

12-30-8
REVNA/S
STATE OF SOUTH CAROLINA :

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the lot owners in the subdivision known as RIVERS POINT, which subdivision is more fully represented and delineated on a plat made by C. Roger Jennings, Reg. L. S., dated June, 1979, and recorded in the R.M.C. Office for Charleston County in Plat Book AN, page 79, and on a plat made by C. Roger Jennings, Reg. L. S., dated May, 1980, and recorded in the said R.M.C. Office in Plat Book AQ, page 31, and on a plat made by C. Roger Jennings, Reg. L. S., dated November, 1979, and recorded in the said R.M.C. Office in Plat Book AQ, page 32, do hereby covenant and agree on behalf of its successors, heirs and assigns, as applicable with each other and with all persons who shall hereafter purchase lots in the said subdivision as follows: that the restrictive covenants covering said subdivision dated October 24, 1979, and recorded in the said R.M.C. Office in Book T120, page 135 and page 136, shall be null and void and the following substituted therefor.

12-30-92
12-30-97
1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots agreeing to a change of said covenants in whole or in part has been recorded.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Violations of any of these restrictions will not result in reversion.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. All lots shown on the above referred plats, except Lots Nos. 1 through 12, Block A, Lots Nos. 19 through 23, Block A, and Lot No. 1, Block B, are known and designated as residential lots and no structure shall be erected thereon other than one detached single family dwelling not to exceed three stories in height or the equivalent. Lots Nos. 1 through 12, Block A, Lots Nos. 19

through 23, Block A, and Lot No. 1, Block B, are to be known and designated as multiple family lots and no structure shall be erected on any of the said lots exceeding one four-family dwelling not to exceed three stories in height or the equivalent.

5. No trailer, tent, shack, garage or other outbuilding erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used for residential purposes on any of the lots in this subdivision. No trailer may be parked or shack erected for construction purposes on any lot in this subdivision.

6. No portion of any building shall be erected nearer than thirty-five (35') feet to any front line bounding on a street, nor nearer than thirty-five (35') feet to any back line bounding on a street, nor nearer than twelve (12') feet to the South or West side line or six (6') feet to the North or East side line. On corner lots, the determination as to which portion of the lot is the front lot line shall be determined by the Architectural Committee; however, if any owner shall elect to use two or more lots for one building, the boundary line between the lots so used shall be regarded as non-existing for the purpose of determining the setback of the structure. The setback provisions herein prescribed may be altered by the Architectural Committee whenever in their judgment the topography or configuration of any lot renders the setback provisions as herein prescribed unreasonable or imposing undue restrictions on that lot or the owners thereof.

7. With respect to the multiple family lots hereinabove referred to until a four-family dwelling has been commenced to be erected on any lot, any lot or lots can be resubdivided so as to allow townhouses to be erected thereon, which said resubdivision shall be approved by the Architectural Committee hereinafter named.

8. No building erected on any lot shown on said plats, except the multiple family lots, shall contain less than seventeen hundred (1700) square feet, excluding a garage or carport and no residence of one and one-half stories or two story houses erected shall have less than two thousand (2000) square feet, excluding garages or carports. Said square foot area shall include a completed room over the garage. Any townhouse erected on the multiple family lots shall contain not less than nine hundred (900) square feet; any duplex erected on the multiple family lots shall contain not less than eighteen hundred (1800) square feet, any triplex erected on the multiple family

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single family

*900 per family
unit*

lots shall contain not less than twenty-seven hundred (2700) square feet, and any quadraplex erected on the multiple family lots shall contain not less than thirty-six hundred (3600) square feet.

9. No fence shall be erected closing the front portion of any lot beyond the front of the dwelling and any fence on the rear portion of the lot shall not be over four and one-half (4½) feet in height.

10. All driveways shall be paved and tied into paving at the street. No coping shall be higher than the paving tied into the street.

11. Easements for installation and maintenance of the utilities and the drainage facilities are reserved as shown on plats hereinabove referred to.

12. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and specifically including, but not limited to, the following:

- (a) - No school bus shall be parked in this subdivision.
- (b) - Unsightly accumulation of trash or refuse on any lot is prohibited.
- (c) - No chickens, cows or horses may be kept in the subdivision.
- (d) - Pets must be kept quiet. No dangerous dogs will be permitted unless chained.
- (e) - No house trailer or trucks larger than a 3/4 ton pickup may be kept permanently or temporarily in the subdivision.
- (f) - No wash may be hung out to dry, or to air, in the portion of any lot facing the street.
- (g) - No exposed fuel, gas or oil containers shall be permitted on any lot.
- (h) - No gas outboard motors shall be permitted to operate in lakes.

13. The only signs to be permitted are those reading "For Sale" or "For Rent" or appropriate signs of the building contractor during the period of construction or appropriate signs of any real estate dealer who may handle the property; however, in no event shall any sign exceed six (6') square feet in area.

14. The exterior of any building shall be of solid brick, brick veneer, B-grade siding or better, or other building materials considered first quality by the trade and approved by the Architectural Committee.

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15. No structure of any kind shall be erected, placed or altered on any building lot in this subdivision until the plans, specifications and location for same have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision by the majority of the Architectural Committee. The Architectural Committee shall be appointed by Rivers Point Co. until seventy-five (75%) per cent of the lots have been sold, after which said Architectural Committee, comprising three (3) members, shall be elected by the then owners of the lots in the subdivision evidenced by the recordation of same in the R.M.C. Office for Charleston County. At a meeting of owners to appoint the Architectural Committee, the owner or owners of each lot as shown on the plats hereinabove referred to, shall be entitled to one vote for each lot owned and a decision shall be by a majority of the votes of the owners present and voting at the meeting. In case there is more than one owner of a lot present at a meeting, said joint owners shall, by majority of the joint owners of each particular lot jointly owned, appoint one person to vote for that particular jointly owned lot. In case of a vacancy on the Architectural Committee, a meeting of owners shall be called. The owners and Architectural Committee may pass rules from time to time governing their meetings. In the event the said Committee fails to approve or disapprove such plans, specifications and location within thirty (30) days after said plans, specifications and location have been submitted to it, such approval will be deemed to have been granted. The members of such Committee shall cease on and after twenty-five (25) years from date hereof and thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the said Committee. In the event that any property owner shall feel aggrieved by the refusal of this Committee to grant the approval specified herein, then such property owner shall have the right to appeal to the property owners in the subdivision. By an appropriate written instrument, two-thirds (2/3) of said property owners may overrule the decision

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appeal

of the said Architectural Committee, and then the said aggrieved property owner may proceed as if the approval of said Committee had been granted in the first instance. A purchaser shall accept any written approval purporting to be signed by a majority of the Architectural Committee without further inquiry.

16. These restrictions may be modified by written instrument signed by the owners of two-thirds (2/3) of the lots and recorded in the R.M.C. Office for Charleston County.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 30th day of December, 1982.

IN THE PRESENCE OF:

Eileen F Ford
Romea Wadden
(as to Rivers Point Co.)

Eileen F Ford
Romea Wadden
(as to Ford Brothers)

Eileen F Ford
Romea Wadden
(as to Kinney)

Eileen F Ford
Romea Wadden
(as to RAS)

(as to Lionel Frost)

Peggy H Baker / Caliope M Liollo

Peggy H Baker
(as to D. C. and Caliope M. Liollo)

(as to Vermal W. Pettigrew and Inez Pettigrew)

Eileen F Ford
Romea Wadden
(as to David L. and Linda Bishop)

RIVERS POINT CO., a Limited Partnership
By William J Ford
William J. Ford, General Partner

FORD BROTHERS CONSTRUCTION COMPANY, INC.
By William J Ford
William J. Ford, President
By William J Ford Jr
William J. Ford, Jr Secretary

KINNEY AND ASSOCIATES
By Robert K Kinney
Partner

RAS, a Partnership
By John L Ripley
John L. Ripley, Managing Partner

Lionel Frost (LS)

D. C. Liollo (LS)

Caliope M. Liollo (LS)
Caliope M. Liollo

Vermal W. Pettigrew (LS)

Inez Pettigrew (LS)

David L. Bishop (LS)
David L. Bishop

Linda Bishop (LS)
Linda Bishop

ATTENTION ATTENTION ATTENTION

**IMPORTANT INFORMATION REGARDING VOTING
FOR CHANGES
TO
RIVERS POINT PLANTATION SUB-DIVISION
COVENANTS AND RESTRICTIONS**

The Rivers Point Plantation Civic Association met at three separate business meetings over the past year to discuss, analyze and finalize changes to the Covenants and Restrictions governing this sub-division; specifically, those written and recorded in Book A131, Page 001 at the County of Charleston R.M.C. Office. These changes were considered necessary to more accurately reflect the changing lifestyle of the community, to conform with City of Charleston property code requirements, and to protect property values that have rapidly escalated in the area.

The changes and additions contained in the attached written instrument reflect those that were voted on unanimously by the Civic Association members present and voting.

In accordance with Article 16 of the Covenants and Restrictions, the covenants may be modified by written instrument signed (voted on) by the owners of two-thirds (2/3) of the lots/homes and recorded in the R.M.C. Office for Charleston County.

The form below provides the ballot to cast your vote concerning the changes and additions to the Covenants and Restrictions.

YOU MAY ELECT NOT TO SEND A REPLY. IF YOU DO NOT REPLY IN THE REQUIRED TIME FRAME, IT WILL BE ASSUMED THAT YOUR VOTE IS GIVEN BY PROXY TO THE ARCHITECTURAL COMMITTEE AS A VOTE IN FAVOR OF THE CHANGES/ADDITIONS.

(Please vote as indicated and return your vote by July 31st, 2002)

Lot/home designation: Block _____ Lot _____ _____
(signature of owner)

_____ I vote FOR the changes/additions as contained in the written instrument.

_____ I vote AGAINST the changes/additions as contained in the written instrument.

_____ I vote FOR the changes/additions with exception to one or more of the articles as contained in the written instrument. (PLEASE WRITE YOUR EXCEPTION ON A SEPARATE PIECE OF PAPER AND SIGN IT WITH THE BLOCK/LOT DESIGNATION AS SHOWN)

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AMENDMENTS TO
RIVERS POINT PLANTATION
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned members of the Rivers Point Plantation Architectural Review Committee, representing owners in excess of two-thirds (2/3) of the lots/homes that have affirmatively signed or acknowledged a written instrument in accordance with paragraph 16 of the provisions of the restrictive covenants covering said sub-division, as recorded in the RMC Office for Charleston County, SC, in Book A131 at Page 001, as amended by Amended Restrictive Covenants of Rivers Point recorded in said RMC Office in Book C209 at Page 191 (hereinafter referred to as the "Restrictive Covenants"), do hereby modify the Restrictive Covenants as follows:

1. Paragraph 5: The last sentence is deleted in its entirety and the following substituted therefore:

No trailer may be parked or shack erected for construction purposes on any lot in this subdivision, except for those trailers that deliver construction supplies or equipment, which may be parked on a temporary basis not to exceed three (3) days.

