

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) PLANTATION BUSINESS PARK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PLANTATION BUSINESS PARK (the "Declaration") is executed this 11th day of April, 1996, by PLANTATION PARK GENERAL PARTNERSHIP, a South Carolina general partnership (the "Declarant").

WHEREAS, Declarant is the owner of certain tracts of land located within the Rose Hill planned unit development located in Beaufort County, South Carolina, which is more particularly described on the attached Exhibit "A" (the "Property"); and

WHEREAS, the Declarant desires to subject the Property to the encumbrance and administration of certain land use controls and restrictions.

NOW THEREFORE, for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property, the Declarant does hereby declare and does hereby affirm this Declaration and that the Property and each part hereof shall be held, sold, devised, leased, used, given and conveyed subject to the following easements, covenants, conditions, affirmative obligations, rights and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in said Property or any part hereof, their heirs, executors, administrators, successors and assigns.

ARTICLE I
DEFINITIONS

The following words and terms when used in this Declaration shall have the following meaning:

Section 1. "Board of Directors" shall mean and refer to the Board of Directors of the Commercial Association as provided herein.

Section 2. "By-Laws" shall mean and refer to the By-Laws of the Commercial Association as the same are amended from time to time.

Section 3. "Commercial Association" shall mean and refer to Plantation Business Park Property Owners' Association, Inc., a South Carolina non-profit corporation, its successors and assigns.

Section 4. "Common Area" shall mean and refer to all real and personal property conveyed to the Commercial Association or designated as such and held by the Declarant

for the benefit of the Commercial Association. Such real and personal property may include, but shall not be limited to, signage for informational purposes and any other personal property used for the promotion of the Property.

Section 5. "Declarant" shall mean and refer to Plantation Park General Partnership, a South Carolina general partnership, its successors and assigns.

Section 6. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions as the same is amended from time to time.

Section 7. "Lot" shall mean and refer to each of those separate tracts or parcels which are now or hereafter designated by the Declarant for development within the Property or which are more particularly shown on a final subdivision plat recorded in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina.

Section 8. "Member" shall mean and refer to each of those persons or entities entitled to membership in the Commercial Association, as provided in Article II hereof.

Section 9. "Owner" shall mean and refer to the title holder as shown on the records in the Register of Mesne Conveyance for Beaufort County, South Carolina, whether it be one or more persons, firms, associations, corporations or other legal entities, of fee simple title to any Lot or portion of a Lot whether improved or unimproved. Owner shall not include those holding title merely as security for performance of an obligation. In the event that there is recorded in the Register of Mesne Conveyance for Beaufort County, South Carolina, a long-term contract of sale covering any Lot or portion thereof, the purchaser under said contract shall be considered the Owner of such Lot for so long as the contract remains in force and effect regardless of the fact that such purchaser does not hold fee simple title to the particular Lot. A long-term contract of sale shall be one where the purchaser is required to make payments for the Lot for a period extending beyond nine (9) months from the date of the contract and where the purchaser does not receive title to the Lot until such payments are made although the purchaser is given use of said property.

Section 10. "Property" or "Properties" shall initially mean and refer to the real property described on Exhibit "A" attached hereto and shall refer to such portions of the Additional Property as may hereinafter be submitted to the provisions of this Declaration as provided in Article II hereof.

ARTICLE II COMMERCIAL ASSOCIATION

Section 1. Establishment of an Association. The Declarant hereby agrees to establish the Plantation Business Park Property Owners' Association, Inc., a South Carolina non profit corporation (the "Commercial Association") for the purpose of

exercising the powers of maintaining and administering Common Area once conveyed to the Commercial Association and providing common services, administering and enforcing covenants, conditions and restrictions contained herein and levying, collecting and disbursing assessments and charges herein created. Further, Declarant reserves the right to convey to the Commercial Association any and all of its rights and obligations set forth herein.

Section 2. Membership. By acceptance of a deed or other conveyance for any Lot or portion thereof, the Owner thereof shall be deemed to covenant and agree to subject said Lot to this Declaration and the jurisdiction of the Commercial Association and the By-Laws and no further act by an Owner is required. Each Owner of any Lot or portion thereof, whether improved or unimproved, shall be a Member of the Association.

