

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

MASTER DEED  
FOR RIVERS POINT CONDOMINIUM  
HORIZONTAL Property REGIME

Joe Ford Construction, A Limited Partnership, (sometimes hereinafter referred to as "Declarant") having its principal place of business in the County of Charleston, South Carolina, makes and grants this MASTER DEED dated November 7<sup>th</sup>, 2000, to establish a plan of condominium ownership for the Property described herein.

WHEREAS, Declarant is the fee simple owner of that certain tract of land described in Exhibit A hereto and incorporated herein by reference (the "Land"); and

WHEREAS, the Declarant, desires to submit the Property to the provisions of the Horizontal Property Act of South Carolina, South Carolina Code of Laws 1976, Section 27-31-10 through Sections 27-31-300 (hereinafter sometimes referred to as the "Act") thereby creating a Horizontal Property Regime; and

WHEREAS, the Declarant desires to publish a plan for the individual ownership of the several Condominium Units and the ownership of individual interests in that real Property hereinafter defined as "Common Area" and "Limited Common Areas"; and

WHEREAS, there has been incorporated an Association of Rivers Point Homeowners Association, Inc. for the purposes of maintaining and administering the Common Area connected with and appertaining to the entire Rivers Point Subdivision and providing for the disposition of various matters relating to the subdivision including the "Property" referred to herein, and

WHEREAS, the Declarant desires to convey the Property pursuant and subject to certain protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth;

NOW THEREFORE, in consideration of the premises contained herein, Declarant hereby submits the Property to the provisions of the Horizontal Property Act of South Carolina, South Carolina Code of laws 1976, Section 27-31-10 through Section 27-31-300, creating a Horizontal Property Regime known as Rivers Point Condominium Horizontal Property Regime, and hereby publishes its plans as to the division of Property, the imposition of covenants, conditions, restrictions, liens and charges thereon and the individual ownership thereof. Declarant hereby specifies that this Deed shall constitute covenants, conditions, and restrictions which shall run with the Property and shall bind and inure to the benefit of Declarant, its successors and assigns, and all subsequent owners of any interest in the Property, their grantees, successors, heirs, executors, administrators,

devises or assigns.

## ARTICLE I

Section 1. Definitions. Those definitions contained in Section 27-31-20 of the Act, as defined herein, are incorporated in this Master Deed unless it clear from the context that a definition in the Act is contradictory to the following definitions, in which event the following definition shall apply except where the definition of the Act is mandatory.

- (a) "Act" means the Horizontal Property Act, Section 27-31-20 et seq. of the 1976 Code of Laws of South Carolina, as amended from time to time. References to specific sections of the Act contained herein refer to the sections as designated at the time of recordation of this Master Deed.
- (b) "Apartment" means a "Unit", as defined herein.
- (c) "Association" means Rivers Point Homeowners Association, Inc., the South Carolina not-for profit corporation whose members consist of all the persons, corporations, limited liability companies, partnerships, associations, trusts or other legal entities, or any combination thereof, which own Property in Rivers Point Subdivision.
- (d) "Board of Directors" means the Board of Directors of the Association.
- (e) "Building" means a structure or structures, containing in the aggregate two or more Units, comprising a part of the Property.
- (f) "ByLaws" means the ByLaws of the Rivers Point Homeowners Association, Inc. recorded in the RMC Office for Charleston County in Book Z 325 at Page 679.
- (g) "Co-owner" or "Owner" or "Unit Owner" means a Person which owns a Unit.
- (h) "Common Area" or "Common Element" means "General common elements" as defined in the Act and more specifically defined in Article II, Section 4 of this Master Deed. It includes all of the Property and improvements thereon other than the Units.
- (i) "Common Expense" means all liabilities or expenditures made or incurred by or on behalf of the Association, as more specifically defined in Article VI, Section 1 of this Master Deed.
- (j) "Common Charge" means those monetary charges levied against the Unit owners to pay for the Common Expenses.
- (k) "Common Interest" means the percentage of undivided interest in the

Common Area appertaining to each Unit, as expressed in the Master Deed. Any specified percentage of the Common Interest means such percentage of the undivided interests in the aggregate.

(l) "Condominium" or "condominium ownership" means the form of ownership intended by the Master Deed, that is, ownership by Owners of individual Units, with a common right common right to share the Common Area.

(m) "Declarant" means Joe Ford Construction, A Limited Partnership, its successors and assigns. Declarant may assign its rights as Declarant upon a written assignment signed by the Declarant and the assignee and duly recorded in the R.M.C. Office for Charleston County, South Carolina. Conveyance of a deed to a Unit or the existence of a mortgage on a Unit or the Property shall not be deemed to make the grantee of such deed or mortgage a "Declarant."

(n) "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Rivers Point Subdivision recorded in the Charleston County RMC Office in Book T 103 at Page 260.

(o) "Elevations" means the drawing(s) showing the external vertical characteristics of a Building or improvements on the Property, or the vertical location of Units in such improvements, which drawing(s) are attached hereto and by this reference made a part hereof. (See Exhibit "E".)

(p) "Floor Plan" means the plans for the Building(s) which show the dimensions, area and location of each Unit therein, which plans are attached hereto and by this reference made a part thereof. (See Exhibits "C" and "D".)

(q) "Joint Owner" means a Person which owns a Unit with any other entity and the combination of which constitutes a Unit Owner. Where a Person is a Joint Owner of a Unit, the Association may establish such rules and procedures as it deems appropriate to govern which Joint Owner or Owners has the right to act on behalf of the Unit Owner for the Unit.

(r) "Limited Common Area" and/or "Limited Common Areas" means that Common Area which is specified in this Master Deed or the Exhibits thereto as being reserved for the use of a certain number of Units to the exclusion of the other Units. (See Article III, Section 4.)

(s) "Lot Owner" shall mean the owner of a "Lot", as the term "Lot" is defined in the Declaration.

(t) "Lot" shall have the same meaning as that term is defined in the

## Declaration.

- (u) "Master Deed" means this Master Deed.
- (v) "Operation of the Property" means and includes the administration and operation of the Property and the maintenance, repair, and replacement of, and the making of any additions and improvements to the Common Area.
- (w) "Owners" shall mean the owners of the Units and the Lot Owners.
- (x) "Plot Plan" means the plat(s) or surveys of the Property showing the horizontal location of any Building or other significant improvements on the Property, said Plot Plan being attached hereto, and by this reference made a part hereof. (See Exhibit "A".)  
Legal Description
- (y) "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity.
- (z) "Property" means the land, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, as described in Exhibit A. In the event Declarant constructs a second phase, the land, buildings, and all improvements constructed on that side shall also be included as "Property" defined herein.
- (aa) "Unit" means an "Apartment" as that term is used in the Act, and includes one or more rooms and adjoining patio and/or balcony designated as part thereof, and occupying one or more floors or a part or parts thereof, designed or intended for independent use as a single family dwelling, as set forth on the Building Plans..

## ARTICLE II

Section 1. Submission of the Property to the Act. Declarant, as the owner in fee simple of the Property, by recording this Master Deed, submits the Property to the provisions of the Act. In order to implement the horizontal Property regime plan of ownership for the Property, Declarant covenants and agrees to and hereby does subdivide the above described Property vertically and horizontally into the freehold estates referred to herein as Units.

Section 2. Building Plans.

(a) Documents Included in Building Plans. In accordance with Section 27-31-110 of the Act, attached hereto and made a part of this Master Deed are the following documents constituting the "Building Plans":

- (a) Legal Description (Exhibit A)
- (b) Plot Plan (Exhibit B)

- BKH 358PG145
- (c) Unit Sizes and Designations (Exhibits C and D)
  - (d) Building Floor Plans (Exhibit E).
  - (e) Typical Transverse Sections of Buildings (Exhibit E).
  - (f) Elevations (Exhibit E).

Section 3. Allocation of Common Interests. The allocation of Common Interests among the Units is shown on Exhibit H, incorporated herein by reference.

Section 3. A. Limits of Units. Unless otherwise expressly stated or otherwise shown in the Building Plans, the horizontal boundary of each Unit ends at the centerline of any non-structural element which separates two Units, at the exterior side of any nonstructural element which separates a Unit from Common Areas, and at the exterior of exterior doors, windows, and glass walls and frames thereof. Unless otherwise expressly stated or otherwise shown in the Building Plans, the upper vertical boundary of a Unit ends at the point at which a ceiling becomes a structural element supporting a space above the Unit (e.g. the Unit contains any suspended ceiling material or panel and any spackling application, paint or other application which is not an essential element of the structural component). Unless otherwise expressly stated or otherwise shown in the Building Plans, the lower vertical boundary of a Unit ends at a point at which the floor becomes a structural element supporting the Unit (e.g. the Unit contains the carpeting, tile, wood flooring, paint, matting, etc., on top of the structural element). A Unit shall not be deemed to include perimeter walls of the Building or interior or exterior load-bearing walls, columns or similar load bearing elements; the structural elements of the floors and ceilings which support the Unit or adjacent Units; pipes, wiring, conduits, channels, ducts or other utility lines running through the boundaries of the Unit which are utilized for or serve more than one Unit; or personal property and assets held and maintained for the joint use or enjoyment of all the Unit Owners. A Unit shall be deemed to include (i) all other walls, columns, partitions, floors and ceilings within its perimeter walls which are not load-bearing, including plaster, paint, wallpaper, or the like (ii) carpeting, floor covering and window covering within the perimeter walls of the Unit; (iii) appliances, hardware, doors, heating and air conditioning components, built-in-fixture and similar elements which serve only the Unit; and (iv) pipes, wiring, conduits, channels, ducts, chases or other utility lines within the perimeter walls of the Unit which serve only the Unit.

Section 4. Common Area and Easements for Access to Common Area. The Common Area consists of the entire Property and every part thereof, other than the Units.

Section 5. Limited Common Area. The Limited Common Areas are generally shown on the Building Plans. The use of the Limited Common Area is restricted exclusively to the Unit to which such Limited Common Area is adjacent unless otherwise expressly stated herein or otherwise shown in the Building Plans. Unless otherwise expressly stated herein, for all purposes other than use, the Limited Common Area is deemed to be a part of the Common Area.

Section 6. Determining Common Interests. For purpose of determining the total

Common Interests, the Common Interest of each Unit, is set forth in Exhibit "B" attached hereto and incorporated herein.

Section 7. Easements Reserved. The Declarant reserves for itself, its successors and assigns (i) non-exclusive easements through Units, Common Area, and Limited Common Area as may reasonably be required for conduits, pipes, ducts, plumbing, wiring and other facilities for furnishing utility services to the Common Area and to Units other than a Unit or Limited Common Area through which it passes; and for lateral and subjacent support in every portion of a Unit which contributes to the support of the improvements; and (ii) easements in, over across, under and upon the Property as may be required, in its sole discretion, to provide ingress and egress necessary and convenient for the construction and development of improvements on the Property, including all utility lines and facilities; and storage, staging, assembly, supervision, protection and construction during development or construction of the improvements. Declarant shall have a transferable, perpetual power and authority to grant and accept easements to and from any private entity or public authority, agency, public service district, public or private utility or other Person, upon, over, under and across the Common Area for constructing, installing, maintaining, repairing, inspecting and replacing television antennae or television cable systems, data transmission systems, security and similar systems, landscaping, and all utility facilities and services, including, but not limited to, storm and sanitary sewer systems and electrical, gas, telephone, water and sewer lines. Such easements may be granted or accepted by Declarant without notice to or consent by the Association. The rights of the Declarant to grant easements shall automatically be assigned to the Association upon conveyance by the Declarant of the last Unit in the Regime to another Person, other than a mortgagee.

Section 8. Easements Granted. The Declarant hereby grants to each lot owner, their respective heirs, successors and assigns, a permanent, non-exclusive and transferable easement on, over and across the common area, excluding that portion of the common area which is part of the building, for ingress and egress, and in order to use and enjoy said portions of the common area in common with the condominium Unit Owners.

