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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

MIKELL R. SCARBOROUGH, Master in Equity

Appellate Case No. 2019-001289

Raven's Run Homeowners Association, Inc., ... Appellant/Respondent,

v.

Crown Pointe Association, Inc.; Lois K. Novak as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron; James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr., and Barbara Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Franklin Wooten, III, and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Spigner a/k/a Shirley Deanna Spigner; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr., and Terry W. Graves; Mary Elizabeth Gladden; Philip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr., and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully; Defendants,

Of Whom James B. and Melissa F. Kubu, and
Leila June Johnson are the ..... Respondents

And Katherine Kinlaw is the ..... Respondent/Appellant.

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	))))	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CA NO. 2017-CP-10-473
Raven's Run Homeowners Association, Inc., Plaintiff, vs. Crown Pointe Association, Inc.; Lois K. Novak, as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron; James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr. and Barbara A. Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Franklin Wooten, III and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Spigner a/k/a Shirley Deanna Spigner; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr. and Terry W. Graves; Mary Elizabeth Gladden; Phillip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr. and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully, Defendants.	)	**ORDER GRANTING TEMPORARY RESTRAINING ORDER**

FILED
2017 MAR -3 PM 12:58
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

This matter came before the Court on February 27, 2017 before the Honorable Roger M. Young Sr., Presiding Judge for the Ninth Judicial Circuit on the Plaintiff's Motion for Temporary and Permanent Injunction and Restraining Order filed in this matter.

Pursuant to the Plaintiff's Motion filed in this matter as well as the Affidavits filed in support of the same, this Court finds that the Plaintiff is entitled to the issuance of a Temporary Restraining Order effective for ten (10) days from the execution of this Order against the remaining Defendants in this matter in an effort to maintain the status quo on the subject Property and afford all parties the opportunity to resolve the underlying issues in this matter. During the pendency of this Order, the remaining Defendants shall not knowingly trespass on the subject Property. The Defendants shall not, in any way, remove or trim any portion of vegetation or greenery in the subject Property area, shall not place any items in the subject Property area including the relocation of any fences and/or buildings, and shall not access in any way the waterway that is located between the rear lot lines of the remaining Defendants and the Raven's Run Subdivision.

This Order shall remain effective for ten (10) days until such time as a subsequent hearing shall be set to present further evidence regarding the continuation or conversion of this Temporary Restraining Order to a temporary or permanent injunction, if needed.

IT IS SO ORDERED!

ROGER M. YOUNG, SR.
Presiding Judge, Ninth Judicial Circuit

Charleston, South Carolina
~~February~~ 3/1/2017

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP-10-0473

Ravens Run Homeowners Assoc. Inc.
PLAINTIFF(S)

Crown Pointe Assoc. Inc., et al.
DEFENDANT(S)

Submitted by:	**Attorney for :** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

FILED
2017 SEP 22 PM 12:45

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court: Plaintiff's Motion to Refer to Master in Equity filed on June 15, 2017, is GRANTED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		

If applicable, describe the property, including tax map information and address, referenced in the order:
N/A

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge	2117 **Judge Code**	09/20/2017 **Date**

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)	**ATTORNEY(S) FOR THE DEFENDANT(S)**

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CASE NO. 2017-CP-10-00473
COUNTY OF CHARLESTON	)	
	)	
Raven's Run Homeowners Association, Inc.,	)	**ORDER GRANTING PRELIMINARY INJUNCTION AGAINST THE DEFENDANTS, LEILA JUNE JOHNSON, KATHERINE KINLAW, AND JAMES B. AND MELISSA F. KUBU**
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Crown Pointe Association, Inc., Lois K. Novak as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron, James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr., and Barbara Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Frankling Wooten, III, and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Springer a/k/a Shirly Deanna Springer; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr., and Terry W. Graves; Mary Elizabeth Gladden; Philip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr., and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully;	)	
	)	
Defendants.	)	

FILED
2017 NOV 15 PM 3:02
JULIE J. ARMSTRONG
CLERK OF COURT

THIS MATTER CAME BEFORE THE COURT on November 6, 2017, upon the motion of the Plaintiff for a further Restraining Order and Injunction against the Defendants Leila June Johnson, Katherine Kinlaw, and James B. and Melissa F. Kubu pursuant to Rule 65 SCRCivP.

1

Present at the hearing were G. Hamlin O'Kelley, III, attorney for the Plaintiff, Harold A. Oberman, attorney for Katherine Kinlaw, Jeffrey T. Spell, attorney for Leila June Johnson, Edward K. Pritchard, Jr., attorney for James B. Kubu and Melissa Kubu, and Anna Standberg, attorney for Crown Pointe Association, Inc. After hearing the arguments and reviewing the evidence presented, the Plaintiff's motion is **GRANTED**.

Pursuant to the Plaintiff's motion filed on October 4, 2017, the Affidavits presented, the pictures of the property, a review of the plats, and the Restrictive Covenants for Crown Pointe recorded in Book 0158 at Page 414 in the Office of the RMC for Charleston County, the Court finds that the Plaintiff has met its burden and is entitled to an Order preliminarily enjoining these Defendants, *pendente lite*. The Court finds that there will be irreparable harm to the property claimed to be owned by the Plaintiff, there is no adequate remedy at law, and the Plaintiff has shown a likelihood of success on the merits of its case. *See Atwood Agency v. Black*, 374 S.C. 68, 646 S.E.2d 882 (2007)(temporary injunctive relief is within the sound discretion of the court); *Spartanburg Buddhist Center of S.C. v. Ork*, 417 S.C. 601, 790 S.E.2d 430 (Ct. app. 2016)(injunction is proper where there is irreparable harm, no adequate remedy at law, and where there is likelihood of success on the merits). As shown at the hearing, these Defendants' actions necessitate the issuance of an injunction to protect property owners from direct violations of common property restrictions placed upon their own property. *See River Hills Prop. Owners Assoc., Inc. v. Amato*, 326 S.C. 255, 487 S.E.2d 178 (1997).

On March 3, 2017, the Honorable Roger M. Young, Sr., granted a Temporary Restraining Order in this matter as to all Defendants, not just the three named in the motion before this Court. This Court is adopting that Order and ruling that during the pendency of this action, the Defendants named herein Leila June Johnson, Katherine Kinlaw, and James B. Kubu and

Melissa F. Kubu shall not knowingly trespass or cross onto the subject property which the Plaintiff claims it owns and which abuts the property of these Defendants. Further, these Defendants shall not in any way remove or trim any portion of the vegetation or greenery in the subject property, shall not place any items in the subject property, including the relocation of any fences or buildings, and shall not access or enter upon the waterway located between the rear lot lines of these Defendants and Raven's Run Subdivision.

This Order shall remain in effect *pendente lite*, or until such time as the Court makes its final ruling in this matter; therefore it is hereby

ORDERED, that the Defendants named herein Leila June Johnson, Katherine Kinlaw, and James B. Kubu and Melissa F. Kubu shall not knowingly trespass or cross onto the subject property which the Plaintiff claims it owns and which abuts the property of these Defendants; and it is also

ORDERED, that Leila June Johnson, Katherine Kinlaw, James B. Kubu and Melissa F. Kubu shall not in any way remove or trim any portion of the vegetation or greenery in the subject property; and it is also

ORDERED that Leila June Johnson, Katherine Kinlaw, James B. Kubu and Melissa F. Kubu shall not place any items in the subject property, including the relocation of any fences or buildings; and it is also

ORDERED that Leila June Johnson, Katherine Kinlaw, James B. Kubu and Melissa F. Kubu shall not access or enter upon the waterway located between the rear lot lines of these Defendants and Raven's Run Subdivision; and it also

ORDERED that this Order shall remain in effect *pendente lite* or until such time as this Court makes its final ruling in this matter; and it is also



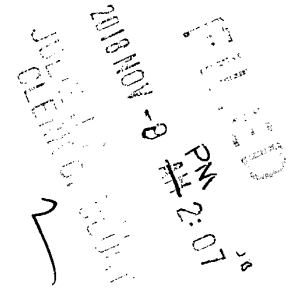
ORDERED that this Order shall be enforceable through the contempt powers of this Court upon any Rule to Show Cause issued by the Court at the request of the Plaintiff, and

IT IS SO ORDERED!

Charleston, South Carolina
11/7, 2017

The Honorable Mikell R. Scarborough
Master in Equity for Charleston County

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-0473
RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.,	)	
Plaintiff,	)	
vs.	)	**ORDER**
CROWN POINTE ASSOCIATION, INC., ET AL.,	)	
Defendants.	)	



DATE OF HEARING: August 28, 2018
TRIAL JUDGE: The Honorable Mikell R. Scarborough
PLAINTIFF'S ATTORNEY: G. Hamlin O'Kelley, III of Buist Byars & Taylor, LLC
DEFENDANTS' ATTORNEYS: Harold A. Oberman of Oberman & Oberman, LLC for Katherine Kinlaw
Jeffrey T. Spell, Esquire for Leila June Johnson
Edward K. Pritchard, Jr., Esquire for James and Melissa Kubu

This matter came before me on August 28, 2018. The matter was set for a two-day trial. Prior to trial, I heard cross-motions for summary judgment. In this case, Raven's Run Homeowners Association, Inc. ("Raven's Run") sued Crown Pointe Association, Inc. ("Crown Pointe") and individual lot owners in Crown Pointe claiming ownership of all property up to the individual lot lines of the lot owners. This includes a lake or drainage easement that is located between the two neighborhoods and land located on the Crown Pointe side of this body of water. As shown on the various plats discussed below, Crown Pointe lies to the northwest of this body of water and Raven's Run to the southeast.

