

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

**THIS IS A COPY OF THE FIRST
AMENDMENT PRESENTLY BEING
RECORDED WITH THE OFFICE OF THE
JASPER COUNTY REGISTER OF DEEDS
AND WILL BE REPLACED ONCE THE
RECORDED AMENDMENT IS
AVAILABLE**

**FIRST AMENDMENT OF FIRST AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE SETTINGS AT
MACKAY POINT (NOW KNOWN AS RIVERS REACH)**

This First Amendment of the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Settings at Mackay Point is made and declared this 19th day of January, 2021 by Rivers Reach at Pocatigo, LLC, a South Carolina limited liability company, sometimes called Rivers Reach at Pocatigo, LLC, the (“Successor Declarant”).

RECITALS

WHEREAS, The Settings at Mackay Point is a community (“Community”) in Jasper County, South Carolina which was created by The Settings at Mackay Point, LLC, which served as the original “Declarant” (“Original Declarant”) under that certain Declaration of Covenants, Conditions and Restrictions for The Settings at Mackay Point, dated August 28, 2006 and then recorded August 31, 2006 in the Office of the Register of Deeds for Jasper County, South Carolina, in Book 463 at Pages 135 – 210 (“Declaration”); and

WHEREAS, the Original Declarant sold certain residential lots within the Community and thereafter abandoned further development and retail sales of lots within the Community; and

WHEREAS, the Successor Declarant has since acquired ownership of the Original Declarant’s remaining assets in the Community (including residential lots, proposed residential lots, tracts, parcels and strips of land, roads, amenity sites, infrastructure, access to bond proceeds, and the Declarant’s Rights of the Original Declarant); and

WHEREAS, Rivers Reach at Pocatigo, LLC is the Successor Declarant under the Declaration, by virtue of that certain Absolute Assignment of Rights, dated May 7, 2014, and recorded in Volume 0873 at Pages 0818-0819 in the Office of the Register of Deeds for Jasper County, South Carolina, wherein the Original Declarant assigned all such Declarant’s Rights to the Successor Declarant, and the Successor Declarant may now exercise such rights as are reserved to the Declarant under the said Declaration, Bylaws, etc.; and

WHEREAS, the Successor Declarant previously exercised such rights and powers by unilaterally making and recording that certain Amended and Restated Declaration of Covenants,

Conditions and Restrictions for Rivers Reach, dated October 24, 2019, and recorded in the Office of the Register of Deeds for Jasper County on October 24, 2019 in Book 1021 at Page 797, and by that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Settings at Mackay Point (hereinafter know as Rivers Reach), also dated October 24, 2019, and recorded in the Office of the Register of Deeds for Jasper County on October 24, 2019 in Book 1021 at Page 881; (collectively, the First Amended and Restated Declaration) and

WHEREAS, the Successor Declarant has now determined to act unilaterally further to amend the First Amended and Restated Declaration, all as hereinafter set forth.

NOW, THEREFORE, by virtue of the aforesaid Recitals, and by virtue of those certain powers reserved by Declarant under the Declaration, as aforesaid, the Successor Declarant hereby further unilaterally amends the First Amended and Restated Declaration, as follows:

First, to correct a scrivener's error, by restating, in the Table of Contents, the title of Section 16, now to read "Option to Repurchase".

Second, to correct a scrivener's error, by stating in the preamble paragraph on page 1, the date of the First Amended and Restated Declaration, to wit: October 24, 2019.

Third, to amend Section 2.26 is amended, now to read as follows:

"Turnover": The point in time when Declarant turns over all of Declarant's rights under this Declaration to the Association, including ownership of the Common Area, which turnover may occur at any time after the date of recording of this Declaration, in the sole discretion of Declarant; provided, however, that Turnover to the Association shall automatically occur when Declarant shall cease to own at least one (1) Lot within the Property, or on December 31, 2040, whichever occurs first.

Fourth, to replace, amend, and restate Section 4.1, now to read as follows:

4.1 General

(a) **Scope.** No structure or thing shall be placed, erected, installed, or posted on the Property or in the waters adjacent to the Property and no improvements or other work (including docks, staking, clearing, excavation, grading, and other site work; exterior alterations of existing improvements; or planting or removal of landscaping) shall take place within the Property or the waters adjacent to the Property, except in compliance with this Article 4 and the Architectural Design Standards and Guidelines, and, as applicable, Section 10.12 hereof. No signage shall be placed, erected, installed, or displayed on any portion of the Property except for signage installed by Declarant unless such signage has been approved pursuant to this Section.

(b) The minimum heated square footage of homes on all lakefront lots and all interior lots is 1,450 square feet. The minimum heated square footage on all riverfront or saltmarsh-front lots is 2,000 square feet.

(c) The Class "A" Owners acquiring Lots by deeds recorded in the Office of the Register of Deeds for Jasper County, South Carolina before the date of recording of the deed into Rivers Reach at Pocatigo, LLC (December 12, 2016) do not have a deadline for obtaining a building permit for their Lots. The Class "A" Owners acquiring Lots after December 12, 2016 are required to obtain a building permit for a home on their respective Lot(s) within the four years after the date of recording of their deed(s) of acquisition of such Lot(s) or after the date of the recording of this First Amended and Restated Declaration, whichever is earlier.

(d) General Parameters:

(i) Once a building permit has been issued, the Owner then has two (2) years thereafter to complete construction of a home on the Lot (the "Construction Period").

(ii) If such home is not completed within that two (2) year Construction Period, and the Association has not granted an extension of time to the Owner, then the Declarant, first, has an option to purchase the Lot for the amount equal to the Owner's original purchase price of the Lot and the Association, second, may exercise that option if the Declarant declines in writing. The Association shall give written notice to the Declarant of the expiration of these times, and after receiving such notice in writing from the Association, the Declarant shall have thirty (30) days within which to give notice of exercise of option and thirty (30) days thereafter within which to pay the Owner and close the sale. If the Declarant declines the option, or having given notice of intent to exercise the option, fails to complete the option purchase, then the Association has the same time frames, following, within which to give notice of, and then to exercise such option.

(iii) Should any such Owner sell his Lot, in an arms-length transaction, within these time periods, the Permit Period and the Construction Period shall begin again to run, *ab initio*.

(iv) Homes may be not constructed within the Community by an Owner acting as his/her/its own contractor, unless that Owner is a general contractor licensed in South Carolina. All homes built within the Community must be built by general contractors licensed in South Carolina. All general contractors building homes within the Community must be approved pursuant to the guidelines specified in the Rivers Reach Preferred Builders Program.

(v) In addition to all of the foregoing, Owners must also comply with all requirements and timelines of applicable governmental authorities regarding construction and construction completion, and all improvements and construction must comply with the Community's Architecture standards, controls, review, permitting, and approval processes.

(vi) In addition, if approved construction Work is not completed within the times applicable, the Work shall be considered nonconforming and shall be subject to other enforcement action by the Association, the Declarant, or any aggrieved Owner, and the Association may levy a fine, and/or default the Compliance Deposit.

(e) No approval shall be required to repaint the exterior of a structure in accordance with the originally-approved color scheme or to rebuild in accordance with originally-approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of any structure within such Owner's Lot without approval. However, modifications to portions of a structure on a Lot visible from outside any structure shall be subject to approval by the Reviewer.

(f) The above Sub-Section (c) does not apply to Declarant prior to Turnover.

Fifth, Section 8.11(Working Capital Contribution) is stricken and deleted.

Sixth, to amend and restate Section 8.12 (regarding Marketing Committee, Transition Fee), as follows:

The Association's Board shall appoint a Marketing Committee of three (3) Members, one of whom shall be upon the nomination, in writing, of Rivers Reach Realty, LLC, its successors and assigns, and none of such three Marketing Committee Members are required to be Owners. All Marketing Committee members shall serve terms at the pleasure of the Association Board. Those persons who are the present Class "A" Owners who acquired title(s) to their Lots by deeds recorded prior to October 24, 2019 in the Office of the Register of Deeds for Jasper County, South Carolina, are exempt from the Transition Fees ("Exempt Owners"). The remaining and future Class "A" Owners, regardless whether they acquired, or acquire, their Lot(s) from the Exempt Owners and/or the Successor Declarant, and/or their respective heirs, successors and assigns, who hereafter become sellers of any improved or unimproved Lots shall pay the Association the Transition Fee, which will be one percent (1%) of the gross sales price of such Lots improved with homes, and two percent (2%) of the gross sales price of such Lots not then improved with homes. The Transition Fee, if applicable, shall be shown on all HUD Settlement Statements at such closings. The Transition Fee shall be paid through the settlement agent/closing attorney to the Association as part of the disbursements of such closings. The Association shall maintain an escrow account for these Transition Fees, and the Marketing Committee may draw upon those funds and

direct the use of those funds to market the properties listed for sale in Rivers Reach, subject to the provisions set forth in Article 9 hereof, for the purposes of maintenance and increasing values and sales of properties within Rivers Reach. The Association's Board shall have oversight over the Marketing Committee.

Seventh, inasmuch as Successor Declarant did not fully complete the execution and witnessing and notarization of the First Amended and Restated Declaration, at the time of its recording on October 24, 2019, in the Office of the Register of Deeds for Jasper County, South Carolina, the Successor Declarant hereby ratifies and affirms the First Amended and Restated Declaration as the same was then and there recorded in Book 1021 at Pages 0797-0855 and in Book 1021 at Pages 0881-0884.

Eighth, inasmuch as, inadvertently, when the First Amended and Restated Declaration was recorded on October 24, 2019, as set forth above, several pages thereof were photocopied and recorded upside down, impairing legibility and conformity, the same is here re-recorded, with all of its exhibits, as **Exhibit 1** to the within instrument.

IN WITNESS WHEREOF, the Successor Declarant has caused these presents to be executed on its behalf, on the date first written above.

WITNESSES:

SUCCESSOR DECLARANT:

RIVERS REACH AT POCATALIGO, LLC

Carly Kuyper
Gay E. Reed

Robert Wolfson
By: Robert L. Wolfson, Its: *Managing Member*

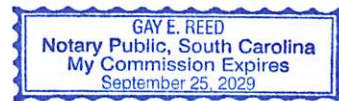
STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF *Beaufort*)

The foregoing instrument was acknowledged before me by Rivers Reach at Pocatigo, LLC, by Robert L. Wolfson, its *Managing Member* this *19th* day of January, 2021.

Gay E. Reed
Notary Public for the State of South Carolina
My commission expires: *9/25/29*



25.00
03.

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
RIVERS REACH
(formerly known as "The Settings at Mackay Point")**



201900005297 10/24/2019 AT 01:14 PM
OR Book 1021 Page 0797 - 0855
Filed for Record in JASPER COUNTY ROD
Covenant Fee: \$25.00

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EXHIBITS:

- A. JOINDER AND CONSENT OF MORTGAGEE**
- B. PROPERTY DESCRIPTION**
- C. BY LAWS**
- D. CURRENT RULES AND REGULATIONS**

STATE OF SOUTH CAROLINA) AMENDED AND RESTATED
) DECLARATION OF COVENANTS,
) CONDITIONS, AND RESTRICTIONS
COUNTY OF JASPER) FOR RIVERS REACH

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Rivers Reach, formerly known as The Settings of Mackay Point, ("Declaration") is made this _____ day of _____, 201__ by Rivers Reach at Pocotaligo, LLC, a South Carolina limited liability company ("Successor Declarant").

1. Creation of the Community.

1.1 Purpose and Intent. Declarant is the owner of that certain parcel of land and easement rights for access located in Jasper County, South Carolina more particularly described in the attached Exhibit "A" (the "Property"). Declarant, by recording this Declaration desires to subject the Property to the provisions of this Declaration to establish a general plan of development for the residential Community to be known as Rivers Reach, formerly known as The Settings of Mackay Point (the "Community"). This document does not and is not intended to create a condominium under South Carolina law.

1.2 Binding Effect and Duration

(a) All property described in Exhibit A," and any additional property which is made a part of Rivers Reach in the future by recording one or more Supplemental Declarations, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Property, their heirs, successors, successors-in-title.