### ARTICLE III

Section 1. Responsibility for Administration. The administration of the Rivers Point Condominium Horizontal Property Regime shall be the responsibility of the Rivers Point Homeowners Association, Inc. which has been previously incorporated under the laws of the State of South Carolina, the ByLaws of which are recorded in the RMC Office for Charleston County in Book Z 325 at Page 679. The Association shall administer the operation and management of the Regime and undertake and perform all acts and duties incident thereto in accordance with the provisions of this Master Deed, the Articles of Incorporation and ByLaws of the Association, and the rules and regulations promulgated by the Association from time to time. The Rivers Point Condominium Horizontal Property Regime shall follow the ByLaws of the Rivers Point Homeowners Association, Inc.

Section 2. Membership and Voting.

(a) Membership. The owner of each Unit shall automatically be a full member of the Association upon its acquisition of an ownership interest in title to any Unit. Each Owner of a Unit shall have rights in the Association equal to the right of each lot owner pursuant to the Declaration and the ByLaws. The membership of a Owner shall terminate automatically upon conveyance of title to the Unit, regardless of the means by which such conveyance of title occurs. No Person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights or privileges of such membership. In the administration of the operation and management of the Regime, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Master Deed, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulation governing the use of the Units, Common Area, and Limited Common Area, as the Board of Directors of the Association may deem to be in the best interest of the Regime.

(b) The Unit Owners shall own, sell and convey their respective Units subject to the terms of the Declaration.

## ARTICLE IV

Section 1. Development Plan. Initially the Declarant shall construct or cause to be constructed residential buildings containing six (6) Condominium Units. The buildings shall be constructed substantially in accordance with the Unit Plans and Survey, all of which are contained in Exhibits B through G Attached hereto and incorporated herein by reference, and shown the buildings, number and identity of Units.

Section 2. Units Each Unit, together with its percentage Interest in the Common Areas and Facilities, shall for all purposes constitute a separate parcel of real Property which, subject to the provisions of this Deed, may be owned in fee simple and which may be conveyed, transferred, leased and encumbered in the same manner as any other real Property.

Section 3. Insurance.

(a) Type of Insurance. If such insurance is available at reasonable cost, the Board of Directors shall endeavor to obtain insurance coverage, in such amounts as it shall reasonably determine, for the Property, excepting the Units and the personal property of an owner located within the Unit owned by such Owner. The insurance shall, to the extent feasible, cover the insurable interests of the Association and the owners of Units, and any mortgagees of the Association and the Owners of Units. To the extent feasible at reasonable cost, such insurance coverage shall be obtained:

(i) against loss or damage by fire, flood, earthquake, or other casualty covered

by standard extended coverage policies. The insurance shall be for the full insurable value thereof (based upon current replacement cost);

(ii) against such risks as vandalism, theft and malicious mischief;

(iii) for comprehensive general public liability and, if applicable, automobile liability insurance for any vehicles owned or leased by the Association, covering loss or damages resulting from accident or occurrences on or about the Property or elsewhere;

(iv) for worker compensation or other mandatory insurance;

(v) for fidelity insurance covering any employees or officers of the Association or Managing Agent having access to any substantial funds of the Association;

(vi) for officers and directors, providing coverage against claims brought against the Board of Directors or officers of the Association acting in such capacity; and for

(vii) such other insurance as the Board of Directors shall determine to be reasonable and desirable from time-to-time.

(b) Other Insurance Criteria. All insurance premiums shall be a Common Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds for such insurance shall be payable to, the Association. The insurance coverage shall, if feasible, provide that:

(i) the interest of the Association shall not be invalidated by any act or neglect of any Owner or any officer or member of the Board of Directors of the Association;

(ii) the coverage shall not be terminated for nonpayment of premiums without at least thirty (30) days prior written notice to the Association;

(iii) subrogation shall be waived with respect to the Association and its Board of Directors, employees and agents, and Owners, members of their household and mortgagees.

(c) Insurance to Be Purchased Directly by Unit Owner. Each Unit Owner shall purchase liability insurance for accidents occurring in its own Unit and shall be responsible for purchasing property insurance on the Unit and all personal property in the Unit; provided, however, that the Board of Directors, in its sole discretion, may assist the Unit Owners by obtaining information regarding personal property insurance which may be available through the insurer(s) selected by the Board of Directors for insuring of the Property.

(d) Insurance Trustee. The Board of Directors may, at its discretion, retain any bank, trust company or South Carolina law firm to act as trustee, agent, or depository (the

"Insurance trustee") on its behalf for the purpose of receiving or distributing any insurance proceeds. If no Insurance trustee is retained, the powers of the Insurance trustee set forth in this Section 8 shall be vested in the Board of Directors. The Insurance trustee shall receive the proceeds from the casualty insurance policies held by it, and shall hold such proceeds in trust for the Association, Unit Owners, and any mortgagees, as applicable. The Insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of the policies, nor for the failure to collect any insurance proceeds. The fees and reasonable expenses of the Insurance Trustee shall be a Common Expense. Unless otherwise waived by the Board of directors, the Board of Directors or any Insurance trustee appointed by the Board of Directors is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

(e) Rights of Mortgagees Regarding Reconstruction. No mortgagee shall have any right to participate in the determination of whether Property is to be rebuilt, nor shall any mortgagee have any right to require that the Insurance Trustee, the Board of Directors, or any Owner apply insurance proceeds to repayment of its loan except in accordance with the following provisions. If insurance proceeds are enough to pay for the cost of reconstruction and repair of all damaged portions of the Property, or if the insurance proceeds are insufficient but additional funds are committed by special assessment or any other manor with ninety (90) days after the costs of restoration and repair are determined, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of the loan.

(f) Use of Insurance Proceeds If Damage Only to Units. If a loss occurs only to any improvements within any Unit(s), without any loss to any improvements within the Common Area, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Owners of the Unit damaged, and their approved first mortgagees, if an, as their interest may appear, or to the first mortgagee only if required by any condominium rider to a mortgage, and it shall be the duty of these Owners to use such proceeds to effect necessary repair to the Unit. The Insurance Trustee may rely upon the written statement of the Association as to whether or not a loss has been incurred to the Units or the Common Area or both.

(g) If the casualty loss necessitates reconstruction of **more than two-thirds in value** of the improvements on the Property, as determined by the Board of Directors, then the insurance proceeds shall be disbursed, prorata, in accordance with their respective Common Interests, to the Owners and their respective mortgages, and in such proportions as the Board of Directors in its sole discretion may determine. This paragraph may be waived, altered or amended with the consent of such percentage of Owners as are required to amend this Declaration.

(h) If the casualty loss necessitates reconstruction of **two-thirds or less in value** of the improvements on the Property, as determined by the Board of Directors, then the Board of Directors shall meet and shall determine the amount of and terms of a special assessment against the Units and the owners thereof to obtain the necessary funds to repair the improvements. Such

assessment need not be uniform as to all Units, but may be in accordance with such factors as the Board of Directors of the Association shall consider fair and equitable under the circumstances; whereupon the Board of Directors of the Association, having determined the amount of such assessment, shall immediately levy such assessment setting forth the date of payment of the same, and the funds received shall be delivered to the trustee and disbursed as provided in the preceding paragraph. If any Owner or Owners of Units containing damaged improvements refuses or refuse to pay such assessment, then the majority of Owners of Units so damaged may proceed with reconstruction at the expense of all Owners benefitted thereby.

(i) Use of Excess Funds After Reconstruction. If funds remain in the hands of the Insurance Trustee after complete repair and reconstruction and after the Insurance Trustee's fee and other fees or costs have been paid, such funds shall be distributed (i) first, to the Unit Owners who made contributions in proportion to their contributions, until all contributions (and such interest thereon, if any, as the Board of Directors determines is appropriate and reasonable) have been repaid, and (ii) second, to the Unit Owners in proportion to their Common Interests.

(j) The Insurance Trustee or Board of Directors, as appropriate, shall endeavor to require all payees to deliver paid bills and waivers of mechanics liens and execute any affidavit required by law or by the Association, or any first mortgagee named on a mortgage endorsement. The Board of Directors shall negotiate and obtain one or more contractors willing to do the work on a fixed price basis, or some other reasonable terms under the circumstances, which said contractor shall post performance and payment bonds. The Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments specified in the construction contract between Association and the contractor.

(k) Any repair, rebuilding, or reconstruction shall be substantially in accordance with the architectural plans and specifications for the original Building or as the Building was last constructed, or according to plans approved by the Board of Directors.

## ARTICLE V

Section 1. Notice of Sale or Lease. If an Owner sells, leases, or otherwise conveys a Unit, the Conveying or Leasing Owner shall promptly furnish to the Association, in writing, the name and address of such purchaser, lessee, or transferee; if a lease, the term of lease; and the forwarding address of the conveying or leasing Owner. The Association may require a conveying or transferee Owner to provide a certified copy of the instrument by which the Unit was obtained.

Section 2. Acquisition by Devise or Inheritance. When a person receives title to a Unit by devise of inheritance, or by any other method not heretofore considered, it shall be the responsibility of such person to notify the Association that such transfer has occurred and to provide the information set forth in Section 1, above.

Section 3. Notice Procedure. Whenever notice is required or permitted under the terms of this Agreement, it shall be in writing and (a) Personally delivered or (b) sent postage or delivery charges prepaid either (i) by United States Mail, certified, return receipt requested, in which case notice shall be deemed to occur on the certified date of delivery or rejection of delivery or (ii) if within the United States, by First Class United States mail, in which case notice shall be deemed to occur three (3) calendar days after the postmark, or (iii) by any recognized express delivery service which provides evidence of delivery, in which case notice shall be deemed to occur on the date of delivery.

All notices shall be delivered or sent to such address as has been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owner's respective Unit.

All Notices to the Association shall be delivered or sent in care of the Association at:  
c/o \_\_\_\_\_

or to such address as the Association may from time to time notify the Owners and the Declarant.

All Notices to the Owner shall be delivered or sent in care of the Owner at the Unit address in Rivers Point HPR, Charleston, SC 29412

Section 4. General Maintenance and Repair.

(a) All maintenance of and repairs to any Unit (other than maintenance of and repairs to any Common Area contained therein which are not necessitated by the negligence, misuse or neglect of the Owner of such Unit or such Unit's invitees or Licensees), including internal installations for the sole benefit of such Unit, such as telephones, air conditioners, heating elements, plumbing lines and fixtures, electrical fixtures, doors, windows, lamps, etc., shall be made by the Owner of such Unit. All maintenance shall be made promptly and diligently by each Owner obligated to do same. Each Owner shall be responsible for all damages to any Unit and/or Common Area caused by his failure to maintain or make repairs. An Owner shall reimburse the Association or another Owner, as applicable, for any expenditures incurred in repairing or replacing any Common Area or other Unit damaged through his neglect, including any deductible paid by the Association or the Owner prior to receipt of any insurance proceeds for such damage.

(b) Except as particularly provided to the contrary herein, the Rivers Point Homeowner's Association, Inc. shall maintain, repair or replace, at its expense, all parts of the Common Areas and Limited Common Areas (other than Maintenance of and repairs to the Common Area contained therein which are necessitated by the negligence, misuse or neglect of the Owner of such Unit or such Owner's invitees or licensees) the cost of which shall be charged to all the Owners of the Association as a Common Expense.

(c) The Association shall have access to each Unit and Limited Common Area from time to time during reasonable hours, as determined by the Board of Directors, for the maintenance, repair or replacement of any Common Area, or for making emergency repairs therein to prevent damage to the Common Area or another Unit.

Section 5. Maintenance and Decoration of Unit Interiors. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit, and such Unit Owner may decorate, and shall maintain, such interior surfaces in good condition, at his sole expense. Such use, decoration and maintenance, including the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association. The interior surfaces of all windows forming part of the perimeter wall a Unit shall be cleaned by the Unit Owner. Decorating the Common Area (other than interior surfaces within the Units as above provided), and any redecorating of Units made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Area by the Association, shall be furnished by the Association as part of the Common Expense.

Section 6. Encroachments. If any Unit shall encroach upon a Common Area for any reason not caused by the purposeful or negligent act of the Unit Owner(s), or agents of such Owner(s), then an easement appurtenant to such Unit shall exist for the continuance of such encroachment on the Common Area for as long as such encroachment shall naturally exist. If any portion of the Common area should encroach upon any Unit than an easement shall exist for the continuance of such encroachment of the Common Area into any Unit for so long as such encroachment shall naturally exist.