2. Paragraph 6: The first sentence is deleted in its entirety and the following substituted therefore:

No portion of any building shall be erected nearer than twenty-five feet (25') to any front line bounding on a street, nor nearer than twenty-five feet (25') to any back line bounding on a street, nor nearer than twelve feet (12') to the South or West side line or six feet (6') to the North or East side line.

3. Paragraph 8 is amended to add the following sentences at the end of the said Paragraph:

A tree on any property that is considered a major tree may not be cut to accommodate construction, except as authorized by City of Charleston permit and the Rivers Point Architectural Committee.

4. Paragraph 9 is amended to add the following sentences at the end of said Paragraph:

A higher fence or portion of fence may be erected if there is a requirement to block any unsightly view, or to provide a larger degree of privacy, if the written consent of the current owners of all bordering properties is granted. In all cases, the subordinate or inferior grade of the fence shall face into the property that is erecting the fence.

5. Paragraph 12, Subparagraph (b) is amended to add the following sentence at the end of said Subparagraph.

Garbage and trash pickup is provided by the City of Charleston on scheduled days of each week. Containers and accumulated trash, except for tree and brush debris, shall not be placed at the curb for pick-up sooner than two (2) days prior to the scheduled pick-up day. Construction material, old tires, and tree/brush debris in excess of four feet (4') length will not be picked up and disposal is the responsibility of the owner.

6. Paragraph 12: The following Subparagraphs are added:

- (i) All homeowner installed security lighting is restricted to the illumination of the homeowner's property only and shall not unreasonably infringe on any other homeowners property or communal property.
- (j) Loud and obnoxious music and party noise that is an annoyance to any neighbor shall be avoided.
- (k) Solicitation is not allowed in the community, except for subdivision matters of political affirmation and voting, and public declarations or postings that inform the general public in accordance with law.
- (l) Parking of personal boat and/or watercraft on trailers is not allowed on a permanent basis unless said boat or craft is placed out of sight in a garage or behind a fence or other covering object or in a side or back yard.
- (m) Automobiles or other vehicles on blocks and/or under repair are not allowed on an extended basis except when they are garaged and out of sight.

7. The existing Paragraph 16 is renumbered as Paragraph 18.

8. The existing Paragraph 15 is renumbered as Paragraph 16.

9. The following is added to the Restrictive Covenants as new Paragraph 15:

15. Construction of homes on home sites (lots), and major remodeling construction is not allowed on any Sunday or on any National holiday, except for any construction or re-construction being accomplished as a result of a natural disaster. Hours of construction shall be no earlier than 7:00 AM and not later than 6:00 PM.

10. The following is added to the Restrictive Covenants as new Paragraph 17:

17. All properties and dwelling, garages and outbuildings thereon shall be properly maintained. Grass, shrubs, bushes, bedding and ornamental trees shall be kept trimmed. Exteriors of all buildings shall not show deterioration, rust, or other state of disrepair.

All other provisions of the Restrictive Covenants shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____ 2002.

RIVERS POINT ARCHITECTURAL COMMITTEE:

By _____ (LS)
Maurice D. Horn, Jr. Member

By _____ (LS)
Hugh Cairns Member

By _____ (LS)
Roy Spivey Member

IN THE PRESENCE OF:

STATE OF SOUTH CAROLINA:

COUNTY OF CHARLESTON:

PERSONALLY appeared before me _____ and made oath that (s)he saw the within named Rivers Point Architectural Committee members affirm the written instrument of two-thirds of lot/home owners as required and that they did sign, seal, and as the act of said committee, deliver the within written instrument, and that (s)he with _____ witnessed the execution thereof.

SWORN to before me this _____ day of _____ 2002.

(seal)
Notary of South Carolina
My commission expires _____

COVENANTS, CONDITIONS & RESTRICTIONS

FORWARD

The following Covenants, Conditions and Restrictions, commonly referred to as "CC&Rs", are a direct extrapolation of our original "restrictive covenants - running with land" which we have all been subject to by virtue of buying and/or building a residence within the Rivers Point Plantation subdivision as described in various sections herein.

The purpose of CC&Rs is to separate the original covenants into understandable terms, without the legal jargon that is confusing to even the most learned real estate agent, building contractor and even - yes - lawyers themselves.

For the purpose of the CC&Rs, each covenant, per se, is given an Article number which equates, roughly, to the sequence in which it appears in the original covenants narrative. In some cases, one covenant actually addresses two distinct issues, so we have tried to separate the two into separate Articles. In some cases, we feel that the original covenant did not explain the point in sufficient detail, or cover salient points that are of vital interest to all of us as land and/or property owners - so we expanded these within the "intent" of the original covenant.

The CC&Rs are intended to be impartial, fair and flexible relative to governing rules, regulations and architectural guidelines that we all must live with in our respective community. They are meant to be "legally binding", per the original covenants. Similarly, they are considered to be "agreed to and accepted" by the land owner or home owner who bought their land/home in this subdivision.

The CC&Rs, like the original covenants are subject to amendment per 2/3 majority vote of the land/home owners of the subdivision. The Rivers Point Plantation Civic Association (RPPCA) is a subdivision elective body that will act to coordinate all such efforts, and to hear any disagreement - by any party - concerning grievance as a result of the CC&Rs and their enforcement by the Architectural Committee. All grievances, or disagreement with the interpretation of the original covenants as provided in the CC&Rs, shall be addressed directly to the Executive Board of the RPPCA.

Remember, these are your CC&Rs. They are meant for your protection of property value, for your protection of privacy, and to protect your right to enjoy a community and neighborhood that is developed and maintained consistent with accepted, reasonable architectural standards and decorum.

COVENANTS, CONDITIONS AND RESTRICTIONS

(CC&Rs)

RIVERS POINT PLANTATION SUB-DIVISION

These CC&Rs are extrapolated from the original restrictive covenants as recorded in the Register Mesne Conveyance (R.M.C.) Office for Charleston County, Book A131 Page 001, as amended in Book C209 Page 191.

ARTICLE 1 - BURDEN

These covenants are to run with the land and shall be binding on all parties and all persons who buy building lots or homes constructed on lots within the Rivers Point Plantation sub-division.

ARTICLE 2 - TERM

These CC&Rs are in effect for ten (10) years from the date they were recorded (December 30th, 1982), after which time they shall automatically be extended for successive periods of five (5) years unless a written change or amendment is recorded in accordance with Article 3.

ARTICLE 3 - CHANGES

These CC&Rs can be changed or amended in whole or in part by a *written amendment, signed by a majority of the owners* of the lots and/or homes, and recorded in the Charleston County R.M.C. Office.

ARTICLE 4 - ENFORCEMENT

Enforcement of these CC&Rs shall be by proceedings at law or in equity against any person or persons violating or attempting to violate them. Such enforcement can be executed to either restrain the violation or to recover damages. Both the sub-division Architectural Committee and the Civic Association may initiate proceedings. Individual property owners may appeal to either of these elected bodies when they feel a violation has occurred. Violation of any of these restrictions will not result in reversion.

ARTICLE 5 - INVALIDATION

Invalidation of any one of the CC&Rs by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE 6 - ARCHITECTURAL COMMITTEE

6.1 - ELECTION

After achieving seventy-five percent (75%) ownership of the lots in the sub-division, an Architectural Committee comprised of three (3) members was elected by the property owners at a meeting held for this purpose. Notification and voting privileges were in accordance with dictates of the original covenants.

6.2 - TERM

The Architectural Committee shall cease on and after twenty-five (25) years from December 30th, 1982 (i.e., December 30th, 2007). Thereafter, the approval described in Article 11 shall not be required unless a written amendment is made prior to this date by the majority of record owners of the lots, which can extend the term of the Committee or appoint a representative or representatives who will thereafter exercise the same powers of the Committee.

6.3 - MEETINGS

The Architectural Committee shall hold regular meetings to review any action, claim or condition before it. The owners and Architectural Committee may pass rules from time to time governing their meetings.

6.4 - VACANCY

In the event of a vacancy on the Architectural Committee, a meeting of the owners shall be called and a vote taken to determine a person to fill the vacancy.

ARTICLE 7 - LOT DESIGNATIONS AND ASSOCIATED BUILDING STRUCTURES

All lots on the original plats as recorded in the Charleston County R.M.C. Office are designated as residential lots for single family dwellings, except for Block A Lots 1 through 12 and 19 through 23, and Block B Lot 1 which are designated lots for multiple family dwellings.

ARTICLE 8 - RE-SUBDIVISION

Multiple family lots designated in the original plats may be re-subdivided so as to allow townhouses to be erected if other four-family dwelling construction has not commenced. However, any re-subdivision must be approved by the Architectural Committee.

ARTICLE 9 - BUILDING DEFINITIONS

9.1 - SINGLE FAMILY DWELLINGS

A single family dwelling is defined as a detached home not to exceed three stories in height or the equivalent, having a minimum of seventeen hundred (1700) square feet if one story; and a minimum of two thousand (2000) square feet if one and one-half to two stories in height. Square foot calculation will include a completed room over the garage. Garages and carports are excluded.

9.2 - MULTIPLE FAMILY DWELLINGS

A multiple family dwelling is defined as a structure not to exceed one four-family dwelling not to exceed three stories in height or the equivalent, having a minimum of nine hundred (900) square feet if a townhouse; having a minimum of eighteen hundred (1800) square feet if a duplex; having a minimum of twenty-seven hundred (2700) square feet if a triplex; and having a minimum of thirty-six hundred (3600) square feet if a quadraplex.

9.3 OTHER STRUCTURES

No trailer, tent, shack, garage, structure of a temporary character or other outbuilding erected in this subdivision shall at any time be used as a residence, either temporarily or permanently.

