

BEAUFORT COUNTY SC - ROD
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REC'D BY B BING RCPT# 133067
RECORDING FEES 13.00

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

DECLARATION OF COVENANTS

This Declaration of Covenants is made by Eldon M. Bright, ("Declarant") this 20th day of February, 2003.

WITNESSETH:

WHEREAS, Declarant owns certain real property containing 7.59 acres, more or less, situate in the Town of Bluffton, Beaufort County, South Carolina and being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Land"); and

WHEREAS, Declarant has filed a Subdivision Plat in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 92 at Page 53 entitled "Subdivision Plat of Bright Commercial Subdivision." ("Plat")

WHEREAS, in order to permit and facilitate the orderly use and development of the Land, Declarant wishes to establish a scheme of development for the Land and to impose the within restrictive covenants on the Land;

NOW, THEREFORE, Declarant herewith declares, covenants and subjects the Land to the following:

1. As used herein, the following words shall be defined as follows:
 - a. Land: The Land shall be all that certain real property more particularly described on Exhibit "A".
 - b. Lot: A subdivided portion of the Land which may not thereafter be subdivided without the written permission of Declarant.

c. Master Covenants: The within restrictive covenants as they may be amended from time to time as permitted herein.

d. Owner: The owner of any Lot other than Declarant.

e. Subordinate Covenants: Restrictive covenants separate from the Master Covenants which may be imposed on Lots by Declarant.

2. LAND USE: The Land may be used for any lawful purpose as permitted from time to time by applicable zoning and land use planning ordinances of Beaufort County and/or the Town of Bluffton.

3. UTILITIES: All utilities on the Land shall be located underground, unless the utility provider is prohibited therefrom by statute, rule or regulation. A buffer ranging from 10 to 50 feet around the perimeter boundary of the Land as shown on the Plat shall remain undeveloped but may be cleaned of underbrush and otherwise maintained by Lot Owners. Utility easements may be granted within the buffer and roads may be constructed across it.

4. ASSESSMENTS FOR COMMON EXPENSES: All Lot Owners will participate equally in the costs associated with drainage, the Detention Pond Easement, the Right-of-Way Easement, and the other common concerns within the subdivision, which amounts will be assessed by Declarant or his assignee on an annual basis or as necessary. Declarant shall send notice of assessment to each Owner who shall thereafter have 30 days to deliver payment to Declarant. In the event an Owner fails to do so, the unpaid assessment shall constitute a lien running with the land.

5. BUILDING RESTRICTIONS: No building on the Land shall have a height greater than 50 feet; there shall be only one free-standing sign pylon permitted for each Lot with a height not to exceed 50 feet; signs affixed to buildings shall not exceed 120 square feet and shall not extend above the roofline; exterior lighting systems shall be designed so that illumination does not constitute a hazard or nuisance to adjacent properties or roadways; Lots may not be subdivided except with the permission of Declarant, the granting of which may include the payment of additional consideration to Declarant; and construction of all improvements shall comply with building guidelines, if any, contained or set forth in the Master Covenants and in any Subordinate Covenants.

All buildings placed on the Land and all landscaping shall be constructed in a first class manner pursuant to plans approved by Declarant in accordance with the provisions hereof and which are consistent and compatible with the Development Standards for Beaufort County, South Carolina. Such approval shall be in the sole discretion of Declarant but not unreasonably withheld. All

buildings will be considered in the round, since buildings will be viewed from all sides (i.e., they cannot have a special treatment only on the front or entry, but an architectural concept must be consistent throughout). Buildings can be simple but interesting in form. The number of materials used for the exterior of all buildings shall be kept to a minimum. One of these materials will clearly have a dominant role. Buildings will be designed to appear substantial and in no way temporary in nature. Materials used should support this intent; e.g., brick, well-finished concrete (precast or poured in place), stucco, architectural block, wood, and glass. Any equipment placed or operated on the exterior of any structure, including air conditioning and heating units, must have appropriate screening of said equipment which is designed to blend with the building architecture. All flues, vents, downspouts, and other appurtenances will be considered as part of the total architectural concept. The enclosure treatment of these elements will be indicated on elevations and plans. Material, color and all other pertinent information will also be specified.