Section 7. Real Estate Taxes and Assessments. It is intended that Real estate taxes and similar charges shall be separately assessed against each Unit Owner for his Unit and his Common Interest in the Common Area, as provided in the Act. If, for the year in which this Master Deed is recorded, such taxes, assessments or charges are not separately taxed to each Unit Owner, but are taxed or assessed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Interest. The Board of Directors of the Association shall determine the amount due and notify each Unit Owner as to the real estate taxes payable by such Owner.

## ARTICLE VI

Section 1. Regular Assessments and Budget. Assessments shall be computed and assessed against all Units as follows as set forth in the ByLaws.

Section 2. Assessments for Units Owned by Declarant. Declarant and Affiliates of Declarant shall pay Assessments on the Units owned by them in the same manner as other Unit Owners.

## ARTICLE VII

Section 1. Submerged Lands. In accordance with Section 27-31-100(f) of the Act, as it exists on the date of recordation of this Master Deed, all activities on or over and all use of any submerged lands or other critical areas within the Property are subject to the jurisdiction of the South Carolina Department of Health and Environmental Control, including, but not limited to, the requirement that any activity or use must be authorized by the South Carolina Department of Health and Environmental Control. Each Unit Owner is liable to the extent of his ownership for any damages to, any inappropriate use of, and any duties or responsibilities concerning any submerged land, coastal waters, or any other critical area within the Property.

Section 2. Compliance and Conflict. This Master Deed is intended to comply with the Act. If any provision of this Master Deed conflicts with a mandatory provision of the Act, the provisions of the Act will apply and control. If such invalidates any provision of this Master Deed, such invalidation will not affect any of the other provisions contained herein and they shall remain in full force and effect.

Section 3. Amendments by Association. Amendments to this Master Deed, other than those authorized by Section 4, below, shall be adopted, upon the vote of at least two-thirds of the Owners, in accordance with the procedure set forth in the ByLaws; Provided, however, that no amendment which imposes a greater economic or legal burden on Declarant exists under the current provisions of this Master Deed shall be valid unless it is approved, in writing, by Declarant.

Section 4. Amendments by Declarant. Notwithstanding any other provision herein or in the ByLaws, Declarant, as long as it owns at least one Unit, may amend this Master Deed without the consent of the Association, any Owner, any easement grantee, or any mortgagee if, in Declarant's Opinion, such amendment is necessary to (i) bring any provision of the Master Deed into compliance or conformity with the provisions of any applicable government statute, rule or regulation or any judicial determination which is in conflict with this Master Deed; (ii) Enable any

reputable title insurance company to issue title insurance coverage with respect to any Units subject to this Master deed; (iii) enable any mortgagee to make mortgage loans on any Unit or other improvements subject to this Master Deed; (iv) enable any government agency or private mortgage company to insure mortgages on Units subject to this Master Deed; (v) enable any insurer to provide insurance required by this Master Deed; (vi) comply with any regulation of a Federal Home Loan Bank Board, Veteran's Administration, Department of Housing and Urban Development and/or the Federal Housing Administration, or (vii) Clarify any provision of this Master Deed or eliminate any conflict between provisions of this Master Deed.

Section 5. Title. Every Unit Owner shall promptly cause to be duly recorded with the

R.M.C. Office for Charleston County the deed or other document conveying the Unit to such Owner. Upon request of the Board of Directors, the owner shall file a true copy of such evidence of title with the Board of Directors or its designee.

Section 6. Right of Declarant to Sell, Lease and Repair Units and Common Areas. So long as Declarant or any affiliate of Declarant shall own any Unit, whether by reacquisition or otherwise, the Declarant or affiliate shall have absolute right to lease, sell or mortgage any such Unit to any person, firm or corporation, upon any terms and conditions it shall deem to be in its own best interest, and as to the lease sale or mortgage of any Unit by the Declarant. This provision of the Master Deed may not be suspended or superseded by any amendments unless consent thereto, in writing, by Declarant. Declarant shall have the right to transact on the Property any business necessary to consummate sale of Units, including but not limited to, the right to maintain models, have signs, employees in the office, use the Common Area and to show Units, and may assign this commercial usage right to other such persons or entities as it may choose. Declarant has the further right, but not the obligation to continue to make repairs and improvements to Common Areas without cost to the Association.

Section 7. Applicable Law. This Master Deed and the ByLaws shall be construed in accordance with the laws of the State of South Carolina. Any provisions of the Act which are required to be incorporated herein but which are not specifically set forth herein shall be deemed to be incorporated herein by reference. In all cases, the provisions set forth or provided for in this Master Deed shall be construed together and given that interpretation which, in the opinion of the Declarant or the Board of Directors, will best effect the intent of the general plan of development. The effective date of this Master Deed shall be the date of its filing for record in the R.M.C. Office for Charleston County, South Carolina.

Section 8. Interpretation. The Singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to any Person, as defined herein, shall in all cases be assumed as though in each case was fully expressed.

IN WITNESS WHEREOF, the Declarant has hereunto set its Hand and Seal this 7<sup>th</sup> day of November, 2000.

Witnesses:

*Margaret B. O'Heir*  
*[Signature]*

Joe Ford Construction, A Limited Partnership

*[Signature]*  
By: John Patrick Ford  
Its: General and Limited Partner

\*\*\*\*\*

OKH 358PG155

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON ) PROBATE

Personally appeared before me the undersigned witness who swore that s/he saw the within named officer of Joe Ford Construction, A Limited Partnership, sign, seal and as its act and deed, deliver the within written Master Deed and that s/he with the other witness witnessed the execution thereof.

Sworn to before me this 7th  
day of November, 2000.

Angela B. O'Neill

[Signature] (L.S.)  
Notary Public for South Carolina

My commission expires: 01-07-07

SANDRA S. LEMPESIS, P.A.  
ATTORNEY AT LAW  
714 ST. ANDREWS BLVD.  
CHARLESTON, SC 29407

**EXHIBIT "A"**

**ALL that** certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being on James Island, in the City of Charleston, County of Charleston, State of South Carolina, being shown and designated as RESIDUAL, 119804 sf 2.76ac. , Rivers Point Subdivision, on a plat prepared by Paul C. Lawson, Jr., RLS, dated January 31, 1998, revised March 28, 1998 and entitled, "FINAL SUBDIVISION PLAT OF RIVERS POINT SUBDIVISION OWNED BY JOE FORD CONSTRUCTION AND WILLIAM J. FORD LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA", and recorded on June 5, 1998 in the Office of the Register of Mesne Conveyances for Charleston County, SC, in Plat Book EC at Page 544. Said lots having such distances, courses, metes and bounds as will by reference to said plat more fully appear.

BEING a portion of the property conveyed to Joe Ford Construction, a Limited Partnership and William J. Ford, by deed of Rivers Point Subdivision, dated April 13, 1998 and recorded in the RMC Office for Charleston County in Book L301 at page 547.

TMS# 425-07-00-194 ✓

BKH 358PG 157

EXHIBIT C

UNIT SIZE AND DESIGNATIONS

Number of Units	Size and Designation
4	1194.58 Units B, C, D and E Three bedrooms
2	1211.53 Units A and F Three Bedrooms

TOTAL 6 Units

## EXHIBIT D

## PERCENTAGES OF COMMON INTEREST

UNIT	VALUE	PROPORTIONATE INTEREST
Unit A	\$138,500.00	16.824%
Unit B	\$138,500.00	16.588%
Unit C	\$138,500.00	16.588%
Unit D	\$138,500.00	16.588%
Unit F	\$138,500.00	16.824%
TOTAL	\$831,000.00	100.00%

FROM : DETREVILLE & LEMPESIS, P.A.

PHONE NO. : 8437690225

Dec. 01 2000 07:47AM P2

*Sandra Lempesis* KH 358 PG 165

FILED

30.00 B

H-358-141  
2000 NOV 9 AM 11:18

CHARLES BRAND  
REGISTER  
CHARLESTON COUNTY, SC



STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

BOOK P107 PAGE 73

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, RIVERS POINT CO., A LIMITED PARTNERSHIP, Owner of the premises hereinafter described known as Rivers Point, situate in Charleston County, State of South Carolina, hereby covenants and agrees that all of the properties hereinafter described shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions which are more fully set forth in a declaration of same dated February 1, 1974, and recorded in the RMC Office for Charleston County in Book T103, Page 260.

The premises covered by said easements, restrictions, covenants and conditions are more fully described as follows:

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 29.58 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: N 29° 24' E fifty and four/one-hundredths (50.04) feet to a point; thence bounded by Lot 30 Centerville Plantation and Rivers Point, Phase Six, future development the following course and distance: S 58° 12' E seven hundred fifty-three and sixty-eight/one hundredths (753.68) feet to a point; 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 a point; thence N 31° 46' E six hundred twenty and no/one hundredths (620.00) feet to a point; thence bounded by Rivers Point, Phase Two, future development the following courses and distances: S 58° 14' E two hundred eighty-two and fifty-nine/one hundredths (282.59) feet to a point; thence N 31°

46' E fifty-four and fifty/one hundredths (34.50) feet to a point; thence N 28° 54' E two hundred eight and no/one hundredths (208.00) feet to a point; thence S 61° 06' E four hundred sixteen and no/one hundredths (416.00) feet to a point; thence S 28° 54' W two hundred eight and no/one hundredths (208.00) feet to a point; thence S 61° 06' E forty-nine and fifty/one hundredths (49.50) feet to a point; thence S 31° 46' W one hundred and no/one hundredths (100.00) feet to a point; thence S 58° 14' E fifty and no/one hundredths (50.00) feet to a point; 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 hundredths (20.00) feet and an arc distance of thirty-one and forty-two/one hundredths (31.42) feet to a point; thence S 58° 14' E one hundred eighty-nine and twenty-nine/one hundredths (189.29) feet to a point; 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 hundredths (20.00) feet and an arc distance of thirty-one and forty-two/one hundredths (31.42) feet to a point; thence S 58° 14' E fifty and no/one hundredths (50.00) feet to a point; thence S 31° 46' W fifty-five and no/one hundredths (55.00) feet to a point; thence S 58° 14' E one hundred thirty and no/one hundredths (130.00) feet to a point; thence bounded by lands of Creek Point, LTD the following course and distance: S 31° 17' W six hundred ninety-five and ninety-two/one hundredths (695.92) feet to a point; thence along the center of a creek called Wolf Pit Run, bounded by lands of James Isl- and Elementary School and lands of Payne R.M.U.E. Church the following course and distance: N 77° 12' W six hundred seventy-one and sixty-eight/one hundredths (671.68) feet to a point; thence bounded by lands of Payne R.M.U.E. Church the following course and distance: S 28° 52' W three hundred eighty-two and no/one hundredths (382.00) feet to a point; thence bounded by Camp Road, S.C. Highway No. 28 the following course and distance: N 70° 45' W ninety and seventy-one/one hundredths (90.71) feet to a point; thence bounded by lands of Epworth Methodist Church the following courses and distances: N 28° 52' E four hundred forty-five and eighty-two/one hundredths (445.82) feet to a point; thence N 71° 20' W four hundred one and twenty/one hundredths (401.20) feet to a point; thence bounded by Rivers Point, Phase Five, future development the following course and distance: N 18° 56' E two hundred sixty-four and ninety-three/one hundredths (264.93) feet to a point; thence bounded by Rivers Point, Phase Five, future development and Lot 29 Centerville Plantation the following course and distance: N 58° 12' W eight hundred ninety-eight and no/one hundredths (898.00) feet to the point of beginning, as shown on Plat by STS Engineering, Inc., dated Aug 25, 1975, and recorded in the RMC Office for Charleston County in Plat Book AF, Page 21.

SAVING AND EXCEPTING hereout and herefrom the following:

Those tracts of land described as Phase One, Tract A-2, Phase One, Tract A-3 and Phase One, Tract A-4, as shown on a plat of "Rivers Point Planned Unit Development,

Plat of Re-subdivision of Phase One, Tract A,  
Centerville Plantation, James Island, Charleston  
County, South Carolina", which plat was made by STS  
Engineering, Inc., dated August , 1975, and recorded  
in the RMC Office for Charleston County in Plat Book  
, Page

IN WITNESS WHEREOF, the undersigned, being the  
Declarant herein, has hereunto set its Hand and Seal this

8<sup>th</sup> day of September, 1975.