Section 3. Voting Rights. A Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership by Section 2. When more than one person holds such interest or interests in any Lot all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. When one or more co-Owners sign a proxy or purports to vote for his or her co-Owners, such vote shall be counted unless one or more of the other co-Owners is present and objects to such vote, or if not present, submits a proxy or objects in a writing delivered to the Secretary of the Association before the vote is counted. If co-Owners disagree as to the vote, the vote shall be split equally among the co-Owners.

In recognition of the fact that final planning and subdivision of Lots within the Property have not been completed, and the fact that Declarant finds it essential to maintain effective control of the Commercial Association during the development and marketing stages, Declarant hereby establishes two (2) classes of voting membership.

Class "A". The Class "A" Membership shall include all those Owners including Declarant, of any Lot. Each Class "A" Member shall have one (1) vote for each Lot owned by such Member.

Class "B". The Class "B" Members shall be Declarant and any successors or assigns of Declarant's rights hereunder. Declarant shall have one (1) vote, plus one (1) vote for each outstanding Class "A" vote held by any other person or entity. The Class "B" Membership and voting privileges shall cease and terminate for Declarant whenever Declarant: (a) shall voluntarily give up its Class "B" Membership; (b) shall cease to own at least two (2) Lots within the Property; (c) shall convey the Common Property to the Commercial Association pursuant to Section 9.2 below; or (d) on January 1, 2001, whichever shall first occur.

Section 4. Officers and Directors. Notwithstanding any other provisions to the contrary contained in this Declaration, the By-Laws and any instrument establishing the

Commercial Association, the Declarant shall have the right to appoint or remove any member or members of the Board of Directors of the Commercial Association or any officer or officers of the Commercial Association until such time as the first of the following events shall occur: (i) the expiration of ten (10) years after the date of the recording of this Declaration; (ii) the date on which a total of eighty (80%) percent of the total Lots has been conveyed to third party purchasers; or (iii) the surrender by the Declarant of the authority to appoint and remove directors and officers of the Commercial Association. Each Owner by acceptance of a deed to or other conveyance of a Lot or a portion thereof, vests in the Declarant such authority to appoint and remove directors and officers of the Commercial Association.

Section 5. Rights of Declarant. For so long as Declarant has the right to appoint or remove any member or members of the Board of Directors of the Commercial Association or any officer or officers of the Commercial Association as provided in Paragraph 4 herein, Declarant shall be entitled to exercise, without the consent of the other Owners, all powers granted to the Commercial Association or the Board of Directors by this Declaration or by the By-Laws. Any action taken by the Owners or by the Board of Directors during such time shall be valid only if approved in writing by Declarant. Declarant shall be entitled to withhold approval of any such action for any reason.

ARTICLE III ASSESSMENTS FOR COMMERCIAL ASSOCIATION

Section 1. Creation of Lien and Personal Obligations of Assessments. Each Owner, 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 the Association: (1) Annual assessments or charges; and, (2) 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 and special assessments together with such interest thereon and costs of collection therefor 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, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of each Owner at the time when the assessment first became due and payable. In the case of co-Ownership of a Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance and operation of the Common Area, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

The special assessments shall be used for the purposes set forth in Section 4 of this Article.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1997, the annual assessments shall not be more than Eight Hundred and No/100 (\$800.00) dollars per year per Lot unless a higher annual assessment is approved by three-fourths (3/4) of the vote at the annual meeting. From after January 1, 1997, the annual assessment may be increased each year by ten (10%) percent of the maximum authorized assessment for the preceding year unless three-fourths (3/4) of the vote at the annual meeting votes against said increase or votes to increase or decrease said annual assessment by a greater amount.

The Board of Directors of the Association may, after considering current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser amount, but such action shall not constitute a waiver by the Association of its right to revert to the full assessment for the subsequent year or years as provided in the preceding paragraph.

Section 4. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto or addition to the Common Area, provided that any such assessment shall have the assent of three-fourths (3/4) of the vote at a duly called meeting, written notice of which shall be sent to all Members at least thirty (30) days in advance and set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments Upon Merger or Consolidation. The limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate.

Section 6. Quorum for any Action Authorized. The presence at the meeting of Members or of 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 a meeting, another meeting may be called, subject to the notice requirement set forth in Section 4.