Raven's Run commenced this action on January 31, 2017. Raven's Run subsequently filed an Amended Complaint on March 9, 2018, in which they sued the defendants seeking a declaratory judgment, an injunction, damages in trespass and nuisance. Raven's Run claimed ownership of all the land up to the lot lines of the individual lot owners of Crown Pointe, including a strip of land and bodies of water. Central to this dispute is Raven's Run's right to restrict the property owners of Crown Pointe from maintaining and cutting on the strip of land between their lot property line and the body of water. Raven's Run sued the individual property owners for damages because they ventured onto this strip, removed vegetation, and allegedly created an eyesore.

Defendants disputed this. Defendants answered and disputed Raven's Run ownership of the disputed lands, sought proof of Raven's Run ownership, and sought a clarification as to the respective rights of the parties. Defendants also counterclaimed in abuse of process.

Immediately prior to the motions, Crown Pointe and Raven's Run reached a settlement agreement, leaving only the dispute between Raven's Run and the remaining individual lot owners of Crown Pointe. The remaining individual lot owner represented by counsel are Katherine Kinlaw (represented by Harold A. Oberman), who owns Lot 45-E, Leila June Johnson (represented by Jeffrey T. Spell) who owns Lot 40-E, and James and Melissa Kubu,(represented by Edward K. Pritchard, Jr.) who own Lot 39-E.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The documents are dispositive in this case.

A. **Plat BK-2**

Plat BK-2 was recorded on August 21, 1986. It is a plat entitled "Plat Showing Crown Pointe Subdivision Lots 25E-49E, Lots 67E-79E." On this plat, lakes and drainage easement are shown

immediately to the east of the lots in question. The 60 foot drainage easement extends 20 feet onto the lot owners property and 40 feet into the lake.

RAC Enterprises Inc., the common owner of the two subdivisions, makes the following dedication:

> By the recording of this plat, the green areas and lakes shown hereon are dedicated to the use of the East Crossing Subdivision and the Crown Point Subdivision Homeowners Association forever.

It further states, "By recording this plat, the easements and rights-of ways shown hereon are dedicated to the use of the public forever."

RAC subsequently deeded the properties on this plat to Spectra Development, Inc. by deed O161-258 dated January 14, 1987, and recorded January 26, 1987, with reference to this plat.

B. **Deed into Raven's Run and Plat**

Raven's Run claims ownership to the disputed property by deed R163-134 dated January 5, 1987 and recorded April 1, 1987. This is a deed from RAC Enterprises, Inc., the common owner, to Raven's Run Homeowners Association, Inc. This deed references Plat Book BL57. The Plat is entitled "Raven's Run" and "Plat Showing Lots 19-31, Block 'D' and Lots 1-5, Block 'F' and Lots 14-35, Block 'E.' Acreage Shown Hereon 44.507 Acres."

The plat shows no land in Crown Pointe Subdivision, and neither the deed nor the plat references Crown Pointe Subdivision, its lands, lakes, or easements. The documents neither implicitly nor explicitly convey the disputed property.

C. **Quit Claim Deeds of 2001**

On December 18, 2001, two quit-claim deeds were executed. The first, recorded at C392, page 756 conveyed certain property from RAC Enterprises, by Robert A. Causey, as Liquidating Trustee, to East Crossing-Crown Pointe Association, Inc. Robert Causey had previously signed the deeds out of RAC discussed above as its President/Secretary. The deed conveyed, in pertinent part:

> ALL that certain common area, including any "lake" and "green area", located in Crown Point Subdivision, Christ Church Parish, Charleston County, S.C., as shown on that certain plat entitled "Plat Showing Crown Pointe Subdivision, Lots 25E - 49-E and Lots 67-E - 79-E, Portion of a 52.98 Acre Tract, Owned by RAC Enterprises, Inc., Christ Church Parish, Charleston, S.C.", dated August 3, 1986, and recorded in the RMC Office for Charleston County on August 21, 1986 in Book BK at Page 2. Such common area having such size, shape, dimensions, buttings and boundings as will by reference to such plat more fully appear. (Abstractor's Note: It the intention of this deed to convey all property set forth on the aforementioned plat, saving and excepting all platted lots and public rights of way depicted thereon).

Subsequently, by deed at H394, page 181 and re-recorded at T398, page 815, the same pertinent property was deeded from East Crossing-Crown Pointe Association, Inc. to Crown Pointe Association, Inc. with similar language:

> ALL that certain common area, including any "lake" and "green area", located in Crown Point Subdivision, Christ Church Parish, Charleston County, S.C., as shown on that certain plat entitled "Plat Showing Crown Pointe Subdivision, Lots 1E-24E & Lots 50E-66E and Lots 25E-49E & Lots 67-E - 79-E, Portion of a 52.98 Acre Tract Owned by RAC Enterprises, Inc., Christ Church Parish, Charleston, S.C.", dated August 3, 1986, and recorded in the RMC Office for Charleston County on August 21, 1986 in Book BK at Pages 1 and 2. Such common area having such size, shape, dimensions, buttings and boundings as will by reference to such plat more fully appear.

> (Abstractor's Note: It the intention of this deed to convey all property set forth on the aforementioned plat pages, saving and excepting all platted lots and public rights of way depicted thereon).

Both these deeds explicitly convey any lake or green area as shown on the plat. The abstractors' note explicitly states the intention of the deed:

> Abstractor's Note: It the intention of this deed to convey all property set forth plat pages, saving and excepting all platted lots and public rights of way depicted thereon." Deed H394, page 181

D. **Plat BP 160-161**

Spectra Development, who was deeded the property by RAC, made the following dedication on Plat BP 160-161:

> By the recording of this plat, the green areas and lakes shown hereon are dedicated to the use of the Crown Point Subdivision Homeowners Association forever.

The easement and road right-of-ways were dedicated to the use of the public forever.

The lakes and drainage easements on BP 161 are the same as on BK 2.

This plat was recorded December 18, 1987.

E. **Plat BP 163**

After BP 160-161 was recorded, a plat of Raven's Run was recorded by RAC. RAC dedicates the easements shown on the plat to the Raven's Run Homeowner's Association. The lakes are not referenced. Crown Pointe is not shown.

F. **Plat of Seabrook**

The unrecorded Plat of Seabrook dated December 1, 2016 depicts the 60 foot drainage easement shown on the plat of Crown Pointe at BP 161. It also depicts the 60 foot drainage easement shown on the plat of Raven's Run at BP 163. On the plat of Seabrook, those easements do not overlap.

G. **Restrictive Covenants and Tax Map Information**

Raven's Run points to the Restrictive Covenants of Crown Point Subdivision recorded October 17, 1986.

The covenants state in pertinent part:

> No use may be made by any owner, family member or invitee of lake systems of Raven's Run Subdivision which abut Lots 37E through 66E of Crown Pointe; this total prohibition of use shall specifically include boating, swimming and fishing. The portion of land between the rear lot lines of such lots and the water line of the Raven's Run lakes is owned by the Raven's Run Homeowners Association, Inc.

The covenants can only be enforced by the developer or lot owners of Crown Pointe. Paragraph 7 states:

> Enforcement shall be by proceedings at law or in equity by the Developer and/or any persons owning a lot shown on the hereinbefore mentioned Plat, either to restrain violation and/or to recover damages, in law or in equity.

Additionally, the covenants may be freely amended by the owners of the lots of Crown Pointe under paragraph 6 of the covenants.

Raven's Run additionally points to the tax maps of Charleston County. All of the extensive common areas of Raven's Run are within the tax map number relied on by Plaintiff including carports, dwellings, health clubs, sheds, hot tubs, tennis courts, pools and the like. Raven's Run pays property taxes for these common areas. The tax map document has a disclaimer that states:

> The layers contained in the map service are for information purposes only. The Charleston County makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The County explicitly disclaims all representations and warranties. The reader agrees to hold harmless the Charleston County for any cause of action and costs associated with any causes of action which may arise as a consequence of the County providing this information.

LAW

Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRCP; see also Tupper v. Dorchester County, 326 S.C. 318, 325, 487 S.E.2d 187, 191 (1997); Wells v. City of Lynchburg, 331 S.C. 296, 301, 501 S.E.2d 746, 749 (Ct.App.1998). Under Rule 56(c), SCRCP, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. Trivelas v. South Carolina Dep't of Transp.,348 S.C. 125, 130, 558 S.E.2d 271, 273 (Ct.App.2001). Once the party moving for summary judgment meets the initial burden of showing an absence of evidentiary support for the opponent's case, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. Rather, the nonmoving party must come forward with specific facts showing there is a

genuine issue for trial. Rule 56(c), SCRCP; SSI Med. Servs., Inc. v. Cox, 301 S.C. 493, 497, 392 S.E.2d 789, 792 (1990); Peterson v. W. Am. Ins. Co., 336 S.C. 89, 94, 518 S.E.2d 608, 610 (Ct.App.1999). "In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the nonmoving party." Strother v. Lexington County Recreation Comm'n, 332 S.C. 54, 61, 504 S.E.2d 117, 121 (1998). Defendants set forth evidence that showed Raven's Run did not own the disputed property. In order to prevail on their causes of action, Raven's Run must prove that they own the disputed property. Because they could not prove they owned the property with the documents they presented, summary judgment is appropriate. The deed and plat Raven's Run relies on do not show they own the disputed property.

