

COUNTY Beaufort County  
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*Brighton Oaks*

HOMEOWNERS ASSOCIATION

**CONDITIONS and RESTRICTIONS**

**RECORDED:**

**BRIGHTON OAKS**

**HOMEOWNERS ASSOCIATION**

**CONDITIONS, RESTRICTIONS and AFFIRMATIVE OBLIGATIONS, ETC.**

**RECORDED:**

**STATE OF SOUTH CAROLINA DECLARATIONS OF COVENANTS, CONDITIONS and RESTRICTIONS**

**COUNTY OF BEAUFORT FOR BRIGHTON OAKS SUBDIVISION**

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (The "Declaration") made as of this 25 day of May, 2001, by and between May River, LLC. (Hereinafter referred to as "Declarant"), and any of all persons, firms or corporations hereafter acquiring any lots to which reference is made herein.

**WITNESSETH:**

WHEREAS, DECLARANT is the owner of a certain tract of real property comprising that residential subdivision located in Beaufort County, South Carolina, known as Brighton Oaks and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, Declarant desires to establish a general plan of development as hereinafter set forth to restrict the use and occupancy of the Property for the protection of the lots shown on said plat (hereinafter the "Lots") and the future owners thereof.

NOW, THEREFORE, Declarant hereby declares that the Lots and other property comprising the Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements set forth in this Declaration which are for the purpose of protecting the value and desirability of such property, and which shall run with the Property and be binding on all parties owning any right, title or interest in and to said Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean that non-profit property owner's association formed for the purposes described herein, as well as its successors and assigns and referred to as Home Owners Association "HOA".

Section 2. "Common Areas" shall mean all real property owned by the Association or in regard to which the Association has been granted an easement, right of way or other right of access.

Section 3. "Declarant" shall mean and refer to May River, LLC, and any successor and/or assignee.

Section 4. "Lot(s)" shall mean and refer to any parcel of land with delineated boundary lines and enumerated Lot numbers, shown upon the above-mentioned recorded subdivision map of the Property. In the event, any Lot is increased or decreased in size by re-subdivision, through recordation of new subdivision plats, any such newly platted lot shall thereafter constitute a Lot for any purpose of this Declaration.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more person or entity, of a fee simple title to any Lot which is a part of the Property, including contract sellers and owners of an equity of redemption, but excluding those having such interest in a Lot solely as security for the performance of an obligation.

Section 6. "Plat" shall mean and refer to that certain plat of the Brighton Oaks Subdivision, Phase 1, a/k/a the "Existing Property" as recorded in Plat Book 76 at Page 146 in the Beaufort County, South Carolina, Register of Mesne Conveyances and to plats similarly recorded of any additional property.

Section 7. "Property" shall mean and refer to the "Existing Property" described in Article II, Section 1, hereof and any additions thereto, as are or shall become subject to this Declaration by amendment hereto being any Supplemental Declarant under the provision of Article II hereof.

## **ARTICLE II**

### **Property Subject to This Declaration**

Section 1. Existing Property. The real property which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration, irrespective of whether there may be additions thereto as hereinafter provided is located in Beaufort County, South Carolina, and is more particularly described on Recorded Plat as referenced in Article 1, Section 6.

Section 2. Additions to Existing Property.

a. Additional Property ("Additional Property") adjacent or adjoining or within proximity of the Existing Property may be brought within the scheme of this Declaration by Declarant or its successor or assignee in future stages of development; provided, however, that said annexations, if any must occur within fifteen (15) years after the date of filing of this Declaration in the office of the Register of Deeds for Beaufort County, South Carolina. Declarant shall not be obligated to subject any additional property to this Declaration.

b. The additions authorized under subsection (a) above shall be made by filing an Amended or Supplemental Declaration of Covenants, Conditions and Restrictions and Affirmative Obligations, etc. with respect to the additional property in the Beaufort County, South Carolina, Office of the Register of Mesne Conveyances, which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions and obligations set forth herein.

