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STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

PROTECTIVE COVENANTS

THIS DECLARATION OF PROTECTIVE COVENANTS, made and published this 22nd day of JULY, 1999, by North Augusta Golf Venture, a corporation under the laws of the State of Georgia, hereinafter referred to as the "Developer",

WITNESSETH:

That whereas, the Developer is the owner and developer of:

All those lots or parcels of land, situate, lying and being in the State of South Carolina and county of Aiken, and being shown and designated as Lots 1-85, inclusive, and the streets and green areas, all of which are shown on a plat of The River Club prepared by Cranston, Robertson & Whitehurst, Engineers dated JUNE 11, 1999, filed for record in the Office of the R.M.C. of Aiken County, South Carolina in Plat Book 39, pages 111-115 to which reference is made for more particular description; and

WHEREAS, the Developer desires to develop on said property a residential community to be known as The River Club Community, and hereafter referred to as the "Community", and has deemed it desirable for the preservation of the value of said property to create an organization to which shall be delegated and assigned as hereinafter set forth the power of maintaining and administering the community properties, and common areas or rights of way hereinafter described and of administering and enforcing the terms and conditions hereinafter set forth in this Declaration, and also to perform any other functions that may be desirable to improve the enjoyment of living in the community; and

WHEREAS, the Developer has or will cause The River Club Property Owners Association, hereinafter "Association", to be incorporated under the laws of the State of South Carolina for the purposes of exercising the powers and functions aforesaid; and

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WHEREAS, it is to the interest, benefit and advantage of the Developer, the Association and to each and every person who shall hereafter purchase a lot in said subdivision, that certain protective covenants governing and regulating the use and occupancy of the same, and certain easements, reservations, and servitudes be imposed upon said property, and the same be established, set forth and declared to be covenants running with the land,

NOW, THEREFORE, for and in consideration of the premises and the benefits to be derived by the Developer, the Association, and each and every subsequent owner of any of the lots shown on recorded subdivision plats of the community (the "Lots"), the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to all of said lots and to all persons owning the Lots, or any of them hereafter:

ARTICLE I

RESIDENTIAL USE, BUILDINGS AND LOCATION OF STRUCTURES

1. Size of Structures.

All of the Lots shall be used for residential purposes only for the erection of one detached single-family dwelling. The Architectural Control Committee, recognizing that the quantity of square footage does not alone necessarily determine design and construction quality in monetary value of a residential structure, shall not be bound by a minimum square footage requirement for a residence. It is the intention, rather, of the parties hereto that the sole criteria governing the nature of such improvements to be constructed in the Community shall be those of good taste, high quality, both as to

workmanship and materials, and harmony and suitability of such improvements to their environment and surroundings.

All homes shall use "architectural" shingles, unless approved by the ACC.

All homes must have double garages with doors. No garage shall face the golf course, unless approved by the ACC. No permanent basketball goals or other recreational equipment shall be visible from the street or golf course.

2. Sleeping Quarters in Attic, Garage or Outbuilding Prohibited.

No attic, shack, garage, barn or detached outbuilding shall be used for sleeping quarters except that servant or guest quarters may be provided as a part of or accessory to a main residential building and shall conform to it in exterior design and quality. This provision shall not prohibit the conversion of a garage into sleeping quarters which are incorporated as part of the main residential building.

3. Altering Lot Boundaries.

No Lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to the City of North Augusta except with the written consent of the Developer. However, the Developer hereby expressly reserves unto itself, its successors and assigns, the right to replat and change the boundary lines or subdivide any lot or lots owned by Developer in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, and other amenities to conform to the new boundaries of said replatted lots; provided however, no lot originally shown on a recorded plat shall be reduced to a size

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more than ten percent (10%) smaller than the smallest lot shown on the first recorded plat showing the lot to be altered. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining to two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of this Declaration.

4. Location of Building on Lot.

The Architectural Control Committee as hereafter described, in its approval of the location of structures to be erected on any Lot in the Community, shall be required to adhere to a standard minimum building line. It is the intention of the parties hereto that the Architectural Control Committee allow the construction of said structures in such a location on each Lot as will more fully enhance the natural harmony and aesthetic appeal of the Community and provide a scenic view of the Savannah River and The River Club Golf Course throughout the Community. However, no building of any kind or character shall be erected on a Lot within ten (10) feet of any side or rear property line of any Lot; provided, however, that Swimming pools, other recreational amenities, and auxiliary buildings not to be used as sleeping quarters may be constructed within ten (10) feet of a rear lot line. Minimum front setback on all golf course lots shall be 25 feet. No building shall be constructed less than 25 feet from rear property line on golf course lots. Minimum front setback on all riverfront lots shall be 25 feet. No building shall be constructed less than 30 feet from rear property line on riverfront lots. If any Lot is resubdivided or enlarged pursuant to the provisions of Paragraph 3 of Article 1, hereof, side and rear line restrictions shall be applicable only to the side and rear lines of the Lot

as altered or resubdivided. All boundary lines between corner lots and contiguous lots shall be considered as side boundary lines.