ARTICLE 10 - SETBACKS

No portion of any building shall be erected nearer than thirty-five feet (35') to any front line bounding on a street, or nearer than thirty-five feet (35') to any back line bounding on a street, or nearer than twelve feet (12') to the South or West side line; or six feet (6') to the North or East side line.

On corner lots, the determination as to which portion of the lot is the front lot line shall be determined by the Architectural Committee.

If any owner shall elect to use two or more lots for one building, the boundary line between the lots shall be regarded as non-existing for determining the setback of the structure.

These setback provisions may be altered by the Architectural Committee whenever, in their judgement, the topography or the configuration of any lot renders the setback provisions to be unreasonable or the provisions impose undue restrictions on construction of a dwelling on that lot by the owner.

ARTICLE 11 - BUILDING PLANS

11.1 - PLAN APPROVAL/DISAPPROVAL

No structure of any kind shall be erected, placed or altered on any building lot in this sub-division until the plans, specifications and location for the construction/alteration have been approved in writing by the Architectural Committee as to conformity and harmony of external design with existing structures in the sub-division.

In the event the Architectural Committee fails to approve or disapprove the plans, specification and location within thirty (30) days after submission, approval will be considered to be granted.

A purchaser may accept any written approval claiming to have been approved by a majority of the Architectural Committee without further inquiry, as long as such written approval refers to a Committee log book entry.

11.2 - GRIEVANCE APPEAL

In the event that any property owner or builder shall feel aggrieved by the refusal/disapproval of plans, specification and location for construction/alteration by the Architectural Committee, then the property owner has the right to appeal to the other property owners in the sub-division.

A written veto, signed by two-thirds (2/3s) of the property owners of the sub-division may overrule a decision of the Architectural Committee. Such veto will allow the aggrieved property owner to proceed as if approval of the Architectural Committee had been granted in the first place.

ARTICLE 12 - BUILDING RESTRICTIONS

12.1 - MATERIALS

The exterior of any building shall be of solid brick, brick veneer, B-grade siding or better, or other building materials considered first quality by the trade and approved by the Architectural Committee.

12.2 - DRIVEWAYS

All driveways shall be paved and tied into the paving at the street. No coping will be higher than the paving tied into the street.

12.3 - FENCES

Fences will not be erected which close the front portion of any lot beyond the front of the dwelling and any fence on the rear portion of the lot shall not be over four and one-half feet (4.5')

in height.

12.4 - EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the sub-division plats (Plat Book AN, page 79; Plat Book AQ, page 31 and 32).

ARTICLE 13 - BUILDER/CONTRACTOR/AGENCY RESTRICTIONS

13.1 - RULES, REGULATIONS AND CONTROLS

Standing rules and regulations governing building/dwelling construction, alteration and renovation will be adopted, maintained and enforced by the Architectural Committee. At a minimum, these rules will include periodicity (operating days and hours), refuse and waste collection and disposal, storage of materials, concrete spillage, safety (including fire control and back-filling) and general workman conduct.

13.2 - DEPOSITS AND FEES

The Architectural Committee may require the tender of reasonable plan review fees to cover any material, correspondence, postal, duplication or filing fee costs. The Committee may require a deposit be made as security that standing rules and regulations adopted under Article 13.1 are complied with by the general contractor for new construction. All review fees and deposits will be provided to the Rivers Point Civic Association. Deposits will be returned to a general contractor who has completed construction and has been issued a "Certificate of Completion" by the Architectural Committee.

13.1 - SIGNS

The only signs to be permitted are those reading "For Sale", "For Rent", appropriate signs of the building contractor during the period of construction, or appropriate signs of any real estate dealer who may handle the property. In no event shall any sign exceed six (6) square feet in area.

13.2 - TRAILERS AND SHACKS

Trailers may not be parked and used and shacks can not be erected for construction purposes on any lot in this sub-division.

ARTICLE 14 - NOXIOUS/OFFENSIVE ACTIVITY

14.1 - ANNOYANCE AND DISTURBANCE

No activity will be allowed on any lot which may be, or may become, an annoyance or nuisance to the neighborhood or one's neighbor.

14.2 - LIVESTOCK AND PETS

Horses, cows, chickens, pigs or other such livestock are prohibited in the sub-division. All pets must be kept quiet at all times. All pets must have current tags indicating appropriate inoculation against disease. Dangerous dogs are not allowed unless chained.

14.3 - VEHICLES

No house trailer or trucks larger than a 3/4 ton pickup may be kept permanently or temporarily in the sub-division. No school bus shall be parked in the sub-division.

14.4 - UNSIGHTLY ELEMENTS

Unsightly accumulation of trash or refuse is prohibited. Covered garbage containers are required in accordance with local ordinances and should be resistant to animal intrusion. Pick-up of large furniture pieces or appliances must be pre-arranged so as to limit curb-side duration. Lumber and limb cuttings must be a maximum of four feet (4') in length to qualify for pick-up. Grass clippings and leaves must be contained in plastic bags designed for that use.

No wash may be hung out to dry or to air in the portion of any lot facing the street.

Exposed fuel, gas or oil containers/tanks are not permitted on any lot.

14.5 - LAKE POLLUTION

Gasoline outboard/inboard motors are not permitted to operate in any lake.

ARTICLE 15 - MODIFICATION

These restrictions may be modified by written amendment signed by the owners of two-thirds of the lots and recorded in the R.M.C. Office for Charleston County.

STATE OF SOUTH CAROLINA

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the lot owners in the subdivision known as RIVERS POINT, which subdivision is more fully represented and delineated on a plat made by C. Roger Jennings, Reg. L. S., dated June, 1979, and recorded in the R.M.C. Office for Charleston County in Plat Book AN, page 79, and on a plat made by C. Roger Jennings, Reg. L. S., dated May, 1980, and recorded in the said R.M.C. Office in Plat Book AQ, page 31, and on a plat made by C. Roger Jennings, Reg. L. S., dated November, 1979, and recorded in the said R.M.C. Office in Plat Book AQ, page 32, do hereby covenant and agree on behalf of its successors, heirs and assigns, as applicable with each other and with all persons who shall hereafter purchase lots in the said subdivision as follows: that the restrictive covenants covering said subdivision dated October 24, 1979, and recorded in the said R.M.C. Office in Book T120, page 135 and page 136, shall be null and void and the following substituted therefor.

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots agreeing to a change of said covenants in whole or in part has been recorded.

* 2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Violations of any of these restrictions will not result in reversion.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. All lots shown on the above referred plats, except Lots Nos. 1 through 12, Block A, Lots Nos. 19 through 23, Block A, and Lot No. 1, Block B, are known and designated as residential lots and no structure shall be erected thereon other than one detached single family dwelling not to exceed three stories in height or the equivalent. Lots Nos. 1 through 12, Block A, Lots Nos. 19

lots shall contain not less than twenty-seven hundred (2700) square feet, and any quadruplex erected on the multiple family lots shall contain not less than thirty-six hundred (3600) square feet.

9. No fence shall be erected closing the front portion of any lot beyond the front of the dwelling and any fence on the rear portion of the lot shall not be over four and one-half (4½) feet in height.

10. All driveways shall be paved and tied into paving at the street. No coping shall be higher than the paving tied into the street.

11. Easements for installation and maintenance of the utilities and the drainage facilities are reserved as shown on plats hereinabove referred to.

12. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and specifically including, but not limited to, the following:

- (a) - No school bus shall be parked in this subdivision.
- (b) - Unsightly accumulation of trash or refuse on any lot is prohibited.
- (c) - No chickens, cows or horses may be kept in the subdivision.
- (d) - Pets must be kept quiet. No dangerous dogs will be permitted unless chained.
- (e) - No house trailer or trucks larger than a 3/4 ton pickup may be kept permanently or temporarily in the subdivision.
- (f) - No wash may be hung out to dry, or to air, in the portion of any lot facing the street.
- (g) - No exposed fuel, gas or oil containers shall be permitted on any lot.
- (h) - No gas outboard motors shall be permitted to operate in lakes.

13. The only signs to be permitted are those reading "For Sale" or "For Rent" or appropriate signs of the building contractor during the period of construction or appropriate signs of any real estate dealer who may handle the property; however, in no event shall any sign exceed six (6') square feet in area.

14. The exterior of any building shall be of solid brick, brick veneer, B-grade siding or better, or other building materials considered first quality by the trade and approved by the Architectural Committee.

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through Block A, and also Block B, are to be known and designated as multiple family lots and no structure shall be erected on any of the said lots exceeding one four-family dwelling not to exceed three stories in height or the equivalent.

5. No trailer, tent, shack, garage or other outbuilding erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used for residential purposes on any of the lots in this subdivision. No trailer may be parked or shack erected for construction purposes on any lot in this subdivision.

6. No portion of any building shall be erected nearer than thirty-five (35') feet to any front line bounding on a street, nor nearer than thirty-five (35') feet to any back line bounding on a street, nor nearer than twelve (12') feet to the South or West side line or six (6') feet to the North or East side line. On corner lots, the determination as to which portion of the lot is the front lot line shall be determined by the Architectural Committee; however, if any owner shall elect to use two or more lots for one building, the boundary line between the lots so used shall be regarded as non-existing for the purpose of determining the setback of the structure. The setback provisions herein prescribed may be altered by the Architectural Committee whenever in their judgment the topography or configuration of any lot renders the setback provisions as herein prescribed unreasonable or imposing undue restrictions on that lot or the owners thereof.

7. With respect to the multiple family lots hereinabove referred to until a four-family dwelling has been commenced to be erected on any lot, any lot or lots can be resubdivided so as to allow townhouses to be erected thereon, which said resubdivision shall be approved by the Architectural Committee hereinafter named.