**Section 3. Adjustment of Common Areas.**

a. Declarant has the right to adjust the size and shape of the common areas to the benefit of an individual Lot within the code requirements of Beaufort County.

b. The adjustments authorized under subsection (a) above shall be made by filing a Plat Revision in the Beaufort County, South Carolina, Office of the Register of Mesne Conveyances, which shall amend the scheme of this Declaration to such properties and thereby subject such adjustments to the benefits, agreements, restrictions and obligations set forth herein.

**ARTICLE III  
Membership, Control and Voting Rights of the Association**

**Section 1. Membership.** Every Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to title to each of the Lots and may not be separated therefrom.

**Section 2. Classes of Lots.** The voting rights of the Membership shall be appurtenant to the ownership of the Lots. There shall be two classes of Lots with respect to voting rights:

(a) **Class A Lots.** Class A Lots shall be all Lots except Class B Lots as defined in the immediately following subparagraph. Each Owner of a Class A lot shall be entitled to one (1) vote within the Association. In the case of a Lot owned by more than one person (exclusive of the Owners of leasehold or security interest) each such owner shall be a member of the Association, and joint owners of such a Lot may determine among themselves how the vote appurtenant to the ownership of such Lot may be cast, but in no event shall more than one (1) vote be cast in regard to any such Lot.

(b) **Class B Lots.** Class B Lots shall be all Lots owned by the Declarant. Each Class B Lot shall entitle the owner to fifty one (51) votes within the Association.

**Section 3. Amendment of By-Laws.** Notwithstanding the provisions of Section 2 above, so long as there shall be any Class B Lots in the Development, and unless the Declarant transfers or assigns the rights set forth in this Section 3 by an express amendment to this Declaration, the By-Laws of the Association may not be amended without the consent of the Declarant, and the Declarant shall have the right to appoint or remove any member of the Board of Directors of the

Association.

Section 4. Board of Directors. The Association shall be governed by a Board of Directors in accordance with the By-Laws.

**ARTICLE IV**  
**Covenant and Affirmative Obligation for Maintenance Assessments**

Section 1. Creation of Lien and Personal Obligation for Assessments.

a. The Declarant hereby covenants and agrees, and each Owner shall be deemed to covenant and agree by acceptance of a Deed to a Lot, whether or not such Deed shall expressly reimpose this Declaration, to pay to the Association annual assessments or charges and special assessments for capital improvements established and collected as hereinafter provided. Any such assessment or charge, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of each Owner at the time when the assessment falls due. The personal obligation for delinquent assessments or charges shall not pass to an Owner's successors in title unless expressly assumed by such successor.

b. Lien Imposition language is missing.

Section 2. Purpose of Annual Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Members, the enforcement of this Declaration and the By-Laws and the Rules of the Association, and in particular for the improvement and maintenance of the Common Areas and for providing the service and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the costs of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed, the procurement and maintenance of insurance in accordance with the By-Laws, the employment of attorneys, accountants and others to represent the association when necessary, and for such other needs as may arise.

Section 3. Maximum Annual Assessment.

(a) Beginning upon the conveyance of the first Lot by the Declarant to another Owner, the maximum annual assessment shall be \$500.00 for each Class A Lot and \$200.00 for each Class B Lot.

(b) The maximum annual assessment for Class A and Class B Lots established above may be increased, effective January 1 of each year, without a vote of the Membership, provided that such increase does not exceed twelve percent (12%) of the maximum annual assessment permitted in the previous calendar year.

(c) From and after January 1 of each year following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment for Class A and Class B Lots may be increased by the Board of the Association without limitation if such increase is approved by Members entitled to not less than two-thirds (2/3) of the votes appurtenant to the Class A and Class B Lots. Such voting may be represented in person or by proxy at a meeting duly called for this purpose.

(d) The Board of Directors may, without the approval of the Members, fix the annual assessments at amounts not in excess of the maximum herein stated.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area.

Section 5. Notice and Quorum for Any Members' Actions Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At such meeting, the presence of Members or of their proxies entitled to cast seventy-five percent (75%) of all votes appurtenant to the Lots shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called, subject to the same notice requirement, and if the same is called for a date not later than sixty (60) days after the date of the first meeting, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum for the preceding meeting.