5. Main Dwelling Built First.

No Building or structure shall be constructed prior to construction of the main dwelling on the Lot. The provisions of this Declaration shall not prohibit the Developer from using a house or other dwelling unit constructed on Lots as models or sales office.

6. Zoning Restrictions.

Zoning ordinances, restrictions and regulations of the City of North Augusta and its various agencies applicable to the subject property shall be observed. In the event of any conflict between any provision of this Declaration and such ordinances, restrictions or regulations, the more restrictive provision shall apply.

ARTICLE II

ARCHITECTURAL CONTROL COMMITTEE

1. Submission of Plans, etc.

An Architectural Control Committee, hereinafter called the "ACC", has been duly set up and appointed by the Developer, to exercise such jurisdiction and functions with respect to all lots in the Community or as may be delegated to it under the charter and bylaws of the Association and such as may now or hereafter by amendment be additionally bestowed upon it by terms of this Declaration. Plans and specifications for all proposed improvements and landscaping upon the Lots must be submitted in writing to the ACC, which is hereby vested with the full power and authority to approve or disapprove the

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same in whole or in part, or require the modification of the same as it may, in its discretion, deem proper. The costs of reviewing any plans and specifications shall be borne by the Buyer. No construction, lot clearing, landscaping, or improvements of any kind may be undertaken without its prior written approval. The ACC shall have the right to refuse to approve any plans, including but not limited to, building plans, specifications, site plans, landscaping plans, lighting plans, lot clearing plans, or grading plans which are not suitable or desirable in its sole opinion for any reasons, including but not limited to purely aesthetic considerations. In so passing such plans, the ACC shall take into consideration the suitability of the proposed building, the materials of which it is to be built, the location of the Lot of the proposed building and any other improvements, the harmony of the building in its location with its surroundings, and the effect of the building as planned on the outlook from adjacent or neighboring portions of the subject property and the effect of building location on scenic views of the Savannah River and the River Club Golf Course. All fences, walls, barbecue pits, detached garages, and other accessory buildings or recreational facilities shall be constructed in general conformity with the architecture of the main dwelling and out of materials which conform to the materials used in such main building. Building plans and specifications submitted to the ACC shall consist of not less than the following: Foundation plans, section details, floor plans of all floors, elevation drawings of all exterior walls, roof plans, material, color, specifications and site plans showing locations and orientations of buildings on the Lot, with all setbacks indicated, in such detail as may be required by the ACC in its sole discretion. Plans and specifications shall show fences, driveways, service courts or areas, parking or any other

buildings, improvements or facilities to be constructed. Neither the main residential building nor accessory buildings may be constructed on any Lot without the full and active supervision of an architect or licensed building contractor.

Landscaping plans submitted to the ACC shall consist of not less than the following: grading specifications; location, type and size of all plant materials; location, type of material and dimensions of any hard scape or fence to be installed; type of mulches to be installed; location of any lighting features; and specifications for the irrigation system. See attached Exhibits A, B & C for suggested plant list and locations.

2. Preservation of Trees and Vegetation.

Since living trees, shrubs and other vegetation contribute to the aesthetic value of the Lots in the Community, no tree more than eight (8) inches in diameter at its base may be removed from a Lot at any time without the prior written approval of the ACC. Approval for the removal of trees, shrubs and vegetation located within ten (10) feet of the approved site for such building will be granted unless removal will substantially decrease the beauty of the property. In order to obtain approval for the clearing of a building site, the owner must stake on the Lot the proposed location of the planned improvements for inspection by the ACC.

3. Completion of Construction within One Year.

The exterior of all buildings or other structures must be completed and all landscaping installed within one (1) year after the construction of the same have been commenced, as determined by date of issue of a building permit from City of North Augusta, except where such completion is impossible or would result in great hardship to the owner or

builder due to strikes, fire, national emergency, or natural calamity.

3A. Right to Repurchase.