8. No building erected on any lot shown on said plats, except the multiple family lots, shall contain less than seventeen hundred (1700) square feet, excluding a garage or carport and no residence of one and one-half stories or two story houses erected shall have less than two thousand (2000) square feet, excluding garages or carports. Said square foot area shall include a completed room over the garage. Any townhouse erected on the multiple family lots shall contain not less than nine hundred (900) square feet; any duplex erected on the multiple family lots shall contain not less than eighteen hundred (1800) square feet, any triplex erected on the multiple family

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13. No structure of any kind shall be erected, placed or altered on any building lot in this subdivision until the plans, specifications and location for same have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision by the majority of the Architectural Committee. The Architectural Committee shall be appointed by Rivers Point Co. until seventy-five (75%) per cent of the lots have been sold, after which said Architectural Committee, comprising three (3) members, shall be elected by the then owners of the lots in the subdivision evidenced by the recordation of same in the R.M.C. Office for Charleston County. At a meeting of owners to appoint the Architectural Committee, the owner or owners of each lot as shown on the plats hereinabove referred to, shall be entitled to one vote for each lot owned and a decision shall be by a majority of the votes of the owners present and voting at the meeting. In case there is more than one owner of a lot present at a meeting, said joint owners shall, by majority of the joint owners of each particular lot jointly owned, appoint one person to vote for that particular jointly owned lot. In case of a vacancy on the Architectural Committee, a meeting of owners shall be called. The owners and Architectural Committee may pass rules from time to time governing their meetings. In the event the said Committee fails to approve or disapprove such plans, specifications and location within thirty (30) days after said plans, specifications and location have been submitted to it, such approval will be deemed to have been granted. The members of such Committee shall cease on and after twenty-five (25) years from date hereof and thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the said Committee. In the event that any property owner shall feel aggrieved by the refusal of this Committee to grant the approval specified herein, then such property owner shall have the right to appeal to the property owners in the subdivision. By an appropriate written instrument, two-thirds (2/3) of said property owners may overrule the decision

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of the said Architectural Committee, and then the said aggrieved property owner may proceed as if the approval of said Committee had been granted in the first instance. A purchaser shall accept any written approval purporting to be signed by a majority of the Architectural Committee without further inquiry.

16. These restrictions may be modified by written instrument signed by the owners of two-thirds (2/3) of the lots and recorded in the R.M.C. Office for Charleston County.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 30th day of December, 1982.

IN THE PRESENCE OF:

Eileen F Ford
Roman Whittle
(as to Rivers Point Co.)

Eileen F Ford
Roman Whittle
(as to Ford Brothers)

Eileen F Ford
Roman Whittle
(as to Kinney)

Eileen F Ford
Roman Whittle
(as to RAS)

Francis M. Baker
(as to D. C. and Callope M. Liollio)

(as to Vermal W. Pettigrew and Inez Pettigrew)

Eileen F Ford
Roman Whittle
(as to David L. and Linda Bishop)

RIVERS POINT CO., a Limited Partnership
By William J Ford
William J. Ford, General Partner

FORD BROTHERS CONSTRUCTION COMPANY, INC.
By William J Ford
William J. Ford, President
By William J Ford, Jr
William J. Ford, Jr, Secretary

KINNEY AND ASSOCIATES
By John L. Kinney
Partner

RAS, a Partnership
By John L. Ripley
John L. Ripley, Managing Partner

Lionel Frost (LS)

D. G. Liollio (LS)

Callope M. Liollio (LS)

Vermal W. Pettigrew (LS)

Inez Pettigrew (LS)

David L. Bishop (LS)

Linda Bishop (LS)

DRAFT

sent to Toley
9-29-01

SECOND AMENDMENT
TO
RIVERS POINT
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned lot owners, in accordance with the provisions of the restrictive covenants covering said subdivision recorded in the RMC Office for Charleston County, SC, in Book A131 at Page 001, as amended by Amended Restrictive Covenants of Rivers Point recorded in said RMC Office in Book C209 at Page 191 (hereinafter referred to as the "Restrictive Covenants"), on this _____ day of _____, 2001, do hereby modify the Restrictive Covenants as follows:

1. Paragraph 5: The last sentence is deleted in its entirety and the following substituted therefor:

No trailer may be parked or shack erected for construction purposes on any lot in this subdivision, except for those trailers that deliver construction supplies or equipment, which may be parked on a temporary basis not to exceed three days.

2. Paragraph 6: The first sentence is deleted in its entirety and the following substituted therefor:

No portion of any building shall be erected nearer than thirty-five feet (25') to any front line bounding on a street, nor nearer than thirty-five feet (25') to any back line bounding on a street, nor nearer than twelve feet (12') to the South or West side line or six feet (6) to the North or East side line.

3. Paragraph 8 is amended to add the following sentence at the end of said Paragraph:

A tree on any property that is considered a major tree may not be cut to accommodate construction, except as authorized by City of Charleston permit and the Rivers Point Architectural Committee.

4. Paragraph 9 is amended to add the following sentences at the end of said Paragraph:

A higher fence or portion of fence may be erected if there is a requirement to block any unsightly view, or to provide a larger degree of privacy, if the written consent of the current owners of all bordering properties is granted. In all cases, the subordinate or inferior grade of the fence shall face into the property that is erecting the fence."

5. Paragraph 12: Subparagraph (b) is amended to add the following sentence at the end of said Subparagraph:

Garbage and trash pickup is provided by the City of Charleston on scheduled days of each week. Containers and accumulated trash, except

for tree and brush debris, shall not be placed at the curb for pick-up sooner than two days prior to the scheduled pick-up day. Construction material, old tires and tree/brush debris in excess of 4' length will not be picked up and disposal is the responsibility of the owner.

6. Paragraph 12: The following Subparagraphs are added:

- (i) All homeowner installed security lighting is restricted to the illumination of the homeowner's property only and shall not unreasonably infringe on any other homeowners property or communal property.
- (j) Loud and obnoxious music and party noise that is an annoyance to any neighbor shall be avoided.
- (k) Solicitation is not allowed in the community, except for subdivision, matters of political affirmation and voting, and public declarations or postings that inform the general public in accordance wit law.
- (l) Parking of personal boats and/or watercraft on trailers is not allowed on a permanent basis unless said boat or craft is placed out of sight in a garage or behind a fence or other covering object or in a side or back yard.
- (m) Automobiles or other vehicles on blocks and/or under repair are not allowed except when they are garaged and out of sight.

7. The existing Paragraph 16 is renumbered as Paragraph 18.

8. The existing Paragraph 15 is renumbered as Paragraph 16.

9. The following is added as new Paragraph 15:

15. Construction of homes on home sites (lots), and major remodeling construction is not allowed on any Sunday or on any National holiday, except for any construction or re-construction being accomplished as a result of a natural disaster. Hours of construction shall be no earlier than 7:00 AM and not later than 6:00 PM

10. The following is added as new Paragraph 17:

17. All properties and dwellings, garages and outbuildings thereon shall be properly maintained. Grass, shrubs, bushes, bedding and ornamental trees shall be kept trimmed. Exteriors of all buildings shall not show deterioration, rust or other state of disrepair.

All other provisions of the Restrictive Covenants shall remain unchanged.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals.

Recommended Changes
to
Rivers Point Subdivision Covenants
as

Recorded in Book A131 Page 001, Charleston County RMC Office

Paragraph 5, last sentence:

Currently reads: "No trailer may be parked or shack erected for construction purposes on any lot in this subdivision."

Proposed: "No trailer may be parked or shack erected for construction purposes on any lot in this subdivision, except for those trailers that deliver construction supplies or equipment, which may be parked on a temporary basis not to exceed three days."

Paragraph 6, first sentence:

Currently reads: "No portion of any building shall be erected nearer than thirty-five feet (35') to any front line bounding on a street, nor nearer than thirty-five feet (35') to any back line bounding on a street, nor nearer than twelve feet (12') to the South or West side line or six feet (6') to the North or East side line."

Proposed: Sentence stays the same except to change the thirty-five feet (35') requirement to a twenty-five (25') requirement to match the setback restrictions for residential building in the City Of Charleston.

Paragraph 8:

Proposed: Add last sentence that reads: "A tree on any property that is considered a major tree may not be cut to accommodate construction, except as authorized by City of Charleston permit and the RPP Architectural Review Committee."

Paragraph 9:

Currently reads: "No fence shall be erected closing the front portion of any lot beyond the front of the dwelling and any fence on the rear portion of the lot shall not be over four and one-half feet (4-1/2') in height."

Proposed: Add last sentences that read: "A higher fence ^{on portion of the fence} may be erected if there is a requirement to block any unsightly view, or to provide a larger degree of privacy, if the ^{written} consent of the owners of all bordering properties is granted. In all cases, the subordinate or inferior grade of the fence shall face into the property that is erecting the fence."

Paragraph 12:

Currently reads: "No noxious or offensive activity...[et al]..." shall remain as written and the following added:

except for

tree & brush debris is in

Proposed: Existing (b), add last sentences that read: Garbage and trash pickup is provided by the City of Charleston on scheduled days of each week. Containers and accumulated trash shall not be placed at the curb for pick-up sooner than two days prior to the scheduled pick-up day. Construction material, old tires and tree/brush debris in excess of 4' length will not be picked up and disposal is the responsibility of the owner. Add the following inclusive sections:

(i) Owners, or renters occupying an owners dwelling, may not park their business trucks or business vehicles at other than construction sites, unless said vehicle is parked in their garage and is out of sight of any neighboring property.

(j) All homeowner installed security lighting is restricted to the illumination of the homeowner's property only and shall not *unreasonably* infringe on any other homeowners property or communal property.

(j) Loud and obnoxious music and party noise that is an annoyance to any neighbor shall be avoided.

(k) Solicitation is not allowed in the *subdiv* community, except for community affairs, matters of political affirmation and voting, and public declarations or postings that inform the general public in accordance with law.

(l) Parking of personal boats and/or watercraft on trailers is not allowed on a permanent basis unless said boat or craft is placed out of sight in a garage or behind a fence or other covering object. *side of back*

(m) Automobiles or other vehicles on blocks and/or under repair are not allowed except when they are garaged and out of sight

New Paragraphs: Proposed: Change existing paragraph numbers 15 and 16 to become paragraphs 16 and 17, respectively, and add new paragraph 15 and 18, which read:

15. Construction of homes on home sites (lots), and major remodeling construction is not allowed on any Sunday or on any National holiday, except for any construction or re-construction being accomplished as a result of a natural disaster. Hours of construction shall be no earlier than 8:00AM and no later than 6:00PM.

7:00 DST + 8:00

18. All properties and dwellings, garages and outbuildings thereon shall be properly maintained. Grass, shrubs, bushes, bedding and ornamental trees shall be kept trimmed. Exteriors of all buildings shall not show deterioration, rust or other state of disrepair.

COVENANTS, CONDITIONS & RESTRICTIONS

FORWARD

The following Covenants, Conditions and Restrictions, commonly referred to as "CC&Rs", are a direct extrapolation of our original "restrictive covenants - running with land" which we have all been subject to by virtue of buying and/or building a residence within the Rivers Point Plantation subdivision as described in various sections herein.

The purpose of CC&Rs is to separate the original covenants into understandable terms, without the legal jargon that is confusing to even the most learned real estate agent, building contractor and even - yes - lawyers themselves.

