

STATE OF SOUTH CAROLINA

PROTECTIVE COVENANTS FOR  
THE RIVER CLUBE PHASE II-A

COUNTY OF AIKEN

This Declaration of Protective Covenants is made and published this 8<sup>th</sup> day of October, 2002, by North Augusta Golf Venture, a joint venture and S.C. Limited Partnership and hereinafter referred to as "Developer."

WITNESSETH:

The Developer is the sole owner and developer of the following described property:

All those pieces, parcels or lots of land with any improvements thereon, situate, lying and being in the City of North Augusta, Aiken County, South Carolina being shown and designated as LOTS 42 thru 52, inclusive and LOTS 59, 60, 68 and 69 together with all streets and common areas of THE RIVER CLUB SUBDIVISION PHASE II-A on a plat prepared by Cranston, Robertson and Whitehurst, Engineers, dated July 25, 2002, and recorded in the Aiken County RMC Office in Plat Book 45 at page 272-276. For a more specific description, reference should be made to the aforesaid plat which is made a part and parcel hereof.

WHEREAS, the Developer desires that Phase II-A of the River Club become a part of the original River Club development so that upon completion and full development, the entire subdivision will blend together as one;

WHEREAS, in order to complete such transition to the advantage and benefit of both he Developer and all lot owners in all phases of the subdivision, the covenants of the subdivision should be imposed upon Phase II-A and some additional covenants should be added,

NOW, THEREFORE, for and in consideration of the aforementioned premises and benefits to the Developer, the Homeowner's Association and the lot owners and their heirs and assigns, North Augusta Golf Venture does hereby establish, set up, declare and impose the following protective covenants on the lots described above I Phase II-A of the River Club subdivision as follows:

I.

The original covenants of The River Club as recorded in the Aiken County RMC Office in Misc. Book 985 at page 57 and amended by First Amendment to Protective Covenants recorded in Misc. Book 1002 at page 34 are hereby reaffirmed and imposed on the original Lots of the River Club as shown on the subdivision plat recorded in the aforesaid RMC Office in Plat Book 39 at pages 111-115 and are also imposed on all lots of Phase II and II-A of The River Club as described above.

II.

In addition, the following covenants are imposed upon the lots of Phase II-A:

1. A list of development and building guidelines shall be available to all prospective lot purchasers to assist lot owners to understand what shall be expected of them in order to create and maintain a residential subdivision of the highest quality.
2. All lot owners recognize and acknowledge the right of to the City of North Augusta to use a portion of the right of way of East Shoreline Drive as a connector for various portions of the "Greenway" walking, jogging and cycling path system within the City. Further, it is hereby disclosed that the East Shoreline Drive right of way which currently ends as a cul-de-sac may be extended and tied into U.S. Highway 1 (Jefferson Davis Highway).
3. Boat docks and ramps shall be installed in accordance with the following guidelines:
  - A. One dock may be permitted on each platted lot in Phase II provided such lot has no less than eighty (80) feet of Savannah River frontage.
  - B. All private docks constructed on individual riverfront lots must conform to the "12 x 20 foot Courtesy Dock and Access Ramp" design on file with the City of North Augusta.
  - C. Horizontal alignment – the location centerline of permitted docks (twenty feet wide) and dock ramps (four feet wide and centered on the dock) on individual lots shall be no more than ten feet off the centerline of the lot. Within the thirty foot preservation zone, walkways, ramps, and steps connecting to the gang walk shall be no wider than four feet and no decks, patios or landings shall exceed four feet in width.
  - D. Vertical alignment- the gang walk shall be attached to the onshore concrete pad at a point no higher than five feet above mean high waterline. Within the thirty foot preservation zone, walkways, ramps, steps and landings connecting to the gang walk shall not extend above grade more than eighteen inches at any point, handrails, excepted.
  - E. Only one boat not exceeding thirty (30) feet in length, may be permanently moored at a permitted dock. Additional boats may be temporarily moored at a permitted dock for a period not to exceed one hundred twenty hours in any thirty day period.

