

**AMENDMENT NO. 2 TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR RIVER REACH
AT REMLEY'S POINT**

This Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions for River Reach at Remley's Point is made and entered into this 18TH day of February, 2004, by Remley Associates, LLC, a South Carolina limited liability company (the "Declarant").

RECITALS:

WHEREAS, Declarant heretofore executed that certain Declaration of Covenants, Conditions and Restrictions for River Reach at Remley's Point date June 11, 2002, recorded in the R.M.C. Office for Charleston County on June 13, 2002, in Book D-409, at Page 789 (the "Declaration"); and

WHEREAS, Declarant heretofore amended the Declaration by Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for River Reach at Remley's Point dated June 10, 2003, recorded in the R.M.C. Office for Charleston County in Book A-453, at Page 252 ("Amendment No. 1"); and

WHEREAS, pursuant to Section 15.5(a) of the Declaration, Declarant, without a vote of the Owners, may amend the Declaration in any particular, by an instrument in writing filed and recorded in the Charleston County R.M.C. Office, with or without the approval of the Association or any Owner or Mortgagee, as defined in the Declaration; and

WHEREAS, the Declarant now desires to further amend Article VIII of the Declaration, as more particularly set forth herein,

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article VIII, Master Dock Plan, Private Docks and Joint Docks, is hereby deleted in its entirety and the following substituted therefor:

**ARTICLE VIII
MASTER DOCK PLAN; PRIVATE DOCKS AND JOINT DOCKS**

8.1 Master Dock Plan. The Subdivision is subject to the Dock Master Plan approved by OCRM, pursuant to which the Owners of Lots 1-9, Lots 12-13, and Lot 16 may be allowed to construct individual private docks for the sole and exclusive use of each such respective Owners (the "Private Docks"). In addition, the Owners of Lots 10 and 11 shall be allowed to construct one (1) shared dock for the joint use and enjoyment of said Lots 10 and 11 (the "Lots 10 and 11 Joint

Dock"); the Owners of Lots 14 and 15 shall be allowed to construct one (1) shared dock for the joint use and enjoyment of said Lots 14 and 15 (the "Lots 14 and 15 Joint Dock"); and the Owner of Lot 17 and the owner or owners of Tax Map Parcel No. 514-05-00-002 as shown on the Subdivision Plat (the "Bixler Lot") shall be allowed to construct one (1) shared dock for the joint use and enjoyment of Lot 17 and the Bixler Lot (the "Lot 17/Bixler Lot Joint Dock"). The Lots 10 and 11 Joint Dock, the Lots 14 and 15 Joint Dock and the Lot 17/Bixler Joint Dock are hereinafter sometimes referred to collectively as the "Joint Docks". Lots 18, 19, 20, 21, 22 and 23 shall have no docks appurtenant to such Lots. Each Private Dock shall be constructed at the sole cost and expense of the Owner or Owners of the Lot to which such Private Dock is appurtenant. The cost and expense of constructing the Lots 10 and 11 Joint Dock and the Lots 14 and 15 Joint Dock shall be allocated and apportioned in accordance with the provisions of Section 8.7 of this Declaration, and the cost and expense of constructing and maintaining the Lot 17/Bixler Joint Dock shall be allocated and apportioned in accordance with the provisions of the Lot 17/Bixler Joint Dock Use Agreement as defined in Section 8.8 of this Declaration. NOTICE IS HEREBY GIVEN THAT DOCK MASTER PLAN APPROVAL BY OCRM DOES NOT GUARANTEE THE ISSUANCE OF ANY DOCK PERMITS AND IS ONLY USED AS A GUIDE BY OCRM IN MAKING PERMITTING DECISIONS.

8.2 Conditions and Provisions for Private Docks and Joint Docks. Notwithstanding anything contained herein to the contrary, the Private Docks and the Joint Docks shall be subject to (i) final permitting approval from OCRM and any other governmental agency having jurisdiction thereof; (ii) approval by the Architectural Review Board pursuant to Article X of this Declaration as to design, location, siting and construction materials, and (iii) approval by the Declarant so long as the Class "B" Control Period has not expired or terminated. In addition, all Private Docks and Joint Docks shall be constructed within the Dock Corridors as shown and depicted on the Subdivision Plat and in strict conformance with all other terms and provisions of this Declaration.

8.3 Application for Dock to OCRM. No Private Dock or Joint Dock shall be submitted to OCRM which has not obtained the prior written approval of the Architectural Review Board and the Declarant, except that no prior written approval of the Declarant shall be required following expiration or termination of the Class "B" Control Period.