RAC dedicated the lakes and green areas on Plat BK-2 recorded August 21, 1986 to Crown Pointe. This dedication predates the conveyance into the deed into Raven's Run relied on by Raven's Run. As between the private parties, this dedication is complete when made. See e.g. Outlaw v. Moise, 222 S.C. 24, 71 S.E.2d 509 (1952). This dedication effectively conveys the portion of Plat BK-2 that shows the 60 foot drainage easement on the lot lines to Crown Pointe. This land extends 20 feet onto the lot owners property and 40 feet into the lake. The dedication on a plat and the subsequent conveyance conveys to Crown Pointe as a non-exclusive easement.

Further, the deeds into Raven's Run, R163, page 34 and the referenced plat BL-57 do not attempt to convey any part of Crown Pointe. Crown Pointe, the disputed property and its bordering easement are neither described nor platted. Raven's Run is bound by that Plat. Germany v. Kelley, 96 S.E. 959 (S.C. 1918).

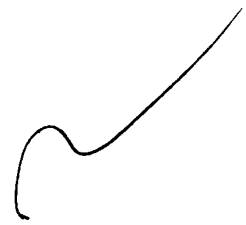
Additionally, the subsequent quit claim deeds of 2001 shows the intent of RAC to convey everything on the plat pages of BK-2 to Crown Pointe. This undoubtably includes the portion of the 60 foot easement that extends 40 feet into the lake. The language is clear and unmistakable. This intent is further confirmed by Plat BP 160-161, which follows BK-2.

Restrictive Covenants are strictly construed, with all doubts resolved in favor of the free use of property. Hardy v. Aiken, 369 S.C. 160, 631 S.E.2d. 539 (2006). Therefore, read as a whole, the Restrictive Covenants of Crown Pointe are insufficient to convey title to Raven's Run. As noted above, if they have not already done so, Crown Pointe can amend the Restrictive Covenants at any time. Furthermore, Raven's Run has no right to enforce the covenants. These covenants must be construed in favor of the lot owners of Crown Pointe's free use of the property from their lot line to the water and as set forth on Plat BK-2.

Therefore, I find that Raven's Run does not own all property up to the individual lot lines of the Crown Pointe owners. Raven's Run does not own the disputed property immediately to the east of the lots in question: the portion of land and water depicted as the 60 foot drainage easement that extends 20 feet onto the lot owners property and 40 feet into the lake. I find that Crown Pointe has ownership and a non-exclusive right to use this 40 foot wide area as depicted on Plat BK-2, and has a non-exclusive drainage easement of 20 feet.

WHEREFORE, it is ORDERED, ADJUDGED, AND DECREED that:

1. Plaintiff's causes of action are dismissed.
2. Raven's Run does not own the disputed property in this lawsuit.
3. Crown Pointe has ownership of the portion of land and water depicted as the 40 foot portion of the 60 foot drainage easement to the east of the lots in question. Crown



Pointe has ownership and a non-exclusive right to use this 40 foot wide area, and has a drainage easement on the 20 foot portion of the lots.

Honorable Mikell R. Scarborough, Master in Equity for Charleston County

Charleston, South Carolina

10/31, 2018.

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CASE NO. 2017-CP-10-00473
COUNTY OF CHARLESTON	)	
	)	
Raven's Run Homeowners Association, Inc.,	)	
	)	
	)	
Plaintiff,	)	**ORDER UPON MOTION FOR RECONSIDERATION**
	)	
vs.	)	
	)	
Crown Pointe Association, Inc., Lois K. Novak as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron; James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr., and Barbara Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland FranklinWooten, III, and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Springer a/k/a Shirly Deanna Springer; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr. and Terry W. Graves; Mary Elizabeth Gladdedn; Philip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr. and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully;	)	
Defendants.	)	

FILED
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JULIE J. ARMSTRONG
CLERK OF COURT

THIS MATTER CAME BEFORE THE COURT on January 8, 2019, for a hearing on the Plaintiff's Motion for Reconsideration filed pursuant to Rule 59(e) SCRCP.

Present at the hearing were G. Hamlin O'Kelley, III, Esq. for the Plaintiff Raven's Run

Homeowners Association, Inc., Harold A. Oberman, Esq. for the Defendant Katherine Kinlaw, Jeffrey T. Spell, Esq. for the Defendant Leila June Johnson, and Edward K. Pritchard, Jr., Esq. attorney for the Defendants James and Melissa Kubu representing the remaining Defendants. The Defendant Crown Pointe Association, Inc. was not present, having settled with the Plaintiff prior to the hearing and no longer being party to the action.

This Motion sought to have the Court reconsider its Order filed November 8, 2018 ("Order"), granting the remaining Defendants summary judgment on the issue as to ownership of certain real property on their individual lots in the Crown Pointe subdivision in Mount Pleasant, South Carolina, and the issue of ownership of the lakes between those lots and the Raven's Run subdivision. Plaintiffs' contend the Court failed to consider the 1985 deed and plat from RAC Enterprises to the Raven's Run Homeowner's Association.

The Court finds that the Plaintiff's Motion for Reconsideration in this matter was timely filed within ten (10) days of written receipt of this Court's Order. The parties submitted written memoranda to the Court regarding the Motion, and the Court conducted a hearing on January 8, 2019. For the reasons set forth herein, the Court partially grants Plaintiff's Motion to Reconsider.

I. The 1985 Deed, the 1987 Deed and the Crown Pointe Covenants and Restrictions

Plaintiff Raven's Run Homeowners Association's claim the Court failed to consider the full record of deeds, plats, and covenants which they contend prohibit Defendants' usage of the lakes and the property at issue between the lot line and the waterline of the lakes.

Plaintiff argues the 1985 conveyance from RAC Enterprises, Inc., the Raven's Run developer, to the Raven's Run Homeowner's Association, Inc. and the 1987 deed by the same parties (both presented to the Court at the Motion for Summary Judgment hearing on August 28, 2018) transferred "all bodies and water" to the Raven's Run H.O.A. (Plaintiff's Motion to

Reconsider p.2) These documents were considered by the Court again at the hearing on January 8, 2019.

a. The 1985 Deed

The deed recorded on December 11, 1985 at Book E150 at Page 875 ("1985 Deed")(F of Plaintiff's Exhibit 1 from Hearing August 17, 2018) referenced a plat dated November 20, 1985, recorded on December 3, 1985 in Book BG at pages 052, 053, 054 ("1985 Plat").

BG 052 shows Raven's Run Subdivision, the numbered lots thereon, the 60' easement, and the Lake. It also vaguely shows a shape of the property which later became Crown Pointe. The 1985 Deed into Raven's Run includes language conveying "[a]ll those certain pieces, parcels or strips of land, bodies of water…below described, all of which are shown on a certain plat [BG 52, 53, 54]" which includes "[a]ll lakes, fingers, coves and other bodies of water…" marked on the plat. Again, Crown Pointe is not shown on the 1985 Plat.

b. The 1987 Deed

Plaintiff's Motion also referenced the 1987 deed of the common areas between RAC Enterprises, Inc. and the Raven's Run Homeowner's Association, Inc. ("1987 Deed") (C of Plaintiff's Exhibit 1 from August 17, 2018) in Book R163 at Page 134, recorded April 1, 1987, using Plat BL 057 ("1987 Plat") (E of Plaintiff's Exhibit 1 from August 17, 2018), recorded December 5, 1986. This 1987 conveyance includes all lakes or bodies of water and grants an ingress-egress easement held in common with lot owners in Raven's Run for drainage purposes. These described parcels and water are shown on Plat BL 057. This plat also shows Raven's Run Subdivision, the numbered lots thereon, the 60' easement, and the Lake but again does not show any portion of Crown Pointe.

c. The Crown Pointe Covenants and Restrictions

The Covenants and Restrictions for Crown Pointe ("Covenants") (Section 5 of Plaintiff's Exhibit 1 from August 18, 2018) were recorded on October 17, 1986 in Book O158 at Page 414. Section 26 of the Covenants captioned "Lakes and Bodies of Water" stated the lakes are "solely for the purpose of drainage" and "no owner shall have access to or use of said bodies of water [including boating, swimming and fishing], except for view." Section 26 states further "No use may be made by any owner of lake systems… of Raven's Run Subdivision which abut Lots 37E through 66E of Crown Pointe" thereby prohibiting boating, swimming and fishing in those bodies of water by these Crown Pointe landowners.

Based on the language in the 1985 and 1987 deeds, the accompanying plats, and the Covenants, the Court finds the Lake, as labeled, is owned by Ravens Run. Crown Pointe residents are subject to the drainage easement on their lots. Crown Pointe residents cannot use the Lake for swimming, boating, and fishing but the Covenants do allow them to use the Lake for water views.