(b) This Declaration, as it may be amended, shall remain in effect and shall be enforceable by Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of forty (40) years from the date the original Declaration was recorded. After such time, this Declaration shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners has been Recorded within the year preceding any extension, agreeing to terminate this Declaration, in which case it shall terminate as of the date specified in such instrument Notwithstanding this, if any provision of this Declaration would be unlawful, void, or voidable by reason of any South Carolina law restricting the period of time that covenants on land may be enforced, such provision shall expire 21 years after the death of the last survivor of the descendants of George W. Bush, living at the time of recording of the original Declaration. However, nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of this Declaration and any Supplemental

Declaration, and any amendments thereto;

1.3 Governing Documents. River's Reach's governing Documents consist of:

- a. the Restrictions and Rules;
- b. the Architectural Design Standards and Guidelines;
- c. Resolutions of the Association's Board of Directors;
- d. The Architectural Design Standards and Guidelines
- e. Resolutions of the Association's Board Directors;
- f.

all as they may be amended. The Governing Documents apply to all Owners and occupants of the Property, as well as to their respective tenants, guests, and invitees. If a Lot is leased, the lease shall provide that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.

2. Definitions. The following words and terms, when used in this Declaration, or any Supplemental Declaration, including any amendments of either, unless the context clearly shall indicate otherwise, shall have the following meanings.

2.1 "Architectural Design Standards and Guidelines." The Guidelines and Standards for Architecture, design, construction, landscaping, and exterior item on structures on the Property, adopted pursuant to Section 4, as they may be amended.

2.2 "Articles of Incorporation": The Articles of Incorporation for The Settings of Mackay Point Association filed with the South Carolina Secretary of State, as they may be amended, and as they will be amended to change the name to Rivers Reach Property Owners Association, Inc.

2.3 "Association": The Settings of Mackay Point Association, a South Carolina non-profit corporation, its successors or assigns (whose name will be changed to Rivers Reach Property Owners Association, Inc.).

2.4 "Board of Directors": The body responsible for administration of the Association, selected as provided in the Declaration and Bylaws and generally serving the same role as a board of directors under South Carolina corporate law.

2.5 "Bylaws": The Bylaws of the Association, as they may be amended, a copy of which is attached to this Declaration as Exhibit "B".

2.6 "Class "A" Members: All Owners, with the exception of the Class "B" Member as defined in Section 6.3(a) hereof.

2.7 "Class "B" Member Declarant, as defined in Section 6.3(b) hereof.

2.8 "Common Area": All real and personal property, including easements, roads, and rights of way, which the Association owns, leases, or otherwise hold possessory or use rights in for the common use and enjoyment of the Owners.

2.9 "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may deem necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred prior to Turnover for initial development or other original construction costs of Declarant unless approved by Members representing a majority of the total Class "A" votes in the Association. Payments due under leases of capital improvements such as streetlights, etc. shall not be considered an initial development or original construction cost.

2.10 "Community": The real estate development now known as Rivers Reach, but formerly known as The Settings of Mackay Point.

2.11 "Community Standard": The standard of conduct, maintenance, or other activity generally prevailing at Rivers Reach, or the minimum standards established pursuant to the Architectural Design Standards and Guidelines, Restrictions and Rules, and Board Resolutions, whichever is a highest standard. Declarant shall establish initially such standard and it may contain both objective and subjective elements. The Community Standard may evolve as development progresses and as the needs and desires within Rivers Reach change.

2.12 "Declarant": The Settings of Mackay Point, LLC, a South Carolina limited liability company, its successors and assigns, other than individual Lot Owners was the original Declarant. "Declarant" also includes any successor Declarant who has received assignment from the original Declarant or Successor Declarant of Declarant Rights hereunder. The current Successor Declarant is Rivers Reach at Pocotaligo, LLC, a South Carolina limited liability company.

2.13 "Governing Documents": A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws, the Articles of Incorporation, the Architectural Design Standards and Guidelines, the Restrictions and Rules, and Resolutions of the Board of Directors, all as they may be amended.

2.14 "Limited Common Area": A portion of the Common Area primarily benefiting one or more, but less than all, Lots, as more particularly described in Section 10.2 hereof.

2.15 "Limited Common Area Lots": A group of Lots sharing Limited Common Areas and/or receiving other benefits or services from the Association which are not provided to all Lots.

2.16 "Lot": A portion of the Property, whether improved or unimproved, which may be independently owned and is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Lot as well as any improvements thereon.

2.17 "Member": An Owner entitled to membership in the Association.

2.18 "Mortgage": Any mortgage used for the purpose of encumbering real property within the Property as security for the payment or satisfaction of an obligation.

2.19 "Mortgagee": The holder of a Mortgage.

2.20 "Owner": One or more Persons who hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation; provided, however, that no one Lot at Rivers Reach may be owned by more than four (4) individual natural persons, nor by an entity in which more than four (4) natural persons have a beneficial interest.

2.21 "Person": A natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

2.22 "Property": The Property described in Section 1.1 hereof.

2.23 "Residential Unit." A structure constructed upon a lot for use and occupancy as a residence or accommodation by a single household and shall, unless otherwise specified, include without limitation, single family detached homes. For homes of this Declaration a residential unit shall come into existence upon the issuance of a certificate of occupancy.

2.24 "Restrictions and Rules": The initial restrictions and rules set forth in Exhibit "C," as they may be supplemented, modified, and repealed.

2.25 "Supplemental Declaration": A recorded instrument which subjects additional property to the terms of this Declaration pursuant to Section 11.

2.26 "Turnover": The point in time when Declarant turns over all of Declarant's rights under this Declaration to the Association, including ownership of the Common Area, which turnover may occur at any time after the date of recording of this Declaration, in the sole discretion of Declarant; provided, however, that Turnover to the Association shall automatically occur when Declarant shall cease to own at least one (1) Lot within the Property, or on December 31, 2030, whichever occurs first.

3. Use and Conduct.

3.1 Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Property, a framework of affirmative and negative covenants, easements, and restrictions which govern Rivers Reach, including the initial Restrictions and Rules set forth in Exhibit "C." Within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends, and technology. Therefore, this Section establishes procedures for modifying and expanding the Restrictions and Rule

3.2 Development of Property. All Lots within the Property (a) shall be and are hereby restricted exclusively to single-family residential use; and (b) shall be developed and built upon only for detached single-family dwelling purposes.

3.3 Rule Making Authority.

(a) Subject to the terms of this Section and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may modify, cancel, limit, create exceptions to, or expand the Restrictions and Rules. The Board shall send notice to all Members concerning any proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective, after compliance with subsection (c) below, unless Class "A" Members representing more than fifty percent (50%) of the total votes in the Association and the Class "B" Member if any, disapprove such action at a meeting. The Board shall have no obligation to call a meeting of the Members to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the Bylaws. Upon such petition of the Members prior to the effective date of any Board action under this subsection, the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

(b) Alternatively, Class "A" Members representing more than fifty percent (50%) of the total votes in the Association, at an Association meeting duly called for such purpose, may vote to adopt rules which modify, cancel, limit, create exceptions to, or expand the Restrictions and Rules then in effect. Prior to Turnover, any such action shall require approval of the Successor Declarant.

(c) Prior to any action taken under this Section becoming effective, the Board shall send a copy of the new rule or explanation of any changes to the Restrictions and Rules to each Owner. The effective date shall be not less than thirty (30)

days following distribution to Owners. The Association shall provide, without cost, a copy of the Restrictions and Rules then in effect to any requesting Member or Mortgagee.

(d) No action taken under this Section shall have the effect of modifying, repealing, or expanding the Architectural Design Standards and Guidelines or any provision of this Declaration other than the Restrictions and Rules. In the event of a conflict between the Architectural Design Standards and Guidelines and the Restrictions and Rules, the Architectural Design Standards and Guidelines shall control.

(e) The procedures required under this Section shall not apply to the enactment and enforcement of administrative rules and regulations governing use of the Common Area unless the Board chooses in its discretion to submit to such procedures. Examples of such administrative rules and regulations shall include, but not be limited to, hours of operation of a recreational, storage or docking facility, storage compounds for recreational vehicles, trailers and horse trailers, maintenance and service yards and compounds, speed limits on private roads, and the method and fees for allocating or reserving use of a facility (if permitted) by particular individuals at particular times, establishment of security systems, personnel, procedures appropriate to have a controlled gate entry system to secure the Community, with fees charged to contractors and subcontractors performing work in the Community.

(f) The Association shall prescribe the design of all mailboxes within the Community and shall publish that design information. The cost of each such mailbox shall be borne by the Owner of the Lot served by that mailbox. No more than one Lot may be served by any one mailbox.

(g) No docks, piers, etc. may be constructed or maintained, except as is designated by the Successor Declarant and the Association as Community recreational areas open to all Owners and their guests in any phase of development, to include fishing, canoeing and kayaking; provided, however, that only electric motors are permitted in any lake, pond or canal within the Community.

(h) Commercial activities are not allowed on any of the Lots within the Community except those that are considered home businesses which are characterized by infrequent, less-than-daily visits by customers or commercial representatives and that do not require parking other than on the subject Lot.

(i) The Association may allow gardening to take place within designated areas of the Community, and gardening activities are prohibited on the individual Lots within the Community, except that Owners of Lots improved with homes may maintain small patio gardens, not exceeding 100 square feet, for herbs, vegetables, etc., for personal use only.

(j) Owners may not park on streets, except that their guests may park briefly, for periods not exceeding 4 hours, on streets for parties, family gatherings, etc., provided they do not block traffic. No jet skis, trailers, campers, recreational vehicles, or boats are allowed to be parked on Lot driveways or garage aprons. The parking of golf carts is allowed on Lot driveways or garage aprons, as well as within garages.

3.4 The use of Firearms and/or archery equipment within the Community are prohibited. No hunting of any kind is allowed within the Community except for the removal of diseased or rabid animals. If the South Carolina Department of Natural Resources, or other jurisdictional governmental authority, deems an alligator to have become an endangerment to the Community, then it may be removed. If the endangerment is based on the size of the alligator, then the minimum size shall be designated to mean an alligator over seven (7) feet in length, which could be removed if the Owners who are living around the lake, pond or canal home to the alligator determine, by a 75% written vote or consent, that the alligator should be removed and, provided, that South Carolina Department of Natural Resources or other governmental authority having jurisdiction concurs.

3.5 Owners' Acknowledgment and Notice to Purchasers. All Owners are given notice that use of their Lots and the Common Area is limited by the Restrictions and Rules as amended, expanded, and otherwise modified from time to time. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Lot can be affected by this provision and that the Restrictions and Rules may change from time to time. All purchasers of Lots are on notice that the Association may have adopted changes. Copies of the current Restrictions and Rules may be obtained from the Association.

3.6 Protection of Owners and Others. Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Restrictions and Rules set forth in Exhibit "C", all Restrictions and Rules shall comply with the following provisions:

(a) *Similar Treatment.* Similarly situated Owners shall be treated similarly.

(b) *Displays and Sign.* The rights of Owners to display religious and holiday signs, symbols, and decorations inside structures on their Lots of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place, and manner restrictions with respect to displays visible from outside the dwelling.

(c) *Household Composition.* No rule shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot, its home, and its fair use of the Common Area.

(d) *Activities Within Dwellings.* No rule shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(e) *Allocation of Burdens and Benefits.* No rule shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally-applicable rules for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments.

(f) *Alienation.* No rule shall prohibit leasing or transfer of any Lot, or require consent of the Association or Board for leasing or transfer of any Lot; provided, however, that the Association or the Board may require a minimum lease term. The Association may require that Owners include specific language in the leases for their Lots or that such Owners use lease forms that have been approved by the Association.

(g) *Abridging Existing Rights.* No rule shall require an Owner to dispose of personal property that was in or on a Lot prior to the adoption of such rule if such personal property was in compliance with all rules previously in force. This exemption shall apply only during the period of such Owner's ownership of the Lot, and shall not apply to subsequent Owners who take title to the Lot after adoption of the rule.

(h) *Reasonable Rights to Develop.* No rule or action by the Association or Board shall unreasonably impede Declarant's right to develop or market the Property. The limitations in subsections (a) through (g) of this Section 3.6 shall only limit rule-making authority exercised under Section 3.3; they shall not apply to amendments to this Declaration.