IN THE PRESENCE OF:

Nancy J. Melton  
Lois M. Robinson

RIVERS POINT CO., A LIMITED  
PARTNERSHIP  
DECLARANT

BY: William J. Ford  
WILLIAM J. FORD  
General Partner

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

PERSONALLY appeared before me Nancy

J. Melton who, being duly sworn, deposes and  
says that he saw me within named RIVERS POINT CO., A LIMITED  
PARTNERSHIP, by William J. Ford, General Partner, sign, seal  
and as the act and deed of the Limited Partnership, deliver the  
within written instrument and that he with Lois M.

Robinson witnessed the execution thereof.

SWORN to before me this  
8<sup>th</sup> day of September, 1975.

Nancy J. Melton

Lois M. Robinson (SEAL)  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission Expires: 12/31/80

SHIMEL & ACKERMAN

BOOK P107 PAGE 73

1.75

Filed, Indexed and Recorded

Sept 8 1925 4:00

DATE TIME  
Book P107 Page 73

*Walter B. Borton*

Register Means Conveyance  
Charleston County, S. C.

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	RIVERS POINT CO., A LIMITED PARTNERSHIP	SHIMEL, ACKERMAN, THEOS, SPAR AND KAYNARD ATTORNEYS AND COUNSELLORS AT LAW 123 CHURCH STREET CHARLESTON, S. C.
---	--	--

**Michael Miller**  
Register of Deeds



<b>DATE:</b>	04-Jan-19
<b>INVOICE #:</b>	X000406291
<b>DRAWER:</b>	Drawer 2
<b>CLERK:</b>	JBA
<b>TIME:</b>	03:55:12 PM

[illegible]

Check #	Amount
186664	\$ 14.00
<b>Check Total</b>	<b>\$ 14.00</b>
<b>Cash Total</b>	

**Total Paid:** \$ 14.00

**Balance:** \$ -

The ROD Office retains any recording fee overages of \$5 or less. Due to Charleston County Auditing Procedures for the ROD Overage Account, your request for refund must be made in writing on Company letterhead and signed by the requesting party. Please send a self-addressed stamped envelope with your request. Thank you.

***It is our pleasure to serve you!***

RECEIVED  
PER CLERK  
ROD OFFICE  
CHARLESTON COUNTY, SC

1/4/19

0770-404

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )  
CERTIFICATE OF RULES  
AND REGULATIONS BY RIVERS  
POINT HOMEOWNERS ASSOCIATION,  
INC. IN COMPLIANCE WITH S.C. CODE  
§ 27-30-110, *et. seq.* AS OF  
JANUARY 4, 2019

WHEREAS, Rivers Point Homeowners Association, a South Carolina non-profit corporation in good standing and was incorporated in South Carolina on August 8, 1975 in accordance with the Declaration of Covenants, Conditions and Restrictions, dated February 1, 1974, which was recorded February 11, 1974 in the R.M.C. Office for Charleston County in Book T103, Page 260, as amended.

NOW THEREFORE, in accordance with the South Carolina Homeowners Association Act, S.C. Code § 27-30-110, *et. seq.*, a copy of the Rules and Regulations of Rivers Point Homeowners Association, effective as of January 4, 2019, is attached hereto as Exhibit A and is incorporated by reference.

RIVERS POINT HOMEOWNERS  
ASSOCIATION, a South Carolina non-  
profit corporation



BY: Zerrouk Hammat  
ITS: President

## EXHIBIT A

### RULES AND REGULATIONS RIVERS POINT HOME OWNERS ASSOCIATION

JANUARY 2, 2018

In order to create a dignified, safe and charming living space which is respectful of the concerns of Rivers Point home owners, these Rules and Regulations have been created. These Rules and Regulations supplement the Master Deed of the Regime and the Bylaws of the Association. They apply to owners and their families, tenants, guests, agents, invitees, contractors, employees and others.

It is the responsibility of the homeowner to forward the Rules and Regulations to your rental agency to be attached to the rental agreement, signed, and returned to the property manager. If you are renting the unit yourself, a copy of the Rules and Regulations must be signed by the renter and returned to the property manager. Please make sure a copy of the Rules and Regulations is given to renters.

#### 1. Residential and Business Usage

All Units shall be utilized for single family residential purposes only. No business or business activity shall be carried on upon any Unit at any time; provided, however, that (i) nothing herein shall prevent Declarant or its designee, or any entity approved by the Board of Directors, from using any Unit owned by Declarant or leased by Declarant from carrying on business related to the development, sale, leasing, or management of the Property and (ii) to the extent allowed by applicable zoning laws, a private office may be maintained in a Unit as long as such use is incidental to the primary residential use of the Unit, does not violate any applicable law, does not involve any exterior signage or advertising of the Unit as a place of business, and does not contribute to parking, traffic or security problems, all in the opinion of the Board of Directors.

#### 2. Prohibited Uses

A Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will, in the sole opinion of the Board of Directors, (i) increase the insurance rates on his Unit or the Common Area, (ii) obstruct or interfere with the rights of other Unit Owners, or the Association or (iii) annoy other Unit Owners by unreasonable noises or otherwise. A Unit Owner shall not commit or permit any nuisance, immoral, improper, offensive or illegal act in his Unit or on the Common Area.

#### 3. Disturbances

No noxious or offensive activity shall be conducted in any house or on the Common Area nor shall anything be done therein which may be or become an annoyance or nuisance to other homeowners or occupants. No homeowner shall make or permit any disturbing noises or do or permit anything to be done which would interfere with the rights, comforts or convenience of other homeowners. All homeowners shall keep the volume of any radio, television, sound system or musical instrument in their houses and in their vehicles on the premises sufficiently reduced at all times so as not to disturb other homeowners. Homeowners must abide by Charleston County Ordinances pertaining to disturbances.

#### 4. Owner Responsible for Conduct of Others in Unit

Each Unit Owner shall be deemed responsible to the Association for the conduct of members of his household and his tenants, agents, invitees, guests, and pets while on Rivers Point Home Owners Association property, but the responsibility of the Unit Owner shall not relieve any member of his household or any of his tenants, agents, invitees, or guests from any liability to the Association or to a Unit Owner for their own acts.

Each lease shall include a notification of repair clause. If tenants fail to report an external structural issue to homeowner within a reasonable time frame of fourteen (14) days, Rivers Point Home Owners Association has the right to refuse financial support to homeowner for repair of unit.

#### 5. Access to Rivers Point Home Owners Association

Access to Rivers Point HOA property for personal guests or invitees may be authorized by Unit Owners, Unit tenants and immediate family members of such Owners or tenants and who are age 18 or older. All access is subject to these Rules and Regulations. Personal guests and invitees may not authorize access for others unless approved by the Board of Directors or any management agent for Rivers Point HOA. Only persons with proper authorization may remain on Rivers Point Row. Any guest or invitee may be required to provide the management agent, the Board of Directors, or

law enforcement officials with proper identification and the name and telephone number of the person who authorized his access.

**6. Access to Amenities**

Access to Rivers Point HOA amenities, such as the pool area, is limited to Unit Owners, Unit tenants, immediate family members of such Owners or tenants, and personal guests who are accompanied by a Unit Owner, tenant or immediate family member of such Owner or tenant.

**7. Obeying Laws**

All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

**8. Pets**

A Unit Owner may keep a domestic pet in his Unit under the regulations promulgated by the Association. A Unit Owner may not keep any other animals, livestock or poultry, nor may any of the same be raised, bred, or kept upon any portion of the Property. All pets shall be housed within the Unit. Pets must not constitute a nuisance or cause unsanitary conditions. Incessant barking or howling of a dog which is clearly audible in another Unit shall be a nuisance, unless otherwise expressly determined by the Board of Directors. The Board of Directors shall have the right to determine, in its sole discretion, whether a particular pet meets the criteria set forth above, and, if not, it may require the owner of the pet to remove such pet from the Property.

- a. Homeowners shall abide by the applicable County/City ordinances which requires annual licenses and current vaccinations for dogs and cats over three (3) months of age, prohibits animals from running loose on public property (or common areas of a community), requires that pets be kept under control at all times when off their owner's property and prohibits animals from trespassing, damaging or fouling another's property (or common areas of a community). Additionally, it prohibits keeping vicious, wild, exotic animals as pets. These Rules and Regulations authorize the County Animal Warden to enter the community to investigate complaints and to enforce the County ordinance. Any residents of the Rivers Point Row HOA may report Ordinance violations to the County Animal Control Office. All pets must be properly restrained on a leash and controlled by a dependable person. All homeowners are responsible for the actions of their pets. The Association is not responsible/liable for the actions of your pets.
- b. No kennels for breeding or for multiple pets shall be allowed on the property.
- c. Pet owners shall be responsible for the IMMEDIATE cleanup and proper disposal of pet wastes deposited in the Common Areas or streets. Pet owners shall be responsible for any and all costs incurred in the repair of damages caused by their pet(s) to the Common Areas as well as the property of other homeowners immediately upon notice. Pet owners who do not immediately cleanup and properly dispose of pet waste will be given one warning from Management. Subsequent violation will incur a fine of One Hundred Dollars (\$100.00). An additional Fifty Dollars (\$50.00) will be assessed if disposal falls on the responsibility of the association.
- d. Homeowners who own pets, or have guests visiting with pets, shall ensure that the pets do not become a nuisance to other homeowners in the community. Actions that may constitute a nuisance include, but are not limited to, barking, crying, scratching, digging or being hygienically offensive. Chaining/tethering or penning a pet on the Common Area is prohibited.
- e. All pets must stay at least 30 feet from the rear of all units while being walked. While walking pet in front of units, stay on street. These parameters are set to respect the personal space of homeowners and tenants

**9. Signs and Antennas**

With the exception of "FOR SALE" or "FOR RENT" signs, unless otherwise expressly permitted in writing by the Board of Directors, an Owner shall place no sign, advertisement or notice on the Common Area, Limited Common Area, or his Unit. Political signs shall be removed by homeowner no later than one week after election.

**10. Approval of External or Structural Modifications**

- a. Unless otherwise expressly permitted in writing by the Board of Directors, no modification of a Unit or Limited Common Area which would be visible from any other Unit or any portion of the Common Area, and no modification of a structural element of a Unit or the Common Area, shall be permitted until two (2) sets of plans

showing the nature, shape, dimensions, materials, color and location thereof have been submitted to and approved by the Board of Directors or its designee.

- b. The Board of Directors or its designee shall have four (4) calendar weeks from receipt of all required information to review the submitted information. It may approve, reject or modify the proposed plans based on its perception of the consistency and harmony of the plans with the Master Deed, the design of Rivers Point HOA, and other practical and aesthetic factors deemed appropriate by the Board of Directors. Other Owners shall be given the opportunity to examine such plans upon prior written request during reasonable business at a location identified by the Board of Directors. If no notice of approval, disapproval, proposed modification or request for additional information, is received by the submitting Owner within such four (4) calendar week period, the plans shall be approved.
- c. Compliance with the above procedures is not a substitute for compliance with other applicable building, zoning, subdivision and development standards ordinances and codes. The Association and Board of Directors shall not be responsible for any defects in any plans or specifications approved by the Board of Directors, nor for any structural defects in any work done according to such plans and specifications. Further, neither Declarant nor any member of the Board of Directors shall be liable for damages to anyone submitting plans or specifications for approval, or to any person affected by a mistake of judgment, negligence or nonfeasance arising out of, or in connection with, the approval or disapproval or failure to approve or disapprove any such plans or specifications.
- d. Owners, Tenants, and/or Owners' agents shall not undertake to do any item of painting, repair, or maintenance, for which the HOA is responsible as provided by the Association under the By-laws unless in an emergency situation, acknowledged by Board, or pursuant to written approval of the Association. Failure to follow this procedure will result in a fine to the violation owner. Failure to correct the violation within a reasonable period of time will result in the regime making the corrections and assessing the owner for all cost incurred. The Association does not accept responsibility for Owner Modifications (i.e. enclosed porches or additional skylights.) Upon transfer of ownership, disclosures of this type shall be made to the new Owner by the Seller.