- F. No “live aboards” or houseboats shall be allowed and boats moored at private docks shall not be used for continuous living, sleeping or housekeeping purposes. However, temporary living and sleeping is permitted for a period not to exceed one hundred twenty hours in any one thirty day period.
  - G. No discharge or disposal of any type of waste into the Savannah River shall be allowed.
  - H. No dock may be covered.
  - I. Each dock shall require a separate building permit. The applicant for a dock permit shall obtain all of the required permits and approvals from federal, state and local agencies (including the City of North Augusta Building Codes Board of Adjustments and Appeals) for construction in a navigable waterway and the Savannah River floodway prior to requesting a City building permit for an individual dock.
4. Each riverfront lot contains a preservation zone defined as “an area of land the width of each lot and extending thirty feet onto each lot from the high water mark of the Savannah River or the top of the exiting river bank, whichever is greater.” This preservation zone shall be known as the “Rear Preservation Buffer.”
- A. Except for permitted docks and dock access ramps, no building, structure retaining wall, terrace, patio, deck, paved walkway, boardwalk, gazebo, stairway or swimming pool may be constructed in the preservation zone.
  - B. The natural terrain and contours of the riverbank and ground within the preservation zone shall not be disturbed or modified unless necessary to stabilize the bank and then only to the extent necessary.
  - C. Riverbank Stabilization methods shall include use of vegetation and minimize the use of stone riprap. Where stone riprap is applied it shall be over planted with a suitable groundcover.
  - D. Landscaping in the preservation zone shall be informal in design and shall avoid formal geometric patterns. Where possible, low maintenance plants should be installed.
  - E. New plant material should be installed as soon as practicable after bank modifications have been made to maintain bank stability.
  - F. Irrigation systems shall be installed in the preservation zone on all lots where bank modifications have been made (tree removal, clearing of underbrush, bank reshaping, etc.)

- G. No tree more than five inches in diameter breast high may be removed from the preservation zone unless diseased or dead. Any such dead or diseased tree removed should be replaced with a tree of similar species not less than two inches in diameter breast high.**
- H. Trees may be limbed up a reasonable height to allow views of the river.**
- I. Neither the River Club Homeowners Association nor its Architectural Control Committee shall have the authority to approve any landscape plan, the location of any structure or the removal of any tree greater than five inches in diameter breast high within the preservation zone.**
- J. No building permit for construction on a riverfront lot will be issued until a landscape plan for the preservation zone on the lot has been submitted, reviewed and approved by the City. The preservation zone landscape plan should be consistent with the provisions contained herein. The preservation zone landscape plan may be submitted prior to or in conjunction with the building permit application, building plans and residential lot layout diagram. No preservation zone clearing, landscaping dock construction or other modification work shall be initiated until an acceptable landscape plan for the preservation zone on the lot has been reviewed and approved by the City.**
- K. Modifications to an approved preservation zone landscape plan must also be reviewed and approved by the City.**

**This Declaration shall be effective immediately upon filing the same for record in the Aiken County RMC Office. It shall attach to and run with the land and be binding upon all persons or parties, their successors and assigns claiming title under or through the Developer until January 1, 2019 at which time they shall be continued automatically and without further notice for a period of ten years and thereafter for successive periods of ten years without limitation unless prior to the expiration of any term then existing, a written declaration, amendment, modification or cancellation is executed and recorded by no less than seventy-five (75%) per cent of the lots subject to these covenants.**

STATE OF FLORIDA

COUNTY OF

Personally appeared before me the undersigned witness who being duty sworn deposes and says that (s)he saw Ivan C. Frederickson as President of Augusta Golf Company, a general partner of North Augusta Golf Venture sign seal and as its act and deed deliver the foregoing declaration and that the undersigned along with the other above subscribing witness witnessed the execution thereof.

Sworn to and subscribed  
before me this 8 day  
of SEPTEMBER 2002  
*Loni F. Potrekus*  
Notary Public for Florida  
Commission expires: 2-7-04

*[Handwritten Signature]*



In witness whereof, the Developer has executed this declaration on this date aforesaid.

Witness:

[Signature]  
[Signature]

**NORTH AUGUSTA GOLF VENTURE**  
a joint venture and S.C. general partnership

By [Signature], a Georgia Limited Liability Company, its general partner  
By: [Signature]  
William R. Collins, Jr., Manager

Witness:

[Signature]  
[Signature]

By [Signature], a Florida Corporation, its general partner  
By: [Signature]  
Ivan C. Frederickson, President

STATE OF GEORGIA  
COUNTY OF

Personally appeared before me the undersigned witness who being duty sworn deposes and says that (s)he saw William R. Collins, Jr. as Manager of Omni Vest, LLC, general partner of North Augusta Golf Venture sign seal and as its act and deed deliver the foregoing declaration and that the undersigned along with the other above subscribing witness witnessed the execution thereof.

Sworn to and subscribed  
before me this 4<sup>th</sup> day  
of September, 2003.  
Judy C. Hicks  
Notary Public for Georgia  
Commission expires: \_\_\_\_\_  
JUDY C. HICKS  
NOTARY PUBLIC, FULTON COUNTY, GEORGIA  
MY COMMISSION EXPIRES JANUARY 7, 2007

[Signature]

9-17-03 at 1415 hrs  
RECORDED  
[Signature]  
M.C. AIKEN COUNTY  
[Signature]

After Recording Return to  
City of North Augusta  
Economic & Community Development  
P.O. Box 6400  
North Augusta, SC 29861