The property owner hereby acknowledges and agrees that if, within two (2) years of date of closing, the owner has not begun construction of a home on the property, the Developer shall have the right, but not the obligation, to repurchase the property at the purchase price the owner paid for the property. Failure to exercise such option immediately upon expiration of such two (2) year period shall not constitute a bar or estoppel of the Developer's right to repurchase on some future date. If such right is exercised, all costs of the repurchase shall be borne by the selling lot owner.

4. Fences and Hedges.

No fence, wall or similar structure shall be constructed upon any Lot without the prior written approval of the ACC.

No fence, hedge, wall, shrub, bush, tree or other similar structure, natural or artificial, shall be placed, maintained or permitted to remain on any Lot or area if the location of such structure obstructs the vision of the motorists on any adjacent street or lane and creates a traffic hazard. No fence, wall hedge, or similar structure on any Lot shall be constructed or maintained which is either more than six (6) feet in height or higher than that allowed by ordinance currently enforced by the City of North Augusta, whichever is less, or which is nearer the street boundary line or the Lot than the front line of the main residential building as extended to the side lot lines. Nevertheless, low decorative walls or hedges may be erected beyond the front line of the main residential structure with the written approval of the ACC. Fences made of chain link shall not be erected on any Lot.

5. Membership in the Architectural Control Committee.

Membership in the ACC shall be solely by appointment of the Developer until all of the Lots which are now or may hereafter be made subject to this Declaration shall have been improved by the construction of a residential building unless said Developer shall in its sole discretion earlier assign its rights of appointment to the Association. Thereafter, the right of membership appointment shall be assigned by the Developer to the Association. The initial ACC shall be appointed by the Developer.

ARTICLE III

LAND USE RESTRICTIONS

1. Animals.

No poultry, swine, cows, goats, horses, mules or other farm animals or fowls or bait farms shall be maintained on any Lot. No more than two (2) pets, dogs, cats or similar domestic pets may be kept on any lot except with the written permission of the ACC. No PitBulls, Rottweillers or Doberman Pinschers shall be allowed on any lot.

2. Vegetable Gardens.

No vegetable garden may be planted on a Lot except behind the line of the rear of the main dwelling structure as the same is extended to a point of intersection with the side lot lines.

3. Screened Areas for unsightly Items.

No garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, or other unsightly objects may be

maintained except in screened areas which conceal them from view from streets, golf course, and adjacent portions of the subject land. Plans for such screened areas delineating their design, size, appearance and location must be approved by the ACC prior to their construction. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located completely underground.

4. No Dumping of Rubbish.

No Lot shall be used or maintained as a dumping ground for rubbish. Sold, unimproved lots must be maintained by the Buyer. Should it become necessary for the Developer to maintain any lot, any cost incurred by Developer shall be the responsibility of the lot owner. Trash, garbage or other waste shall be kept in sanitary containers screened from view, as provided in paragraph 3 of this Article III. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his Lot which tend substantially to detract from the beauty of the subject land as a whole or his Lot in particular. No outside burning of trash, garbage or other refuse shall be permitted on any Lot.

5. Trucks, Trailers, Mobile Homes.

No parking of trucks, trailers, or mobile homes shall be permitted on the streets, lots or other portions of the Community except during construction and, thereafter, except for the delivery and pickup or remodeling and repair of buildings on the subject property. Campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or pickup trucks, boats and boat trailers may be kept on a Lot only if parked in a closed garage at all times. Special exception to this restriction may be granted an owner provided prior

written permission from the ACC and all the owners of contiguous lots is obtained, and such campers, motorcycles, motorbikes, motor homes, vans, travel trailers, panel or pickup trucks, boats and boat trailers are parked in the rear yard so that they are not visible from any street or adjacent Lot.

6. Hobbies.

The pursuit of hobbies or other activities, including without limiting the generality hereof, the assembly and disassembly of motor vehicles and other mechanical devices, which might lead to disordered, unsightly or unkempt conditions, shall not be undertaken on any Lot. No permanent type of sports equipment such as basketball hoops shall be located on any Lot or the golf course, where such equipment would be visible from any street without the prior written approval of the ACC.

7. Noxious or Offensive Activity.

No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, danger, annoyance or nuisance to any community residents. There shall not be maintained on any Lot any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other portions of the Community.

