

CYNTHIA B FORTE  
BERKELEY COUNTY  
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

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Instrument #:	2020015253		
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\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

Recording Fee: \$25.00  
Tax Charge: \$0.00



*Cynthia B. Forte*

Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )  
**FOURTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
RIVER REACH POINTE**

This Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for River Reach Pointe ("Covenants") is made and entered into as of the 14<sup>th</sup> day of April, 2020 in order to evidence amendment of the Covenants.

**BACKGROUND**

A. "Declaration of Covenants, Conditions, Restrictions and Easements for River Reach Pointe" was recorded in the Register of Deeds office for Berkeley County, South Carolina on March 29, 2005 in Book 4600 at Page 300.

B. "First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for River Reach Pointe" was recorded in the Register of Deeds office for Berkeley County, South Carolina on February 22, 2006 in Book 5382 at Page 215.

C. "Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for River Reach Pointe" was recorded in the Register of Deeds office for Berkeley County, South Carolina on July 20, 2006 in Book 5800 at Page 001.

D. "Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for River Reach Pointe" was recorded in the Register of Deeds office for Berkeley County, South Carolina on August 8, 2016 in Book 2243 at Page 411.

E. Article X, Section 3(b) of the Covenants addresses the process for amending same, and states in relevant part as follows: "[these Covenants] may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners, representing at least 67% of the total Class 'A' votes the Association, and the consent of the Declarant, so long as Declarant has an option to subject additional property to Declaration pursuant to Article Section 5."

F. This Fourth Amendment has been approved as more fully set forth below by an affirmative vote or written consent, or a combination hereof, of at least 67% of the Class A Owners of property subject to the Covenants, as evidenced by the signature of each Class A Owner attached hereto.

**[AMENDMENT CONTINUES ON FOLLOWING PAGE]**

### AMENDMENT

This Fourth Amendment amends the Covenants ARTICLE IV, SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. The existing Section 8 shall be replaced in its entirety with the following language:

\* \* \* \*

SECTION 8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall become delinquent and shall be subject to a late payment penalty of Ten Dollars (\$10.00), and in addition thereto, shall bear interest from the due date at the rate of twelve percent (12%) per annum, or the highest rate allowed by law, whichever is lower. As discussed in Section 1 of Article IV, the annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessments, together with interest, costs, and reasonable attorney's fees, shall also be the joint and several obligation of each Owner of such property at the time when the assessment fell due, and upon such Owner's successor in title if unpaid on the date of the conveyance of such property. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien created herein against the property in the same manner as prescribed by the laws of the State of South Carolina for the foreclosures of Mortgage, and interest, costs and reasonable attorney's fees for representation of the Association in such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot nor shall damage to or destruction of any improvements on any Lot by fire or other casualty result in any abatement or diminution of the assessments provided for herein. The remedies herein provided shall not be exclusive, and the Association may enforce any other remedies to collect delinquent assessments, including charging and collecting from the Owner any fines, interest, late fees, and costs of collection, including reasonable attorney's fees, in regard to any and all delinquent amounts owed.

This amendment shall apply retroactively, so as to be applicable to any Owner account balances attorneys' fees and costs incurred before its effective date.

Upon recordation thereof, this amendment shall become an integral part of the Covenants of River Reach Pointe.

\* \* \* \*

Further, this Fourth Amendment amends the Covenants ARTICLE X, SECTION 1. ENFORCEMENT. The existing Section 1 of Article X shall be replaced in its entirety with the following language:

\* \* \* \*

SECTION 1. ENFORCEMENT. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, the Articles of Incorporation or By-Laws of the Association. Failure by the Declarant, Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant or the Association shall have the right to request that law enforcement, public safety and animal control officers come on the Properties to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

In addition to the rights and remedies hereinabove enumerated, and not as any limitation thereof, if the Association or the Declarant determines that any provision of these Covenants has been violated, the Association or the Declarant may, in its discretion, seek appropriate relief at law or equity to assure that the purposes of these Covenants are fulfilled. In such an action at law or in equity initiated by the Association against an Owner for the enforcement of any provisions of these Covenants that said Owner is found to be in violation of, the costs and reasonable attorney's fees of such action shall be a charge and continuing lien upon the Owner's property which said Owner shall be personally and severally liable for. After having given thirty (30) days written notice to the Owner of any Lot involved, setting forth the specific violation or breach of these Covenants and the action required to be taken by the Owner to remedy such violation or breach and if, at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, the Association or the Declarant can enforce these Covenants by entering upon a Lot to abate or remove any violation, and any such entry shall not be deemed a trespass. Any costs incurred by the Association, including the cost of employing any vendors or other agents to abate or remove any violation, shall be a charge and continuing lien upon the Owner's property which said Owner shall be personally and severally liable for. Failure to enforce any of these Covenants shall not be deemed a waiver of the right to do so.

The Declarant and the Association, as the case may be, shall have the right to establish, assess and collect reasonable fines and penalties for violations of the Declaration, which may be enforced by the filing of liens against Lots as provided herein. Such fines shall not exceed \$50.00 per violation per day for first time violators, and up to \$100.00 per violation per day for repeated violations. All fines shall be the personal obligation of the Lot Owner. If Owner fails or refuses to pay said fines, the unpaid fine(s) plus late fees, interest, and cost of collection of same including reasonable attorney's fees shall be a charge and continuing lien upon the Owner's property which said Owner shall be personally and severally liable for. In the event of any unpaid fine, the Association may proceed with any legal remedies available to it, including but not limited to bringing an action at law or in equity for collection of amounts owed, and the Association shall have the right to collect any costs and attorney's fees incurred in such action.

This amendment shall apply retroactively, so as to be applicable to any Owner account balances attorneys' fees and costs incurred before its effective date.

Upon recordation thereof, this amendment shall become an integral part of the Covenants of River Reach Pointe.

**[END OF AMENDMENT]**

**[AMENDMENT PROBATE PAGE FOLLOWS]**

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**WHEREAS**, the Members of Rivers Reach Pointe Property Owners Association, Inc. have determined that the herein to Declaration of Covenants, Conditions, Restrictions and Easements for River Reach Pointe is necessary for the preservation and well-being of the subdivision known as River Reach Pointe, and the requisite number of Owners voted to approve same in accordance with Article X of the Covenants.

In witness whereof, the undersigned has executed this instrument on this, the 14 day of

April, 2020.

Charly Parsons

Witness #1 Signature (not notary)

CHARLY PARSONS

Witness #1 Printed Name

Ashley Wexler

Witness #2 Signature (not notary)

Ashley Wexler

Witness #2 Printed Name

Christine Galster

Christine Galster

President

Rivers Reach Pointe

Property Owners Association, Inc.

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF CHARLESTON )

### ACKNOWLEDGMENT

**PERSONALLY** appeared before me, Ashley Wexler and Charly Parsons the above signed witnesses, who are personally known to me or provided satisfactory evidence of his/her identity, and oath is made that (s)he saw the within named Rivers Reach Pointe Property Owners Association, Inc., sign, seal and as its act and deed, deliver the within instrument, that (s)he, with the other witnesses subscribed above, witnessed the execution thereof, and that neither subscribing witness is a party to or a beneficiary of the transaction.

Acknowledged, sworn to and subscribed before me )

This, the 14<sup>th</sup> day of April, 2020 )

Josh Smith

Notary Public for the State of South Carolina )

My commission expires: 09-04-2025 )

