

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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APPEAL FROM CHARLESTON COUNTY
Master-in-Equity

SC Court of Appeals

Mikell R. Scarborough, Master-in-Equity

Case No. 2012-213155

Rivers Point Row Horizontal Property Regime a/k/a Rivers Point Row Property
Owners Association, Inc.,.....Respondents,

v.

Palms Properties, LLC,.....Defendant.

Palms Properties, LLC,.....Third-Party Plaintiff,

v.

Rivers Point Row, LLC, John Derbyshire, Linda Derbyshire, and John Hagerty,.....Appellants.

RECORD ON APPEAL
VOLUME II

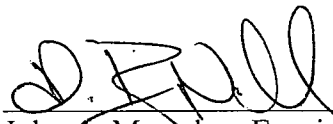
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INDEX
RECORD ON APPEAL
VOLUME II

Index	251
Memorandum of Law in Support of Plaintiff's Motion for Summary Judgment, with exhibits A-G (continued from Volume I).....	252-313
Affidavit of W. Gregory Pearce, Esquire.....	314-315
Supplement to Plaintiff's Memorandum of Law in Support of Summary Judgment, with exhibit H	316-500

April 15, 2013



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1 conversations about the matter.

2 Q Do you use written retainer agreements?

3 A I typically do. I usually -- I don't usually
4 have a formal written agreement. I usually confirm it
5 in an e-mail.

6 Q Okay. Did you do that in this case?

7 A Yes, I did.

8 Q You said you sent some stuff, but I didn't
9 see it. Have you provided us with a copy of that?

10 MR. MIKELL: I just got it yesterday.

11 MR. MASSALON: And I don't know who I should
12 ask, but I would like to get a copy from one of you.

13 THE WITNESS: Of course.

14 MR. MIKELL: Okay.

15 BY MR. MASSALON:

16 Q Now, when we see that e-mail or letter or
17 whatever it actually is, would that have been written
18 at or about the time you got hired?

19 A No. It's written subsequent to that, within
20 the last couple of weeks.

21 Q Why was it that there was such a time delay?

22 A Well, I had my initial conversation with Mr.
23 Mikell, you know, say about a year ago. I don't
24 remember exactly when. Professor Gerry Finkel had
25 referred me to him. And we had a meeting at my office

1 about the general issues in the case.

2 We looked at a couple of plats. I didn't
3 receive any documents, at that time. And I believe,
4 when the deposition notice was scheduled, I had a
5 conversation with Mr. Mikell. We discussed
6 transmitting relevant documents to me for me to
7 review, which I did. And --

8 Q Well, actually, what I was kind of driving at
9 is this: In terms of figuring out when it was you
10 were initially contacted --

11 A Sure.

12 Q -- what I was trying to get to was, when you
13 initially got contacted, did you write and confirm the
14 engagement or was it sometime after that?

15 A I had confirmed the engagement, but I wasn't
16 particularly concerned about the fee amount, given the
17 nature of the referral.

18 Q Okay. And what does that mean?

19 A Well, it means that Mr. Mikell was referred
20 to me by a colleague and a friend, and I wasn't
21 necessarily concerned about getting paid. I assumed
22 that we would negotiate a reasonable rate. And I
23 presented my -- the rate that I charge, and that was
24 acceptable.

25 Q Now, what was it that you were hired to do?

1 A I was hired to evaluate the validity of a
2 deed from Rivers Point, LLC to Palms Properties.

3 Q And for my purposes, since we've got a Rivers
4 Point Row Homeowners Association and a Rivers Point
5 Row, LLC, to keep from confusing myself, would it be
6 acceptable to you if I called the Homeowners
7 Association the HOA and the Rivers Point Row, LLC the
8 LLC?

9 A Sure.

10 Q And that way, as I said, I hopefully will not
11 confuse myself or you.

12 A Okay.

13 Q Now, when you got this assignment, you said
14 you initially talked with Mr. Mikell over the phone?

15 A Correct, and then we met in person.

16 Q Well, what I was going to ask you, before we
17 get to the in-person meeting: When you spoke with him
18 over the phone, did he give you any substantive
19 information about the case, or did y'all just set up a
20 meeting to talk about the case?

21 A He described the matter generally. It was a
22 matter involving deed interpretation, and we set up a
23 meeting to talk about the case. When he was next in
24 Charleston, we met.

25 Q Do you recall whether you made any notes of

1 that initial conversation?

2 A No, I do not.

3 Q If you made any, would you still have them?

4 A Probably not. To the extent that I'd made
5 them, it would have been to record the appointment and
6 really nothing else.

7 Q You said the next thing you did was met in
8 your office?

9 A Correct.

10 Q Okay. Did you receive some documents about
11 the case, at that time?

12 A Not prior to the meeting.

13 Q Did you get them at the meeting?

14 A Correct.

15 Q Can you give me a list of the documents that
16 you received?

17 A Sure. Well, I brought them with me.

18 Q Okay. Well, you can either tell me or you
19 can show them to me, and I can read out the list,
20 whichever one?

21 A Sure. I received, in addition to the
22 deposition notice, the subpoena duces tecum, the
23 summons and complaint, and the related pleadings.

24 Q And when you say "related pleadings", you
25 mean what?

1 A The answer to the Plaintiff's complaint. The
2 complaint, the answer, the LLC's answer to Palm
3 Properties' complaint and counterclaims as to
4 Plaintiffs, Rivers Point Row Horizontal Property
5 Regime and Palms Properties.

6 Q Okay.

7 A The reply by the Plaintiff to the
8 counterclaim of Rivers Point Row, LLC and the
9 First-Party Defendant and Third-Party Plaintiff Palms
10 Properties, LLC's reply. In addition to the
11 pleadings, I received a copy of the Horizontal
12 Property Act, the timeline, various notes prepared by
13 Mr. Mikell with some accompanying documents.

14 Q The notes that you got from Mr. Mikell, are
15 those in hand or?

16 A Yes.

17 Q Okay. And the documents that you got from
18 him relate to the notes he gave you?

19 A Correct.

20 Q Okay.

21 A There is also a copy of a portion of a
22 publication entitled Condominium Law in South
23 Carolina, 2nd Edition by Douglas Scott MacGregor,
24 Esquire, a copy of a reported opinion from the South
25 Carolina Court of Appeals. The caption is Re:

1 Reyhani, R-E-Y-H-A-N-I, versus Stonecreek Cove.

2 There's a copy of the Master Deed of Rivers
3 Point Row Horizontal Property Regime, which includes
4 two plats associated with the master deed. There is
5 also -- there are two amendments to the master deed.
6 There is a warranty deed from the LLC to Greg
7 Beall-Palms Properties.

8 There are two additional plats concerning the
9 property. And there's another document entitled
10 Horizontal Property Regime Rivers Point Row
11 Condominiums Schedule of Sheets.

12 Q And the plats, and I know this is a little
13 tedious, but it helps for me to know just what you've
14 got.

15 A Sure.

16 Q You mentioned that you had, at one point, you
17 had a couple of plats and then you said two more
18 plats?

19 A Yes.

20 Q Do you mind looking at those plats and
21 telling me the dates on them, please?

22 A The first one is dated July 3, 1996.

23 Q Okay.

24 A And I can give you the location --

25 Q Sure, that would be great.

1 A -- and identification information. EB --

2 sorry, 405-EB.

3 Q Okay.

4 A This was prepared by E.M. Seabrook, Jr.

5 Q Okay.

6 A The second one, the date -- another document
7 prepared by E.M. Seabrook, Jr. It has a signed date
8 of May 4, 2004.

9 Q Okay.

10 A I can give you a TMS Number to help identify
11 it?

12 Q Sure.

13 A The TMS is 425-07-00-139. The third plat is
14 dated 6/25/06. It is recorded in plat book -- I think
15 it's E1 Page 869. And the final one has a -- let's
16 see. There's an approval date of 5/4/05, and the TMS
17 Number on this plat is 425-07-0037.

18 MR. MIKELL: Just so the list is complete: I
19 believe there's also a deed in there to the LLC that
20 you didn't mention?

21 THE WITNESS: Correct, correct. Thank you.

22 BY MR. MASSALON:

23 Q Thanks. It doesn't necessarily appear in the
24 record, but all of these documents are in a notebook.

25 Did you get them like that or did somebody --

1 A I received them like this.

2 Q Okay. And you received them from Mr. Mikell?

3 A Correct.

4 Q Now, was this information that he brought to
5 you, or did you request some or of all this
6 specifically?

7 A I requested some of it, the pleadings, the
8 plats, any deeds. I mean, I've done my own research
9 that doesn't appear in the notebook, things from
10 Westlaw, for example, my own knowledge.

11 Q And I will get to that in a minute.

12 A Okay.

13 Q What I was just trying to figure out is: The
14 information in the notebook, is it pretty much in the
15 same form as it was when you got it?

16 A Correct.

17 MR. MASSALON: And again, I don't know if I'm
18 getting a copy of that, but I would like copies of all
19 that just to make sure my file is complete.

20 MR. MIKELL: Sure.

21 BY MR. MASSALON:

22 Q All right. Now, other than the information
23 that you've received, and I'm confining this question
24 here just for clarity's sake to the meeting that you
25 had initially in your office, did you receive any

1 other information that you recall orally from Mr.
2 Mikell? Did he tell you anything else about the case
3 that wouldn't be reflected in here?

4 A No.

5 Q Did you make notes of that initial meeting?

6 A No, I did not.

7 Q Was anybody with you, other than just the two
8 of you?

9 A No.

10 Q Not a research assistant or anything like
11 that?

12 A No.

13 Q Okay. And when or about when was it that you
14 got all this information?

15 A I'd say a couple of weeks ago, the notebook.

16 Q Right. And did you say you had, if I
17 remember right, two meetings with Mr. Mikell?

18 A More recently.

19 Q So after you got this, you met with him
20 again?

21 A Correct.

22 Q What was the purpose of that meeting?

23 A To discuss any questions that I might have.

24 Q All right. About the information or
25 something else?

1 A About the information related to the case
2 contained in the notebook.

3 Q What do you remember about that meeting?

4 A I recall that I examined the initial or the
5 original title to the real estate that ultimately
6 became the regime. I read over the plats with him.
7 We had some general discussions as to my understanding
8 of the law in this particular area.

9 Q Anything else you remember?

10 A No.

11 Q But just for timing purposes, how long was it
12 between the first meeting and the second meeting?

13 A We probably met -- it was probably a matter
14 of days.

15 Q Prior to the first in-person meeting that you
16 had, you mentioned that you had collected some
17 information on your own. Did you do any research or
18 any investigation between the time you got the first
19 call and your first meeting?

20 A Very limited. I wasn't sure if the case
21 would proceed, and I was out of town for the summer.
22 And so, no, I didn't do a lot of additional research
23 following our meeting.

24 Q You said, at some point, you collected some
25 information. That, I assume, that was after the first

1 in-person meeting?

2 A I'd say before the meeting and following the
3 meeting.

4 Q All right. What was that? What information
5 did you get on your own?

6 A Case-law research. I pulled South Carolina
7 Jurisprudence on condominium law.

8 Q And do you have that information somewhere
9 either reproduced on a disk saved?

10 A I can provide it to you. I actually read it
11 out of the book. And I brought some notes from my
12 research with me today to use as a reference.

13 Q What I'm interested to know is, in forming
14 whatever opinions you're going to tell me about in a
15 little bit, if you relied on any statutes, cases, you
16 know, treatises, anything like that. That's really
17 what I'm driving at.

18 A Sure.

19 Q So if you've got a list, you can tell it to
20 me.

21 A Okay.

22 Q Or if you don't have a list, I'm happy for
23 you to provide it to me after the deposition.

24 A I can tell it to you.

25 Q Great.

1 A First of all, the South Carolina Horizontal
2 Property Act. I mentioned already the South Carolina
3 Jurisprudence article on condominiums or horizontal
4 property regimes. I don't remember how it -- how it's
5 titled. I reviewed case law from our state appellant
6 courts, regarding the interpretation of deeds.

7 I reviewed general property notes that I use
8 in my class that I've taken from various textbooks and
9 treatises. One of those treatises that I use fairly
10 frequently is a document called -- a book called
11 Understanding Property Law by John Sprankling,
12 S-P-R-A-N-K-L-I-N-G.

13 Q Okay.

14 A Two cases that, you know, I reviewed
15 thoroughly. One was the Reyhani opinion that I
16 mentioned earlier.

17 Q Right.

18 A It's in my notebook, but I'd also found that
19 independently. Another case called Hobonny or
20 Hobonny, H-O-B-O-N-N-Y, Club.

21 Q Okay.

22 A Another case in related authority, the case
23 was Ward versus Woodward. Hobonny had to deal with
24 deeds involving plats. Ward was a construction of a
25 deed case dealing with ambiguities in deeds. And

1 then, a series of cases that I denote the citations
2 for them about the need to reserve -- I mean, the need
3 to identify reserved portions of property.

4 Q Other than this research that you mentioned,
5 in looking at -- well, you said you looked at the
6 South Carolina Horizontal Property Act. Any specific
7 sections of it or just the whole act?

8 A Well, I did read the whole act.

9 Q Let me ask you a slightly better question
10 than that.

11 A I did it in sections.

12 Q In forming your opinions, did you rely
13 particularly on any specific portions of the act? I
14 wasn't implying that you hadn't read the act. I meant
15 to ask you --

16 A I think, primarily, the key portions of the
17 act would be South Carolina Code Annotated, Section
18 27-31-30, 27-31-100, 27-31-110, 27-31-60, and finally
19 27-31-70.

20 Q And a similar question for South Carolina
21 Jurisprudence or the article you said, do you have a
22 specific cite for that?

23 A No, but I'll provide it to you.

24 Q Okay. If you would or send it to Mr. Mikell,
25 and he can send it to me.

1 A I will.

2 Q And you mentioned a few cases that you relied
3 on specifically. Just for purpose of completeness:
4 Are those the primary cases that you used in forming
5 your opinions?

6 A Correct. And I mean, again, there's other
7 authorities that state similar propositions, but those
8 would be the primary cases.

9 Q And you mentioned the -- and I'll probably
10 mispronounce it, the Reyhani, Hobonny, and the Ward
11 cases?

12 A Yes. I'll be happy to provide you copies of
13 those, as well.

14 Q I think I can get those on my own.

15 A Okay.

16 Q Thanks, though. And in the Sprankling book,
17 the property law book, again, are there any specific
18 sections you relied on in forming your opinions?

19 A It's more kind of confirming my opinions. I
20 mean, it's a hornbook, as you know --

21 Q Right.

22 A -- dealing with black letter law. I was
23 mainly checking it to see if South Carolina law was in
24 conformity with general black letter law, and it
25 appears to be.

1 Q Did -- and I don't know if you've got one,
2 but if you have a law student or research assistant,
3 did anyone like that do any work to help you come up
4 with your opinions?

5 A Not at all.

6 Q Okay. Did you talk with any of the litigants
7 in the lawsuit, any representatives of the HOA, Mr.
8 Beall, any representatives of the LLC?

9 A No.

10 Q Did you confer with any of your colleagues or
11 other attorneys about what you put in your opinions?

12 A No.

13 Q All right. If you would, let me get a list
14 of the opinions that you plan to offer. And then,
15 we'll go through and talk about them.

16 A Okay. The first opinion would be that the
17 LLC did not own the property that it conveyed to Palms
18 Properties because it conveyed property that belonged
19 to the HOA or the regime.

20 In support of that conclusion, there's no
21 description of Building 2 anywhere in the master deed
22 or on the plat that became part of the deed, and that
23 the reservation of a right to phase or build does not
24 equate with ownership.

25 Q Okay. Any other opinions, besides that?

1 A No.

2 Q Okay. Do you happen to have a copy of the
3 master deed with you?

4 A I do.

5 Q Will you flip to that?

6 A Yes.

7 Q Now, the sections that you were referring to,
8 I just want to get clear on that.

9 A Sure.

10 Q You said there's no description of Building 2
11 in the master deed or the plat, and the reservation or
12 the right by the developer to build Phase 2 doesn't
13 equate to ownership?

14 A Correct.

15 Q Tell me, when you refer to the reservation of
16 the right to build in phases, what specifically are
17 you talking about in the master deed?

18 A I believe that would be Article 3, Section
19 4-A.

20 Q At least on my copy, that starts at the
21 bottom of Page 4 of the master deed --

22 A Correct.

23 Q -- and goes to the top of Page 5?

24 A Correct, yes.

25 Q Okay. Now, you've told us what this

1 reservation doesn't do. Tell me, if you would, what
2 you think it does or what your opinion of what it does
3 do. What rights does that give the developer?

4 A Well, first of all, I've not been retained to
5 opine on the rights it does give the developer. But
6 as I interpret the paragraph, and it's a one-line
7 portion following that first paragraph, is that --
8 well, it says, "All improvements are in place, except
9 that Building 2 has not been built and the phasing is
10 to be as described in Exhibit H and Exhibit D herein."
11 This clause appears to be anticipating some sort of
12 schedule or phasing.

13 Q Now, have you considered, in forming the
14 opinions that you have in this case, whether that
15 right, meaning that right of the developer to build on
16 this piece of property, was assignable?

17 A I do not have an opinion about that.

18 Q Okay.

19 A I was not asked to evaluate that issue.

20 Q If I ask you to evaluate it now, could you
21 form an opinion on it?

22 A Not necessarily. I haven't researched the
23 assignability of rights to build. I mean, I have an
24 opinion about what the outcome would be, holding aside
25 whether the right is assignable.

1 Q All right. And I'm not sure I follow that.
2 What does that mean?

3 A Well, I believe, in this case, there's no
4 right to assign any interest in the common areas
5 because the common areas had already been set when the
6 master deed was recorded. So to the extent there was
7 some ability to convey a right to build, it was a
8 nullity because there was nothing to convey.

9 Q Well, I thought I understood you to say that
10 the developer in this Paragraph 3, Section 4-A
11 reserved the right to do something on that piece of
12 property?

13 A Correct. It appears to suggest that there
14 will be some phasing at some point. But again, we
15 can't -- I don't read this clause in isolation.

16 Q Uh-huh. (Affirmative)

17 A I think, more importantly, in earlier parts
18 of the master deed, the term property is defined --

19 Q Okay.

20 A -- that preclude any kind of ownership right
21 from being subsequently transferred, in regards to
22 this particular parcel.

23 Q So is it fair to say that, and I'm not trying
24 to say this for you. I'm just trying to understand
25 what you're telling me: That even if the developer

1 reserved the right to build something on this piece of
2 property, the fact that the property, in your view,
3 had been conveyed to the HOA meant that the right,
4 whatever it was that was reserved, was a nullity?

5 A Correct.

6 Q Okay. So in your view then, this paragraph,
7 and again, I'm not suggesting an answer to you, I'm
8 just trying to make sure I understand it: That the
9 reservation in Article 3, Section 4-A is basically
10 meaningless?

11 A Correct.

12 Q It doesn't allow the --

13 A Correct, in terms of the deed that was
14 conveyed to Palms Properties.

15 Q Taking the issue of the deed conveyed to
16 Palms Properties out of the mix, meaning pretend for a
17 minute that that didn't happen, does your view that
18 this section is a total nullity mean that it didn't
19 have the effect of reserving anything to the
20 developer?

21 A Yes.

22 Q Now, in looking at the master deed, did you
23 spend any time looking at the provisions of the master
24 deed regarding amendment of the master deed?

25 A I did review those sections.

1 Q And which section of that specifically did
2 you look at?

3 A Well, I can't tell you specifically. What I
4 do know is that, once property has already been
5 submitted to a regime and the regime owns it, that any
6 amendment would require unanimous consent of the unit
7 owners.

8 Q Are you relying on a particular part of the
9 master deed for that or something else?

10 A It's just my knowledge of -- it's my
11 knowledge of the effect of filing a recordation of a
12 master deed that establishes the Horizontal Property
13 Regime.

14 Q Okay. So it's not based on this. It's based
15 on the law, in general? And when I say this, I mean
16 the master deed.

17 A I mean, yes, correct. That is correct.

18 Q And again, I'm not trying to testify for you.
19 I'm just trying to understand the basis for that.

20 A Absolutely.

21 Q And as I understand it, your basis for making
22 that statement is not anything you saw or didn't see
23 in the master deed. It's what you know about the
24 general law?

25 A Well, I mean, I'm also basing my opinion on

1 how the master deed defines property in common areas.

2 Q Did you look -- when you were reviewing the
3 master deed, at the portions of it that speak to the
4 governance of the HOA or the regime board?

5 A Okay. Yes.

6 Q Yes, okay. And would you agree with me that
7 the initial -- initially, the declarant, the LLC, had
8 the right to appoint the members of the HOA Board?

9 A I was not asked to opine on that. I do know
10 that two amendments were made, but that is outside the
11 scope of why I was hired.

12 Q Okay. And so you don't have any opinion or
13 let me confirm that you don't have any opinions about
14 the governance of the HOA Board of Directors, while
15 the declarant was in control of it?

16 A No.

17 Q And you don't have any opinions about whether
18 the appointment of the directors, during the LLC's
19 control of the board, was proper or improper?

20 A No.

21 Q And you don't have any opinion about whether
22 any actions taken by the LLC, as directors of the HOA,
23 were valid or invalid?

24 A No, apart from the conveyance of property
25 that was already owned by the regime.

1 Q So your view is that the conveyance by the
2 LLC to Mr. Beall or his company was invalid?

3 A Correct.

4 Q But as far as any actions taken by the
5 developer as declarant or by the members of the LLC as
6 directors of the HOA Board, you don't have any opinion
7 about that one way or the other?

8 A No.

9 Q Okay. Were you asked to review any minutes
10 of the Board of Directors of the HOA?

11 A No, I was not.

12 Q Okay. And let me show you, and I'm not going
13 to mark it because I don't know if you can identify it
14 or not, but I'm going to show you some minutes from a
15 May 12, 2005 meeting.

16 A Okay.

17 Q You haven't seen those?

18 A As I sit here right now, I don't remember. I
19 don't recall seeing these. Some of the figures look
20 the same. I could look again in this notebook, if you
21 want me to verify?

22 Q If you don't mind, I actually could use just
23 a little more coffee, and I'd be interested to see if
24 you've reviewed that.

25 (Short break)

1 BY MR. MASSALON:

2 Q While we were on a break, I asked you if
3 you'd take a look at some meeting minutes. And you
4 said you'd check and see if you've seen them before?

5 A I have not.

6 Q Okay. Well, let me ask you, if you would
7 then, and you can, of course, look at whatever you
8 want to on this.

9 MR. MASSALON: Let me mark these.

10 (Exhibit No. 1 marked)

11 BY MR. MASSALON:

12 Q Look for me, if you would, at the very last
13 paragraph of that. And of course, you can look at
14 whatever you want to in it, but the last paragraph is
15 what I'm most interested in.

16 A Okay.

17 Q And would you agree with me, and I'm not
18 asking you to agree with me on the meaning of it, but
19 would you agree with me that, in the last paragraph
20 there, the HOA Board of Directors voted to ratify the
21 conveyance from the LLC to Palms Properties?

22 A Well, the document states, "the Association
23 approves the Building 2 lot contract".

24 Q And do you understand that that is the
25 contract between the LLC and Palms Properties, or you

1 just don't know?

2 A Yes, yes.

3 Q My question for you is this: Have you been
4 asked to consider or give any opinion about the effect
5 of that, meaning that approval or ratification on the
6 issues in this lawsuit?

7 A I have examined two amendments to the
8 document.

9 Q You mean the master deed?

10 A I haven't seen this before. So I haven't
11 been asked to do anything related to this, but this
12 would not -- I mean, what I'm reading here would not
13 change my opinion.

14 Q And why is that?

15 A Well, I mean, first of all, the property
16 wasn't the LLC's to convey at this point because the
17 property that was submitted with the master deed,
18 which include the common areas, that became the
19 property of the regime the day that the deed was
20 recorded.

21 Q Now, the document that we've marked as
22 Exhibit No. 1 is the minutes of a meeting of the
23 Homeowners Association Board of Directors, right?

24 A It says, "Action of The Directors of Rivers
25 Point Row Property Owners Association, Inc. Without a

1 Meeting."

2 Q Okay. All right. So are you focusing there
3 on the "Without a Meeting" part or something else?

4 A I'm focusing at the title of the document.
5 It's dated May 12, 2005 and says, "Without a Meeting".

6 Q Let me ask you this question, and then I'll
7 ask you a follow-up. My question was or was something
8 like: Is it your understanding that that document,
9 Exhibit No. 1, are the minutes of a meeting of the HOA
10 Board of Directors? And you were saying there was no
11 meeting, it's just minutes of the HOA Board; is that
12 the point?

13 A Well, I'm not exactly sure how to interpret
14 the document, to be honest.

15 Q Okay.

16 A There's language on the document saying that
17 "the Association approves the Building 2 lot contract"
18 between the LLC and Palms Properties. But the title
19 of the document suggests that there was not a meeting
20 held. So I don't know what it is.

21 Q Okay. So your point was, it's not meeting
22 minutes. It's minutes of something without a meeting?

23 A Correct.

24 Q Okay. Have you looked at the master deed
25 first to determine whether the HOA Board of Directors

1 could take action without a meeting?

2 A I don't recall.

3 Q Based on your knowledge of the general
4 condominium regime law and corporate law, are you
5 going to express any opinions one way or the other
6 about whether the HOA Board needed to have a meeting
7 to take action of the kind shown in Exhibit No. 1 or
8 not?

9 A No.

10 Q Okay.

11 A But I mean, just to clarify: It's my
12 understanding that acquiescence of all of the unit
13 owners would be required, but I've not been asked to
14 opine about that.

15 Q I got you. And so your understanding from
16 what, the master deed or the law in general that --

17 A The Horizontal Property Act.

18 Q And if the master deed said something
19 different than the Horizontal Property Regime Act on
20 that point, meaning on whether the unit owners would
21 have to acquiesce in a conveyance of common elements,
22 which one would go?

23 A I've not been asked to opine on that. My
24 initial inclination is that it would be a conflict
25 with the act, which requires unanimous acquiescence.

1 Q And just to follow that up: Is it your view
2 that if the master deed or governing documents of the
3 regime, whether it be an amendment to the master deed
4 or something like that, if those governing documents
5 of the regime conflict with the act, it's your view
6 that the act governs?

7 A I can't opine that that would occur in every
8 case.

9 Q Okay. And but it is your opinion, as I
10 understand it, that even if the association or the
11 regime's Board of Directors ratified or acquiesced or
12 agreed, whatever you name it, to the conveyance from
13 the LLC to Palms Properties that that would not have
14 the legal effect of making this conveyance valid? Is
15 that a terrible question?