8. Business Use.

No trade or business of any kind may be conducted in or from a Lot, except that the owner or occupant of a Lot may conduct such business activities within the residence upon 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 the exterior of the Lot; (ii) the business activity does not involve persons coming onto the Lot who do not reside in the Community; (iii) the business activity conforms to all zoning requirements for the Community; (iv) the business activity is consistent with the residential character of the Community; and (v) the business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

9. Signs and Mailboxes.

Except as otherwise provided in these Declarations, no sign shall be erected or maintained on any portion of the Community by anyone including, but not limited to, an owner, a Realtor, a contractor or subcontractor, except with the written permission of the Association or except as may be required by legal proceedings. If such permission is granted, the Association reserves the right to restrict design, color and content of such a sign. One sign of not more than four (4) square feet used by a contractor during the construction period of the main dwelling structure or accessory structures is permissible and only one (1) standard "For Sale" Realtor sign may be erected during the sales period without the permission of the Association. The mailbox and its stand as well as the property identification signs for each lot must be in the standard approved form designated by the Developer.

10. Antennas or Satellite Dishes.

No antennas of any type nor any satellite dishes shall be permitted on any Lot without written permission of the ACC.

11. Use of Savannah River.

No lot owner shall interfere with or disturb the natural flow of the Savannah River.

12. Driveways and Walks.

No breaks shall be made in any curb or gutter on or adjacent to the right of way of any street for the purpose of constructing any driveway, walk or other means of ingress to and egress from a lot, without ACC approval.

ARTICLE IV

RESERVATIONS OF EASEMENTS

1. Easements.

Easements for the installation and maintenance of utilities and drainage facilities are reserved by the Developer over the front and rear ten (10) feet of each lot and over ten (10) feet from each side lot line, and over all areas designated as easements upon the aforesaid plat, and upon the easement plat of the Community recorded therewith; provided, that in the event of resubdivision of any of the said Lots under the provisions of paragraph 3 of Article I hereof, such side easements shall apply to the side lot lines of the Lots as resubdivided in lieu of the side lot lines of the Lots as shown on the original plat referred to above, unless the installation of utilities and drainage facilities shall have been substantially completed, in which event the easement originally reserved shall apply. Where an easement with larger dimensions is shown on said plats, the larger easement shall apply instead of the easement herein reserved.

ARTICLE V

PROPERTY OWNERS ASSOCIATION

1. Membership.

All owners of a single-family residential building Lot or Lots in the Community shall

thereby become members of the Association for so long as such ownership continues.

Membership shall be for a one year term, unless approved by the ACC. No person or corporation or other entity in taking title as security for the payment of money or for the performance of any obligations shall thereby so become entitled to membership.

Ownership of property as qualification for membership is defined herein as follows:

ownership of any Lot under recorded deed, whether the owner is occupant or not, or ownership under a bond for title or contract of purchase, if the same be accompanied by an actual occupancy of the Lot in question. Ownership within the meaning and intention hereof shall cease upon the sale of any such Lot to another by the owner thereof. Sale of any such lot within the meaning hereof shall mean and shall be effective upon the recording of any deed conveying such lot to another, or the termination of occupancy of the property by the owner thereof accompanied by the giving of such owner to another of a bond for title or contract of sale with respect to such Lot.

The Developer shall be a member of the Association so long as it is owner of one or more residential lots as shown on the aforesaid plat, or of any additional lots made subject to these Declarations under Article IX hereof.

2. Voting Rights.

Members of the Association shall consist of two classes, Class A members and Class B members, who respectively shall have the rights, voting privileges and duties as set forth in the corporate charter or by laws of the Association and as hereinafter set forth, to-wit:

(a) Class A members shall initially consist of the Developer, who shall be entitled

to voting privileges, in the amount of one (1) vote for each residential lot owned in the Community or additional real estate made subject to these Declarations pursuant to Article VIII hereof.

(b) Class B members shall consist of all other owners of residential lots in the Community other than the Developer. Class B members shall not have voting privileges until the Developer shall have conveyed eighty percent (80%) of the residential lots as shown on the aforementioned plat, at which time Class B members shall automatically become Class A members. In the event that a Class B member shall own more than one lot, such member, upon becoming a Class A member, shall be entitled to only one (1) vote per lot and shall likewise be subject to the imposition of dues and assessments calculated for each lot owned pursuant to Article VI of these Declarations. A corporation owning one or more lots in the Community shall have one (1) vote for each such lot owned, but no member, stockholder, director, employee or officer of such corporation shall acquire thereby any rights individually to become a member of the Association.

3. Duties of the Association.

It shall be the duty of the Association to impose and collect such dues, assessments, and other charges as it may deem necessary, in accordance with Article VI hereof, and to landscape and maintain the beautification of all entrances to and medians and street islands of the Community as well as the green areas and side walks and walkways within the subdivision.

