

Addendum to the
AGREEMENT CONCERNING TRIBUTARY SUBDIVISION

This Addendum to the November 30, 2012, Agreement Concerning Tributary Subdivision ("Addendum") is an addendum to the Agreement between Rivertowne Property Owners Association, ("POA") and FrontDoor Communities, LLC and Preservation Row Developers, LLC (collectively "Developer"), which is dated November 30, 2012, and shall become effective this 25 day of September 2013. The Agreement is attached and made a part of this document.

The parties hereby agree as follows:

The Developer is exempt from the following section of the Rivertowne on the Wando Architectural Standards adopted January 1997; Revised November 2011; Revised August 2012; Revised November 2012; Revised August 2013:

Section I; **Building and Site**; Letter D; **Setting**: Variation of home design is encouraged. A home design cannot be repeated more than three times within the Rivertowne on the Wando community or within 350 feet on the same street as measured from the closest property corners of the respective lots. Home design elevations and footprint must be substantially different.

Witnesses:

Christina
David

Rivertowne Property Owners Association

[Signature]
By: MICHAEL ULMER
Its: PRESIDENT
Date: 9/25/13

[Signature]
[Signature]

FrontDoor Communities, LLC

[Signature]
By: [Signature]
Its: VIC. PRESIDENT
Date: 9/25/13

[Signature]
[Signature]

Preservation Row Developers, LLC

[Signature]
By: MICHAEL LANGRISH
Its: PRESIDENT
Date: 9/25/13

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Witnesses:

[Signature]
[Signature]

Rivertowne Property Owners Association

[Signature]
By: MICHAEL ULMER
Its: PRESIDENT
Date: 9/25/13

[Signature]
[Signature]

FrontDoor Communities, LLC

[Signature]
By: [Signature]
Its: Vice President
Date: 9/25/13

[Signature]
[Signature]

Preservation Row Developers, LLC

[Signature]
By: MEGAN LAWRENCE
Its: PRESIDENT
Date: 9/25/13

AGREEMENT CONCERNING TRIBUTARY SUBDIVISION
Mt. Pleasant, South Carolina

By and between

Rivertowne Property Owners Association
and
FrontDoor Communities, LLC
and
Preservation Row Developers, LLC

AGREEMENT CONCERNING TRIBUTARY SUBDIVISION
Mt. Pleasant, South Carolina

THIS AGREEMENT CONCERNING TRIBUTARY SUBDIVISION (the "*Agreement*") is entered into this 30th day of NOVEMBER 2012 by and between Rivertowne Property Owners Association, a South Carolina not for profit corporation (hereinafter, "POA") and FrontDoor Communities, LLC, a Georgia limited liability company and Preservation Row Developers, LLC, a South Carolina limited liability company (collectively hereinafter the "Developer".) For purposes of this Agreement, POA, and Developer may sometimes be referred to collectively as the "*Parties*" or individually as a "*Party*."

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth below to be kept and performed, the sum of Five (\$5.00) Dollars, each paid to the other, and other good and valuable consideration passing between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. In accordance with the provisions of the Declaration of Covenants, Conditions, and Restrictions for River Towne (the "Covenants"), *as amended*, and in particular, Section 4.25, the POA, by and through its Board of Directors (the "Board"), approves the proposed development plan of the Developer, which was preliminarily approved by the Town of Mount Pleasant, South Carolina (the "Town"), and which currently provides for the subdivision of the property identified in Exhibit "A" (the "Property"), attached hereto, into Sixty Two (62) single family home sites (the "Plan"). The Developer agrees to provide the Board with the final plans for each phase of the Plan for review and comment prior to submittal and approval by the Town. The Developer will work in good faith to address and/or incorporate the Board's comments in the Plan. The POA, by and through, the Board, reserves the right to approve any change and/or modification to the Plan that alters the subdivision and/or use of the Property as currently approved by the Board and Town.
2. Developer agrees that all homeowners in Tributary Subdivision will be members of the POA and will have the same rights, privileges and responsibilities as existing members of the POA as set forth in the Declaration of Covenants, Conditions and Restrictions for Rivertowne, with the exception of use of the centralized Post Office for mail delivery. The Developer will provide mailboxes as dictated by the U.S. Post Office, said mailboxes will not be located along Rivertowne Parkway.
3. As set forth in the Declaration of Covenants, Conditions and Restrictions for Rivertowne, Developer agrees that homeowners in Tributary Subdivision will be responsible to pay POA dues to the POA when billed and that the individual dues level will be equivalent to the dues paid by existing members of the POA. Tributary homeowners will also be responsible for dues related to detention pond maintenance per agreement with Planters Point POA. The Rivertowne Property Owners Association shall have no responsibility with regard to dues related to the Planters Point detention pond agreement.