Section 7. Date of Commencement of Annual Assessment. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement.

The assessments for any year, after the first year, shall become due and payable the first day of January of the said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall keep a roster of the Properties and assessments in the offices of the Association and shall be open to inspection by any Owner.

Written notice of any assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon at the rate of the lesser of fourteen (14%) percent per annum or the highest rate not prohibited by law from the date due and the costs of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the Lot and all improvements thereof against which each such assessment is made in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Owner at the time of the assessment to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and proceed to sell it at foreclosure sale as is provided under the laws of the State of South Carolina for foreclosure of mortgages, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and, in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment; 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,

or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments accruing after conveyance by a mortgagee/Owner to a subsequent purchaser.

Section 11. Exempt Property. The following property, individuals, partnership or corporations subject to this Declaration, shall be exempt from the assessments, charges and liens created herein:

- A. The grantee of property over which said grantee holds a utility easement;
- B. All Common Area;
- C. All properties exempted from taxation by the laws of the State of South Carolina, upon the terms and to the extent of such legal exemptions;
- D. Lots owned by Declarant except those Lots which have been sold under title retention contract in which the purchaser agrees to pay the assessments, charges and liens.

ARTICLE IV ARCHITECTURAL STANDARDS COMMITTEE

Pursuant to the terms and provisions of this Declaration no building, improvement, structure or accompanying facility of any kind, including, without limitation, sidewalks, parking lots, signs, decks, patios, courtyards, awnings, walls, fences, exterior lights, outbuildings or any exterior addition to or change or alteration to any existing structure (including, without limitation, painting or staining of any exterior surface) shall be erected, placed, situated or altered within the Property unless and until the plans and specifications showing the nature, color, type, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Committee (as hereinafter defined). Provided, however, no approval shall be necessary for the maintenance, repair or replacement of such buildings, improvements, structures or accompanying facilities, if such maintenance, repair or replacement is performed in accordance with previously approved plans and specifications. The Declarant has established an Architectural Standards Committee (hereinafter referred to as the "Committee") for the purpose of examining and passing upon all proposed plans for any structure or structures whatsoever and any additions thereto and remodeling thereof intended to be placed on any portion of the Property. By and through the acceptance and recording of a deed to any Lot, the Owners of such Lots or any portion thereof shall be deemed to covenant and agree to submit said Lot or other portion thereof to the architectural controls, guidelines and standards contained herein and established and promulgated by the Committee pursuant to the provisions of this Declaration. Approval of the Committee, its designated agents, successors or assigns, shall be required on the design of all improvements to be placed upon the Property or any Lot contained therein. All of the powers, duties, rights and obligations of the Committee established under this Article IV and the remaining provisions of this Declaration are subject to the right of the Declarant to terminate and assume the powers defined in this Article. Such plans,

drawings, specifications shall additionally include construction schedules, plans for outdoor lighting, plans for internal traffic circulation, contents, shape, color and lighting for signs, plans for drainage, plans for landscaping, plans indicating areas to be filled or excavated, and measures to be taken to conserve and protect trees. Within ten (10) days of its receipt of such plans and specifications, the Committee may deliver to Owners written comments regarding such plans and specifications. Owners shall make a reasonable effort to modify such plans and specifications in order to address any such comments made by the Committee. If such plans are rejected by the Committee and the Owner resubmits modified plans for re-inspection, the Committee shall have ten (10) business days to approve or disapprove of such re-submitted plans. Failure of the Committee to respond to such re-submitted plans within the ten (10) day period shall be deemed as acceptance of said plans. With respect to signs, the Committee shall not reject any sign on the basis of the use or color of nationally or regionally recognized names and logos. All plans shall be submitted to the Committee by sending two (2) copies of same under cover letter to the Plantation Park Architectural Standards Committee, P. O. Box 905, Columbia, South Carolina 29202.

In addition to the foregoing, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner unless and until the plans therefor have been submitted to and approved in writing by the Committee. The provisions described in the paragraph above regarding approval rights and the time for approval of plans shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Approval by the Committee is the first step in the approval process necessary to obtain a building permit. Owners are also required to submit plans to Beaufort County authorities for approval by the Highway 278 Corridor Review Board, the Department of Inspections, and any other governmental or quasi governmental authority as established by county regulations. By agreement with Beaufort County, all lots located in Plantation Business Park are subject to review by the Corridor Review Board regardless of their location within the project.

