

SENT 103 260

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made effective as hereinafter set forth by RIVERS POINT CO., a Limited Partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Charleston, County of Charleston, State of South Carolina, which is more particularly described as:

Rivers Point, Planned-Unit Development, Phase One, consisting of a 26.93 acre tract of land being a portion of Tract "A" Centerville Plantation situated on James Island, County of Charleston, State of South Carolina which is shown on a plat by STS Engineering, Inc. dated November, 1973, and is more fully described by the following metes and bounds:

Beginning at the point of intersection of the Southwest side of Rivers Point Row and the Southeast side of Folly Road, S. C. Highway No. 171. This point being the Westernmost point of the said 26.93 acre tract of lands identified as property of Rivers Point Co., a limited partnership and which point is located a distance of nine hundred twenty-nine and ten/one-hundredths (929.10) feet Northeast of the intersection of the Northeast side of Camp Road, S. C. Highway No. 28 and the Southeast side of Folly Road, S. C. Highway No. 171, and is the point of beginning (POB). Said tract butting and bounding as follows: Beginning at the said point of beginning thence bounded by Folly Road, S. C. Highway No. 171 along a chord the following course and distance: N29° 24' E fifty and four/one-hundredths (50.04) feet to point B; thence bounded by Lot 30 Centerville Plantation and Rivers Point, Phase Six, future development the following course and distance: S56° 12' E seven hundred fifty-three and sixty-eight/one hundredths (753.68) feet to point C; thence bounded by Rivers Point, Phase Six, future development the following courses and distances: along the arc of a curve having a central angle of 90°02', a radius of one hundred nine and ninety-three/one hundredths (109.93) feet, a tangent distance of one hundred ten and no/one-hundredths (110.00) feet and an arc distance of one hundred seventy-three and no/one-hundredths (173.00) feet to point D; thence N31° 46' E six hundred twenty and no/one-hundredths (620.00) feet to point E; thence bounded by Rivers Point, Phase Two, future development the following courses and distances: S58° 14' E two hundred eighty-two and fifty-nine/one-hundredths (282.59) feet to point F; thence N31° 46' E fifty-four and fifty/one-hundredths (54.50) feet to point G; thence bounded by lands of Dorothy Reid Rivers and Rivers Point, Phase Two, future development the following course and distance: S61° 06' E four hundred sixty-five and fifty/one-hundredths (465.50) feet to point H; thence bounded by Rivers Point, Phase Two, future development the following courses and distances: S31° 46' W one hundred and no/one-hundredths (100.00) feet to point I; thence S58° 14' E fifty and no/one-hundredths (50.00) feet to point J; thence along the arc of a curve having a central angle of 90°, a radius of twenty and no/one-hundredths