#### 11. Trash/Garbage/Recycling Containers

Trash, garbage or other waste are to be in trash cans or assigned places designated by the Board of Directors for curbside pick-up. No loose trash, garbage or other waste shall be left in front of or in back of units, or in Common Areas.

No waste, litter, or cigarette butts shall be deposited on the Common Area. No accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted in Common Areas.

Each homeowner or tenant is responsible for picking up litter on his/her property and preventing windblown debris from originating there.

ash, garbage and recycling containers as well as larger bulk items such as televisions, furniture, boxes, beer kegs, etc. shall not be permitted on common area or limited common areas including but not limited to rear patios.

*Effective 1 April 2017, the City of Charleston no longer will pick up discarded electronics such as televisions, printers, computers, etc. Property Owners and/or Tenants are responsible for taking such electronics to one of Charleston County's recycling drop-off sites: Romney Street Convenience Center on the peninsula; Bee's Ferry Convenience Center in West Ashley; and, Signal Point Convenience Center on James Island. Please note that cellphones, video game consoles and cameras cannot be recycled. Goodwill nonprofit centers take electronics and wipe computer hard drives of data before disposing of same. DHEC's website lists businesses offering recycling programs and details about Goodwill's recycling program are online. Owners are responsible for notifying tenants of these rules. Non-compliance will result in a fine of \$25.00 per day until electronic waste is properly disposed of by the Owner.*

Contractor Debris: It is the responsibility of the contractor who provides remodeling and/or repair work to dispose of the construction debris. This debris may not be left on any driveway or any Common Area. All contractor dumpsters must be located in Owner's driveway and have plywood underneath to protect the driveway.

Containers for garbage and recycling may not be visible from the street, unless otherwise approved by the Board. Containers may be put out on the day before collection and returned to each Unit by the following morning.

Leaves and plants from Owners' patios and front areas must be placed in paper lawn bags and may be put curbside the day before scheduled pickup which is typically on Thursday.

**12. Use of Common Areas**

Common Areas are all exterior areas that include, but are not limited to, yards, parking areas, green spaces, and pool area. All homeowners shall be entitled to use and enjoy the Common Area without infringing on the rights of others. However, no individual homeowner shall convert any portion of the Common Area for his/her exclusive use without written approval from the association. For example, homeowners may not plant flowers, plants, trees, shrubbery and crops of any type without approval from the association.

All patio furniture and grills must be kept within Owners' patio and/or fenced-in area.

Violation of South Carolina code 16-17-470 (cavesdropping, peeping, voyeurism) shall not be tolerated. The police may become involved.

**13. Obstruction of Common Areas**

Unless otherwise expressly approved by the Board of Directors, roads and common avenues of ingress and egress shall be used for no purpose other than normal transit through them. No Owner or agent, tenant, family member or invitees of an Owner shall park any vehicle outside of assigned parking designation.

The front and back of unit or back fence of unit and other common areas must be kept free of obstruction, junk and personal items, to include, but not limited to waste receptacles, sporting equipment, tools, yard waste and unsightly furniture. Owner's failure to comply with these regulations will be given a warning first, then a \$25.00 per day fine.

**14. Common Area Damage**

All exterior areas to include, but not limited to yards, stoops, parking areas, etc. Any defacing or deliberate damage to the Common Area, or equipment installed thereon caused by any person including a homeowner, his/her family, tenants, servants, employees, agents, visitors and guests, invitees or licensees shall be promptly repaired at the expense of the homeowner.

**15. Personal Items**

Beach towels, bathing suits, clothing, etc. shall not be hung on fencing for longer than a 24 hour period if visible to a person in any other Unit or anywhere on Rivers Point HOA property. Unattended items left in any Common Area for extended periods of time so as to become offensive to other homeowners will be removed and discarded and Home Owner will be fined \$50.

Exterior decorations related to any holiday will be permitted to be installed (30) days before holiday and must be removed no later than (30) days after the holiday. Notification of violation will be issued then a fine will be assessed after 7 days time if not remediated.

**16. Air Conditioners**

No window unit air conditioners are permitted.

**17. Window Treatments**

Any interior window treatments used must be made exclusively for that purpose as seen from the street or General Common Elements and must be kept in good working condition (i.e. no towels, blankets, broken blinds, or torn screens).

**18. Patios/Balconies**

Rear patios must be kept in a clean and sanitary manner.

**19. Landscaping Violation**

Any additional landscaping must be approved in advance by the HOA and maintained by the Owner. If the Association subsequently needs to operate in that space the association is not responsible for any loss or damage suffered by the Owner as a result. All condo front/entrance ways are to be maintained by homeowner. If owner wants HOA to maintain front/entrance ways please notify management. If owner does not maintain front/entranceway the HOA will have landscaper maintain front / entranceway.

**20. Vehicle Operation**

Owners of vehicles shall be held liable for all costs to repair damages to the Common Area caused by negligence, repair, operation or parking of a vehicle, or storage of any combustible, dangerous or otherwise hazardous material on the Common Area (regardless of the type of the container). All motor vehicles shall not exceed the posted speed limits while operating in the community and all vehicles shall be operated on the paved streets and parking areas only.

**21. Parking and Vehicles**

Unless expressly approved by the Board of Directors or the management agent:

- a. no parking shall be permitted on streets or driveways unless clearly marked as paved parking spaces; All parking spots, excluding driveways, are considered to be part of the common area and are available on a first come basis for all owners and their guests.
- b. boats may not be parked on driveways and/or common areas;
- c. unlicensed or inoperable vehicles may not be parked on the common property or occupy a designated parking space;
- d. No vehicles may be stored in the parking areas at any time. Stored vehicles shall mean those that remain in a stationary position and are not operated for more than ten (10) days.
- e. no house trailer, mobile home, tractor-trailer or bus, and no recreational motor vehicle, truck or commercial vehicle over one ton capacity or any vehicle that is longer than twenty (20) feet shall be parked on the property or in the driveways or designated parking spaces. Such vehicles which will fit into a designated parking space shall be permitted on the property for loading, unloading or maintenance services.
- f. There should be no parking around the swimming pool, in the street in front of units, or in any of the unpaved areas. Please monitor where your guests park and inform them of the common parking areas. No Parking on grass or driving on grass.
- g. All motorcycles are to be parked in Owner's driveway and not in a common parking space.
- h. Disposing of motor oil or other vehicular fluids anywhere on association property is prohibited. Extraordinary repairs or maintenance of vehicles anywhere on Association property is prohibited.
- i. Vehicles violating these Rules may be towed at the sole cost and risk of the person violating the Rule.

**24. Firearms and Fireworks**

The use of firearms, pellet or air guns, and bows and arrows is prohibited on Rivers Point property. No fireworks are allowed.

**25. Swimming Pool Rules**

The following pool rules apply:

- a. Pool keys will be issued once pool registration form is completed. This applies to owners and tenants, and shall include a name, address, unit number, and phone number. The first pool key is provided for free, but any additional pool key will be \$20.00.
- b. There is no lifeguard on duty. Swim at your own risk. No children under the age of 13 are allowed in the pool area unless accompanied by an adult.
- c. Pool hours are between 7:00 A.M. until 10:00 P.M. April through September. Persons in the pool at other hours will be requested to leave. Failure to leave the pool after 10:00 P.M. and before 6:30 A.M. will be considered trespassing. The police may become involved. The pool may be closed periodically for maintenance, in which event notice of closure shall be posted.
- d. Health and safety rules posted in the pool area shall be observed.

- c. Any Owner, or resident who wishes to use the pool area for a group function must obtain written permission from the Board of Directors or the management agent. Written permission will be granted on a first-come, first served basis except where permission is requested for a series of functions, in which case the Board of Directors or management agent reserves the right to determine the appropriate usage. Any person(s) shall (i) be responsible for cleaning up before departure, (ii) be responsible for the conduct of their guests, and (iii) be in attendance at all times.
- f. Unless expressly approved by the Board of Directors, approval of a pool party shall not result in excluding other authorized persons from using the pool in the normal manner.
- g. No pets are authorized in the enclosed pool area. Pets shall not be tied or left unattended in common areas while using the pool.
- h. Except at approved functions, food is permitted only in designated areas. No glass containers are allowed in the enclosed pool area. Failure to follow these Rules will result in forfeiture of pool privileges.
- i. Anyone allowing individuals into the pool area who are not bona fide owners and/or their tenants or guests shall forfeit pool privileges.

#### **26. Solicitations**

Persons soliciting contributions or the purchase of goods or services, and persons seeking to distribute materials, brochures or information shall not be allowed access to Rivers Point property unless (1) expressly required by law or the Board of Directors or (2) expressly invited, by name, as a guest of a specific Unit Owner or tenant, in which the person invited shall limit their solicitation to the person(s) expressly inviting them and will require signage.

#### **27. Notice of Violation**

A letter describing the violation and citing the appropriate Governing Document Language will be mailed to the homeowner. The letter will explain that the homeowner has a specific number of days to correct the violation or to contact the Association, or the property management company, to arrange for an extension.

#### **28. Appeal**

The homeowner will have a full opportunity to explain why they are not in violation of the Governing Documents and/or an opportunity to request a waiver. Upon reviewing all necessary information presented by homeowner, the Board, or appointed panel, will deliberate outside the presence of the homeowner and render a decision. Written notification of the decision will be sent to the homeowner within five (5) business days of the hearing.

#### **29. Fines**

Any fine assessed will begin to accrue as soon homeowner has been notified. The standard fines amounts are as follows:

1. \$50 per violation
2. An additional \$50 applied within every (7) days until violation is rectified by homeowner or tenant
3. If the violation was a one-time event, the fine amount will be between \$50.00 and \$100.00, in the discretion of the Board.

Once the fine amount reaches \$200.00, a lien will be placed upon the homeowner's property to secure the amounts owed.

Please note that the Governing Documents grant power to the Association to foreclose upon a homeowner's property for any amounts owed to the Association.

The Board understands that this may seem like a harsh policy to many of our homeowners. However, this fine system will only affect those people who refuse to fulfill their obligations to our community. We do not feel that it is fair to the majority of the homeowners to carry the financial burden and suffer the property value pitfalls that result from those in

our community who refuse to live by the Governing Documents that keep our neighborhood a pleasant and safe place to live.



# Covenants Violation Inspection Policy

☒ Weekly ☐ Bi-weekly ☐ Sections  
☐ Anonymous NO PHOTO reports OK  
☐ Fine & escalation system adopted

for: Rivers Point  
Recycling, Lvs other Monday  
Trash Day: Thursday

Board Approval CDH  
Board Appr. Date 1/25/19

**Maintenance:** (Ex: "Significantly worse than average," "3-4 clusters of weeds")

**ARB/ARC violations:**

Board Standard

Board Standard

<input type="checkbox"/>	Weeds in beds or lawn	<input checked="" type="checkbox"/>	Fences require prior HOA approval	<input type="checkbox"/>	Requires HOA approval
<input type="checkbox"/>	Turf maintenance (mowing, bare dirt)	<input checked="" type="checkbox"/>	Exterior modifications require HOA approval	<input type="checkbox"/>	Requires HOA approval
<input type="checkbox"/>	Lawn & bed edging (neatness, borders)	<input checked="" type="checkbox"/>	Visible, reported business in home	<input type="checkbox"/>	
<input type="checkbox"/>	Trees & bushes (trimming, dead removal)	<input checked="" type="checkbox"/>	Satellite dishes, antennas	<input type="checkbox"/>	Requires HOA approval
<input type="checkbox"/>	Bare lot maintenance	<input type="checkbox"/>	Visible storage sheds/containers	<input type="checkbox"/>	
<input type="checkbox"/>	Adequate mulch/pine straw in beds	<input checked="" type="checkbox"/>	Signs (political, for sale or rent)	<input type="checkbox"/>	Only "For Sale" or "For Rent" signs allowed
<input type="checkbox"/>	Mold/Mildew on siding (pressure wash)	<input type="checkbox"/>	Porch/patio furniture & grills	<input type="checkbox"/>	
<input type="checkbox"/>	Siding, trim, fixture, fence maint.	<input type="checkbox"/>	Propane tank visible	<input type="checkbox"/>	
<input type="checkbox"/>	Driveway oil stains, cracks, damage	<input type="checkbox"/>	Exterior wires/cables visible	<input type="checkbox"/>	
<input type="checkbox"/>	Mailbox post maint.	<input type="checkbox"/>		<input type="checkbox"/>	