Section 6. Date of Commencement of Annual Assessments. The Board of Directors shall fix the amount of the annual assessment against each Lot and the due dates therefore at least fifteen (15) days in advance of each calendar year. Written notice of such annual assessment and due date shall be sent to each Owner. The annual assessments provided for herein shall commence as to any Lot on the Date of conveyance of the Lot by the Declarant to the Owner and shall be payable in full (without proration) by the Owner at the closing of the conveyance of the Lot by the Declarant to the Owner, for the year in which the conveyance occurs. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum from the due date. In addition to such interest charge, the delinquent Owner shall pay such late charge as may have been theretofore established by the Board of Directors of the Association to defray the costs arising because of such late payment. The Association may bring an action at law or in equity against the Owner personally obligated to pay the assessment or to foreclose the lien against the Lot, and interest, costs and reasonable attorneys fees for such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise

escape liability for the assessments provided for herein by abandoning or transferring his Lot.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage of a Lot. Sale or transfer of any Lot pursuant under a first mortgage shall extinguish the lien of such assessment as to payments, which became due before such sale or transfer. No sale or transfer shall relieve the purchaser of such Lot from liability for any assessments thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any first mortgage as above provided.

## **ARTICLE V Amenities**

**Section 1.** The Declarant, HOA and any Owner of Lots herein included or extended to are responsible for and shall maintain the HOA amenities as described or added to Recorded Plat map denoted as amenity area for Brighton Oaks HOA recorded along with these Declarations, Conditions, Restrictions and Covenants. This is the responsibility of the Declarant as the first HOA President to appoint a committee for the operation and maintenance of these facilities to be named and made up as follows:

(a) The Declarant or HOA President and two or more Homeowners of the Association. This board can be expanded to a maximum of five (5) persons. This Amenity Control Committee will as part of its duties publish and ratify rules and regulation for the operation, care and safety these amenities by the Association. It will be responsible for establishing an annual budget and implementing the collection thereof for the benefit of the amenity area.

Responsibility of Amenity Control Committee (ACC) to maintain the HOA facilities from the dues in the highest quality to be expected under the circumstances it is also the responsibility of the ACC to make sure reserves in the budget are maintained for replacement and repair of the amenity areas. It is also on an annual basis for the ACC books to be certified by a registered CPA for the benefit of the Association. These books will be submitted to the HOA Board once a year to establish the accuracy of the accounts and to act as a guide for the new budget that will be presented each year for authorization of expenditures.

## **Architectural Control**

**Section 1. Architectural Control Committee.** No structures shall be erected, placed or altered on any Lot until the construction plans and specifications, site plans and color selections have been submitted to, and approved by Homeowners Association (hereinafter referred to as "HOA") and/or its assigns or designees acting by and through its Architectural Control Committee. In assessing such plans and specifications, HOA shall weigh the aesthetics of the quality of materials, harmony of external design and colors with existing structures, and location with respect to topography and finished grade elevations. The Architectural Control Committee shall be

composed of the HOA President, one HOA Board-approved builder and one Owner selected by the HOA Board. The recommendations and decisions of the Architectural Control Committee shall be binding and final. In absence of an Architectural Control Committee, the Declarant will act as the Architectural Control Committee.

Section 2. Extent of Control. No building, fence, wall, sidewalk, hedge, obstruction, driveway or other structure shall be commenced, erected, or maintained upon any Lot nor shall any exterior addition, change or alteration therein (including change of color) be made without the prior written approval of the Architectural Control Committee. The areas over which this Committee shall have control shall include, but shall not be limited to, the size and plan of any attached or unattached garage, the location and manner of construction of any driveway, swimming pool, utility building, patio, mailbox or other exterior of any structure and the location and type of any shrubbery. This Committee shall also have control over the removal of any tree over four inches in diameter from any Lot and no party shall grade, excavate or otherwise alter the topography of any Lot or remove any tree therefrom without obtaining the prior written approval of the Committee.