II. Title to The Irregular Strips of Land

The Court disagrees with the Plaintiff's assertion that the disputed strip of land behind the remaining Defendants' lots was conveyed to Raven's Run by the 1985 Deed. As to that strip of land, the Court's previous Order remains in full force and effect. The Court confirms its prior ruling that the land behind these Defendants' Lots, which was not conveyed by deed either to Crown Pointe Association or the three Defendants, and which is burdened by Crown Pointe's Restrictive Covenants, is burdened by the nonexclusive drainage easement which was dedicated to the public, and on that basis is owned by Crown Pointe. The language "along the southern right-of-way of Rifle Range Road two irregular strips of land situate to the east and west of the intersection of Omni Boulevard and Rifle Range Road" does not refer to the disputed strips of

land. Although the irregular shaped continuous parcel to the West of Omni Boulevard runs continuously south of Rifle Range Road until reaching the border of the Neighboring parcel (the Isle of Palms Connector) the Court has ruled that this parcel stops 238.44 feet West of Omni Boulevard. The Court has also ruled that the remainder of this irregular shaped parcel located on the Raven's Run side of the Crown Pointe subdivision home owners' rear lot lines is not owned by Raven's Run, and must, therefore, be owned by Crown Pointe.

Rather, referring to the 1985 Plat (BG 052), on the southern boundary of Rifle Range Road there are in fact two irregular strips: One on the east 294.46 feet in length and one on the west which extends to 238.44 feet in length, both strips run along Rifle Range Road. They are irregular in shape and do not extend further inland. The Court finds, at most, this is the land conveyed by Paragraph 4 of the 1985 Deed. Therefore, as to this disputed strip, the Court's ruling in its previous Order, relying on the dedication to the public on Plat BK-2, remains in effect and the remaining Defendants, Katherine Kinlaw, Leila June Johnson, and James and Melissa Kubu have fee simple title to their parcels of land all the way to the waterline.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED:

1. Raven's Run owns the Lake.

2. Defendants Katherine Kinlaw (Lot 45-E), Leila June Johnson (Lot 40-E), and James and Melissa Kubu (Lots 39-E) have fee simple title to the parcels of land they each own up the waterline of the Lake.

IT IS SO ORDERED.

July 9, 2019
Charleston, South Carolina

Honorable Mikell R. Scarborough
Master in Equity for Charleston County

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	))))	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CA NO. 2017-CP-10- 473
Raven's Run Homeowners Association, Inc., Plaintiff, vs. Crown Pointe Association, Inc.; Lois K. Novak, as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron; James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr. and Barbara A. Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Franklin Wooten, III and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Paul D. Rosenbeck and Katherine V. Rosenbeck; Shirley D. Spigner a/k/a Shirley Deanna Spigner; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr. and Terry W. Graves; Mary Elizabeth Gladden; Phillip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr. and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully, Defendants.	))	**COMPLAINT** (Temporary Restraining Order) (Temporary Injunction) (Permanent Injunction) (Declaratory Judgment) **(NON-JURY MATTER)** FILED 2017 JAN 31 PM 4:49 JULIE J. ARMSTRONG CLERK OF COURT BY _____

The Plaintiff, by its undersigned counsel, alleges and states as follows.

1. The Plaintiff, Raven's Run Homeowners Association, Inc. (hereinafter the "Plaintiff" or "Raven's Run") is a nonprofit corporation organized and existing under the laws of the State of South Carolina.

2. Raven's Run was formed to serve as the community association for the Raven's Run Subdivision located in Mt. Pleasant, Charleston County, South Carolina.

3. Raven's Run has the authority to enforce the Covenants and Restrictions of the Raven's Run Subdivision pursuant to Book O146, Page 571 recorded in the RMC Office for Charleston County, as amended in Book R157, Page 181, Book A319, Page 493, Book 0655, Page 493, Book B150, Page 544, Book S206, Page 663, Book R590, Page 782, Book M376, Page 557, Book G664, Page 651, and as further amended from time to time.

4. The Defendant, Crown Pointe Association, Inc. (hereinafter "Crown Pointe") is a nonprofit corporation organized and existing under the laws of the State of South Carolina.

5. Crown Pointe was formed to serve as the community association for the Crown Pointe Subdivision located in Mt. Pleasant, Charleston County, South Carolina.

6. Crown Pointe has the authority to enforce the Covenants and Restrictions of the Crown Pointe Subdivision pursuant to Book O158, Page 414 recorded in the RMC Office for Charleston County, as amended in Book O159, Page 492 and in Book J392, Page 700, and as further amended from time to time.

7. The Defendant, Lois K. Novak, as Trustee of the Lois K. Novak Trust dated 10/14/2013 is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 37E and more commonly identified as 2014 Saphire Court, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-102, pursuant to that deed recorded in Book 0372 at Page 690 in the RMC Office for Charleston County.

8. The Defendants, Laurie T. Herron and Mark D. Herron, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 38E and more commonly identified as 2013 Saphire Court, Mt. Pleasant, South Carolina 29466, TMS#

561-05-00-103, pursuant to that deed recorded in Book H168 at Page 245 in the RMC Office for Charleston County.

9. The Defendants, James B. Kubu and Melissa F. Kubu, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 39E and more commonly identified as 1514 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-104, pursuant to that deed recorded in Book 0298 at Page 749 in the RMC Office for Charleston County.

10. The Defendant, Leila June Johnson, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 40E and more commonly identified as 1510 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-105, pursuant to that deed recorded in Book P268 at Page 757 in the RMC Office for Charleston County.

11. The Defendants, Danny Ta and Anita McCauley, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 41E and more commonly identified as 1506 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-106, pursuant to that deed recorded in Book 0560 at Page 158 in the RMC Office for Charleston County.

12. The Defendants, Robert E. Luby, Jr. and Barbara A. Luby, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 42E and more commonly identified as 1502 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-107, pursuant to that deed recorded in Book 0186 at Page 393 in the RMC Office for Charleston County.

13. The Defendant, Joshua D. Coonce, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 43E and more commonly identified as 1498 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-107, pursuant to that deed recorded in Book 0343 at Page 098 in the RMC Office for Charleston County.

14. The Defendant, Lucius Roy Junevicus, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 44E and more commonly identified as 1494 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-109, pursuant to that deed recorded in Book 0284 at Page 110 in the RMC Office for Charleston County.

15. The Defendant, Katherine Kinlaw, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 45E and more commonly identified as 1490 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-110, pursuant to that deed recorded in Book 0503 at Page 870 in the RMC Office for Charleston County.

16. The Defendants, Thomas K. Kuyk and Melissa Ward, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 46E and more commonly identified as 1486 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-111, pursuant to that deed recorded in Book 0359 at Page 625 in the RMC Office for Charleston County.

17. The Defendants, Roland Franklin Wooten, III and Teresa Key Wooten, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 47E and more commonly identified as 1482 Diamond Boulevard, Mt. Pleasant, South

Carolina 29466, TMS# 561-05-00-112, pursuant to that deed recorded in Book F203 at Page 724 in the RMC Office for Charleston County.

18. The Defendant, Michael P. Horvath, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 48E and more commonly identified as 1478 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-113, pursuant to that deed recorded in Book O645 at Page 537 in the RMC Office for Charleston County.

19. The Defendants, Timothy E. Moylan and Karen G. Moylan, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 49E and more commonly identified as 1474 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-114, pursuant to that deed recorded in Book C170 at Page 110 in the RMC Office for Charleston County.

20. The Defendants, Carl A. Counasse and Maureen Counasse, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 50E and more commonly identified as 1470 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-115, pursuant to that deed recorded in Book 0204 at Page 959 in the RMC Office for Charleston County.

21. The Defendants, David A. Frielinghaus and Holly C. Frielinghaus, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 51E and more commonly identified as 1466 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-116, pursuant to that deed recorded in Book F483 at Page 660 in the RMC Office for Charleston County.

22. The Defendants, Paul D. Rosenbeck and Katherine V. Rosenbeck, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 52E and more commonly identified as 1462 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-117, pursuant to that deed recorded in Book 0602 at Page 339 in the RMC Office for Charleston County.

23. The Defendant, Shirley D. Spigner a/k/a Shirley Deanna Spigner, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 53E and more commonly identified as 1458 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-118, pursuant to that deed recorded in Book 0140 at Page 958 in the RMC Office for Charleston County.

24. The Defendant, Deirdre C. Knight, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 54E and more commonly identified as 1454 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-119, pursuant to that deed recorded in Book 0242 at Page 012 in the RMC Office for Charleston County.

25. The Defendant, Robert Shane Johnson, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 55E and more commonly identified as 1450 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-120, pursuant to that deed recorded in Book 0201 at Page 508 in the RMC Office for Charleston County.

26. The Defendant, Eric R. Sigman, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 56E and more commonly identified as

1446 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-121, pursuant to that deed recorded in Book 0393 at Page 712 in the RMC Office for Charleston County.

27. The Defendants, Lamar R. Graves, Jr. and Terry W. Graves, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 57E and more commonly identified as 1442 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-122, pursuant to that deed recorded in Book V315 at Page 880 in the RMC Office for Charleston County.

28. The Defendant, Mary Elizabeth Gladden, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 58E and more commonly identified as 1438 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-123, pursuant to that deed recorded in Book O445 at Page 455 in the RMC Office for Charleston County.

29. The Defendants, Phillip Wallace and Naomi Grad, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 59E and more commonly identified as 1434 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-124, pursuant to that deed recorded in Book R520 at Page 492 in the RMC Office for Charleston County.

30. The Defendants, Thomas Edwin Davis and Luis Miguel Gonzalez Melchor, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 60E and more commonly identified as 1430 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-125, pursuant to that deed recorded in Book 0587 at Page 716 in the RMC Office for Charleston County.

