

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.