For the purpose of the CC&Rs, each covenant, per se, is given an Article number which equates, roughly, to the sequence in which it appears in the original covenants narrative. In some cases, one covenant actually addresses two distinct issues, so we have tried to separate the two into separate Articles. In some cases, we feel that the original covenant did not explain the point in sufficient detail, or cover salient points that are of vital interest to all of us as land and/or property owners - so we expanded these within the "intent" of the original covenant.

The CC&Rs are intended to be impartial, fair and flexible relative to governing rules, regulations and architectural guidelines that we all must live with in our respective community. They are meant to be "legally binding", per the original covenants. Similarly, they are considered to be "agreed to and accepted" by the land owner or home owner who bought their land/home in this subdivision.

The CC&Rs, like the original covenants are subject to amendment per 2/3 majority vote of the land/home owners of the subdivision. The Rivers Point Plantation Civic Association (RPPCA) is a subdivision elective body that will act to coordinate all such efforts, and to hear any disagreement - by any party - concerning grievance as a result of the CC&Rs and their enforcement by the Architectural Committee. All grievances, or disagreement with the interpretation of the original covenants as provided in the CC&Rs, shall be addressed directly to the Executive Board of the RPPCA.

Remember, these are your CC&Rs. They are meant for your protection of property value, for your protection of privacy, and to protect your right to enjoy a community and neighborhood that is developed and maintained consistent with accepted, reasonable architectural standards and decorum.

COVENANTS, CONDITIONS AND RESTRICTIONS

(CC&Rs)

RIVERS POINT PLANTATION SUB-DIVISION

These CC&Rs are extrapolated from the original restrictive covenants as recorded in the Register Mesne Conveyance (R.M.C.) Office for Charleston County, Book A131 Page 001, as amended in Book C209 Page 191.

ARTICLE 1 - BURDEN

These covenants are to run with the land and shall be binding on all parties and all persons who buy building lots or homes constructed on lots within the Rivers Point Plantation sub-division.

ARTICLE 2 - TERM

These CC&Rs are in effect for ten (10) years from the date they were recorded (December 30th, 1982), after which time they shall automatically be extended for successive periods of five (5) years unless a written change or amendment is recorded in accordance with Article 3.

ARTICLE 3 - CHANGES

These CC&Rs can be changed or amended in whole or in part by a *written amendment, signed by a majority of the owners* of the lots and/or homes, and recorded in the Charleston County R.M.C. Office.

ARTICLE 4 - ENFORCEMENT

Enforcement of these CC&Rs shall be by proceedings at law or in equity against any person or persons violating or attempting to violate them. Such enforcement can be executed to either restrain the violation or to recover damages. Both the sub-division Architectural Committee and the Civic Association may initiate proceedings. Individual property owners may appeal to either of these elected bodies when they feel a violation has occurred. Violation of any of these restrictions will not result in reversion.

ARTICLE 5 - INVALIDATION

Invalidation of any one of the CC&Rs by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

ARTICLE 6 - ARCHITECTURAL COMMITTEE

6.1 - ELECTION

After achieving seventy-five percent (75%) ownership of the lots in the sub-division, an Architectural Committee comprised of three (3) members was elected by the property owners at a meeting held for this purpose. Notification and voting privileges were in accordance with dictates of the original covenants.

6.2 - TERM

The Architectural Committee shall cease on and after twenty-five (25) years from December 30th, 1982 (i.e., December 30th, 2007). Thereafter, the approval described in Article 11 shall not be required unless a written amendment is made prior to this date by the majority of record owners of the lots, which can extend the term of the Committee or appoint a representative or representatives who will thereafter exercise the same powers of the Committee.

6.3 - MEETINGS

The Architectural Committee shall hold regular meetings to review any action, claim or condition before it. The owners and Architectural Committee may pass rules from time to time governing their meetings.

6.4 - VACANCY

In the event of a vacancy on the Architectural Committee, a meeting of the owners shall be called and a vote taken to determine a person to fill the vacancy.

ARTICLE 7 - LOT DESIGNATIONS AND ASSOCIATED BUILDING STRUCTURES

All lots on the original plats as recorded in the Charleston County R.M.C. Office are designated as residential lots for single family dwellings, except for Block A Lots 1 through 12 and 19 through 23, and Block B Lot 1 which are designated lots for multiple family dwellings.

ARTICLE 8 - RE-SUBDIVISION

Multiple family lots designated in the original plats may be re-subdivided so as to allow townhouses to be erected if other four-family dwelling construction has not commenced. However, any re-subdivision must be approved by the Architectural Committee.

ARTICLE 9 - BUILDING DEFINITIONS

9.1 - SINGLE FAMILY DWELLINGS

A single family dwelling is defined as a detached home not to exceed three stories in height or the equivalent, having a minimum of seventeen hundred (1700) square feet if one story; and a minimum of two thousand (2000) square feet if one and one-half to two stories in height. Square foot calculation will include a completed room over the garage. Garages and carports are excluded.

9.2 - MULTIPLE FAMILY DWELLINGS

A multiple family dwelling is defined as a structure not to exceed one four-family dwelling not to exceed three stories in height or the equivalent, having a minimum of nine hundred (900) square feet if a townhouse; having a minimum of eighteen hundred (1800) square feet if a duplex; having a minimum of twenty-seven hundred (2700) square feet if a triplex; and having a minimum of thirty-six hundred (3600) square feet if a quadraplex.

9.3 OTHER STRUCTURES

No trailer, tent, shack, garage, structure of a temporary character or other outbuilding erected in this subdivision shall at any time be used as a residence, either temporarily or permanently.

ARTICLE 10 - SETBACKS

No portion of any building shall be erected nearer than thirty-five feet (35') to any front line bounding on a street, or nearer than thirty-five feet (35') to any back line bounding on a street, or nearer than twelve feet (12') to the South or West side line; or six feet (6') to the North or East side line.

On corner lots, the determination as to which portion of the lot is the front lot line shall be determined by the Architectural Committee.

If any owner shall elect to use two or more lots for one building, the boundary line between the lots shall be regarded as non-existing for determining the setback of the structure.

These setback provisions may be altered by the Architectural Committee whenever, in their judgement, the topography or the configuration of any lot renders the setback provisions to be unreasonable or the provisions impose undue restrictions on construction of a dwelling on that lot by the owner.

ARTICLE 11 - BUILDING PLANS

11.1 - PLAN APPROVAL/DISAPPROVAL

No structure of any kind shall be erected, placed or altered on any building lot in this sub-division until the plans, specifications and location for the construction/alteration have been approved in writing by the Architectural Committee as to conformity and harmony of external design with existing structures in the sub-division.

In the event the Architectural Committee fails to approve or disapprove the plans, specification and location within thirty (30) days after submission, approval will be considered to be granted.

A purchaser may accept any written approval claiming to have been approved by a majority of the Architectural Committee without further inquiry, as long as such written approval refers to a Committee log book entry.

11.2 - GRIEVANCE APPEAL

In the event that any property owner or builder shall feel aggrieved by the refusal/disapproval of plans, specification and location for construction/alteration by the Architectural Committee, then the property owner has the right to appeal to the other property owners in the sub-division.

A written veto, signed by two-thirds (2/3s) of the property owners of the sub-division may overrule a decision of the Architectural Committee. Such veto will allow the aggrieved property owner to proceed as if approval of the Architectural Committee had been granted in the first place.

ARTICLE 12 - BUILDING RESTRICTIONS

12.1 - MATERIALS

The exterior of any building shall be of solid brick, brick veneer, B-grade siding or better, or other building materials considered first quality by the trade and approved by the Architectural Committee.

12.2 - DRIVEWAYS

All driveways shall be paved and tied into the paving at the street. No coping will be higher than the paving tied into the street.

12.3 - FENCES

Fences will not be erected which close the front portion of any lot beyond the front of the dwelling and any fence on the rear portion of the lot shall not be over four and one-half feet (4.5')

in height.

12.4 - EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the sub-division plats (Plat Book AN, page 79; Plat Book AQ, page 31 and 32).

ARTICLE 13 - BUILDER/CONTRACTOR/AGENCY RESTRICTIONS

13.1 - RULES, REGULATIONS AND CONTROLS

Standing rules and regulations governing building/dwelling construction, alteration and renovation will be adopted, maintained and enforced by the Architectural Committee. At a minimum, these rules will include periodicity (operating days and hours), refuse and waste collection and disposal, storage of materials, concrete spillage, safety (including fire control and back-filling) and general workman conduct.

13.2 - DEPOSITS AND FEES

The Architectural Committee may require the tender of reasonable plan review fees to cover any material, correspondence, postal, duplication or filing fee costs. The Committee may require a deposit be made as security that standing rules and regulations adopted under Article 13.1 are complied with by the general contractor for new construction. All review fees and deposits will be provided to the Rivers Point Civic Association. Deposits will be returned to a general contractor who has completed construction and has been issued a "Certificate of Completion" by the Architectural Committee.

13.1 - SIGNS

The only signs to be permitted are those reading "For Sale", "For Rent", appropriate signs of the building contractor during the period of construction, or appropriate signs of any real estate dealer who may handle the property. In no event shall any sign exceed six (6) square feet in area.

13.2 - TRAILERS AND SHACKS

Trailers may not be parked and used and shacks can not be erected for construction purposes on any lot in this sub-division.

ARTICLE 14 - NOXIOUS/OFFENSIVE ACTIVITY

14.1 - ANNOYANCE AND DISTURBANCE

No activity will be allowed on any lot which may be, or may become, an annoyance or nuisance to the neighborhood or one's neighbor.

14.2 - LIVESTOCK AND PETS

Horses, cows, chickens, pigs or other such livestock are prohibited in the sub-division. All pets must be kept quiet at all times. All pets must have current tags indicating appropriate inoculation against disease. Dangerous dogs are not allowed unless chained.

14.3 - VEHICLES

No house trailer or trucks larger than a 3/4 ton pickup may be kept permanently or temporarily in the sub-division. No school bus shall be parked in the sub-division.

14.4 - UNSIGHTLY ELEMENTS

Unsightly accumulation of trash or refuse is prohibited. Covered garbage containers are required in accordance with local ordinances and should be resistant to animal intrusion. Pick-up of large furniture pieces or appliances must be pre-arranged so as to limit curb-side duration. Lumber and limb cuttings must be a maximum of four feet (4') in length to qualify for pick-up. Grass clippings and leaves must be contained in plastic bags designed for that use.

