

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

00020016 Vol: 7466 Pg: 1



53 2008 00020016

Instrument Number: 2008- 00020016

As

Recorded On: July 18, 2008

Masters Deed

Parties: RIVER REACH POINTE MARINA HORIZONTAL PRO

To

RIVER REACH POINTE MARINA PROPERTY REGIM

Billable Pages: 6

Recorded By: HAYNSWORTH SINKLER BOYD, P.A.

Num Of Pages: 11

Comment:

**** Examined and Charged as Follows: ****

Masters Deed	16.00
Recording Charge:	16.00

RECEIVED

Jul 18, 2008

ASSESSOR
BERKELEY COUNTY SC
JANET B. JUROSKO
AUDITOR BERKELEY COUNTY SC

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Clerk's Office For: Berkeley County, SC

File Information:

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Record and Return To:

HAYNSWORTH SINKLER BOYD, P.A.
P.O. BOX 340
CHARLESTON SC 29402



Cynthia B Forte - Register of Deeds

STATE OF SOUTH CAROLINA)	FIRST AMENDMENT AND SUPPLEMENT
)	TO MASTER DEED FOR
)	RIVER REACH POINTE MARINA
COUNTY OF BERKELEY)	HORIZONTAL PROPERTY REGIME

WHEREAS, pursuant to that certain Master Deed for River Reach Pointe Marina Horizontal Property Regime dated February 21, 2006, and recorded on February 22, 2006, in the Register of Deeds Office for Berkeley County, South Carolina, in Book R, Volume 5382, at Page 148 ("**Master Deed**"), the Declarant established River Reach Pointe Marina Horizontal Property Regime ("**Regime**") and submitted certain property located in Berkeley County, South Carolina, as more particularly described in Exhibit "A" of the Master Deed ("**Property**") to the Regime; and

WHEREAS, pursuant to Section 5.2 of the Master Deed, the Declarant reserved the right to add and include Stage 2 in the Regime and to amend the Master Deed by its sole action and in its sole discretion for the purpose of creating and including Stage 2 in the Regime; and

WHEREAS, pursuant to Section 16.1 of the Master Deed, the Declarant has the right to unilaterally amend the Master Deed at this time; and

WHEREAS, the Declarant now wishes to amend and supplement the Master Deed by recording this First Amendment and Supplement to Master Deed for River Reach Pointe Marina Horizontal Property Regime ("**First Amendment**") in order to (i) create and include Stage 2 in the Regime, (ii) correct a scrivener's error in Section 8.1 regarding the basic value for each Unit, and (iii) permit the Owner of a Dock Unit to lease such Dock Unit to the Owner of a Lot in the Subdivision who is a member of the POA;

NOW, THEREFORE, for and in consideration of Five Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant does hereby amend and supplement the Master Deed as follows:

1. The Declarant hereby amends and supplements the Master Deed to create and include Stage 2 in the Regime and to subject the improvements and Units of Stage 2 to all of the terms and provisions of the Master Deed by deleting the existing Exhibit "A" to the Master Deed, entitled "Property Submitted," in its entirety and replacing it with a new, revised Exhibit "A," a copy of which is attached hereto and incorporated herein by reference, which revised Exhibit "A" is entitled "Property Submitted" and includes Stage 1 and Stage 2 of the Regime. In addition, any and all references to Stage 2, Unit 9, Unit 10 and/or the POA Unit contained in the Master Deed are hereby confirmed and restated in all respects.

2. The Declarant hereby amends the Master Deed by deleting the existing Exhibit "B" to the Master Deed in its entirety and replacing it with a new, revised Exhibit "B," a copy of which is attached hereto and incorporated herein by reference, which revised Exhibit "B" shows Stage 1, Stage 2 and Proposed Stage 3 of the Regime.