16 A If you could rephrase it, please?

17 Q Certainly. Is it your opinion, regardless of
18 the actions of the HOA Board, that without the
19 acquiescence of all the property owners of Rivers
20 Point Row, it could not be a valid conveyance from the
21 LLC to Palms?

22 A That is my understanding of the Horizontal
23 Property Act. Acquiescence is needed to change
24 ownership.

25 Q Would that be everybody or just the majority?

1 A It's my understanding, it would require
2 unanimous consent.

3 Q All right. Let's see. Give me just a
4 minute, if I can. I may not be done, but I'm close.
5 Let me flip over my notes real quick. I'm sorry?

6 A I was just going -- I mean, my thought is
7 that -- I mean, I'm comfortable that that opinion, as
8 we're sitting here right now, would be correct because
9 there's a general preference in the law to try to
10 avoid fragmentation. And I believe that's why the act
11 would have a unanimity requirement.

12 Q Were you asked to look at any title insurance
13 issues in this case?

14 A Not at all.

15 Q Okay. And you don't have any opinions about
16 whether there's any title insurance implicated?

17 A Not at all.

18 Q As we sit here today, and I'm not asking you
19 to predict the future, but as we sit here today, do
20 you anticipate doing any additional work or forming
21 any additional opinions in this case?

22 A No, I do not.

23 Q Okay.

24 A I mean, depending on the length of time that
25 might pass between a deposition and trial, I mean, I

1 would certainly update, double check my research to
2 make sure there hadn't been any change, but I believe
3 that I've done what I need to do.

4 Q Sure. And like I said, I'm not asking you to
5 predict the future. I guess maybe a better question
6 is: Have you been asked to look into any issues or
7 form any opinions that, for whatever reason, you just
8 haven't done yet?

9 A No, I have not.

10 Q Have you requested any information that has
11 not been provided to you for whatever reason?

12 A No.

13 Q Okay. Are you aware of any information that
14 you asked or would liked to have reviewed that's lost,
15 destroyed, missing, anything like that?

16 A No.

17 MR. MASSALON: All right. I think those are
18 all of the questions I've got. These fellows may have
19 something for you.

20 EXAMINATION

21 BY MR. DAVID:

22 Q May I call you Will?

23 A Please.

24 Q My name is Dan David, and I represent Palms
25 Properties, a young guy and some of his family members

1 by the name of Beall. And of course, the Homeowners
2 Association has brought a suit to set aside the
3 transfer of Rivers Point, LLC to Palms Properties.

4 The master deed that you have reviewed,
5 generally speaking, under the Horizontal Property
6 Regime Act, would you say that the master deed is the
7 controlling document that governs the structure and
8 ownership of a particular unit that's identified in a
9 master deed?

10 A Yes, I would.

11 Q And whenever we think in terms of a
12 Horizontal Property Regime, that, I think, sometimes,
13 is identified as a fiction in the law, in that it is a
14 means to allow ownership to units that are basically
15 stacked on top of each other?

16 A I'm not aware that they've been described as
17 legal fictions, but I do know what you're referring to
18 in regards to the stacking description.

19 Q Generally, the law provided, back, I guess if
20 we take it back to England, the concept of actually
21 going out onto the property and transferring a handful
22 of dirt to --

23 A Correct.

24 Q -- we have such archaic laws as that, coming
25 down to the development of plats and the right of a

1 particular individual to rely on the plat. And that
2 once that plat was recorded, that whatever was in that
3 plat controlled the interest that that particular
4 individual may own; is that a fair statement?

5 A Yes, as long as any description on the plat
6 is legally sufficient.

7 Q So that if we had a particular lot that was
8 identified by some plat that was recorded, properly
9 recorded and approved by whatever the particular
10 governmental authority was, in Charleston County it
11 would be the County or the City Planning that would
12 stamp the plat, and it would be recorded, that any
13 person that purchased a lot pursuant to that plat
14 would have the right to rely on whatever was recorded
15 in that plat?

16 A I cannot agree with you --

17 Q You cannot?

18 A -- on that statement.

19 Q Tell me where I've made a mistake in that.

20 A I think, as a general proposition, that could
21 be correct. But where one is dealing with a
22 Horizontal Property Regime, it would be important to
23 compare any plat with the master deed that was
24 recorded initially.

25 Q Let me back up a minute. I was not referring

1 to a horizontal or to a master deed. I was referring
2 to a typical subdivision, lots only.

3 A I have not been asked to opine on the
4 reasonableness of anyone's reliance on a plat.

5 Q All right. Would you say that that is a
6 general statement of the law?

7 A It could be, but sometimes plats form a part
8 of the deed. So one would also need to reference any
9 deed that was associated with the plat.

10 Q And let me rephrase that. A person who takes
11 title to a particular lot that is shown on the plat by
12 a deed that refers to that particular plat, they would
13 own that property as it's identified on that plat,
14 would they not?

15 A I cannot opine as to whether Palms Properties
16 had a right to rely on that plat. I wasn't asked to
17 do that. But what I could -- and regardless of their
18 reliance, there would not be a valid transfer if the
19 transferor did not own the property that it was
20 conveying.

21 Q Okay. I think you've answered the question
22 anyway. Under the Horizontal Property Regime Act and
23 pursuant to this master deed, the language that is in
24 the master deed in the plat that was recorded that
25 would be referred to in this master deed, those are

1 the controlling documents for anyone that would
2 purchase pursuant to this master deed, are they not?

3 A I'm sorry, if you could repeat the question?
4 I'm trying to pay attention.

5 Q Well, let me ask it a different way. If I
6 wanted to buy a lot in the Rivers Point Row Horizontal
7 Property Regime, if I had bought one, what
8 documents --

9 MR. MIKELL: They don't sell lots.

10 BY MR. DAVID:

11 Q -- would I have that would convey the
12 interest to me of a particular unit?

13 A Well, I mean, you would have a title to a
14 unit --

15 Q Okay.

16 A -- that would be subject --

17 Q How would they describe that unit? How would
18 it be identified?

19 A I think it would be reasonable to identify
20 the unit as being associated with a Horizontal
21 Property Regime.

22 Q And that Horizontal Property Regime would
23 control what I could and could not do with my
24 particular unit?

25 A Absolutely.

1 Q Okay. And there are certain covenants,
2 conditions and restrictions and certain limitations as
3 to what I can and cannot do with that property?

4 A Correct.

5 Q And generally speaking, in order for me or
6 any particular unit owner in this Horizontal Property
7 Regime, once the master deed is recorded and the
8 property has been transferred, how would I go about
9 making any changes in my particular unit or any
10 conditions that related to my unit?

11 A Well, I mean, first of all, it would depend
12 on the bylaws of a particular Horizontal Property
13 Regime. And it would also depend whether the
14 alteration -- whether the proposed alteration
15 involved a unit individually versus a common area, for
16 example. And there could be different restrictions as
17 related to each.

18 Q If it involved a common area and the exterior
19 to the building, would it require all of the owners of
20 the property, who had purchased subject to the master
21 deed, to consent to any changes?

22 A It would require all unit owners to approve
23 any change in ownership, with respect to the common
24 property.

25 Q Is that generally true for most Horizontal

1 Property Regimes?

2 A Yes.

3 Q And that's pretty much established in the
4 Horizontal Property Regime Act?

5 A Correct.

6 Q In the deed, have you had an opportunity to
7 look at the deed that was conveyed to Palms
8 Properties?

9 A Yes.

10 Q Was that what we refer to as a general
11 warranty deed?

12 A It has the title of Warranty Deed. There's
13 no indication that it's a general versus a special
14 warranty deed. It appears to be a general warranty
15 deed, but I was not asked to evaluate the kind of
16 warranties that it conveyed.

17 Q Generally speaking, a general warranty deed,
18 the person conveying title would be required to defend
19 the title against all persons whomsoever; is that a
20 fair statement?

21 A That's correct.

22 Q And that was the language that was used in
23 this particular deed?

24 A Yes, sir. And it says, and the grantor does
25 hereby bind grantors, its successors, executors and

1 administrators to warrant and forever defend.

2 Q If I understood your previous testimony, you
3 recited a case of Reyhani --

4 A Yes.

5 Q -- if I'm pronouncing that correctly, versus
6 Stonecreek Cove Condominiums?

7 A Yes.

8 Q And that seems to be the controlling case, as
9 you understand it, for the law of the State of South
10 Carolina, at the present time?

11 A It appears to be right on point and still
12 controlling.

13 Q And in that case, as in the case at hand, the
14 developer failed to properly reserve property that was
15 going to be later developed and conveyed all of the
16 property to the Homeowners Association either as
17 common elements or as units?

18 A Correct.

19 Q And so in the particular case at hand, when
20 declarant conveyed the property, he failed to reserve
21 any future development? And when I say the case at
22 hand, the case we're here about today.

23 A He failed to reserve the right to convey
24 ownership to anything associated with the property
25 that had already been conveyed to the regime.

1 Q Okay. And did he attempt to correct that by
2 going back and getting the Board of Directors to
3 approve some subsequent conveyance?

4 A I don't know what the developer attempted to
5 do or what the motives were.

6 Q From the -- I believe that you testified that
7 you had not looked at the minutes of any of the
8 meetings of the Board of Directors?

9 A Correct.

10 Q Do you know if the members of the Board of
11 Directors were also part of the group of the
12 declarants?

13 A I have no idea.

14 Q And if I understood your testimony correctly,
15 again, in your opinion, it would not have made any
16 difference what the Board of Directors did, once they
17 had conveyed the property to the Homeowners
18 Association?

19 A Correct, once the LLC had conveyed the
20 property, which took place upon the recordation of the
21 master deed.

22 Q That they had lost control, at that
23 particular point in time?

24 A Correct.

25 Q And in order for any changes to have been

1 made, it would have required all of the then owners of
2 units in the Horizontal Property Regime?

3 A Any changes that would have affected
4 ownership, correct.

5 Q Which, in this instance, the conveyance of
6 the property in question would have changed ownership
7 for all of the other unit owners?

8 A In my opinion, yes.

9 MR. DAVID: I don't think I have anything
10 further.

11 MR. MIKELL: Just a few points.

12 EXAMINATION

13 BY MR. MIKELL:

14 Q Will, the document that Mr. Massalon
15 introduced, yeah, that one, can you tell me the date
16 on that document?

17 A Yes. May 12, 2005.

18 Q And what's the date of the recordation on the
19 master deed?

20 A I'll tell you in just a moment. The master
21 deed was executed and recorded on May 4, 2004.

22 Q Approximately, a year prior to the document
23 that Mr. Massalon gave you?

24 A Correct.

25 Q And are you familiar with a case called

1 Concerned Citizens of Dunes West versus Georgia
2 Pacific Company, which establishes the legal issue in
3 South Carolina that the developer has a fiduciary duty
4 to the members and the association in a
5 common-interest entity?

6 A That case is familiar to me. I do understand
7 that to be the holding of that case.

8 Q Okay. And do you know, in this document that
9 Mr. Massalon gave you that's this exhibit here, who
10 the people are that executed that document?

11 A Yes, sir. There are three signatures.

12 Q And what are their names?

13 A The first one is John B. Hagerty, as
14 Director. The second is John W. Derbyshire, Director,
15 and the last signature is Linda L. Derbyshire,
16 Director.

17 Q Do you have knowledge of whether or not these
18 folks are also the members of the developer LLC?

19 A I do not.

20 Q Okay. Would it surprise you to learn that
21 they are the same people, and they're signing there on
22 behalf of the association that they are the members of
23 the developer LLC?

24 A Possibly, yes.

25 Q Now, one other issue: Let's assume that,

1 instead of acreage, that the deed into the developer
2 LLC was a basket that had ten apples in it. And then
3 let's assume that the document, which is Exhibit A to
4 the master deed, which transfers that property,
5 whatever it is on that document, to the association
6 has ten apples in it.

7 A Yes.

8 Q What's left for the developer to convey to
9 anyone?

10 A Nothing.

11 MR. MIKELL: All right. Thank you.

12 MR. MASSALON: I'm sorry, just a couple of
13 follow-ups.

14 REEXAMINATION

15 BY MR. MASSALON:

16 Q You mentioned -- and again, I don't want to
17 testify for you. I just want to clarify. Do you have
18 an opinion that there is some part of this master deed
19 that is ambiguous?

20 A I mean, it does not appear ambiguous to me.

21 Q But -- and I'm not trying to be clever.

22 A Sure.

23 Q I just want to clarify. The fact that it's
24 not ambiguous to you is not necessarily the same thing
25 as whether it's ambiguous?

1 A Well, there's a difference.

2 Q Okay.

3 A The reason why I have the opinion that it's
4 not ambiguous is that nowhere is there any description
5 concerning a Building 2 of any type. The term
6 Building 2 appears once in the master deed, but is
7 nowhere defined. It is also not -- it does not appear
8 anywhere in graphic or written form on the plats that
9 form part of the master deed because they were filed
10 and recorded with it. So to that extent, there's no
11 ambiguity.

12 Q There's a reference to Building 2, but
13 there's just not a definition or any other reference
14 to it?

15 A Correct.

16 Q Is it fair to say that you don't know what
17 the reference to Building 2 means?

18 A That is fair because it's not defined
19 anywhere.

20 Q Look for me, if you would, on Page 20 of the
21 master deed. And I'm looking at Section 3, Amendments
22 by the Declarant.

23 A Yes.

24 Q And I don't know if you have reviewed that,
25 but if you haven't, take a second. But my question is

1 this: Doesn't Section 3 allow the declarant to amend
2 the master deed without the consent of the association
3 or any owner, at the very bottom, to clarify any
4 provision of this master deed or eliminate any
5 conflict between the provisions of this master deed?

6 A I'm sorry, are you referring to the amendment
7 or the master deed?

8 Q Oh, I'm sorry, I'm referring to Article 7 --

9 A Oh.

10 Q -- Section 3 of the master deed. I'm sorry,
11 and it's on Page 20 of my copy.

12 A Okay.

13 Q Article 7, Section 3.

14 A Yes.

15 Q Okay. And over on the next page, Section 3
16 speaks to "Amendments by Declarant"?

17 A Okay.

18 Q And here's my question: "Notwithstanding any
19 other provision herein or in the Bylaws, Declarant may
20 amend this Master Deed without the consent of the
21 Association, any Owner, any easement grantee, or any
22 mortgagee if in Declarant's opinion, such amendment is
23 necessary to". And then go down to Subparagraph vii,
24 "clarify any provision of this Master Deed or
25 eliminate any conflict between provisions of this

1 Master Deed."

2 A This Section 3 does say that.

3 Q The notes, and I don't know if I asked for
4 these or not, but it appears that you made some notes
5 of particular things. I'd also like to get a copy of
6 those.

7 A Of course.

8 MR. MASSALON: That's it for me.

9 REEXAMINATION

10 BY MR. MIKELL:

11 Q The two amendments that you have --

12 A Yes.

13 Q -- to the master deed, do they, in any way,
14 grant the declarant the right to sell any of the
15 common property?

16 A No.

17 Q In fact, look at Exhibit H, if you would,
18 please, in the master deed.

19 A Yes.

20 Q What's the title of it?

21 A Exhibit H, Phasing.

22 Q Do you interpret the word phasing to grant
23 any rights of ownership or the right to convey
24 property?

25 A I do not.

1 MR. MIKELL: Thank you, sir.

2 MR. MASSALON: That's it for me.

3 REEXAMINATION

4 BY MR. DAVID:

5 Q It's your understanding that this particular
6 exhibit was added after the documents, after the
7 master deed was recorded or as part of it?

8 A It's with it.

9 MR. MIKELL: No, it was part of the original
10 that was amended, but it's part of the original.

11 THE WITNESS: It was an exhibit to the master
12 deed.

13 MR. DAVID: Okay. I don't have anything
14 further.

15 (The deposition concluded at 10:39 a.m.)

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C-E-R-T-I-F-I-C-A-T-E

I, Lisa A. McCarn, Court Reporter and Notary Public, certify that I did have WILLIAM J. COOK to appear before me at 9:15 a.m. on the 2nd day of October, 2009 at Wills & Massalon, 134 Meeting Street, Suite 100, Charleston, South Carolina; that the witness was duly sworn and cautioned to tell the truth, the whole truth, and nothing but the truth; that the foregoing pages constitute a true and accurate transcript of his testimony given at that time and place.

I further certify that I am not of counsel or kin to any of the parties to this cause of action, nor am I interested in any manner in its outcome.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 10th day of October, 2009.



Lisa A. McCarn

Lisa A. McCarn

Notary Public for South Carolina

My Commission Expires:

August 17, 2015

A	38:14 50:1	12:5 29:18	50:2,21	best 54:4
ability 26:7	alteration 42:14	approval 15:16	assume 18:25	better 21:9 37:5
Absolutely 3:25	alternation 42:14	32:5	47:25 48:3	billed 8:12
28:20 41:25	ambiguities 20:25	approve 42:22	assumed 10:21	bind 43:25
acceptable 10:24	ambiguities 20:25	45:3	attempt 45:1	bit 4:1 19:15
11:6	ambiguity 49:11	approved 39:9	attempted 45:4	black 22:22,24
accompanying 13:13	ambiguous 48:19,20,24,25	approves 31:23	attention 41:4	board 29:4,8,14
accurate 53:11	49:4	33:17	attorney 5:19	29:19 30:6,10
54:5	amend 50:1,20	Approximately 46:22	attorneys 7:14	31:20 32:23
acquiesce 34:21	amended 52:10	archaic 38:24	23:11	33:10,11,25
acquiesced 35:11	amendment 27:24 28:6	area 18:8 42:15	August 53:25	34:6 35:11,18
acquiescence 34:12,25 35:19	35:3 50:6,22	42:18	authorities 22:7	45:2,8,10,16
35:23	amendments 14:5 29:10	areas 26:4,5	authority 20:22	book 15:14
acreage 48:1	32:7 49:21	29:1 32:18	39:10	19:11 20:10
act 13:12 20:2	50:16 51:11	article 20:3	avoid 3:21 36:10	22:16,17
21:6,7,8,13,14	amount 10:16	21:21 24:18	aware 37:13	bottom 24:21
21:17 34:17,19	Andrews 2:10	27:9 50:8,13	38:16	50:3
34:25 35:5,6	Annotated 21:17	aside 25:24 38:2	A-P-P-E-A-R-...	bought 41:7
35:23 36:10	answer 13:1,2,2	asked 25:19 29:9	2:1	Boulevard 2:10
38:6 40:22	27:7	30:9 31:2 32:4	a.m 52:15 53:5	Box 1:24
43:4	answered 40:21	32:11 34:13,23	a/k/a 1:4	break 3:23
action 32:24	anticipate 36:20	36:12 37:6,14	B	30:25 31:2
34:1,7 53:14	anticipating 25:11	40:3,16 43:15	B 47:13	broad 3:10
actions 29:22	anybody 17:7	51:3	back 38:19,20	brought 12:17
30:4 35:18	anyone's 40:4	asking 3:14	39:25 45:2	16:4 19:11
added 52:6	anyway 40:22	31:18 36:18	background 4:1	38:2
addition 12:21	apart 29:24	37:4	based 28:14,14	build 23:23
13:10	Appeals 13:25	assign 26:4	34:3	24:12,16 25:15
additional 14:8	appear 15:23	assignability 25:23	basically 27:9	25:23 26:7
18:22 36:20,21	16:9 48:20	assignable 25:16	38:14	27:1
adjunct 4:6	49:7 53:5	25:25	basing 28:25	building 23:21
administrators 44:1	appears 22:25	assignment 11:13	basis 28:19,21	24:10 25:9
advocacy 5:2	25:11 26:13	assistant 17:10	basket 48:2	31:23 33:17
Affirmative 26:16	43:14 44:11	23:2	Beach 1:25 6:17	42:19 49:5,6
ago 9:23 17:15	49:6 51:4	associated 14:4	7:5	49:12,17
agree 29:6 31:17	appellant 20:5	40:9 41:20	Beall 23:8 30:2	built 25:9
31:18,19 39:16	appellate 4:23	44:24	38:1	buy 41:6
agreed 35:12	5:2	association 1:5	Beall-Palms 14:7	bylaws 42:12
agreement 9:4	apples 48:2,6	11:4,7 31:22	Beaufort 2:6	50:19
agreements 9:2	appoint 29:8	32:23,25 33:17	behalf 47:22	C
allow 27:12	appointment 44:16 45:18	35:10 38:2	believe 10:3	call 18:19 37:22
		47:4,22 48:5	15:19 24:18	called 11:6
			26:3 36:10	20:10,10,19
			37:2 45:6	46:25
			belonged 23:18	caption 13:25
				Carolina 1:1

13:23,25 19:6 20:1,2 21:6,17 21:20 22:23 44:10 47:3 53:7,23 case 1:2 6:1,7,14 6:19,21 7:15 8:3,10,22 9:6 10:1 11:19,20 11:23 12:11 17:2 18:1,20 20:5,19,22,22 20:25 25:14 26:3 35:8 36:13,21 44:3 44:8,13,13,19 44:21,22 46:25 47:6,7 cases 5:18,21 6:6 7:9,21 8:14 19:15 20:14 21:1 22:2,4,8 22:11 Case-law 19:6 cause 53:14 cautioned 53:8 certain 42:1,2 certainly 35:17 37:1 Certificate 2:21 certify 53:4,13 change 32:13 35:23 37:2 42:23 changed 46:6 changes 42:9,21 45:25 46:3 charge 7:25 8:1 10:23 charging 8:3 Charleston 1:2 2:10,15 4:7 5:6 6:11,12 7:11 7:15,20 11:24 39:10 53:7 check 31:4 37:1	checking 22:23 Circle 2:5 citations 21:1 cite 21:22 Citizens 47:1 City 7:4 39:11 clarify 34:11 48:17,23 50:3 50:24 clarity's 16:24 class 20:8 clause 25:11 26:15 clear 24:8 clearly 3:22 clever 48:21 clients 5:17,23 close 36:4 Club 20:20 Code 21:17 coffee 30:23 colleague 10:20 colleagues 23:10 collected 18:16 18:24 colonial 6:16 come 23:3 comfortable 36:7 coming 8:8 38:24 Commission 53:24 common 1:1 26:4,5 29:1 32:18 34:21 42:15,18,23 44:17 51:15 common-inter... 47:5 company 30:2 47:2 compare 39:23 complaint 12:23 13:1,2,3 complete 15:18	16:19 completeness 22:3 concept 38:20 concerned 10:16 10:21 47:1 concerning 14:8 49:5 concluded 52:15 conclusion 23:20 conditions 42:2 42:10 condominium 13:22 19:7 34:4 condominiums 14:11 20:3 44:6 confer 23:10 confining 16:23 confirm 9:4 10:13 29:13 confirmed 10:15 confirming 22:19 conflict 7:5 34:24 35:5 50:5,25 conformity 22:24 confuse 11:11 confusing 11:5 consent 28:6 36:2 42:21 50:2,20 consider 32:4 considered 25:13 constitute 53:10 constitution 5:4 constitutional 4:22 7:3 construction 20:24 consulted 5:20	Consulting 7:2 contacted 10:10 10:13 contained 18:2 54:7 contains 54:4 contract 31:23 31:25 33:17 control 29:15,19 41:23 45:22 controlled 39:3 controlling 38:7 41:1 44:8,12 conversation 8:23 9:22 10:5 12:1 conversations 9:1 convey 26:7,8 32:16 41:11 44:23 48:8 51:23 conveyance 29:24 30:1 31:21 34:21 35:12,14,20 45:3 46:5 conveyed 23:17 23:18 27:3,14 27:15 43:7,16 44:15,20,25 45:17,19 conveying 40:20 43:18 Cook 1:19 3:1,7 53:4 54:12 copies 4:12 16:18 22:12 copy 4:9 9:9,12 13:11,21,24 14:2 16:18 24:2,20 50:11 51:5 corporate 34:4 correct 4:8,24 5:11,25 6:22	7:10,24,24 11:15 12:9,14 13:19 15:21,21 16:3,16 17:21 22:6 24:14,22 24:24 26:13 27:5,11,13 28:17,17 30:3 33:23 36:8 38:23 39:21 42:4 43:5,21 44:18 45:1,9 45:19,24 46:4 46:24 49:15 corrections 54:6 correctly 44:5 45:14 counsel 53:13 counterclaim 13:8 counterclaims 13:3 County 1:2 6:20 39:10,11 couple 3:10 9:20 10:2 14:17 17:15 48:12 course 5:1 9:13 31:7,13 38:1 51:7 courses 5:3 court 1:1,23 2:2 5:23 6:7 8:6 13:25 53:3 courts 20:6 Cove 14:1 44:6 covenants 42:1 covering 5:15 current 4:2 5:7 currently 4:25 C-E-R-T-I-F-I... 53:1 D D 25:10 Dan 2:9 37:24 date 15:6,7,16
--	--	---	---	--