4. Architecture and Landscaping.

4.1 **General**

(a) Scope. No structure or thing shall be placed, erected, installed, or posted on the Property or in the waters adjacent to the Property and no improvements or other work (including docks, staking, clearing, excavation, grading, and other site work; exterior alterations of existing improvements; or planting or removal of landscaping) shall take place within the Property or the waters adjacent to the Property, except in compliance with this Article 4 and the Architectural Design Standards and Guidelines, and, as applicable, Section 10.12 hereof. No signage shall be placed, erected, installed, or displayed on any portion of the Property except for signage installed by Declarant unless such signage has been approved pursuant to this Section.

(b) The minimum heated square footage of homes on all lakefront lots and all interior lots is 1,450 square feet. The minimum heated square footage on all riverfront or saltmarsh-front lots is 2,000 square feet.

(c) The Owners acquiring Lots by deeds dated (regardless of their recording dates) after the date of recording of the within Amended and Restated Declaration, are not required to build a home on their Lot within the time frame below, after the settlement date, as reflected on the HUD-1 Settlement Statement for their Lot (including any future, similar versions of settlement statements), all according to the following parameters:

(i) All such Owners have no specific time frame from the settlement date for the closing of their purchase or acquisition of the Lot within which they are required to build.

(ii) Once that building permit has been issued, each such Owner then has two (2) years thereafter to complete construction of their home on the Lot (the "Construction Period").

(iii) If such home is not completed within that two(2) year Construction Period, and the Association has not granted an extension of time to the Owner, then the Declarant, first, has an option to purchase the Lot for the amount equal to the Owner's original purchase price of the Lot and the Association may exercise that option if the Declarant declines. The Association shall give written notice to the Declarant of the expiration of these times, and after receiving such notice in writing from the Association, the Declarant shall have thirty (30) days within which to give notice of exercise of option and thirty (30) days thereafter within which to pay the Owner and close the sale. If the Declarant declines the option, or having given notice of intent to exercise the option, fails to complete the option purchase, then the Association has the

same time frames, following, within which to give notice of, and then to exercise such option.

(iv) Should any such Owner sell his Lot, in an arms-length transaction, within these time periods, the Permit Period and the Construction Period shall begin again to run, *ab initio*.

(v) Homes may be not constructed within the Community by an Owner acting as his/her/its own contractor, unless that Owner is a general contractor licensed in South Carolina. All homes built within the Community must be built by general contractors licensed in South Carolina. All general contractors building homes within the Community must be approved pursuant to the guidelines specified in the Rivers Reach Preferred Builders Program.

(vi) In addition to all of the foregoing, Owners must also comply with all requirements and timelines of applicable governmental authorities regarding construction and construction completion.

(vii) In addition, if approved construction Work is not completed within the times applicable, the Work shall be considered nonconforming and shall be subject to other enforcement action by the Association, the Declarant, or any aggrieved Owner, and the Association may levy a fine, and/or default the Compliance Deposit.

(d) No approval shall be required to repaint the exterior of a structure in accordance with the originally-approved color scheme or to rebuild in accordance with originally-approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of any structure within such Owner's Lot without approval. However, modifications to portions of a structure on a Lot visible from outside any structure shall be subject to approval by the Reviewer.

(e)The above Sub-Section (c) does not apply to Declarant prior to Turnover.

4.2 Architectural Review.

(a) By Declarant. Until Turnover, Declarant shall have the exclusive right to exercise architectural review under this Section, unless earlier terminated or assigned in a written instrument executed by Declarant and recorded in the Public Records. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Property, acknowledges that, as the developer of the Property, and as an Owner of portions of the Property, Declarant has a substantial interest in ensuring that the improvements within the Property do not impair Declarant's ability to

market its property. Therefore, each Owner covenants and agrees that no activity within the scope of this Section ("Work") shall be commenced on such Owner's Lot unless and until Declarant or its designee has given prior written approval for such Work, which approval may be granted or withheld in the sole discretion of Declarant or Declarant's designee. In reviewing and acting upon any request for approval, Declarant and its designee shall owe no duty to any other Person.

(b) Designee.

(i) Declarant may, in its sole discretion, designate one or more Persons from time to time to act on Declarant's behalf in reviewing architectural review applications. Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Section to (A) an Architectural Review Board appointed by the Board of the Association (the "ARB"); or (B) a board appointed by Declarant. Either of such boards may be comprised of, or include, architects, landscape architects, engineers, or other persons who may or may not be Members of the Association.

(ii) Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (A) Declarant's right to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (B) Declarant's right to veto any decision which Declarant determines, in Declarant's sole discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Section 4.2, the jurisdiction of the foregoing entities shall be limited to such matters specifically delegated to them by Declarant.

© Architectural Review Board. Upon delegation by Declarant or upon Turnover, the Association, acting through the ARB, shall assume jurisdiction over architectural matters hereunder. The ARB, when appointed, shall consist of, at the Board's determination, at least three (3), but not more than seven (7), persons who shall serve and may be removed and replaced in the Board's discretion. The members of the ARB need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers, or similar professionals whose compensation, if any, shall be established from time to time by the Board. The ARB shall elect a chairperson, and the chairperson, or in the absence of the chairperson, the vice-chairperson, shall be the presiding officer at meetings of the ARB. Unless and until such time as Declarant delegates all or a portion of Declarant's reserved rights to the ARB or Declarant's rights under this Section terminate, the Association shall have no jurisdiction over architectural matter.

(d) Reviewer. For purposes of this Article 4, the entity (including Declarant) having jurisdiction in a particular case shall be referred to as the "Reviewer."

4.3 Guidelines and Procedures.

(a) Architectural Design Standards and Guidelines.

(i) Initial Guidelines. Declarant shall prepare the initial Architectural Design Standards and Guidelines, which are intended to provide guidance to Owners and builders regarding matters of particular concern to the Reviewer in considering applications hereunder. The Architectural Design Standards and Guidelines are not the exclusive basis for decisions by the Reviewer and compliance with the Architectural Design Standards and Guidelines does not guarantee approval of any application.

(ii) Amendments to Guidelines. Declarant shall have sole and full authority to amend the Architectural Design Standards and Guidelines prior to Turnover, notwithstanding a delegation of reviewing authority to the ARB, unless the Declarant also delegates or assigns to the ARB the right to amend the Architectural Design Standards and Guidelines. Upon termination or delegation of Declarant's right to amend, the Board shall have the right to amend the Architectural Design Standards and Guidelines. Any amendments to the Architectural Design Standards and Guidelines shall be prospective only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Design Standards and Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Design Standards and Guidelines less restrictive.

(iii) Availability of Guidelines. The Reviewer shall make the Architectural Design Standards and Guidelines available to Owners and builders who seek to engage in development or construction within the Property. In the Declarant's discretion, such Architectural Design Standards and Guidelines may be recorded in the Public Records, in which event the recorded version, as it may unilaterally be amended from time to time as described above, shall control in the event of any dispute as to which version of the Architectural Design Standards and Guidelines was in effect at any particular time.

(b) Procedures.

(i) Application. Prior to commencing any Work within the scope of this Section, an Owner shall submit to the appropriate Reviewer an application for approval of the proposed Work in such form as the Architectural Design Standards and Guidelines or the Reviewer may specify. Such application shall include plans and specifications ("Plans") showing site layout, structural design, exterior elevations,

exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, signage, and other features of proposed construction, as applicable or as required by the Architectural Design Standards and Guidelines. The Architectural Design Standards and Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application.

“ (ii) Fees; Review Assistance. The Reviewer may employ architects, landscape architects, engineers, or other persons as deemed necessary to perform the review. The Reviewer may establish and charge reasonable fees to an Owner as part of the application fee for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, landscape architects, engineers, or other professionals.

(iii) Compliance Deposit. The Reviewer may require an Owner to submit a deposit prior to final approval of any application to ensure that the Work conforms to the Plans originally approved by the Reviewer. Such compliance deposit shall be refunded by the Reviewer to the Owner following issuance of a certificate of occupancy and within thirty (30) days of confirmation by Reviewer that the Work is in compliance with the approved Plans. The compliance deposit can include a fee for any Landscaping that is required after completion of the residence. This initial will be returned after an inspection and stamped approval.

(iv) Factors for Consideration. In reviewing each submission, the Reviewer may consider factors it deems relevant including, without limitation, harmony of external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements, but that the Reviewer's determinations are binding, subject to Declarant's rights.

(v) Time for Review. The Reviewer shall, within thirty (30) days after receipt of a completed application and all required information and fees, respond in writing to the applicant at the address specified in the application. The response may (A) approve the application, with or without conditions; (B) approve a portion of the application and disapprove other portions; or (C) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

(vi) Failure to Respond. In the event that the Reviewer fails to respond within thirty (30) days, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the ARB pursuant to this Article 4. However, no

approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Design Standards and Guidelines unless a variance has been granted pursuant to Section 4.8 hereof. Notice shall be deemed to have been given at the time the envelope containing the response is deposited in the U.S. Mail addressed to the applicant or at the time of personal delivery of such written notice to the applicant.

(vii) Exemptions. The Reviewer may, by resolution, exempt certain activities from the application and approval requirements of this Section, provided such activities are undertaken in strict compliance with the requirements of such resolution.

(viii) Signage Criteria. During construction, there shall be no signage on a lot except upon approval by the Reviewer. If the Reviewer allows signage, Declarant shall prepare signage criteria ("Signage Criteria") regulating the existence, location, size, content, illumination, and all issues related to signs and advertisements within the Property. No sign or advertisement shall be permitted within the Property unless approved by the Reviewer and consistent with the Signage Criteria. Additionally, all signage shall be required to comply with all laws and regulations established by any applicable governmental authority. The entity holding the authority to amend the Architectural Design Standards and Guidelines also shall have sole and full authority to amend the Signage Criteria to make such requirements more or less restrictive, as it shall deem appropriate.

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4.4 Preferred Builder Program. The Declarant shall have the right to establish a preferred builder program for the Property. If a preferred builder program is implemented, the Declarant shall prepare initial documentation setting forth the requirements for the preferred builder program which shall be complied with by Owners and builders during the review process. Declarant shall have sole and full authority to amend the preferred builder program documentation prior to Turnover, notwithstanding any delegation of reviewing authority to the ARB, unless the Declarant also delegates or assigns to the ARB the right to amend the preferred builder program documentation. Upon termination or delegation of Declarant's right to amend, the Board shall have the right to amend the preferred builder program documentation. Any amendments to the preferred builder program documentation shall be prospective only and shall not require modifications to or removal of structures previously approved once the approved construction or modification has commenced.

4.5 Setback Requirements. To assure that buildings and other structures will be located so that reasonable view, privacy and breeze will be available to the largest practical number of each of the structures built within the Property, setbacks shall be thirty (30') feet from the easements located across the front of each property;

sidelines shall be ten (10') feet on each property sideline and twenty five (25') from the rear property line. Set backs in many cases may be varied by the Reviewer in order to take into consideration specimen trees, topography, as well as other aesthetic and environmental considerations. Individual homes will be located with regard to structures previously built. Reviewer shall approve the precise site, orientation, and location of any structure within the Property. Minimum setbacks shall be as set forth by the most restrictive of the Architectural Design Standards and Guidelines or as required by any applicable governmental applicable laws, regulations, and ordinances, as to the building of any structure or as otherwise provided by a recorded subdivision plat or the zoning ordinances applicable to the Property.

4.6 Tree Removal. No tree that is more than six (6) inches in diameter at a point three (3) feet above the ground shall be removed without the prior written consent of the Reviewer; provided, however, that any trees, regardless of their diameter, that are located within ten (10) feet of a drainage area, a sidewalk, a residence, or a driveway, or any diseased or dead trees needing to be removed to promote the growth of other trees, or for safety reasons, may be removed with the written consent of the Reviewer. The Reviewer may adopt or impose requirements for, or condition approval of, tree removal upon the replacement of any tree removed. Additional clearing or pruning of tree canopies may be required on some Lots as per fire recommendations.