3. The Declarant hereby amends the Master Deed by deleting Section 5.1 of the Master Deed in its entirety and replacing it with the following:

“Section 5.1 Initially. Included within the Property subjected to this Master Deed is a Dock System consisting of ten (10) Dock Units, a POA Unit, a community covered pier, a center dock walkway and finger piers, all as more particularly shown on Exhibit “B” attached hereto. The Dock Units are situated within the Wando River in Berkeley County, South Carolina, and said Units are shown running perpendicular to the center dock walkway. The POA Unit consists of a portion of the pier head, which is located at the furthestmost point extending southeast into the Wando River.”

4. The Declarant hereby amends the Master Deed by deleting Section 6.1 of the Master Deed in its entirety and replacing it with the following:

“Section 6.1 Units. The Dock Units consist generally of dock slips of generally uniform lengths and widths, as more particularly depicted on the site and dock plans attached as Exhibit “B”. The Dock Units are numbered Dock Units 1 through 10, and are situated perpendicular to the center dock walkway. The perimeter dimensions of each Dock Unit are more particularly depicted on the site and dock plans attached as Exhibit “B”. Each Dock Unit shall include the space of water area and air located within the horizontal and vertical boundaries thereof. The POA Unit consists generally of a pier head at the furthestmost southeast portion of the Dock System, and is more particularly depicted on the site and dock plans attached as Exhibit “B”. The POA Unit shall be deemed Common Area (as such term is defined in the POA Covenants) for the benefit of Owners of Lots in the Subdivision and shall be used solely for courtesy use with no permanent moorage of vessels allowed.”

5. The Declarant hereby amends the Master Deed by deleting Section 8.1 of the Master Deed in its entirety and replacing it with the following:

“Section 8.1 Basic Value of Units. The basic values of the Units, set for the sole purpose of complying with Section 27-31-60 of the Act, and being established irrespective of the Units’ actual value, are shown on the Schedule of Values attached as Exhibit “C,” said basic values being established at the rate of Ten Thousand and No/100 Dollars (\$10,000.00) for each Unit. As provided above in Article V, Declarant has the right to subject additional property to the terms of this Master Deed, and as such additional property is added, they shall be assigned basic values in the same manner.”

6. The Declarant hereby amends the Master Deed by deleting Section 14.3 of the Master Deed in its entirety and replacing it with the following:

“Section 14.3 Commercial Activities Prohibited. No commercial activities of any kind whatsoever shall be permitted without the consent of the Council of Co-Owners, acting through its Board of Directors; however, this restriction shall not apply to Declarant during the Declarant Control Period and during such time Declarant may use its Units for promotional, marketing, or display purposes. Except for Units owned by Declarant, no houseboats of any kind shall be permitted to occupy or dock within the Units unless authorized by the Council of Co-Owners. Further, no vessel moored at a Unit may contain a permanent “live-aboard,” as such term may be reasonably defined by the Board of Directors from time-to-time in its rules and regulations.”

7. The Declarant hereby amends the Master Deed by deleting Section 14.10 of the Master Deed in its entirety and replacing it with the following:

“Section 14.10 Leasing. The Owner of a Dock Unit may only lease such Dock Unit to the Owner of a Lot in the Subdivision who is a member of the POA. All other leases of Units are expressly prohibited.”

8. All capitalized terms used, but not defined, herein and defined in the Master Deed shall have the meanings set forth in the Master Deed.

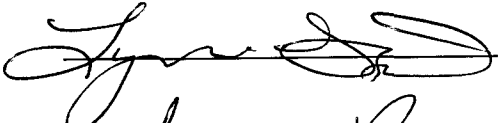
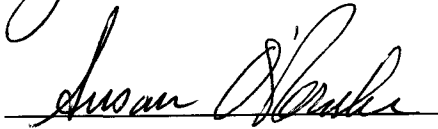
9. Except as expressly modified herein, all other terms and conditions of the Master Deed shall remain in full force and effect.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment and Supplement to Master Deed for River Reach Pointe Marina Horizontal Property Regime as of the 11 day of July, 2008.