46:15,18 dated 14:22 15:14 33:5 dates 14:21 David 2:8,9,19 37:21,24 41:10 46:9 52:4,13 day 32:19 53:5 53:17 54:9 days 18:14 deal 20:23 dealing 20:25 22:22 39:21 declarant 29:7 29:15 30:5 44:20 49:22 50:1,16,19 51:14 declarants 45:12 Declarant's 50:22 deed 11:2,22 14:2,4,5,6 15:19 20:25 23:21,22 24:3 24:11,17,21 26:6,18 27:13 27:15,22,24,24 28:9,12,16,23 29:1,3 32:9,17 32:19 33:24 34:16,18 35:2 35:3 38:4,6,9 39:23 40:1,8,9 40:12,23,24,25 41:2 42:7,21 43:6,7,11,12 43:14,15,17,23 45:21 46:19,21 48:1,4,18 49:6 49:9,21 50:2,4 50:5,7,10,20 50:24 51:1,13 51:18 52:7,12 deeds 6:16 16:8 20:6,24,25	defend 43:18 44:1 Defendant 1:9 2:7 3:12 13:9 defendants 1:15 2:12 8:15 defined 26:18 49:7,18 defines 29:1 definition 49:13 delay 9:21 denote 21:1 depend 42:11,13 depending 36:24 deposed 6:20 deposition 1:18 8:6 10:4 12:22 19:23 36:25 52:15 54:3 depositions 7:22 Derbyshire 47:14,15 describe 41:17 described 11:21 25:10 38:16 54:7 description 23:21 24:10 38:18 39:5 49:4 54:14 destroyed 37:15 determine 33:25 developed 44:15 developer 24:12 25:3,5,15 26:10,25 27:20 30:5 44:14 45:4 47:3,18 47:23 48:1,8 development 6:12 38:25 44:21 difference 45:16 49:1 different 34:19 41:5 42:16	Director 47:14 47:14,16 directors 29:14 29:18,22 30:6 30:10 31:20 32:23,24 33:10 33:25 35:11 45:2,8,11,16 dirt 38:22 discuss 17:23 discussed 10:5 discussions 18:7 disk 19:9 dispute 6:12 document 8:5 14:9 15:6 20:10 31:22 32:8,21 33:4,8 33:14,16,19 38:7 46:14,16 46:22 47:8,10 48:3,5 documents 10:3 10:6 12:10,15 13:13,17 15:24 35:2,4 41:1,8 52:6 doing 4:4,16 36:20 double 37:1 Douglas 13:23 driving 10:8 19:17 duces 12:22 duly 3:2 53:8 Dunes 47:1 duty 47:3 E earlier 20:16 26:17 easement 50:21 EB 15:1 Edition 13:23 Edward 7:16 effect 27:19 28:11 32:4	35:14 either 12:18 19:9 44:16 elective 5:3 elements 34:21 44:17 eliminate 50:4 50:25 engagement 10:14,15 England 38:20 entire 54:3 entitled 13:22 14:9 entity 47:5 equate 23:24 24:13 Errata 2:22 54:1 ERROR/CHA... 54:14 Esquire 13:24 established 43:3 establishes 28:12 47:2 estate 18:5 evaluate 11:1 25:19,20 43:15 evaluating 7:5 everybody 35:25 exactly 9:24 33:13 EXAMINATI... 3:3 37:20 46:12 EXAMINATI... 2:16 examined 18:4 32:7 example 16:10 42:16 executed 46:21 47:10 executors 43:25 exhibit 25:10,10 31:10 32:22 33:9 34:7 47:9	48:3 51:17,21 52:6,11 EXHIBITS 2:24 expert 3:13 5:21 6:2,8,10,15,18 6:23 7:2,8,9,25 8:15 Expires 53:24 express 34:5 extent 12:4 26:6 49:10 exterior 42:18 e-mail 9:5,16 E.M 15:4,7 E1 15:15 F F 1:14 fact 27:2 48:23 51:17 failed 44:14,20 44:23 fair 5:24 26:23 39:4 43:20 49:16,18 fairly 20:9 Falls 2:9 familiar 46:25 47:6 family 37:25 far 30:4 fee 10:16 fellows 37:18 fiction 38:13 fictions 38:17 fiduciary 47:3 fifth 6:25 figure 16:13 figures 30:19 figuring 10:9 file 16:19 filed 49:9 filing 28:11 final 15:15 finally 21:18 Finkel 9:24 first 3:17 4:2 6:8
---	---	---	--	--

7:15 8:23	18:7 20:7	guess 37:5 38:19	21:6 28:12	18:1,17,25
14:22 18:12,15	22:24 28:15,24	guy 37:25	34:17,19 35:22	19:4,8 37:10
18:18,19,25	34:3,16 36:9	guys 4:11,14	38:5,12 39:22	37:13
20:1 23:16	39:20 40:6		40:1,22 41:6	initial 9:22 12:1
25:4,7 32:15	43:10,13,14,17	H	41:20,22 42:6	17:5 18:4 29:7
33:25 42:11	generally 11:21	H 25:10 51:17	42:12,25 43:4	34:24
47:13	38:5,19 42:5	51:21	46:2	initially 8:23
First-Party 13:9	42:25 43:17	Hagerty 47:13	hornbook 22:20	10:10,13 11:14
flip 24:5 36:5	Georgia 47:1	hand 1:14 13:15	hour 8:1	16:25 29:7
flipping 5:14	Gerry 9:24	44:13,19,22	hours 8:11	39:24
focus 5:13	getting 10:21	53:17	H-O-B-O-N-N...	injury 6:19
focusing 33:2,4	16:18 45:2	handful 38:21	20:20	instance 46:5
folks 47:18	give 3:10 4:17	happen 24:2	I	instructions
follow 26:1 35:1	11:18 12:15	27:17	idea 45:13	3:11
following 18:23	14:24 15:10	happy 19:22	identification	insurance 36:12
19:2 25:7	25:3,5 32:4	22:12	15:1	36:16
follows 3:2	36:3	Harper 2:4	identified 3:13	interest 26:4
follow-up 33:7	given 7:22 10:16	head 3:21	38:8,13 39:8	39:3 41:12
follow-ups 48:13	53:11	hear 3:17	40:13 41:18	interested 19:13
Folly 1:25 6:17	go 23:15 34:22	held 33:20	identify 15:10	30:23 31:15
foregoing 53:10	42:8 50:23	help 15:10 23:3	21:3 30:13	53:15
forever 44:1	goes 24:23	helps 14:13	41:19	interpret 25:6
form 16:15	going 3:14 11:16	hereunto 53:16	implicated 36:16	33:13 51:22
25:21 37:7	19:14 30:12,14	hired 6:18 9:18	implying 21:14	interpretation
40:7 49:8,9	34:5 36:6	10:25 11:1	important 39:22	6:16 11:22
formal 9:4	38:21 44:15	29:11	importantly	20:6
forming 19:13	45:2	historic 4:22 5:2	26:17	introduced
21:12 22:4,18	governance 29:4	6:9,10 7:11,15	improper 29:19	46:15
25:13 36:20	29:14	HOA 11:7 23:7	improvements	invalid 29:23
found 20:18	governing 35:2	23:19 27:3	25:8	30:2
foundation 6:11	35:4	29:4,8,14,22	inclination	investigation
7:11 8:18	governmental	30:6,10 31:20	34:24	18:18
four 8:11	39:10	33:9,11,25	include 32:18	involved 6:15,17
fourth 4:5 6:23	governs 35:6	34:6 35:18	includes 14:3	8:17,21 42:15
fragmentation	38:7	Hobonny 20:19	independently	42:18
36:10	grant 7:12,19	20:20,23 22:10	20:19	involving 6:19
frequently 20:10	8:20 51:14,22	holding 25:24	INDEX 2:16,24	7:3 11:22
friend 10:20	grantee 50:21	47:7	indication 43:13	20:24
full 4:5 5:10,22	grantor 43:24	Homeowners	individual 39:1	in-person 11:17
full-year 5:1	grantors 43:25	11:4,6 32:23	39:4	18:15 19:1
further 46:10	grants 6:16	38:1 44:16	individually	isolation 26:15
52:14 53:13	graphic 49:8	45:17	42:15	issue 7:3 25:19
future 36:19	great 4:10 14:25	honest 33:14	information	27:15 47:2,25
37:5 44:21	19:25	hopefully 11:10	11:19 15:1	issues 6:9 10:1
G	Greg 14:6	horizontal 1:3	16:4,14,22	32:6 36:13
general 10:1	group 45:11	13:4,11 14:3	17:1,14,24	37:6
		14:10 20:1,3		

J	4:22 5:4,6,17 6:10 7:3,20 13:22 18:8 19:7 20:5,11 22:17,22,23,24 23:2 28:15,24 34:4,4,16 36:9 38:13,19 40:6 44:9 laws 7:6 38:24 lawsuit 3:12 23:7 32:6 learn 47:20 left 48:8 legal 35:14 38:17 47:2 legally 39:6 length 36:24 letter 9:16 22:22 22:24 let's 15:15 36:3 47:25 48:3 liked 37:14 limitations 42:2 limited 18:20 Linda 47:15 LINE 54:14 Lisa 2:2 53:3,22 list 6:4 12:15,19 15:18 19:19,22 23:13 listed 6:5 7:7 litigants 23:6 litigation 6:2,24 little 4:1 14:12 19:15 30:23 LLC 1:8,10,13 11:2,5,7,8 13:8 14:6 15:19 23:8,17 29:7 29:22 30:2,5 31:21,25 33:18 35:13,21 38:3 45:19 47:18,23 48:2 LLC's 13:2,10	29:18 32:16 load 5:7,8 location 14:24 long 4:4 18:11 39:5 look 4:18 28:2 29:2 30:19,20 31:3,7,12,13 36:12 37:6 43:7 49:20 51:17 looked 10:2 21:5 33:24 45:7 looking 14:20 21:5 27:22,23 49:21 lost 37:14 45:22 lot 18:22 31:23 33:17 39:7,13 40:11 41:6 lots 40:2 41:9	M M 2:9 MacGregor 13:23 main 5:13 majority 35:25 making 28:21 35:14 42:9 manner 53:15 Marion 6:13 mark 30:13 31:9 marked 2:24 31:10 32:21 marsh 6:17 Massalon 2:13 2:13,18 3:4 4:15,20 9:11 9:15 15:22 16:17,21 31:1 31:9,11 37:17 46:14,23 47:9 48:12,15 51:8 52:2 53:6 master 14:2,4,5 23:21 24:3,11	24:17,21 26:6 26:18 27:22,23 27:24 28:9,12 28:16,23 29:1 29:3 32:9,17 33:24 34:16,18 35:2,3 38:4,6,9 39:23 40:1,23 40:24,25 41:2 42:7,20 45:21 46:19,20 48:4 48:18 49:6,9 49:21 50:2,4,5 50:7,10,20,24 51:1,13,18 52:7,11 matter 7:11,13 9:1 11:21,22 18:13 McCarn 1:23 2:2 53:3,22 mean 10:18 12:25 16:8 21:2 22:6,20 25:23 26:2 27:18 28:15,17 28:25 32:9,12 32:15 34:11 36:6,7,24,25 41:13 42:11 48:20 meaning 25:15 27:16 31:18 32:5 34:20 meaningless 27:10 means 10:19 38:14 49:17 meant 21:14 27:3 meeting 2:14 9:25 11:17,20 11:23 12:12,13 16:24 17:5,22 18:3,12,12,15 18:19,23 19:1	19:2,3 30:15 31:3 32:22 33:1,3,5,9,11 33:19,21,22 34:1,6 53:6 meetings 8:25 17:17 45:8 members 29:8 30:5 37:25 45:10 47:4,18 47:22 mention 15:20 mentioned 14:16 18:16 20:2,16 21:4 22:2,9 48:16 54:6 met 3:8 11:15,24 12:7 17:19 18:13 Mikell 2:4,5,20 4:11,13 8:24 9:10,14,23 10:5,19 11:14 13:13,14 15:18 16:2,20 17:2 17:17 21:24 41:9 46:11,13 48:11 51:10 52:1,9 mind 14:20 30:22 minute 16:11 27:17 36:4 39:25 minutes 30:9,14 31:3 32:22 33:9,11,22,22 45:7 mispronounce 22:10 missing 37:15 mistake 39:19 mix 27:16 moment 46:20 mortgagee 50:22 motives 45:5
K					
keep 3:20 11:5 key 21:16 kin 53:14 kind 10:8 22:19 26:20 34:7 43:15 Kirk 7:19 know 3:11,18,23 8:8 9:11,23 14:12,13 16:17 19:13,16 20:14 22:20 23:1 28:4,23 29:9 30:13 32:1 33:20 38:17 45:4,10 47:8 49:16,24 51:3 knowledge 16:10 28:10,11 34:3 47:17 54:4					
L					
L 47:15 land 6:16 lands 6:17 land-use 6:9 language 33:16 40:23 43:22 law 4:3,7,21,22					

Myrtle 7:4	okay 3:15,18,24 3:25 4:7 7:1,7 9:6,14 10:18 11:12 12:10,18 13:6,17,20 14:23 15:3,5,9 16:2,12 17:13 19:21 20:13,21 21:24 22:15 23:6,16,25 24:2,25 25:18 26:19 27:6 28:14 29:5,6 29:12 30:9,12 30:16 31:6,16 33:2,15,21,24 34:10 35:9 36:15,23 37:13 40:21 41:15 42:1 45:1 47:8 47:20 49:2 50:12,15,17 52:13	opportunity 43:6 orally 17:1 order 42:5 45:25 ordinances 7:4 original 18:5 52:9,10 outcome 25:24 53:15 outside 29:10 owned 29:25 owner 42:6 50:3 50:21 owners 1:4 28:7 32:25 34:13,20 35:19 42:19,22 46:1,7 ownership 23:24 24:13 26:20 35:24 38:8,14 42:23 44:24 46:4,6 51:23 owns 28:5	45:11 48:18 49:9 52:7,9,10 particular 18:8 26:22 28:8 38:8 39:1,3,7,9 40:11,12 41:12 41:24 42:6,9 42:12 43:23 44:19 45:23 51:5 52:5 particularly 10:16 21:13 parties 53:14 parts 26:17 party 8:18 pass 36:25 passed 7:4 pay 41:4 people 47:10,21 person 8:25 11:15 39:13 40:10 43:18 persons 43:19 phase 23:23 24:12 phases 24:16 phasing 25:9,12 26:14 51:21,22 phone 11:14,18 piece 25:16 26:11 27:1 place 25:8 45:20 53:12 54:6 plaintiff 1:6,11 2:4,7 8:18,20 13:7,9 plaintiffs 8:15 8:17 13:4 Plaintiff's 13:1 plan 23:14 Planning 39:11 plat 15:13,14,17 23:22 24:11 39:1,2,3,5,8,12 39:13,15,23 40:4,9,11,12	40:13,16,24 plats 10:2 14:4,8 14:12,17,18,20 16:8 18:6 20:24 38:25 40:7 49:8 pleadings 12:23 12:24 13:11 16:7 PLEAS 1:1 please 3:6,20 14:21 35:16 37:23 51:18 point 1:3,4,13 8:24 11:2,4,4,7 13:4,8 14:3,10 14:16 18:24 26:14 32:16,25 33:12,21 34:20 35:20 38:3 41:6 44:11 45:23 points 46:11 portion 13:21 25:7 portions 21:3,13 21:16 29:3 possible 7:3 Possibly 47:24 potential 7:5 practice 4:23 preclude 26:20 predict 36:19 37:5 preemption 7:3 preference 36:9 premise-of-lia... 6:19 prepared 13:12 15:4,7 present 44:10 presented 10:23 preservation 4:22 5:2 6:9,11 8:19 presiding 7:10
N				
name 3:5 35:12 37:24 38:1 names 47:12 nature 10:17 necessarily 10:21 15:23 25:22 48:24 necessary 50:23 need 3:23 21:2,2 37:3 40:8 needed 34:6 35:23 negotiate 10:22 Neville 2:14 nods 3:21 Notary 53:3,23 notebook 15:24 16:9,14 17:15 18:2 20:18 30:20 notes 11:25 13:12,14,18 17:5 19:11 20:7 36:5 51:3 51:4 notice 10:4 12:22 Notwithstandi... 50:18 nullity 26:8 27:4 27:18 Number 15:10 15:17	once 5:3 28:4 39:2 42:7 45:16,19 49:6 one-line 25:6 opine 25:5 29:9 34:14,23 35:7 40:3,15 opinion 3:15 13:24 20:15 23:16 25:2,17 25:21,24 28:25 29:12,21 30:6 32:4,13 35:9 35:17 36:7 45:15 46:8 48:18 49:3 50:22 opinions 19:14 21:12 22:5,18 22:19 23:4,11 23:14,25 25:14 29:13,17 34:5 36:15,21 37:7	P Pacific 47:2 page 2:17,24 15:15 24:21,23 49:20 50:11,15 54:14 pages 53:10 paid 8:12 10:21 Palm 13:2 Palms 1:8,10 11:2 13:5,9 23:17 27:14,16 31:21,25 33:18 35:13,21 37:24 38:3 40:15 43:7 paragraph 25:6 25:7 26:10 27:6 31:13,14 31:19 parcel 26:22 part 23:22 28:8 33:3 40:7		
O				
occasion 5:20 occupation 4:2 occur 35:7 October 1:20 53:6,17 offer 23:14 office 9:25 12:8 16:25 Oh 50:8,9				

7:12	40:13,19,22	37:5 40:21	48:14 51:9	remember 7:14
pretend 27:16	41:7,21,22	41:3 46:6	52:3	8:21 9:24
pretty 16:14	42:3,6,8,12,20	49:25 50:18	refer 24:15	17:17 18:3,9
43:3	42:24 43:1,4	questions 3:14	43:10	20:4 30:18
previous 44:2	44:14,16,20,24	3:18 5:15	reference 19:12	repeat 41:3
primarily 21:16	45:17,20 46:2	17:23 37:18	40:8 49:12,13	rephrase 35:16
primary 22:4,8	46:6 48:4	quick 36:5	49:17	40:10
prior 12:12	51:15,24		referral 10:17	reply 13:7,10
18:15 46:22	proposed 6:12	R	referred 9:25	reported 13:24
Pritchard 7:16	42:14	rate 10:22,23	10:19 40:25	Reporter 2:2
probably 4:16	proposition	ratification 32:5	referring 24:7	53:3
12:4 18:13,13	39:20	ratified 35:11	38:17 39:25	Reporter's 2:21
22:9	propositions	ratify 31:20	40:1 50:6,8	Reporting 1:23
proceed 18:21	22:7	read 12:19 18:6	refers 40:12	represent 3:12
proceedings	provide 19:10	19:10 21:8,14	reflected 17:3	5:17 37:24
54:5	19:23 21:23	26:15 54:3	regarding 20:6	representatives
Professional 2:5	22:12	reading 32:12	27:24	23:7,8
professor 4:3	provided 9:9	real 18:5 36:5	regardless 35:17	representing
7:19,20 8:20	37:11 38:19	realize 4:17	40:17	5:23
9:24	provision 50:4	really 12:6 19:16	regards 26:21	reproduced 19:9
pronouncing	50:19,24	reason 37:7,11	38:18	request 16:5
44:5	provisions 27:23	49:3	regime 1:4 13:5	requested 16:7
proper 29:19	50:5,25	reasonable	14:3,10 18:6	37:10
properly 39:8	Public 53:4,23	10:22 41:19	23:19 28:5,5	require 28:6
44:14	publication	reasonableness	28:13 29:4,25	36:1 42:19,22
Properties 1:8	13:22	40:4	32:19 34:4,19	required 34:13
1:10 11:2 13:3	pulled 19:6	recall 11:25 17:1	35:3,5 38:6,12	43:18 46:1
13:5,10 14:7	purchase 41:2	18:4 30:19	39:22 40:22	requirement
23:18 27:14,16	purchased 39:13	34:2	41:7,21,22	36:11
31:21,25 33:18	42:20	receive 10:3	42:7,13 43:4	requires 34:25
35:13 37:25	purpose 17:22	12:10 16:25	44:25 46:2	research 16:8
38:3 40:15	22:3	received 12:16	regimes 20:4	17:10 18:17,22
43:8	purposes 11:3	12:21 13:11	43:1	19:6,12 21:4
property 1:4,4	18:11	16:1,2,23	regime's 35:11	23:2 37:1
4:21 5:1,13	pursuant 39:13	recited 44:3	relate 13:18	researched
13:4,12 14:3,9	40:23 41:2	record 3:22 5:19	related 6:9	25:22
14:10 20:2,4,7	put 23:11	12:5 15:24	12:23,24 18:1	reservation
20:11 21:3,6	P.O 1:24	recording	20:22 32:11	23:23 24:11,15
22:17 23:17,18		28:11 45:20	42:10,17	25:1 27:9
25:16 26:12,18	Q	46:18	relevant 10:6	reserve 21:2
27:2,2 28:4,12	Qualifications	recorded 15:14	reliance 40:4,18	44:14,20,23
29:1,24 32:15	7:8	26:6 32:20	relied 19:15 22:2	reserved 21:3
32:17,19,25	qualified 6:6,15	39:2,8,9,12,14	22:18	26:11 27:1,4
34:17,19 35:19	7:9	39:24 40:24	rely 21:12 39:1	reserving 27:19
35:23 38:5,12	question 16:23	42:7 46:21	39:14 40:16	respect 42:23
38:21 39:22	21:9,20 32:3	49:10 52:7	relying 28:8	responses 3:21
	33:6,7 35:15	REEXAMIN...		

restrictions 42:2 42:16 resume 4:8,21 retained 5:20 7:16 25:4 retainer 9:2 review 8:5 10:7 27:25 30:9 reviewed 20:5,7 20:14 30:24 37:14 38:4 49:24 reviewing 29:2 Reyhani 14:1 20:15 22:10 44:3 right 3:5 4:15 5:4,12 8:17 16:22 17:16,17 17:24 19:4 20:17 22:21 23:13,23 24:12 24:16 25:15,15 25:25 26:1,4,7 26:11,20 27:1 27:3 29:8 30:18 32:23 33:2 36:3,8 37:17 38:25 39:14 40:5,16 44:11,23 48:11 51:14,23 rights 25:3,5,23 51:23 Rivers 1:3,4,13 11:2,3,4,7 13:4 13:8 14:2,10 32:24 35:19 38:3 41:6 Row 1:3,4,13 11:4,5,7 13:4,8 14:3,10 32:25 35:20 41:6 Ryan 2:14 R-E-Y-H-A-N-I 14:1	S sake 16:24 saved 19:9 saw 28:22 saying 33:10,16 says 4:21 25:8 32:24 33:5 43:24 SC 1:25 2:6,10 2:15 Scarborough 7:10 schedule 14:11 25:12 scheduled 10:4 school 4:7 5:6,17 7:20 Schwartz 2:8 scope 29:11 Scott 2:9 13:23 Seabrook 15:4,7 seal 53:17 second 3:20 4:17 6:14 8:19 15:6 18:12 47:14 49:25 section 21:17 24:18 26:10 27:9,18 28:1 49:21 50:1,10 50:13,15 51:2 sections 21:7,11 22:18 24:7 27:25 see 5:14 9:9,16 15:16 22:23 28:22 30:23 31:4 36:3 seeing 30:19 seen 30:17 31:4 32:10 sell 41:9 51:14 send 21:24,25 sent 4:11,13,14 9:8 series 21:1	served 6:2,10,23 8:14 serving 6:8 set 11:19,22 26:5 38:2 53:16 sheet 2:22 54:1,7 Sheets 14:11 Short 30:25 show 12:19 30:12,14 shown 34:7 40:11 signature 47:15 signatures 47:11 signed 15:7 54:9 signing 47:21 similar 21:20 22:7 sir 43:24 47:11 52:1 sit 30:18 36:18 36:19 sitting 36:8 slightly 21:9 society 6:11 8:19 somebody 15:25 sorry 7:19 15:2 36:5 41:3 48:12 50:6,8 50:10 sort 25:11 South 1:1 13:22 13:24 19:6 20:1,2 21:6,17 21:20 22:23 44:9 47:3 53:7 53:23 speak 29:3 speaking 38:5 42:5 43:17 speaks 50:16 special 43:13 specific 21:6,13 21:22 22:17 specifically 16:6 22:3 24:16	28:1,3 spend 27:23 spent 8:9 spoke 11:17 Sprinkling 20:11 22:16 Square 6:13 St 2:10 stacked 38:15 stacking 38:18 stamp 39:12 started 3:11 5:22 starts 24:20 state 1:1 3:5 7:6 20:5 22:7 44:9 statement 28:22 39:4,18 40:6 43:20 states 31:22 statutes 19:15 Stonecreek 14:1 44:6 stop 3:23 stopped 5:23 Street 2:14 53:7 structure 38:7 student 23:2 stuff 9:8 subdivision 40:2 subject 41:16 42:20 submitted 28:5 32:17 Subparagraph 50:23 subpoena 12:22 subsequent 9:19 45:3 subsequently 26:21 substantive 11:18 successors 43:25 sufficient 39:6 suggest 26:13	suggesting 27:7 suggests 33:19 suit 38:2 Suite 2:14 53:7 summer 18:21 summons 12:23 support 23:20 sure 3:19 4:15 4:19 7:16 10:11 11:9 12:17,21 14:15 14:25 15:12 16:19,20 18:20 19:18 24:9 26:1 27:8 33:13 37:2,4 48:22 surprise 47:20 sworn 3:2 53:8 S-P-R-A-N-K-... 20:12 T take 31:3 34:1,7 38:20 49:25 taken 20:8 29:22 30:4 takes 40:10 talk 11:20,23 23:6,15 talked 11:14 talking 24:17 taught 4:6 teach 4:21,25 5:3 teaching 4:5 5:4 5:7,8,17,22 tecum 12:22 tedious 14:13 telephone 8:25 tell 12:18 17:2 19:14,19,24 24:15 25:1 28:3 39:19 46:15,20 53:8 telling 14:21 26:25
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ten 48:2,6	times 3:8 6:1,5	32:7 51:11	20:23 42:15	3:7 53:4 54:12
tenure 5:5	8:17	type 49:5	43:13 44:5	Wills 2:13 53:6
term 26:18 49:5	timing 18:11	typical 40:2	47:1	witness 3:13
terms 10:9 27:13	title 6:17 18:5	typically 8:1,2	view 27:2,6,17	4:12,19 5:21
38:11	33:4,18 36:12	9:3	30:1 35:1,5	6:2,8 7:2 9:13
terrible 35:15	36:16 40:11		vii 50:23	15:21 52:11
testified 3:2 7:22	41:13 43:12,18	U	Village 2:5	53:8,16
45:6	43:19 51:20	Uh-huh 26:16	voted 31:20	Woodward
testify 28:18	titled 20:5	ultimately 18:5	vs 1:12	20:23
48:17	TMS 15:10,13	unanimity 36:11		word 51:22
testimony 8:6,6	15:16	unanimous 28:6	W	work 5:16 23:3
44:2 45:14	today 8:8 19:12	34:25 36:2	W 47:14	36:20
53:11	36:18,19 44:22	understand 3:17	Wal-Mart 6:20	worked 6:18
textbooks 20:8	told 7:21 24:25	26:24 27:8	want 24:8 30:21	7:14 8:15
Thank 15:21	top 24:23 38:15	28:19,21 31:24	31:8,14 48:16	working 8:9
48:11 52:1	total 27:18	35:10 44:9	48:17,23	wouldn't 17:3
Thanks 15:23	town 18:21	47:6	wanted 41:6	write 10:13
22:16	traffic 7:6	understanding	Ward 20:23,24	written 9:2,4,17
thing 12:7 48:24	transcript 53:11	6:22 18:7	22:10	9:19 49:8
things 3:16,21	54:5	20:11 33:8	warrant 44:1	
4:16 16:9 51:5	transfer 38:3	34:12,15 35:22	warranties	Y
think 15:14	40:18	36:1 52:5	43:16	yeah 4:19 6:5
21:16 22:14	transferor 40:19	understood 26:9	warranty 14:6	46:15
25:2 26:17	transferred	44:2 45:14	43:11,12,14,14	year 4:5 5:3 8:24
37:17 38:11,12	26:21 42:8	unit 28:6 34:12	43:17	9:23 46:22
39:20 40:21	transferring	34:20 38:8	wasn't 10:15,20	years 4:6
41:19 46:9	38:21	41:12,14,17,20	18:20 21:14	yesterday 4:11
third 15:13	transfers 48:4	41:24 42:6,9	32:16 40:16	4:13,16 9:10
Third-Party	transmitting	42:10,15,22	way 11:10 30:7	young 7:12
1:11,15 2:7,12	10:6	46:7	34:5 41:5	37:25
3:12 13:9	treatises 19:16	units 38:14	51:13	y'all 11:19
Thomas 2:5	20:9,9	44:17 46:2	weeks 9:20	
thoroughly	trial 6:6,14	update 37:1	17:15	S
20:15	36:25	use 9:2 19:12	Wegmann 2:4	\$250 8:1
thought 26:9	true 5:5 42:25	20:7,9 30:22	Weidner 2:4	
36:6	53:10 54:4	usually 9:3,3,4	went 6:6,14	O
three 8:11 47:11	truth 53:9,9,9		West 47:1	08-CP-10-2279
time 4:6 5:10,22	try 3:21 36:9	V	Westlaw 16:10	1:2
6:23 7:25 8:9	trying 10:12	v 1:7	we'll 23:15	
8:12 9:18,21	16:13 26:23,24	valid 29:23	we're 36:8 44:22	I
10:3 12:11	27:8 28:18,19	35:14,20 40:18	we've 11:3 32:21	1 31:10 32:22
18:18 27:23	41:4 48:21	validity 11:1	WHEREOF	33:9 34:7
36:24 44:10	two 4:6 6:5,7 7:7	various 13:12	53:16	10th 53:17
45:23 53:12	7:23 14:4,5,8	20:8	whichever 12:20	10:39 52:15
54:5	14:17 17:7,17	verbal 3:21	whomsoever	100 2:14 53:7
timeline 13:12	20:14 29:10	verify 30:21	43:19	12 30:15 33:5
		versus 14:1	William 1:19 3:1	46:17