6. RIGHT OF REPURCHASE: If an Owner should receive an offer to purchase his Lot, it shall be offered for sale to the Declarant at the same price and terms at which the highest bona fide offer has been made for the Lot and with full disclosure of the intended purchaser; and the Declarant shall have thirty days within which to exercise its option to purchase said Lot at this price; and should the Declarant fail or refuse, within thirty days after receipt of written notice of the price and the terms of sale to exercise its option to purchase said Lot at the offered price and upon the offered terms, then the Owner shall have the right to sell said Lot subject however to all covenants and conditions and restrictions herein contained and at the exact price and terms submitted to the Declarant.

7. ASSIGNMENT OF DECLARANT RIGHTS: Declarant may assign all of the Declarant's rights and obligations contained herein to the Owners and the Owners agree that they will accept such assignment, at any time during the effective period these covenants and thereafter, Declarant shall have no further obligation hereunder. As a part of such an assignment of rights and obligations, Declarant may choose to retain the Right of Repurchase contained in Section 7 hereof and the right to approve further subdivision and building plan approval contained in §6 hereof.

8. GENERAL PROVISIONS:

a. These Master Covenants shall constitute covenants running with the Land and shall be enforceable by Declarant and/or by any Owner and/or by their successors or assigns in title. To the extent provided herein, the Covenants set forth herein shall be binding upon the heirs, successors and assigns of Declarant and any Owner. All conveyances (including, without limitation, grants in fee simple, leases, easements, etc.) by any Owner or Declarant, shall be subject to these Master Covenants and be fully enforceable against the grantee of any such conveyance.

b. These Master Covenants shall not be construed or interpreted to obligate Declarant or impose on Declarant the affirmative obligation to develop the Land or any portion thereof or to use the Land or portion thereof for any particular use. Further, the election by Declarant to create a Lot or to sell a Lot to a third party or to develop a Lot shall not, and shall not be construed or interpreted to, obligate Declarant to develop such remainder or to use it for any particular purpose.

c. The remedy at law to recover damages for the breach, default or violation of any of the covenants contained herein may be inadequate, and any such breach, default or violation may also be enjoined by appropriate proceedings.

d. The result of every act or omission whereby any covenant herein is violated in whole or in part is hereby declared to be a nuisance, and every remedy against nuisance, either public or private, shall be applicable.

e. In the event any affected party institutes any action or suit to enforce these Master Covenants or to seek any remedy for their breach, the prevailing party in any such action or suit shall be entitled to recover court costs and reasonable attorney's fees.

f. The rights and remedies provided herein and/or by law shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude or affect the exercise, at the same or different times, of any other rights and remedies for the same or any different breach, default or violation. The failure of any party to enforce any of these Master Covenants shall not constitute a waiver of the right to enforce the same thereafter.

g. Unless terminated as otherwise provided herein, these Master Covenants shall continue from the date hereof until February, 2028. Notwithstanding anything herein to the contrary, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void or voidable for violation of the "rule against perpetuities" as applied in the State of South Carolina, such provision shall continue to be in effect only until twenty-one (21) years after the death of the last survivor of the now living descendants of the former President of the United States, George Bush.

h. These Master Covenants may be amended or terminated only by the recordation of a written amendment signed by Declarant and a majority (based on acreage of property owned) of the Owners, if any.

i. A determination by any court of competent jurisdiction that any portion of these Master Covenants is invalid or unenforceable shall not affect the validity or enforceability of any other portion of these Master Covenants.

j. These Master Covenants shall be governed by the laws of the State of South Carolina.

k. These Master Covenants shall not be deemed or interpreted to grant or provide any rights to the public, or to any person, party or entity other than as expressly and specifically set forth herein.

l. Nothing contained herein shall operate to prevent Declarant from recording additional covenants, conditions and restrictions against the Land, or Lots thereof, provided that such covenants, conditions and restrictions are supplemental and subordinate to, and not inconsistent with, these Master Covenants.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, Declarant has executed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lyce R. Karlman
Witness

Witness

Witness/ Notary


Eldon M. Bright

~~Eldon M. Bright~~

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

ACKNOWLEDGMENT

The undersigned notary public does hereby certify that Eldon M. Bright
 _____ personally appeared before me this day and acknowledged the due execution of the
 foregoing instrument.