Section 3. Procedure. Any party requiring approval of any proposed improvements to any Lot shall submit to the Architectural Control Committee plans and specifications showing in such detail and manner as the Committee shall require the nature, shape, height, materials and location of any improvement. This Committee, in its sole and absolute discretion, may require that such plans and specifications show the location of the proposed improvements on the Lot. All decisions by the Committee shall be based on the Committee's discretionary determination as to whether any particular improvement is suitable and harmonious with the development of the subdivision. The Committee's approval or rejection of any plans or proposed improvements shall be in writing. Subsequent to the approval of any plans and specifications, the Owner shall have the responsibility for making such improvements in accordance with the plans so approved by this Committee. This Committee's approval of such improvements shall not constitute or be construed as approval or warranty of the structural stability, design or quality of any improvement or the compliance of any such improvement with applicable laws and codes. **Rejection or approval of plans, specifications, builder or location may be based upon any grounds, including purely aesthetic considerations, which in the opinion of, and the uncontrolled discretion of, this Committee shall be deemed sufficient.**

The exterior of all houses and other structures, site work and landscaping must be completed within one (1) year after commencement of construction except where completion is impossible or would result in great hardship to the Owner or builder due to strikes, fire, national emergencies or nature calamities. In the event Owner violates the terms of this Section, this Committee or its duly appointed agent shall, after thirty (30) days written notice to Owner to cure such violation and failure of Owner to so cure, be entitled to enter upon the Lot(s) of Owner and cure such defect including the removal of any structure built in violation hereof, the costs and expense to be borne by Owner. This right of the Committee or its agent shall be in addition to all other enforcement rights and remedies to which the Committee may be entitled due to Owner's breach or violation of the terms



of this Declaration and shall not be deemed a trespass by the Committee or its agent or those employed or engaged by either of them to effect such cure.

**Section 4. Code Approved Homes.** Homes submitted for architectural approval must be inspected under one of the following codes: Housing and Urban Development (HUD) Southern building codes or International building codes.

## ARTICLE VI Covenants, Conditions, Restrictions and Easements

**Section 1. Subdivision of Lots.** No Lot shall be subdivided by sale or otherwise, except by and with the written consent of the Declarant and further provided that same is permitted under applicable governmental and zoning regulations and private restrictions affecting said Lot. Nothing herein shall prevent the combining of two (2) or more Lots into one (1) residential building lot, provided, however, that in such event, the side lot line requirements for easement setbacks, etc. as set forth herein, below, shall be applicable only to the exterior lot lines of the Lot formed by the combination of the previously platted Lots.

**Section 2. Reserved Easements.** The Declarant reserves for itself, its successors and assignees a permanent easement in and the right at any time in the future to grant a permanent right of way over, under and along an area uniformly ten (10) feet in width along the rear and five (5) feet in width along the side lines of each lot for the installation and maintenance of poles, lines, conduits, pipes and other equipment necessary or useful for furnishing electrical power, gas, water, sewer, telephone service and other utilities, as well as within those areas shown as easements on the aforementioned plat. Within such areas no structures, planting, fences or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may damage or interfere with the installation of maintenance of utilities or which may obstruct or retard the flow of water through drainage channels within such easements. The area of each Lot within the easement and all improvements thereon shall be maintained continuously by the Owner except for those improvements whose maintenance and upkeep shall be or is the responsibility of a public authority or utility company. The Declarant may in its discretion release the easement reserved along the rear or sidelines of the Lot if doing so would not interfere with the installation or maintenance of any utilities or the drainage facilities within the Property. In the event two (2) or more Lots are combined into one with the residence to be construed over the common interior lot lines, the easements reserved along the said common interior lot lines shall be released provided that the easements have not previously been used for the installation of utilities and their release shall not interfere with the drainage within the Property. In addition, Declarant reserves for itself and its successors, such easements and reservations as are depicted on the recorded Plat(s) of the Property.

**Section 3. Residential Use of the Property.** All Lots shall be used for residential purposes only and no structure shall be erected, placed or permitted to remain on any lot other than one single family dwelling, and any necessary structure customarily incident to residential use. No garage constructed on any Lot shall be used for living quarters of any kind either for guests,

members of the family or domestic employees. The construction and maintenance of "garage apartments" on any lot is expressly prohibited. Declarant and/or Builder may maintain a sales office, models and construction office on any lot until all Lots have been sold. Manufacturing, solicitous, service and school home office type businesses are expressly prohibited.