1342:14 53:6	482:18			
142:5				
17 53:25	5			
1996 14:22	524:23			
	5/4/05 15:16			
2	512:20			
21:20 23:21	522:19			
24:10,12 25:9	532:21			
31:23 33:17	542:22			
49:5,6,12,17				
2nd 13:23 53:5	6			
2049:20 50:11	6/25/06 15:14			
2004 15:8 46:21	7			
2005 30:15 33:5	750:8,13			
46:17	7572:10			
2009 1:20 53:6	778 1:24			
53:17 54:9				
2015 53:25	8			
27-31-100 21:18	869 15:15			
27-31-110 21:18				
27-31-30 21:18	9			
27-31-60 21:18	9:15 53:5			
27-31-70 21:19				
29401 2:15				
29407 2:10				
29439 1:25				
29907 2:6				
3				
32:18 14:22				
24:18 26:10				
27:9 49:21				
50:1,10,13,15				
51:2				
372:19				
4				
415:8 24:21				
46:21				
4-A 24:19 26:10				
27:9				
405-EB 15:2				
425-07-00-139				
15:13				
425-07-0037				
15:17				
462:20				

ACTION
OF
THE DIRECTORS
OF
RIVERS POINT ROW PROPERTY OWNERS ASSOCIATION, INC.
WITHOUT A MEETING

Charleston, South Carolina
May 12, 2005

The undersigned, being all of the directors of Rivers Point Row Property Owners Association, Inc. (the "Corporation"), do hereby consent to the following action on behalf of the Corporation pursuant to S.C. Code Ann. §33-31-821 (Law. Co-op. 1990), to the same effect as if said action were taken at a meeting of the directors duly called and held for such purpose and at which the following resolutions were unanimously adopted:

WHEREAS, Declarant, executed and recorded the Master Deed for Rivers Point Row Horizontal Property Regime dated May 4, 2004 and recorded at Book G-493, Page 001, Charleston County RMC Office (the "Master Deed"); and

WHEREAS, the Declarant executed and recorded the First Amendment to Master Deed dated May 24, 2004 and recorded at Book R-495, Page 385, Charleston County RMC Office; and

WHEREAS, the Declarant and the Corporation desire to further amend the Master Deed;

IT IS HEREBY RESOLVED, that the Declarant further clarify the Master Deed as follows:

- I. Article IV Section 7 is deleted in its entirety and replaced with the following:

Section 7. Capital Contributions

- a. At the time that title is conveyed to a Buyer by the Declarant, the Buyer shall contribute to a working capital reserve established by the Association a sum equal to three (3) times that Unit's monthly Assessment. Such funds shall be used solely for initial operating and capital expenses of the Regime.
- b. Subsequent to the initial sale of a Unit, any and every time that title is conveyed by an Owner to a subsequent owner, the subsequent Owner shall contribute to a working capital reserve established by the Association a sum equal to three (3)

Exhibit	1
Date	10-2-09
Cook	

times that Unit's monthly Assessment. Such funds shall be used solely for the capital expenses of the Regime.

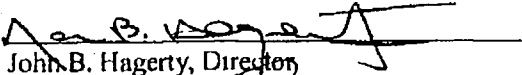
2. The following provisions of the Master Deed including (i) Section 4. Description of Rivers Point Row (a) General Description and Phasing, (ii) Exhibit D, % After Building 2, and (iii) Exhibit H, Phasing are hereby clarified by confirming that Declarant shall cause the building of Building 2 as follows: (i) containing a maximum of 8 Townhouse Units ("New Townhouse Units"); (ii) built within three years from the recording of the Master Deed; and (iii) making use of the existing Common Areas without substantial increase to the proportionate share amount of the Common Expenses payable by existing Unit Owners.

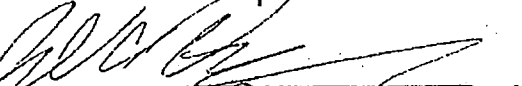
The following chart shows the percentage interest in the Common Areas of each original Unit Owner as well as the Owners of the New Townhouse Units at the point at which the additional 8 Units are built and added to the Regime :

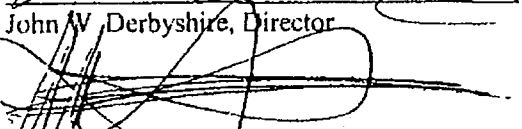
2 Bedroom Townhouse Units	From .81	To .76
2 Bedroom Garden Units	From .73	To .69
1 Bedroom Garden Units	From .64	To .60
8 New Townhouse Units	.76	

FURTHER RESOLVED, that the Association approves the Building 2 lot contract dated January 26, 2005 with Palms Properties, LLC with Addendum C dated February 18, 2005, Addendum D dated March 18, 2005 and Addendum E dated May 12, 2005 ("Beall Contract"). The Deed under the Beall Contract is to specifically require that the property is to be sold subject to the Master Deed, as amended.

No further action was taken on this date.


John B. Hagerty, Director


John W. Derbyshire, Director


Linda L. Derbyshire, Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
_____)

Rivers Point Row Horizontal Property)
Regime, a/k/a Rivers Point Row)
Property Owners Association, Inc.,)

Plaintiff,)

v.)

Palms Properties, LLC,)

Defendant.)
_____)

Palms Properties, LLC,)

Third Party Plaintiff,)

v.)

Rivers Point Row, LLC,)

Third Party Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2008-CP-10-2279

AFFIDAVIT

FILED
2012 MAY 23 AM 9:29
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Personally appeared before a Notary Public of South Carolina the undersigned
affiant, who upon oath, deposes and declares the following facts:

1. My name is Daniel C. Forsberg.
2. I am 62 years old and am a resident of Charleston County, S.C.
3. I have a B.S. Degree in Civil Engineering from The Citadel (1976).
4. I also have an A.S Degree in Mechanical Engineering from Trident
Technical College (1969).

5. I am the holder of these professional licenses:
 - a. Professional Engineer, South Carolina (#8402).
 - b. Professional Surveyor, South Carolina (#8402).
 - c. Professional Engineer, Georgia (#13,935).
 - d. Professional Surveyor, Georgia (#2553).
 - e. Professional Engineer, North Carolina (#29509).
6. I am now or previously have been a member of these professional organizations:
 - a. Civil Engineering Club – Charleston.
 - b. S.C. Professional Land Surveyors Association.
7. I have been or currently am a director or officer in these professional organizations:

Coastal Chapter – SC Professional Land Surveyors
8. I have examined these documents regarding the condominium project known as Rivers Point Row on James Island in Charleston County, S.C. at the Register of Deeds Office of Charleston County, S.C.:
 - a. Deed Book F 493 Page 759 of the Charleston County RMC records from Intercontinental Fund III Rivers Point SC, LLC to Rivers Point Row, LLC of 8.49 acres.
 - b. Plat Book EB Page 405 that is the 8.49 acres sold in Deed Book F 493 Page 759.
 - c. Master Deed in Book G 493 at Page 001 recorded May 4, 2004 to create Rivers Point Row Horizontal Property Regime.
 - d. Plat Book EB at Page 405 prepared by E.M. Seabrook, Jr., SCRLS, on July 3, 1996, referred to in the Master Deed as the land that constitutes the named Horizontal Property Regime.
 - e. Exhibit A (in two pages) to the Master Deed in Book G 493 at Page 001 which is a metes and bounds description of the 8.49 acres.
 - f. The definition of "Common Area" in Article II-1-(g) of the Master Deed in Book G 493 at Page 001 which means all of the 8.49 acres less the units.
 - g. Article III Section 1 of the Master Deed in Book G 493 Page 001 which submits the 8.49 acres described on Exhibit A to the Horizontal Property Regime Act. This was recorded on May 4, 2004.
 - h. Article III Section 4(a) of the Master Deed in Book G 493 Page 001 which states that all buildings are in place but Building 2 that has not been built.

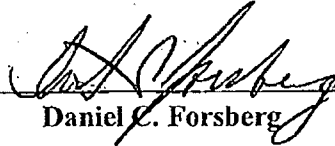
- i. Article III Section 4(e) of the Master Deed in Book G 493 Page 001 which again defines the Common Area as the entire property being 8.49 acres on Exhibit A and every part thereof other than the Units.
 - j. Exhibit C to the Master Deed in Book G 493 Page 001 consisting of 12 pages that defines the Units and the buildings that are in the Regime.
 - k. A First Amendment to the Master Deed in Book R 495 Page 385 recorded May 24, 2004.
 - l. A Second Amendment to the Master Deed in Book X 541 Page 561 recorded on June 22, 2005.
 - m. A deed to Palms Properties, LLC in Book X 541 at Page 464 recorded on June 22, 2005.
 - n. Plat Book EH at Page 904 which describes 0.38 acres referred to in Book X 541 Page 464.
 - o. Plat Book EJ at Page 869 recorded June 23, 2006 which describes 0.387 acres.
9. After reviewing the documents set forth above, I am of these opinions:
- a. The parcel of real property described as 8.49 acres that is described in Plat Book EB at Page 405 is the parcel of real property stated on Attachment A to Deed Book G 493 Page 001 recorded May 4, 2004 to be the real property of the horizontal property regime known as Rivers Point Row.
 - b. The 8.49 acres to which the Rivers Point Row Horizontal Property Regime applies as stated in the Master Deed in Book G 493 Page 001 is the same 8.49 acres that was originally deeded to Rivers Point Row, LLC in Book F 493 Page 759.
 - c. To the best of my knowledge there has not been any other recorded amendments to the description of the 8.49 acres of real property originally stated in Attachment A to the Master Deed in Deed Book G 493 at Page 001 since the recording of Plat Book EB at Page 405.
 - d. There is not a word description stated in the Master Deed recorded in Book G 493 Page 001 which defines the location of a Building 2 nor is there a word description which defines the location of Building 2 stated in the recorded First and Second Amendments to the Master Deed.
 - e. There is not a description of Building 2 set forth in the building plan attached to the Master Deed.
 - f. After reviewing the Master Deed recorded in Deed Book G 493 at Page 001, the plans attached to that Master Deed, and the two

Amendments to the Master Deed, it is not possible for me to be able to determine (i) a description or plans for a Building 2, or, (ii) a location for Building 2.

Executed on Dec 21, 2011.

By: Daniel C. Forsberg

Signature of Affiant: _____


Daniel C. Forsberg

Sworn to before me on 21st Dec., 2011

By: Mary F. Hughes Notary Public for South Carolina

is Mary F. Hughes (SEAL)

My Commission Expires: 10-6-14

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

CERTIFICATE OF MAILING

Name of Case: Rivers Point Row Horizontal Property Regime, et al
vs. Palms Properties, LLC

Case Number: 2008-CP-10-2279

Date: May 2, 2012

Document(s): Affidavit of Daniel C. Forsberg in Support of
Plaintiff's Motion for Summary Judgment

Addressee(s): Dan M. David, Esq.
P.O. Box 32097
Charleston, SC 29417

O. Grady Query, Esq.
Query, Sautter, Gliserman & Price, LLC
147 Wappoo Creek Drive, Suite 202
Charleston, SC 29412

John A. Massalon and I. Ryan Neville
Attorneys for Third Party Defendants
Wills Massalon & Allen, LLC
PO Box 859
Charleston, SC 29402

FILED
2012 MAY 23 AM 9:29
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The undersigned hereby certifies that (s)he placed true and accurate copies of the Document(s) named above to the Addressee(s) named above on the date shown above in an envelope with sufficient prepaid first class postage affixed thereon and deposited the same to the U.S. Postal Service for delivery to the same named Addressee(s).

/s/ *MMB*

Printed Name Michael J. Bulmeyer

Title Attorney For 1st Party Plaintiff

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CASE NO.: 08-CP-10-2279

RIVERS POINT ROW HORIZONTAL
PROPERTY REGIME, a/k/a RIVERS
POINT ROW PROPERTY OWNERS
ASSOCIATION, INC.,

Plaintiff,

v.

PALMS PROPERTIES, LLC,
Defendant.

PALMS PROPERTIES, LLC,

Third Party Plaintiff,

v.

RIVERS POINT ROW, LLC and
JOSEPH F. HAND, JR.,

Third Party Defendants.

AFFIDAVIT OF W. GREGORY PEARCE, ESQ.

BY _____
JULIE J. ARMSTRONG
CLERK OF COURT

2012 MAY 30 PM 2:17

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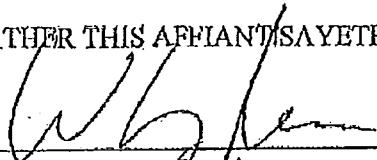
PERSONALLY appeared before me, W. Gregory Pearce, Esquire who, being first duly sworn, deposes and says:

1. I am competent to make this affidavit.
2. The matters stated herein are based upon my personal knowledge.
3. I am over eighteen (18) years of age.
4. The statements made herein are based, in part, upon my review of the following:
 - a. The Master Deed for the subject property and Exhibits thereto recorded in Book G493, Page 001 at the Charleston County Register of Mesne Conveyance;
 - b. The First Amendment to the Master Deed for the subject property recorded in Book R495, Page 385 at the Charleston County Register of Mesne Conveyance;
 - c. The Second Amendment to the Master Deed for the subject property recorded in Book X541, Page 562 at the Charleston County Register of Mesne Conveyance; and
 - d. The Affidavit of John Hagerty.

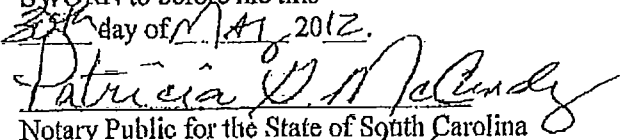
Page 1 of 2

5. Based upon the Master Deed, Exhibits thereto, and Amendments thereto, the right to build Building 2 was an assignable right.
6. Based upon the Affidavit of John Hagerty, Rivers Point Row, LLC ("RPRLLC") intended to assign the right to build Building 2 to Palms Properties, LLC ("Palms") when it conveyed the Building 2 lot to Palms on May 12, 2005.
7. If the subject instrument was in the form of an Assignment of Declarant Rights, Palms would have had the legal right to build Building 2.

FURTHER THIS AFFIANT SAYETH NOT.


W. Gregory Pearce, Esquire

SWORN to before me this


day of MAY, 2012.

Patricia D. McCurdy
Notary Public for the State of South Carolina

My Commission Expires: 9/7/2014

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Rivers Point Row Horizontal Property
Regime, a/k/a Rivers Point Row
Property Owners Association, Inc.,)

Plaintiff,)

v.)

Palms Properties, LLC,)

Defendant.)

Palms Properties, LLC,)

Third Party Plaintiff,)

v.)

Rivers Point Row, LLC,)

Third Party Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2008-CP-10-2279

SUPPLEMENT TO PLAINTIFF'S
MEMORANDUM OF LAW IN SUPPORT
OF SUMMARY JUDGMENT

FILED
2012 JUN 26 AM 11:35
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

The First Party Plaintiff to this legal action respectfully submits the following Supplement to its Memorandum of Law in Support of its Motion for Summary Judgment in accordance with a question presented with request for additional information by the Honorable Mikell Scarborough, who as Master In Equity presided over the hearing of Plaintiff's and Third Party Defendant's summary judgment motions on June 1, 2012 in Charleston, South Carolina.

QUESTION PRESENTED

On what date subsequent to filing of the Master Deed and formation of the horizontal property regime creating Plaintiff's property interest on May 4, 2004 did Third Party Defendants Rivers Point Row, LLC, as owner-developer, close sales on at least seventy five percent (75%) of the total units available for sale to third party purchasers for value and record deeds evidencing the transfers?

BRIEF ANSWER

A total of one-hundred thirty two (132) condominium units were offered for sale by Rivers Point Row as owner-developer of the property independent of the common areas and easements included in this development after its creation and submission to the South Carolina Horizontal Property Act (the "Act") by recordation of the Master Deed for the development, and more than seventy five percent (75%) or ninety nine (99) of the units were sold to third party purchasers for value with deed recordation before the end of calendar year 2004, specifically December 18, 2004.

ANSWER

As in the original memorandum, the facts presented supporting the answer given in this supplement are a matter of the public record, and were gathered from databanks of the offices of the Charleston County Assessor, Auditor, and Register of Mesne Conveyance (RMC). Exhibit "H" attached hereto contains chronologically ordered property sales and deed record information for each of the 132 condominium units, consisting of all the units sold as part of the Rivers Point Row development, presented in table format. Also attached as part of Exhibit "H" are .pdf images of all the deeds as filed and recorded with the RMC for each unit evidencing every initial sales transaction between Rivers Point Row LLC as the owner-developer grantor-seller and a third party grantee-purchaser for value.

To reiterate, the date the horizontal property regime was created by recordation of the Master Deed and submitted to the Act was May 4, 2004. (See Exhibit "C" Master Deed of Rivers Point Row Horizontal Property Regime, filed with Plaintiff's Memorandum in Support of Summary Judgment). The sale of property and deed transfer at issue between Defendant Palms Properties, LLC as purchaser and Third Party Defendant Rivers Point Row, LLC as seller that gave rise to this declaratory judgment action occurred on May 12, 2005, with deed recordation subsequently made on June 22, 2005.

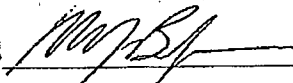
The threshold question of when ninety-nine (99) or seventy five percent (75%) of the total units transferred by the developer as raised by judicial inquiry at the motions hearing conducted on June 1, 2012 occurred and was complete as of December 18, 2004. It was not until almost six months later on May 12, 2005 that the Third Party Defendants Rivers Point Row, LLC executed a contract for sale and subsequent deed recordation attempting transfer of part of the common area of Plaintiffs' property to the First Party Defendants, Palms Properties, LLC. As of

the date of the transaction at issue between the two defendants to this action, one hundred and twenty-six (126) of the one hundred and thirty-two (132) or approximately ninety-five percent (95%) of the total units available for sale of the units had been sold and deeded to third party purchasers for value who, as a result, were record owners of undivided individual interests of the all the property in accordance with and subject to the Master Deed.

CONCLUSION

Plaintiff, by and through its undersigned counsel, offers this supplement in response to judicial inquiry and request that the court take notice of and accept information contained in the marked Exhibit "H" attached in support for the answer submitted. In light of these findings, and considering the undisputed factual evidence presented, we again implore that the Court grant Plaintiff's motion for summary judgment, grant the relief requested by declaring the Deed recorded at Book X541 Page 464 to be invalid as a matter of law, and issue a decree directing the Register of Deeds of Charleston County to strike this erroneous deed recording from the county records.

RESPECTFULLY SUBMITTED,

/s/ 

Michael J. Buhmeyer (SC Bar #76677)
4107 Perrine Street
Charleston, South Carolina, 29414-6076
Telephone: (843) 408-5937
Facsimile: (843) 571-0174
Email: mbuhmeyer1@bellsouth.net
ATTORNEY FOR FIRST PARTY
PLAINTIFF RIVERS POINT ROW
HORIZONTAL PROPERTY REGIME
a/k/a RIVERS POINT ROW PROPERTY
OWNERS ASSOCIATION, INC.

Charleston, South Carolina
June 26, 2012

08-CP-10-2279

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

CERTIFICATE OF SERVICE

Name of Case: Rivers Point Row Horizontal Property Regime, et al
vs. Palms Properties, LLC

Case Number: 2008-CP-10-2279

Date: June 26, 2012

Document(s): Supplement to Plaintiff's Memorandum in Support of
Summary Judgment, attached Exhibit "H".

Addressee(s): O. Grady Query, Esq.
Dan M. David, Esq.
Attorneys for First Party Defendants/Third Party Plaintiffs
Query, Sautter, Gliserman & Price, LLC
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Charleston, SC 29412

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I. Ryan Neville
Attorneys for Third Party Defendants
Wills Massalon & Allen, LLC
PO Box 859
Charleston, SC 29402

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2012 JUN 26 AM 11:35

FILED

The undersigned hereby certifies that (s)he packaged true and accurate copies of the Document(s) named above to the Addressee(s) named above on the date shown above and deposited the same with the U.S. Postal Service to the named Addressee(s) with sufficient postage prepaid to ensure delivery.

/s/ Michael J. Bukineyer

Printed Name Michael J. Bukineyer

Title Attorney for First Party Plaintiff

Sales Closing Date	Unit No	Deed Book- Page	Deed Record Date	1st Record Owner from Developer Rivers Point Row LLC as Seller	Parcel ID (TMS#)
1. 6/16/2004	8G	L499-380	6/22/2004	ROSS DOROTHY M	4250700261
2. 6/23/2004	3G	V499-489	6/25/2004	MASON HARVEY J	4250700245
3. 6/24/2004	3E	E500-253	6/29/2004	YOUNG NEALE M	4250700243
4. 6/24/2004	7H	E500-259	6/29/2004	ALICI RAZI	4250700254
5. 7/8/2004	14D	P502-299	7/20/2004	DERBYSHIRE JESSE	4250700304
6. 7/12/2004	10C	P502-292	7/20/2004	FLETCHER TIMOTHY L	4250700273
7. 7/13/2004	13C	T502-553	7/20/2004	HUYNH-LE MAI	4250700297
8. 7/14/2004	16H	T502-559	7/20/2004	ANSTED JOHN S	4250700346
9. 7/19/2004	14B	B503-498	7/23/2004	SPIVEY EDWARD F JR	4250700302
10. 7/19/2004	14F	B503-510	7/23/2004	SHUNK ANDREW W	4250700306
11. 7/21/2004	7C	X502-360	7/22/2004	BACHEWICZ CAROL A	4250700249
12. 7/21/2004	9F	B503-504	7/23/2004	EARL ELAINE H	4250700268
13. 7/27/2004	8F	Y503-531	7/30/2004	HUTCHISON BARBARA J LANG	4250700260
14. 7/29/2004	7D	H504-381	8/3/2004	BOLZ DWIGHT D	4250700250
15. 7/29/2004	13F	H504-387	8/3/2004	HARVEY WILLIAM P	4250700300
16. 7/29/2004	18H	Y503-525	7/30/2004	KORDONIS FRANK P	4250700314
17. 7/30/2004	7F	D504-421	8/2/2004	SISSON PAMELA W	4250700252
18. 7/30/2004	18F	M504-844	8/4/2004	GLOVER JACQUELINE BROOKE	4250700312
19. 7/30/2004	12A	M506-710	8/20/2004	SHIPSTED T CARY L	4250700287
20. 8/5/2004	9C	T505-324	8/13/2004	WEEKS DONNA R	4250700265
21. 8/5/2004	9D	T505-318	8/13/2004	WEEKS DONNA R	4250700266
22. 8/6/2004	11D	T505-312	8/13/2004	SALDANA BERNABE T	4250700282
23. 8/11/2004	18B	T505-330	8/13/2004	KORDONIS PANOS F	4250700308
24. 8/16/2004	9H	D506-718	8/18/2004	CARROLL JOHN B JR	4250700270
25. 8/19/2004	6H	V506-171	8/24/2004	HELSEL DONALD A	4250700338
26. 8/19/2004	8B	V506-178	8/24/2004	THOMPSON CHARLES R	4250700256
27. 8/20/2004	18D	M506-698	8/20/2004	DUMARS JULIA A	4250700310
28. 8/25/2004	13B	G507-894	8/27/2004	ROARK KRISTEN A	4250700296
29. 8/30/2004	3F	F508-758	9/3/2004	KENNEDY DOROTHY W	4250700244
30. 8/31/2004	8C	F508-752	9/3/2004	HORSMAN MARSHALL JR	4250700257
31. 9/1/2004	16A	U508-412	9/8/2004	GATES IRA S	4250700339
32. 9/1/2004	18E	F508-746	9/3/2004	WHITE JAMES E	4250700311
33. 9/3/2004	11E	U508-419	9/8/2004	VANDETTI MARGARET P	4250700283
34. 9/8/2004	12H	Z508-350	9/10/2004	SMITH KATHERINE L	4250700294
35. 9/9/2004	3D	W509-220	9/20/2004	SMITH MICHAEL M	4250700242
36. 9/10/2004	4C	S509-108	9/17/2004	WINDHAM WILLIAM K	4250700317
37. 9/10/2004	18A	S509-102	9/17/2004	AMRHEIN DONALD	4250700307
38. 9/15/2004	6G	D512-754	10/8/2004	STRIBLING KEVIN D	4250700337
39. 9/15/2004	11G	C510-653	9/21/2004	CRAWFORD ROBERT	4250700285
40. 9/17/2004	3B	L510-045	9/24/2004	ROARK KELLY G	4250700240

