions proposed or require certain actions to be taken by the Association by Referendum including but not limited to the levy by the Association of any Special Assessment, or changes to the Capital Assessments, or the addition or deletion of functions or services which the Association is authorized to perform. In the event a majority, or more, of the votes actually returned to the Association within the specified time shall be in favor of such action, the Referendum shall be deemed to “pass” and the action voted upon will be deemed to have been authorized by the Members; provided however, that if a higher percentage vote required to “pass” shall be specifically expressed herein, that higher percentage shall control in that instance. The Board of Directors may not undertake any action requiring a Referendum without complying with the provisions hereof.

Members may, upon written application to the Secretary of the Association signed by fifteen percent (15%) or more Members, all of whom are in good-standing with the Association and represent fifteen percent (15%) or more properties, call for a meeting of the Membership to require the Association to take certain action by Referendum. The signed application submitted to the Secretary of the Association must state the issue(s), state the facts pertinent to the issue(s), and recommend alternative resolution(s). The Association shall within 10 days of receipt of such application, provide notice of a meeting to be called in accordance with the above. The notice of the meeting shall include a statement prepared by the Members requesting the meeting stating the reasons for the meeting

Section 5. Quorum Required for any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action, which is subject to a vote of the Members at an open meeting of the Association shall be as follows:

The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) percent of the total vote of the Membership of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject to the giving proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference hereafter to “votes cast at a duly called meeting” shall be construed to be subject to the quorum requirements established by this Section 5, and other requirements for such “duly called meeting” which may be established by the By-Laws of the Association. This provision shall not apply when the proposed action is an amendment of this Declaration and the quorum requirement established by Article XIII shall govern in that instance. For the purpose of this Section, “proper notice” shall be deemed to be given when given each Member not less than fifteen (15) days prior to the date of the meeting at which any proposed action is to be considered.

ARTICLE VI OPEN SPACE AND COMMON PROPERTIES

Section 1. Dedication of Open Space. In order to preserve and protect natural, scenic, historic and recreational resources, soils, wetlands, game and birds in evidence on the Property, the Association may designate lands and or ponds, lagoons, and other bodies of water to which it holds title as Open Space. Property designated as Open Space as of the date of this Amended and Restated Declaration is shown on the Special Warranty Indenture Deed from Long Cove Club Associates, L.P. to the Association dated July 27, 1987 in the office of the Registrar of Deeds for Beaufort County, Book 482 at page 1270. The Association will assume the obligations to maintain and protect such Open Space and any subsequent Open Space acquired or dedicated as such in a manner consistent with the overall development concept. Similarly, the Association may at any time designate certain Common Properties as Open Space and access to these Open Space areas may be opened to the general public, or be limited to the Property Owners, their tenants and guests. In addition, any Property Owner may designate, subject to the approval of the Board of Directors, as Open Space any property to which it holds title. No property shall be Open Space unless it is dedicated in the following manner:

It is described as such in a Declaration signed and formally executed by the title owner of records; and

Accompanied by a surveyor's plat reciting the number of square feet or acres of Open Space in the closed survey, both of which shall be recorded in the Office of the Clerk of Court for Beaufort County.

Section 2. Easements in Open Spaces. The Association reserves unto itself, its successors, assigns and agents a perpetual, alienable and releasable easement of right to go on, over and under the ground to erect, maintain and use electrical, cable television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other infrastructure, public conveniences or utilities in said Open Space areas and Common Properties. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Association further reserves to itself, its successors, assigns, and agents the right to locate wells, pumping stations, siltation basins and tanks within such Open Space areas and Common Properties including within the golf course. The Association reserves to itself, its successors and assigns the right to all subsurface minerals, elements, and objects found under Open Space or Common Properties and the right to remove minerals and fill dirt from all Open Space.

Section 3. Use of Open Space and Common Properties. The Association expressly reserves to itself, its successors and assigns, for so long as it retains ownership of any properties within Long Cove Club, every reasonable use and enjoyment of Open Space and Common Properties in a manner not inconsistent with the provisions of this Declaration including the use as sewage effluent spray areas and soil borrow pits.

Section 4. Affirmative Obligations of the Association. It is expressly understood and agreed that the granting herein of easements pertaining to Open Space and Common Properties and the reservation by the Association of rights pertinent thereto in no way places a burden of affirmative action on the Association and the Association is not bound to make any of the improvements noted herein, or to extend to any Property Owner any service of any kind, except as such may be consented to by the Association or the Property Owner, as the case may be.