The association shall have the right to take any and all actions which the Association deems necessary to ensure the safety of the Community, including but not limited to regulating the speed of traffic in the Community in conjunction with the City of North Augusta.

The Association may, in its discretion, have the additional duties of requiring all Lot owners to maintain their property in accordance with the standards set forth herein.

The Association shall have the right to enforce any of the provisions of this Declaration.

4. Board of Directors.

The affairs of the Association shall be managed by a Board of Directors. The number of directors and the method of election of directors shall be as set forth in the By-Laws of the Association. Notwithstanding any other language or provision to the contrary in this Declaration, the Articles of Incorporation, or the By-Laws of the Association, the Developer hereby retains the right to appoint and remove all members of the Board of the Association, and all officers of the Association, until the first of the following events shall occur: (i) the expiration of ten (10) years after the date of the recording of this Declaration, (ii) the date upon which eighty (80%) percent of all Lots have been conveyed to owners other than the Developer; or (iii) the surrender by the Developer of the authority to appoint and remove directors and officers by an express amendment to this Declaration executed and recorded by Declarant.

Upon the expiration of the period of the Developer's right to appoint and remove

directors and officers of the Association pursuant to the provisions of this Section, such right shall automatically pass to the owners.

ARTICLE VI

COVENANTS AND ASSESSMENTS IN FAVOR OF THE ASSOCIATION

1. Imposition of Assessment.

Each member of the Association, as defined in Article V of these Declarations, by the ownership of a single-family residential lot in the Community shall pay the Association when due the annual or special assessment for any dues or charges established hereby or by its Board of Directors from time to time hereinafter provided. In no event shall ownership by the Developer of any residential lot in the Community including any additional area or areas added in the future, pursuant to Article VIII herein, be construed as imposing upon the Developer the duty or obligation of paying any dues, assessments, or other charges in the Association for such lots or areas.

Each residential building lot on the aforementioned plat of the Community shall be made subject to a continuing lien to secure the payment of each annual or special assessment or charge when due. Said lien may be enforced and foreclosed pursuant to the laws of South Carolina. All assessments past due shall bear interest at the rate of Twelve percent (12%) until paid in full.

2. Amount of the Assessment.

Such annual or special assessment or charge shall be in an amount to be fixed from

year to year by the Association; provided, however, that the amount of each annual or special assessment shall be in equal amounts with respect to each lot subject to such charge or assessment under the terms of these Declarations. Such annual assessment is presently fixed at \$150.00 per Lot, subject to be changed by majority vote at the annual meeting of the Association. Also, special assessments may be imposed by two-thirds majority vote at an annual meeting or special meeting of the Association called in accordance with its bylaws.

Each such annual assessment shall be due and payable in advance on January 1 of each year, beginning on January 1, 2000. Special assessments imposed in accordance with these Declarations and the bylaws of the Association shall be due and payable at such time as the Association designates.

3. Use of the Assessment.

The amount so paid to the Association shall be administered by the Association and may be used for the payment of expenses incurred for the following purposes:

- (1) maintenance and cleaning of landscaped islands;
- (2) maintenance of entrance signs, entrance ways, medians, green areas and walls.
- (3) for such purposes as set forth in the corporate charter or bylaws of the Association as they now exist or as the same may be hereafter amended;
- (4) For such other lawful purposes as the Board of Directors of the Association shall determine.

4. Dedication of Areas, etc. to the Association.

The Developer shall convey title to medians, street islands, green areas and walls to the City of North Augusta at such time as they, in their sole discretion, deem proper but not later than such time as eighty percent (80%) of the residential building lots located in the Community shall have been conveyed or made subject to a contract of sale from the Developer.

ARTICLE VII

REMEDIES FOR VIOLATIONS OF THESE DECLARATIONS

1. Remedies.

In the event of violation or breach of any of the declarations and restrictions contained herein by any owner, or agent of such owner, the owners of the Lots or the Association, jointly or severally, shall have the right to proceed at law or equity to compel compliance with the terms hereof or to prevent the violation or breach of the covenants herein contained or recover damages for such violation. In addition to the foregoing, the Developer or the Association have the right, whenever there shall have been built on any Lot in the Community any structure or other condition created which is in violation of the restrictions contained in this Declaration, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, if after 30 days written notice of such violation, it shall not have been corrected by the lot owner. Any such entry and abatement or removal shall not be deemed as trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar

or affect is enforcement. Provided, however, that a violation of any such covenant or restriction shall not constitute a forfeiture or reversion of title hereunder.