41.	9/17/2004	9E	C510-660	9/21/2004	RAVER BRYAN	4250700267
42.	9/20/2004	6F	B511-672	9/30/2004	ROYLE ANDREW	4250700336
43.	9/23/2004	10E	T510-771	9/28/2004	ECHAVARRIA MARIO	4250700275
44.	9/24/2004	3A	K511-875	10/4/2004	PALOMBO SHERRY A	4250700239
45.	9/24/2004	8H	K511-887	10/4/2004	EASTMAN MARGARET M	4250700262
46.	9/24/2004	10G	K511-869	10/4/2004	SAWERS JAMES R	4250700277
47.	9/24/2004	10H	K511-863	10/4/2004	SAWERS JAMES R	4250700278
48.	9/24/2004	12F	K511-857	10/4/2004	OLIVEROS ELIZABETH C	4250700292
49.	9/27/2004	9A	K511-881	10/4/2004	DERBYSHIRE DYLAN	4250700263
50.	9/27/2004	12D	K511-893	10/4/2004	ELEBY BRANDON M	4250700290
51.	9/28/2004	4G	Z511-802	10/7/2004	LANDY DAVID A	4250700321
52.	9/28/2004	16D	L511-001	10/4/2004	KAVANAGH JOSEPH M	4250700342
53.	9/28/2004	16F	L511-007	10/4/2004	KAVANAGH JOSEPH M	4250700344
54.	9/29/2004	6B	V511-155	10/5/2004	MIDDLETON ZACH	4250700332
55.	9/30/2004	4F	D512-760	10/8/2004	BROWN TOBY H	4250700320
56.	9/30/2004	5F	V511-149	10/5/2004	KEMP STEVENSON E JR	4250700328
57.	9/30/2004	8E	S512-005	10/14/2004	PEARSON JEFF W	4250700259
58.	9/30/2004	6C	D512-748	10/8/2004	ROBBINS LAUREN J	4250700333
59.	10/1/2004	3H	D512-742	10/8/2004	MOULTON SHARLENE D	4250700246
60.	10/5/2004	17D	V511-464	10/6/2004	DAUGHTREY CHARLES H JR	4250700366
61.	10/6/2004	14E	K512-381	10/12/2004	VINCZE JOHN A	4250700305
62.	10/8/2004	7E	S513-682	10/25/2004	JOHNSON MARTIN J JR	4250700251
63.	10/8/2004	16G	H515-134	11/8/2004	PEARSON JEFFREY W	4250700345
64.	10/14/2004	8A	O513-610	10/22/2004	BAKER HEATHER M	4250700255
65.	10/15/2004	5G	C513-430	10/19/2004	GREEN AARON	4250700329
66.	10/15/2004	14A	C513-442	10/19/2004	COSTA MICHAEL A	4250700301
67.	10/19/2004	13D	S513-676	10/25/2004	KESHMIRIAN JAMSHID	4250700298
68.	10/20/2004	10D	B515-240	11/4/2004	JOHNSON NEAL H JR	4250700274
69.	10/21/2004	6D	X513-604	10/26/2004	HULL THOMAS E	4250700334
70.	10/22/2004	5H	A514-602	10/26/2004	LORIN JANET E	4250700330
71.	10/26/2004	4D	J514-435	10/29/2004	BELL DEBRA S	4250700318
72.	10/29/2004	16C	E515-319	11/5/2004	EASTMAN MARGARET	4250700341
73.	11/3/2004	4E	E515-325	11/5/2004	DEAN DAVID L	4250700319
74.	11/4/2004	6E	O515-676	11/9/2004	LEONARD LAURA J	4250700335
75.	11/5/2004	3C	O515-683	11/9/2004	COREY JEFFREY R	4250700241
76.	11/5/2004	7G	O515-689	11/9/2004	BRANHAM BRADFORD K	4250700253
77.	11/8/2004	8D	Z515-436	11/12/2004	ARENTZ RYAN	4250700258
78.	11/8/2004	10A	P515-475	11/10/2004	LECLAIR ROBIN K	4250700271
79.	11/9/2004	12G	V515-281	11/12/2004	RANKIN NATALIE H	4250700293
80.	11/10/2004	5C	V515-274	11/12/2004	WOODS PROP MGMT LLC	4250700325
81.	11/10/2004	5D	V515-267	11/12/2004	WOODS PROP MGMT LLC	4250700326
82.	11/10/2004	5E	H516-525	11/17/2004	WOODS PROP MGMT LLC	4250700327
83.	11/12/2004	11H	R516-557	11/19/2004	BURWELL JENNIFER A	4250700286

84.	11/12/2004	12C	R516-569	11/19/2004	PALMETTO CAP GRP OF CHS	4250700289
85.	11/12/2004	17G	R516-575	11/19/2004	MURDAUGH NORMAN R	4250700369
86.	11/15/2004	7A	R516-563	11/19/2004	ELEBY BRANDON	4250700247
87.	11/15/2004	10B	T519-324	12/20/2004	ENNIS ANTHONY M	4250700272
88.	11/16/2004	14C	H516-519	11/17/2004	SAWYER MELYSSA A	4250700303
89.	11/17/2004	9B	R516-551	11/19/2004	POOLE MATTHEW W	4250700264
90.	11/17/2004	18C	H518-401	12/7/2004	COLE ROBERT M	4250700309
91.	11/18/2004	11B	L517-722	11/30/2004	LAWSON JAMES	4250700280
92.	11/19/2004	10F	L517-716	11/30/2004	JENKINS JOSEPH E JR	4250700276
93.	11/23/2004	11F	D517-235	11/24/2004	SMITH MICHAEL M	4250700284
94.	11/24/2004	18G	L517-710	11/30/2004	BARRINGTON STACEY A	4250700313
95.	12/3/2004	4A	L518-865	12/7/2004	SLAUGHTER STEPHEN	4250700315
96.	12/10/2004	12E	F519-460	12/14/2004	ONEILL THOMAS W	4250700291
97.	12/15/2004	13A	S519-835	12/17/2004	SEAMAN JEFFREY	4250700295
98.	12/17/2004	17A	C520-442	12/21/2004	WEEKS DONNA R	4250700363
99.	12/17/2004	17E	C520-436	12/21/2004	WEEKS DONNA R	4250700367

12/18/2004					75% OF UNITS SOLD	
100.	12/22/2004	17B	Y520-398	12/30/2004	GASKINS JOHN L	4250700364
101.	12/28/2004	17C	R521-675	1/5/2005	JORDAN TONI U	4250700365
102.	1/4/2005	11A	N521-233	1/5/2005	ACIERNO RONALD E	4250700279
103.	1/7/2005	15H	F522-713	1/11/2005	LAMP JASON A	4250700362
104.	1/10/2005	16E	C522-729	1/11/2005	SAIN K SCOTT	4250700343
105.	1/11/2005	15C	P524-005	2/2/2005	FRALIX CAROLYN J	4250700357
106.	1/21/2005	1E	O523-411	1/25/2005	ORTIGOZA SONIA E	4250700351
107.	1/26/2005	5A	W524-854	2/7/2005	BAUER SAUNDREA N	4250700323
108.	1/28/2005	15E	W524-507	2/4/2005	GREER MISTY M	4250700359
109.	2/1/2005	7B	C526-483	2/17/2005	STROBL DANIEL R	4250700248
110.	2/1/2005	13E	U524-451	2/4/2005	ADAMS FRANCIS W JR	4250700299
111.	2/10/2005	4B	V525-059	2/15/2005	BAKER THOMAS G	4250700316
112.	2/10/2005	12B	V525-065	2/15/2005	BLACK SUSAN S	4250700288
113.	2/10/2005	15A	V525-071	2/15/2005	BAKER THOMAS	4250700355
114.	2/15/2005	1B	Z525-151	2/16/2005	HOLLAND FRED P	4250700348
115.	2/15/2005	15F	Z525-151	2/16/2005	HOLLAND FRED P	4250700360
116.	2/18/2005	16B	A527-250	2/25/2005	WALTERS RICKEY S AKA R S	4250700340
117.	2/23/2005	15G	A527-257	2/25/2005	SANDERS ROBYN T	4250700361
118.	2/25/2005	15B	X527-264	3/7/2005	BAKER THOMAS G	4250700356
119.	3/1/2005	1C	X527-516	3/7/2005	WILLIAMS MICHAEL F	4250700349
120.	3/4/2005	1G	F528-388	3/8/2005	TOMKINS MICHAEL J	4250700353
121.	3/15/2005	6A	G531-536	4/1/2005	WERTAN DEBORAH	4250700331
122.	3/18/2005	9G	G531-542	4/1/2005	PALMETTO CAPITAL GROUP	4250700269
123.	3/22/2005	1H	W530-338	3/29/2005	JENKINSON GORDON B	4250700354
124.	3/29/2005	4H	W530-736	3/30/2005	HIOTT APRILE C	4250700322

125.	3/30/2005	11C	X531-670	4/6/2005	HAZEL SARAH S	4250700281
126.	4/8/2005	5B	G534-234	4/26/2005	KEMP STEVENSON E JR	4250700324

5/12/2005

**PALMS PROPERTIES
TRANSACTION**

127.	5/13/2005	17H	A537-416	5/17/2005	WERTAN DAVID G	4250700370
128.	5/24/2005	1F	N538-768	5/27/2005	BAKER DEANNA A	4250700352
129.	5/24/2005	15D	N538-762	5/27/2005	KOGUT ANDREW A	4250700358
130.	6/1/2005	1A	V539-232	6/7/2005	TIFFANY DARDENNE	4250700347
131.	6/30/2005	17F	H544-442	7/8/2005	WERTAN DAVID G	4250700368
132.	7/8/2005	1D	A549-698	8/12/2005	PORT PROPERTIES LLC	4250700350

BK A 514PG602

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety Four Thousand Nine Hundred and 00/100ths (\$94,900.00) Dollars, to it in hand paid at and before the sealing of these presents by JANET W. LORIN AND HENRY OTTO LORIN, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said JANET E. LORIN AND HENRY OTTO LORIN, their heirs and/or assigns, the following described property; to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said JANET E. LORIN AND HENRY OTTO LORIN AS JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, their heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said JANET E. LORIN AND HENRY OTTO LORIN, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 22nd day of October, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY Mark W. Weeks, Its Asst. Secretary

JANET E. LORIN, Grantee

HENRY OTTO LORIN, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 22nd day of October, 2004.

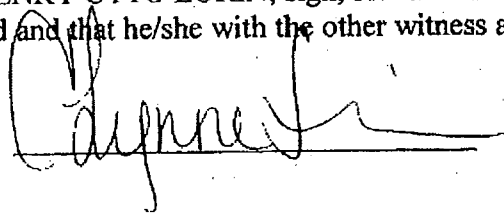
Notary Public for South Carolina

My commission expires: 05-16-2012

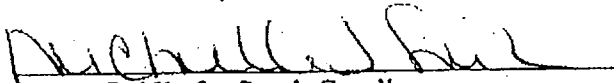
STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named JANET ~~OT~~ LORIN AND HENRY OTTO LORIN, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 22nd day of October, 2004.



Notary Public for South Carolina

My commission expires: 05-16-2012

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 5-H in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-330

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land, shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: PO Box 378
Walterboro, SC 29488

STATE OF SOUTH CAROLINA

Date of Transfer of Title

) AFFIDAVIT

October 22, 2004

COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Janet E. Lorin and Henry Otto Lorin ON 10/22/04.
3. Check one of the following: The deed is:
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or Item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$94,900.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$94,900.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$94,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

 Grantor, Grantee or Legal Representative
 Connected with this Transaction

 Mark W. Weeks or Nancy K. Tracy
 Print or Type Name Here

SWORN to before me this

10/22/04

Michael J. Hill
 Notary Public for South Carolina

My Commission expires: 05-16-2012



**This page must remain with
the Original Document**

**DAVIDSON
BENNETT &
WIGGER**

Recording Fee_____

State
Fee_____

County
Fee_____

Postage.**Total**

日

3

FILED

A514-602

26 PM 4:01

GRAND
SISTER
CHARLESTON COUNTY SC

REP LMG
DATE 11/8/84

NOV 1964

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA	)	
	)	INDENTURE DEED
COUNTY OF CHARLESTON	)	

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety Two Thousand Nine Hundred and 00/100ths (\$92,900.00) Dollars, to it in hand paid at and before the sealing of these presents by R.S. WALTERS AND KATHLEEN J. WALTERS, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said R.S. WALTERS AND KATHLEEN J. WALTERS, BY MARK W. WEEKS, THEIR ATTORNEY IN FACT their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

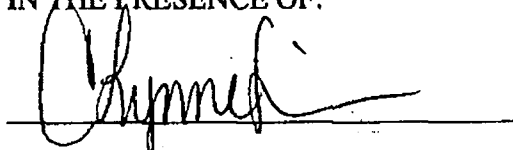
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said R.S. WALTERS AND KATHLEEN J. WALTERS AS JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, their heirs and/or assigns, forever.

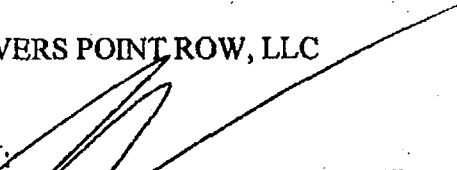
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said R.S. WALTERS AND KATHLEEN J. WALTERS, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 18th day of February in the year of our Lord Two Thousand and Five and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

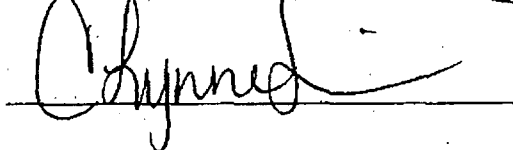
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

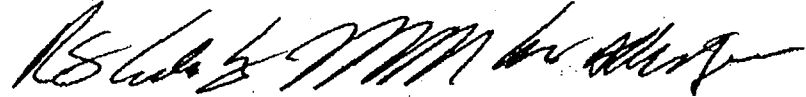
RIVERS POINT ROW, LLC



BY: 
Mark W. Weeks, Its Asst. Secretary

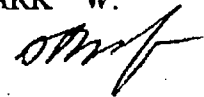






R.S. WALTERS BY MARK W. WEEKS, his
Attorney in Fact, Grantee

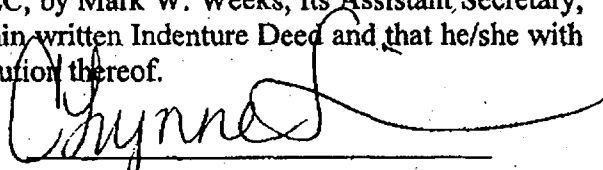



KATHLEEN J. WALTERS BY MARK W.
WEEKS, her Attorney in Fact, Grantee 

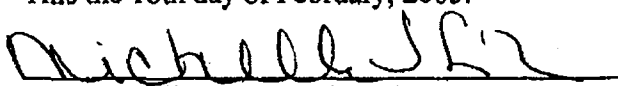
STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 18th day of February, 2005.

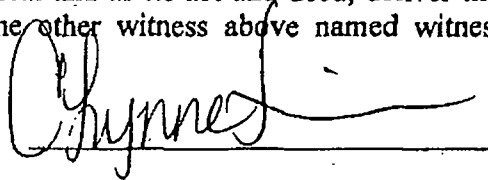


Notary Public for South Carolina
My commission expires: 05-16-2012

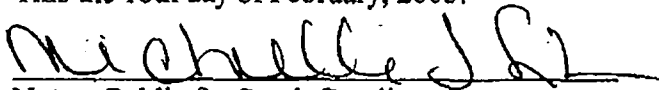
STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named R.S. WALTERS AND KATHLEEN J. WALTERS BY MARK W. WEEKS, THEIR ATTORNEY IN FACT, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 18th day of February, 2005.



Notary Public for South Carolina

My commission expires: 05-16-2012

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 16-B in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-340

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: 19 Howland Lane East
Sandwich, MA 02537

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)

Date of Transfer of Title
February 18, 2005

COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO R.S. Walters and Kathleen J. Walters ON 02/18/05.
3. Check one of the following: The deed is:
 (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$92,900.00
 (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 (a) \$92,900.00 the amount listed in Item #4 above
 (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 (c) \$92,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

SWORN to before me this
02/18/05

Richard L. S.
Notary Public for South Carolina
My Commission expires: 05-16-2012

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

BKA 527PG256



RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER

Recording

Fee 12.00

State 241.80

County 102.30

Postage _____

Total 356.10

C

FILED

A527-250

2005 FEB 25 PM 4:06

CHARLENE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED
BY ASSESSOR

REP AS

DATE 3/14/05

RECEIVED FROM RMC

MAR 15 2005

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty-Three Thousand Five Hundred and 00/100ths (\$83,500.00) Dollars, to it in hand paid at and before the sealing of these presents by **ROBYN T. SANDERS**, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, **ROBYN T. SANDERS**, her heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

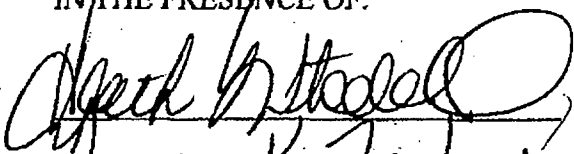
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said **ROBYN T. SANDERS**, her heirs and/or assigns, forever.

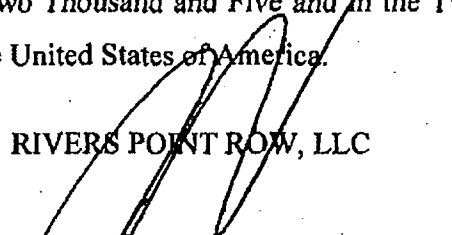
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said **ROBYN T. SANDERS**, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

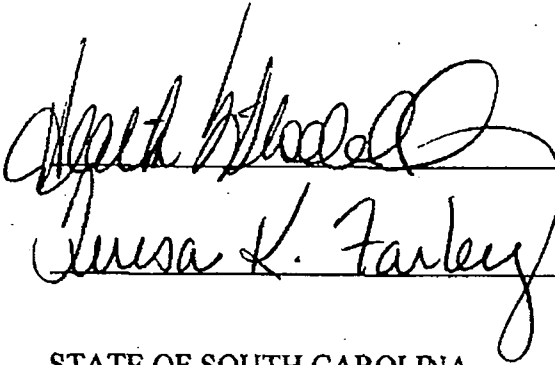
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 23rd day of February, in the year of our Lord Two Thousand and Five and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

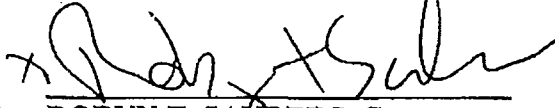
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC


Mark W. Weeks
Lisa K. Farley

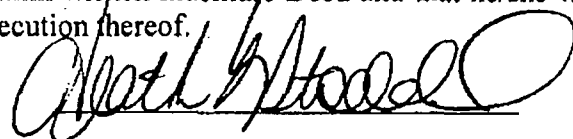
BY: 
Mark W. Weeks, Its Asst. Secretary


Teresa K. Farley

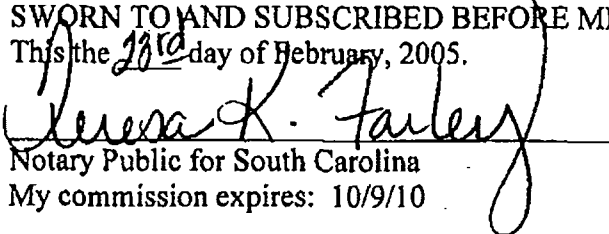

ROBYN T. SANDERS, Grantee

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

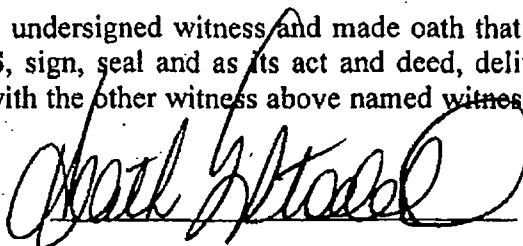


SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 23rd day of February, 2005.


Teresa K. Farley
 Notary Public for South Carolina
 My commission expires: 10/9/10

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named **ROBYN T. SANDERS**, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 23rd day of February, 2005.

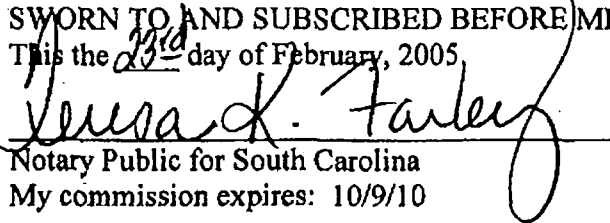

Teresa K. Farley
 Notary Public for South Carolina
 My commission expires: 10/9/10

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 15-G in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-361

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS:

1847 Mapleridge Rd
Walterboro, SC 29455

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) AFFIDAVIT
)

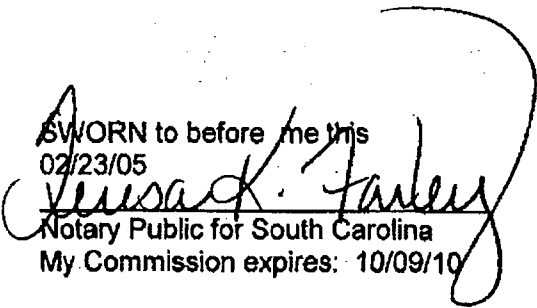
BK A
Date of Transfer of Title
February 23, 2005

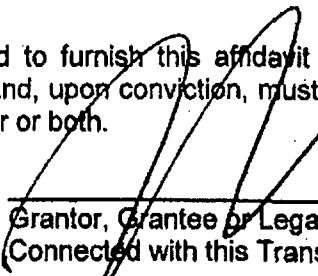
527PG261

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Robyn T. Sanders ON 02/23/05.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$83,500.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$83,500.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$83,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
02/23/05


Notary Public for South Carolina
My Commission expires: 10/09/10



Grantor, Grantee or Legal Representative
(Connected with this Transaction)

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

BKA 527PG262



RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER

Recording

Fee 11.00

State

Fee 217.10

County

Fee 91.85

Postage _____

Total 319.95

C

FILED

A527-257

2005 FEB 25 PM 4: 12

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR	
REP	<u>[Signature]</u>
DATE	<u>3/14/05</u>

RECEIVED FROM RMC	
MAR 15 2005	
PEGGY A. MOSELEY CHARLESTON COUNTY AUDITOR	

BKA 537PG416

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty-Eight Thousand Nine Hundred and 00/100ths (\$88,900.00) Dollars, to it in hand paid at and before the sealing of these presents by DAVID G. WERTAN, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, DAVID G. WERTAN, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

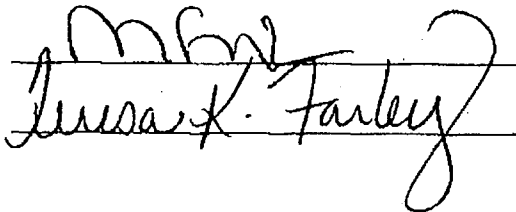
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said DAVID G. WERTAN, his heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said DAVID G. WERTAN, his heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

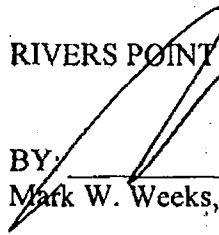
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 13th day of May, in the year of our Lord Two Thousand and Five and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

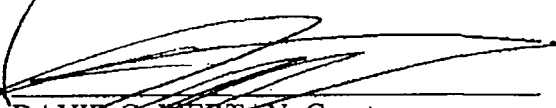
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC



Lisa K. Farley

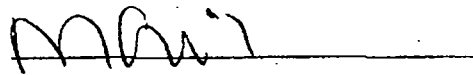
BY 
Mark W. Weeks, Its Asst. Secretary

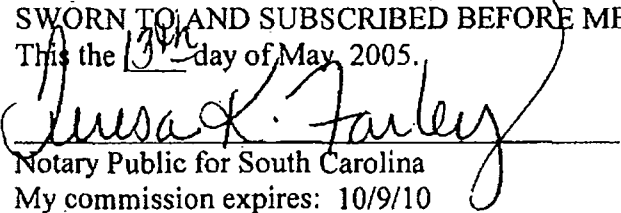

 DAVID G. WERTAN, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

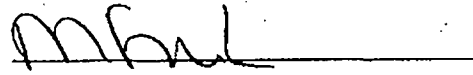

 SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 13th day of May, 2005.


 Notary Public for South Carolina
 My commission expires: 10/9/10

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named DAVID G. WERTAN, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.


 SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 13th day of May, 2005.

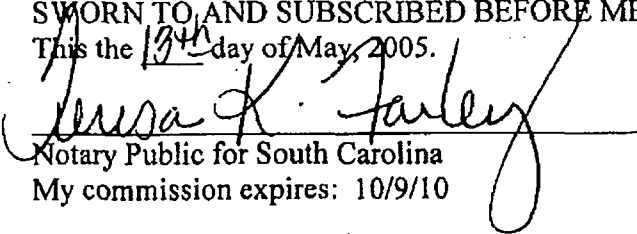

 Notary Public for South Carolina
 My commission expires: 10/9/10

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 17-H in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-370

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS:

2103 Coker Ave
Char, S.C. 29412

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) AFFIDAVIT
)

Date of Transfer of Title

May 13, 2005

BK A 537PG420

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO David G. Wertan ON 05/13/05.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$88,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$88,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$88,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
05/13/05

Notary Public for South Carolina

My Commission expires: 10/09/10

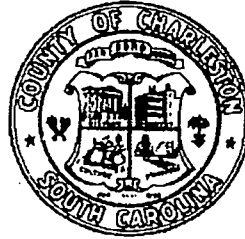
Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy

Print or Type Name Here

BKA

537PG421



RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER

Recording

Fee 11.00

State

Fee 231.40

County

Fee 97.90

Postage _____

Total 340.30

C

FILED

A537-416

2005 MAY 17 PM 3:37

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR	
REP	<u>YH</u>
DATE	<u>06/03/05</u>

RECEIVED FROM RMC	
JUN 3 2005	
PEGGY A. MURPHY CHARLESTON COUNTY CLERK	

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Three Thousand Five Hundred and 00/100ths (\$83,500.00) Dollars, to it in hand paid at and before the sealing of these presents by PORT PROPERTIES, LLC, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said PORT PROPERTIES, LLC, its heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

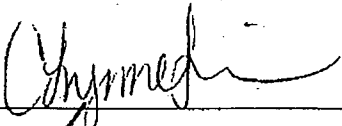
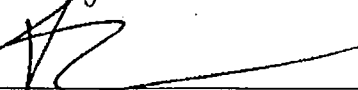
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said PORT PROPERTIES, LLC, its heirs and/or assigns, forever.