Section 5. Offensive Materials in Open Space and Common Properties. No trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon Open Space or Common Property, except this provision shall not apply to any waste treatment facility established on the Property by the

Association.

Section 6. Member's Easements of Enjoyment in Open Space. Subject to the provisions of these Covenants, the rules and regulations of the Association, and any permitted fees or charges established by the Association, every Property Owner, and every tenant of six (6) months duration or longer, and guest of such Property Owner shall have a right of easement of enjoyment in and to the Open Space, and such easement shall be appurtenant to and shall pass with the title of every Residential Lot or Family Dwelling Unit. The privilege granted to guests and tenants, of six (6) months duration or longer of Property Owners, to use and enjoy the Open Space may be denied to or withdrawn from such guests or tenants by an affirmative vote of the Associations' Board of Directors.

Section 7. Common Properties. Subject to the provisions of these Covenants, the rules and regulations of the Association, and any charges established by the Association, every Member shall have a right and easement of enjoyment in and to any property previously or hereafter designated "Common Properties" pursuant to this Declaration and such easement shall be appurtenant to and shall pass with the title of every Residential Lot or Family Dwelling Unit, provided, however, that the privilege to use and enjoy the Common Properties may be denied to or withdrawn by the Association from such Member for violation of this Declaration, the rules and regulations and non-payment of assessments when due.

Section 8. Extent of Member's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

- a. The right of the Association, as set forth herein, to borrow money from any lender for the purpose of improving and/or maintaining the Open Space and Common Properties owned by the Association and providing services authorized herein and in aid thereof to mortgage said properties;
- b. The right of the Association by its Board of Directors, to dedicate or transfer to any public or private utility, utility easements on any part of the Open Space and Common Properties;
- c. The right of the Association to give or sell any part of the Open Space or Common Properties owned by the Association and including lease-hold interests, to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Association, subject to the most stringent quorum requirements established herein, and unless written notice of the meeting and the proposed agreement and the action

thereunder is sent to every Member of the Association at least thirty (30) days prior to such meeting. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Open Space or Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the Membership; and

- d. The right and easement of enjoyment to the Common Properties shall be limited to the Member, his or her spouse, children (under 18 or enrolled as a full time student younger than age 25) permanently residing with the Member and authorized guests.

ARTICLE VII BOARD OF DIRECTORS

Section 1. Board of Directors. The Association shall be governed by a Board of Directors consisting of nine (9) Members. The terms of the directors shall be staggered in accordance with the By-Laws of the Association. Each Member shall be entitled to as many votes as equals the number of Residential Lots and Family Dwelling Units which he, she or they own multiplied by the number of directors to be elected, and may cast all of such votes for any one director or may distribute them among the number to be voted for, or any two or more of them, as he, she or they may see fit, provided, however, that all votes must be cast in whole numbers and not fractions thereof. This right, when exercised, is termed "cumulative voting." In the event of corporate or other form of multiple ownership of property, only the Property Owner designated as Member, for purposes of this paragraph, shall be deemed to be Members of the Association so as to qualify as a director herein.

Section 2. Duties of the Board of Directors. The Board of Directors of the Association among other duties and responsibilities, shall be vested with the powers necessary to operate the Association, formulate rules and regulations, formulate governance principles, develop an annual budget and fix the amount of the Operating Assessment, subject to approval by the Members as herein provided, against each Residential Lot and Family Dwelling Unit and shall, at that time, direct the preparation of an index of the properties and assessments applicable thereto which shall be kept in the office of the Association and which shall be open to inspection by any Property Owner. Written notice of assessment shall thereupon be sent to every Property Owner subject thereto.

The Board of Directors shall not have authority to levy a Special Assessment or change the amount of the Capital Assessment, unless such Special Assessment or change in the Capital Assessment is approved by a Referendum relative

thereto as herein provided.

ARTICLE VIII ASSESSMENTS

Section 1. Payment of Assessments. The assessments described in this Declaration shall be due and payable to the Association, its successors or assigns and all rights hereby established on behalf of the Association, including the lien remedies, shall accrue to the benefit of the Association.

All funds necessary for the management, operation and maintenance of the properties, Common Properties, Open Space, including Recreational Amenities, shall be derived from the assessments levied hereunder and no other user fees, annual user dues, security fees, or maintenance fees shall be charged to the Member, his spouse and/or children, (under 18 or enrolled as a full time student younger than age 25), permanently residing with him or her, other than Initiation Fees as set forth in Section 7 below, and Club Charges as follows: ARB fees authorized pursuant to Article IV, golf cart fees, locker fees, golf bag storage fees, handicap processing fees, guest fees, food and beverage charges, retail sales, and mailbox.