Section 4. Minimum Size of Dwelling. Single family dwellings shall contain not less than a minimum of 1200 square feet of finished ground floor area for a one-story dwelling; for split-level dwellings of the tri-level type not less than 1400 square feet of total finished floor area exclusive of garage, carport, unheated storage areas and non-living space; for one and one-half story dwellings not less than 800 square feet for minimum finished ground floor area with the total area heated being not less than 1400 square feet; for a two-story and a two and one-half story dwelling not less than 800 square feet minimum finished ground floor area. Two story and two and one-half story dwellings shall contain a minimum of 1400 square feet of total finished floor area. The minimum finished ground floor area herein referred to shall not include unheated basements, attached or detached garages, unheated areas, carports, open porches or decks of any type.

Section 5. Building Restrictions. No building on any lot shall be located nearer to the front line, either side line of each lot, nor nearer to the rear line thereof than as such building setback lines and side lines are shown on the plat thereof. For the purpose of this covenant, eaves and decks shall not be considered or construed as a part of a building structure; provided however, this shall not be construed to be deemed to permit encroachment of any improvement onto another Lot. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot.

Section 6. Outbuildings and Similar Structures. No trailer, camper, chain link fence, boat or trailer, or clothesline shall be located in front or the side yard of a dwelling without prior consent from HOA, and there must be proper screening provided for HOA approval. No trailer, camper, shack, tent, garage, barn, or other structure of a similar nature shall be used as a residence either temporary or permanently upon any Lot, and no such structure shall be erected in front of a dwelling without prior consent from HOA, provided however, that this Section shall not be construed to prevent HOA from permitting erection of temporary structures during construction. No swimming pools shall be built, erected or installed without prior written consent of HOA.

Section 7. Nuisances and Unsightly Materials. No noxious, offensive, or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No person may keep any animal upon any part of the lot except that any Owner may keep customary household pets upon such lot provided that such pets are not kept, bred or maintained for any commercial purposes or in such a manner as to become a nuisance to the other Owners or residents.

Section 8. Maintenance of Lots. Each Owner shall keep his Lot clean and in an orderly condition and shall keep the improvements thereon in a suitable state of repair and shall promptly repair any damage thereto by fire, or other casualty. No Lot shall be used in whole or in part for storage or rubbish of any nature whatsoever or in part for storage of any property or thing that will

cause any noise that will disturb the peace and quiet enjoyment of the occupants of surrounding lots. No trash, rubbish, stored materials, wrecked, inoperable or unlicensed vehicles or similar items shall be allowed to remain on any Lot outside an enclosed structure; provided however, that the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish or other debris for collection by governmental or other similar garbage and trash removal units. All storage areas and garbage facilities must be screened and hidden from view. In the event that any Owner fails or refuses to comply with the same, the HOA Board may require that the Owner comply with the same by mailing a notice thereof to the Owner at his address, specified in his contract to purchase such Lot, and by posting such notice on the Lot. If the Owner has not complied therewith within five (5) days of such notice, the HOA Board or Board appointee may enter the Lot and correct any violation of this Section at Owner's expense. Each Owner, by acquiring a Lot is subject to this Declaration, agrees to pay such costs promptly upon demand by HOA Board. No such entry as provided herein shall be deemed a trespass.

Section 9. Signboards No signboard, billboard, or advertising sign of any description shall be displayed upon or above any Lot with the exception of:

(a) Signs stating "For Rent" or "For Sale" which signs shall not exceed two (2) feet by three (3) feet in dimension shall refer only to the Lot on which displayed and shall be limited to one (1) sign per Lot; and

(b) The name of the resident of any Lot and the street address, the design of which shall be furnished to Declarant and shall be subject to approval by HOA Board.

(c) The placement of political signs limited to a total of two different signs erected during election campaign time not to exceed 3 months.