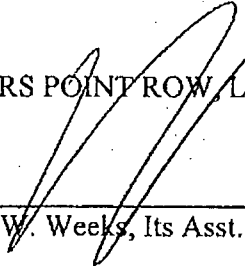
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said PORT PROPERTIES, LLC, its heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

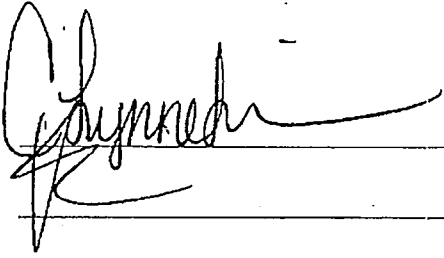
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 8th day of July, in the year of our Lord Two Thousand and Five and in the Two Hundred and Thirtieth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

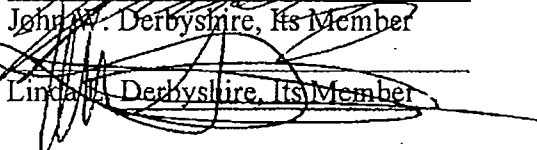
RIVERS POINT ROW, LLC

BY: 
Mark W. Weeks, Its Asst. Secretary



PORT PROPERTIES, LLC
~~REEF PROPERTIES, LLC~~

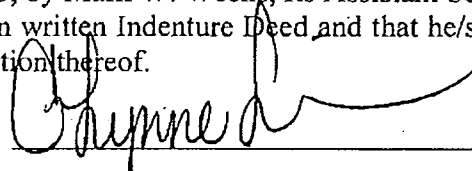

 John W. Derbyshire, Its Member


 Linda L. Derbyshire, Its Member

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 8th day of July, 2005.

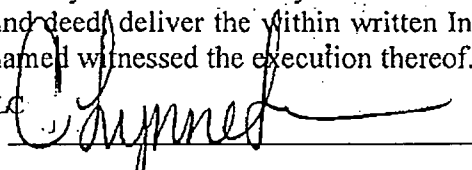
Notary Public for South Carolina
 My commission expires: October 30, 2013

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named ~~REEF PROPERTIES, LLC~~ by John W. Derbyshire and Linda L. Derbyshire, Its Members, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

**Port. Properties, LLC



SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 8th day of July, 2005.

Notary Public for South Carolina
 My commission expires: October 30, 2013

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 1-D in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-350

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: 450 Meeting Street
Charleston, SC 29403

STATE OF SOUTH CAROLINA

Date of Transfer of Title

) AFFIDAVIT

July 8, 2005

COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Port Properties, LLC ON 07/08/05.
3. Check one of the following: The deed is:
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$83,500.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$83,500.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$83,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy or James L. Foti
Print or Type Name Here

SWORN to before me this
07/08/05

Kimberly T. Easterling
Notary Public for South Carolina
My Commission expires: October 30, 2013

RECORDER'S PAGE

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the Original Document



BKA 549PG703

**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW

Recording

Fee 11.00

State

Fee 217.10

County

Fee 91.85

Postage _____

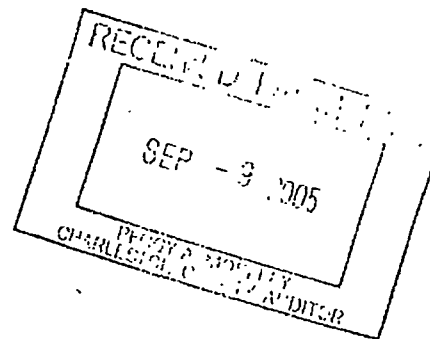
Total 319.95

C

FILED

A 549-698
2005 AUG 12 PM 3:23

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC



**PID VERIFIED
BY ASSESSOR**

REP LDS
DATE 9/8/05

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

BXB 503PG498
INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Four Thousand Nine Hundred and 00/100ths (\$84,900.00) Dollars, to it in hand paid at and before the sealing of these presents by EDWARD F. SPIVEY, JR., ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said EDWARD F. SPIVEY, JR., his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

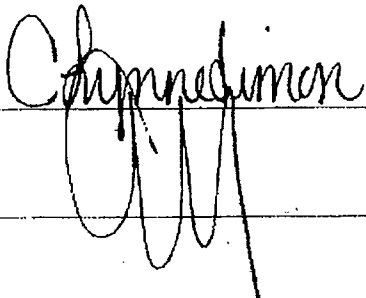
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said EDWARD F. SPIVEY, JR., his heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said EDWARD F. SPIVEY, JR., his heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 19th day of July, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Eighth year of the Sovereignty of the United States of America.

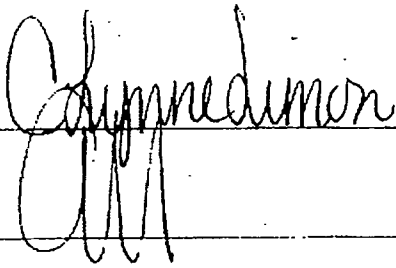
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

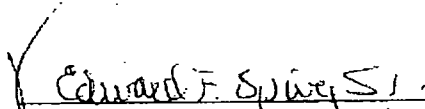


RIVERS POINT ROW, LLC

BY:

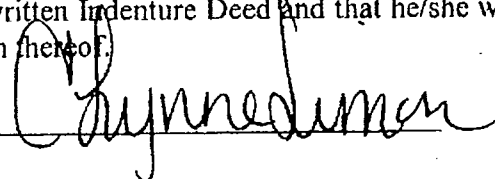
Mark W Weeks, Its Asst. Secretary



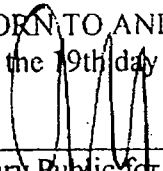

EDWARD F. SPIVEY, JR., Grantee

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



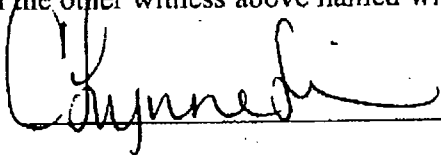
SWORN TO AND SUBSCRIBED BEFORE ME,
This the 19th day of July, 2004.



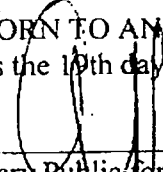
Notary Public for South Carolina
My commission expires: 01-27-2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named EDWARD F. SPIVEY, JR., sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 19th day of July, 2004.



Notary Public for South Carolina
My commission expires: 01-27-2010

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 14-B in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-302

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit #14-B
Charleston, SC 29412

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)

Date of Transfer of Title

July 19, 2004

COUNTY OF Charleston

BXB 503PG502

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Edward F. Spivey, Jr. ON 07/19/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$84,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$84,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$84,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

SWORN to before me this
07/19/04

Notary Public for South Carolina
My Commission expires: 01-27-2010

RECORDER'S PAGE

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the original document.



BKB 503PG503

Recording

Fee 11.00

State

Fee 221.00

County

Fee 93.50

Postage

TOTAL 325.50

A

Davidson
Bennett
& Wigger
ATTORNEYS AT LAW

FILED

B503-498

2004 JUL 23 PM 3:54

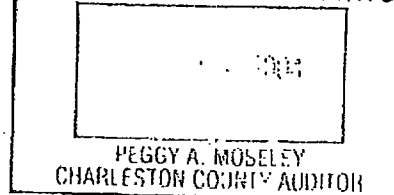
CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LONG

DATE 7/29/04

RECEIVED FROM RMC



BKB 503PG504

STATE OF SOUTH CAROLINA)

INDENTURE DEED

COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Nine Thousand Nine Hundred and 00/100ths (\$89,900.00) Dollars, to it in hand paid at and before the sealing of these presents by ELAINE H. EARL, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said ELAINE H. EARL, her heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said ELAINE H. EARL, her heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said ELAINE H. EARL, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

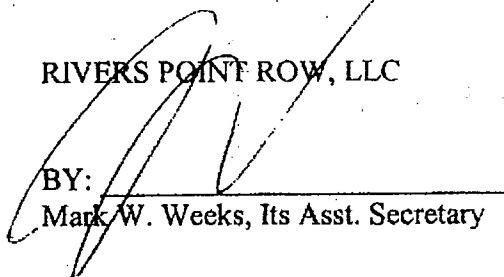
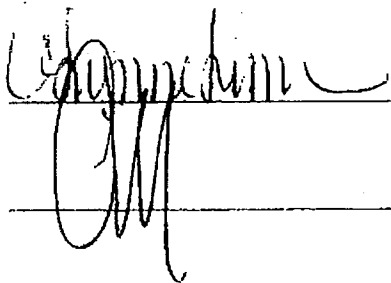
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 21st day of July, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Eighth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

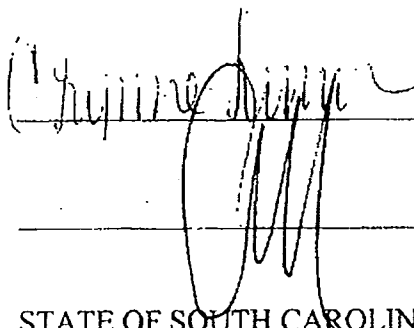
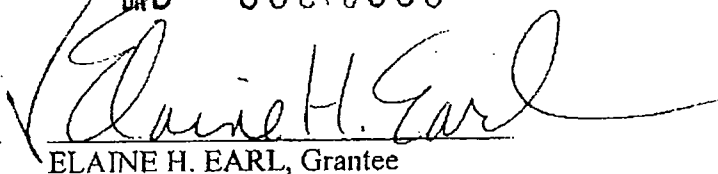
BY:

Mark W. Weeks, Its Asst. Secretary



B&B

503PG505

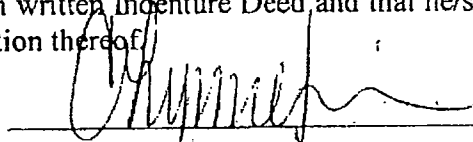



ELAINE H. EARL, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



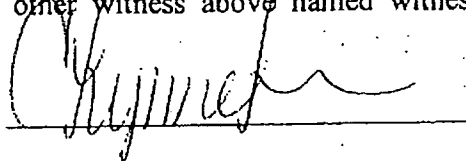
SWORN TO AND SUBSCRIBED BEFORE ME,
This the 21st day of July, 2004.

Notary Public for South Carolina
My commission expires 01-27-2010

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named ELAINE H. EARL, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 21st day of July, 2004.

Notary Public for South Carolina
My commission expires: 01-27-2010

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 9-F in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-268

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit 9-F
Charleston, SC 29412

STATE OF SOUTH CAROLINA

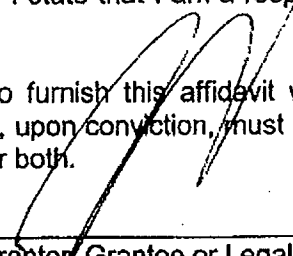
COUNTY OF Charleston

) BKB 503 PG 508
) AFFIDAVIT
)

508
Date of Transfer of Title
July 21, 2004

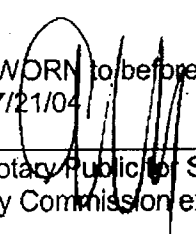
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Elaine H. Earl ON 07/21/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$89,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$89,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$89,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.



Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

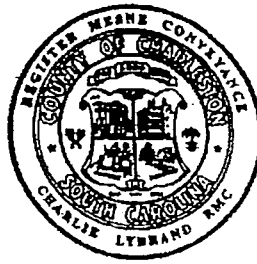

SWORN to before me this
07/21/04

Notary Public for South Carolina
My Commission expires: 01-27-2010

BKB 503PG509

RECORDER'S PAGE

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the original document.



**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW

Recording

Fee 11.00

State

Fee 234.00

County

Fee 99.00

Postage

TOTAL 344.00

A

FILED

B503-504

2004 JUL 23 PM 3:55

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 7/29/04

RECEIVED FROM RMC

JUL 29 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

BKB 503PG510

STATE OF SOUTH CAROLINA)

INDENTURE DEED

COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Four Thousand Nine Hundred and 00/100ths (\$84,900.00) Dollars, to it in hand paid at and before the sealing of these presents by ANDREW W. SHUNK, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said ANDREW W. SHUNK, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

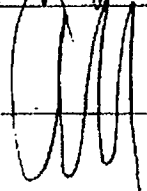
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said ANDREW W. SHUNK, his heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said ANDREW W. SHUNK, his heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 19th day of July, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Eighth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:





RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

written Indenture Deed and that he's
tion thereof.

Chryane Linn

Notary Public for South Carolina
My commission expires: 01-27-2010

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

[Signature]

Notary Public for South Carolina
My commission expires: 01-27-2010

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 14-F in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-306

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit #14-F
Charleston, SC 29412

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

514
BKB 503PG 514
) AFFIDAVIT
)

Date of Transfer of Title
July 19, 2004

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Andrew W. Shunk ON 07/19/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$84,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$84,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$84,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
07/19/04

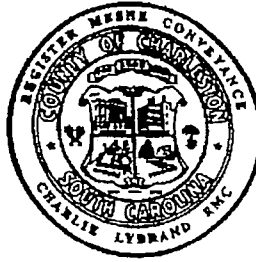
Notary Public for South Carolina
My Commission expires: 01-27-2010

Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

RECORDER'S PAGE

This page Must remain with
the original document.



BKB 503PG515

Recording

Fee 11.00

State

Fee 221.00

County

Fee 93.50

Postage

TOTAL 325.50

A

Davidson
Bennett
& Wigger
ATTORNEYS AT LAW

FILED

B503-510

2004 JUL 23 PM 3:58

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED
BY ASSESSOR

REP LMG

DATE 7/29/04

RECEIVED FROM RMC

JUL 29 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety Four Thousand Nine Hundred and 00/100ths (\$94,900.00) Dollars, to it in hand paid at and before the sealing of these presents by ANDREW ROYLE, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said ANDREW ROYLE, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said ANDREW ROYLE, his heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said ANDREW ROYLE, his heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 20th day of September, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

Michelle J Gair

Heather FeliciaAndrew R. Royle
ANDREW ROYLE, GranteeDenise Rhinesmith

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Chynne Simon

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 20th day of September, 2004.

Michelle J. Gail
Notary Public for South Carolina
My commission expires: 05-16-2012

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named ANDREW ROYLE, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Heather Felicia

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 20th day of September, 2004.

Denise Rhinesmith
Notary Public for South Carolina
My commission expires: 07-16-2014

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 6-F in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-336

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit #6-F
Charleston, SC 29412

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) AFFIDAVIT
)

Date of Transfer of Title

September 20, 2004

BBB 511PG676

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Andrew Royle ON 09/20/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$94,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$94,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$94,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Andrew M. Royle
Grantor, Grantee or Legal Representative
Connected with this Transaction

J. Stanley Claypoole
Print or Type Name Here

SWORN to before me this

09/20/04

Bonnie Rhinesmith
Notary Public for South Carolina

My Commission expires: 07-16-

2014

RECORDER'S PAGE

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the original document.



J. STANLEY CLAYPOOLE

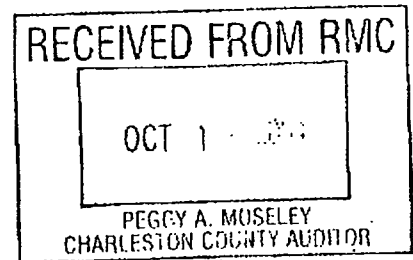
BKB 511PG677

Recording Fee 11.00
State Fee 247.00
County Fee 104.50

Postage _____

TOTAL 362.50B

FILED
B511-672
2004 SEP 20 11:53
CLERK
CHARLESTON COUNTY SC



**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 10/11/04

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety-Two Thousand Five Hundred and 00/100ths (\$92,500.00) Dollars, to it in hand paid at and before the sealing of these presents by NEAL H. JOHNSON, JR. and CHUN OK JOHNSON, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, NEAL H. JOHNSON, JR. and CHUN OK JOHNSON, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said NEAL H. JOHNSON, JR. and CHUN OK JOHNSON, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said NEAL H. JOHNSON, JR. and CHUN OK JOHNSON, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 20th day of October, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY: Mark W. Weeks
Mark W. Weeks, Its Asst. Secretary

Jesus K. Farley

Amelle S.
by Neal H. Johnson Jr
Neal H. Johnson Jr
 NEAL H. JOHNSON, JR., Grantee
Chun Ok Johnson
 CHUN OK JOHNSON, Grantee

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Mark W. Weeks

SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 10th day of October, 2004.

Lisa K. Farley
 Notary Public for South Carolina
 My commission expires: 10/9/10

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named NEAL H. JOHNSON, JR. and CHUN OK JOHNSON, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Amelle S.

SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 22 day of October, 2004.

Don H. Hant
 Notary Public for South Carolina
 My commission expires: 3-16-10

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 10-D in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-274

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit 10-D
Charleston, SC 29407

STATE OF SOUTH CAROLINA

Date of Transfer of Title

) AFFIDAVIT

October 19, 2004

COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Neal H. Johnson, Jr. and Chun O.K. Johnson ON 10/19/04.
3. Check one of the following: The deed is:
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$92,500.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$92,500.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$92,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

 Grantor, Grantee or Legal Representative
 Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy
 Print or Type Name Here

SWORN to before me this
 10/19/04

Veronica K. Farley
 Notary Public for South Carolina
 My Commission expires: 10/9/10

RECORDER'S PAGE

This page Must remain with
the original document.



BKB 515PG245

Recording

Fee 11.00

State

Fee 240.50

County

Fee 101.75

Postage

TOTAL 353.25

A

2
1+2
RETURN DOCUMENTS TO
DAVID AND SCHWARTZ, PA

FILED

B 515-240

2004 NOV -4 PM 2:32

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP UMG

DATE 11/16/04

RECEIVED FROM RMC

PEGGY A. MOSLEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Four Thousand Nine Hundred and 00/100ths (\$84,900.00) Dollars, to it in hand paid at and before the sealing of these presents by ROBERT CRAWFORD AND C. REGINA CRAWFORD, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said ROBERT CRAWFORD AND C. REGINA CRAWFORD, their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said ROBERT CRAWFORD AND C. REGINA CRAWFORD AS JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, their heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said ROBERT CRAWFORD AND C. REGINA CRAWFORD, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 15th day of September, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

Michael S. Hill

Chymel

Robert Crawford

ROBERT CRAWFORD, Grantee

Michael S. Hill

C. Regina Crawford

C. REGINA CRAWFORD, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Chymel

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 15th day of September, 2004.

Michael S. Hill

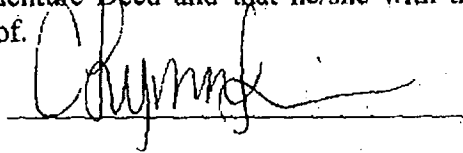
Notary Public for South Carolina

My commission expires: 05-16-2012

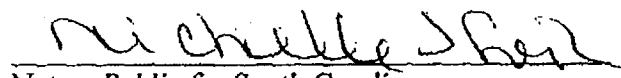
STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named ROBERT CRAWFORD AND C. REGINA CRAWFORD, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 15th day of September, 2004.



Notary Public for South Carolina

My commission expires: 05-16-2012

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 11-G in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-285

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: 4376 Hope Plantation Road
Johns Island, SC 29455

STATE OF SOUTH CAROLINA

)

) AFFIDAVIT

)

COUNTY OF Charleston

BKC

510PG658

Date of Transfer of Title

September 15, 2004

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Robert Crawford and C. Regina Crawford ON 09/15/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$84,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$84,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$84,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

SWORN to before me this
09/15/04

Michelle Sher
Notary Public for South Carolina

My Commission expires: 05-16-2012

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

RECORDER'S PAGE

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the original document.

Davidson
Bennett
& Wigger
ATTORNEYS AT LAW



BKC 510PG659

Recording

Fee 12.00

State

Fee 221.00

County

Fee 93.50

Postage _____

TOTAL 326.50

A

FILED

C510-653

2004 SEP 21 PM 4:08

CHARLES LYBRAHD
RECORDER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 9/30/04

RECEIVED FROM RMC

SEP 30 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety Two Thousand Five Hundred and 00/100ths (\$92,500.00) Dollars, to it in hand paid at and before the sealing of these presents by BRYAN RAVER* and PATRICIA G. RAVER, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, BRYAN RAVER* and PATRICIA G. RAVER, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

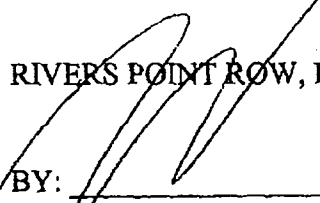
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said BRYAN RAVER and PATRICIA G. RAVER, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, forever.

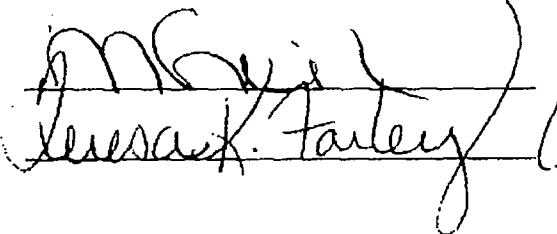
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said BRYAN RAVER and PATRICIA G. RAVER, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

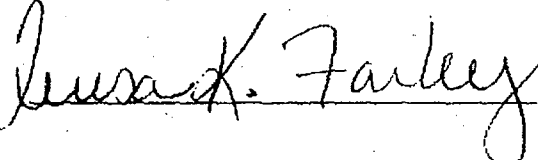
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 17th day of September, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY: 
 Mark W. Weeks, Its Asst. Secretary

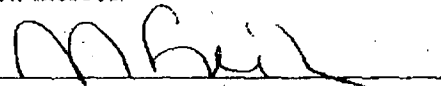

 Theresa K. Farley

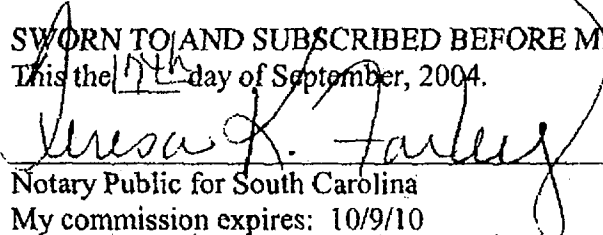


 BRYAN R. RAVEN, Grantee
 PATRICIA G. RAVEN, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.


 SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 17th day of September, 2004.


 Notary Public for South Carolina
 My commission expires: 10/9/10

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named BRYAN RAVEN and PATRICIA G. RAVEN, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.


 SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 17th day of September, 2004.

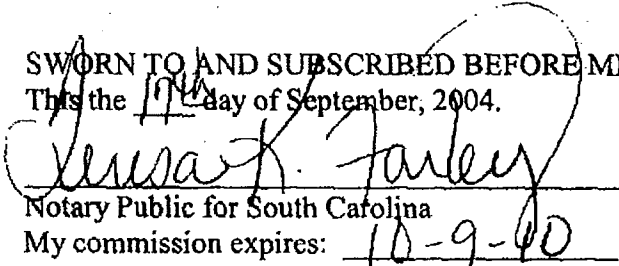

 Notary Public for South Carolina
 My commission expires: 10-9-10

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 9-E in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-267

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS: 24 Wyndrock Ave
Charleston, SC 29412

STATE OF SOUTH CAROLINA

) AFFIDAVIT

Date of Transfer of Title

September 17, 2004

COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Bryan Raver^{*} and Patricia G. Raver ON 09/17/04.
3. Check one of the following: The deed is:
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$92,500.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$92,500.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$92,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

 Grantor, Grantee or Legal Representative
 Connected with this Transaction

 Mark W. Weeks or Nancy K. Tracy
 Print or Type Name Here

SWORN to before me this
 09/17/04
[Signature]
 Notary Public for South Carolina
 My Commission expires: 10/9/10

BKC 510PG665

RECORDER'S PAGE

This page Must remain with
the original document.



**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW

Recording

Fee 11.00

State

Fee 240.50

County

Fee 101.75

Postage

TOTAL 353.25

A

FILED

C510-660

2004 SEP 21 PM 4:12

CHARLES L. LAND
REC'D
CHARLESTON, S.C.

**PID VERIFIED
BY ASSESSOR**

REP LDG

DATE 9/20/04

RECEIVED FROM RMC

PEGGY A. MOSELEY
CHARLESTON, S.C.

EC 513PG430

THOMAS J. BRUSH, P.A.

12A Cannon Ln.
P.O. Box 31459

Charleston, SC 29417-1459

04-
9923

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety-Four Thousand Nine Hundred and 00/100ths (\$94,900.00) Dollars, to it in hand paid at and before the sealing of these presents by AARON GREEN ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, AARON GREEN, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

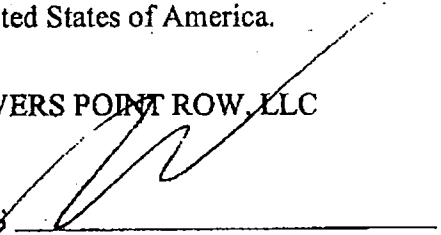
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said AARON GREEN, his heirs and/or assigns, forever.

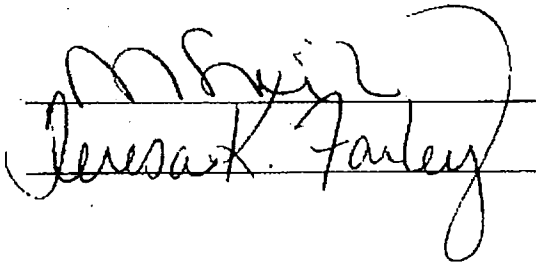
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said AARON GREEN, his heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 15th day of October, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY: 
Mark W. Weeks, Its Asst. Secretary


Teresa K. Farley

~~_____
AARON GREEN, Grantee
_____~~

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

MSail

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 15th day of October, 2004.

Theresa K. Farley
Notary Public for South Carolina
My commission expires: 10/9/10

~~STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)~~

~~PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named AARON GREEN, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.~~

~~SWORN TO AND SUBSCRIBED BEFORE ME,
This the day of October, 2004.~~

~~Notary Public for South Carolina
My commission expires:~~

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 5-G in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-329

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS: 1101 Peninsula Cove
Charleston SC 29492

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)

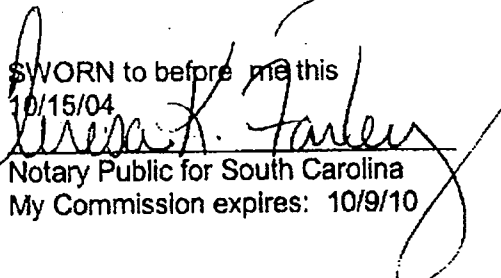
3KC 513PG434
Date of Transfer of Title
October 15, 2004

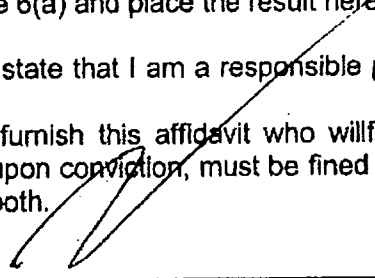
COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Aaron Green ON 10/15/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$94,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$94,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$94,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
10/15/04


Notary Public for South Carolina
My Commission expires: 10/9/10



Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy

Print or Type Name Here

KC 513PG135

RECORDER'S PAGE

This page Must remain with
the original document.