No wash may be hung out to dry or to air in the portion of any lot facing the street.

Exposed fuel, gas or oil containers/tanks are not permitted on any lot.

14.5 - LAKE POLLUTION

Gasoline outboard/inboard motors are not permitted to operate in any lake.

ARTICLE 15 - MODIFICATION

These restrictions may be modified by written amendment signed by the owners of two-thirds of the lots and recorded in the R.M.C. Office for Charleston County.

STATE OF SOUTH CAROLINA:
COUNTY OF CHARLESTON:

AMENDED RESTRICTIVE COVENANTS OF
RIVERS POINT

KNOW ALL MEN BY THESE PRESENTS, that the present lot owners in the subdivision known as Rivers Point, have exercised their voting privilege set forth in paragraph 15 of the restrictive covenants covering said subdivision dated December 30, 1982, and recorded in the R.M.C. Office for Charleston County in Book A131, page 001.

1. Subsequent to purchase of seventy-five percent (75%) of subdivision lots by lot owners, evidenced by deeds recorded in said R.M.C. Office for Charleston County, all lot owners of record as of 15 September 1991 were notified by mail of a meeting to be held to elect three new members of the subdivision Architectural Committee, in accordance with aforementioned said subdivision restrictive covenants.
2. Said meeting was held on November 13, 1991, at which time three new members of the Architectural Committee were duly elected by a majority of the present lot owners present and voting. All other aforementioned restrictive covenants were reaffirmed and remain unchanged and in full force and effect.
3. The election of a new Architectural Committee is evidenced by the recordation of this document in the R.M.C. Office for Charleston County.

IN WITNESS WHEREOF, the undersigned RIVERS POINT Architectural Committee have hereunto set their hands and seals this 19th day of December, 1991.

BK C209PG192

RIVERS POINT ARCHITECTURAL COMMITTEE:

BY *Maurice D. Horn, Jr.* (LS)
MAURICE D. HORN, JR. Member
54 Rivers Point Row

Roger Michael Muir (LS)
ROGER MICHAEL MUIR Member
8 Clam Shell Row

Richard L. Rhoderick (LS)
RICHARD L. RHODERICK Member
30 Forde Row

IN THE PRESENCE OF:

Jane A. Horn
J. Eric Forsberg

STATE OF SOUTH CAROLINA:

COUNTY OF CHARLESTON:

PERSONALLY appeared before me Jane A. Horn and made oath that (s)he saw the within named Rivers Point Architectural Committee members sign, seal and as the act of said committee, deliver the within written instrument, and that (s)he with J. Eric Forsberg witnessed the execution thereof.

SWORN to before me this 19th day of December 1991.

Gary A. Benton (seal)
Notary of South Carolina
My commission expires August 10, 1993

Jane A. Horn

Maurice D. Horn
54 Rivers Point Row
Class SC
29412

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ROBERT H. KING
REGISTER
CHARLESTON COUNTY SC

STATE OF SOUTH CAROLINA

BK 0 647PG725

COUNTY OF CHARLESTON

**AMENDMENT OF RESTRICTIVE
COVENANTS OF
RIVERS POINT SUBDIVISION**

WHEREAS, certain restrictive covenants have been placed upon Rivers Point subdivision as evidenced by that instrument dated December 30, 1982 and recorded in the R.M.C. Office for Charleston County in Book A131, Page 001; and

WHEREAS, Paragraph 15 of said covenants provides for the election of members of an Architectural Committee for the subdivision; and

WHEREAS, Paragraph 15 further stipulates that "the members of such Committee shall cease on and after twenty-five (25) years" from the date of the aforementioned restrictive covenants and that "thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the said Committee"; and

WHEREAS, the present record owners of a majority of the lots in the subdivision known as Rivers Point wish to extend the powers previously exercised by the Architectural Committee beyond the aforesaid twenty-five (25) years;

NOW, THEREFORE, the present record owners of a majority of the lots in Rivers Point subdivision do hereby appoint three (3) representatives who shall hereafter exercise the same powers previously exercised by the said Architectural Committee: Georgiana F. Powers (117 Oyster Point Row), Michael S. Rosenberg (62 Rivers Point Row), and Peter W. Kfoury (13

Clamshell Row). The term of each representative shall be three years, which shall be renewable for repeated three-year terms with the consent of the representative and a vote of the members of the Rivers Point Civic Association. In the event that any of these representatives shall wish to resign, the election of a new representative shall take place using the same procedures set forth in Paragraph 15 of the restrictive covenants for the election of Architectural Committee members.

IN WITNESS WHEREOF the undersigned majority of all of the present record owners listed below, have hereunto set their hands and seals this 27th day of December, 2007.

WITNESSES:

_____ By: _____
Dennis Lee Baker

_____ By: _____
(as to Dennis Lee Baker & Ellen Beth Baker) Ellen Beth Baker
(3 Clam Shell Row)

_____ By: _____
Benjamin T. Nelson

_____ By: _____
(as to Benjamin T. Nelson & Pamela D. Nelson) Pamela D. Nelson
(4 Clam Shell Row)

_____ By: _____
Shu Min Tu

_____ By: _____
(as to Shu Min & Yen-Chih Tu) Yen-Chih Tu
(5 Clam Shell Row)

WITNESSES:

David A. Cassidy

By: Stephen A. Gisburne
Stephen A. Gisburne (Trustee, Living Trust)

Lisa W. Cassidy
(as to Stephen A. & Sandra J. Gisburne)

By: Sandra J. Gisburne
Sandra J. Gisburne (Trustee, Living Trust)
(8 Clam Shell Row)

David A. Cassidy

By: Milton Wilson
Milton Wilson

Lisa W. Cassidy
(as to Milton & Melanie N. Wilson)

By: Melanie N. Wilson
Melanie N. Wilson
(9 Clam Shell Row)

David A. Cassidy

By: Matthew C. McElwee
Matthew C. McElwee

Lisa W. Cassidy
(as to Matthew C. & Cheri J. McElwee)

By: Cheri J. McElwee
Cheri J. McElwee
(10 Clam Shell Row)

David A. Cassidy

By: Russell A. Neimy
Russell A. Neimy

Lisa W. Cassidy
(as to Russell A. & Susan N. Watson Neimy)

By: Susan N. Watson Neimy
Susan N. Watson Neimy
(11 Clam Shell Row)

David A. Cassidy

By: Sheryl B. O'Quinn
Sheryl B. O'Quinn
(12 Clam Shell Row)

Lisa W. Cassidy
(as to Sheryl B. O'Quinn)

WITNESSES:

David A. Cassidy

Lisa W. Cassidy
(as to Peter W. Kfoury)

David A. Cassidy

Lisa W. Cassidy
(as to William A. & Jane C. Brown)

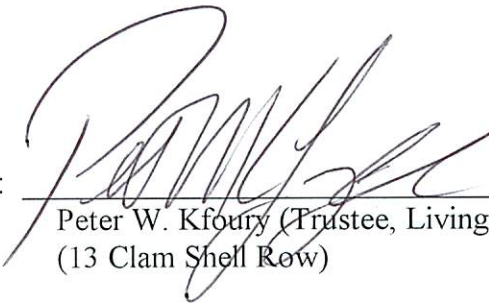
David A. Cassidy

Lisa W. Cassidy
(as to James R. Glover)


(as to Charles A. Ball)

David A. Cassidy

Lisa W. Cassidy
(as to Gene A. Palmatier & Mary B. Palmatier)


By: 
Peter W. Kfoury (Trustee, Living Trust)
(13 Clam Shell Row)

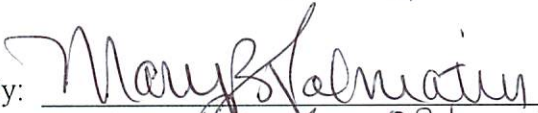
By: 
William A. Brown

By: 
Jane C. Brown
(14 Clam Shell Row)

By: 
James R. Glover
(3 Conch Corner)

By: _____
Charles A. Ball
(4 Conch Corner)

By: 
~~King R. Traub~~ Gene A. Palmatier

By: 
~~Julie D. Traub~~ Mary B. Palmatier
(3 Forde Row)

WITNESSES:

By: _____

Deborah A. Cherry
(7 Forde Row)

(as to Deborah A. Cherry)

David A. Cassi

By: *Ellen Gray Watson*

Ellen Gray Watson
(8 Forde Row)

Risa W. Cassidy

(as to Ellen Gray Watson)

By: _____

Raymond D. Marfino

(as to Raymond D. Marfino)

David A. Cassi

(11 Forde Row)

(11 Forde Row)

Risa W. Cassidy

(as to George & Martha Busch)

By: *George Busch*

George Busch

By: *Martha Busch*

Martha Busch
(12 Forde Row)

By: _____

Christyne E. Strickland

(as to Christyne E. Strickland
& Walter Lee Strickland)

By: _____

Walter Lee Strickland
(15 Forde Row)

WITNESSES:

BK 0 647PG730

David A. Cairns

By: Hugh Egbert Cairns Sr
Hugh Egbert Cairns, Sr.
(Co-Trustee, Living Trust)

Lisa W. Cassidy
(as to Hugh Egbert Cairns, Sr.
& Charlotte Cairns)

By: Charlotte E. Cairns
Charlotte Cairns (Co-Trustee, Living Trust)
(16 Forde Row)

By: _____
Ford P. Menefee

_____ (as to Ford P. & Deidre P. Menefee)

By: _____
Deidre P. Menefee
(19 Forde Row)

David A. Cairns

By: William James Clees
William James Clees (Co-Trustee, Living Trust)

Lisa W. Cassidy
(as to William James & Elsie L. Clees)

By: Elsie L. Clees
Elsie L. Clees (Co-Trustee, Living Trust)
(20 Forde Row)

David A. Cairns

By: Gary L. Wright
Gary L. Wright

Lisa W. Cassidy
(as to Gary L. Wright &
Susanne E. Ducharme)

By: Susanne E. Ducharme
Susanne E. Ducharme
(23 Forde Row)

By: _____
Paula Diane Ruth (50% interest)
(24 Forde Row)

_____ (as to Paula Diane Ruth)

WITNESSES:

BK 0 647PG731

David A. Carter

Aisa W. Cassidy
(as to Arlene M. Parker)

(as to Timothy R. & Sherry Bryson)

(as to Paul M. & Tricia C. Cordina)