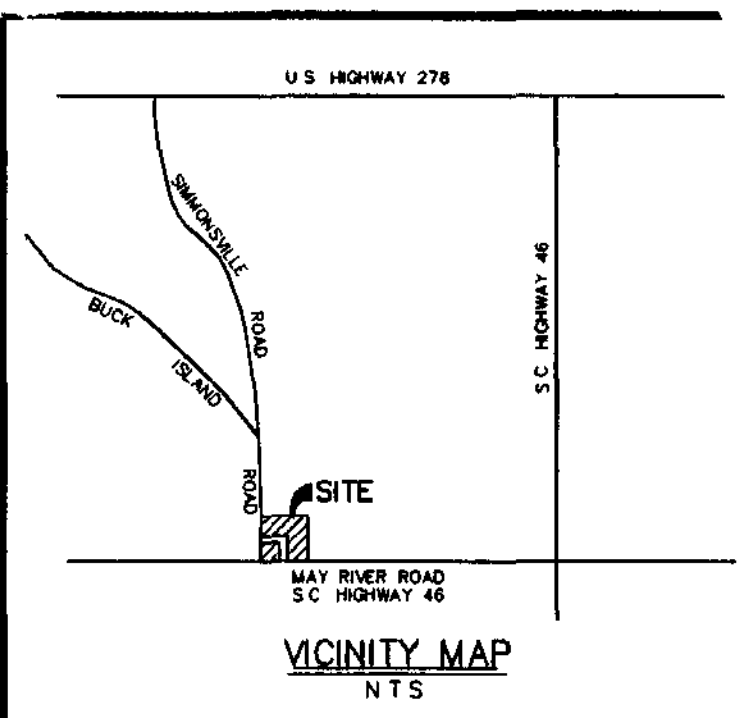
Witness my hand and official seal this the 20th day of February, 2003.

(3) [Signature]
Notary Public for South Carolina
My commission expires Oct 19, 2003

Exhibit "A"

ALL those certain pieces, parcels and lots of land situate, lying and being in Beaufort County, South Carolina, totaling 7.59 acres and identified as Lots 1, 2, 3, 4, 5, and Jennifer Court 50' Right of Way, on a Plat entitled "Subdivision Plat of Bright Commercial Subdivision May River Road (S.C. Highway 46) and Buck Island Road (S.C. Highway 29), a section of Bluffton Township, Beaufort County, South Carolina" prepared by Terry G. Hatchell of Surveying Consultants, SCRLS #11059, dated 5/2/02, last revised 3/18/03 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 92 at Page 53. For a more complete description of the Property as to metes and bounds reference may be had to said plat of record.

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AREA TABLE

LOT 1	1.78 Ac.
LOT 2	1.54 Ac.
LOT 3	1.86 Ac.
LOT 4	0.95 Ac.
LOT 5	0.76 Ac.
JENNIFER COURT R/W	0.71 Ac.
TOTAL	7.60 Ac.

BUCK ISLAND ROAD - 66' R/W
S.C. HIGHWAY 29

THE ROADS AND DRAINAGE SYSTEM FOR THIS COMMERCIAL SUBDIVISION SHOWN HEREON ARE DEDICATED TO BEAUFORT COUNTY FOR MAINTENANCE AND PUBLIC USE.