31. The Defendants, John R. Funkhouser and Jennifer L. Funkhouser, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 61E and more commonly identified as 1426 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-126, pursuant to that deed recorded in Book 0421 at Page 890 in the RMC Office for Charleston County.

32. The Defendants, Gregory S. Cooper and Jane B. Cooper, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 62E and more commonly identified as 1422 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-127, pursuant to that deed recorded in Book F169 at Page 419 in the RMC Office for Charleston County.

33. The Defendants, Frank C. Jones, Jr. and Elise Ubele Jones, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 63E and more commonly identified as 1418 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-128, pursuant to that deed recorded in Book W330 at Page 569 in the RMC Office for Charleston County.

34. The Defendants, William P. Topping and Kris B. Topping, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 64E and more commonly identified as 1414 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-129, pursuant to that deed recorded in Book M450 at Page 707 in the RMC Office for Charleston County.

35. The Defendant, LaRhonda S. Ptichko, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 65E and more commonly identified as 1410 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-

130, pursuant to that deed recorded in Book 0392 at Page 612 in the RMC Office for Charleston County.

36. The Defendants, Kenneth L. Tully and Anna J. Tully, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 66E and more commonly identified as 1406 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-131, pursuant to that deed recorded in Book N596 at Page 502 in the RMC Office for Charleston County.

37. The individual Defendants identified in the above-referenced Paragraphs 7 through 36 shall hereinafter collectively be referred to as the "Crown Pointe Owners".

38. Based on the foregoing, this Court has personal jurisdiction over the parties hereto and subject matter jurisdiction over the causes of action asserted herein. Furthermore, venue is proper in Charleston County.

39. The Covenants and Restrictions for Crown Pointe were executed on August 29, 1986 and recorded on October 17, 1986 in Book O158 at Page 414 in the RMC Office for Charleston County (hereinafter the "Crown Pointe CCR's"). A copy of the same is attached hereto as Exhibit "A" and incorporated herein by reference.

40. All of the real property located within the Crown Pointe Subdivision is subject to the Crown Pointe CCR's referenced herein.

41. At the time each of the Crown Pointe Owners purchased their respective real property, they received actual and/or constructive notice of the Crown Pointe CCR's attached to the property.

42. Section 26, Paragraph 3 of the Crown Pointe CCR's states that "No use may be made by any owner, family member, or invitee of lake systems of Raven's Run Subdivision which

abut Lots 37E through 66E of Crown Pointe; this total prohibition of use shall specifically include boating, swimming, and fishing. The portion of land between the rear lot lines of such lots and the water line of the Raven's Run lakes is owned by the Raven's Run Homeowners Association, Inc."

43. The provisions of Section 26, Paragraph 3 encompass Lots 37E through 66E of Crown Pointe Subdivision, of which the Crown Pointe Owners are the current owners of record of the same.

44. The Plaintiff is informed and believes that there is a real and justiciable controversy as to the location of the rear lot lines for the indicated Lots 37E through 66E of Crown Pointe Subdivision as they abut common areas owned by the Plaintiff.

45. The Plaintiff is informed and believes that the Board of Crown Pointe retained the services of a surveying company to verify the location of the rear lot lines for the subject lots.

46. The Plaintiff is informed and believes that Crown Pointe was unable to gain cooperation from some of the Crown Pointe Owners regarding access to complete the necessary survey for the rear lot lines.

47. The Plaintiff is informed and believes that specifically, the individual Defendants identified as James B. Kubu and Melissa F. Kubu (hereinafter "Kubu") (Lot 39E, 1514 Diamond Boulevard), Robert E. Luby, Jr. and Barbara A. Luby (hereinafter "Luby") (Lot 42E, 1502 Diamond Boulevard), and Leila June Johnson (hereinafter "Johnson") (Lot 40E, 1510 Diamond Boulevard), have refused to cooperate with Crown Pointe's request for a survey of the rear lot lines of their respective properties.

48. The Plaintiff is informed and believes that on October 22, 2015, there was an incident in which the property manager for the property owner of Lot 45E, 1490 Diamond Boulevard, Katherine Kinlaw, retained a tree cutting service to cut down trees on the property.

49. The Mt. Pleasant Police Department was contacted about this incident on October 22nd as there was a dispute about the location of the property line and the removal of the trees.

50. Pursuant to the incident report for the same, the responding officer indicated to Janice Skenes, the property manager for the property located at 1490 Diamond Boulevard, that there is an ongoing dispute regarding the property line.

51. The Plaintiff is informed and believes that on August 27, 2016, there was an incident in which the owner of 1866 Omni Boulevard, Joseph Robert Pettit (hereinafter "Pettit"), located within the Raven's Run Subdivision, contacted the police due to the removal of trees along the property line owned by Raven's Run directly across from Mr. Pettit's property.

52. Mr. Pettit's wife saw Mr. Luby (Lot 42E, 1502 Diamond Boulevard) cutting down a tree, and Mr. Pettit and his wife, Erica, yelled at Mr. Luby to stop cutting the trees down.

53. Mr. Luby refused to stop the tree removal.

54. Mr. Pettit contacted the Mt. Pleasant Police Department who sent out officers to respond to the incident, the details of which are outlined in an incident report dated August 27, 2016, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.

55. During the August 27th incident, the responding officers obtained the contact information for the President of Crown Pointe, Daniel Hause.

56. The responding officers spoke with Mr. Hause as to the ownership of the property from which the trees were being removed by Mr. Luby.

(a) The impacts of some of the Defendants' prohibited activities in direct violation of the Crown Pointe CCR's will last for an extended period of time and constitute an eyesore to the owners of property along the subject property line in the Raven's Run Subdivision; and

(b) The damage to the natural beauty of Raven's Run common area caused by some of the Defendants prohibited removal of vegetation and trees cannot be restored by the payment of monetary damages;

(c) Individual members of Raven's Run may not recognize the cumulative impact of these violations on the property values; and

(d) Property values in Raven's Run have been growing at a steady rate. While this growth may continue, property values may increase at a slower rate due to the prohibited activities outlined herein.

CLAIMS FOR RELIEF

FOR A FIRST CAUSE OF ACTION
(Temporary Restraining Order, Temporary and Permanent Injunction)
(As to the Defendants Crown Pointe Owners)

65. The Plaintiffs restate and reallege the allegations in paragraphs 1-64 above.

66. As set forth above, the Crown Pointe Owners all own lots along the property owned by Raven's Run.

67. As set forth above, Raven's Run has a duty to maintain its boundary.

68. As set forth above, the prior actions of some of the Crown Pointe Owners in removing trees and vegetation from property owned by Raven's Run is in direct violation of the Crown Pointe CCR's.

69. Despite repeated requests, the Defendants persist in refusing to seek a final determination on the boundary line, thereby risking the continued removal of vegetation and trees from property owned by Raven's Run.

B. For an Order of this Court requiring the Defendants, Crown Pointe Owners, comply with the Crown Pointe CCR's duly recorded in the RMC Office for Charleston County;

C. For an Order of this Court requiring the Defendant Crown Pointe enforce the Crown Pointe CCR's in respect to the Crown Pointe Owners;

D. Pursuant to the South Carolina Uniform Declaratory Judgments Act, S.C. Code Ann. §15-53-10, et seq., as well as Rule 57 of the South Carolina Rules of Civil Procedure, this Court should issue a Declaratory Judgment holding that the Plaintiff is entitled to maintain its boundary line and enforce the same and require that a survey be completed for the rear lot line of each respective lot along the disputed property line; and

E. Such other relief as the Court finds just and proper.

Charleston, South Carolina

January 23, 2017

MCGEE LAW FIRM, LLC

By:

Maria Kiehling Brees
S.C. Bar No. 76799
Justin M. McGee
S.C. Bar No. 79040
105 Wappoo Creek Drive, Suite 1-B
Charleston, SC 29412
Phone: (843) 724-7707
maria@mcgee-lawfirm.com
justin@mcgee-lawfirm.com

Exhibit "A"

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

RESTRICTIVE COVENANTS
CROWN POINTE

KNOW ALL MEN BY THESE PRESENTS that RAC ENTERPRISES, INC., P. O. Box 663, Mt. Pleasant, South Carolina 29464, hereinafter called "DEVELOPER", the owner of certain lands situate in Christ Church Parish, County of Charleston, State of South Carolina, as shown on the Plat by Clarence S. Matthews, R.L.S., entitled "CROWN POINTE, CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", hereinafter more fully referred to, for valuable consideration, does hereby declare that the lands described below shall be subject to the Restrictive Covenants and Conditions herein set forth below:

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the Restrictive Covenants set forth below:

KNOW ALL MEN BY THESE PRESENTS that the undersigned hereby covenants and agrees on behalf of itself and its successors and assigns with all persons and legal entities who shall hereinafter purchase any of the property known as Lots 1E through 79E, as shown on a plat entitled "CROWN POINTE SUBDIVISION, CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA", prepared by Clarence S. Matthews, R.L.S., dated July 17, 1986, and recorded in the RMC Office for Charleston County, South Carolina, in Plat Book BK at Pages 142, their heirs, successors and assigns, that said lots shall be subject to the following Restrictive Covenants.

