

12-30-8
REVNA/S
STATE OF SOUTH CAROLINA :

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the lot owners in the subdivision known as RIVERS POINT, which subdivision is more fully represented and delineated on a plat made by C. Roger Jennings, Reg. L. S., dated June, 1979, and recorded in the R.M.C. Office for Charleston County in Plat Book AN, page 79, and on a plat made by C. Roger Jennings, Reg. L. S., dated May, 1980, and recorded in the said R.M.C. Office in Plat Book AQ, page 31, and on a plat made by C. Roger Jennings, Reg. L. S., dated November, 1979, and recorded in the said R.M.C. Office in Plat Book AQ, page 32, do hereby covenant and agree on behalf of its successors, heirs and assigns, as applicable with each other and with all persons who shall hereafter purchase lots in the said subdivision as follows: that the restrictive covenants covering said subdivision dated October 24, 1979, and recorded in the said R.M.C. Office in Book T120, page 135 and page 136, shall be null and void and the following substituted therefor.

12-30-92
12-30-97
1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots agreeing to a change of said covenants in whole or in part has been recorded.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Violations of any of these restrictions will not result in reversion.

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

4. All lots shown on the above referred plats, except Lots Nos. 1 through 12, Block A, Lots Nos. 19 through 23, Block A, and Lot No. 1, Block B, are known and designated as residential lots and no structure shall be erected thereon other than one detached single family dwelling not to exceed three stories in height or the equivalent. Lots Nos. 1 through 12, Block A, Lots Nos. 19

through 23, Block A, and Lot No. 1, Block B, are to be known and designated as multiple family lots and no structure shall be erected on any of the said lots exceeding one four-family dwelling not to exceed three stories in height or the equivalent.

5. No trailer, tent, shack, garage or other outbuilding erected in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used for residential purposes on any of the lots in this subdivision. No trailer may be parked or shack erected for construction purposes on any lot in this subdivision.

6. No portion of any building shall be erected nearer than thirty-five (35') feet to any front line bounding on a street, nor nearer than thirty-five (35') feet to any back line bounding on a street, nor nearer than twelve (12') feet to the South or West side line or six (6') feet to the North or East side line. On corner lots, the determination as to which portion of the lot is the front lot line shall be determined by the Architectural Committee; however, if any owner shall elect to use two or more lots for one building, the boundary line between the lots so used shall be regarded as non-existing for the purpose of determining the setback of the structure. The setback provisions herein prescribed may be altered by the Architectural Committee whenever in their judgment the topography or configuration of any lot renders the setback provisions as herein prescribed unreasonable or imposing undue restrictions on that lot or the owners thereof.

7. With respect to the multiple family lots hereinabove referred to until a four-family dwelling has been commenced to be erected on any lot, any lot or lots can be resubdivided so as to allow townhouses to be erected thereon, which said resubdivision shall be approved by the Architectural Committee hereinafter named.

8. No building erected on any lot shown on said plats, except the multiple family lots, shall contain less than seventeen hundred (1700) square feet, excluding a garage or carport and no residence of one and one-half stories or two story houses erected shall have less than two thousand (2000) square feet, excluding garages or carports. Said square foot area shall include a completed room over the garage. Any townhouse erected on the multiple family lots shall contain not less than nine hundred (900) square feet; any duplex erected on the multiple family lots shall contain not less than eighteen hundred (1800) square feet, any triplex erected on the multiple family

BK 131PG001

single family

*900 per family
unit*

lots shall contain not less than twenty-seven hundred (2700) square feet, and any quadraplex erected on the multiple family lots shall contain not less than thirty-six hundred (3600) square feet.

9. No fence shall be erected closing the front portion of any lot beyond the front of the dwelling and any fence on the rear portion of the lot shall not be over four and one-half (4½) feet in height.

10. All driveways shall be paved and tied into paving at the street. No coping shall be higher than the paving tied into the street.

11. Easements for installation and maintenance of the utilities and the drainage facilities are reserved as shown on plats hereinabove referred to.

12. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and specifically including, but not limited to, the following:

- (a) - No school bus shall be parked in this subdivision.
- (b) - Unsightly accumulation of trash or refuse on any lot is prohibited.
- (c) - No chickens, cows or horses may be kept in the subdivision.
- (d) - Pets must be kept quiet. No dangerous dogs will be permitted unless chained.
- (e) - No house trailer or trucks larger than a 3/4 ton pickup may be kept permanently or temporarily in the subdivision.
- (f) - No wash may be hung out to dry, or to air, in the portion of any lot facing the street.
- (g) - No exposed fuel, gas or oil containers shall be permitted on any lot.
- (h) - No gas outboard motors shall be permitted to operate in lakes.

13. The only signs to be permitted are those reading "For Sale" or "For Rent" or appropriate signs of the building contractor during the period of construction or appropriate signs of any real estate dealer who may handle the property; however, in no event shall any sign exceed six (6') square feet in area.

14. The exterior of any building shall be of solid brick, brick veneer, B-grade siding or better, or other building materials considered first quality by the trade and approved by the Architectural Committee.

OK A131PG001
OK A131PG001

15. No structure of any kind shall be erected, placed or altered on any building lot in this subdivision until the plans, specifications and location for same have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision by the majority of the Architectural Committee. The Architectural Committee shall be appointed by Rivers Point Co. until seventy-five (75%) per cent of the lots have been sold, after which said Architectural Committee, comprising three (3) members, shall be elected by the then owners of the lots in the subdivision evidenced by the recordation of same in the R.M.C. Office for Charleston County. At a meeting of owners to appoint the Architectural Committee, the owner or owners of each lot as shown on the plats hereinabove referred to, shall be entitled to one vote for each lot owned and a decision shall be by a majority of the votes of the owners present and voting at the meeting. In case there is more than one owner of a lot present at a meeting, said joint owners shall, by majority of the joint owners of each particular lot jointly owned, appoint one person to vote for that particular jointly owned lot. In case of a vacancy on the Architectural Committee, a meeting of owners shall be called. The owners and Architectural Committee may pass rules from time to time governing their meetings. In the event the said Committee fails to approve or disapprove such plans, specifications and location within thirty (30) days after said plans, specifications and location have been submitted to it, such approval will be deemed to have been granted. The members of such Committee shall cease on and after twenty-five (25) years from date hereof and thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the said Committee. In the event that any property owner shall feel aggrieved by the refusal of this Committee to grant the approval specified herein, then such property owner shall have the right to appeal to the property owners in the subdivision. By an appropriate written instrument, two-thirds (2/3) of said property owners may overrule the decision

OK
A131PG001

12-30-2007

appeal

of the said Architectural Committee, and then the said aggrieved property owner may proceed as if the approval of said Committee had been granted in the first instance. A purchaser shall accept any written approval purporting to be signed by a majority of the Architectural Committee without further inquiry.

16. These restrictions may be modified by written instrument signed by the owners of two-thirds (2/3) of the lots and recorded in the R.M.C. Office for Charleston County.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 30th day of December, 1982.

IN THE PRESENCE OF:

Eileen F Ford
Romea Wadden
(as to Rivers Point Co.)

Eileen F Ford
Romea Wadden
(as to Ford Brothers)

Eileen F Ford
Romea Wadden
(as to Kinney)

Eileen F Ford
Romea Wadden
(as to RAS)

(as to Lionel Frost)

Peggy H Baker
Peggy H Baker
(as to D. C. and Caliope M. Liollo)

(as to Vermal W. Pettigrew and Inez Pettigrew)

Eileen F Ford
Romea Wadden
(as to David L. and Linda Bishop)

RIVERS POINT CO., a Limited Partnership
By William J Ford
William J. Ford, General Partner

FORD BROTHERS CONSTRUCTION COMPANY, INC.
By William J Ford
William J. Ford, President
By William J Ford Jr
William J. Ford, Jr Secretary

KINNEY AND ASSOCIATES
By Robert K Kinney
Partner

RAS, a Partnership
By John L Ripley
John L. Ripley, Managing Partner

Lionel Frost (LS)

D. C. Liollo (LS)

Caliope M. Liollo (LS)
Caliope M. Liollo

Vermal W. Pettigrew (LS)

Inez Pettigrew (LS)

David L. Bishop (LS)
David L. Bishop

Linda Bishop (LS)
Linda Bishop