4. Developer agrees that initially and in combination with Developer and/or homeowners in Tributary Subdivision that they will have the responsibility to pay the POA dues equivalent to 42 lots which equals \$30,450 for 2012 and that once the combined number of lots reaches 42, the responsibility for the POA dues will be increased by the number of lots final platted and recorded until all 62 lots have been final platted and recorded.
5. POA and Developer agrees that Developer will be responsible for paying architectural review fees as are established by the Board of Directors in accordance with the Declaration of Covenants, Conditions and Restrictions for Rivertowne.
6. In accordance with the attached HOA Exhibit Plan, Sheet E01 dated 2/24/12, the POA and Developer agree that upon completion by the Developer, certain highlighted areas will be conveyed via deed, easement or use agreement to the POA. The specific areas to be conveyed include buffers, living fence, alleyways and parks. Once conveyed, the POA will assume responsibility for these areas as common areas. These common areas will be delivered to the POA in a condition of similar quality as existing POA common areas and the POA will maintain them to a similar quality as the POA maintains and upkeeps common areas that exist at Rivertowne on the Wando community. Buffers will be designated as such and once conveyed, will remain natural with little to no further maintenance by the POA. Design plans for future parks will be submitted to the Rivertowne on the Wando Board of Directors for review and approval prior to landscaping. Areas highlighted and shown as grassed shoulders, Planters Point pedestrian path and sidewalk shall not be conveyed as the POA does not and will not have maintenance responsibility for these elements.
7. The POA and Developer agree that the POA will have no responsibility for any maintenance, upkeep, billing or administration related to the storm water drainage ponds in the Planters Point Subdivision. The sole responsibility for the maintenance as set forth in an agreement between Developer and Planter's Point Subdivision shall be borne by a separate association established for the lots in the Tributary Subdivision for that purpose.
8. The Board of Directors will appoint a representative of FrontDoor Communities as a member of the Architectural Review Board for a one year period as stated in Section 4.2 of the Covenants. Each year thereafter, the Board will re-evaluate and may appoint said representative for another one year period.
9. The POA and Developer agree that the ARB architect will meet with Developer and Developer's architect to review and discuss Developer's concerns regarding the existing ARB Guidelines. The Board of Directors agrees to discuss and consider each concern for possible incorporation. The goal of this process will be to eliminate possible inconsistencies, recognize additional allowable architectural treatments and streamline the ARB process to the benefit of both the ARB and all members of the POA while insuring architectural integrity of the homebuilding, landscaping, signage and or home renovation in the community

A handwritten signature in black ink, consisting of a stylized initial 'R' followed by a horizontal line and a small flourish.

10. The POA and Developer recognize that the ARB compliance fund as currently described in the ARB Guidelines requires that a \$2,500 deposit be posted for each home under construction. The POA recognizes that at times FrontDoor Communities will have numerous homes under construction in the Tributary Subdivision. When and if FrontDoor Communities has as many as six (6) homes under construction the compliance deposit fund will be capped at \$15,000 provided the Developer is in substantial compliance with the rules and ARB Guidelines, and corrects any violations within a reasonable time frame, as determined by the POA Board. To clarify, the term "under construction" is defined as beginning excavation to lay the foundation.
11. Miscellaneous Terms and Rules of Construction. The following terms shall govern interpretation of this Agreement.
- A. No oral Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements or understandings between the Parties relating to the Property. No oral statements shall modify this Agreement. All modifications to this Agreement shall be in writing and shall be signed by all Parties to this Agreement.
 - B. Applicable Law: Construction Agreement. This Agreement shall be interpreted and applied in accordance with the laws of the State of South Carolina.
 - C. Counterparts of Agreement. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.
 - D. Severability. If any provisions of this Agreement are held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provisions of this Agreement.
 - E. Provisions. Provisions of this Agreement may be enforced as expressed in the Declaration of Covenants, Conditions and Restrictions for Rivertowne.