1. RESIDENTIAL PURPOSES ONLY

No lot shall be used nor occupied for other than strictly residential purposes (except as specifically allowed herein), and no form of combined business and residential use shall be made of any building or lot, including the storage or parking, either temporarily or permanently, of any commercial equipment or vehicles on any lot or on any street adjacent to any lots.

2. SETBACKS

No portion of any building shall be located nearer than twenty-five (25) feet to any front street line or any street, (except on corner lots, 15' minimum to 1 street line only), nor nearer than eight (8) feet on one side lot line and five (5) feet on the other side line, nor nearer than twenty-five (25) feet to any rear lot line on such lots as have a twenty (20) foot rear easement and not nearer than five (5) feet on lots having no rear line easement, except that said front lot line restrictions shall not apply to overhangs, steps, patios, cornices, verandas, piazzas, portals, porches, entranceways and similar portions of residences. If any owner shall elect to use more than one lot for one residence, the boundary line formerly existing shall be regarded as non-existing for the purpose of determining the side setback of the structure. The setback and side-yard requirements of this section may be altered or waived in part or entirety so that a house may be located facing either street or the corner, upon written approval by the Developer.

3. REDIVISION OF LOTS

No lot shall be divided, rearranged, or altered so as to result in said lot having less frontage or less total square foot area than prior to said subdivision, rearrangement or alteration, but any lot may be divided among adjoining lots in any desired proportion; PROVIDED, such provision is approved by the Developer and said adjoining lots together with all portions of the lot so divided shall henceforth be deemed and treated as one lot respectively.

4. MINIMUM SQUARE FOOTAGE

No residence erected on Lots 1E through 36E and 67E through 79E shall have less than sixteen hundred (1600) square feet of living space, exclusive of open porches and garages. No residence erected on Lots 37E through 66E shall have less than eighteen hundred (1800) square feet of living space, exclusive of open porches and garages. An additional five percent (5%) reduction in the minimum square footage may be permitted by the Developer at its discretion.

5. EASEMENTS

Grantor reserves easements unto itself, its successors and assigns, for installation and maintenance of utilities and drainage facilities over the rear five (5) feet of each lot, and three (3) feet along each side lot line on said lots, in addition to any other easements shown on said Plat. Within these easements, no structure, planting, fences nor other materials shall be placed nor permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible. Developer reserves the right to assign this easement to a purchaser of land, an affiliated company, a utility company, or a governmental entity.

6. COVENANTS RUN WITH LAND

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date of this instrument after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of fifty-one percent (51%) of the number of lots shown on the above referred Plat has been recorded terminating these Covenants or any part thereof. PROVIDED, HOWEVER, that if a governmental authority or municipality having jurisdiction over the area enacts and enforces zoning, building codes or ordinances, these restrictions shall be subordinate to said building codes and ordinances and said authority or municipality shall from and after said time have full jurisdiction and authority to vary these restrictions or terminate them and exercise full dominion and control as if said restrictions had never been in effect.

7. ENFORCEMENT

Enforcement shall be by proceedings at law or in equity by the Developer and/or any persons owning a lot shown on the hereinbefore mentioned Plat, either to restrain violation and/or to recover damages, in law or in equity. The Plaintiff in such proceedings in law or in equity shall have the right to recover both reasonable attorney fees and court costs from the Defendant if the Defendant is found to be in violation of these restrictions. Violation of any of these Restrictions will not result in a forfeiture nor reversion.

8. INVALIDATION

Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

9. TEMPORARY MODULAR AND MOBILE STRUCTURE

No structure of a temporary character, trailer, basement, tent, shack, garage, dog pen, barn, nor other outbuilding erected on any of the above listed lots shall at any time be used for human habitation, temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. Trailers and shacks for storage of construction equipment and materials may be located on a lot temporarily during house construction. No person shall park and/or maintain on any lot any "Mobile Home", travel trailer, or residential trailer, or any other vehicle, apparatus, or structure used for residential purposes that shall be capable of moving or drawn on wheels along the highway, whether there shall or shall not be wheels under it when so used. No person shall park at or maintain on any lot a six wheel and/or three axle vehicle or larger. No boats and/or boat trailers shall be parked or kept in front of the front corners of any house on any lot in said subdivision.

10. ASSESSMENTS

By accepting title to and part of the consideration for sale of a said lot shown on the hereinbefore mentioned Plat, the owner and/or his heirs, successors and assigns agree to pay South Carolina Electric and Gas Company, or any successor electric utility company regulated by the South Carolina Public Service Commission, a monthly charge, plus applicable State of South Carolina Sales Tax, for operation and maintenance of a street lighting system, if same shall be requested.

11. NO SIGNS NOR SIGN BOARDS

Except as set forth herein, no signs nor sign boards of any description shall be displayed on any lot with the exception of those reading "For Sale" or "For Rent" or appropriate signs of any Realtor who may handle the property. However, in no event can any such sign exceed six (6) square feet in size.

12. EXTERIOR MATERIALS

All residences and outbuildings shall be of brick veneer, wood, stone, stuccoed masonry, solid vinyl, masonite, or factory finished aluminum. No other materials may be used upon the outside of any residences nor outbuilding unless upon specific written authority and approval of the use thereof by the Developer. All plans for residences and location upon said lots shall be approved in writing by the Developer. If not approved nor disapproved within fifteen (15) days from receipt, such plans shall be automatically acceptable. Plans and specifications to be submitted to the Developer are to be delivered in person or by certified mail. No exterior color changes shall be permitted for any home on any lot unless said color change shall have been submitted and approved by the Developer.

13. DAMAGED RESIDENCES OR OUTBUILDINGS

Should any residence or outbuilding be damaged by fire, explosion or Act of God, said residence and/or outbuilding shall be fully restored to its former appearance within six (6) months, or shall be torn down and all rubble and debris removed from the lot in like period. The Developer reserves the right to itself to enter upon said lot and take, at the owner's expense, the necessary action to correct such situation and cleaning of lots.

14. INDIVIDUAL SEWERAGE DISPOSAL SYSTEM

No individual well and/or sewerage disposal system shall be permitted on any lot, except wells, pumps and pipes placed solely on an owner's lot for the purpose of irrigation or other household use not involving human consumption.

15. LOT MAINTENANCE

Each lot owner shall at all times maintain his lot in a neat, clean, well-kept condition. Brush and grass shall be cut back sufficiently to maintain an attractive appearance. In the event that any lot is maintained in violation of the above requirements, the Developer reserves unto itself the right, after five (5) days written notice to the owner, to enter any lot for the purpose of correcting such condition, the cost of such correction to be at the expense of the lot owner. No live trees with a diameter of more than six (6) inches, measured at two (2) feet above ground level may be cut without permission of the Developer.

16. NUISANCES

No noxious nor offensive trade nor activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. The definition of noxious or offensive trade or activity shall include, but not be limited to, such activities as storing or selling used vehicles on or from residential lots, storing used and/or inoperable vehicles other than those vehicles proved to be in regular use by the lot owner, etc., maintaining any sort of open air storage or appliances such as stoves, refrigerators, etc.. A vehicle shall be considered stored and inoperable if it shall be unroadworthy for a period of time exceeding two weeks.

No animal, other than common household pets will be kept or maintained on any lot. Common household pets will be limited to two (2) and will not be kept, bred or maintained for consumption or commercial purposes. Houses, pens or cages will be built and maintained in a manner that will not detract from the neighborhood and shall be located behind the rear corner of a residence and at all times be kept clean and not pose a health hazard to the community. No dogs shall be allowed to run loose and when off the property of the owner must be on a leash. The Developer, at its option, reserves the right to reasonably alter the number of pets upon written application by a lot owner.

The Developer is bound by no representation touching nor affecting the property which is not expressly set forth herein, and nothing herein contained shall be held to impose any restriction, limitation, condition or easement upon any land in the Developer other than the specified lots which are laid out and shown on the Plat hereinabove described.

17. ERECTION AND TYPE OF FENCES

No fence shall be erected enclosing the front portion of any lot, and any fence on the rear portion of any lot shall not exceed six (6) feet in height. No fence shall be permitted on any lot unless previously submitted and approved by the Developer as herein provided. Removal of fences not approved by the Developer shall be at the expense of the owner of the lot erecting or permitting the erection of such unapproved fence. For purposes herein "the rear portion of any lot" shall be defined as that area commencing at the rear corners of any house and extending to the rear lot lines. If a fence shall be erected over an easement on any lot, it shall be at the risk and expense of the owner if said area shall be needed for easement purposes. (see Clause 5). No wire or metallic fencing, including chain link fencing, shall be approved or allowed to remain on any lot.

18. MAILBOXES AND STANDS

All mailboxes and stand must be of the general type approved by the Developer and shall be of substantially the same size, material and appearance.

19. FREE STANDING ANTENNA

No ham or C.B. radio antenna, satellite dish antenna, or other free standing antenna will be permitted upon a lot; only a normal T.V. antenna attached to the home causing no static, picture distortion or other interference to other homes' reception and shall be for the purpose of reception and not transmission.

20. DRIVEWAYS AND PARKING

At the time of house construction, each builder shall install an asphalt or concrete driveway from the edge of the street pavement to garage, carport or turning area for a minimum width of eight (8) feet. All parking of vehicles shall occur within an owner's lot and no on street parking shall be permitted on any street in the subdivision.