Section 2. Creation of the Lien and Personal Obligations of Assessments. Each Property Owner of any Residential Lot or Family Dwelling Unit whether or not it shall be so expressed in any such deed or other conveyance agrees to all terms and provisions of this Declaration and to pay to the Association:

- a. Annual Operating Assessments and/or charges;
- b. Annual Capital Assessments and/or charges;
- c. Initiation Fees if applicable; and
- d. Special Assessments or charges for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The Annual Operating, Capital and Special Assessments and Club Charges, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment and charges, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the owner of such real property at the time when the assessment or charges first became due and payable. In the case of co-ownership of a Residential Lot or Family Dwelling Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 3. Purpose of Assessments. The annual assessments levied hereunder shall be used for the improvement, maintenance, management, enhancement, enlargement and operation of the Common Properties and Open Space, and to provide services which the Association is authorized to provide. In carrying out these duties, the Association may make payment of taxes and insurance thereon, make improvements on Open Space or Common Properties, pay the cost of labor, equipment, materials, management, supervision, accounting, and Member information services, maintain offices and equipment, repay any loans made to the Association, and take such other action as is necessary to carry out its authorized functions.

Section 4. Basis of Annual Operating Assessments. The Board shall establish the annual Operating Budget and the respective annual Operating Assessment. The annual Operating Assessment shall be determined by dividing the total anticipated Operating Expenses reflected by the Budget by the total number of Residential Lots or Single Family Dwellings subject as of the date the Budget was adopted. The Board shall submit the annual operating budget and annual Operating Assessment to the Membership for its approval, however the Board may bill and collect from the Membership an amount equal to 80% of the prior year annual Operating Assessment without the approval of the Membership. The annual Operating Assessment must receive the assent of a majority of the votes of the Members responding to a Referendum within thirty (30) days of mailing of the Referendum. Such Referendum shall include a statement prepared by the Directors of the Association favoring such assessment stating the reasons therefore, together with a statement prepared by dissenting Directors, if any.

Section 5. Annual Capital, Major Maintenance and Asset Replacement Assessment (herein after Capital Assessment). The annual Capital Assessment shall be \$1,300.00 (**See Second Addendum for Amendment**). Any change in the amount of the Capital Assessment must receive Board approval and the assent of a majority of the votes of the Members responding to a Referendum within thirty (30) days of mailing the Referendum. Such Referendum shall include a statement prepared by the Directors of the Association favoring such change stating the reasons therefore, together with a statement prepared by the dissenting Directors, if any.

The Capital Assessment and the total funds collected pursuant to this assessment, along with funds collected from Initiation Fees shall be maintained by the Association in a separate account (Capital Fund) not to be commingled with the general operating funds derived from assessments and user fees. The assessment revenue collected from the Capital Assessment and the Initiation Fees shall only be used for capital purchases, major maintenance, asset replacement, and debt reduction (including lease payments). Any expenditure

from these segregated funds in excess of \$150,000.00 for a single item or project must be approved by the Membership either as part of the annual budget or in a separate Referendum. Annually the Board shall submit to the Membership a plan of how funds from the Capital Fund will be expended.

Section 6. Special Assessments for Improvements and Additions. In addition to the annual Operating and Capital Assessments authorized herein, there may be, from time to time, a need for Special Assessments. Accordingly the Board may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any substantial construction or reconstruction, expected repair or replacement of a capital improvement of the Common Property, including the necessary fixtures and personal property related thereto or additions to the Common Property, or for other reasonable needs of the Club, provided that any such assessments shall have the assent of a majority of the votes of the Members responding to a Referendum within thirty (30) days of mailing the Referendum. Such Referendum to include a statement prepared by the Directors of the Association favoring such Special Assessment stating the reasons therefore, together with a statement prepared by the dissenting Directors, if any. Any such duly approved Special Assessment shall be prorated among Owners on the same basis as annual assessments.

Section 7. Initiation Fee.

On the closing of any sale on any Family Dwelling Unit or Residential Lot after July 1, 2008, the Initiation Fee will be modified as follows:

\$20,000 for a Family Dwelling Unit due at closing;
\$19,900 for a Residential Lot due at closing and an additional \$100 shall be paid when the Building Permit is issued.