WITNESSES:

River Reach Pointe, LLC

By: Robert Murrell
Its: Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

The foregoing First Amendment and Supplement to Master Deed for River Reach Pointe Marina Horizontal Property Regime was acknowledged before me this 11th day of July, 2008, by River Reach Pointe, LLC, by ROBERT MURRELL, its Member.

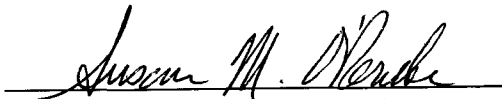

Notary Public for South Carolina
My Commission Expires: FEBRUARY 22, 2011
[SEAL]

EXHIBIT "A"
PROPERTY SUBMITTED

EXHIBIT "A"**PROPERTY SUBMITTED**

All those certain docks, piers, floating docks, common areas and all other real and personal property comprising of the River Reach Pointe Marina, and containing within its boundaries Dock Unit 1, Dock Unit 2, Dock Unit 3, Dock Unit 4, Dock Unit 5, Dock Unit 6, Dock Unit 7, Dock Unit 8, Dock Unit 9, Dock Unit 10 and POA Unit, all as shown on that certain plat entitled "EXHIBIT "B" TO MASTER DEED OF RIVER REACH POINTE MARINA HORIZONTAL PROPERTY REGIME RIVER REACH POINTE SUBDIVISION, LOCATED ON RIVER REACH DRIVE, NEAR CAINHOY TOWNSHIP BERKELEY COUNTY, SOUTH CAROLINA" ("Plat") prepared by Connor Engineering, Inc., dated February 16, 2006, and last updated July 17, 2006, which plat is attached to this Master Deed as Exhibit "B".

The property described above is subject to the following:

1. All facts and conditions which may be shown on the Plat and physical examination of the Unit;
2. Taxes for the year 2006 and subsequent years which are a lien but not yet due and payable;
3. Terms, Conditions, Reservations, Easements, Rights to Repurchase, Assessments and Obligations of the Master Deed;
4. All applicable zoning and/or development laws and ordinances, including those of Berkeley County;
5. Navigable servitude of the U.S. Government and State of South Carolina or any political division thereof and rights of the public to the use of any navigable waters covering any land included in the description of the insured premises;
6. Rights and jurisdiction vested in the South Carolina Department of Health and Environmental Control – Office of Coastal Resources Management by law, including the power of said agency to mandate the removal or modification of any docking facility constructed in accordance with its permitting authority;
7. Rights of the United States or other governmental entities, if any, which rights may exist in addition to the right to permit dock construction and regulate use vested in the South Carolina Department of Health and Environmental Control – Office of Coastal Resources Management;
8. Restrictions and conditions set out and imposed by the Horizontal Property Act, Chapter 31, Code of Laws of the State of South Carolina, 1976;
9. The terms and conditions of all permits and licenses issued by federal, state and local governments, their respective agencies, and quasi-governmental or private agencies having jurisdiction over the Project, including the U.S. Army Corps of Engineers, the South Carolina Department of Health and Environmental Control, the Office of Coastal Resources Management and Berkeley County.
10. Possible rights reserved to the State of South Carolina to the State of South Carolina to that area lying

between the low water mark and the high water mark of abutting waterways, and sometimes referred to as "Tide Lands" and "Marshlands."

11. Interest created by or limitations on use imposed by the federal coastal zone management act or other federal law or regulations, or by South Carolina Code Section 48-39-10 through 48-39-200, as amended, or any regulations promulgated pursuant to state or federal laws;
12. All easements established in connection with the development of the above-described property; and
13. All matters shown on the site and dock plans attached to the Master Deed as Exhibit "B".

EXHIBIT "B"

SITE AND DOCK PLANS, ELEVATIONS AND ENGINEER'S CERTIFICATE

ENGINEER'S CERTIFICATE

**Notary Public For South Carolina
Commission Expires 4/24/2010**