21. MODEL HOMES AND TEMPORARY OFFICES OF BUILDERS

A builder may maintain model homes, temporary sales office and/or temporary construction office within a residence built by such builder for re-sale or within a trailer or mobile office; PROVIDED that any such builder shall not keep a model home, temporary sales office or temporary construction office within the area after that builder has completed and sold other residences constructed by such builders within the subdivision; and, in any event, no such model home, temporary sales office nor temporary construction office shall remain in the same location for longer than three (3) years after completion without the express approval of the Developer.

22. SWIMMING POOLS

Swimming pools shall not be nearer than five (5) feet to any lot line (and must be located to the rear of the main dwelling) and shall not project with their coping more than two (2) feet above the established lot grade.

23. CLOTHES LINES

No permanent clothes line and/or clothes line poles shall be erected or maintained on any lot. Temporary, portable, professionally designed carousel lines may be utilized during drying only, the same shall be collapsed, removed from the ground or its foundation immediately after drying and shall be stored out of sight of any home; such temporary use shall occur only in the rear of any house as defined herein.

24. OUTBUILDINGS

Any homeowner desiring to locate any outbuildings on any lot covered by the Restrictive Covenants shall first submit the plans for same including scaled size, elevation, foundation, details for plumbing and/or wiring, if any, location scaled on plat and landscaping details prior to any construction or fabrication. All submissions shall be made to the Developer at the address provided in these Restrictions and all approvals or denials shall be provided in writing by the Developer; if the Developer shall neither approve nor deny approval within fifteen (15) days after receipt, as provided, such proposed outbuilding shall be deemed to have been approved as submitted.

25. COMPULSORY ASSOCIATION MEMBERSHIP

There shall be created an eleemosynary South Carolina Corporation chartered as the East Crossing/Crown Pointe Association, Inc. Every lot owner becomes a member of the Association by virtue of ownership. Every lot owner is required to remain a member of the Association so long as a lot, or an interest therein, is owned. The function of the Association shall be the collection of compulsory annual assessments, the same for each lot, as a vehicle to assure that Crown Pointe (and East Crossing Subdivision) shall be maintained in an attractive, sightly condition, the same relating to the green areas, bodies of water, entrance signs, lighting, etc. The Association shall be governed by its Directors (three in number). By virtue of ownership, each owner shall be compelled to pay such annual assessments as are established and each owner shall be entitled to one vote for each lot owned. Unpaid assessments shall be and shall remain a lien upon the land. The Association shall be governed by its ByLaws which shall be provided to a lot owner upon request. In the event a lot shall be owned by two or more persons or entities, only one vote may be cast and fractional voting shall not be allowed. In the event of a conflict between the ByLaws or any regulations of the Association and these Restrictive Covenants, these Covenants and Restrictions shall control.

26. LAKES AND BODIES OF WATER

The lakes, canals or other bodies of water in Crown Pointe Subdivision and/or adjacent to any residential lot are designed solely for the purpose of drainage. They must be kept open and have un-impeded flow at all times. Said bodies of water shall be owned by the East Crossing/Crown Point Association, Inc., a non-profit corporation charged with subdivision welfare.

No owner shall have access to or use of said bodies of water, except for view. Prohibitions shall specifically include fishing, boating and/or swimming. No owner shall, by pipe or other method, draw or remove water from said bodies of water for any purpose.

No use may be made by any owner, family member or invitee of lake systems of Raven's Run Subdivision which abut Lots 37E through 66E of Crown Pointe; this total prohibition of use shall specifically include boating, swimming and fishing. The portion of land between the rear lot lines of such lots and the water line of the Raven's Run lakes is owned by the Raven's Run Homeowners Association, Inc.

No owner shall discharge, in concentrated forms, any substance in said bodies of water. No owner shall allow any boats, toys, trash or debris of any type to be placed or remain in any bodies of water. [The deed to the East Crossing/Crown Pointe Association, Inc. shall contain provisions that shall restrict use of said bodies of water only to employees or agents of the Association, solely for the purpose of cleaning, repair or maintenance.

27. DURATION OF DEVELOPER'S RIGHTS

The Developer does hereby reserve unto itself the sole and exclusive right of contact, approval, etc. of all fences, outbuildings, location variances, etc. for a period of five (5) years from the date hereon or at such earlier date as the Developer shall construct and convey to ultimate purchasers all lots herein covered by these Restrictions.

28. DELIVERY OF PAPERS AND INSTRUMENTS

All papers and instruments required to be filed with or submitted to the Developer shall be delivered personally or sent by Certified Mail to RAC Enterprises, Inc., P. O. Box 663, 2183 Highway 17 North, Mt. Pleasant, South Carolina 29464.

WITNESS the Hand and Seal of the Developer signed by the appropriate Officer thereunto duly authorized, this 29th day of August, 1986.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Bobbie Jean C. Kelly

RAC ENTERPRISES, INC.

BY: Paul E. Pack
PAUL E. PACK

Its: President

[7]

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me, BOBBIE JEAN C. KELLY, who made oath that she saw the within named RAC Enterprises, Inc. by its President, Paul E. Pack, sign, seal, and as its act and deed, deliver the within written instrument, and she with BAXTER B. KELLY, III, witnessed the execution thereof.

Bobbie Jean C. Kelly

SWORN to before me this
29th day of AUGUST, 1986.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 2/15/90.

THIS DOCUMENT PREPARED BY:

BAXTER B. KELLY, III
ATTORNEY AT LAW
P. O. BOX 1341
940 HIGHWAY 17 BY-PASS
MT.PLEASANT, S. C. 29464

Thomas P. Kelly, III

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ROBERT N. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

Exhibit "B"

STATE OF SOUTH CAROLINA	) IN THE COURT OF COMMON PLEAS
	) NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)
	) CA NO. 2017-CP-10-473
Raven's Run Homeowners Association, Inc.,	)
	)
Plaintiff,	)
	) **AFFIDAVIT OF DANIEL HAUSE**
vs.	) (Temporary Restraining Order)
	) (Temporary Injunction)
Crown Pointe Association, Inc.; Lois K. Novak, as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron; James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr. and Barbara A. Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Franklin Wooten, III and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Spigner a/k/a Shirley Deanna Spigner; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr. and Terry W. Graves; Mary Elizabeth Gladden; Phillip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr. and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully,	) (Permanent Injunction)) (Declaratory Judgment))) **(NON-JURY MATTER)**
Defendants.	)

FILED
2017 JAN 31 PM 4:49
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Personally appeared before me, Daniel Hause, and stated the following:

1. My name is Daniel Hause.
2. I am a resident of Raven's Run Subdivision located in Mt. Pleasant, South Carolina.
3. I served as the President of the Raven's Run

Homeowners Association (hereinafter "Raven's Run") for the 2016 calendar year.

4. As President of Raven's Run I was tasked with the enforcement of the Covenants of Raven's Run as well as protecting the rights of the Association and the homeowners of Raven's Run Subdivision in conjunction with those rights.
5. I remain on the Board for the 2017 calendar year, although I am no longer the President.
6. Through my continued service on the Board, I remain fully active along with the other Raven's Run residents and the Crowne Pointe Association attempting to help resolve the issues presented in this lawsuit.
7. One of the issues arising during my past and present tenure on the Board of the Association is the protection of the Raven's Run land that abuts Crown Pointe Subdivision.
8. To the best of my knowledge, Crown Pointe Subdivision is governed by Covenants and Restrictions recorded in Book O158, Page 414 in the RMC Office for Charleston County, as amended in Book O159, Page 492 and in Book J392, Page 700.
9. The Crown Pointe Covenants and Restrictions Section 26, Paragraph 3 of the Crown Pointe CCR's states that "No use may be made by any owner, family member, or invitee of lake systems of Raven's Run Subdivision which abut Lots 37E through 66E of Crown Pointe; this total prohibition of use shall specifically include boating, swimming, and fishing. The portion of land between the rear lot lines of such lots and the water line of the Raven's Run lakes is owned by the Raven's Run Homeowners Association, Inc."
10. I am of the information and belief that some residents of Crown Pointe Subdivision have and continue to violate this portion of the Covenants and Restrictions by encroaching in to land owned by Raven's Run.
11. Specifically, existing trees and other greenery have

been trimmed and/or removed from the rear lot line along portions of the property owned by Raven's Run.

12. I personally witnessed the cutting of greenery along the Raven's Run property line abutting the rear lot line of Lot 39E, Crown Pointe Subdivision (more commonly known as 1514 Diamond Boulevard) owned by James B. Kubu and Melissa F. Kubu and along the rear lot line of Lot 42E (more commonly known as 1502 Diamond Boulevard) owned by Robert E. Luby, Jr. and Barbara A. Luby.
13. I also observed the aftermath of greenery cutting along the Raven's Run property line abutting the rear lot line of Lot 40E, Crown Pointe Subdivision (more commonly known as 1510 Diamond Boulevard) owned by Leila June Johnson and along the rear lot line of Lot 45E, Crown Pointe Subdivision (more commonly known as 1490 Diamond Boulevard) owned by Katherine Kinlaw.
14. The removal and/or trimming of trees and other greenery along the Raven's Run property line significantly impacted the view from the rear of homes in Raven's Run Subdivision looking towards Crown Pointe.
15. The removal and/or trimming of trees and other greenery in these areas eliminated the natural buffer on land owned by Raven's Run **only**. (emphasis added)
16. In an effort to ensure that maintenance of this land is in accordance with the proper boundaries, I, on behalf of Raven's Run communicated with the President of the Crown Pointe Homeowner's Association.
17. In my prior position as President of Raven's Run, and in my continued tenure on the Board of Raven's Run, I, along with my fellow Board members, am tasked with protecting the rights of the Association and the homeowners along the Raven's Run property line that abuts Crown Pointe Subdivision.