8.4 Construction and Maintenance of Docks. All Private Docks and Joint Docks shall be constructed and maintained in conformance with all applicable OCRM regulations and requirements and all applicable provisions of this Declaration. NOTHING CONTAINED IN THIS DECLARATION SHALL CONSTITUTE A REPRESENTATION, WARRANTY OR GUARANTY ON THE PART OF THE DECLARANT OR THE ASSOCIATION THAT OCRM SHALL GRANT A PERMIT FOR ANY PRIVATE DOCK OR JOINT DOCK.

8.5 Use of Docks. The use of all Private Docks and Joint Docks shall be limited to the Owner(s) of the Lots to which such docks are appurtenant, their immediate family, guests and invitees. The use of each such dock shall be limited to recreational purposes only and all commercial activities or moorings shall be prohibited. The Declarant or the Association may establish different and/or additional rules, uses and restrictions for any community dock which may be constructed as an appurtenance to the Common Area, and any such community dock, if constructed, shall be subject to all terms and provisions of (i) Section 5.2 of this Declaration, (ii) the Dock Master Plan, and (iii) all terms and provisions of any permit or permits therefor which may have been or which may hereafter be issued by OCRM.

8.6 Easements in Favor of OCRM. OCRM and its authorized agents shall have the right and easement to enter and go upon Lots 1-17 to inspect said Lots and take actions necessary to verify compliance with the Dock Master Plan, as the same may be amended or revised from time to time.

8.7 Additional Covenants, Conditions, Easements and Restrictions Relating to Lots 10, 11, 14 and 15 and the Lots 10 and 11 Joint Dock and the Lots 14 and 15 Joint Dock. In addition to the other provisions of this Declaration, Lots 10 and 11 and Lots 14 and 15, and the Lots 10 and 11 Joint Dock and the Lots 14 and 15 Joint Dock shall be subject to the following additional covenants, conditions, easements and restrictions which shall be binding upon the Owners of Lots 10 and 11 and the Owners of Lots 14 and 15, and binding upon all parties having any right, title or interest in any portion of said Lots, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each such Owner thereof:

(a) Location of the Lots 10 and 11 Joint Dock and the Lots 14 and 15 Joint Dock. The Lots 10 and 11 Joint Dock shall be located on the common property line between Lots 10 and 11, and the Lots 14 and 15 Joint Dock shall be located on the common property line between Lots 14 and 15. Any other location for such Joint Dock shall be subject to approval by the Architectural Review Board, OCRM and the Declarant.

(b) Lots 10 and 11 Joint Dock Construction, Repair and Maintenance. The Lots 10 and 11 Joint Dock may be constructed jointly by the Owners of Lots 10 and 11, or the Lot 10 Owner or the Lot 11 Owner, at their option, may construct said Joint Dock. In any event, the Owners of Lots 10 and 11 shall be jointly and severally liable for all Joint Dock Expenses with respect to the Lots 10 and 11 Joint Dock. For purposes of this Declaration, the term "Joint Dock Expenses" shall mean all expenses (including, but not limited to, construction costs, insurance premiums, repairs, taxes, utilities, replacement costs, legal expenses and attorneys' fees, and permit fees of every type) associated with the construction, maintenance, repair and replacement of a Joint Dock. The Owners of Lot

10 and 11 shall be jointly and severally liable for the Joint Dock Expenses for the Lots 10 and 11 Joint Dock, irrespective of which Owner actually constructs said Joint Dock and irrespective of which Owner may advance such Joint Dock Expenses. To the extent either such Owner shall pay such Joint Dock Expenses, including any up-front construction costs or other expenses, such Owner shall be entitled to a reimbursement of half of such Joint Dock Expenses by the other Owner entitled to joint use and enjoyment of such Joint Dock, and such reimbursement of such Joint Dock Expenses shall be a condition precedent to the use and enjoyment of such Joint Dock by the non-contributing Owner. Notwithstanding anything contained herein to the contrary, in the event any repairs or replacement to such Joint Dock may be necessitated in whole or in part by the negligent or intentional actions of one Owner, its invitees, guests, tenants or family, such Owner shall be solely responsible to the non-responsible Owner for such repairs and/or replacement. If any such repairs or replacement are not performed or commenced within thirty (30) days of the event necessitating such repairs, the non-responsible Owner may make such repairs or replacement and shall be entitled to reimbursement from the responsible Owner within thirty (30) days of the submittal of invoices for such cost and expense. In the event the Owner of Lot 10 or the Owner of Lot 11 shall fail or refuse to pay its half of the Joint Dock Expenses to the other Owner as provided herein, including any up-front construction costs incurred by the other Owner entitled to the joint use and enjoyment of such Joint Dock, or if either Owner shall fail to reimburse the other Owner for the cost and expense of any repairs or replacement to such Joint Dock necessitated in whole or in part by the negligent or intentional actions of said Owner, its invitees, guests, tenants or family, such failure or refusal shall result in the suspension or termination of such joint usage with respect to such defaulting Owner, and the non-defaulting party may pursue any further remedy as set forth hereinbelow, including the collection of such amounts due, plus reasonable attorneys fees and court costs.