ARTICLE V MAINTENANCE

Section 1. Lot Maintenance. All maintenance and repair of Lots, together with all other improvements thereon or therein and all lawns, landscaping, and grounds on and within a Lot shall be the responsibility of the Owner of such Lot. Each Owner shall be responsible for maintaining his or its Lot in a neat, clean and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all buildings and other structures provided herein. Each Owner shall also be obligated to pay for costs incurred by the Commercial Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner but which responsibility such Owner fails or refuses to discharge.

In the event that Declarant or the Board of Directors determines that any Owner

has failed or refused to discharge the obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, Declarant or the Commercial Association, except in the event of an emergency situation, may give such Owner written notice of Declarant's or the Commercial Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of the failure of any Owner to comply with the provisions hereof after such notice, Declarant or the Commercial Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner and said cost shall be added to and become a part of the assessment to which such Owner and his Lot are subject and shall become a lien against such Lot. In the event that Declarant undertakes such maintenance, cleaning, repair, or replacement, the Commercial Association shall promptly reimburse Declarant for Declarant's costs and expenses.

Section 2. Landscape Buffer Easement. Declarant reserves unto itself, its successors and assigns, and to the Association, a forty foot easement ("Landscape Buffer Easement") for the purpose of ingress, egress, and landscape maintenance over each lot abutting U.S. Highway 278. This Landscape Buffer Easement shall commence at the right of way of U.S. Highway 278 and run forty feet into each Lot which abuts on said highway. The purpose of the Landscape Buffer Easement shall be to landscape and maintain the Landscape Buffer Easement and prohibit any structure within said Landscape Buffer Easement without the express written consent of Declarant, its successors and assigns, which consent may be withheld for any reason.

Section 3. Common Area Expense. All maintenance of the Common Areas and the Landscape Buffer Easement, and the expenses associated therewith, shall be the responsibility of the Commercial Association.

ARTICLE VI USE RESTRICTIONS

The Property may only be used for commercial, retail, office, restaurants, support facilities, churches, general business, governmental offices and recreational purposes. Other types of land uses may only be established and operated within the Property as approved in writing by Declarant and its successors and assigns. The terms "commercial, retail and office" as used herein shall refer to those activities or uses dealing with the retail sale, ordering, distribution, consumption or delivery of personal goods, food, beverages, entertainment, direct consumer or personal services and the utilization of

enclosed building spaces for clerical, administrative and executive management and operational activities. Additionally, the term "commercial, retail and office" would include those activities or uses dealing with banking, lending and other activities typically relating to banking and financial services and would allow for drive-up or remote customer services associated therewith. The term "recreational" as used herein shall mean or refer to land uses engaged in the operation of sports, active amusements or recreational activities, and this term shall specifically include both indoor and outdoor recreational uses. The establishment, construction and operation of hotels, lodges, motels, motor courts, dormitories and boarding houses within the Property is specifically included in those permitted commercial, retail, office and recreational land uses as defined herein. No residential dwelling unit or any structure intended for residential or semi-residential use shall be erected, altered or placed or utilized within any portion of the Property without the written approval of Declarant or its successors and assigns. The terms "residential" or "semi-residential" as used herein shall mean and refer to the use of any portion of any structure as a residential condominium, vacation timesharing plan unit, multiple vacation ownership interest plan, dwelling unit, home, place of abode or temporary or permanent living accommodations (except hotels, motels, lodges, motor courts, dormitories and boarding houses as provided for herein).

