

EXHIBIT "D"

OWNERS' COVENANTS AND USE RESTRICTIONS

1. Requirement of Residences. All residential structures constructed on a Unit will be designed and constructed in compliance with the requirements of the Building Code of Charleston County, and/or such other political subdivision with jurisdiction thereof.

2. Clotheslines. No outdoor clotheslines or other outdoor clothes drying apparatus shall be located upon a Unit.

3. Antennas. No television antenna, radio receiver, or other similar device will be attached to or installed on any portion of the Development, except as required by the Telecommunications Act of 1996 and implementing rules therefor issued by the Federal Communications Commission and by the Association in conformity with rules or guidelines of the Federal Communications Commission; provided, however, the Declarant and the Association will not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development.

4. Signs. Except as may be required by law or by legal proceedings, no signs or advertising posters of any kind, including, but not limited to, "For Rent," "For Sale," and other similar signs, shall be erected by an Owner, the Association, or any agent, broker, contractor or subcontractor thereof, nor shall any sign or poster be maintained or permitted on any window or on the exterior of any improvements or on any unimproved portion of property located within the Development, without the express written permission of the LDC. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the LDC and may be arbitrarily withheld. Notwithstanding the foregoing, these restrictions shall not apply to the Declarant or to any person having the prior written approval of the Declarant. In addition, the Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas in accordance with architectural design standards adopted therefor by the LDC and approved by governmental authority with jurisdiction thereof.

(a) Display of American Flag. Pursuant to the provisions of South Carolina Code Section 27-1-60, no covenant, restriction, rule or regulations shall be adopted or applied which may preclude the display of one portable United States flag by any Owner or by a tenant of Owner, provided such display shall be undertaken in a respectful manner consistent with 36 U.S.C. Sections 171-178, as amended.

5. Pets. No animals, livestock or poultry of any kind will be raised, bred or kept on any part of the Development, except that dogs, cats or other normal household pets may be kept by the respective Owners inside their respective Units provided that (i) the Board of Directors may, in its sole discretion, establish by rule that dogs of a certain breed are potential hazards to the Regime and its occupants, such as those known as Pit Bulls, Rotweillers, Dobermans, Chows and German Shepards, and are deemed not to be normal household pets; (ii) the Board of Directors may establish reasonable rules and regulations to insure that all permitted pets are properly licensed and inoculated for rabies and such other disease for which inoculation is customary for that breed of pet; (iii) an Owner execute a written indemnification and hold harmless agreement in favor of the Regime and the Regime's management company, in form and content satisfactory to counsel for the Board, prior to bringing the Owner's pet upon the Property; and (iv) permitted pets are not kept, bred or maintained for any commercial purpose and do not create any health hazard or, in the sole discretion of the Board of Directors, unreasonably disturb the peaceful possession and quiet enjoyment of any other portion of the Project by other Owners and lessees of Owners, their

families, invitees and guests. Pets shall be kept on a leash at all times when outside of a Unit, and the Owner shall clean up after his or her pet.

6. Nuisances. No rubbish or debris of any kind will be dumped, placed, or permitted to accumulate upon any portion of the Development, nor will any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities will not be carried on in any part of the Development, and the Association and each Owner and Occupant will refrain from any act or use which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the Occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, will be located, used, or placed within the Development, except as may be permitted pursuant to terms, conditions, rules and regulations adopted therefor by the Board of Directors. Any Owner or Occupant who dumps or places any trash or debris upon any portion of the Development will be liable to the Association for the actual costs of removal thereof plus an administrative fee of \$100.00, or such other sum set therefor by the Board as a recoupment of administrative costs in administering the cleanup and notices to the Owner and Occupant, and such sum will be added to and become a part of that portion of any Assessment next becoming due to which such Owner and his property is subject.

7. Owner's Landscape Maintenance Between Unit Line and Adjacent Sidewalk. Each Owner will be responsible for maintaining on a regular basis the landscaping, if any, and ground cover along the right-of-way to the sidewalk bordering the Owner's Unit, whether or not such area is a part of the Owner's Unit. Each Owner will perform such maintenance within the right-of-way immediately adjacent to a Unit's Unit line to the sidewalk, and will be of such quality of maintenance as is required to maintain a Development consistency in appearance and cleanliness. An Owners responsibility under this Section to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his Unit or whether or not the Owner permanently resides in the Development. Pursuant to Section 7.2(a) of the Declaration, the Association is responsible for landscape maintenance of the area between the sidewalk and curb.

8. Owner's Landscape Maintenance Between Unit Line and Adjacent Critical Line. Each Owner will be responsible for maintaining on a regular basis the landscaping, if any, and ground cover along the edge of any marsh or wetland (above the Critical Line, from time to time existing) bordering the Owner's Unit, whether or not such area is a part of the Owner's Unit. Each Owner will perform such maintenance with such quality of maintenance as is required to maintain a Development consistency in appearance and cleanliness. An Owner's responsibility under this Section to provide regular maintenance will be fulfilled regardless of whether or not an Owner has constructed improvements upon his Unit or whether or not the Owner permanently resides in the Development.

9. Development, Sales and Construction Activities of Declarant. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, the Declarant and its agents, employees, successors, and assigns are permitted to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the development, completion, improvement, and sale of the whole or any portion of the Property, including, without limitation, the installation and operation of development, sales and construction trailers and offices, signs and models, provided that the location of any such trailers of any assignees of Declarant's rights under this Section are subject to Declarant's prior written approval. The right of Declarant to maintain and carry on such facilities and

activities will include specifically the right of Declarant to use Units as models and as offices for the sale or lease of Units and for related activities.

10. Use of Trademark. Each Owner and Occupant, by acceptance of a deed to any lands, tenements or hereditament within the Development hereby acknowledges that "Longborough" is a service mark and trademark. Each Owner and Occupant agrees to refrain from misappropriating or infringing this service mark or trademark.

11. Owner Recording Additional Restrictions on Property. No Owner may impose additional restrictive covenants on any lands within the Property beyond those contained in this Declaration without approval of the Declarant during the Declarant Control Period, and thereafter without consent of the Board of Directors. The Declarant may impose additional restrictive covenants on property then owned by the Declarant without the consent of any other Owner or the Association.

12. Assignment of Declarant's Rights to the Association. The Declarant reserves the right to assign to the Association, at its sole discretion, its rights reserved in this Declaration, including all rights set forth in this Exhibit "D". The Association hereby agrees to accept any and all assignments of rights hereunder, and no further action will be required by it.

13. Other Rights and Reservations.

THE OMISSION OF ANY RIGHT OR RESERVATION IN THIS ARTICLE WILL NOT LIMIT ANY OTHER RIGHT OR RESERVATION BY THE DECLARANT WHICH IS EXPRESSLY STATED IN OR IMPLIED FROM ANY OTHER PROVISIONS IN THIS DECLARATION.