ARTICLE VIII

ADDITIONAL PROPERTY SUBJECT TO THESE DECLARATIONS

Subject to any limitation contained in the corporate charter of the Association, additional contiguous real estate may at the option of the Developer be added to the subdivision and become subject to these covenants and obligations set forth herein.

ARTICLE IX

SEVERABILITY CLAUSE

The invalidation of any one or more paragraphs or portions of this Declaration by judgment or decree of court of competent jurisdiction shall in no way effect any of the other provisions, which shall remain in full force and effect.

ARTICLE X

So long as there are Class B members of the Association pursuant to Article V of this Declaration, Developer may amend this Declaration by an instrument in writing, filed and recorded in the Office of the RMC for Aiken County, South Carolina, without the approval of any member or mortgagee; provided, however, that (i) in the event that such amendment materially and adversely alters any owner's right to the use and enjoyment of such owner's lot or the common areas, or if such amendment adversely affects the title to any lot, such amendment shall be valid only upon the written consent thereto by a majority of the then existing members affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such

amendment shall be valid only upon the written consent thereto of all such mortgagees so affected.

ARTICLE XI

EFFECTIVE PERIOD

This Declaration shall be effective immediately upon the filing of the same for record in the office of the R.M.C., Aiken County, South Carolina; shall thereupon run with the land and be binding upon all persons or parties and their successors or assigns claiming title under or through the Developer, until January 1, 2019, and shall be continued automatically and without further notice from that time for a period of ten (10) years thereafter for successive periods of ten (10) years each without limitation, unless prior to the expiration of any such successive period of ten (10) years thereafter, a written agreement executed by the then record owners of not less than 75% of the lots then subject to this Declaration shall be placed on record in the Office of the R.M.C., Aiken County, South Carolina in which agreement any of the aforementioned covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

In the event any such written agreement of change or modification by fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easements as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changed, modified or extinguished, in the manner herein provided.

IN WITNESS WHEREOF, the Developer has placed its hand and seal this 15 day of

June, 1999.

Witness:

NORTH AUGUSTA GOLF VENTURES

Kathryn A Arnold
J. W. Herton Mark R. Thurman
BY: William R Collins Jr
As its President / PARTNER

State of South Carolina

County of Aiken

Personally appeared before me the undersigned who being duly sworn deposes and says

that s(he) saw the within William R Collins, Jr its

^{Partner} President, sign, seal and as its act and deed deliver the foregoing restrictive covenants and

that the undersigned along with ^{Kathryn Arnold} J. W. Herton Mark R. Thurman witnessed the

execution thereof.

Sworn to before me this

15 day of June, 1999

Kathryn A. Arnold

Judy C. Hicks

Notary Public for South Carolina Georgia

Expires: 1/26/03

EXHIBIT "A"

COMMON NAME	BOTANICAL NAME	MINIMUM SIZES
TREES		
EVERGREEN ELM	ULMUS PARVIFLORA	15 GALLON
JAPANESE MAPLE	ACER PALMATUM	7 GALLON
RED MAPLE	ACER RUBRUM	15 GALLON
BRADFORD PEAR	PYRUS CALLERYANA 'BRADFORD'	15 GALLON
CRAPE MYRTLE	LAGERSTROEMIA SPP.	6'- 8"
DOGWOOD	CORNUS FLORIDA	7 GALLON
SHRUBS		
AZALEA	RHODODENDRON SPP.	3 GALLON
AMERICAN BOXWOOD	BUXUS SEMPEVIRENS	3 GALLON
INDIAN HAWTHORNE	RAPHIOLEPIS UMBELLATA	3 GALLON
TEA OLIVE	OSMANTHUS FRAGRANS	3 GALLON
CAMELLIA	CAMELLIA JAPONICA	3 GALLON
NANDINA JAPONICA	NANDINA DOMESTICA	3 GALLON
MAHONIA	MAHONIA AQUIFOLIUM	3 GALLON
OSMANTHUS	OSMANTHUS HETEROPHYLLUS	3 GALLON
GROUND COVER		
ASPIDISTRA	ASPIDISTRA ELATIOR	1 GALLON
LIRIOPE	LIRIOPE MUSCARI	1 GALLON
SEASONAL COLOR		
IMPATIENS	IMPATIENS WALLERANA	4" POT
CALADIUM	CALADIUM x HORTULANUM	4" POT
PETUNIA	PETUNIA x HYBRIDA	4" POT
BEGONIA	BEGONIA SEMPERFLORENS- CULTORUM	4" POT
LANTANA	LANTANA CAMARA	4" POT
DAFFODIL	NARCISSUS PSEUDONARCISSUS	BULB