4.7 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Section will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Architectural Design Standards and Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it would be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.8 Variances. The Reviewer may authorize variances from compliance with any of the Architectural Design Standards and Guidelines or the requirements of this Section when circumstances such as topography, natural obstructions, hardship, Community Standards, or aesthetic or environmental considerations, require, or for the general benefit of the Community, but only in accordance with duly-adopted Rules and Regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing by the Reviewer; (b) be contrary to this Declaration; or (c) prevent the Reviewer from denying a variance in other circumstances. For purposes of this Sub-Section 4.8, the inability to obtain approval from any

governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

4.9 Limitation of Liability. The standards and procedures established by this Section are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property but shall not create any duty to any Person. Review and approval of any application pursuant to this Section is made on the basis of aesthetic considerations only and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, or for ensuring compliance with building codes and other governmental requirements, or for ensuring that all structures are of comparable quality, value, or size or of similar design. Neither Declarant, the Association, the Board, the ARB, any committee, board, nor any member of any of the foregoing, shall be held liable for soil conditions, drainage, or other general site work; or for any defects in plans reviewed or approved hereunder; or for any injury, damages, or loss arising out of the manner or quality of approved design construction, or modifications to any lot.
Certificate of Compliance. Any Owner may request that the Reviewer issue a certificate of architectural compliance certifying that on such Owner's Lot there are no known violations of this Article 4 or the Architectural Design Standards and Guidelines. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a certificate shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of such certificate.

5. Maintenance and Repair.

5.1 Maintenance of Lots. Each Owner shall maintain such Owner's Lot and all landscaping and improvements comprising the Lot in a manner consistent with the Governing Documents and the Community Standard.

5.2 Responsibility for Repair and Replacement. Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the Property to a level consistent with the Community Standard. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible. Each owner further covenants and agrees that in the event of damage or destruction of structures on or comprising a Lot, an Owner shall (a) proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with the Architectural Review process set forth herein; or (b) clear the Lot and maintain it in a neat and attractive,

landscaped condition consistent with the Community Standard. Owner shall pay any costs not covered by insurance proceeds.

5.3 Maintenance of Common Area. The Association shall be responsible for maintenance of the Common Area as described in Section 7.2 hereof.

5.4 Maintenance of Limited Common Area. The Association shall be responsible for maintenance of the Limited Common Area as described in Section 7.3 hereof.

6. Membership and Voting Rights in the Association.

6.1 Association Function. The Association is the entity responsible for management, maintenance, operation, governance and control of the Common Area. The Association also is the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and South Carolina law.

6.2 Membership. Declarant, and every Person who is a record Lot Owner of a fee simple or undivided fee simple interest in any Lot shall be a Member of the Association, provided that any mortgagee holding title or interest merely as a security for performance of an obligation shall not be a Member of the Association. If a Lot is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, Member, partner, or trustee, or by the individual designated from time to time by the Owner in a written instrument provided to the Association's Secretary.

6.3 Voting Rights. The Association shall have two (2) classes of voting membership, Class "A" and Class "B".

(a) Class "A". Class "A" Members shall be all Owners, with the exception of the Class "B" Member. Class "A" Members shall be entitled on all issues to one (1) vote for each Lot owned.

(b) Class "B". The Class "B" Member shall be Declarant. Until Turnover, the Class "B" Member shall be entitled to three (3) times the total number of then-existing Class "A" votes. The Class "B" Member may appoint the members of the Board of Directors of the Association until Turnover. The Class "B" membership shall terminate upon Turnover. Following Turnover, Declarant shall be deemed a Class "A" Member entitled to one (1) vote for each Lot Declarant then owns.

6.4 Bylaws. The Bylaws of the Association have been drawn and approved by Declarant to govern meetings, duties, and operations of the Association. Declarant shall cause them to be recorded in the Office of the Register of Deeds for Jasper County, South Carolina as Exhibit "B" to this Declaration. Recordation of the Bylaws shall be deemed to be notice to the Association and all Members thereof.

7. Association Powers and Responsibilities.

7.1 Acceptance and Control of Association Property.

(a) The Association, through action of its Board, may acquire, hold, lease (as lessor or lessee), operate, and dispose of tangible and intangible personal property and real property. The Association may enter into leases, licenses, management agreements, or operating agreements for portions of the Common Area, for such consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by Community organizations and by others, whether nonprofit or for profit, and for the provision of goods or services for the general benefit or convenience of Owners, occupants, and residents of the Community.

(b) Declarant and its designees may convey to the Association, and the Association shall accept, personal property and fee title, leasehold, or other property interests in any of the real property, improved or unimproved, described in Exhibit "A". Upon Declarant's written request, the Association shall re-convey to Declarant any unimproved portions of the Common Area which Declarant originally conveyed to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

(c) Following conveyance of Common Area or Limited Common Area by Declarant to the Association, the Association shall be responsible for management, operation, and control of the Common Area or Limited Common Area and any improvements thereon, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association. The Board may adopt such reasonable administrative rules regulating use of the Common Area and Limited Common Area as the Board deems appropriate.

(d) At the time of Turnover, Declarant shall convey to the Association as Common Area all open spaces and easement areas described on any recorded plats. The roads and any storm water drainage facilities may be conveyed by Declarant to the Association at Turnover or at any time to the Association or to any governmental entity.

7.2 Maintenance of Common Area.

(a) The Association shall maintain, in accordance with the Community Standard, the Common Area, which shall include, without limitation:

(i) all portions of and structures situated on the Common Area;

(ii) landscaping within public and private rights-of-way within or abutting the Property;

(iii) such portions of any additional property included within the Common Area as may be dictated by this Declaration, any Supplemental Declaration, any Covenant to Share Costs, or any contract or agreement for maintenance thereof entered into by the Association.

(iv) all ponds, streams and/or wetlands located within the Property;

(v) any property and facilities that Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Such property and facilities shall be identified by written notice from Declarant to the Association and will remain part of the Common Area maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

(b) The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community Standard.

(c) The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

(d) The Association shall maintain the facilities and equipment within the Common Area in continuous operation, except for any periods necessary, as determined in the Board's sole discretion, to perform required maintenance or repairs, unless Class "A" Members representing 75% of the votes in the Association, and the Declarant prior to Turnover, agree in writing to discontinue such operation.

(e) The costs associated with maintenance, repair, and replacement of the Common Area and the other areas described in this Section 7.2 shall be a Common Expense.

7.3 Maintenance of Limited Common Area.

(a) The Association shall maintain, operate, and insure the Limited Common Areas in a manner consistent with the Governing Documents, the Community Standard, and all applicable covenants. The provision of services in accordance with this Section shall not constitute discrimination within a class.

(b) All costs of maintenance, operation, utilities and insurance for the Limited Common Areas shall be assessed as a Limited Common Area Assessment only against the Lots which have the exclusive use or primary benefit of the Limited Common Areas. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way, and green space between the Limited Common Area and adjacent public roads; private streets within the Property; and lakes or ponds within the Property, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, all Lots which are similarly situated shall be treated the same.

7.4 Insurance.

(a) *Required Coverages.* The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most-nearly equivalent coverages as are reasonably available: (a) property insurance and liability insurance for the Common Area; (b) directors' and officers' insurance; and (c) such additional insurance as the Board, in the exercise of Its business judgment, determines advisable. Premiums for all insurance shall be Common Expenses.

(b) Policy Requirements.

(i) The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Jasper County, South Carolina area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

(ii) The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.4(c). In the

event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owners) and their Lot(s) as a Specific Assessment and other claims may be subrogated to the insurance carrier.

(c) The policy limits shall be, at a minimum, \$2,000,000.00 per person/per occurrence.

(d) *Restoring Damaged Improvements* In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes. Damaged improvements on the Common Area shall be repaired or reconstructed unless Class "A" Members representing at least 75% of the total votes in the Association, and the Declarant before Turnover, decide within 60 days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community Standard. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of its Members and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the membership, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under this Article 7.

7.5 Compliance and Enforcement.

(a) Every Owner and occupant of a Lot shall comply with the Governing Documents. The Board may impose sanctions for violation of the Governing

Documents after notice and a hearing in accordance with the procedures set forth in the Bylaws. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines which shall constitute a lien upon the violator's Lot. (In the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator; provided, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(ii) suspending an Owner's right to vote;

(iii) suspending any Person's right to use any facility within the Common Area; provided, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Lot in violation of the Governing Documents and to restore the Lot to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the Governing Documents and the Architectural Design Standards and Guidelines from continuing or performing any further activities in Rivers Reach; and

(viii) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

(b) In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in the Bylaws:

(i) exercising self-help in any emergency situation (specifically including, without limitation, the towing of vehicles that are in violation of parking rules and regulations); or

(ii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency situation, the Association shall provide the Owner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the Association shall be entitled to recover all costs, including, without limitation, attorneys' fees, expenses, and court costs, reasonably incurred in such action.

(d) The Association, by contract or other agreement, may enforce applicable town and county ordinances and may permit Jasper County or any applicable municipality to enforce ordinances within the Property for the benefit of the public, the Association and its Members.

7.6 Implied Rights: Board Authority.

(a) The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. The Board may exercise all the Association's rights and powers without a vote of the membership except where applicable law or the Governing Documents specifically require a vote of the membership.

(b) The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Common Area, enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Association or its Members.

(c) In exercising the Association's rights and powers, making decisions on behalf of the Association, and conducting the Association's affairs, Board

members shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the Bylaws and the law of South Carolina.

7.7 Safety and Security. Each Owner and occupant of a Lot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security which each person provides for himself or herself and his or her property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. The Association shall have the right, but not the obligation, to maintain guarded or automatic security gates controlling access to the Property. The Board may establish administrative Restrictions and Rules regarding notice requirements and procedures for security personnel and access through any such security gates for Owners and their guests, tenants, and other invitees.

7.8. Provision of Services. The Association may provide, or provide for, services and facilities for the Members and their Lots and shall be authorized to enter into and terminate contracts or agreements with other entities, including Declarant, to provide such services and facilities. The Board may charge use or service fees for any such services and facilities provided at the option of an Owner, or may include the costs thereof in the Association's budget as a Common Expense and assess it as part of the Base Assessment if provided to all Lots. By way of example, such services and facilities might include landscape maintenance, pest control service, cable television service, satellite television service, wireless internet service, telephone service, security, caretaker, transportation, fire protection, utilities, and similar services and facilities. Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, the Board shall be permitted to modify or cancel existing contracts for services in its discretion, unless the provision of such services is otherwise required by the Governing Documents. Non-use of services provided to all Owners or Lots as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

8. Association Finance.s

8.1 Budgeting and Allocating Common Expenses and Assessments.

(a) The Association is hereby authorized to levy assessments against each Lot for Association expenses as the Board may specifically authorize from time to time. There shall be four (4) types of assessments:

- (i) Base Assessments to fund Common Expenses for the general benefit of all Lots;
- (ii) Special Assessments as described in Section 8.3;
- (iii) Specific Assessments as described in Section 8.4; and
- (iv) Limited Common Area Assessments as described in Section 8.5.

(b) The Association is authorized to levy base assessments ("Base Assessments") equally against all Lots subject to assessment to fund the Common Expenses. Declarant may establish the Base Assessment amount and an annual budget, in Declarant's sole discretion, until Turnover. Thereafter, the Board of Directors of the Association shall establish the budget and total Base Assessment amounts, as further provided in this Declaration and in the Bylaws. In all cases, the Common Expenses amount shall be prorated as an Base Assessment among all Class "A" Members, in the same proportion as each Class "A" Member's vote shall bear to the total outstanding votes within the Property. Notwithstanding anything to the contrary herein, no assessments shall be levied against a Lot until the Commencement Date described in Section 8.6. Assessments were not made by the Board to be effective prior to December 31, 2017 and any claims of right to same are herein waived.

(c) The Board shall send a copy of the final annual budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner at least thirty (30) days prior to due date of such Base Assessment.

8.2 Budgeting for Reserves. The Board shall prepare and review at least annually a reserve budget for the Common Area. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect to both amount and timing by annual contributions over the budget period.

8.3 Special Assessments In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Owners representing more than 50% of the total votes allocated to Units which will be subject to such Special Assessment Special

Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.4 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to that Lot upon request of an Owner pursuant to any menu of special services which may be offered by the Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and to cover costs incurred in bringing the Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this subsection.