(20.00) feet, a tangent distance of twenty and no/one-hundreds (20.00) feet and an arc distance of thirty-one and forty-two/one-hundreds (31.42) feet to point K; thence $S58^{\circ} 14' E$ one hundred eighty-nine and twenty-nine/one hundreds (189.29) feet to point L; thence along the arc of a curve having a central angle of 90° , a radius of twenty and no/one-hundreds (20.00) feet, a tangent distance of twenty and no/one-hundreds (20.00) feet and an arc distance of thirty-one and forty-two/one-hundreds (31.42) feet to point M; thence $S58^{\circ} 14' E$ fifty and no/one-hundreds (50.00) feet to point N; thence $S31^{\circ} 46' W$ fifty-five and no/one-hundreds (55.00) feet to point O; thence $S8^{\circ} 14' E$ one hundred thirty and no/one-hundreds (130.00) feet to point P; thence bounded by lands of Creek Point, LTD the following course and distance: $S 31^{\circ} 17' W$ six hundred ninety-five and ninety-two/one-hundreds (695.92) feet to point Q; thence along the center of a creek called Wolf Pit Run, bounded by lands of James Island Elementary School and lands of Payne R.M.U.E. Church the following course and distance: $N77^{\circ} 12' W$ six hundred seventy-one and sixty-eight/one-hundreds (671.68) feet to point R; thence bounded by lands of Payne R.M.U.E. Church the following course and distance: $S28^{\circ} 52' W$ three hundred eighty-two and no/one-hundreds (382.00) feet to point S; thence bounded by Camp Road, S. C. Highway No. 28 the following course and distance: $N70^{\circ} 45' W$ ninety and seventy-one one-hundreds (90.71) feet to point T; thence bounded by lands of Epworth Methodist Church the following courses and distances: $N28^{\circ} 52' E$ five hundred twenty-seven and ten/one-hundreds (527.10) feet to point U; thence $N71^{\circ} 20' W$ four hundred fifteen and nineteen/one-hundreds (415.19) feet to point V; thence bounded by Rivers Point, Phase Five, future development the following course and distance: $N18^{\circ} 56' E$ one-hundred eighty-four and ninety-three/one hundreds (184.93) feet to point W; thence bounded by Rivers Point, Phase Five, future development and Lot 29 Centerville Plantation the following course and distance: $N58^{\circ} 13' W$ eight hundred ninety-eight and ten/one-hundreds (898.10) feet to the point of beginning, as shown on Plat by STS Engineering, Inc. dated November, 1973 and recorded in the R.M.C. Office for Charleston County in Plat Book Ac, Page 146

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value or desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Rivers Point Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean that portion of the Property owned by the Association for the common use and enjoyment of the members of the Association and shall include, but is not limited to, all recreational facilities, community facilities, swimming pools, pumps, trees, landscaping, sprinkler systems, pavements, streets, pipes, wires, conduits, and other public utility lines situated thereon, but shall not include any portion of the Building Locations shown on said plat or any portion of such locations hereinafter described as a "Lot" or dedicated street.

Section 5. "Lot" shall mean and refer to any plot of land shown upon the subdivision map of Phase I attached hereto of the Properties with the exception of the Common Area, and designated "Lot".

Section 6. "Declarant" shall mean and refer to Rivers Point Co., a Limited Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to limit the number of guests of owners;
- (b) The right to the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof with the assent of two-thirds (2/3) of each class membership to mortgage said property, and the rights of such mortgagee in said properties shall be sub-ordinate to the rights of the homeowners hereunder;
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remain unpaid; and for a period not to exceed 30 days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds of each class of members entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance, and

(f) The right of the individual owners to the exclusive use of the parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to

(ii) The exclusive use of a garage and parking for automobiles in the driveway, which shall be appurtenant to the said Lot, together with the right of ingress and egress in and upon said parking areas.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including contract Sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot, Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV
VOTING RIGHTS

The Association shall have two classes of voting membership;

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) Four (4) years from the date hereof.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot in which the improvements have been completed and capable of occupation for 60 days, or are occupied, owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments are to be established and collected

as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Forty and No/100 (\$240.00) Dollars per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by a vote of two-thirds (2/3) of each class of members at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment

applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots subject to assessment and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the

annual assessment shall be sent to every Owner subject thereto. The due dates and method of collection shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Eight (8%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of South Carolina. However, no land or improvements devoted to dwelling use shall be exempt from said assessments, except as is provided in Article V, Section 1.

ARTICLE VI

ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any Lot in this subdivision until two (2) sets of building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design and existing structures in this subdivision, by an Architectural Control Committee composed of the Board of Directors of the Association or of three (3) persons designated by the Board. The names of these persons who shall constitute the Architectural Control Committee shall be kept in the records of said Association. In the event of the death or resignation of any member of said committee the remaining member or members of said committee shall have the full authority to pass upon said building plans, specifications and plot plan and to approve or disapprove the same and said committee may designate a representative with like authority to act for it. In the event said Committee or its designated representative shall fail to approve or disapprove such plans, specifications or plot plan within thirty (30) days after such plans and specifications have been submitted to it, then such approval shall not be required, and this Covenant will be deemed to have been complied with. The Architectural Control Committee shall have full power and authority to reject any plans and specifications that are not in keeping with the construction requirements or architectural design or that might not be compatible with the existing designs or with the development of Rivers Point, and any and all conditions or circumstances not covered herein shall be decided upon by the Architectural Control Committee, and its decision shall be final.