ARTICLE VII
RESERVED UTILITY AND BIKE PATH EASEMENT

Declarant for itself and its successors and assigns hereby reserves an easement on, over, across and under those portions of the Property located along the interior of and within twelve (12') feet of the perimeter boundary of the Lots for the purpose of constructing, operating, installing, replacing, repairing and maintaining sidewalks, bicycle paths and all utilities, including, but not limited to, storm sewers and drainage systems and electrical, gas, telephone, cablevision, water, sewer, advanced treated wastewater and irrigation lines and pipelines. Except for meters or cabinets required for the utilization of such lines and facilities, all utility lines and facilities situated within the above-described twelve (12') foot utility easement shall be located underground, and it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the above-described reserved twelve (12') foot utility easement, (i) to construct, operate and maintain lines, pipes, manholes, pumps and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes or shrubbery as may be reasonably necessary, (iii) to grade, excavate or fill, or (iv) to take other similar action reasonably necessary to provide economical and safe construction, maintenance, repair, replacement and use of such utilities. The easement reserved herein may be utilized for pedestrian and bicycle access purposes to allow and permit individuals, including the general public, to walk and ride bicycles on such sidewalks and bike paths. No improvements of any kind shall be built, erected or maintained within the above-described twelve (12') foot easement area which would in any way reasonably obstruct the construction, operation, maintenance, and repair of the above-described sidewalks, bike paths and utility facilities.

Declarant shall have the right to convey and assign to Beaufort County the within easement as it relates to the construction, operation, installation, replacement, repair and maintenance of sidewalks and bike paths.

ARTICLE VIII
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.

ARTICLE IX
DURATION

The covenants, restrictions and easements provided herein shall be for the benefit of the Declarant, and its successors and assigns, and the within covenants, restrictions and easements may be enforced by the Declarant and its successors and assigns. The covenants, restrictions and easements provided herein may only be modified or amended with the written consent of the Declarant and its successors and assigns. The covenants, restrictions and easements provided herein shall run with and bind the title of the Property and shall remain in effect for a period of thirty (30) years from and after the date of the recording of this Declaration and upon the expiration of the above-referenced thirty (30) year period, the within covenants, restrictions and easements shall be automatically renewed for successive ten (10) year periods unless during the last year of the initial thirty (30) year period or the last year of any ten (10) year renewal period, the owners of the Property and the Declarant or its successors or assigns execute an instrument terminating, modifying or amending the within covenants, restrictions, and easements which document shall be filed of record in the Office of the Register of Mesne Conveyance for Beaufort County, South Carolina. If any of the covenants, restrictions and easements set forth therein shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the former U.S. President George Bush. Each provision contained herein shall be interpreted in such a manner as to be effective and valid, but if the application of any provision contained herein as applied to any person or to any portion of the Property shall be prohibited or held invalid, such prohibited provision or invalidity shall not affect any other provision or application of any provision, and the remaining provisions shall be given effect without the invalid provision or application, and to this end the within covenants, restrictions and

easements are declared to be severable. Declarant shall have the right to assign any and all rights, powers and easements reserved or given herein; provided that such assignment is to the Owner of the Property or the Commercial Association referred to below; and further provided that only Declarant or the Commercial Association referred to below shall have the right to enforce the within covenants and restrictions.

IN WITNESS WHEREOF, Plantation Park General Partnership has caused this Declaration of Covenants, Conditions and Restrictions for Plantation Business Park to be executed by its duly authorized officers on the date first above written

IN THE PRESENCE OF:

PLANTATION PARK GENERAL PARTNERSHIP, a South Carolina general partnership

Frances P. Sampson
[Signature]

By: [Signature]
Its General Partner

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

PROBATE

PERSONALLY APPEARED before me the undersigned witness and made oath that (s)he saw the within named Plantation Park General Partnership, a South Carolina general partnership, by Robert M. Hancock its General Partner sign, seal and as its act and deed deliver the within Declaration, and that (s)he with the other witness whose name appears above as a witness, witnessed the execution thereof.

Frances P. Sampson

SWORN to before me this 11th day of April, 1996.

[Signature]

Notary Public for South Carolina
My Commission Expires: 2/6/01

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being in Bluffton Township, Beaufort County, South Carolina, containing 50.00 acres, more or less, shown and designated as "50.00 AC." on that certain plat entitled "A Plat of Fifty Acres Being a Portion of Block 'X'" prepared by Thomas & Hutton Engineering Co., Octavio Arango, SCRLS 12066, dated November 22, 1994 and recorded in the RMC Office for Beaufort County, South Carolina in Plat Book 54 at Page 54. *See also Plat Book 56 at page 20 in the RMC Office as aforementioned.*

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FILED
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R.M.C.
BEAUFORT COUNTY, S.C.

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