Eldon Bright
ELDON BRIGHT

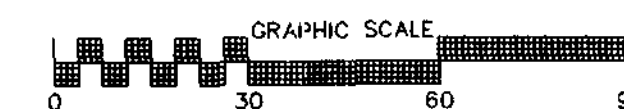
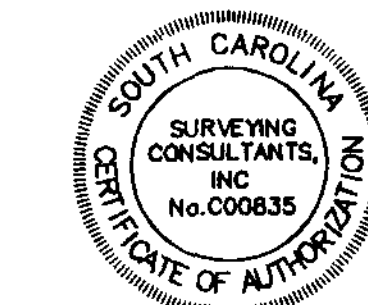
NOTES

- I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA. IT MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY. I SPECIFIED THEREIN, ALSO THERE ARE NO OBVIOUS, APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
- AS OF THE DATE OF THIS SURVEY THIS PROPERTY IS LOCATED IN ZONE C, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY HUD PANEL B3-D, COMMUNITY NO. 450023, MAP DATED 9/23/88, BASE ELEVATION 12.5. FLOOD HAZARD ZONE AND BASE ELEVATION SHOULD BE VERIFIED BY PROPER TOWN OR COUNTY BUILDING INSPECTIONS DEPARTMENT.
- BUILDING SETBACKS WHICH EXIST FOR THIS LOT, SHOWN OR NOT SHOWN ON THIS SURVEY, ARE EXPLAINED IN THE COVENANTS, EASEMENTS & SETBACKS SHOWN SHOULD BE VERIFIED THRU THE APPROPRIATE ARCHITECTURAL REVIEW BOARD OR BUILDING AGENCY.
- UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN.
- AFTER ROAD AND UTILITY CONSTRUCTION ALL CORNERS WILL BE SET WITH 1/2" IRON REBAR WITH CAP UNLESS NOTED OTHERWISE.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE REPORT.

REFERENCE PLATS

- BOUNDARY PLAT OF PARCEL 21, BLUFFTON TOWNSHIP, DATED 7/22/97, BY FORREST F. BAUGHMAN, S.C.R.L.S. NO. 4922, RECORDED P.B. 63, PG. 102, 1/12/98.
- PARCEL 20, BUCK ISLAND ROAD, BLUFFTON TOWNSHIP, BEAUFORT COUNTY, S.C., DATED 8/6/98, BY TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED P.B. 66, PG. 77.
- 0.221 ACRES, S.C. HWY 46, BRIGHT COMMERCIAL SUBDIVISION, BLUFFTON TOWNSHIP, BEAUFORT COUNTY, S.C., DATED 8/31/2000, BY TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED P.B. 83, PG. 29.
- BOUNDARY, ASHLUT, TREE & TOPOGRAPHIC SURVEY OF 6103 AC, S.C. HIGHWAY 46 & PARCELS 20A & 20B, SIMMONSVILLE ROAD, BLUFFTON TOWNSHIP, DATED 6/15/96, BY TERRY G. HATCHELL, S.C.R.L.S. NO. 11059.