8.5 Limited Common Area Assessments.

(a) The Board shall prepare a separate annual budget covering the estimated Limited Common Area expenses to be incurred for each particular Limited Common Area during the coming year if applicable. Each such budget shall include any contribution to be made to a reserve fund pursuant to Section 8.2. The budget also shall reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the limited Common Area Lots, and the amount required to be generated through the levy of Limited Common Area and Special Assessments against the Limited Common Area Lots.

(b) The Association is hereby authorized to levy Limited Common Area Assessments against Limited Common Area Lots on a pro rata basis of each Limited Common Area Lot's share of the total expense for the Limited Common Area benefitting such Limited Common Area Lot.

8.6 Authority to Assess Owners: Commencement of Assessments.

(a) Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Section and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Lot at the time of conveyance of the respective Lot by the Declarant to an Owner other than the Declarant ("Commencement Date"); provided, however, that the Commencement

Date of assessments against a Lot owned by an Owner who is a builder approved in the Preferred Builder Program by Declarant may be delayed as determined in writing by Declarant, at Declarant's sole discretion, for a term of up to twelve (12) months from and after the date of conveyance of such Lot to such Owner or until issuance of a certificate of occupancy of a home upon such Lot, whichever occurs first Declarant shall not be responsible or liable for the payment of any assessments in respect to any Lot for which Declarant holds record title and which Lot does not contain an occupied Residential Unit. The first Base Assessment levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot and shall be paid by the Owner upon closing on the purchase of a Lot.

(b) Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately, and may charge interest, per Section 8.8 below.

8.7 Annual Increase Limitation. After December 31, 2019, Base Assessments shall not increase more than twenty per cent (20%) from the prior year's level of Base Assessment.

8.8 Obligation for Assessments.

(a) Each Owner, by accepting a deed for any portion of the Property, is deemed to covenant and agree, and does covenant and agree, to pay all applicable assessments authorized in the Governing Documents. All assessments, together with interest computed from the due date thereof at a rate of 10% per annum or such higher rate as the Board may establish, subject to the limitations of South Carolina law, and late charges as determined by Board resolution, costs, and reasonable attorney's fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at and after the time of conveyance.

(b) Except as stated above in Section 8.1(b), failure of the Board to fix assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as during the last year for which an assessment was made,

if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

(c) No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

(d) Upon written request, the Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.9 Lien for Assessments.

(a) The Association shall have a lien against each Lot to secure payment of assessments, as well as interest, late charges (subject to the limitations of South Carolina law), and costs of collection (including attorney's fees, costs and expenses). Such lien shall be superior to all other liens, except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (ii) the lien or charge of any Recorded first Mortgage (meaning any Recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

(b) The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Lot shall be charged, in addition to its usual assessment, its *pro-rata* share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

(c) Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner (which may be the Mortgagee) to the foreclosed Lot shall not be

personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment, including the purchaser of such Lot, its successors and assigns.

8.10 Exempt Property. The following property shall be exempt from payment of Base Assessments and Special Assessments:

(a) All Common Area and such portions of the property owned by Declarant as are included in the Common Area;

(b) Any property dedicated to and accepted by any governmental authority or public utility; and

(c) Prior to Turnover, Lots owned by Declarant.

8.11 Working Capital Contribution. Declarant, its successors or assigns, shall have the option to implement a working capital contribution requirement which amount would be paid by or on behalf of such purchaser at closing on the purchase of a Lot and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the Bylaws.

8.12 Marketing Committee; Transition Fee. The Association's Board shall appoint a Marketing Committee of three (3) members, one of whom shall be upon the nomination, in writing, of the Board, and the other two of whom shall be upon the nomination, in writing, of Rivers Reach Realty, LLC, its successors and assigns, and none of such three Marketing Committee members need to be Owners. Class "A" Sellers of any improved or unimproved Lots shall pay a Transition Fee which will be 1% of the gross sales price on Lots with homes and 2% of the gross sales price on Lots without homes. This shall be shown on all HUD-1 Settlement Statements. The Transition Fee shall be paid through the closing attorney to the Association, which shall maintain an escrow account for these Transition Fees, and the Marketing Committee may draw upon those funds and direct the use of those funds to market the properties listed for sale in Rivers Reach subject to the provisions set forth in Article 9 hereof, for the purpose of maintaining and increasing values and sales of properties within Rivers Reach. The Transition Fee is applicable to transactions by any and all Owners acquiring their lot from the successor Declarant by deeds dated (regardless of their recording dates) after the recording of the within Amended and Restated Declaration.

9. Additional Rights Reserved to Declarant.

9.1 Marketing and Sales Activities

(a) Subject to applicable zoning regulations, Declarant and builders authorized by Declarant may construct and maintain upon portions of the Common Area such facilities and activities as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction, sale, and resale of Lots, including, but not limited to, business offices, signs, model units, and sales offices. Declarant shall have easements for access to and use of such facilities at no charge.

(b) Subject to applicable zoning regulations, Declarant, its successors and assigns shall have a perpetual right and easement of access, ingress and egress over the Common Area and roads in Rivers Reach for the purpose of real estate marketing and sales on property which it owns or leases in Rivers Reach, listing Lots for sale and resale lease, and conducting advertising and promotional activities to promote Rivers Reach in general, and specific Lots available for sale, including taking and publishing photographs of Lots and Common Areas, and Limited Common Areas.

(c) Rivers Reach Realty LLC, its successors and assigns, is and shall be the only entity at Rivers Reach which may operate a real estate listing and sales office within Rivers Reach. Declarant/or the Association will make available to Rivers Reach Realty LLC, its successors and assigns, land and/or rental space for the location of offices and such operations. This Sub-Section 9.1(c) may not hereinafter be amended without the specific, written consent of Rivers Reach Realty LLC, its successors and assigns. If any provision hereof is broken or changed without the consent thus required above, then Rivers Reach Realty LLC, its successors and assigns, is entitled to recover from the breaching party or parties, including the Association and the Declarant, or successors thereto, actual damages, trebled, together with attorney's fees and litigation costs and, further, is entitled to injunctive relief to compel compliance with the provisions of this Sub-Section 9.1(c) and to specific performance of its requirements and privileges.

9.2 Right to Develop.

(a) Declarant, its successors and assigns, shall have the right to alter, modify and realign the boundaries of the Common Areas and Limited Common Areas and any boundaries of Lots owned by Declarant, and the alteration, modification and realignment of any and all easements and rights of ways for ingress, egress, and regress. Any such alterations may be shown on a new or revised plat recorded by Declarant.

(b) Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

(c)Every Person that acquires any interest in the Property acknowledges that Rivers Reach is a planned community, the development of which is likely to extend over several years, and agrees not to protest, challenge, or otherwise object to changes in the Master Plan, including as it may be amended from time to time, as it relates to the Property.

9.3 Right to Approve Additional Covenants. No Person shall record any declaration of covenants, conditions, and restrictions or declaration of condominium, master deed, or similar instrument affecting any portion of Rivers Reach without Declarant's review and written consent, or following Turnover without the consent of the Association. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently ratified by written consent signed and recorded by Declarant before Turnover, or the Association, as applicable.

9.4 Right to Approve Changes in Community Standards. No amendment to or modification of any Restrictions and Rules or Architectural Design Standards and Guidelines shall be effective, prior to Turnover, without prior notice to and the Declarant's written approval thereof.

9.5 Right to Transfer or Assign Declarant Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or the Bylaws maybe transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under the Governing Documents. No such transfer or assignment shall be effective unless it is in a written instrument Declarant signs and publicly records. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise. Declarant shall assign all of its rights hereunder to the Association when Declarant ceases to own two (2) Lots, or may do so earlier at Declarant's sole discretion.

9.6 Easement to Inspect and Right to Correct. Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Property, including Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling shall be permitted without the consent of the Owner, except in case of emergency. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

9.7. "Right of Way". Whenever Declarant, its successors, or assigns, or the Association is permitted by this Declaration to correct, repair, clear, preserve, or perform any action on the Property, entering the property and taking such action shall not be deemed a trespass.

10. EASEMENTS.

10.1 "Owners". Declarant grants to each owner a nonexclusive right and easement of use, access, ingress, egress, and enjoyment in, over, and to the roads and rights of way within Rivers Reach and the Common area subject to:

- (a) the governing documents and any other applicable covenants.
- (b) any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) the Board's right to:
 - (i) adopt rules regulating use and enjoyment of the Common area, including rules limiting the number of guests who may use the common area;
 - (ii) suspend an Owner's right to use recreational facilities within the common area (A) for any period during which any charge against such Owner's lot remains delinquent, and (B) for a period not to exceed 30 days for a single violation or for a longer period in the case of any continuing violation, of the governing documents after notice and opportunity for a hearing pursuant to the By Laws.
 - (iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration.
 - (iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility, storage facility, etc., situated upon the Common Area.
 - (v) permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, leasees, and guests upon payment of use fees established by the Board.
 - (vi) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth herein. and

(d) provided that neither the Association, its directors and officers, nor Declarant its successors or assigns, shall be liable to any Owner, their lessees and guests for any damage or injury which results from the use of the Common Area, any amenities which may be constructed by Declarant or Association upon the Common Area. The Common Area and any amenities which may be constructed upon the Common Area are for the use of the Members of the Association and their lessees and guests at their own risk.

10.2 Limited Common Areas.

(a) *Purpose.* Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of particular Owners. By way of illustration and not limitation, Limited Common Areas may include dock access easements and docks, entry features, recreational facilities, landscaped medians and cul-de-sacs, lakes, and other portions of Property or Common Area within a particular portion of the Property. All costs associated with maintenance, utilities, repair, replacement, and insurance of a Limited Common Area shall be a Limited Common Area Assessment allocated among the Owners of Limited Common Area Lots to which the Limited Common Areas are assigned.

(b) *Designation.*

(i) Initially, any Limited Common Area shall be designated as such in the deed conveying such area to the Association or on the subdivision plat relating to such Common Area; provided, any such designation shall not preclude Declarant from later assigning use of the same Limited Common Area to additional Lots, so long as Declarant owns any portion of the Property.

(ii) Thereafter, a portion of the Property may be designated as Limited Common Area and Limited Common Area may be redesignated upon approval of the Board and the vote of Members representing a majority of the total Class "A" votes in the Association, including a majority of the Class "A" votes of Members owning Lots affected by the proposed designation or redesignation. As long as Declarant owns any portion of the Property, any such designation or redesignation shall also require Declarant's written consent.

(c) *Use by Others.* Upon approval of a majority of Owners of Lots within the District to which any Limited Common Area is designated, the Association may permit Owners of Lots in other Districts to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the District Expenses attributable to such Limited Common Area.

10.3 Easement for Utilities.

(a) Unless otherwise noted on any recorded plat, or herein, easements ten (10) feet in width are reserved from the front Lot boundary line, and easements five (5) feet in width are reserved from each side Lot boundary line, and from the rear Lot boundary line, for the installation, maintenance, and repair of any utility services or drainage facilities, including without limitation, water, sewer, telephone, gas, cable television, electricity, and drainage ditches or swales.

(b) Declarant reserves for itself, so long as Declarant owns any Property or real property owned by Declarant adjacent to the Property, and grants to the Association and all utility providers, perpetual non-exclusive easements throughout the Property (but not through a structure) to the extent reasonably necessary for the purpose of:

(i) installing utilities and infrastructure to serve the Property and any real property owned by Declarant adjacent to the Property, cable and other systems for sending and receiving data and/or other electronic signals, security and similar systems, walkways, pathways and trails, drainage systems, street lights, and signage on property which Declarant owns or within public rights-of-way or easements reserved for such purpose on recorded plats;

(ii) inspecting, maintaining, repairing, and replacing the utilities, infrastructure, and other improvements described in Section 10.2(a); and

(iii) access to read utility meters.