Recording

Fee 11.00

State

Fee 247.00

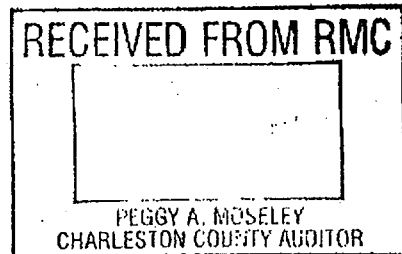
County

Fee 104.50

Postage _____

TOTAL 362.50

A



FILED

C513-430

2004 OCT 19 AM 11:14

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 10/28/04

BXC 5135442

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty-Eight Thousand and 00/100ths (\$88,000.00) Dollars, to it in hand paid at and before the sealing of these presents by MICHAEL A. COSTA ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, MICHAEL A. COSTA, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

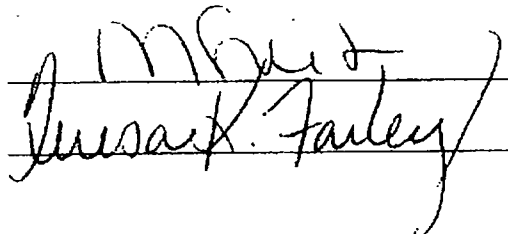
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said MICHAEL A. COSTA, his heirs and/or assigns, forever.

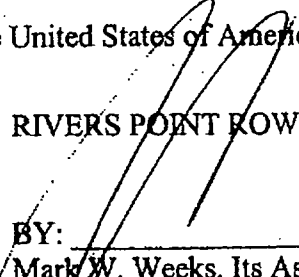
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said MICHAEL A. COSTA, his heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 15th day of October, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC


Michael A. Costa

BY: 
Mark W. Weeks, Its Asst. Secretary

BKC

51326443

Michael A. Costa
Michael A. Costa, Grantee

Aeresa K. Farley

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Michael A. Costa

SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 15th day of October, 2004.

Aeresa K. Farley
 Notary Public for South Carolina
 My commission expires: 10/9/10

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named MICHAEL A. COSTA, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Michael A. Costa

SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 15th day of October, 2004.

Aeresa K. Farley
 Notary Public for South Carolina
 My commission expires: 10-9-10

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 14-A in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-301

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS: 21 Rives St Row, Unit 14-A
Charleston, SC 29412

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)

JKC 51326446
Date of Transfer of Title
October 15, 2004

COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Michael A. Costa ON 10/15/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$88,000.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$88,000.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$88,000.00 subtract Line 6(b) from Line 6(a) and place the result here
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

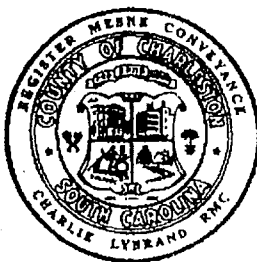
Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

SWORN to before me this
10/15/04

Deborah K. Farley
Notary Public for South Carolina
My Commission expires: 10/9/10

RECORDER'S PAGE

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the original document.



BKC 51306447

**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW

Recording

Fee 11.00
State 228.80
County 96.80
Fee

Postage

TOTAL 336.60

C

FILED

C513-442

2004 OCT 19 PM 3:49

REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 10/28/04

RECEIVED FROM RMC

OCT 29 PM

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

BK C 520PG436

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Three Thousand Five Hundred and 00/100ths (\$83,500.00) Dollars, to it in hand paid at and before the sealing of these presents by DONNA R. WEEKS, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said DONNA R. WEEKS, her heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

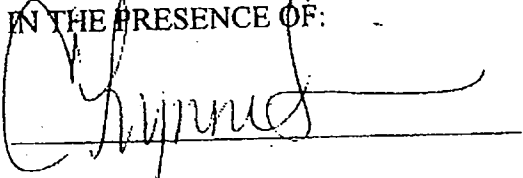
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said DONNA R. WEEKS, her heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said DONNA R. WEEKS, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 17th day of December, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



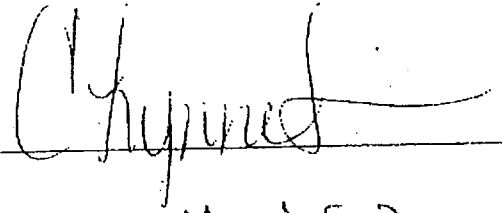
Michael S. Hill

RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

BKC 520PG437

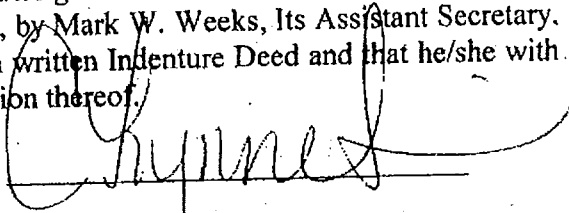


Donna R. Weeks
DONNA R. WEEKS, Grantee

Michelle Shil

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

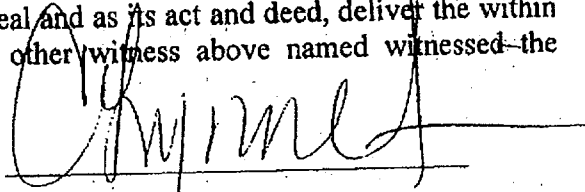


SWORN TO AND SUBSCRIBED BEFORE ME,
This the 17th day of December, 2004.

Michelle Shil
Notary Public for South Carolina
My commission expires: 05-16-2012

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named DONNA R. WEEKS, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 17th day of December, 2004.

Michelle Shil
Notary Public for South Carolina
My commission expires: 05-16-2012

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 17-E in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-367

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS: 660 Ayers Drive
Charleston, SC 29412

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)

Date of Transfer of Title
December 16, 2004

COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Donna R. Weeks and ON 12/16/04.
3. Check one of the following: The deed is:
 (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$83,500.00
 (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 (a) \$83,500.00 the amount listed in Item #4 above
 (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 (c) \$83,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

SWORN to before me this
12/16/04

[Signature]
Notary Public for South Carolina
My Commission expires: 05-16-2012

RECORDER'S PAGE

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the Original Document



BKC 520PG441

Davidson & Bennett

Recording

Fee 11.00

State

Fee 217.10

County

Fee 91.85

Postage _____

Total 319.95

C

FILED

C520-436

2004 DEC 21 PM 4:29

CLARENCE GRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LDS

DATE 117105

RECEIVED FROM RMC

JAN 2005

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

)
)
)

BK C 520PG442
INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Three Thousand Five Hundred and 00/100ths (\$83,500.00) Dollars, to it in hand paid at and before the sealing of these presents by DONNA R. WEEKS, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said DONNA R. WEEKS, her heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

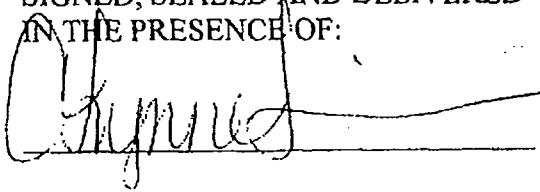
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said DONNA R. WEEKS, her heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said DONNA R. WEEKS, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 17th day of December, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

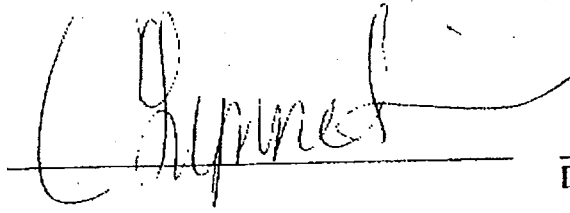
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

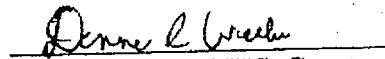


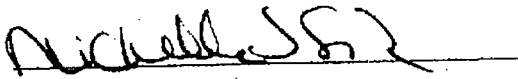
RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

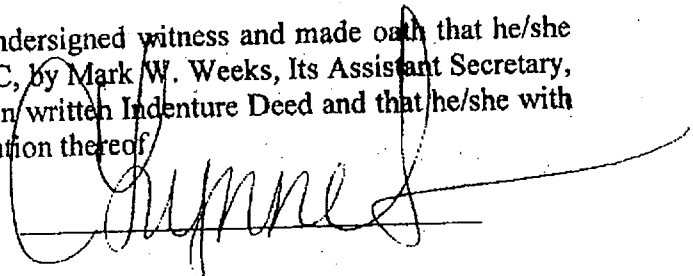



DONNA R. WEEKS, Grantee

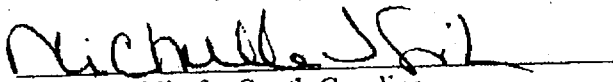


STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof

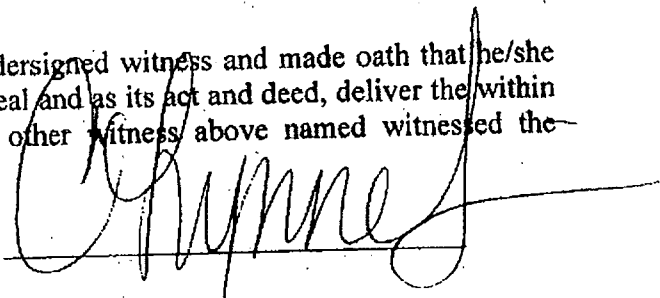


SWORN TO AND SUBSCRIBED BEFORE ME,
This the 17th day of December, 2004.


Notary Public for South Carolina
My commission expires: 05-16-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named DONNA R. WEEKS, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 17th day of December, 2004.

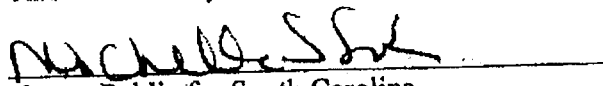

Notary Public for South Carolina
My commission expires: 05-16-2012

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 17-A in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-363

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS: 660 Ayers Drive
Charleston, SC 29412

STATE OF SOUTH CAROLINA

))
AFFIDAVITDate of Transfer of Title
December 16, 2004

COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Donna R. Weeks ON 12/16/04.
3. Check one of the following: The deed is:
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$83,500.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$83,500.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$83,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

 Grantor, Grantee or Legal Representative
 Connected with this Transaction

SWORN to before me this
 12/16/04

Richard M. O'Neil
 Notary Public for South Carolina

My Commission expires: 05-16-2012

Mark W. Weeks or Nancy K. Tracy
 Print or Type Name Here

RECORDER'S PAGE

This page must remain with
the Original Document



BKC 520PG447

Davidson & Bennett

Recording

Fee 11.00

State

Fee 217.10

County

Fee 91.85

Postage

Total 319.95

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FILED

C520-442

2004 DEC 21 PM 4: 29

CHARLES BRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED BY ASSESSOR	
REP	<u>AD2</u>
DATE	<u>11 7 104</u>

RECEIVED FROM RMC	
JAN	2005
PEGGY A. MOSELEY CHARLESTON COUNTY AUDITOR	

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON) INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety Two Thousand Nine Hundred and 00/100ths (\$92,900.00) Dollars, to it in hand paid at and before the sealing of these presents by K. SCOTT SAIN; ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said K. SCOTT SAIN, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

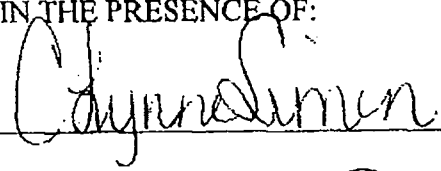
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said K. SCOTT SAIN, his heirs and/or assigns, forever.

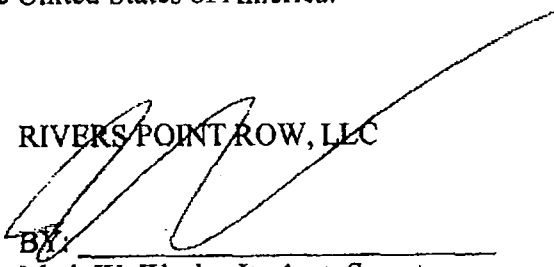
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said K. SCOTT SAIN, his heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 10th day of January, in the year of our Lord Two Thousand and Five and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:







 BY: Mark W. Weeks, Its Asst. Secretary

Deura B Butler

K. Scott Sain
K. SCOTT SAIN, Grantee

[Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

[Signature]

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 10th day of January, 2005.

Michelle S. [Signature]
Notary Public for South Carolina
My commission expires: 05-16-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named K. SCOTT SAIN, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Deura B Butler

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 10th day of January, 2005.

[Signature]
Notary Public for South Carolina
My commission expires: 10-10-13

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 16-E in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-343

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: 2245 Woodland Shores Road
Charleston, SC 29412

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)Date of Transfer of Title
January 10, 2005

COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO K. Scott Sain ON 01/10/05.
3. Check one of the following: The deed is:
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$92,900.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$92,900.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$92,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

K. Scott Sain
Grantor, Grantee or Legal Representative
Connected with this Transaction

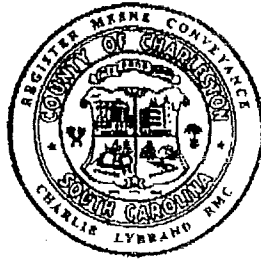
K. Scott Sain
Print or Type Name Here

SWORN to before me this
01/10/05

[Signature]
Notary Public for South Carolina
My Commission expires: 10-10-13

RECORDER'S PAGE

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the original document.



AKC 522PG734

Recording

Fee 11.00

State

Fee 241.80

County

Fee 102.30

Postage

TOTAL 355.10

A

J. LYNN McCANTS
ATTORNEY AT LAW
702 JOHNNIE DODDS BLVD
P O BOX 2025
MT PLEASANT, SC 29485

FILED

C522-729

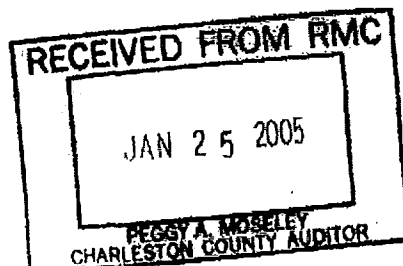
2005 JAN 11 PM 3:43

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LDJ

DATE 1/25/05



STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety Two Thousand Five Hundred and 00/100ths (\$92,500.00) Dollars, to it in hand paid at and before the sealing of these presents by DANIEL R. STROBL AND KRISTANNE C. STROBL, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said DANIEL R. STROBL AND KRISTANNE C. STROBL AS JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

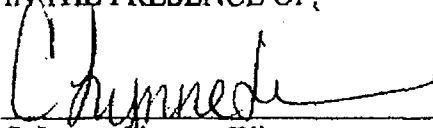
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said DANIEL R. STROBL AND KRISTANNE C. STROBL AS JOINT TENANTS WITH THE RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, their heirs and/or assigns, forever.

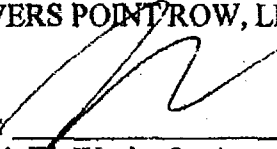
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said DANIEL R. STROBL AND KRISTANNE C. STROBL, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 1st day of February, in the year of our Lord Two Thousand and Five and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

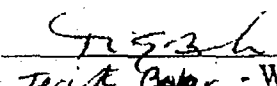
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF;

RIVERS POINT ROW, LLC

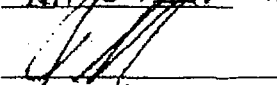

C. Lynne Simon - Witness

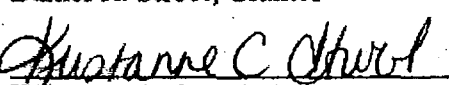
BY: 
Mark W. Weeks, Its Asst. Secretary


Michelle T. Smith - Witness


Tami K. Baker - Witness


Daniel R. Strobl, Grantee


Randall J. Drew - Witness


Kristanne C. Strobl, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.


C. Lynne Simon - Witness

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 1st day of February, 2005.


Notary Public for South Carolina
Michelle T. Smith
My commission expires: 05-16-2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named DANIEL R. STROBL AND KRISTANNE C. STROBL, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Teri E. Baker - Witness

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 1st day of February, 2005.

Notary Public for South Carolina

Randall J. Drew
My commission expires: June 12, 2010

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 7-B in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-248

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: 5417 Indigo Fields Blvd.
North Charleston, SC 29418

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit #7-B
Charleston, SC 29412

STATE OF SOUTH CAROLINA

) AFFIDAVIT

Date of Transfer of Title
February 1, 2005

COUNTY OF Charleston

)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Daniel R. Strobl and Kristanne C. Strobl ON 02/05/05.
3. Check one of the following: The deed is:
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked:
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$92,500.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$92,500.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$92,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.



 Grantor, Grantee or Legal Representative
 Connected with this Transaction

Randall J. Drew

 Print or Type Name Here

SWORN to before me this
 02/01/05

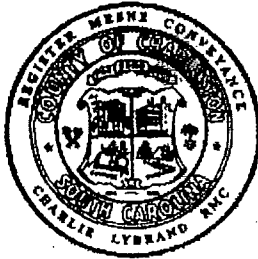
Delonnie G. Drew

 Notary Public for South Carolina
 My Commission expires: June 12, 2010

BKC 526PG490

RECORDER'S PAGE

This page Must remain with
the original document.



Recording

Fee 13.00

State

Fee 240.50

County

Fee 101.75

Postage _____

TOTAL 355.25B

(3)

Randall J. Drew, LLC

FILED

C 526-483

2005 FEB 17 PM 3:20

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP AS

DATE 3/4/05

RECEIVED FROM RMC

MAR 7

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety Two Thousand Nine Hundred and 00/100ths (\$92,900.00) Dollars, to it in hand paid at and before the sealing of these presents by PAMELA W. SISSON, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said PAMELA W. SISSON, her heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

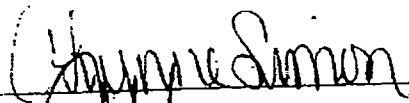
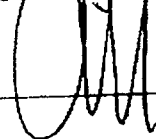
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said PAMELA W. SISSON, her heirs and/or assigns, forever.

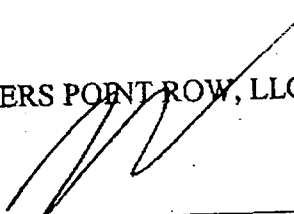
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said PAMELA W. SISSON, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 30th day of July, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Eighth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:

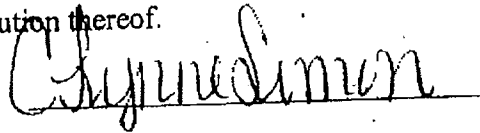
RIVERS POINT ROW, LLC

BY: 
 Mark W. Weeks, Its Asst. Secretary

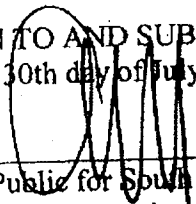

 PAMELA W. SISSON, Grantee

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

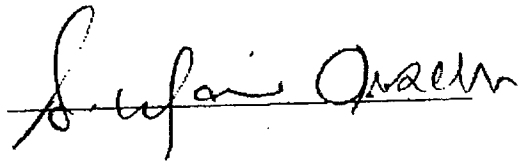


SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 30th day of July, 2004.


 Notary Public for South Carolina
 My commission expires: 01-27-2010

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named PAMELA W. SISSON, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 30th day of July, 2004.

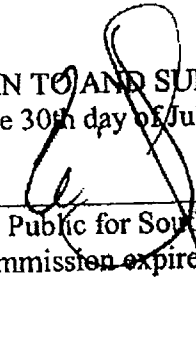

 Notary Public for South Carolina
 My commission expires: 02-09-2006

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 7-F in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-252

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit 7-F
Charleston, SC 29412

BKD

50426425

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)Date of Transfer of Title
July 30, 2004

COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC and TO Pamela W. Sisson and ON 07/30/04.
3. Check one of the following: The deed is:
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$92,900.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$92,900.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$92,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

 Grantor, Grantee or Legal Representative
 Connected with this Transaction

 Mark W. Weeks or Nancy K. Tracy
 Print or Type Name Here

SWORN to before me this
 07/30/04

 Notary Public for South Carolina
 My Commission expires: 01-27-2010

RECORDER'S PAGE

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the original document.



BKD 504 PG 426

Recording
Fee 11.00
State
Fee 241.80
County
Fee 102.30
Postage _____
TOTAL 355.10

A

JENSEN & LAFOND, LLC
544 SAVANNAH HIGHWAY
CHARLESTON, SC 29407

FILED

D 504-421

2004 AUG -2 PM 3:29

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 8/9/04

RECEIVED FROM RMC

AUG - 9 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

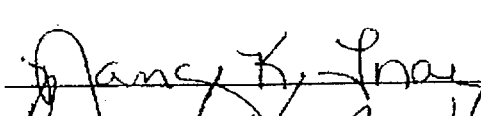
KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Four Thousand Nine Hundred and 00/100ths (\$84,900.00) Dollars, to it in hand paid at and before the sealing of these presents by JOHN B. CARROLL, JR. and FRANCES H. CARROLL, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said JOHN B. CARROLL, JR. and FRANCES H. CARROLL, their heirs and/or assigns, the following described property, to-wit:

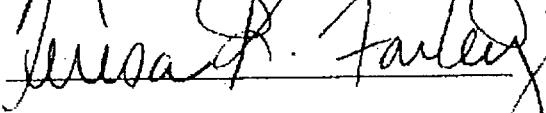
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said JOHN B. CARROLL, JR. and FRANCES H. CARROLL, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Anna K. Thae
Luba K. Farley



 JOHN B. CARROLL, JR., Grantee


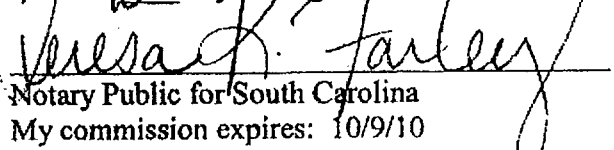
 FRANCES H. CARROLL

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 10th day of August, 2004.


 Notary Public for South Carolina
 My commission expires: 10/9/10

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named JOHN B. CARROLL, JR. and FRANCES H. CARROLL, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 10th day of August, 2004.

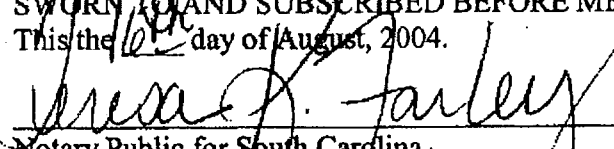

 Notary Public for South Carolina
 My commission expires: 10-9-10

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 9H in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-270

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS: 5 Allgood Rd.
Charleston, SC 29407

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)

Date of Transfer of Title
August 16, 2004

OK D 506PG722

COUNTY OF Charleston

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO John B. Carroll, Jr. and Frances H. Carroll ON 08/16/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$84,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$84,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$84,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Dane K. Ince
Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

SWORN to before me this
08/16/04
Anna K. Faulkner
Notary Public for South Carolina
My Commission expires: 10/9/10

RECORDER'S PAGE

This page must remain with
the Original Document



BKD 506PG723

Recording

Fee 11.00

State

Fee 221.00

County

Fee 93.50

Postage

Total 325.50

XC

**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW

FILED

D506-718

2004 AUG 19 PM 2:08

CHARLESTON LAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 8/26/04

RECEIVED FROM RMC

AUG 26 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Seven Thousand Nine Hundred and 00/100ths (\$87,900.00) Dollars, to it in hand paid at and before the sealing of these presents by SHARLENE D. MOULTON, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said SHARLENE D. MOULTON, her heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

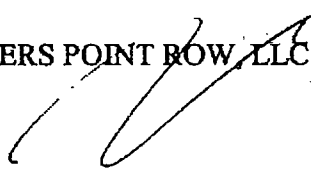
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said SHARLENE D. MOULTON, her heirs and/or assigns, forever.

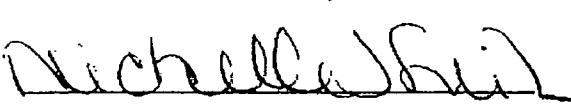
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said SHARLENE D. MOULTON, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 1st day of October, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY: 
Mark W. Weeks, Its Asst. Secretary



BKD 512PG743

Chynnes
Shirley W. Weeks

Sharlene D. Moulton
SHARLENE D. MOULTON, Grantee

Michelle J. Smith

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Chynnes

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 1st day of October, 2004.

Michelle J. Smith
Notary Public for South Carolina
My commission expires: 05-16-2012

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named SHARLENE D. MOULTON, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Chynnes

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 1st day of October, 2004.

Michelle J. Smith
Notary Public for South Carolina
My commission expires: 05-16-2012

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 3-H in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-246

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit 3-H
Charleston, SC 29412

STATE OF SOUTH CAROLINA

)

Date of Transfer of Title

) AFFIDAVIT

October 1, 2004

COUNTY OF Charleston

)

BKD 512 PG 746

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Sharlene D. Moulton ON 10/01/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$87,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$87,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$87,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

SWORN to before me this

10/01/04

Richard A. Ellis
Notary Public for South Carolina

My Commission expires: 05-16-2012

RECORDER'S PAGE

This page Must remain with
the original document.



MD 512PG747

Recording Fee 11.00
State Fee 228.80
County Fee 96.80

Postage _____

TOTAL 336.60

C

**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW

FILED

D512-742

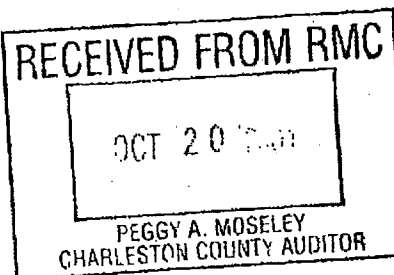
2004 OCT -8 PM 3:15

CHARLES LYNNARD
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 10/20/04



BKD 512 PG 748

STATE OF SOUTH CAROLINA)

INDENTURE DEED

COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Seven Thousand Four Hundred and 00/100ths (\$87,400.00) Dollars, to it in hand paid at and before the sealing of these presents by LAUREN J. ROBBINS, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said LAUREN J. ROBBINS, her heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

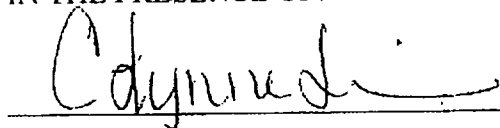
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said LAUREN J. ROBBINS, her heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said LAUREN J. ROBBINS, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 30th day of September, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC



BY:

Mark W. Weeks, Its Asst. Secretary



BKD 512PG749

Chynned

Lauren J. Robbins
LAUREN J. ROBBINS, Grantee

Michelle Smit

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Chynned

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 30th day of September, 2004.