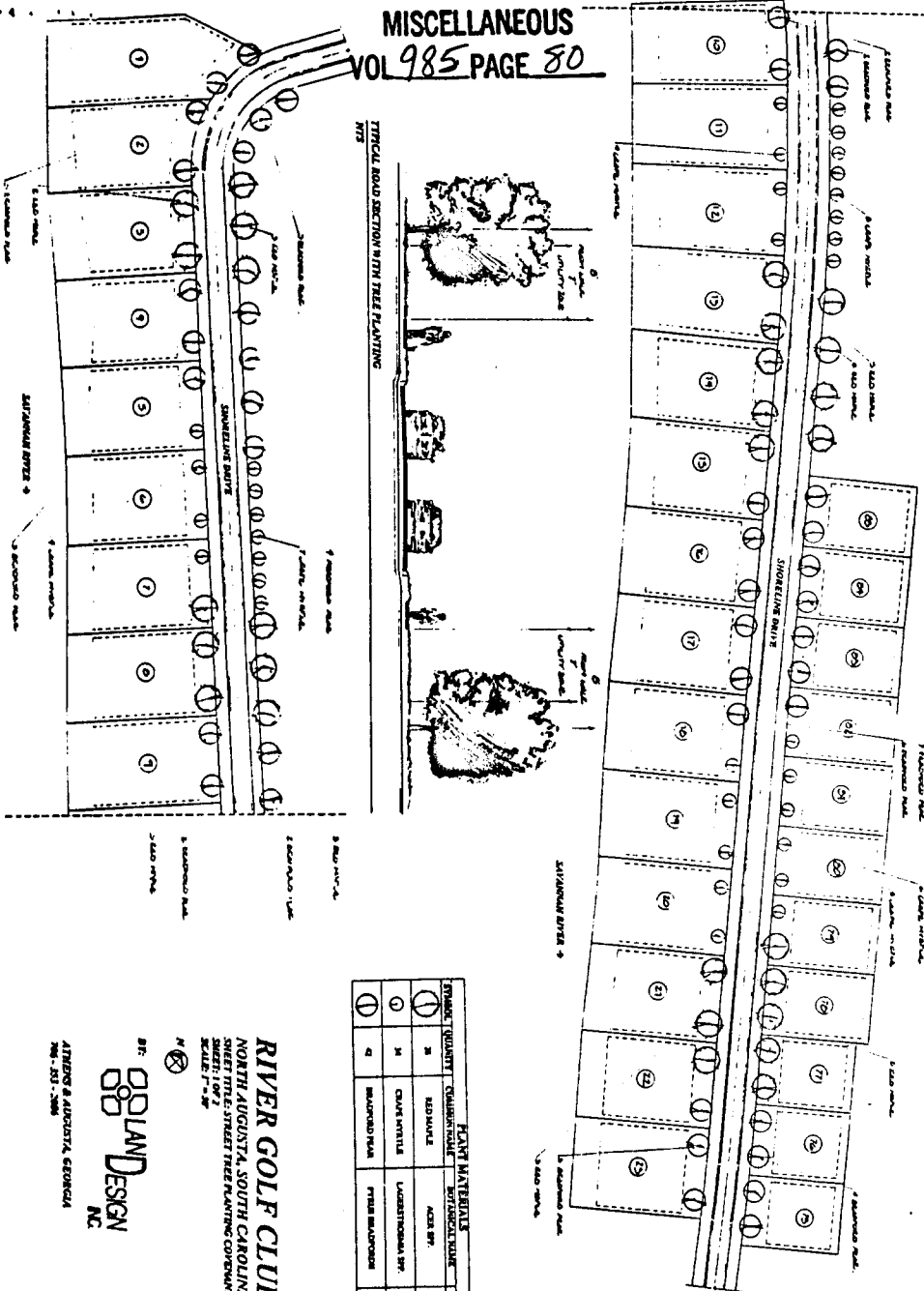


EXHIBIT "B"

PLANT MATERIALS			
SYMBOL	QUANTITY	COMMON NAME	RECOMMENDATION
①	3	RED MAHOGANY	15 GALLON
②	4	ORANGE MAHOGANY	15 GALLON
③	4	FLORIDA MAHOGANY	15 GALLON