10.4 Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, in Declarant's sole discretion, in connection with the orderly development of the Property. The location of such easements shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

10.5 Minimal Interference. All work associated with the exercise of the easements described in Sections 10.3 and 10.4 shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an

emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

10.6 Easement to Association for Maintenance, Emergency, and Enforcement.
Declarant grants to the Association easements over the Property as necessary to enable the Association to fulfill the Association's maintenance, enforcement, and other responsibilities hereunder. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. Such right maybe exercised by any member of the Board and its duly-authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

10.7 Easement to Inspect and Right to Correct. Declarant reserves for itself and others Declarant may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Property, including Lots, and a perpetual, nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling shall be permitted without the Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise.

10.8 Easement for Walks, Trails & Signs and Perimeter Walls.

(a) Declarant hereby reserves for itself the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over, and across those strips of land ten (10) feet in width extending from the front Lot boundary lines adjacent to rights of way for the installation, maintenance, and use of sidewalks, traffic directional signs, and related improvements; provided, however, that Declarant shall have no obligation to construct any such improvements.

(b) Except for the riverfront-side and the saltmarsh-side of Lots, Declarant hereby reserves for itself, the Association, and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over, and across those strips of land fifteen (15) feet in width extending from the boundary line of a Lot that also constitutes the perimeter boundary of the Property, with such easement to be used for the purpose of constructing, installing, replacing, repairing, and maintaining a walking trail, perimeter wall, and/or fence around the perimeter boundary of the property; provided, however, that neither Declarant nor Association shall have any obligation to construct any such walking trail, perimeter wall, or fence.

10.9 Easement for Special Events. Declarant reserves for itself; its successors, assigns, and designees, a perpetual, non-exclusive easement appurtenant over the Common Area for the purpose of conducting educational, cultural, recreational, entertainment, or sporting events, sales and marketing, and other activities of general Community interest at such locations and times as Declarant, in Declarant's sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of the rights reserved under this easement may result in an increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of Owner's Lot to take no action, legal or otherwise, which would interfere with the exercise of such rights or to recover damages for or as the result of any such activities.

10.10 Easement for Park and Walking Trail Access. Declarant hereby grants to the Owners a perpetual, non-exclusive easement over and across any areas designated as parks, recreation areas, walking trails or paths on any recorded plat, provided that the use of such facilities shall be governed by the Restrictions and Rules.

10.11 Easement of Encroachment. If any portion of the improvements constructed on the Common Area encroaches upon a Lot or if any improvement constructed on a Lot unintentionally encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists; provided, however, if any improvement on a Lot or the Common Area is knowingly and willfully constructed, reconstructed, or repaired so as to encroach, respectively, on the Common Area or a Lot, no such easement shall exist and the same shall be promptly remedied by the responsible party.

10.12 Private Dock Access Easements. Declarant, or its successors or assigns, may establish shared dock easements over Lots for access to Private Docks for the benefit of particular Lot Owners. Use of such easements shall be governed by individual dock easement agreements which shall be binding upon and run with the Lots so benefited and burdened by such dock easement. The use of dock easements established under this provision shall be limited to the particular Lot Owners as described in such easement. The cost of construction, maintenance, insurance, utilities, and other expenses related to the dock and the dock access easement shall be shared equally among the particular Lot Owners as more particularly described in such dock easement agreement.

(a) The South Carolina Department of Health and Environmental Control has approved a Master Dock Plan for the Community involving Bulk Permitting of Docks. Under the Master Dock Plan, the riverfront Lots and the available docks are

organized, to serve multiple riverfront Lots but share a particular Private Dock. Understanding that not all Owners of riverfront Lots who are eligible to share a particular Private Dock will want to move forward with construction and utilization of such Private Dock at the same time, the following rules are adopted:

(i) The first one who wants to build a Private Dock pays for the dock, the water tap fee and the electrical service to the dock. The Owners having eligibility rights to the utilization of a Private Dock must enter into a Private Dock use, operation, maintenance and access agreement whereunder all other parties having rights to the use of that dock may use the easement [see below Sub-Section 10.12(a)(vi)] along the riverfront of each riverfront Lot for purposes of that access;

(ii) Such Owner must reimburse the Owner of the Lot who paid for the original Private Dock construction, water and electrical tap fee on a *pro-rata* basis. The *pro-rata* basis shall be determined by counting the number of Lots which have a right to use and access of a particular Private Dock and dividing that number into 1.00, the result of which will be a *pro-rata* percentage of cost which the later dock user must first pay. For example, if the Private Dock cost \$100,000 and the water tap fee cost \$1,000 and the electrical service connection and meter cost \$1,000, the total cost is \$102,000, paid by the first Private Dock user. If that Private Dock is set up under the Master Dock Plan to be available for use by three (3) eligible Lots, then the second such Lot to avail itself of those rights must reimburse the first Lot Owner one-third of \$102,000, which is the sum of \$34,000, and so on;

(iii) Thereafter, all Lot Owners availing themselves of use and access rights to that dock will, on a quarterly basis, or such different schedule as the dock-using Lot Owners work out amongst themselves in their agreement, reimburse the original dock user, in whose name the water and electrical accounts were established, his/her/its successors and assigns, their *pro-rata* share of such on-going periodic water and electrical service charges.

(iv) The Association will develop recommended forms of dock use, operation, maintenance and access agreements for use by the Owners;

(v) No Private Docks may be erected or maintained on any lakefront lots or canals within the Community, except as such as may be erected by the Declarant or the Association for recreational use in the Community, or for maintenance and repair purposes;

(vi) The dock access easement area shall be an 8' wide strip along the riverfront side of all riverfront Lots having use and access rights with respect to a Private Dock within the Community and that easement shall allow transverse,

ingress, egress and regress to and from the subject Private Dock to those persons having rights of use thereof, and shall also be used for installation and maintenance of water and electrical service utilities related to such Private Dock, and such easement shall be pertinent to the land, and be in perpetuity, shall be non-exclusive, and each such Owner shall be responsible for the maintenance, repair and upkeep of the portion of that Private Dock access easement area located on his/he/its specific Lot;

(vii) Defined Terms for Private Docks. Any capitalized term not defined herein shall have the meaning, if any, found in the Declaration. In addition to the defined terms elsewhere in the Declaration, the following words and terms shall have the following meanings:

(aa) "Dock" shall mean any structure built seaward of the SCDHEC/OCRM Critical Line, including but not limited to walkways, pierheads, floating docks, gangways, pavilions, boat lifts, moorings or any other similar structures or improvements.

(ab) "Dock Escrow Contribution" shall mean the *pro-rata* share of each Lot within a Dock Group of the estimated cost of construction of the Private Dock for that Dock Group.

(ac) "Dock Group" shall mean each cluster of riverfront Lots which share a Private Dock.

(ad) "Dock Owner" shall mean the Owner of a Lot within a Dock Group.

(viii) Designation of Lots. The following Owners shall have the exclusive use and benefit of the Limited Common Area and Private Dock Easements designated herein:

(aa) Lots 118, 119, 120 and 121 ("Dock Group 1") shall have the exclusive use and benefit of the Limited Common Area and Private Dock Easement located on the border of Lots 117 and 118.

(ab) Lots 122, 123 and 124 ("Dock Group 2, The Crabbing Dock Group"), shall have the exclusive use and benefit of the Limited Common Area and Private Dock Easement located on Lot 124.

(ac) Lots 125, 126, 127 and 128 ("Dock Group 3") shall have the exclusive use and benefit of the Limited Common Area and Private

Dock Easement located on the border of Lots 126 and 127, provided a crabbing dock permit is issued by OCRM.

(ad) Lots 129, 130 and 131 ("Dock Group 4") shall have the exclusive use and benefit of the Limited Common Area and Private Dock Easement located on the border of Lots 130 and 131.

(ae) Lots 132, 133 and 134 ("Dock Group 5") shall have the exclusive use and benefit of the Limited Common Area and Private Dock Easement located at the border of Lots 132 and 133.

(af) Lots 167, 169, 171 and 172 ("Dock Group 6") shall have the exclusive use and benefit of the Limited Common Area and Private Dock Easement located on the border of Lots 169 and 171.

(ag) Lots 174, 176, 178 and 179 ("Dock Group 7") shall have the exclusive use and benefit of the Limited Common Area and Private Dock Easement located on the border of Lots 176 and 178.

(ah) Lots 180 and 181 ("Dock Group 8") shall have the exclusive use and benefit of the Limited Common Area and Private Dock Easement located on the border of Lots 180 and 181.

(ai) Lots 160, 161 and 162 ("Dock Group 9") shall have the exclusive use and benefit of the Limited Common Area and Private Dock Easement located on the border of Lots 161 and 162.

(aj) Lots 163 and 164 ("Dock Group 10") shall have the exclusive use and benefit of the Limited Common Area and Private Dock Easement located on the border of Lots 163 and 164.

(ak) In addition to the Lots named in the above Dock Groups 1 through 10, other future Docks and related Limited Common Areas and Private Dock Easements are contemplated hereunder, as approved by and subject to that certain Master Dock Plan and Permit issued by the South Carolina Department of Health and Environmental Control, and any all amendments thereto, Permit #: _____.

(b) Any Dock constructed on the Limited Common Area and Private Dock Easement described above shall constitute a "Private Dock", as described in this Amendment.

10.13 Rules and Regulations. In addition to the provisions of the Declaration, the following rules and regulations shall apply to the Limited Common Area so designated in Sub-Section 10.12(a)(vii) above, including any dock, pier or other structure attached thereto:

(a) All Dock construction will require a County/State permit as well as Reviewer approval. Dock walkways may not exceed four (4') feet in width.

(b) Dock lights must be subdued. Timers or motion detectors must be installed to limit light usage to times when the dock is being used.

(c) Access from the Dock Group Lots to the Dock should be such that minimal disruption to vegetation in the easement and setback takes place.

(d) Boat lifts may be permitted, however plans must be submitted for approval prior to installation. The Reviewer will draft, and provide to interested Owners, specific construction guidelines for all Docks, which shall detail the size, structure, design and materials which may be used.

(e) Covered pier heads are not permitted.

(f) Any modifications to Private Docks and privately-owned bulkheads will require all government and Reviewer approvals.

(g) The Private Dock Easements shall be used solely for the purpose of obtaining access to the Private Docks located thereon by the Lot Owners specified for such use, and for the construction, repair and maintenance of the Private Dock.

(h) Lot Owners entitled to use any Dock Easement and associated Private Dock are to give consideration to the other Owners; to keep the area free of debris and obstruction; to recognize the rights of enjoyment of each Owner and members of their family. No activities are to be allowed on the Limited Common Area or Private Docks which are illegal or which may become an annoyance or nuisance to the Owners or other Lot Owners in the Community. No garbage, trash bags, or other waste shall be allowed to accumulate along any Limited Common Area or on the Private Docks, which are to be kept in a clean and sanitary condition. No obstruction shall be placed temporarily or permanently across any Private Dock Easement.

(i) Traffic across and upon and over the Private Dock Easements shall be only by electric cart, bicycles, or pedestrian traffic. Specifically excluded, but not limited to, are the following means of transportation: motorcycles, automobiles or trailers

with watercraft, i.e. jet skis. Provided, however, bicycles, without attachments or trailers, may remain within the Dock Easement upon reaching the dock area and parked immediately adjacent to the dock. No bicycles shall remain overnight. No more than five (5) bicycles shall be parked at any time in each designated area.

(j) Private Docks and their Private Dock Easements are for the use only of the Dock Owners listed above, their invitees and guests, who while using the Private Docks and Private Dock Easements must be accompanied by a Dock Owner or a member of Dock Owner's family living on the premises, or must be a tenant of the Dock Owner, or invitee or guest of a tenant of the Dock Owner.

10.13 Permits for Construction. The Declarant has completed and obtained regulatory approval of a Master Dock Plan for the Community. Lot Owners not having the right to use a Private Dock Easement designated herein shall not be authorized to construct a Dock or to apply for a permit for construction of a Dock or seek to modify or amend the Master Dock Plan, and any attempt to do so shall constitute a violation of the Governing Documents.

11. Supplemental Declarations.

11.1 By Declarant. Declarant, or its successors or assigns, may submit to the provisions of this Declaration other real property, near or adjacent to the Property, by recording a Supplemental Declaration describing the additional property to be submitted, without the consent of any Owner, other than the owner of such additional property. Declarant's right to submit additional property to the Declaration shall expire with Turnover. The Supplemental Declaration shall be signed by Declarant and the owner of the additional property, if not Declarant.