**DAYTIME Parking:**

<input checked="" type="checkbox"/>	No parking in yard/off driveway	<input type="checkbox"/>	Basketball goals	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Boats/boat trailers in drive/carport	<input checked="" type="checkbox"/>	Play items (bicycle & toy storage)	<input type="checkbox"/>	If not in use, should be out of sight
<input type="checkbox"/>	Boat/boat trailers visible in back yard	<input checked="" type="checkbox"/>	Trash can visible on non trash day	<input type="checkbox"/>	Trash can should not be visible except on trash day or day before
<input checked="" type="checkbox"/>	Commercial vehicles & trucks	<input type="checkbox"/>	Yard art and flags visible	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	RV/Camper/Trailer (Box & flatbed)	<input checked="" type="checkbox"/>	Misc. items (hoses, ladders, etc.)	<input type="checkbox"/>	If not in use, should be out of sight
<input checked="" type="checkbox"/>	Street parking (daytime CMG enforced)	<input type="checkbox"/>	Open garage door	<input type="checkbox"/>	
<input type="checkbox"/>	Street parking (night <u>Committee</u> enforced)	<input checked="" type="checkbox"/>	Pet dropping clean up (if responsible party obvious)	<input type="checkbox"/>	
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Window A/C units in home or garage	<input type="checkbox"/>	Not allowed

**Maintenance:**

**ARB/ARC violations:**

		CC&R Section	ARB/ARC violations:	CC&R Section
<input checked="" type="checkbox"/>	Weeds in beds or lawn		<input checked="" type="checkbox"/> Fences require prior HOA approval	Rules and Regs Section 10
<input checked="" type="checkbox"/>	Turf maintenance (mowing, bare dirt)		<input checked="" type="checkbox"/> Exterior modifications require HOA approval	Rules and Regs Section 10
<input checked="" type="checkbox"/>	Lawn & bed edging (neatness, borders)		<input checked="" type="checkbox"/> Visible, reported business in home	Rules and Regs Section 1
<input checked="" type="checkbox"/>	Trees & bushes (trimming, dead removal)		<input checked="" type="checkbox"/> Satellite dishes, antennas	Rules and Regs Section 10
<input checked="" type="checkbox"/>	Bare lot maintenance		<input checked="" type="checkbox"/> Visible storage sheds/containers	
<input checked="" type="checkbox"/>	Adequate mulch/pine straw in beds		<input checked="" type="checkbox"/> Signs (political, for sale or rent)	Rules and Regs Section 9
<input checked="" type="checkbox"/>	Mold/Mildew on siding (pressure wash)		<input checked="" type="checkbox"/> Porch/patio furniture & grills	
<input checked="" type="checkbox"/>	Siding, trim, fixture, fence maint.		<input checked="" type="checkbox"/> Propane tank visible	
<input checked="" type="checkbox"/>	Driveway oil stains, cracks, damage		<input checked="" type="checkbox"/> Exterior wires/cables visible	
<input checked="" type="checkbox"/>	Mailbox post maint.		<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	
<b>DAYTIME Parking:</b>		<b>Visible items requiring Storage &amp; Other Items:</b>		
<input checked="" type="checkbox"/>	No parking in yard/off driveway	Rules and Regs Section 21	<input checked="" type="checkbox"/> Basketball goals	
<input checked="" type="checkbox"/>	Boats/boat trailers in drive/carport	Rules and Regs Section 21	<input checked="" type="checkbox"/> Play items (bicycle & toy storage)	Rules and Regs Section 15
<input checked="" type="checkbox"/>	Boat/boat trailers visible in back yard		<input checked="" type="checkbox"/> Trash can visible on non trash day	Rules and Regs Section 11
<input checked="" type="checkbox"/>	Commercial vehicles & trucks	Rules and Regs Section 21	<input checked="" type="checkbox"/> Yard art and flags visible	
<input checked="" type="checkbox"/>	RV/Camper/Trailer (Box & flatbed)	Rules and Regs Section 21	<input checked="" type="checkbox"/> Misc. items (hoses, ladders, etc.)	Rules and Regs Section 15
<input checked="" type="checkbox"/>	Street parking (daytime CMG enforced)	Rules and Regs Section 21	<input checked="" type="checkbox"/> Open garage door	
<input checked="" type="checkbox"/>	Street parking (night <u>Committee</u> enforced)		<input checked="" type="checkbox"/> Pet dropping clean up (if responsible party obvious)	Rules and Regs Section 8
<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> Window A/C units in home or garage	Rules and Regs Section 17
<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>	

Exceptions to standard enforcement policy and fine system for this HOA:

---



---



---



---

## RIVERS POINT TOWNHOME HOMEOWNER ASSOCIATION VIOLATION ENFORCEMENT POLICY

**WHEREAS**, Rivers Point Townhome Homeowner Association ("Association") has authority pursuant to Article X Section 1 of the Declaration of Rivers Point Townhome ("By-Laws") to determine, in its reasonable discretion, the manner of remedy for violations of the provisions set forth in the Declaration and/or By-Laws;

**WHEREAS**, The Board of Directors of the Association ("Board") finds there is a need to establish procedures for the enforcement of the use restrictions and architectural control provisions of the Declaration and By-Laws and for the elimination of violations found to exist within the Rivers Point Townhome.

**NOW THEREFORE, IT IS RESOLVED** that the following procedures and practices are established for the enforcement of violations of the use restrictions and architectural control provisions of the Declaration and By-Laws of Rivers Point Townhome and for the elimination of violations of such provisions found to exist in, on or about any property within Rivers Point Townhome and the same are to be known as the "Deed Violation Enforcement Policy" of the Association in the discharge of its responsibilities for determination and enforcement of remedies for deed violations within Rivers Point Townhome.

### 1. Establishment of a Violation.

- a. Architectural. NO building shall be erected, placed or altered on any Lot in this subdivision until two (2) sets of building plans, specification 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.(Article VI of the Association's Declarations of Covenants, Conditions, and Restrictions).
- b. Use Restrictions. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the this Declaration. (Article X Section 1 of the Declaration of Covenants, Conditions, and Restriction.).

### 2. Notice of Violation.

- a. Initial Notice. Upon verification of the existence of a violation by the Management staff ("Management") of Rivers Point Townhome, Management will send to the Lot Owner a written notice of the discovery of the Violation ("Initial Notice") the Initial Notice will inform the recipient as follows:
  - (i) The nature, description and location of the Violation; and

- (ii) A request to remedy the Violation; and a potential for a fine on the owner's account if corrective action is not taken within ten (10) days.
  - (iii) Notice that if the Violation has already been corrected or plans and specifications for a subject improvement have been submitted to the ARB to disregard the notice.
- a. Second Courtesy Notice of Violation. If the Lot Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ARB or if the ARB has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than ten (10) days from the Initial Notice, Management shall send to the Lot Owner a Second Notice of Violation informing the recipient as follows:
  - (i) The nature, description and location of the Violation; and
  - (ii) A request to remedy the Violation; and a potential for a fine on the owner's account if corrective action is not taken within ten (10) days.
  - (iii) Notice that if the Violation has already been corrected or plans and specifications for a subject improvement have been submitted to the ARB to disregard the notice
- b. Third Notice of Violation. If the Lot Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the ARB or if the ARB has denied approval of the plans and specifications submitted, and the violation is continuing, no earlier than ten (10) days from the Second Notice, Management shall send to the Lot Owner a Third Notice of Violation informing the recipient as follows:
  - (i) The nature, description and location of the Violation and the failure of the Lot Owner to correct the Violation, as previously requested; and
  - (ii) Notice that a fine of \$25.00 has been assessed to the owner's account; and
  - (iii) Notice that if the Violation is corrected or eliminated within ten (10) days from the delivery of the Third Notice of Violation, no further action will be taken; and
  - (iv) If necessary, work on any Improvement must cease immediately and may not resume without the expressed written approval of the ARB; and
  - (iv) Failure to remedy or cease work on any subject improvement

will result in the Association electing to pursue any one or more of the remedies available to the Association under the Declaration, By-Laws or this Enforcement Policy.

- c. Failure to Remedy. Failure to (i) cease all work immediately upon receipt of the Second Notice of Violation, or (ii) remedy the current violation existing upon the Lot within ten (10) days of the date of the Second Notice of Violation, shall constitute a continuing Violation and result in one or more of the following: (a) a fine being levied by the Association against the Lot Owner, (b) correction of the offending Improvement by the Association at the expense of the Lot Owner through a Benefited Assessment being levied against the Lot Owner, which may be recorded as a lien against the Lot or (c) any other remedy under law or at equity, the Declaration or this Enforcement Policy, including but not limited to injunctive relief. Management shall send to the Lot Owner a formal Notice of Decision informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Decision shall be the "Notice of Decision Date."
  - d. Fine Structure. Any fine imposed pursuant to the provisions of Paragraph 2 shall be imposed at double the latest fine, beginning to accrue no earlier than thirty (30) days following the Notice of Decision Date.
  - e. Written Appeal. Included in the Notice of Decision will be the opportunity for the Lot Owner to make a written appeal to the Board. The Notice of Decision will allow the Lot Owner ten (10) days to contact Management, in writing. Should the Lot Owner fail to contact Management within ten (10) days of the Notice of Decision Date, that party will have waived its opportunity for said written appeal.
3. Corrective Action. Where a Violation is determined to exist and referred to the Board of Directors of the Association, pursuant to any provision of this Enforcement Policy, Management, with the approval of the majority of the Board of the Association, may undertake to cause the Violation to be corrected, removed or otherwise abated by qualified contractors if Management, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where management decides to initiate any action by qualified contractors, the following will apply:
- a. Management must give the Lot Owner and any third party directly affected by the proposed action prior written notice of undertaking of the action. The forgoing notice may be given at any time.
  - b. Cost incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Lot Owner as an Assessment as set forth in the Declaration.
  - c. The Association, and its agents and contractors will not be liable to the Lot Owner or any third party for any damages or costs alleged to arise by virtue of action taken under this Paragraph 3 where the Association

and its agents have acted reasonably and in conformity with this Enforcement Policy.

4. **Referral to Legal Counsel.** Where a Violation is determined to exist and is referred to the Board of Directors of the Association pursuant to any of the provisions of this Enforcement Policy and where Management deems it to be in the best interests of the Association, The Board may, at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Lot Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.
5. **Notices.**
  - a. Any notice required by this Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following.
    - (i) When the notice is delivered by telecopy, the notice is deemed delivered when the sender receives a facsimile acknowledgment acknowledging delivery of telecopy.
    - (ii) When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association.
  - b. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where Owner has otherwise acted so as to put the Association on notice that its interests in a Lot has been and is being handled by a representative or agent, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.
6. **Cure of Violation During Enforcement.** A lot Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by Management that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist and the Notice of Violation voided. The Lot Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand thereof by Management, will be referred to the Association for collection as an assessment pursuant to the Declaration.

IT IS FURTHER RESOLVED THAT this Violation Enforcement Policy replaces and supersedes in all respects all prior resolutions with respect to enforcement of the Community Documents by Rivers Point Townhome and is effective upon adoption hereof, to remain in force and effect until revoked, modified, or amended.

Zerrek Hammat  
President  
ZERREK HAMMAT  
Talari Vanzura MS  
Secretary

ODH  
Vice President  
Michelle Peters  
Treasurer Michelle Peters

This is to certify that the foregoing resolution was adopted by the Board of Directors as of \_\_\_\_\_, 2019 and has not been modified, rescinded, or revoked.

January 23, 2019  
Date

Talari Vanzura MS  
Secretary  
Talari Vanzura

## EXHIBIT "A"

## BY-LAWS OF RIVERS POINT HOMEOWNERS ASSOCIATION, INC.

1. INTRODUCTION

These are the By-Laws of Rivers Point Homeowners Association, Inc., an eleemosynary corporation organized and existing under the laws of the State of South Carolina (hereinafter called "the Association"), which has been organized for the purpose of administering Rivers Point Subdivision (the "Subdivision"), a planned unit development or subdivision. The Subdivision is identified by the name Rivers Point and is located on James Island in the City of Charleston, Charleston County, South Carolina, and is subject to The Declaration of Covenants, Conditions and Restrictions (the "Declaration") dated February 1, 1974 and recorded in the RMC Office for Charleston County in Book T103 at page 260.