No Initiation Fee is owed by a Property Owner who sells his property and buys a new property, provided there is no greater than 365 days interruption in ownership/membership. In the event a Property Owner acquires more than one Family Dwelling Unit or Residential Lot, the Owner shall pay the Initiation Fee for each additional Family Dwelling Unit or Residential Lot, which may be refunded if the original property is sold within 365 days or the owner becomes a single Property Owner.

No Initiation Fee is due upon any transfer by a Property Owner to his/her parents and/or children and/or as part of a bona fide estate plan. No part of the Initiation Fee will be refunded when a Property Owner sells his property except as noted in the prevailing paragraph.

Section 8. Quorum for any Action Authorized Under this Article. The quorum required for any action authorized to be taken by the Association Members under this Article shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Article, the presence at the meeting of Members or proxies entitled to cast sixty (60%) percent of the total vote of the Membership, shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast twenty-five (25%) of the total vote of the Membership of the Association.

Section 9. Due Date. The due dates for the various types of assessments shall be as follows:

- a. The annual Operating Assessment shall be made as of January 1 of each year and shall become due and payable thirty (30) days after January 1 of each year. The Operating Assessment may be paid in one payment, bi-annually, quarterly or monthly as the Board may determine, provided however, that the annual Operating Assessment shall be due and payable in full at least annually.
- b. The Annual Capital Assessment will be billed to the Membership in two equal installments as of January 1 and June 1 of each year and shall become due and payable thirty (30) days thereafter.
- c. Special Assessments shall be determined and billed in accordance with the provisions of the Special Assessment Referendum approved by the Membership for each Special Assessment.
- d. Initiation Fees are due and payable at the closing of any sale of improved or unimproved real property.

Section 10. Effect of Non-Payment of Assessments, Initiation Fees and Club Charges. If the assessments, initiation fees and/or club charges are not paid on or before the due date specified in Section 9 hereof, then such assessment, initiation fees and/or club charges shall become delinquent and shall, together with interest thereon at the rate of twelve (12%) percent per annum from the due date and cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessments, initiation fees and/or club charges are made, in the hands of the Property Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Property Owner at the time when the assessments, initiation fees and/or club charges first became due and payable shall remain his personal obligation and in the event of a sale, the purchaser

shall also be jointly and severally liable.

If the assessments, initiation fees and/or club charges are not paid within thirty (30) days after the due date, the Association may bring a collection action against the Property Owner personally and there shall be added to the amount of such assessments, initiation fees and/or club charges all the collection costs, interest as above provided, late fees if any and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage held prior to the Association filing a lien; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such Property Owner from liability for any assessments accruing after conveyance to the mortgagee or to a subsequent owner.

Section 12. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and furnish to each Member annual financial statements including a Balance Sheet, Statement of Operations and a Statement of Capital Fund Activity.

ARTICLE IX FUNCTIONS OF ASSOCIATION

Section 1. Ownership and Maintenance of Common Properties and Open Space. The Association is authorized to own and maintain Common Properties, Open Space, equipment, furnishings, and improvements devoted to the following uses:

- a. for roads or roadways throughout the properties;
- b. for sidewalks, walking paths or trails, bicycle paths, and bridle paths throughout the properties;
- c. for security and fire protection including security stations, maintenance building and/or guardhouses, security equipment, and fire stations and fire fighting equipment; and buildings used in maintenance functions.
- d. for providing any of the services which the Association is authorized to offer,
- e. for purposes set out in deeds or long-term leases by which Common Properties are conveyed or leased to the Association;
- f. for lakes, playing fields, tennis and golf facilities, historic parks, wildlife areas, fishing facilities, community dock facilities and other recreational facilities of any nature; community meeting facilities serving the properties.

Section 2. Ownership and Maintenance of Common Properties. The Association is authorized to own and maintain the Recreational Amenities within Long Cove Club, which shall include, but not be limited to, one 18-hole golf course, clubhouse, pool, tennis facilities, and boat docks.

Section 3. Services. The Association is authorized, but not required to provide the following services:

- a. cleaning-up, maintaining, landscaping, and lighting of all roads, parkways, lagoons, Open Spaces within the Property and also all public properties which are located within or in a reasonable proximity to the property;
- b. fire protection and security, including but not limited to the employment of security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Property, and assistance in the apprehension and prosecution of persons who violate the laws of South Carolina within the Property;
- c. garbage and trash collection and disposal;
- d. insect and pest control to the extent that it is necessary or desirable in the judgment of the Board of Directors of the Association to supplement the service provided by the State and local governments;
- e. the services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this Declaration;
- f. to take any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property;
- g. to conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;
- h. to provide safety equipment for storm emergencies;
- i. to construct improvements on Open Spaces for any of the purposes or as may be required to provide the services as authorized in this Article;
- j. to provide administrative services including but not limited to: legal, accounting and financial; and communication services informing Members of activities, Notice of Meetings, Referendums, etc., incident to the above listed services;
- k. to provide liability and hazard insurance covering improvements and activities on the Open Spaces, and Common Properties.
- l. to maintain, operate and govern the Common Properties on the Property including the promulgation of Rules and Regulations for the administration thereof.