Remainder of Page Intentionally Left Blank
*****Signatures on Following Pages *****

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by persons duly empowered to bind the Parties to perform their respective obligations hereunder on the date(s) set forth below.

WITNESSES:

Kim Lund
Christine G. Crow

Rivertowne Property Owners Association
a South Carolina not for profit Corporation

[Signature]
BY: James D. Faye
ITS: PRESIDENT
DATE: 12/5/12

Allison DePalma
B. Briteley

FrontDoor Communities, LLC a Georgia limited liability company

[Signature]
BY: MICHAEL P. LANGELLA
ITS: PRESIDENT
DATE: 11/30/12

Allison DePalma
B. Briteley

Preservation Row Developers, LLC a South Carolina limited liability company

[Signature]
BY: MICHAEL P. LANGELLA
ITS: PRESIDENT
DATE: 11/30/12

[Signature]

Exhibit A
Legal Description

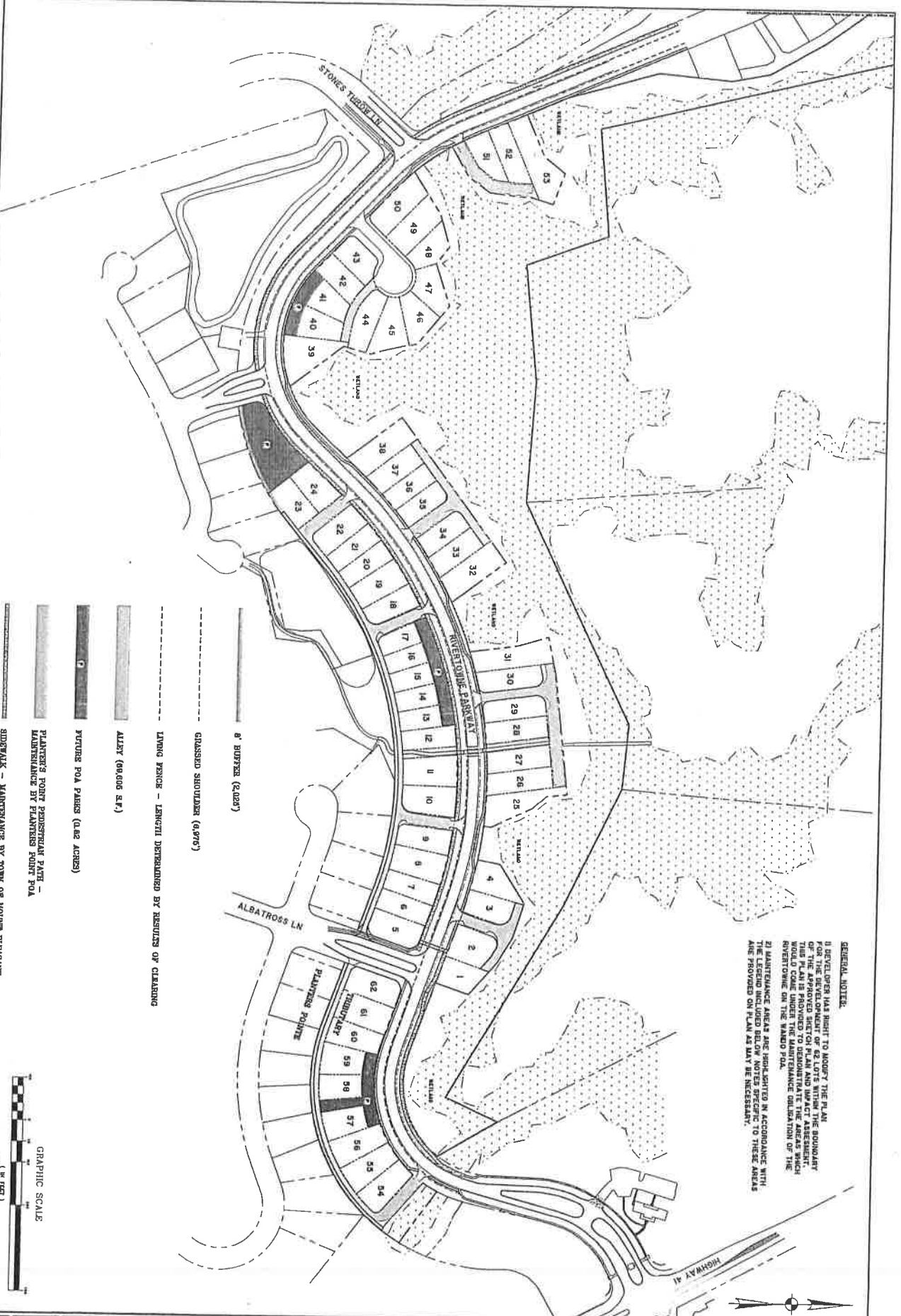
PARCEL ONE

ALL those pieces, parcels or tracts of land, situate, lying and being in the Town of Mt. Pleasant, County of Charleston, State of South Carolina, shown and designated as "TRACT 3, 8.46 acres", "TRACT 4, 23.91 acres" and "TRACT 5, 4.10 acres" on a plat entitled "PLAT OF TRACTS 1-5 CONTAINING 138.08 ACRES OWNED BY: RIVERTOWNE LIMITED PARTNERSHIP" prepared by SouthStar Surveying, Inc., dated November 5, 1997, and recorded December 30, 1999, in Plat Book ED, Page 697 in the RMC Office for Charleston County, reference to said plat being craved for a more complete description. SAVING AND EXCEPTING FROM TRACT 5 the following: All that piece, parcel and tract of land, situate, lying and being in the Town of Mount Pleasant, Charleston County, South Carolina, located between the Northeastern terminus of Indigo Chase Boulevard 60' R/W and the southern right-of-way line of Rivertowne Parkway (R/W varies) being shown within the lines, L1, L2, Curve 7, Curve 1, Curve 21, and L7 as more fully shown on a plat entitled "A