1.1 The provisions of these By-Laws are applicable to any and all land subject to the Declaration, and the terms and provisions of these By-Laws are expressly subject to the effect of the terms, provisions, conditions, and authorizations contained in the Declaration. The terms and provisions of the Declaration shall be controlling wherever and whenever, if ever, they are or may be in conflict with these By-Laws.

1.2 All present or future co-Owners, tenants, future tenants, or their employees, invitees, licensees, or any other person that might use the lands of the Subdivision, or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in the Declaration, as either, or both, may be amended or supplemented from time to time.

1.3 The fiscal year of the Association shall begin on January 1 and end on December 31 of each year, unless changed by the Board of Directors of the Association as herein provided.

1.4 The seal of the Association shall bear the name of the Association and the words "South Carolina".

1.5 There shall be no dividends or profits paid to any members nor shall any part of the income of the Association be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses. The Association shall not pay compensation to its members, directors or officers for services rendered. At any one time, the Board may retain one (1) management firm and one (1) management firm only, and may contract with said firm to provide management for the Association, to include, but not be limited to, the following services:

1. Financial services;
2. Administrative and clerical services; and
3. Maintenance, to include providing of goods, materials, labor and equipment, personnel supervision, contract labor, landscaping, and security.

Upon final dissolution of and liquidation, the Association may make distribution to its members as is permitted by law or any Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Association shall issue no shares of stock of any kind or nature whatsoever. Membership in the Association and the transfer of that membership as well as the number of members/votes shall be in accordance with the terms and conditions of the Declaration and the By-Laws of the Association, and the voting rights of the Owners shall be as set forth in the Declaration and/or these By-Laws of the Association.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 All persons who are Owners, as defined in the Declaration, shall be members of the Association, provided, however, that no non-Owner, tenant, sub-lessee, or assign shall be a member, nor have voting rights in this Association. The rights and privileges of membership, including the right to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one (1) vote be cast or more than one (1) office held for each Lot.

Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership/vote per Lot. Any membership shall automatically terminate when an Owner is no longer seized and vested with title to any real property within the Subdivision, and membership and/or voting rights in the Association shall be limited to such Owners.

2.2 The quorum at members meetings shall consist of persons entitled to cast one-fourth (1/4) of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes, thereof shall constitute the presence of such person for the purpose of determining a quorum.

2.3 The vote of the Owners of a Lot owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate or appropriate resolution signed by all of the Owners of the Lot and filed with the Secretary of the Association, and such certificate or resolution shall be valid until revoked by subsequent certificate or resolution. If such a certificate is not on file, the vote of such Owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

2.4 Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of the meeting for which their use is sought.

2.5 Approval or disapproval of an Owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who casts the vote of such Owner if in an

Association meeting.

2.6 Except where otherwise required under the provisions of the Certificate of Incorporation of the Association, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Owners holding at least a majority of the total votes cast at a meeting at which a quorum is present, shall be binding upon the members.

### 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

3.1 The annual members meeting shall be held at such place as may be designated by the Board of Directors, and at such time as shall be designated by the Board of Directors, for the purpose of transacting any business authorized to be transacted by the members.

3.2 Special members meetings shall be held whenever called by the President or Vice President, by a majority of the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all votes of the Class A membership, and must be called by such officers upon receipt of a written request from the members of the Association owning a majority of the outstanding votes.

3.3 Notice of all members meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association, or other officers of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him or her. If mailed, such notice shall be deemed properly given when deposited in the United States mail addressed to the member at his or her post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.4 At meetings of membership, the President shall preside or, in the absence of the President, the membership may select a chairman in the event that the Board does not designate an acting President or presiding officer for any such meeting.

3.5 The order of business at annual members meetings, and, as far as practical, at any other members meeting, shall be:

- (i) Calling of the roll and certifying proxies
- (ii) Proof of notice of meeting or waiver of notice

- (iii) Reading of minutes
- (iv) Reports of officers
- (v) Reports of committees
- (vi) Unfinished business
- (vii) New business
- (viii) Adjournment.

#### 4. BOARD OF DIRECTORS

4.1. Number. The affairs of the Association shall be managed by a Board of no less than three (3) directors nor more than five (5) directors, all of whom must be members of the Association.

4.2. Term of Office. The directors shall hold office for a term of two (2) years and shall be so elected that the terms of a bare majority, if there is an odd number of directors, or one-half of the directors, if there is an even number of directors, will expire in the odd years and the remainder in the even years. Directors shall hold office until their successors have been elected and have qualified.

4.3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

##### 4.3.5 Standards of Conduct.

(a) A director shall discharge his duties as a director in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director reasonably believes to be in the best interests of the Association.

(b) A conflict of interest transaction is a transaction with the Association in which a director of the Association has a direct or indirect interest. A conflict of interest transaction is not voidable or the basis for imposing liability on the director if the transaction was fair to the Association at the time it was entered into or is approved in accordance with subsection (c), below.

(c) A transaction in which a director has a conflict of interest may be approved if (i) the material facts of the transaction and the director's interest were disclosed or known to the board of directors and the board authorized, approved or ratified the transaction, or (ii) the material facts of the transaction and the director's interest were disclosed or known to the members and they authorized, approved or ratified the transaction.

4.4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the

performance of his duties.

4.5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting of the directors which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### Nomination and Election of Directors

4.6. Nominations. Nominations for election to the Board of Directors shall be made from the floor at the annual meeting, or by a nominating committee appointed by the Board of Directors. Such nominations may be made by a member only. Nominees shall be members.

4.7. Election. Election to the Board of Directors shall be by written ballot. At such election the members may cast their votes in person or by proxy. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### Meeting of Directors

4.8. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

4.9. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director mailed or presented personally to such director within such time.

4.10. Quorum. Regardless of the actual number of directors in office and serving on the Board, a quorum of the Board of Directors shall consist of three (3) or more directors.

#### Powers and Duties of the Board of Directors

4.11. Powers. The Board of Directors shall manage and direct the affairs of the Association and may exercise all of the powers of the Association subject only to approval by the Owners when such approval is specifically required by these ByLaws. The Board of Directors shall exercise such duties and responsibilities as shall be incumbent upon it by law, the Declaration or these By-Laws, or as it may deem necessary or appropriate in the exercise of its powers and shall include, without limiting the generality of the foregoing, the following:

(a) To prepare and adopt a budget, make, levy and collect Assessments against members and members' Lots to defray the cost of the Common Areas and facilities of the Subdivision, and to use the proceeds of said Assessments in the exercise of the powers and duties granted unto the

Association;

(b) To carry out the maintenance, care, upkeep, repair, replacement, operation, surveillance and the management of the Common Areas, services and facilities of the Subdivision wherever the same is required, under the Declaration, to be done and accomplished by the Association for the benefit of its members;

(c) To carry out the reconstruction of improvements after casualty and the further improvement of the property, real and personal;

(d) To make and amend regulations governing the use of the property, real and personal, in the Subdivision so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration;

(e) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Lots in the Subdivision, as may be necessary or convenient in the operation and management of the Association, except those which may be required by the Declaration to have approval of the membership of the Association;

(f) To enforce by legal means the provisions of the Certificate of Incorporation and By-Laws of the Association, the Declaration and the regulations hereinafter promulgated governing use of the property in the Subdivision;

(g) To pay all taxes and assessments which are liens against any part of the Subdivision other than Lots and the appurtenances thereto, and to assess the same against the members and their respective Lots subject to such liens;

(h) To carry insurance for the protection of the Subdivision, the members of the Association, and the Association against casualty, liability and other risks;

(i) To pay all costs of power, water, sewer and other utility services rendered to the Association and not billed to the Owners of the separate Lots;

(j) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association as well as to dismiss said personnel;

(k) To adopt and publish rules and regulations governing the use of the Common Areas and facilities of the Association, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(l) To suspend the voting rights and right to use of the Common Areas and facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period

not to exceed sixty (60) days for infraction of published rules and regulations;

(m) To exercise for the Association all powers, duties and authority vested in or delegated to this Association by the Declaration and not reserved to the membership by other provisions of these By-Laws, or the Certificate of Incorporation;

(n) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(o) To employ a manager, a managing agent, an independent contractor, or such other employees or agents as they deem necessary, and to prescribe their duties; and

(p) To insure against fire and other casualty those portions of the Lots in the Subdivision which the Board is responsible for maintaining, repairing and replacing pursuant to Article VII of the Declaration.

4.12. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) Establish a fiscal year;

(d) Establish the annual assessment period and fix the amount of the annual assessment against each member for each Lot owned, at least thirty (30) days in advance of each annual assessment;

(e) Establish the initial deposit to be made by each member in order to bring his total assessment deposit to the level required to meet his proportional share of the Common Expense

(f) Send written notice of each assessment to every Lot Owner, at least thirty (30) days in advance of each annual assessment period, and levy all such assessments as liens;

(g) Collect all such assessments at monthly or other regular intervals as may be determined at its discretion;

(h) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(i) Issue, or to cause an appropriate officer to issue, upon demand by any person, a Certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(j) Procure and maintain liability and fire and other hazard insurance on property owned by the Association;

(k) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(l) Cause all of the facilities to be maintained;

(m) Have a management agent for any of the above;

(n) Procure and maintain officers and directors liability insurance as it may deem appropriate; and

(o) Provide exterior maintenance upon each Lot pursuant to Article VII of the Declaration.

4.13. Meeting Location. Notwithstanding anything contained in these By-Laws to the contrary any meeting of members of directors may be held at any place within or without the State of South Carolina.

4.14. Indemnity. The Association shall indemnify every director and every officer, their heirs, executors and administrators, against all loss, damages, costs or expenses of any type reasonably incurred by him in connection with any action, suit, or proceeding to which he is made a party by reason of his being or having been a director or officer of the Association, except as to such matters wherein he shall be finally adjudged liable of gross negligence or willful misconduct. The Board may obtain for the Association directors and officers liability insurance coverage in such amounts as the Board deems necessary and appropriate.

## 5. OFFICERS

5.1 The executive officers of the Association shall be the President and Secretary, who shall be Directors; a vice President; and a Treasurer, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. The President shall have all the powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as the President may in the President's discretion determine appropriate, to assist in the

conduct of the affairs of the Association.

5.3 Any Vice President, unless the majority may select a presiding officer, shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

## 6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth both in these By-Laws and in the Declaration shall be supplemented and complemented by the following provisions:

6.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot. Such an account shall designate the name and address of the Owners(s) or Ownership/control entity, the amount of each assessment, the dates and amount in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

6.2 The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to, the following items:

- (a) **Common Expense budget**, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, repair and/or replacement of: (i) all buildings and other improvements located within the Association's Common Areas; (ii) all roads (not dedicated to the public), walks, trails, lagoons, ponds, parking lots, landscaped areas/natural areas and other improvements situated within the Common Areas or within easements encumbering Lots; (iii) such security systems, utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the service district, public or private utility or other person; and (iv) all lawns, trees, shrubs, hedges, grass and other landscaping situated within the

Subdivision as it may be constituted from time to time; and (v) those portions of the Lots which the Board is required to maintain, repair and replace pursuant to Article VII of the Declaration; and

(b) **Proposed Assessments** against each member. Copies of the proposed budget and proposed Assessments shall be transmitted to each member at least sixty (60) days prior to the first day of the fiscal year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy an additional Assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

6.3 The Board of Directors shall determine the method of payment of such Assessments and the due dates thereof and shall notify the members.

6.4 The depository of the Association shall be such bank or banks as shall be designed from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.5 A review of the accounts of the Association shall be made annually by a Certified Public Accountant (CPA) and a copy of the report shall be furnished to each member not later than ninety (90) days after the last day of the fiscal year for which the report is made.