Neither the members of such committee nor its designated representative shall be entitled to any compensation for service performed pursuant to the above provisions, and the duties and powers of such committee and its designated representatives shall

continue until such time as all Lots have been sold to individual home owners, and by its own prerogative the Architectural Control Committee above designated shall then resign, and all of the powers, duties and functions of said Architectural Control Committee shall then pass to and be exercised by an Architectural Control Committee to be designated by the Property Owners Association of Rivers Point Co.

ARTICLE VII
EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include garage surfaces or patios, or additions to property made by owner.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such Lot, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VIII
USE RESTRICTIONS

Section 1. Said property is hereby restricted to residential dwellings for residential use except those buildings erected for recreational use on Common Area. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property and no subsequent buildings or structures other than house apartment buildings, being single family houses joined together by a common exterior roof and foundation, shall be constructed. No structures of a temporary character, trailer,

basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

Section 2. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of said houses to maintain during the period of construction and sale of said houses, upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said houses, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Section 5. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any house or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period, and of Homeowner's Association, a nonprofit corporation incor-

porated or to be incorporated under the laws of the State of South Carolina, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

Section 6. All clotheslines, equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate painting or fencing so as to conceal them from view of neighboring houses and streets. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

Section 7. No fences, hedges or walls shall be erected or maintained upon this Property except such as are installed in accordance with the original construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Property outside the exterior building lines and patios, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots in Rivers Point, and is necessary for the protection of said Owners.

Section 8. All fixtures and equipment installed within a house, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a house, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will impair the structural soundness or integrity of another house or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other houses or their Owners.

Section 9. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located

upon the Property, nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and required any such exterior antenna.

Section 10. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

ARTICLE IX

EASEMENTS

Section 1. Each house and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure containing two or more houses is partially or totally destroyed, and then rebuilt, the owners of the houses so affected agree that minor encroachments of parts of the adjacent house units or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 2. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress and egress, installation, replacing, repairing and maintaining all utilities including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said houses. An easement is further granted to all police, fire protection, ambulance and all similar persons

to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the Common Area and any house to perform the duties of maintenance and repair of the houses or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, new sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except an initially programmed and approved by the Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association's Board of Directors shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described in Plat of M. O. Moore, dated May 1969, Recorded July 14, 1969 in the R.M.C. Office for Charleston County in Plat Book Y, Page 129, may be annexed by the Declarant without the consent of the members within eight (8) years of the date of this instrument.

Section 5. Any additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. FHA-VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, except as provided in Section 4 hereof, dedication of Common Area, the amendment of this Declaration of Covenants, Conditions and Restrictions and mortgaging of the Common Area, provided any loans are insured by FHA or VA.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of February, 1974.

WITNESS:

William Ford
Charles R. Moore

RIVERS POINT CO., a Limited Partnership
Declarant

BY: William Ford
William Ford, a General Partner

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me JOHN F. HEIDMAN JR
and made oath that he saw the within named WILLIAM FORD,
a General Partner of Rivers Point Co., a Limited Partnership, sign,
seal, and as his act and deed, deliver the within Declaration
of Covenants, Conditions and Restrictions, and that he with
HERBERT L. MOORE witnessed the execution thereof.

John F. Heidman Jr

SWORN to before me this
15th day of FEBRUARY, 1974.



John F. Heidman Jr (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
Commission Expires 2-2-81

SHIMEL & ACKERMAN

BOOK T103 PAGE 269

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Filed, Indexed and Recorded

9-11-1974 1:00

DATE TIME

Book T103 Page 260

Arthur T. ...

Register Means Conveyance
Charleston County, S. C.