(c) Lots 14 and 15 Joint Dock Construction, Repair and Maintenance. The Lots 14 and 15 Joint Dock may be constructed jointly by the Owners of Lots 14 and 15, or the Lot 14 Owner or the Lot 15 Owner may construct said Joint Dock. In any event, the Owners of Lots 14 and 15 shall be jointly and severally liable for all Joint Dock Expenses with respect to the Lots 14 and 15 Joint Dock. The Owners of Lot 14 and 15 shall be jointly and severally liable for the Joint Dock Expenses for the Lots 14 and 15 Joint Dock, irrespective of which Owner actually constructs said Joint Dock and irrespective of which Owner may advance such Joint Dock Expenses. To the extent either such Owner shall pay such Joint Dock Expenses, including any up-front construction costs or other expenses, such Owner shall be entitled to a reimbursement of half of such Joint Dock Expenses by the other Owner entitled to joint use and

enjoyment of such Joint Dock, and such reimbursement of such Joint Dock Expenses shall be a condition precedent to the use and enjoyment of such Joint Dock by the non-contributing Owner. Notwithstanding anything contained herein to the contrary, in the event any repairs or replacement to such Joint Dock may be necessitated in whole or in part by the negligent or intentional actions of one Owner, its invitees, guests, tenants or family, such Owner shall be solely responsible to the non-responsible Owner for such repairs and/or replacement. If any such repairs or replacement are not performed or commenced within thirty (30) days of the event necessitating such repairs, the non-responsible Owner may make such repairs or replacement and shall be entitled to reimbursement from the responsible Owner within thirty (30) days of the submittal of invoices for such cost and expense. In the event the Owner of Lot 14 or the Owner of Lot 15 shall fail or refuse to pay its half share of the Joint Dock Expenses to the other Owner as provided herein, including any up-front construction costs incurred by the other Owner entitled to the joint use and enjoyment of such Joint Dock, or if either Owner shall fail to reimburse the other Owner for the cost and expense of any repairs or replacement to such Joint Dock necessitated in whole or in part by the negligent or intentional actions of said Owner, its invitees, guests, tenants or family, such failure or refusal shall result in the suspension or termination of such joint usage with respect to such defaulting Owner, and the non-defaulting party may pursue any further remedy as set forth hereinbelow, including the collection of such amounts due, plus reasonable attorneys fees and court costs.

(d) Joint Use and Enjoyment of Joint Docks. Except as hereinafter provided, Lots 10 and 11 shall be entitled to the joint use and enjoyment of the Lots 10 and 11 Joint Dock, and Lots 14 and 15 shall be entitled to the joint use and enjoyment of the Lots 14 and 15 Joint Dock. No other dock or docks may be constructed as an appurtenance to Lots 10 and 11 and Lots 14 and 15.

(e) Joint Dock Access Easement. For purposes of allowing access, ingress and egress to the Lots 10 and 11 Joint Dock and the Lots 14 and 15 Joint Dock, each such Lot which has a Joint Dock appurtenant thereto shall be subject to a common walkway or dock access easement ("the Dock Access Easement") upon, over and across an area which is seven and one-half (7-1/2') feet wide along each side of the common property line of Lots 10 and 11 and seven and one-half (7-1/2') feet wide along each side of the common property line of Lots 14 and 15 (for a total width of fifteen (15') feet), plus an area ten (10') feet in width adjacent to and parallel with the OCRM critical line on each such Lot (the Dock Access Easement Area"). Each such Dock Access Easement shall be a non-exclusive, perpetual, permanent, assignable, transmissible, commercial easement for purposes of pedestrian and boat access, ingress and egress

over and across the respective Dock Access Easement Areas to the respective Joint Docks.

(f) Maintenance and Repair; Capital Improvements to Joint Docks. The Owners of Lots 10 and 11 and the Owners of Lots 14 and 15 agree to periodically confer with the other regarding the status of maintenance and repair with regard to the respective Joint Docks and at all times exercise good faith and good judgment in dealing with matters of joint interest pertaining to said Joint Docks. The said Co-Owners further agree that the respective Joint Docks shall be maintained and repaired as a Joint Dock Expense of each of the two parties in interest thereto, such expense to be shared on an equal one-half basis. The respective Co-Owners agree to periodically confer with each other regarding the need for capital improvements to such Joint Dock and at all times exercise good faith and good judgment in dealing with the need for additional capital improvements to each such Joint Dock which are mutually beneficial. The respective Co-Owners further agree that if, in the opinion of either of the Co-Owners, capital improvements are advisable and if the other Co-Owner refuses to participate financially in the making of such capital improvements after reasonable written notice of not less than thirty (30) days setting forth the nature of such capital improvements, the other Co-Owner shall be authorized to make such capital improvements at its sole expense and the non-contributing Co-Owner shall not be liable for any portion of such cost, unless such capital improvements are required pursuant to the provisions of Section 8.7(b) or 8.7(c) hereof.