David A. Carter

Aisa W. Cassidy
(as to Leroy & Anne K. Spivey)

(as to Rhett L. & Lisa C. Butler)

By: Arlene M. Parker
Arlene M. Parker
(30 Forde Row)

By: _____
Timothy R. Bryson

By: _____
Sherry Bryson
(31 Forde Row)

By: _____
Paul M. Cordina

By: Tricia C. Cordina
Tricia C. Cordina
(35 Forde Row)

By: Leroy Spivey
Leroy Spivey

By: Anne K. Spivey
Anne K. Spivey
(36 Forde Row)

By: _____
Rhett L. Butler

By: _____
Lisa C. Butler
(37 Forde Row)

WITNESSES:

BK 0 647PG732

David A. Cassie

By: Robert M. Norton
Robert M. Norton

Misa W. Cassidy
(as to Robert M. & Elizabeth F. Norton)

By: Elizabeth F. Norton
Elizabeth F. Norton
(40 Forde Row)

David A. Cassie

By: C. Stoney Thornley
C. Stoney Thornley

Misa W. Cassidy
(as to C. Stoney & Mary D. Thornley)

By: Mary D. Thornley
Mary D. Thornley
(41 Forde Row)

David A. Cassie

By: William G. Hantske, Jr.
William G. Hantske, Jr. (Trustee, Living Trust)

Misa W. Cassidy
(as to William G. Hantske, Jr.
& Anne McGerrigle Hantske)

By: Anne M. Hantske
Anne McGerrigle Hantske
(Trustee, Living Trust)
(42 Forde Row)

By: _____
Thomas A. Brown

_____ (as to Thomas A. & Janie H. Brown)

By: _____
Janie H. Brown
(1 Oyster Corner)

By: _____
Bethany United Methodist Church
of James Island
Its: _____
(3 Oyster Corner)

_____ (as to Bethany United Methodist Church
of James Island)

WITNESSES:

BK 0 647PG733

David A. Cassidy

Lisa W. Cassidy
(as to Mary B. Martin)

(as to Timothy L. & Amanda F. Shannon)

(as to Grace M. Tangemann)

(as to Marjorie E. Bartlett n/k/a Marjorie Drum)

David A. Cassidy

Lisa W. Cassidy
(as to Michael Stephen Chase)

By: Mary B. Martin
Mary B. Martin
(4 Oyster Corner)

By: _____
Timothy L. Shannon

By: _____
Amanda F. Shannon
(5 Oyster Corner)

By: _____
Grace M. Tangemann
(6 Oyster Corner)

By: _____
Marjorie E. Bartlett
n/k/a Marjorie Drum
(105 Oyster Point Row)

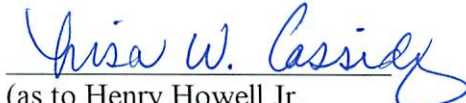
By: Michael Stephen Chase
Michael Stephen Chase
(107 Oyster Point Row)

WITNESSES:

BK 0 647PG734

(as to Barbara C. Schein)



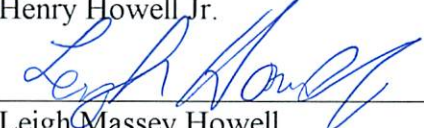

(as to Henry Howell Jr.
& Leigh Massey Howell)

(as to Christopher W.,
Shannon L., & Sara B. Kane)

(as to Lynn H. Brown
& Carolina E. Brown)

By: _____
Barbara C. Schein (Trustee, Living Trust)
(108 Oyster Point Row)

By: 
Henry Howell Jr.

By: 
Leigh Massey Howell
(109 Oyster Point Row)

By: _____
Christopher W. Kane

By: _____
Shannon L. Kane

By: _____
Sara B. Kane
(110 Oyster Point Row)

By: _____
Lynn H. Brown

By: _____
Carolina E. Brown
(111 Oyster Point Row)

WITNESSES:

David A. Cairns

By: Kathy L. Wrenn

Wisa W. Cassidy
(as to Kathy L. Wrenn)

Kathy L. Wrenn
(112 Oyster Point Row)

David A. Cairns

By: Georgiann Ridgill
Georgiann Ridgill
(113 Oyster Point Row)

Wisa W. Cassidy
(as to Georgiann Ridgill)

Georgiann Ridgill

By: Thomas C. Smith
Thomas C. Smith

Wisa W. Cassidy
(as to Thomas C. & Carolyn W. Smith)

By: Carolyn W. Smith
Carolyn W. Smith
(114 Oyster Point Row)

By: _____
George Snider (Trustee, The Oscar Trust)

_____ (as to George, Doris, & Richard Snider)

By: _____
Doris Snider (Trustee, The Oscar Trust)

By: _____
Richard Snider (Trustee, The Oscar Trust)
(115 Oyster Point Row)

David A. Cairns

By: George Andrew Lewis
George Andrew Lewis

Wisa W. Cassidy
(as to George Andrew & Christine D. Lewis)

By: Christine D. Lewis
Christine D. Lewis
(116 Oyster Point Row)

WITNESSES:

Lisa W. Cassidy
David A. Austin
(as to James A. Rock
& Georgiana F. Powers)

By: James A. Rock
James A. Rock

By: Georgiana F. Powers
Georgiana F. Powers
(117 Oyster Point Row)

(as to Colin Linda Parker)

By: _____
Colin Linda Parker
(118 Oyster Point Row)

Lisa W. Cassidy
David A. Austin
(as to Lisa M. Wasoski)

By: Lisa M. Wasoski
Lisa M. Wasoski
(119 Oyster Point Row)

Lisa W. Cassidy
David A. Austin
(as to Conrad D. & Virginia P. Hodges)

By: Conrad D. Hodges
Conrad D. Hodges

By: Virginia P. Hodges
Virginia P. Hodges
(120 Oyster Point Row)

Lisa W. Cassidy
David A. Austin
(as to Thomas C. & Lisa L. McConnell)

By: Thomas C. McConnell
Thomas C. McConnell

By: Lisa L. McConnell
Lisa L. McConnell
(121 Oyster Point Row)

WITNESSES:

David A. Cassidy

By: David C. Hawkins
David C. Hawkins

Lisa W. Cassidy
(as to David C. & Margaret Hawkins)

By: Margaret Hawkins
Margaret Hawkins
(122 Oyster Point Row)

David A. Cassidy

By: David A. Cassidy
David A. Cassidy

Lisa W. Cassidy
(as to David A. & Lisa W. Cassidy)

By: Lisa W. Cassidy
Lisa W. Cassidy
(123 Oyster Point Row)

James L. Parker

By: James L. Parker
James L. Parker

Mary G. Parker
(as to James L. & Mary G. Parker)

By: Mary G. Parker
Mary G. Parker
(124 Oyster Point Row)

By: _____
Phillip David Palmer

(as to Phillip David & Karen H. Palmer)

By: _____
Karen H. Palmer
(125 Oyster Point Row)

WITNESSES:

By: _____
Kong Mao

(as to Kong & Ivey Hsiac-Yung Mao)

By: _____
Ivey Hsiac-Yung Mao
(126 Oyster Point Row)

By: _____
Marilyn I. Glover
(127 Oyster Point Row)

(as to Marilyn I. Glover)

By: _____
Michael A. Uricchio
(128 Oyster Point Row)

(as to Michael A. Uricchio)

David A. Cassin

By: *Clayton C. Mood*
Clayton C. Mood

Lisa W. Cassidy
(as to Clayton C. & Ceceilia G. Mood)

By: *Ceceilia G. Mood*
Ceceilia G. Mood
(129 Oyster Point Row)

David A. Cassin

By: *Carlton R. Crews*
Carlton R. Crews

Lisa W. Cassidy
(as to Carlton R. & Meredith Lyons Crews)

By: *Meredith Lyons Crews*
Meredith Lyons Crews
(130 Oyster Point Row)

WITNESSES:

David A. Casse

By: Thomas L. Seeney, Jr.
Thomas L. Seeney, Jr.

Chisa W. Cassidy
(as to Thomas L. Jr. & Robyn T. Seeney)

By: Robyn T. Seeney
Robyn T. Seeney
(131 Oyster Point Row)

David A. Casse

By: Zola Srour n/k/a Zola Driggers
Zola Srour n/k/a Zola Driggers
(132 Oyster Point Row)

Chisa W. Cassidy
(as to Zola Srour n/k/a Zola Driggers)

By: _____
Randall L. Clark

_____ (as to Randall L. & Ellen K. Clark)

By: _____
Ellen K. Clark
(133 Oyster Point Row)

David A. Casse

By: Cynthia Himes Branch
Cynthia Himes Branch
(134 Oyster Point Row)

Chisa W. Cassidy
(as to Cynthia Himes Branch)

David A. Casse

By: James J. Romano
James J. Romano

Chisa W. Cassidy
(as to James J. & Margaret H. Romano)

By: Margaret H. Romano
Margaret H. Romano
(135 Oyster Point Row)

WITNESSES:

David A. Cassidy

By: Louise G. Weld
Louise G. Weld
(136 Oyster Point Row)

Trisa W. Cassidy
(as to Louise G. Weld)

David A. Cassidy

By: Louis Wesley Williamson
Louis Wesley Williamson

Trisa W. Cassidy
(as to Louis Wesley & Angela M. Williamson)

By: Angela M. Williamson
Angela M. Williamson
(137 Oyster Point Row)

(as to William P. Brantley)

By: _____
William P. Brantley
(138 Oyster Point Row) (vacant lot)

David A. Cassidy

By: Joseph M. Thomas
Joseph M. Thomas

Trisa W. Cassidy
(as to Joseph M. & Carol T. Thomas)

By: Carol T. Thomas
Carol T. Thomas
(139 Oyster Point Row)

David A. Cassidy

By: Michealene E. Flynn
Michealene E. Flynn

Trisa W. Cassidy
(as to Michealene E. & Shaun M. Flynn)

By: Shaun M. Flynn
Shaun M. Flynn
(140 Oyster Point Row)

WITNESSES:

By: _____
Robert Wesley Smith

(as to Robert Wesley Smith
& Cynthia A. Hanlon-Smith)

By: _____
Cynthia A. Hanlon-Smith
(141 Oyster Point Row)

By: _____
William T. Wells

(as to William T. & Cynthia D. Wells)

By: _____
Cynthia D. Wells
(142 Oyster Point Row)

David A. Jones

By: *Ronald D. Holmes*

Ronald D. Holmes

Lisa W. Cassidy
(as to Ronald D. & Martha H. Holmes)

By: *Martha H. Holmes*

Martha H. Holmes
(144 Oyster Point Row)

By: _____
Keith T. Borg

(as to Keith T. Borg &
Kathy H. Borg)

By: _____
Kathy H. Borg
(145 Oyster Point Row)

WITNESSES:


BK 0 647PG742

By: _____
Kenneth M. Ohlinger

(as to Kenneth M. & Martha H. Ohlinger)

By: _____
Martha H. Ohlinger
(146 Oyster Point Row)

David C. Cassidy

By: 

Andrew C. Perkins, Jr.