6.6 Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least one-half (1/2) the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

## 7. PHYSICAL MANAGEMENT

7.1 Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair and have jurisdiction over the standards of exterior maintenance over all portions of the Common Areas and all Lots, which responsibility shall include the maintenance, repair and/or replacement of: (i) all buildings and improvements located within the Association's Common Areas; (ii) all roads, walks, trails, lagoons, ponds, parking lots, landscaped areas, natural areas and other improvements situated within the Common Areas or within easements

encumbering Lots or Multi-Family Areas; (iii) such security systems and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility or other person; (iv) all lawns, trees, shrubs, hedges, grass and other landscaping situated within the Subdivision as it may be constituted from time to time; and those portions of the Lots which the Association is required to maintain, repair and replace pursuant to Article VII of the Declaration.

7.2 No diminution or abatement of Assessments or charges shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under the Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments and charges being a separate and independent covenant on the part of each Owner.

7.3 In the event that the Board of Directors determines that: (i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder, or under the Declaration; or (ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests or invites, and is not covered or paid for by insurance in whole or in part, then in either event, the Association, except in the event of an emergency situation, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repairs or replacement, at the sole cost and expense of such Owner. Except in the event of emergency situations, such Owner shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or if replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost shall be added to and become a part of the Assessment to which such Owner and his Lot are subject and shall become a lien against such Lot.

7.4 No member shall construct any permanent or temporary structures, or other improvements (including additions to existing units or structures), on the Common Areas or store any item or thing on the Common Areas without the prior written approval of the Board of Directors. The Board of Directors shall be free to impose any conditions (including rules regarding maintenance) on the member's right to construct or erect the requested structure or improvement, or store the particular item or thing, and the member and all future owners of the member's Lot shall be bound thereby. Once a request is approved, the requesting member shall execute a document for recording at the Charleston County RMC Office, which document will evidence the Board's approval of the request and the member's obligations with respect to the maintenance of the added structure or improvement (if any) as well as any other special conditions set forth by the Board in connection therewith.

8. PARLIAMENTARY RULES

Roberts Rules of order (latest edition) shall govern the conduct of the Association's proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the statutes of the State of South Carolina.

9. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

9.1 Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon vote of the majority of the directors, or by members of the Association owning a majority of the total value of the property in the Subdivision, whether meeting as members or by instrument in writing signed by them.

9.2 Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members if required as herein set forth.

9.3 In order for such amendment or amendments to become effective, the same must be approved by a vote of the members holding at least a majority of the total votes at a meeting at which a quorum is present. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President or Secretary of the Association, and a copy thereof shall be recorded in the Register of Mesne Conveyances of Charleston County, South Carolina, within thirty (30) days from the date on which any amendment or amendments have been affirmatively approved by the directors and members.

9.4 At any meeting held to consider such amendment or amendments to the By-laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

10. INSURANCE AND CASUALTY LOSSES

10.1 The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems

appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief. Those Owners who are required by law to maintain flood insurance on their Lot (and the improvements situated thereon) shall procure and maintain flood insurance at their own expense and shall provide to the Board evidence of such insurance within thirty (30) days of each policy renewal.

10.2 The Board or its duly authorized agents shall have the authority and may obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers, or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.

10.3 The Board or its duly authorized agents shall have the authority and may obtain: (i) worker's compensation insurance to the extent necessary to comply with any applicable law; and (ii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

10.4 The Board or its duly authorized agents shall have the authority and may obtain adequate property insurance, to protect against loss by fire or other casualty, those portions of the Lots which the Association is required to maintain, repair and replace pursuant to Article VII of the Declaration.

10.5 All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association (with the exception of those policies obtained pursuant to Section 10.4, above) and hereafter in force with respect to the Subdivision shall be vested in the Board of Directors; provided, however, that no Mortgagee or other security holder of the Common Areas having any interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. The Association and the affected Lot Owner shall share authority to adjust losses under policies obtained pursuant to Section 10.4, above.

#### Damage to or Destruction of Common Areas

10.6 Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote of the members of the Association, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of

repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association.

11. CONDEMNATION OF COMMON AREAS

11.1 Whenever all or any part of the Common Areas of the Subdivision shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting with the approval by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose, the award of proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five (75%) percent of the total votes of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefor, in accordance with the plans approved by the Board of Directors and the Architectural Review Board. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Paragraph 12.4 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

b) If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are not funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds or net funds shall be retained by and for the benefit of the Association.

c) If the taking or sale in lieu thereof includes all or any part of a Lot and includes any part of the Common Areas, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners so

affected so as to give just compensation to the Owners of any Lot; provided, however, such apportionment may instead be resolved by the agreement of: (i) the Board of Directors; and (ii) the Owners of all Lots wholly or partially taken or sold, together with the Mortgagees for such Lot.

## 12. ASSESSMENTS

12.1 Purpose of Assessments. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Subdivision, and maintaining the Subdivision and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.

12.2 Creation of Lien and Personal Obligation of Assessments. Each Owner of a Lot by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) annual Assessments, such Assessments to be established and collected as provided in the Declaration and in paragraph 12.3 hereof; (b) special assessments, such assessments to be established and collected as provided in the Declaration and in Paragraph 12.4 hereof; and (c) individual or specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including but not limited to fines as may be imposed against such Lot in accordance with the provisions of these By-Laws and any Rules and Regulations promulgated by the Board of Directors. Any such Assessments, together with late charges, court costs and reasonable attorneys' fees incurred to enforce or collect such Assessments, shall be an equitable charge and a continuing lien upon the Lot, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments coming due while he is the Owner of a Lot, and his grantee shall take title to such Lot subject to the equitable charge and continuing lien therefor, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefor; provided, however, the lien for unpaid assessments shall not apply to the holder of any first priority institutional Mortgage which takes title to a Lot through foreclosure, or to any purchaser of such Lot at such foreclosure sale until title vests in such mortgagee or purchaser, at which time charges for assessments apply as to any other Owner. In the event of co-Ownership of any Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of such assessments. Assessments shall be paid in such manner provided by the Board.

12.3 Computation of Annual Assessments. It shall be the duty of the Board at least ninety (90) days prior to the commencement of the Association's fiscal year to prepare and adopt a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution to a reserve account, if necessary for the capital needs of the Association. The total annual assessments shall be divided among the Lots equally, except as provided in the Declaration, so that each Lot shall be subject to equal annual assessments. In the event the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessment in effect for the then current year shall be increased by five (5%) percent, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the

Association for the approval of a special assessment as provided in Paragraph 12.4 hereof. The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

- a) Management fees and expenses of administration including legal and account fees;
- b) Utility charges for utilities serving the Common Areas and charges for other common services for the Subdivision, including trash collection and security services, if any such services or charges are provided or paid by the Association;
- c) The cost of any policies of insurance purchased for the benefit of all Owners and the Association as required or permitted by the Declaration, including fire, flood and other hazard coverage, public liability coverage and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Owners;
- d) The expenses of maintenance, operation, repair and replacement of those portions of the Common Areas which are the responsibility of the Association under the provisions of the Declaration;
- e) The expenses of maintenance, operation, repair and replacement of other amenities and facilities serving the Subdivision, the maintenance, operation, repair and replacement of which the Board from time to time determines to be in the best interest of the Association;
- f) The expenses of maintenance, repair and replacement of those portions of the Lots for which the Association is responsible pursuant to Article VII of the Declaration;
- g) The expenses of the Architectural Review Board which are not defrayed by plan review charges;
- h) Ad valorem real and personal property taxes assessed and levied against the Common Areas;
- i) Such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including without limitation taxes and governmental charges not separately assessed against Lots or multi-Family Areas; and
- j) The establishment and maintenance of a reasonable reserve fund or funds (a) for maintenance, repair and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be maintained, repaired or replaced on a periodic basis, (b) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (c) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as

well as from emergency expenditures and other matters authorized from time to time by the Board of Directors.

12.4 Special Assessments. In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided, however, that any such special 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. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be prorated among the Lots as provided with respect to annual assessments.

12.5 Individual Assessments. Any expenses of the Association occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specially assessed against such Owners and their respective Lots. The individual assessments provided for in this Paragraph 12.5 shall be levied by the Board of Directors and the amount and due date of such assessment so levied by the Board shall be as specified by the Board.

12.6 Liens. All sums assessed against any Lot pursuant to the Declaration, together with court costs, reasonable attorneys' fees, and late charges as provided herein, shall be secured by an equitable charge and continuing lien on such Lot in favor of the Association. Such liens shall be superior to all other liens and encumbrances on such Lot except only for: (i) liens of ad valorem taxes; and (ii) liens for all sums unpaid on a first priority institutional mortgage. Notwithstanding the foregoing to the contrary, the subordination of assessments to the lien of such mortgages shall only apply to such assessments which have become due and payable prior to a foreclosure. All other person(s) acquiring liens or encumbrances on any Lot after the Declaration shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens and encumbrances.

12.7 Effect of Nonpayment; Remedies of the Association. Any Assessments of an Owner or any portions thereof which are not paid when due shall be delinquent. The continuing lien and equitable charge of such Assessment shall include all costs of collection (including reasonable attorneys, fees and court costs) and any other amounts provided or permitted hereunder or by law. In the event that the Assessment remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The Association shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner shall remain

personally liable for Assessments, and late charges which accrue prior to a sale, transfer or other conveyance of his Lot.

In the event that any Lot is to be sold at the time when payment of any Assessment against the Owner of such Lot to the Association shall be in default (whether or not a claim of lien has been recorded by the Association) then the proceeds of such purchase shall, after payment of those sums given priority by S.C. Code Ann. Section 27-31-200 (1976) (whether or not such Lot is a condominium apartment) be applied by the purchaser first to payment of any then delinquent Assessment or installment thereof due to the Association, or installment thereof due to the Association before the payment of any proceeds of purchase to the Owner who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of any Lot (other than deed in lieu of foreclosure as set forth above), the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sums then remaining owed to it.

12.8 Certificate. The Treasurer, any Assistant Treasurer or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board of Directors, furnish to any Owner or such Owners' mortgagee which requests the same, a certificate in writing signed by the said Treasurer, Assistant Treasurer or manager of the Association setting forth whether the Assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, late charges and other penalty charges. Such certificate shall be conclusive evidence against all but such Owner of payment of any Assessments stated therein to have been paid.

### 13. RULE MAKING

13.1 Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots and the Common Areas and facilities located thereon, including without limitation the Recreational Amenities. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which shall govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides and other chemicals. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulation be specifically overruled, canceled or modified

by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners.

13.2 Authority and Enforcement. Subject to the provisions hereof, upon the violation of the Declaration, the By-Laws or any rules and regulations duly adopted hereunder, including without limitation the failure to timely pay any assessments, the Board shall have the power: (i) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot, the Owners, occupants or guests of which are guilty of such violation; (ii) to suspend an Owner's right to vote in the Association; or (iii) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-Owners of such Owner and their respective families, guests and tenants) to use any of the Recreational Amenities, and the Board shall have the power to impose all or any combination of these sanctions. An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests or tenants or by his Owners or the family, guests or tenants of his Owners or the family, guests or tenants of his Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

13.3 Procedure. Except with respect to the failure to pay assessments, the Board shall not impose a fine, suspend voting rights or infringe upon or suspend any other rights of an Owner or other occupant of the Subdivision for violations of the Declaration, By-Laws or any rules and regulations for the Association, unless and until the following procedure is followed:

a) written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying the alleged violation; the action required to abate the violation; and a time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the By-Laws or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

b) within two (2) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and (iv) the proposed sanction to be imposed.

c) the hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or other individual who delivered such notice. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the

results of the hearing and the sanction imposed, if any.

13.4 Enforcement. Each Owner shall comply strictly with the By-Laws and the published rules and regulations of the Association adopted pursuant to the Declaration, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in the Declaration and in the deed or other instrument of conveyance to his Lot, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the Recreational Amenities, or for instituting an action to recover sums due, for damages and/or for injunctive relief, such actions to be maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved Owner. Should the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the violating Owner. Inasmuch as the enforcement of the provisions of the Declaration, the By-Laws and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No delay, failure or omission on the part of the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person under the provisions of the Declaration, the By-Laws or any rules and regulations of the Association, however long continued.

#### 14. DEFINITIONS

All terms defined in the Declaration shall have the same meaning in these By-Laws as in the Declaration.

#### 15. CONFLICTS

In the event of any conflict between the provisions of the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and the provisions of these By-Laws, the provisions of the Declaration shall control.