(g) Remedies. If any Owner of Lot 10, 11, 14 or 15 shall breach its covenants and agreements contained in this Article, or should payment for any Joint Dock Expense not be made in full to the other Owner or Owners within thirty (30) days of the due date therefor, then, in such event, the defaulting Lot Owner shall forfeit all right to use the Joint Dock unless and until full payment for such Joint Dock Expense is made with interest at the rate of one and one-half (1-1/2%) percent per month beginning thirty (30) days following the due date therefor. If said payment for any Joint Dock Expense is not made in full to the other Owner or Owners entitled thereto within forty-five (45) days of demand therefor, then, in such event, the non-defaulting Lot Owner shall have the right to seek any other legal or equitable remedy as a result of such default, including the right to place a lien on the defaulting Owner's Lot to secure payment of delinquent Joint Dock Expenses, as well as interest and costs of collection (including attorneys' fees and court costs). Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments and other levies which by law would be superior, (ii) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (iii) any lien for Assessments filed pursuant to Section 9.7 of this Declaration.

Such lien, when delinquent, may be enforced by suit, judgment and judicial or non-judicial foreclosure in the same manner as Association liens as provided in Section 9.7 hereof.

(h) Insurance. Each Owner of Lots 10, 11, 14 and 15 shall, at their cost and expense, obtain and maintain at all times, liability insurance for the respective Joint Docks and Dock Access Easement Areas with a combined personal injury and property damage limit of not less than One Million and No/100ths (\$1,000,000.00) Dollars for each occurrence and not less than Two Million and No/100ths (\$2,000,000.00) Dollars in the aggregate insuring against all liability for any and all damages arising as a result of utilizing the subject Dock Access Easements herein granted, or for any damages which may arise from the use of the Joint Dock by each party or by any invitees, licensees and guests coming upon the premises of the Joint Dock. Each party agrees to hold and save the other party harmless from any and all damages arising as a result of such Owner's use or the use by his or her invitees or guests of the Dock Access Easements or the Joint Docks.

8.8 Additional Covenants, Conditions, Easements and Restrictions Relating to Lot 17 and the Lot 17 Bixler Joint Dock. Lot 17 and the Lot 17/Bixler Joint Dock shall be subject to all terms, covenants, conditions, easements and restrictions contained in that certain Joint Dock Use Agreement dated November 18, 2002, with respect thereto by and between the Declarant, as the Owner of Lot 17, and George W. Bixler and Laurie Levy Bixler, as owners of the Bixler Lot, recorded in the Public Records on December 23, 2002, in Book O-430, at Page 905 (the "Lot 17/Bixler Joint Dock Use Agreement").

8.9 Community Dock. Any community dock which may, at Declarant's option, be built as an appurtenance to the Amenity Parcel, shall be subject to this Declaration, all rules and regulations promulgated by the Declarant or the Association and subject to all terms and conditions of the Dock Master Plan including, without limitation, the following restrictions: (i) no permanent boat moorage of any kind shall be permitted at any such community dock; and (ii) the community dock shall be subject to any terms and conditions of any final OCRM permit authorizing the construction of same, and may or may not have a float, as determined by OCRM in the permitting process.

2. As amended by Amendment No. 1 and this Amendment No. 2, the Declaration of Covenants, Conditions and Restrictions for River Reach at Remley's Point shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions as of the date and year first above written.

DECLARANT:

REMLEY ASSOCIATES, LLC,
a South Carolina limited liability company

IN THE PRESENCE OF:

Barbara Calver
Jessie Peterson

By: Barry P. Marcus
Barry P. Marcus
Its Senior Vice President

STATE OF CONNECTICUT

) South Norwalk

COUNTY OF Fairfield

)
) ACKNOWLEDGMENT

I, Jennifer Skawinski (Notary Public) do hereby certify that Remley Associates, LLC, a South Carolina limited liability company, by Barry P. Marcus, its Senior Vice President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 18th day of February, 2004.

Jennifer Skawinski
Notary Public for Connecticut
My Commission Expires: _____

JENNIFER L. SKAWINSKI
Notary Public
Fairfield Cty. CT
My Commission Expires 5-31-08

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RETURN TO BUIST, MOORE, SMYTHE
& MCGEE (WFD)
Attorney's Initial

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FILED

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2004 FEB 25 PM 3:26

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

Handwritten signature

DICKINSON J. SMITH
COUNTY CLERK
FEB 25 2004