11.2 By Association. Following Turnover, the Association may submit to the provisions of this Declaration property adjacent to the Property by recording a Supplemental Declaration describing the additional property to be submitted, upon the affirmative vote of Class "A" Members representing more than fifty percent (50%) of the votes of the Association at a meeting duly called for such purpose. The Supplemental Declaration shall be signed by the President and Secretary of the Association and by the owner of the additional property, if not the Association.

12. Changes in Ownership of Lots. Any Owner desiring to sell or otherwise transfer title to his or her Lot shall give the Association's Secretary or other authorized agent at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including assessment obligations

and the obligation to pay fees upon transfer until the date upon which such notice is received by the Board, notwithstanding the transfer of title.

13. Subdivision of Property. Once a lot has been conveyed by the Declarant to an Owner, the Lot shall not be further subdivided except with the written consent of the Declarant. A individual or group purchasing two lots that are adjacent and contiguous can elect two combine the lots. If combined the POA will eliminate the POA annual fee on one of the two lots as long as the combined lots are combined at the County level and recorded. Failure to obtain County approval automatically disqualifies the lot Owner for any reduction of POA fees. Purchaser can build a single dwelling on the combined lots . If Purchaser after combining the lots elects to build on one of the two lots combined rather than on both lots will automatically eliminate the second lot from obtaining a building permit. In addition should Purchaser elect to enjoin the combined lots with an additional contiguous lot there will be no further reductions in POA fees. The lot Owner of the combined lots will be required to pay POA fees on two of the three lots combined.

14. Dispute Resolution.

14.1 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Declarant, the Association and its officers, directors, and committee, members and all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Section (collectively, "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in subsection (b) below, unless and until such Bound Party has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 14.2 in a good faith effort to resolve such Claim.

(b) As used in this Section, the term "Claim" shall refer to any claim, grievance or dispute arising out of or relating to the interpretation, application, or enforcement of the Governing Documents;

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

(iii) the design or construction of improvements the Community, other than matters of aesthetic judgment related to Reviewer matters, which shall not be subject to review; except that the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 14.2:

(iv) any suit by the Association to collect assessments or other amounts due from any Owner;

(v) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the *status quo* and preserve the Association's ability to enforce the provisions of the Governing Documents;

(vi) any suit between Owners, which does not include Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents;

(vii) any suit in which any indispensable party is not a Bound Party; and

(viii) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 14.2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Chapter.

14.2 Dispute Resolution Procedures.

(a) *Notice.* The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the Claimant's proposed resolution or remedy; and

(iii) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) *Negotiation.* The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation

(i) If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in subsection 14.2(a) (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Jasper County area.

(ii) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

(iii) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

(iv) Each Party shall bear its own costs of the mediation, including legal fees, and each Party shall share equally all fees charged by the mediator.

(d) *Settlement.* Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees, and court costs

14.3 Initiation of Litigation by Association. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote of 75% of the total votes in the Association, except that such advance approval shall be required for actions or proceedings:

(a) Prior to Turnover;

(b) Initiated to challenge *ad valorem* taxation or condemnation proceedings.

© instituted against it.

This section shall not be amended unless such amendment is approved by the same 75% percentage of votes necessary to institute such proceedings, and before Turnover with consent of Declarant.

15. Amendment of Declaration.

(a) against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(b) to defend claims filed against the Association or to assert counterclaims in proceedings

15.1 By Declarant.

_____ (a) In addition to specific amendment rights granted elsewhere in this Declaration, until Turnover, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Property, or any portion thereof; (iii) to enable any institutional or governmental lender, or purchaser of mortgage loans, including to make, purchase, insure, or guarantee mortgage loans on the Property, or any portion thereof; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

(b) In addition, so long as Declarant owns any portion of the Property, Declarant may unilaterally amend this Declaration for any other purpose,

provided the amendment does not adversely affect the rights granted to Owners hereunder, in a legally-material way, without the consent of the Owners so affected.

15.2 By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration maybe amended only by the affirmative vote or written consent, or any combination thereof, of Class "A" Members representing 75% of the total votes in the Association, and prior to Turnover Declarant's consent. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

Date.

15.3 Validity and Effective Date.

(a) No amendment may remove, revoke, or modify any right or privilege of Declarant, before or after Turnover, without the written consent of Declarant (or the assignee of such right or privilege).

(b) If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(c) Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

16. Option to Repurchase.

16.1 Applicability. Except for sales and conveyances by Declarant, no Lot may be transferred by any Owner except in compliance with the provisions of this Section 16.

16.2 Option.

(a) Declarant shall have, and has, a right and option with regard to any *bona fide* offer which an Owner receives for the purchase of a Lot. Before any Lot (or any ownership interest in a Lot) may be sold to any Person other than Declarant or its successors or assigns, the Owner of such Lot shall first notify Declarant of Owner's receipt of an offer in writing to purchase such Lot, and shall provide a complete copy thereof to Declarant, which shall have an option for thirty (30) days within which to give

notice of its intent to purchase said Lot on the same price, terms and conditions as in said offer, and then another thirty (30) days within which to close.

(b) Upon receipt by an Owner of a bona fide written offer to purchase an unimproved Lot, such Owner shall send to Declarant a copy of such bona fide offer along with written notification with a delivery date and receipt date indication that such Owner is offering the Lot for sale to Declarant pursuant to this right of first refusal at the same price as set forth in said offer. If Declarant or its successors or assigns does not accept or reject in writing said offer of sale within ten (10) business days from the date of receipt of same, then the Owner of such Lot shall have the right to sell the Lot to the third party making such bona fide offer pursuant to such bona fide offer, without any further additional obligation to offer the Lot to Declarant

(c) This Article 16 shall not be applicable with respect to any foreclosure sale pursuant to a mortgage on an unimproved Lot or a deed in lieu of foreclosure which is made and delivered in good faith.

(d) In each instance where an offer to purchase a Lot is presented to Declarant by an Owner pursuant to the option granted in this Section, Declarant shall determine in Declarant's sole discretion and on a case-by-case basis whether to exercise Declarant's right of first refusal. If Declarant declines to exercise Declarant's option or does not respond within the time period described above, Declarant shall execute and deliver to such Owner a waiver of repurchase option in recordable form, which shall require signature by Owner's Buyer, agreeing to abide by the then-Governing Documents.

(e) Should an Owner fail to comply with the provisions of Section 16 and sell a Lot without first offering said Lot to Declarant in accordance with the terms of this Article 16, then the purchaser of such Lot shall purchase such Lot not free and clear from, but still subject to Declarant's option, and Declarant shall thereafter at any time have the right to purchase such Lot, whether or not the Lot is subsequently improved, from the purchaser or any successor in title of the Lot at the price as set forth in the original bona fide offer to purchase upon which such sale of the Lot was based, and Declarant also shall be entitled to pursue any other rights and remedies available at law or in equity for the violation of this Section 16.

16.3 Exemption for Death of an Owner or Gift. The transfer of any Lot (a) to the personal representative, heirs, trustees, successors, and/assigns of any Owner who dies while owning any Lot, or (b) to the donee of an *inter vivos* gift of a Lot from an Owner, shall not be subject to the provisions of this Article 16, but any subsequent sale, transfer, and conveyance of such Lot shall be governed by the provisions of this Article 16.

16.4 Transfers to Declarant. In the event that Declarant exercises Declarant's option pursuant to this Article 16, the closing of the conveyance of such Lot to Declarant shall occur within sixty (60) days after receipt by the Owner of written notice from Declarant within the two time period described in Section 16.2 that Declarant elects to exercise Declarant's right of first refusal with respect to such Lot. At the closing, Declarant shall make payment to such Owner of the purchase price as described in the *bona fide* written offer, in cash or cash equivalent. The Owner shall deliver to Declarant a general warranty deed conveying fee simple marketable title to the Lot free and clear of all exceptions except the lien of *ad valorem* taxes for the current year (which shall be prorated), and any other exceptions that may be approved by Declarant. In the event that the closing occurs after the death of an Owner, Declarant may, in Declarant's discretion, require the personal representative of the Owner to post such bonds or other assurances as Declarant may deem reasonable in order to protect Declarant from any loss which might be caused by the failure to pay any federal or state taxes or the failure to pay the claims of any creditors who may have a lien on the Lot superior to Declarant rights as purchaser of such Lot.

16.5 No Further Documentation Required. Declarant's option reserved by Article 16 shall run with the title to the Property, and shall be binding upon each purchaser of a Lot. The provisions of this Article 16 shall constitute record notice to all purchasers of Lots in the Community, and no additional language in any deed of conveyance of a Lot and no recording of additional instruments shall be required to notify Owners of Lots of Declarant's option.

17. Miscellaneous.

17.1 Severability and Rule Against Perpetuities. The invalidation by any court of any restrictions of this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect. If any provisions of this Declaration would violate the rule against perpetuities or any other limitation on the duration of the provisions contained herein and imposed by law, then such provision shall be deemed to remain in effect only for the maximum period permitted by law or until twenty-one (21) years after the death of the last survivor of the now living descendants of President George W. Bush and the original Owners of Lots other than Declarant in the Property.

17.2 Interpretation. In all cases, the provisions of this Declaration shall be given that reasonable interpretation or construction which will best effect consummation of the general plan of land use restrictions and affirmative obligations of the Property, which will carry out the intent of the Declarant as expressed in the recitals of this Declaration, and which will preserve the Property as a situs for an attractive, well-maintained, privately-governed residential Community. Contrary to the restrictive common law rule of construction, this Declaration shall by this Covenant be interpreted

broadly to touch and concern the Property with recognition of modern economic, land use planning and real estate finance and development principles, theories and practices. It is the Declarant's intent, and all Lot Owners who take subject to the Declaration, do covenant and agree, and are thereby estopped from denying, that any reserved right or function of the Declarant and/or Association, and any other covenant condition, restriction or obligation within this Declaration is intended to promote the use and enjoyment of the Property, is intended to foster the creation, preservation or enhancement of economic or intangible values associated with the Property, and does touch and concern, benefit and burden and run with the Property. The provisions of this Declaration shall be given full force and effect notwithstanding the existence of any zoning ordinance which allows a less restricted use of the Property.

17.3 No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provisions of this Declaration.

17.4 Captions. The captions and headings in this instrument are for convenience only and shall not be considered in construing any provisions of this Declaration.

17.5 No Implied Liabilities or Duties. Any rules or regulations established by the Declarant or Association pursuant to this declaration shall not expressly or impliedly create any duty of care to any owner.

17.6 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area or Limited Common Area. No Person may seek any judicial partition of the Common Area or Limited Common Area unless that Area has been removed from the provisions of this Declaration. This section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring or disposing of real property which may or may not be subject to this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed the day and year first above.

Rivers Reach at Pocotaligo

WITNESSES:

By: Robert L. Wolfson, Managing Member

Exhibit A

**JOINDER OF CONSOLIDATED VENTURES, LLC,
A SOUTH CAROLINA LIMITED LIABILITY COMPANY**

Consolidated Ventures, LLC, a South Carolina limited liability company, here joins in this Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Rivers Reach (Formerly known as The Settings of Mackay Point)(“Declaration”),

a. And hereby submits to the Declaration all those certain Lots within Rivers Reach, now owned by Consolidated Ventures, LLC and listed on Exhibit A-1 of this Declaration; and

2. Ratifies, confirms all provisions of the Declaration.

Consolidated Ventures, LLC

By:

Its:

Robert Wolfson
Mandy Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF Beaufort)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Robert L. Wolfson, Managing Member of Rivers Reach at Pocotaligo LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 24 day of October, ~~2018~~ 2019

Shawna Maxwell

Notary Public for South Carolina

My Commission Expires: April 23, 2028



PROPERTY DESCRIPTION

ALL those certain pieces, parcels or tracts of land, situate, lying and being in Jasper County, South Carolina, described as

Parcel A containing 83.46 acres, more or less,
Parcel B containing 27.61 acres, more or less,
Parcel C containing 4.00 acres, more or less,
Parcel E containing 73.86 acres, more or less,
Parcel F containing 4.00 acres, more or less,
Parcel G containing 24.40 acres, more or less, and
Parcel H containing 93.86 acres, more or less

all as more particularly shown on a plat entitled "A Boundary Survey of A 327.92 Acre Parcel, Pocotaligo Area, Jasper County, South Carolina", dated March 1, 2005, last revised March 28, 2005, prepared by TGS Land Surveying, certified by Thomas G. Stanley, Jr., PLS (SC #18269), and recorded in the Office of the Cleric of Court for Jasper County, South Carolina in Plat Book 28 at Page 234 on October 21, 2005.