Section 4. Obligation of the Association. The Association shall not be obligated to carry out or offer any of the functions and services specified or implied in this Declaration. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members.

Section 5. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the Property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association only in performing its authorized functions.

ARTICLE X SPECIAL RESTRICTIONS AFFECTING GOLF FAIRWAY RESIDENTIAL AREAS

Section 1. Landscaping. The landscaping plan for the areas of any Residential Lot or Family Dwelling Unit within fifty (50) feet of the boundary of the Residential Lot or Family Dwelling Unit line adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course superintendent, and all individual Residential Lot or Family Dwelling Unit landscaping plans must be approved by the Association, its agents, successors and assigns before implementation.

Section 2. Golf Course Maintenance Easement. There is reserved to the Association, its agents, successors or assigns, a "Golf Course Maintenance Easement Area" on each Residential Lot and Family Dwelling Unit adjacent to the fairways or greens of the golf course developed in Long Cove Club. This reserved easement shall permit the Association, its agents, successors and assigns, at its election, to go onto any property at any reasonable hour and maintain or landscape the Golf Course Maintenance Easement Area. Such maintenance and landscaping shall include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the Golf Course Maintenance Easement Area. This Golf Course Maintenance Easement Area shall be limited to the portion of such lots within thirty (30) feet of the lot line bordering the fairway, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such lot; provided, however, that the above described maintenance and landscaping rights shall apply to the entire Residential Lot until there has been filed with the Association a landscaping plan for such lot by the owner thereof, or alternatively, a Family Dwelling Unit constructed on the lot.

Section 3. Entry by Golfers. Until such time as a Family Dwelling Unit is constructed on a Residential Lot, the Association, its agents, successors or assigns, reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a lot to recover a ball without such entering being deemed a trespass. After a Family Dwelling Unit is constructed, such easement shall be limited to that portion of the Residential Lot included in the Golf Course Maintenance Easement Area, and recovery of balls only shall be permitted in such Easement Area.

Section 4. Prohibited Activities. Property Owners shall be obligated to refrain from any actions, which would detract from the playing qualities of the Long Cove Club golf courses or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a Property when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the Property under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

ARTICLE XI WATERFRONT AND WOODLAND AREAS

Section 1. Trust Property. The Association covenants and agrees that all lands located between the front property line of outer perimeter lots and the high water mark of any adjacent creek, canal or lagoon are for the use and benefit of the owners of waterfront or woodland area lots and will be designated as Open Space. The Association will not subdivide, sell, otherwise dispose of, nor permit the erection of any structure upon such trust property without the written permission of the owner of the one outer perimeter lot contiguous to and immediately behind such portion of the trust property involved; provided, however, that this covenant extends only to lands contiguous to and located on or fronting on water navigable at low tide except for structures constructed on Open Space by the Association for benefit of Property Owners.

Section 2. Maintenance of Docks. All Property Owners who construct or cause to be constructed docks and/or boat houses, where permitted, must maintain said structures in good repair and keep the same safe, clean and orderly in appearance at all times, and further agree to paint or otherwise treat with preservatives all wood or metal located above the high water mark, exclusive of pilings, and to maintain such paint or preservatives in an attractive manner. The Association shall be the sole judge as to whether the docks and/or boathouses are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards. When the Association notifies the

particular Property Owner in writing that said dock and/or boat house fails to meet acceptable, or legal standards, said Property Owner shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Association and that failing to so remedy such conditions, the Property Owners hereby covenant and agree that the Association may make the necessary repairs, but is not obligated to make such repairs or take such actions as will bring the said dock and/or boat house up to acceptable standards, all such repairs and actions to be at the expense solely of the lot owner in question.

Section 3. Trespass. Whenever the Association is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the property of any Property Owner, or on the easement areas adjacent thereto entering the property and taking such action shall not be deemed a trespass.