Michelle Smit

Notary Public for South Carolina
My commission expires: 05-16-2012

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named LAUREN J. ROBBINS, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Chynned

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 30th day of September, 2004.

Michelle Smit

Notary Public for South Carolina
My commission expires: 05-16-2012

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 6-C in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-333

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flues, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit 6-C
Charleston, SC 29412

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) AFFIDAVIT
)

Date of Transfer of Title
September 30, 2004

BKD 512PG752

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Lauren J. Robbins ON 09/30/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$87,400.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$87,400.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$87,400.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Nancy K. Tracy
Grantor, Grantee or Legal Representative
Connected with this Transaction

SWORN to before me this
09/30/04

Michael J. Smith
Notary Public for South Carolina

My Commission expires: 05-16-2012

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

RECORDER'S PAGE

This page Must remain with
the original document.



DND 512PG753

Recording

Fee 11.00

State

Fee 227.50

County

Fee 96.25

Postage _____

TOTAL 334.75

C

**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW

FILED

D512-748

2004 OCT -8 PM 3: 07

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 10/20/04

RECEIVED FROM RMC

OCT 20 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA)

INDENTURE DEED

COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Nine Thousand Five Hundred and 00/100ths (\$89,500.00) Dollars, to it in hand paid at and before the sealing of these presents by KEVIN ^{Douglas} STRIBLING, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, KEVIN ^{Douglas} ~~D.~~ STRIBLING, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said KEVIN D. STRIBLING, his heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said KEVIN ~~D.~~ ^{Douglas} STRIBLING, his heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the ____ day of September, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

[Handwritten signature: Heidi M. [unclear]]
[Handwritten signature: Lisa K. Farley]

BKD 512PG755

Joseph F. Runey

KEVIN D. STRIBLING, Grantee

Douglas

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

[Signature]

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 13th day of September, 2004.

[Signature]
Notary Public for South Carolina
My commission expires: 10/9/10

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named KEVIN D. STRIBLING, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Joseph F. Runey

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 15th day of September, 2004.

[Signature]
Notary Public for South Carolina
My commission expires: 12-28-08

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 6G in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-337

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

BKD 512 PG 757

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS:

21 Rivers Point Pkwy 6-6
Charleston, SC

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

BKD 512PG758

) AFFIDAVIT

Date of Transfer of Title

September 15, 2004

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Kevin D. Stribling ON 09/15/04.
Dauglas
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$89,500.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$89,500.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$89,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

SWORN to before me this
09/15/04

[Signature]
Notary Public for South Carolina
My Commission expires: 10/9/10

AND 512PG759

RECORDER'S PAGE

This page Must remain with
the original document.



Joseph F. Runey

Recording

Fee 11.00

State

Fee 332.70

County

Fee 98.45

Postage _____

TOTAL 342.15

FILED

D512-754

2004 OCT -8 PM 1:05

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

③C

**PID VERIFIED
BY ASSESSOR**

REP UMG

DATE 10/20/04

RECEIVED FROM RMC

OCT 20 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety Four Thousand Nine Hundred and 00/100ths (\$94,900.00) Dollars, to it in hand paid at and before the sealing of these presents by TOBY H. BROWN, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said TOBY H. BROWN, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said TOBY H. BROWN, his heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said TOBY H. BROWN, his heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 30th day of September, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

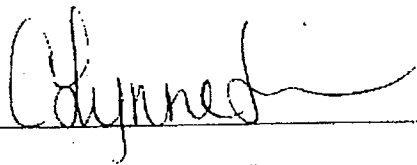
SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

Chynned
Michael Full



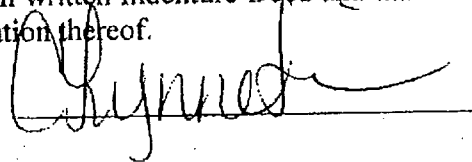
TOBY H. BROWN, Grantee



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 30th day of September, 2004.

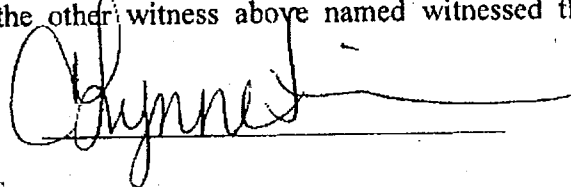


Notary Public for South Carolina
My commission expires: 05-16-2012

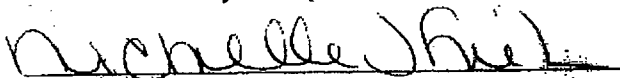
STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named TOBY H. BROWN, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
This the 30th day of September, 2004.



Notary Public for South Carolina
My commission expires: 05-16-2012

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 4-F in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385; and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-320

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: ~~324 Polpis Road
Nantucket, MA 02554~~

*P.O. Box 8400
Nantucket, MA 02584*

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

)
) **AFFIDAVIT**
)

512 PG 764

Date of Transfer of Title
September 30, 2004

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Toby H. Brown ON 09/30/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$94,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$94,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$94,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

SWORN to before me this

09/30/04

Michelle J. Ford
Notary Public for South Carolina

My Commission expires: 05-16-2012

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

RECORDER'S PAGE

This page Must remain with
the original document.

**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW



OND 512PG765

Recording Fee 11.00

State Fee 247.00

County Fee 104.50

Postage

TOTAL 362.50

C

FILED

D512-760
2004 OCT -8 PM 3:13

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 10/20/04

RECEIVED FROM RMC

OCT 20 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety-Two Thousand Five Hundred and 00/100ths (\$92,500.00) Dollars, to it in hand paid at and before the sealing of these presents by MICHAEL M. SMITH ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, MICHAEL M. SMITH, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said MICHAEL M. SMITH, his heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said MICHAEL M. SMITH, his heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 23rd day of November, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

BY: Mark W. Weeks
Mark W. Weeks, Its Asst. Secretary

Theresa K. Farley

Mark Walker Michael M. Smith
MICHAEL M. SMITH, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Clynnne Limer

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 22nd day of November, 2004.

Laura K. Farley
Notary Public for South Carolina
My commission expires: 10/9/10

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named MICHAEL M. SMITH, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

Mark Walker

SWORN TO AND SUBSCRIBED BEFORE ME,
This the 23 day of November, 2004.

Mark Walker
Notary Public for South Carolina
My commission expires: 11-22-05

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 11F in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-284

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS:

PO Box 31701
Charleston SC 29417

STATE OF SOUTH CAROLINA
COUNTY OF Charleston

]
]

AFFIDAVIT

Date of Transfer of Title

(Closing Date) November 23, 2004

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred BY Rivers Point Row, LLC TO Michael M. Smith, ON November 23, 2004.
3. Check one of the following: The DEED is
 - (a) XX subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) EXEMPT from the deed recording fee because (exemptions 1-12) (If exempt, please skip item 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 92,500.00.
 - (b) The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES or NO XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed based on the following:

(a) \$ <u>92,500.00</u>	the amount listed in item 4 above.
LESS (b) \$ _____	the amount listed in item 5 above (no amount place zero).
TOTAL (c) \$ <u>92,500.00</u>	Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: CLOSING ATTORNEY
8. Check if property other than Real Property is being transferred on this Deed.
9. _____ DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of _____ Deceased CASE NUMBER _____ Personally appeared before me the undersigned attorney who, being duly sworn, certified that s/he is licensed to practice law in the State of South Carolina; that s/he has prepared the Deed of Distribution for the Personal Rep. in the Estate of _____ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

William J. Hennessy, Jr.

(Grantor, Grantee, or Legal Representative connected with this transaction)

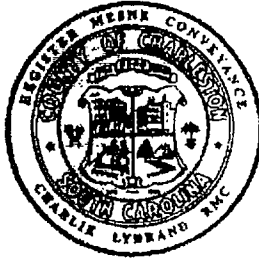
Sworn to before me this
November 23, 2004

[Signature]
Notary Public for South Carolina
My Commission Expires: 5-5-13

MD 517PG240

RECORDER'S PAGE

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the original document.



DODDS & HENNESSY, L.L.P.
ATTORNEYS AT LAW

Recording

Fee 11.00

State

Fee 240.50

County

Fee 101.75

Postage _____

TOTAL 353.25

A

FILED

D.517-235

2004 NOV 24 PM 12:01

CHARLES LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP ADJ

DATE 12/06/04

RECEIVED FROM RMC

DEC 7 2004

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Four Thousand Nine Hundred and 00/100ths (\$84,900.00) Dollars, to it in hand paid at and before the sealing of these presents by NEALE M. YOUNG AND DARRYL S. YOUNG, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released; and by these Presents does grant, bargain, sell and release unto the said NEALE M. YOUNG AND DARRYL S. YOUNG, their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

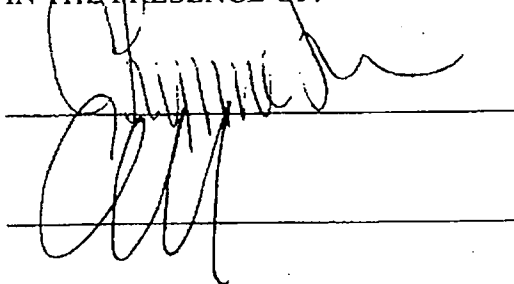
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said NEALE M. YOUNG AND DARRYL S. YOUNG, their heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said NEALE M. YOUNG AND DARRYL S. YOUNG, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 24th day of June, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Eighth year of the Sovereignty of the United States of America.

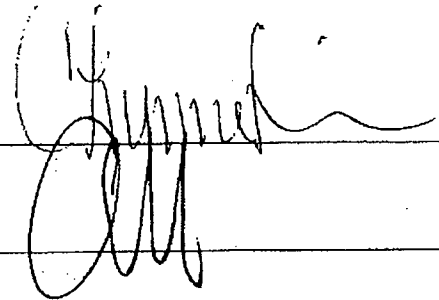
SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:

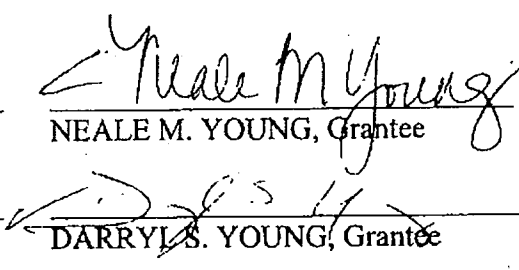


RIVERS POINT ROW, LLC

BY:

Mark W. Weeks, Its Asst. Secretary

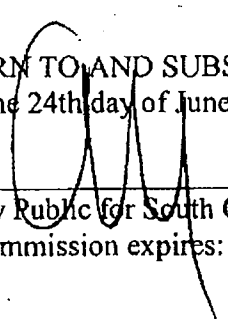

 NEALE M. YOUNG, Grantee


 DARRYL S. YOUNG, Grantee

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 24th day of June, 2004.


 Notary Public for South Carolina
 My commission expires: 01-27-2010

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named NEALE M. YOUNG AND DARRYL S. YOUNG, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 24th day of June, 2004.

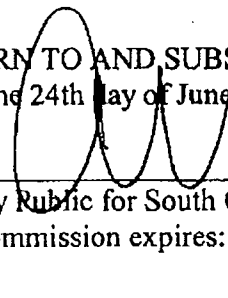

 Notary Public for South Carolina
 My commission expires: 01-27-2010

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 3-E in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-243

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit #3-E
Charleston, SC 29412

STATE OF SOUTH CAROLINA

)
) AFFIDAVIT
)

Date of Transfer of Title

June 24, 2004

COUNTY OF Charleston

BKE 500PG257

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information. *+ David S. Young*
2. The property is being transferred by Rivers Point Row, LLC TO Neale M. Young ON 06/24/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$84,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$84,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$84,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

SWORN to before me this
06/24/04

Notary Public for South Carolina
My Commission expires: 01-27-2010

RECORDER'S PAGE

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the Original Document



BKE 500PG258

DAVIDSON
BENNETT &
WIGGER

Recording
Fee 11.00

State
Fee 221.00

County
Fee 93.50

Postage

Total 325.50

C

FILED
E500-253

2004 JUN 29 PM 3:36

CLERK
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**
REP LMG
DATE 7/1/04

RECEIVED FROM RMC
JUL - 1, 2004
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

BKE 500PG259

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty Four Thousand Nine Hundred and 00/100ths (\$84,900.00) Dollars, to it in hand paid at and before the sealing of these presents by RAZI ALICI, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said RAZI ALICI, his heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

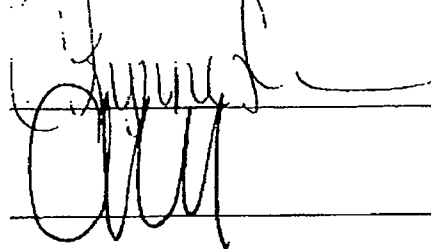
TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said RAZI ALICI, his heirs and/or assigns, forever.

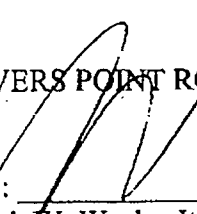
AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said RAZI ALICI, his heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 24th day of June, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Eighth year of the Sovereignty of the United States of America.

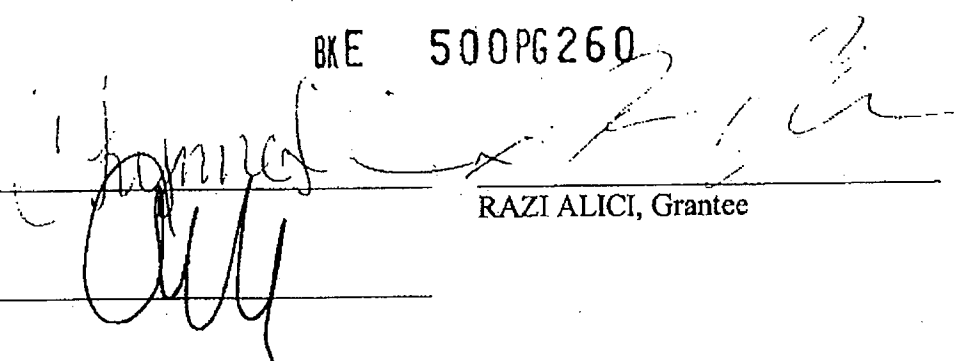
SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



RIVERS POINT ROW, LLC

BY: 

Mark W. Weeks, Its Asst. Secretary

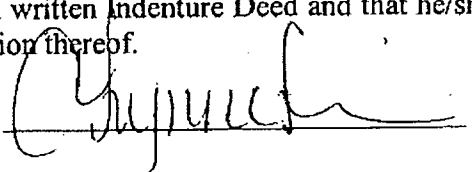


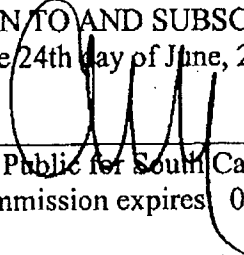
 RAZI ALICI, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.


 SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 24th day of June, 2004.

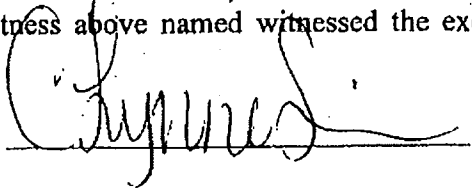


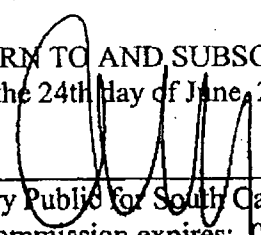
 Notary Public for South Carolina
 My commission expires 01-27-2010

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RAZI ALICI, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.


 SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 24th day of June, 2004.



 Notary Public for South Carolina
 My commission expires: 01-27-2010

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 7-H in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-254

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for Charleston County.

GRANTEE'S ADDRESS: 21 Rivers Point Row, Unit #7-H
Charleston, SC 29412

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

BKE 500PG263

)
) AFFIDAVIT
)

Date of Transfer of Title

June 24, 2004

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Razi Alici ON 06/24/04.
3. Check one of the following: The deed is:
(a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$84,900.00
(b) _____ The fee is computed on the fair market value of the realty, which is n/a
(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
(a) \$84,900.00 the amount listed in Item #4 above
(b) 0.00 the amount listed on Item #5 above (no amount, please zero)
(c) \$84,900.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this
06/24/04

Notary Public for South Carolina
My Commission expires: 01-27-2010

Grantor, Grantee or Legal Representative
Connected with this Transaction

Mark W. Weeks or Nancy K. Tracy
Print or Type Name Here

RECORDER'S PAGE

This page must remain with
the Original Document

DAVIDSON
BENNETT &
WIGGER



BKE 500PG264

Recording
Fee 11.00

State
Fee 221.00

County
Fee 93.50

Postage

Total 325.50

C

FILED
E500-259
2004 JUN 29 PM 3:39

BRAND
REGISTER
CHARLESTON COUNTY SC

PID VERIFIED
BY ASSESSOR

REP LMG
DATE 7/1/04

RECEIVED FROM RMC

JUL - 1 2004

FRANK A. JOSELEY
COUNTY CLERK

STATE OF SOUTH CAROLINA)

INDENTURE DEED

COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Eighty-Nine Thousand Five Hundred and 00/100ths (\$89,500.00) Dollars, to it in hand paid at and before the sealing of these presents by MARGARET EASTMAN ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, MARGARET EASTMAN, her heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said MARGARET EASTMAN, her heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said MARGARET EASTMAN, her heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 29th day of October, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RIVERS POINT ROW, LLC

[Signature]
[Signature]

BY: *[Signature]*
Mark W. Weeks, Its Asst. Secretary

MBW
Theresa K. Farley

Margaret Eastman
 MARGARET EASTMAN, Grantee

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

MBW

SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 9th day of October, 2004.

Theresa K. Farley
 Notary Public for South Carolina
 My commission expires: 10/9/10

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named MARGARET EASTMAN, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.

MBW

SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 9th day of October, 2004.

Theresa K. Farley
 Notary Public for South Carolina
 My commission expires: 10-9-10

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 16-C in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-341

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS:

P.O. Box 213
Charleston, SC 29402

STATE OF SOUTH CAROLINA

Date of Transfer of Title

) AFFIDAVIT

October 29, 2004

COUNTY OF Charleston

)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred by Rivers Point Row, LLC TO Margaret Eastman ON 10/29/04.
3. Check one of the following: The deed is:
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ EXEMPT from the deed recording fee because (Exemption n/a) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.
4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$89,500.00
 - (b) _____ The fee is computed on the fair market value of the realty, which is n/a
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.
6. The DEED Recording Fee is computed as follows:
 - (a) \$89,500.00 the amount listed in Item #4 above
 - (b) 0.00 the amount listed on Item #5 above (no amount, please zero)
 - (c) \$89,500.00 subtract Line 6(b) from Line 6(a) and place the result here.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as closing attorney.
8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

 Grantor, Grantee or Legal Representative
 Connected with this Transaction

 Mark W. Weeks or Nancy K. Tracy
 Print or Type Name Here

SWORN to before me this
 10/29/04

Shirash J. Farley
 Notary Public for South Carolina
 My Commission expires: 10/9/10

RECORDER'S PAGE

This page Must remain with
the original document.



BKE 515PG324

Recording

Fee 11.00

State

Fee 232.70

County

Fee 98.45

Postage

TOTAL 342.15

A

**Davidson
Bennett
& Wigger**
ATTORNEYS AT LAW

FILED

E515-319

2004 NOV -5 PM 3:41

CHARLIE LYBRAND
REGISTER
CHARLESTON COUNTY SC

**PID VERIFIED
BY ASSESSOR**

REP LMG

DATE 11/16/04

RECEIVED FROM RMC

NOV

PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

INDENTURE DEED

KNOW ALL MEN BY THESE PRESENTS, that RIVERS POINT ROW, LLC ("Grantor"), a South Carolina limited liability company, in the State aforesaid, County aforesaid, for and in consideration of the sum of Ninety-Four Thousand Nine Hundred and 00/100ths (\$94,900.00) Dollars, to it in hand paid at and before the sealing of these presents by DAVID L. DEAN and DONNA DEAN, ("Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, DAVID L. DEAN and DONNA DEAN, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, the following described property, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

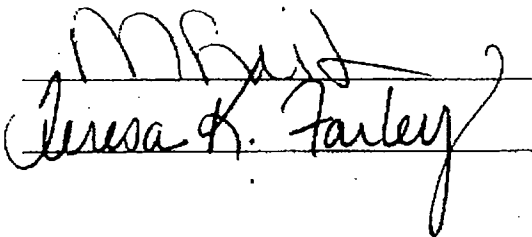
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said DAVID L. DEAN and DONNA DEAN, as Joint Tenants with Rights of Survivorship and Not as Tenants in Common, their heirs and/or assigns, forever.

AND Grantor does hereby bind itself, its successors and/or assigns, to warrant and forever defend, all and singular, the said Premises unto the said DAVID L. DEAN and DONNA DEAN, their heirs and/or assigns, against it and its successors and/or assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

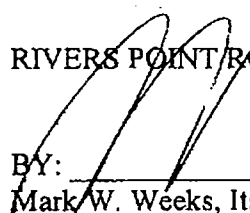
IN WITNESS WHEREOF Grantor has caused these presents to be executed this the 3rd day of November, in the year of our Lord Two Thousand and Four and in the Two Hundred and Twenty-Ninth year of the Sovereignty of the United States of America.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:

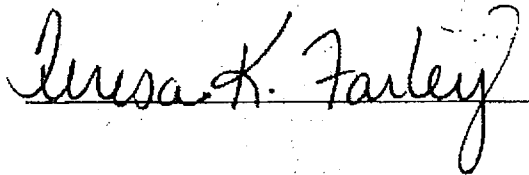
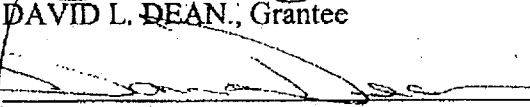
RIVERS POINT ROW, LLC



 Teresa K. Farley

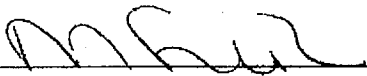
BY: 
 Mark W. Weeks, Its Asst. Secretary



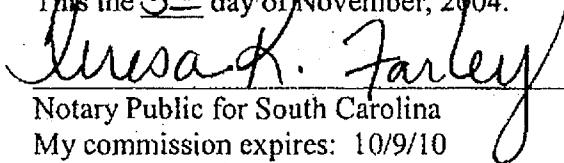
 DAVID L. DEAN, Grantee


 DONNA DEAN, Grantee

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named RIVERS POINT ROW, LLC, by Mark W. Weeks, Its Assistant Secretary, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 3rd day of November, 2004.


 Notary Public for South Carolina
 My commission expires: 10/9/10

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that he/she saw the within named DAVID L. DEAN and DONNA DEAN, sign, seal and as its act and deed, deliver the within written Indenture Deed and that he/she with the other witness above named witnessed the execution thereof.



SWORN TO AND SUBSCRIBED BEFORE ME,
 This the 3rd day of November, 2004.

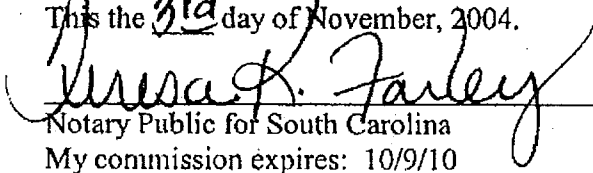

 Notary Public for South Carolina
 My commission expires: 10/9/10

EXHIBIT "A"

ALL that certain Unit, situate, lying and being in Charleston County, State of South Carolina, known and designated as Unit Number 4-E in RIVERS POINT ROW Horizontal Property Regime as shown on the plans and specifications attached to The Master Deed Establishing the RIVERS POINT ROW Horizontal Property Regime, dated May 4, 2004, and recorded in the RMC Office for Charleston County, SC, in Book G493, at Page 001 and as amended in the First Amendment to Master Deed recorded in Book R495, at Page 385, and as may be amended later from time to time; Together with the undivided percentage interest in the General Common Elements of the property described in said Master Deed appurtenant thereto.

BEING a portion of the same property conveyed to the Grantor herein by Deed of Intercontinental Fund III Rivers Point SC, LLC, a Massachusetts Limited Liability dated May 3, 2004 and recorded in the RMC Office for Charleston County, SC, in Book F493, at Page 759.

TMS#: 425-07-00-319

Said unit is conveyed together with:

1. An undivided percentage in the common elements and facilities of the Property as described in the Master Deed and its exhibits.
2. The rights and easement in common with the other unit owners, all as described in the Master Deed, the Exhibits attached thereto, and any amendments thereto.

This conveyance is made subject to the following:

1. Easements in favor of adjoining units and in favor of the common elements for the continuance of all encroachments of such adjoining units or common elements and limited common elements on the Unit, now existing or which may come into existence hereafter as a result of settling or shifting of the Unit or of any adjoining unit or of the common elements and limited common elements, after damage or destruction by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the common elements and limited common elements made by or with the consent of the association.
2. An easement in favor of the other units to use the pipes, wires, ducts, flucs, conduits, cables, public utility lines and other common elements located in the Unit or elsewhere on the Property and serving such other units.

3. The provisions of the Master Deed, and the Exhibits attached thereto, recorded, simultaneously with and as a part of the Master Deed, as the same may be amended from time to time by instruments recorded in the RMC Office for Charleston County, S.C., which provisions, together with any amendments thereto, shall constitute covenants running with the land shall bind any person having at any time any interest or estate in the Unit, his heirs and assigns, his family, servants, and visitors, as though such provisions were recited and stipulated at length herein.
4. By subscription to and acceptance of this Indenture Deed, the Grantee hereby expressly assumes and agrees to comply with the provisions of the Master Deed and the Exhibits attached thereto, as the same may be amended from time to time.
5. All other covenants, conditions, restrictions and easements of record which may affect the Unit.
6. Zoning Ordinances for the County of Charleston.

GRANTEE'S ADDRESS:

377 Quinby Ct
Mid Pleasant, SC 29464