Risa W. Cassidy
(as to Andrew C. Jr. & Constance J. Perkins)

By: Constance J. Perkins

Constance J. Perkins
(147 Oyster Point Row)

By: _____
J. Yates Dew
(148 Oyster Point Row)

(as to J. Yates Dew)

Risa W. Cassidy

By: O. Hollis Garris

O. Hollis Garris

David C. Cassidy
(as to O. Hollis & Ann G. Garris)

By: Ann G. Garris

Ann G. Garris
(149 Oyster Point Row)

WITNESSES:

BK 0 647PG743

By: _____

Charles D. McNutt
(Lot 68, Block B)

(as to Charles D. McNutt)

By: _____

J. Joseph House Homes, Inc.
Its: _____
(44 Rivers Point Row)

(as to J. Joseph House Homes, Inc.)

Janet M. Brinson

By: Janet^{M.} Brinson

Mira W. Cassidy
(as to Janet M. Brinson)

Janet M. Brinson
(48 Rivers Point Row)

David A. Comstock

By: Leon B. Monk
Leon B. Monk
(50 Rivers Point Row)

Mira W. Cassidy
(as to Leon B. Monk)

David A. Comstock

By: William C. Comstock
William C. Comstock

Mira W. Cassidy
(as to William C. & Marjorie J. Comstock)

By: Marjorie J. Comstock
Marjorie J. Comstock
(52 Rivers Point Row)

WITNESSES:

BK 0 647PG744

David A. Caskey

By: P. D. Horn, Jr.
Maurice D. Horn, Jr.

Risa W. Cassidy
(as to Maurice D. Jr. & Jane A. Horn)

By: Jane A. Horn
Jane A. Horn
(54 Rivers Point Row)

David A. Caskey

By: Melissa H. Cash

Risa W. Cassidy
(as to Melissa H. Cash)

Melissa H. Cash
(56 Rivers Point Row)

David A. Caskey

By: John C. Sloan
John C. Sloan
(58 Rivers Point Row)

Risa W. Cassidy
(as to John C. Sloan)

David A. Caskey

By: Michael S. Rosenberg
Michael S. Rosenberg

Risa W. Cassidy
(as to Michael S. & Cynthia M. Rosenberg)

By: Cynthia M. Rosenberg
Cynthia M. Rosenberg
(62 Rivers Point Row)

David A. Caskey

By: Carol K. Klauber
Carol K. Klauber
(64 Rivers Point Row)

Risa W. Cassidy
(as to Carol K. Klauber)

WITNESSES:

Virginia Anne Rock

By: Scott A. Sherrill
Scott A. Sherrill

Uma W. Cassidy
(as to Scott A. & Lee B. Sherrill)

By: Lee B. Sherrill
Lee B. Sherrill
(66 Rivers Point Row)

(as to Herman Nell Hipp, III)

By: _____
Herman Nell Hipp, III
(68 Rivers Point Row)

(as to William E. Danielson, Jr.
& Carla Danielson)

By: _____
William E. Danielson, Jr.

By: _____
Carla Danielson
(73 Rivers Point Row)

(as to Luke T. & Mason Tralene Bell)

By: _____
Luke T. Bell

By: _____
Mason Tralene Bell
(75 Rivers Point Row)

WITNESSES:

BK O 647PG746

Georgia Frances Lack

By: Heather Crego
Heather Buckhonon Crego
Buckhannon J*

Chisa W. Cassidy
(as to Heather Buckhonon
& Scott Crego)

By: Scott Crego
Scott Crego
(77 Rivers Point Row)

David A. Seifert

By: Paul A. Urie
Paul A. Urie

Chisa W. Cassidy
(as to Paul A. & Susan M. Urie)

By: Susan M. Urie
Susan M. Urie
(79 Rivers Point Row)

By: _____
David A. Seifert

_____ (as to David A. Seifert
& Phyllis Glowatsky Seifert)

By: _____
Phyllis Glowatsky Seifert
(83 Rivers Point Row)

By: _____
Ray Matthew Tiller

_____ (as to Ray Matthew Tiller
& Diane I. Tiller)

By: _____
Diane I. Tiller
(81 Rivers Point Row)

WITNESSES:

David P. Cassin

By: Robert J. Olsen

Miss W. Cassidy
(as to Robert J. Olsen)

Robert J. Olsen
(85 Rivers Point Row)

Georgia James Rock

By: Christopher Holster

Miss W. Cassidy
(as to Christopher Holster)

CHRISTOPHER HOLSTER
(Lot 2, Block D, a/k/a Lot 1, Block D on most recent recorded plat)
89 Rivers Point Row

Georgia James Rock

Daniel A. Nussbaum
Daniel A. Nussbaum

Miss W. Cassidy
(as to Daniel A. Nussbaum & Allison C. Nussbaum)

Allison C. Nussbaum
Allison C. Nussbaum
(95 Rivers Point Row)

WITNESSES:

BK 0 647PG748

By: _____
Carl W. Parnell, Jr.

(as to Carl W. Parnell, Jr. &
Elaine T. Parnell)

By: _____
Elaine T. Parnell
(46 Rivers Point Row)

By: _____
Kenneth H. Hanjes

(as to Kenneth H. & Marlene M. Hanjes)

By: _____
Marlene M. Hanjes
(Lot 42, Block B; Clam Shell Row)

STATE OF SOUTH CAROLINA

BK 0 647PG749

COUNTY OF CHARLESTON

PERSONALLY appeared before me Georgiana Powers Rock and made oath that (s)he saw the within named Thomas C. Smith, Carolyn W. Smith, Janet M. Brinson, Scott A. Sherrill, Lee B. Sherrill, Heather Buckhonon Crego, Scott Crego, Christopher Holster, Daniel A. Nussbaum, Allison C. Nussbaum sign, seal and as their act and deed, deliver the within written instrument, and that (s)he with Lisa W. Cassidy witnessed the execution thereof.

Georgiana Powers Rock
Georgiana Powers Rock

Sworn to and subscribed before me
this 27 day of December, 2007.

Lisa Woodfield Cassidy
Notary Public of South Carolina
My Commission Expires: 08/19/09

STATE OF SOUTH CAROLINA

BK 0 647PG750

COUNTY OF CHARLESTON

PERSONALLY appeared before me David A. Cassidy and made oath that (s)he saw the within named Stephen A. Gisburne, Sandra J. Gisburne, Milton Wilson, Melanie N. Wilson, Matthew C. McElwee, Cheri J. McElwee, Russell A. Neimy, Susan N. Watson Neimy, Sheryl B. O'Quinn, Peter W. Kfoury, William A. Brown, Jane C. Brown, James R. Glover, Gene A. Palmatier, Mary B. Palmatier, Ellen Gray Watson, George Busch, Martha Busch, Hugh Egbert Cairns, Sr., Charlotte Cairns, William James Clees, Elsie L. Clees, Gary L. Wright, Susanne E. Ducharme, Arlene M. Parker, Leroy Spivey, Anne K. Spivey, Robert M. Norton, Elizabeth F. Norton, C. Stoney Thornley, Mary D. Thornley, William G. Hantske, Jr., Anne McGerrigle Hantske, Mary B. Martin, Michael Stephen Chase, Henry Howell Jr., Leigh Massey Howell, Kathy L. Wrenn, Georganne Ridgill, George Andrew Lewis, Christine D. Lewis, James A. Rock, Georgiana F. Powers, Lisa M. Wasoski, Conrad D. Hodges, Virginia P. Hodges, Thomas C. McConnell, Lisa L. McConnell, David C. Hawkins, Margaret Hawkins, James L. Parker, Mary G. Parker, Clayton C. Mood, Ceceilia G. Mood, Carlton R. Crews, Meredith Lyons Crews, Thomas L. Seeney, Jr., Robyn T. Seeney, Zola Srour n/k/a Zola Driggers, Cynthia Himes Branch, James J. Romano, Margaret H. Romano, Louise G. Weld, Louis Wesley Williamson, Angela M. Williamson, Joseph M. Thomas, Carol T. Thomas, Michealene E. Flynn, Shaun M. Flynn, Ronald D. Holmes, Martha H. Holmes, Andrew C. Perkins, Jr., Constance J. Perkins, O. Hollis Garris, Ann G. Garris, Leon B. Monk, William C. Comstock, Marjorie J. Comstock, Maurice D. Horn, Jr., Jane A. Horn, Melissa H. Cash, John C. Sloan, Michael S. Rosenburg, Cynthia M. Rosenburg, Carol K. Klauber, Paul A. Urie, Susan M. Urie, Robert J. Olsen sign, seal and as their act and deed, deliver the within written instrument, and that (s)he with Lisa W. Cassidy witnessed the execution thereof.



David A. Cassidy

Sworn to and subscribed before me
this 27 day of December, 2007.



Notary Public of South Carolina
My Commission Expires: 08/19/09

STATE OF SOUTH CAROLINA

BK 0 647PG751

COUNTY OF CHARLESTON

PERSONALLY appeared before me April Dickerson and made oath that (s)he saw the within named David A. Cassidy and Lisa W. Cassidy sign, seal and as their act and deed, deliver the within written instrument, and that (s)he with Erica Andersen witnessed the execution thereof.

April Dickerson

Sworn to and subscribed before me
this 27 day of December, 2007.

Erica Andersen

Notary Public of South Carolina

My Commission Expires: 7/2/17

BK 0 647PG752

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December 27, 2007
4:13:05 PM

BK 0 647PG725

Charlie Lybrand, Register
Charleston County, SC

Filed By:

RIVERS POINT ARC
C/O DAVID A. CASSIDY
123 OYSTER POINT ROW
CHAS SC 29412

Number of Pages:

28

DESCRIPTION	AMOUNT
AMEND/COV/REST	\$ 33.00
Postage	
TOTAL	\$ 33.00

DRAWER:

B - ECP

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