The above described property is a portion of the same property conveyed to The Settings of Mackay Point, LLC by deed from Point South Investors, dated October 20, 2005, and recorded October 21, 2005, in the Office of the Register of Deeds for Jasper County, South Carolina in Deed Book 331 at Page 281 and by deed from Point South Investors dated April 27, 2006 and recorded May 5, 2006 in the Office of the Register of Deeds for Jasper County, South Carolina in Book 424 at Page 221.

TM: 091-00-03-011

TM: 091-00-01-21

TM: 091-00-01-020

TM: 091-00-01-51

TM: 091-00-01-016

TM: 091-00-03-19

TM: 091-00-03-020

TM: 091-00-03-22

TM: 091-00-03-023

TM: 091-00-03-24

TM: 091-00-03-025

TM: 091-00-03-26

TM: 091-00-03-04

Exhibit B

Note: Parcel D Containing 16.73 Acres (TM: 091-00-03-021), As Shown on the above Plat, it is not included in this property Description. Exhibit B. By Laws of Rivers Reach.

Exhibit C
“By Laws”

Recorded in
OR BK 1021
Page 880

EXHIBIT A

D

**Initial Restrictions and Rules for
Rivers Reach**

The following restrictions shall apply to all of the property subject to this Declaration until such time as they are amended, modified, repealed, or limited pursuant to Section 3 of the Declaration.

1. General. The property subject to the Declaration shall be used for residential, recreational, and related purposes (which may include, without limitation, an information and /or a sales office for any Real Estate Broker retained by Declarant to assist in the sale of property described in "Exhibit A", Offices for any property manager retained by the Association, or business offices for the Declarant or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within the property unless expressly authorized by, and then subject to such conditions as may be imposed by, the board of Directors:

a. Parking any vehicles on public or private streets or thoroughfares;

b. Parking of Commercial vehicles or equipment, mobile homes, residential trailers, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area.

c. Except as provided by the Declaration, raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats,, or other usual and common household pets may be permitted in a Lot; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Owners shall clean up after their dogs and properly dispose of any waste. Pets shall be registered, licensed and inoculated as required by law.

d. Any activity which emits foul or obnoxious odors outside the lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other lots;

- e. Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
- f. Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Lot;
- g. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots;
- h. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;
- i. Use and discharge of firecrackers and other fireworks;
- j. Dumping grass clippings, rocks, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch or body of water, or elsewhere within the Property, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff;
- k. Accumulation of rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers;
- l. Obstruction of the Common Area, including, without limitation, any recreational vehicle or boat storage area, nor keeping, parking, or storing of any item on any part of the Common Area; provided, however, that with the prior written approval of the Board of Directors, an Owner or Owners may reserve portions of the Common Area for use for a period of time as established by the Board. Any such Owner reserving a portion of the Common Area as provided herein shall assume all risks associated with the use of the Common Area and all liability for any damage or injury to any Person or thing as a result of such use. Neither Declarant nor the Association shall not be liable for any damage or injury resulting from such use unless such damage or injury is caused solely by the willful act or gross negligence of the Declarant or the Association or their agents or employees.
- m. Obstruction or rechanneling streams or drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;
- n. Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams, lagoons, or other bodies of water within the Property, except that the Board may permit the use of certain types of watercraft owned by an Owner or the Association in designated areas. Boating on bodies of water that are navigable to the

Pocotaligo River or other navigable bodies of water and issuing from the shore of the Property to navigable bodies of water or other bodies of water that the Association may designate shall be permitted, with such licenses as may be required by South Carolina law. Declarant, its successors and assigns, shall be permitted and shall have the exclusive right and easement to draw water from lakes, ponds, lagoons, and streams within the Property for purposes of irrigation and such other purposes as Declarant shall deem desirable. Declarant and the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, lagoons, streams and other bodies of water within or adjacent to the Property;

o. Subdivision of a Lot into two or more Lots, or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and Recorded, except that Declarant shall be permitted to subdivide or replat Lots which it owns;

p. Use of any Lot for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, except that the Declarant and its assigns may operate such a program with respect to Lots which they own;

q. Discharge of firearms, except by persons whom the Board may designate from time to time to help control wildlife within the Property; provided, the Board shall have no obligation to take action to prevent or stop the unauthorized discharge of firearms;

r. On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Section 4 of the Declaration;

s. Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve door-to-door solicitation of residents of the Property; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Property which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the Board's sole discretion.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or

services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant, its successors or assigns;

t. Capturing, trapping, or killing of wildlife within the Property, except in circumstances posing an imminent threat to the safety of persons using the Property and by such persons as the Board may designate from time to time to control wildlife populations within the Property.

u. More than two (2) occupants regularly residing in any bedroom within a residence.

3. Prohibited Activities.

a. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Property or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

b. The occupancy in a structure of a temporary nature, including without limitation, the following: tent, shack, garage, barn mobile home or trailer, or other building, at any time as a residence, either temporarily or permanently.

c. Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval pursuant to Section 4;

d. Allowing garage doors to remain open except during times of ingress and egress from the garage;

e. Operation of motorized vehicles off of roadways except for public safety vehicles;

f. Any construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Lot or a structure on a Lot, whether such portion is improved or unimproved, except in strict compliance with the provisions of Section 4 of the Declaration. This shall include, without limitation: signs; basketball hoops, swing sets, and similar sports and play equipment; exterior lighting; exterior siding or paint color; mailboxes; clotheslines; sculptures, fountains, flags, holiday and seasonal ornamentation, and similar exterior ornamental items; garbage cans; woodpiles; swimming pools, spas, or hot tubs or other water features; storage sheds; garages; tree

houses; play houses; docks, piers and similar structures; hedges; walls; dog runs or animal pens; fences of any kind; and satellite dishes and antennas, except that:

- i. an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;
- ii. an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or
- iii. an antenna that is designed to receive television broadcast signals;

(collectively, "Permitted Antennas") shall be permitted on Lots, subject to such reasonable requirements as to location and screening as may be set forth in the Architectural Design Standards and Guidelines, consistent with applicable law, in order to minimize obtrusiveness of such antennas as viewed from streets and adjacent property. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Property, should any master system or systems be utilized by the Association and require such exterior apparatus.

4. Prohibited Conditions. The following shall be prohibited on the Property:

- a. Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property;
- b. Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated, or otherwise fallen into disrepair; and

5. . Leasing of Units. "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing and shall require minimum lease term of ninety (90) days. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Restrictions and Rules, all as may be amended.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

**FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF
THE SETTINGS AT MACKAY POINT
(HEREAFTER KNOWN AS RIVERS
REACH)**

This First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Settings at Mackay Point is made and declared this 24th day of ~~January~~ ^{November} 2014 by Rivers Reach at Pocotaligo, LLC, a South Carolina limited liability company, sometimes called Rivers Reach at Pocotaligo, LLC, the (“Successor Declarant”).

RECITALS

WHEREAS, The Settings at Mackay Point is a community (“Community”) in Jasper County, South Carolina which was created by The Settings at Mackay Point, LLC, which served as the original “Declarant” (“Original Declarant”) under that certain Declaration of Covenants, Conditions and Restrictions for The Settings at Mackay Point, dated August 28, 2006 and then recorded August 31, 2006 in the Office of the Register of Deeds for Jasper County, South Carolina, in Book 463 at Pages 135 – 210 (“Declaration”); and


WHEREAS, the Original Declarant sold certain residential lots within the Community and thereafter abandoned further development and retail sales of lots within the Community; and

WHEREAS, Successor Declarant has since acquired ownership of the Original Declarant’s remaining assets in the Community (including residential lots, proposed residential lots, tracts, parcels and strips of land, roads, amenity sites, infrastructure, access to bond proceeds, and the Declarant’s Rights of the Original Declarant); and

WHEREAS, Rivers Reach at Pocotaligo, LLC (sometimes called Rivers Reach at Pocotaligo, LLC) is the Successor Declarant under the Declaration, by virtue of that certain Absolute Assignment of Rights, dated May 7, 2014, and recorded in Volume 0873 at Pages 0818-0819 in the Office of the Register of Deeds for Jasper County, South Carolina, wherein the Original Declarant assigned all such Declarant’s Rights to the Successor Declarant, and the Successor Declarant may now exercise such rights as are reserved to the Declarant under the said Declaration, Bylaws, etc.; and

WHEREAS, Article 15 of the Declaration, in Section 15.1, provides as follows:

“15.1 By Declarant.


201900005299 10/24/2019 AT 01:14 PM
OR Book 1021 Page 0881 - 0884
Filed for Record in JASPER COUNTY ROD
Amended ByLaws & Covdtee: \$25.00

a) In addition to specific amendment rights granted elsewhere in this Declaration, until Turnover, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, or purchaser of mortgage loans, including to make, purchase, insure, or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

b) In addition, so long as Declarant owns a portion of the Property, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment does not materially adversely affect the rights granted to Owners hereunder without the consent of the Owners so affected.”

WHEREAS, Turnover, as defined in the Declaration at Section 2.26, has not occurred, and the Successor Declarant still owns substantial portions of the Property described in the Declaration, and the Successor Declarant now holds the unilateral rights to amend the Declaration; and

WHEREAS, the Successor Declarant has now determined to act unilaterally to amend the Declaration, all as hereinafter set forth.

NOW, THEREFORE, by virtue of the aforesaid Recitals, and by virtue of those certain powers reserved by Declarant under the Declaration, as aforesaid, the Successor Declarant hereby amends and restates the Declaration as follows:

First, by completely cancelling and rescinding the following Amendments to the Declaration, to wit:

1. First Amendment of Declaration of Covenants, Conditions and Restrictions for The Settings of Mackay Point, dated September 21, 2006, recorded September 25, 2006, in the Office of the Register of Deeds for Jasper County, in Book 474 at Page 14; and
2. Second Amendment of Declaration of Covenants, Conditions and Restrictions for The Settings of Mackay Point, dated October 3, 2006, recorded October 5, 2006, in the Office of the Register of Deeds for Jasper County, in Book 477 at Page 194; and
3. Third Amendment of Declaration of Covenants, Conditions and Restrictions for

The Settings of Mackay Point, dated April 17, 2008, recorded April 24, 2008, in the Office of the Register of Deeds for Jasper County, in Book 658 at Page 240; and

- 4. Fourth Amendment of Declaration of Covenants, Conditions and Restrictions for The Settings of Mackay Point, dated August 13, 2008, recorded August 18, 2008, in the Office of the Register of Deeds for Jasper County, in Book 689 at Page 85.

Second, by renaming the Community from The Settings of Mackay Point to the new name of Rivers Reach.

Third, by adopting the attached First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Rivers, which completely replaces the Declaration and all prior Amendments thereto.

IN WITNESS WHEREOF, the Successor Declarant has set its hand and seal hereto on the date first written above.

WITNESSES:

SUCCESSOR DECLARANT:

[Signature]

 JANET DYNES HARTER
[Signature]

 Edgar Avila

RIVERS REACH AT POCATALIGO, LLC

[Signature]

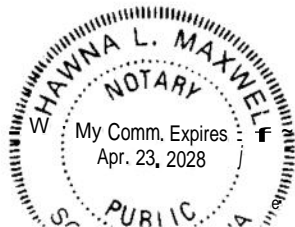
 By: Robert L. Wolfson, ItA: *[Signature]* Member

STATE OF SOUTH CAROLINA)

ACKNOWLEDGEMENT

COUNTY OF BANDERA)

The foregoing instrument was acknowledged before me by Rivers Reach at Pocatigo, LLC, by Robert L. Wolfson, its Attorney in fact, this 28th day of December, 2019



[Signature]

 Notary Public for the State of South Carolina