ARTICLE XII DURATION

Section 1. The covenants and restrictions of this Declaration, as amended shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or any Property Owner, their respective legal representatives, heirs, successors, and assigns, for a period of twenty-five (25) years from the date this Amended and Restated Declaration, as amended is recorded. Upon the expiration of said twenty-five (25) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if, during the last year of the initial twenty-five (25) year period, three-fourths (3/4) of the Members vote at a duly held meeting of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Member at least thirty (30) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be

recorded in the official real estate records for Beaufort County, South Carolina, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

ARTICLE XIII AMENDMENTS

Section 1. Procedures. The procedure for amendment shall be as follows: All proposed amendments shall be submitted to a vote of the Members at a duly called meeting of the Association and any such proposed amendment(s) shall be deemed approved if three-fourths (3/4) of the votes cast at such meeting at which such proposed amendment(s) is to be considered are in favor of the amendment(s). If any proposed amendment(s) to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the amendment(s), the effective date of the amendment(s) (which in no event shall be less than sixty (60) days after the date of the meeting of the Association at which such amendment(s) was adopted), the date of the meeting of the Association at which such amendment(s) was adopted, the date that notice of the such meeting was given, the total number of votes necessary to adopt the amendment(s), and the total number of votes cast against the amendment(s). Such Addendum shall be recorded in the official real estate records of Beaufort County, South Carolina.

Section 2. Quorum. The quorum required for any action authorized to be taken by the Association under this Section 1 shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Article, the presence at the meeting of the Members or proxies entitled to cast sixty percent (60%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast fifty (50%) percent of the total vote of the Association.

ARTICLE XIV NOTICES

Section 1. Procedure. Any notice required to be sent to any Member or Property Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of the person or entity who appears as owner in the public records of Beaufort County, South Carolina, on the first day

of the calendar month in which said notice is mailed.

Section 2. Multiple Owners. Notice to one of two or more co-owners of a Residential Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address.

Section 3. Transfer of Ownership. Any person who becomes an owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

ARTICLE XV ENFORCEMENT, SEVERABILITY AND INTERPRETATION

Section 1. Who May Enforce Generally. In the event of a violation or breach of any of the affirmative obligations or restrictions contained in this Declaration by any Property Owner or agent of such Property Owner, the Association or any other property owners or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach in any event.

Section 2. Enforcement. In addition to the foregoing, the Association or a Property Owner shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event.

In the event of any litigation, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs of such litigation. If the violation is not expeditiously terminated, the Association may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these covenants. Violators shall be obligated to reimburse the Association in full for all its direct and indirect costs, including but not limited to legal fees incurred by the Association in maintaining compliance with these covenants.

Section 3. Against whom May the Covenants Be Enforced. The obligations and benefits prescribed by the covenants shall run with the Property and shall be enforceable against the Long Cove Club Owners Association its successor or assign, and against any Property Owner or other person whose activities bear a relation to the Property when the aforesaid parties engage or engaged in activities (including omissions and failures to act) which constitute violations or attempts to violate or circumvent the covenants and restrictions set forth in this Declaration.

Section 4. Means of Enforcement. Enforcement of these Covenants shall be by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to create any lien created by these covenants.

Section 5. Severability and Rule Against Perpetuities. The invalidation by any court of any restrictions of these Covenants shall in no way affect any of the other restrictions; they shall remain in full force and effect. If any provisions of this Declaration would violate the rule against perpetuities of any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of the original Owners of Lots in the Property.

Section 6. Interpretation. In all cases, the provisions of this Declaration shall be given that interpretation of construction which, in the opinion of the Association, will provide the best effect toward the stated intents and purposes of the general plan of development of the Property. The provisions of these covenants shall be given full force and effect notwithstanding the existence of any zoning ordinance, which allows a less restricted use of the Property.

Section 7. Authorized Action. All action which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provided otherwise.

Section 8. Trespass. Whenever the Association is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

ARTICLE XVI TERMINATION OF ASSOCIATION

Section 1. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, and such adjudication occurs within ten (10) years of the date of recording this declaration, all Open Space and Common Properties belonging to the Association at the time of such adjudication shall be transferred to a Trustee

appointed by the appropriate court of Beaufort County, South Carolina, which Trustee shall own and operate said land for the use and benefit of owners within the Property as set forth herein.