FINAL SUBDIVISION PLAT OF INDIGO CHASE BOULEVARD AND A 4.720 ACRE H.O.A. PARCEL PLANTER'S POINTE OWNED BY LIBERTY LIFE INSURANCE COMPANY LOCATED IN THE TOWN OF MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA" by Southeastern Surveying, Inc., dated April 24, 1999, and the last revised August 26, 1999, and recorded October 29, 1999, in Plat Book ED, at Page 555 in the RMC Office for Charleston County.

SAID PARCELS being a portion of the property conveyed to Preservation Row, LLC, by deed of Ginn-LA Parkers, Island, L.P., dated October 30, 2001, and recorded November 9, 2001, in Book K-387, Page 501 in the RMC Office for Charleston County.

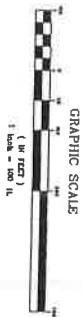
TMS # 583-05-00-111 - Tract 3
TMS # 583-05-00-107 - Tract 4
TMS # 583-05-00-106 - Tract 5

AC *Th*



GENERAL NOTE:
 1) DEVELOPER HAS RIGHT TO MODIFY THE PLAN OF THE APPROVED SECTION OF THE SUBDIVISION. THIS PLAN IS PROVIDED TO DEMONSTRATE THE AREAS WHICH WOULD COME UNDER THE MAINTENANCE OBLIGATION OF THE DEVELOPER ON THE TRIBUTARY P.O.A.
 2) MAINTENANCE AREAS ARE HIGHLIGHTED IN ACCORDANCE WITH THE LEGEND INCLUDED BELOW NOTES SPECIFIC TO THESE AREAS AND PROVIDED ON PLAN AS MAY BE NECESSARY.

- 8' BUTTER (2,028')
- GRASSED SHOULDER (4,976')
- LIVING FENCE - LENGTH DETERMINED BY RESULTS OF CLEARING
- ALLEY (99,005 S.F.)
- PICTURE POA Poles (242 ACRES)
- PLANTERS POINT PERENNIAL PANTS - MAINTENANCE BY PLANTERS POINT POA
- SIDEWALK - MAINTENANCE BY TOWN OF MOUNT PLEASANT



E01	TRIBUTARY TOWN OF MOUNT PLEASANT, SOUTH CAROLINA	THOMAS & HUTTON <small>Engineering Surveying Planning Civil Consulting</small> 682 Johnnie Dodds Boulevard • Suite 100 PO Box 1522 Mt. Pleasant, SC 29465-1522 • 843.849.0200 www.thomasandhutton.com <small>Savannah, GA Stone Mountain, GA Myrtle Beach, SC Wilmington, NC</small>								
	HOA EXHIBIT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> </table>								