Section 10. Antennas. No satellite dishes or similar structure, nor any radio or television aerial or antenna or any other external electronic equipment or devices may be installed or maintained on any exterior of any structure erected, which can be seen from the road, in the side yard or front yard on a Lot without the prior written approval of HOA Board, which approval the HOA Board may withhold in its sole and absolute discretion.

Section 11. Mailboxes. Mailboxes shall be of a type, size and design consistent with the character of the Property and shall be placed and maintained to compliment the houses in the neighborhood. The type, size and design of the mailboxes shall be provided each Owner by HOA.

Section 12. Driveways. No residence may be erected on any Lot unless the same is served by a driveway which is paved with concrete for a distance of not less than twenty (20) feet extending from the back of the curb and a width not less than **twelve (12) feet**.

Section 13. Non-Owner Occupied Residences. In the event of non-owner occupied residences, the Owner shall be responsible for the Tenant(s) and the Owner shall be held responsible for the actions of the Tenant. The Owner and subsequent Tenant(s) shall be subject to this

Declaration for non-owner occupied residents. These guidelines shall be strictly enforced by the HOA.

## ARTICLE VII General Provisions

Section 1. Enforcement. The Declarant, the HOA, any Owner or any other person, firm or corporation owning any interest in a Lot shall have the right to enforce by any proceeding at law or equity all conditions, covenants, restrictions, easements and affirmative obligations now or hereinafter imposed by the provisions of this Declaration. Failure by any party to enforce any such provision(s) of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

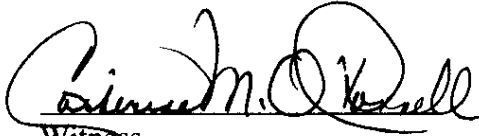
Section 2. Severability. Invalidity of any one of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions not expressly held to be void. Such remaining provisions shall continue in full force and effect.

Section 3. Effective Period. The covenants, conditions and restrictions of this Declaration shall run with the land and bind the Owners of Lots for a period of twenty five (25) years from the date of recordation of this Declaration. After such time these Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten (10) years until terminated as herein provided. The reserved easements shall run permanently with each lot.

Section 4. Amendment and Termination. This Declaration may be altered, amended, modified, canceled or changed in any manner by an Owner or Owners of a majority of the Lots then owned by persons other than the Declarant. Any such amendment must be recorded in the Beaufort County, South Carolina, Office of the Register of Mesne Conveyances and shall not be effective until so recorded. After the initial twenty five (25) year term hereof, this Declaration may be modified or terminated by vote of the Owners of a majority of the Lots.

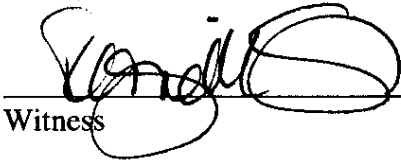
Section 5. Waiver of Unintentional Violations. Declarant reserves the right, but shall not be obligated, to waive in writing any violation of the designated and approved building location line or either side setback line, provided that such violation does not exceed ten percent (10%) of the applicable requirements and the violation thereof was unintentional.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in its name by vote Managers and its corporate seal to be hereunto affixed, by duly resolution of its Board of Directors, all as of the day and year first above written.

  
\_\_\_\_\_  
Witness

MAY RIVER, LLC

BY   
\_\_\_\_\_  
Manager

  
\_\_\_\_\_  
Witness

ATTEST:

n/a  
\_\_\_\_\_  
Manager

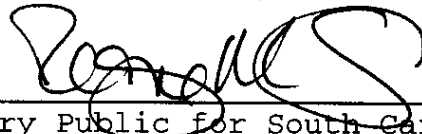
(SEAL)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

ACKNOWLEDGMENT

I HEREBY CERTIFY that on this 25<sup>th</sup> day of May, 2001, before me, the undersigned Notary Public of the State and County aforesaid, personally appeared W. Pike Jones in his capacity as Manager of May River, LLC, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Conditions and Restrictions of Brighton Oaks Homeowners Association, who acknowledged the due execution of the foregoing Instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.



\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: 5/16/05