PREPARED FOR: BRIGHT REALTY & DEVELOPMENT
TAX PARCEL ID NO. DIST R600-039-000-0020 & 0021-0000



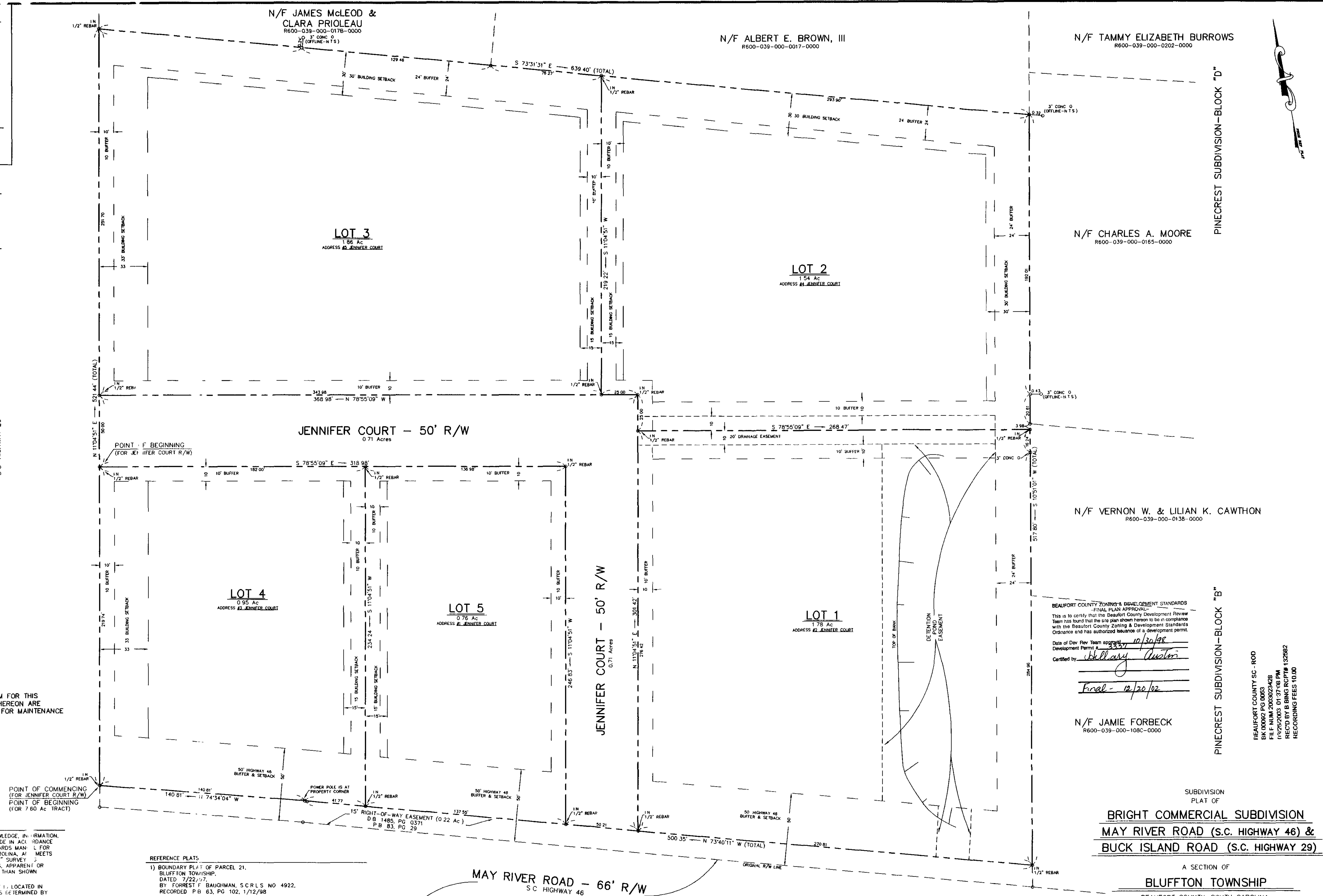
SCALE 1" = 30' DATE 5/2/02 JOB NO. 97383E-4
REVISED 3/18/2003 TO ADD JENNIFER COURT
RIGHT-OF-WAY AND TOP OF BANK
OF DETENTION POND



SURVEYING CONSULTANTS

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PINECREST SUBDIVISION-BLOCK "B"

PINECREST SUBDIVISION-BLOCK "D"

BEAUFORT COUNTY ZONING & DEVELOPMENT STANDARDS
-FINAL PLAN APPROVAL-
This is to certify that the Beaufort County Development Review Team has found that the site plan shown herein to be in compliance with the Beaufort County Zoning & Development Standards Ordinance and has authorized issuance of a development permit.

Date of Dev. Rev. Team meeting: 10/30/98
Development Permit No. 2337
Certified by: *William Austin*

Final - 12/20/02

N/F JAMIE FORBECK
R600-039-000-108C-0000

SUBDIVISION
PLAT OF

BRIGHT COMMERCIAL SUBDIVISION
MAY RIVER ROAD (S.C. HIGHWAY 46) &
BUCK ISLAND ROAD (S.C. HIGHWAY 29)

A SECTION OF
BLUFFTON TOWNSHIP
BEAUFORT COUNTY, SOUTH CAROLINA

BEAUFORT COUNTY SC - ROD
BK 00067 PG 0082428
FILE NUM 200002428
1/12/2004 PM 1:27:18 PM
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RECORDING FEES 10.00