THIS FIRST ADDENDUM TO THE SECOND AMENDED AND RESTATED COVENANTS AND RESTRICTIONS FOR LONG COVE CLUB SUBDIVISION, made this 11th day of December, 2015, by LONG COVE CLUB OWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Long Cove Club Owners' Association, Inc. adopted that certain Second Amended and Restated General Declaration for Long Cove Club Subdivision and Provisions for the Long Cove Club Owners Association, Inc. recorded February 14, 2012, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 03119 at Pages 03245-03284 and rerecorded on May 9, 2012, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 03141 at Pages 2283-2324 (hereinafter referred to as the "Covenants"); and

WHEREAS, the Covenants and the Amendments subject the property commonly known as Long Cove Club Subdivision and more particularly described therein (the "Property") to certain covenants, restrictions, easements, affirmative descriptions, charges and liens as therein described and every owner of any and all parts thereof; and

WHEREAS, a Meeting of the Members of the Association was properly called by notice dated September 25, 2015, and held on October 15, 2015, said meeting having been adjourned due to lack of a quorum and reconvened with proper notice on October 16, 2015, pursuant to Article XIII, §2 of the Covenants; and

WHEREAS, there were 337 Members present in person or by proxy at the reconvened meeting on October 16, 2015, and Seventy Five (75%) percent thereof, 270 Members, cast votes to approve an amendment to the Covenants to recognize a Senior Legacy Membership.

NOW, THEREFORE, the Association hereby makes and declares this Addendum to the Second Amended and Restated General Declaration for Long Cove Club Subdivision and Provisions for the Long Cove Club Owners Association, Inc., such amendment to be effective sixty (60) days after the October 16, 2015, meeting date or December 17, 2015, and further declares that the property and such additions thereto shall be held, transferred, sold,

conveyed, given, purchased, leased, occupied, and used subject to the Covenants as herein amended and the Association further declares as follows:

Long Cove Club Owners Association, Inc. (“Association”) hereby amends Article I, Section 1(i), to read as follows:

(i)“Senior Legacy Member” or “Membership” shall mean a non-equity, non-voting member who no longer resides in Long Cove Club, but shall, at the discretion of the Board, continue to have social, pool and dining privileges as set forth in Article V, Section 6 of those Covenants; and

To reletter the remaining definitions in Article I, Section 1; and

Long Cove Club Owners Association, Inc. (“Association”) hereby amends Article V, Section 6, to read as follows:

Article V, Section 6. Senior Legacy Membership.

A Senior Legacy Membership may be extended by the Long Cove Club Owners’ Association, Inc.’s Board of Directors to a member over the age of 75 who previously resided in Long Cove Club for at least ten (10) consecutive years. The Senior Legacy Membership is a non-equity, non-voting membership. Senior Legacy Memberships are subject to rules and regulations formulated by the Long Cove Club Owners’ Association, Inc.’s Board of Directors, and subject to an annual fee, as amended from time to time.

(See third addendum for amendment)

THIS SECOND ADDENDUM TO THE SECOND AMENDED AND RESTATED COVENANTS AND RESTRICTIONS FOR LONG COVE CLUB SUBDIVISION AND PROVISIONS FOR THE LONG COVE CLUB OWNERS' ASSOCIATION, INC., made this _____ day of _____, 2016, by LONG COVE CLUB OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Long Cove Club Owners' Association, Inc. adopted that certain Second Amended and Restated General Declaration for Long Cove Club Subdivision and Provisions for the Long Cove Club Owners' Association, Inc. recorded February 14, 2012, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 03119 at Pages 03245-03284 and rerecorded on May 9, 2012, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 03141 at Pages 2283-2324 (hereinafter referred to as the "Covenants"); and

WHEREAS, the Covenants and the Amendments subject the property commonly known as Long Cove Club Subdivision and more particularly described therein (the "Property") to certain covenants, restrictions, easements, affirmative descriptions, charges and liens as therein described and every owner of any and all parts thereof; and

WHEREAS, Long Cove Club Owners' Association, Inc. adopted that certain First Addendum to the Second Amended and Restated Covenants and Restrictions for Long Cove Club Subdivision and Provisions for the Long Cove Club Owners' Association, Inc., recorded December 16, 2015, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 3449 at Pages 1705-1708; and

WHEREAS, a Meeting of the Members of the Association was properly called by notice dated April 6, 2016, and held on May 6, 2016; and

WHEREAS, pursuant to Article XIII, §1, the Covenants may be amended if three-fourths (3/4) of the votes, or 257 votes, cast at such meeting at which a quorum is present are in favor of the amendment; and

WHEREAS, there were 495 Members present in person or by proxy at the meeting on May 6, 2016, and more than Seventy Five (75%) percent thereof, 269 Members, cast votes to approve with 226 votes cast against, an amendment to the Covenants.

The recitals set forth above are incorporated herein by reference.