RIVER GOLF CLUB
 NORTH AUGUSTA, SOUTH CAROLINA
 SHEET TITLE: STREET TREE PLANTING CONDITIONS
 SCALE: 1" = 30'
 DATE: 11/11/11

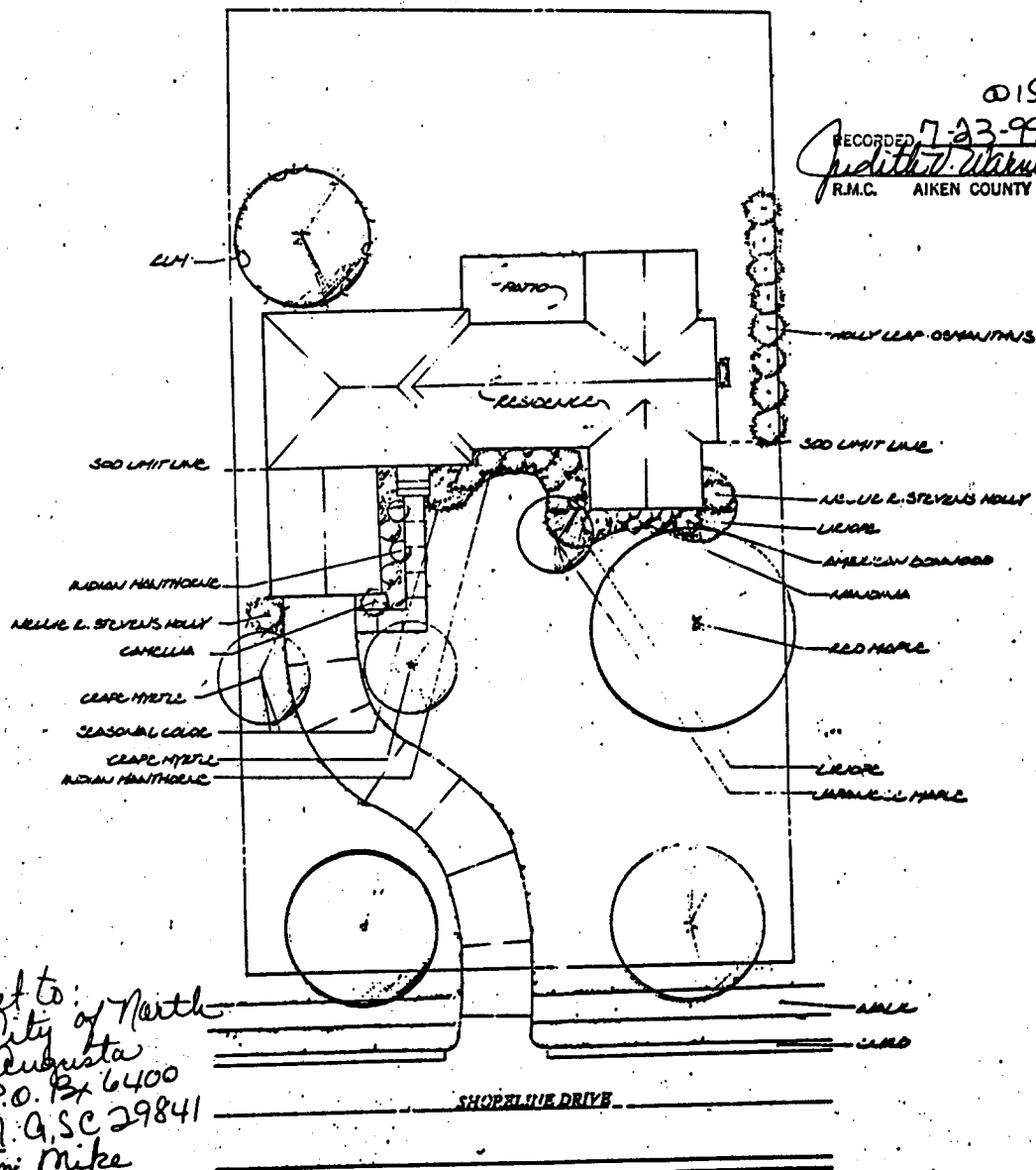
BY: **BO LAND DESIGN NC**
 ATLANTA & ALBANY, GEORGIA
 TEL: 404-525-1234

EXHIBIT "C"

SAVANNAH RIVER

01500

RECORDED 7-23-99
Judith M. Walker
R.M.C. AIKEN COUNTY



Ref to:
City of North
Augusta
P.O. Box 6400
N.A.S.C. 29841
Attn: Mike