NOW, THEREFORE, the Association hereby makes and declares this Second Addendum to the Second Amended and Restated General Declaration for Long Cove Club Subdivision and Provisions for the Long Cove Club Owners' Association, Inc., such amendment to be effective January 1, 2017, and further declares that the property and such additions thereto shall be held, transferred, sold, conveyed, given, purchased, leased, occupied, and used subject to the Covenants as herein amended and the Association further declares as follows:

Long Cove Club Owners' Association, Inc. ("Association") hereby amends the first sentence of Article VIII, Section 5, to read as follows:

The annual Capital Assessment shall be \$1,850.00.

THIS THIRD ADDENDUM TO THE SECOND AMENDED AND RESTATED COVENANTS AND RESTRICTIONS FOR LONG COVE CLUB SUBDIVISION AND PROVISIONS FOR THE LONG COVE CLUB OWNERS' ASSOCIATION, INC., made this _____ day of _____, 2016, by LONG COVE CLUB OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Long Cove Club Owners' Association, Inc. adopted that certain Second Amended and Restated General Declaration for Long Cove Club Subdivision and Provisions for the Long Cove Club Owners' Association, Inc. recorded February 14, 2012, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 03119 at Pages 03245-03284 and rerecorded on May 9, 2012, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 03141 at Pages 2283-2324 (hereinafter referred to as the "Covenants"); and

WHEREAS, the Covenants and the Amendments subject the property commonly known as Long Cove Club Subdivision and more particularly described therein (the "Property") to certain covenants, restrictions, easements, affirmative descriptions, charges and liens as therein described and every owner of any and all parts thereof; and

WHEREAS, Long Cove Club Owners' Association, Inc. adopted that certain First Addendum to the Second Amended and Restated Covenants and Restrictions for Long Cove Club Subdivision and Provisions for the Long Cove Club Owners' Association, Inc., recorded December 16, 2015, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 3449 at Pages 1705-1708; and

WHEREAS, Long Cove Club Owners' Association, Inc. adopted that certain Second Addendum to the Second Amended and Restated Covenants and Restrictions for Long Cove Club Subdivision and Provisions for the Long Cove Club Owners' Association, Inc., recorded November 4, 2016 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Deed Book 3527 at Pages 2276-2278; and

WHEREAS, a Meeting of the Members of the Association was properly called by notice dated September 1, 2016, and held on September 29, 2016, said meeting having been adjourned due to lack of a quorum and reconvened with proper notice on September 30, 2015, pursuant to Article XIII, §2 of the Covenants; and

WHEREAS, pursuant to Article XIII, §1, the Covenants may be amended if three-fourths (3/4) of the votes, or 213 votes, cast at such meeting at which a quorum is present are in favor of the amendment; and

WHEREAS, there were 317 Members present in person or by proxy at the reconvened meeting on September 30, 2016, and more than Seventy Five (75%) percent thereof, 292 Members, cast votes to approve the Amendment to the Covenants, with 24 votes cast against, and one unmarked.

The recitals set forth above are incorporated herein by reference.

NOW, THEREFORE, the Association hereby makes and declares this Third Addendum to the Second Amended and Restated General Declaration for Long Cove Club Subdivision and Provisions for the Long Cove Club Owners' Association, Inc., such amendment to be effective sixty (60) days after the September 30, 2016, meeting date or December 1, 2016, and further declares that the property and such additions thereto shall be held, transferred, sold, conveyed, given, purchased, leased, occupied, and used subject to the Covenants as herein amended and the Association further declares as follows:

Long Cove Club Owners' Association, Inc. ("Association") hereby amends Article I, Section 1(i), to read as follows:

(i) "Senior Legacy Member" or "Membership" shall mean a non-equity, non-voting Member who is no longer a Member of the Association, but who shall, at the discretion of the Board, continue to have social, pool and dining privileges as set forth in Article V, Section 6; and

Long Cove Club Owners' Association, Inc. ("Association") hereby amends Article V,

Section 6, to read as follows:

Article V, Section 6. Senior Legacy Membership.

A Senior Legacy Membership may be extended by the Long Cove Club Owners' Association, Inc.'s Board of Directors to a Member over the age of 75 who was previously a Member of the Association in good standing for at least ten (10) consecutive years. The Senior Legacy Membership is a non-equity, non-voting Membership. Senior Legacy Memberships are subject to rules and regulations formulated by the Long Cove Club Owners' Association, Inc.'s Board of Directors, as amended from time to time.

Updated 2/24/2017