18. It is my opinion and belief that all of the homeowners in Crown Pointe Subdivision along the property line in question, Lots 37E through 66E, shall be required by this Court to have the rear lot line of their respective property surveyed to ensure that the location of the property in question is documented properly.
19. The surveys of each lot shall serve to benefit both the Raven's Run Association and the Crown Pointe Association by resolving an ongoing conflict over the subject property.
20. Further, it is my opinion and belief that the Raven's Run Association has been damaged by the removal of trees and other greenery located within land owned by the Association, and upon this Court determining the parties responsible for the same, said amounts for damage shall be proven at trial.

Further the Affiant sayeth not.

Daniel Hause

Daniel Hause

Acknowledged before me this 19 day of January, 2017.

(Seal)

Notary Public for South Carolina
My Commission Expires: 02-04-2026

WILLIAM STONE
COM. EXP.
NOTARY
PUBLIC
02-04-2026
SOUTH CAROLINA

4

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	))))	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CA NO. 2017-CP-10-473
Raven's Run Homeowners Association, Inc., Plaintiff, vs. Crown Pointe Association, Inc.; Lois K. Novak, as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron; James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr. and Barbara A. Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Franklin Wooten, III and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Spigner a/k/a Shirley Deanna Spigner; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr. and Terry W. Graves; Mary Elizabeth Gladden; Phillip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr. and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully, Defendants.	)	**AFFIDAVIT OF JONATHAN GUERRA IN SUPPORT OF THE PLAINTIFF'S MOTION FOR TEMPORARY AND PERMANENT INJUNCTION AND RESTRAINING ORDER**

FILED
2017 FEB 22 PM 3:45
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Personally appeared before me, Jonathan Guerra, and stated the following:

1. My name is Jonathan Guerra.
2. I am a resident of Raven's Run Subdivision located in Mt. Pleasant, South Carolina.
3. I currently serve on the Board of Raven's Run.

4. I am the Raven's Run Board Member in charge of grounds and maintenance.
5. I own the property located at 1856 Omni Boulevard, Raven's Run Subdivision, Mt. Pleasant, Charleston County, South Carolina, 29466, TMS# 561-01-00-015.
6. I, along with my wife and children, reside within plainview of Mr. Kubu's property.
7. Mr. Pettit reported to me that Mr. Kubu removed survey flags placed on Raven's Run Property by Seabook's Surveying, and that he witnessed Mr. Kubu toss those survey flags in to his (Mr. Pettit's) backyard.
8. I, along with Mr. Pettit, took the survey flags back across the waterway of Raven's Run Pond and returned the survey flags back in their original locations, which is directly behind Mr. Kubu's property line.
9. When Mr. Kubu saw Mr. Pettit and I out on the Raven's Run Property, he came outside and started to threaten Mr. Pettit and myself.
10. Mr. Kubu stated in an aggressive and hostile tone that he knew where we worked, he knew where our wives worked, and where our children attended school.
11. Mr. Pettit and I took Mr. Kubu's comments seriously.
12. Mr. Kubu's son is in the same classroom as my son.
13. My wife, Melissa Johnson, contacted my son's teacher in writing as well as his after-school care provider to ensure that our son would not be left under any circumstances with either Mr. or Mrs. Kubu should they happen to be in the classroom or during pick-up from after-school care.
14. During the following week, I saw Mr. Kubu put his canoe into the Raven's Run Pond.
15. I witnessed Mr. Kubu bring a fishing pole in to his canoe, and he began fishing.

16. I was inside my house initially, and I went outside to take photographic evidence of Mr. Kubu's trespass on to Raven's Run Property.

17. I also contacted Mr. Daniel Hause and Mr. Pettit of Mr. Kubu's presence in our neighborhood at this time.

18. Mr. Hause and Mr. Pettit came to my backyard and witnessed Mr. Kubu moving along in his canoe in the Raven's Run Pond.

19. Mr. Kubu had been at the corner of the waterway, and I was sitting in a chair in my yard relatively close to the water.

20. Mr. Kubu came within an estimated three (3') feet of the shoreline (which is my property line), all while already trespassing onto Raven's Run Property.

21. Mr. Kubu's actions were an attempt to antagonize me directly.

22. Mr. Kubu stated that there was "nothing that we could do about his presence there".

23. Mr. Kubu further stated that he "believed the waterways were not Raven's Run Property, and that he had a right to use them and fish in them".

24. I am of the opinion and belief that Mr. Kubu's actions against the physical property owned by Raven's Run, as well as his physical and verbal actions against my family and me directly provide sufficient factual validation to this Court of Raven's Run request for a Temporary and/or Permanent Injunction and Restraining Order.

Further the Affiant sayeth not.

Jonathan Guerra

Acknowledged before me this 20th day of February, 2017.

(Seal)

Notary Public for South Carolina
My Commission Expires:

MARIA KIEHLING BREES
Notary Public-State of South Carolina
My Commission Expires
January 15, 2025

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	))))	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CA NO. 2017-CP-10-473
Raven's Run Homeowners Association, Inc., Plaintiff, vs. Crown Pointe Association, Inc.; Lois K. Novak, as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron; James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr. and Barbara A. Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Franklin Wooten, III and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Spigner a/k/a Shirley Deanna Spigner; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr. and Terry W. Graves; Mary Elizabeth Gladden; Phillip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr. and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully, Defendants.	)	**AFFIDAVIT OF JOSEPH R. PETTIT, JR. IN SUPPORT OF THE PLAINTIFF'S MOTION FOR TEMPORARY AND PERMANENT INJUNCTION AND RESTRAINING ORDER**

FILED
2017 FEB 22 PM 3:44
JULIE J. ARMSTRONG
CLERK OF COURT
BY

Personally appeared before me, Joseph R. Pettit, Jr., and stated the following:

1. My name is Joseph R. Pettit, Jr.

2. I am a resident of Raven's Run Subdivision located in Mt. Pleasant, South Carolina.

3. I own the property located at 1866 Omni Boulevard, Raven's Run Subdivision, Mt. Pleasant, Charleston County, South Carolina, 29466, TMS# 561-01-00-014.
4. I, along with my wife and children, reside directly across from one of the named Defendants in this lawsuit, James Kubu.
5. I personally witnessed Mr. Kubu, at 3:40 p.m. on January 31, 2017, remove the survey markers from the Raven's Run Property line.
6. I personally witnessed Mr. Kubu paddle across the Raven's Run Pond and throw the pulled-up survey markers in to my own backyard.
7. I, along with my neighbor, John Guerra, returned the middle survey marker back to its original position on the Raven's Run Property line, in an attempt to preserve the surveyed area.
8. As soon as I left the Raven's Run Property to return to my own backyard, Mr. Kubu came out and ripped the survey marker out again, throwing it down the embankment.
9. Mr. Kubu also shouted at me, "I know where you work! I know where you live! I know where your family is! That's right!".
10. I immediately called the Mount Pleasant Police Department regarding Mr. Kubu's actions and verbal threats against me and my family.
11. My recount of the January 31st incident is further outlined in the incident report from the Mount Pleasant Police Department attached hereto as Exhibit "A" and incorporated herein by reference.
12. I am of the opinion and belief that Mr. Kubu's actions against the physical property owned by Raven's Run, as well as his physical and verbal actions against my family and

me directly provide sufficient factual validation to this Court of Raven's Run request for a Temporary and/or Permanent Injunction and Restraining Order.

Further the Affiant sayeth not.

Joseph R. Pettit, Jr.

Acknowledged before me this 20th day of February, 2017.

(Seal)
Notary Public for South Carolina
My Commission Expires:

MARIA KIEHLING BREES
Notary Public-State of South Carolina
My Commission Expires
January 15, 2025

EXHIBIT "A"

Mount Pleasant Police Department
SC0100300

INCIDENT REPORT

INFORMATION ONLY ☐

CASE NUMBER 2017-0001062

NCIC INQ. No | ENTD. No

EVENT

	INCIDENT TYPE	COMPLETED	FORCED ENTRY	PREMISE TYPE	UNITS ENTERED
1.	DISTURBANCE	☑YES ☐NO	☐YES ☑NO	RESIDENCE/HOME	
2.		☐YES ☐NO	☐YES ☐NO		
3.		☐YES ☐NO	☐YES ☐NO		

TYPE VICTIM: ☐ Individual ☐ Business ☐ Financial Inst. ☐ Government ☐ Relig. Orgn. ☐ Soc./Public ☐ Other ☐ Unknown ☐ Police Off.

INCIDENT LOCATION (SUBDIVISION, APARTMENT AND NUMBER, STREET NAME AND NUMBER): 1866 OMNI BLVD , MOUNT PLEASANT, SC | ZIP CODE: 29464- | WEAPON TYPE:

INCIDENT DATE	24 HR. CLOCK	TO	DATE	24 HR. CLOCK	DISPATCH DATE/TIME 24 HR. CLOCK: DISP. DATE	DISP. TIME	TIME ARRIVED	DEPART. TIME	LOCATION NO.
01/31/2017	14:58		01/31/2017	15:43	01/31/2017	15:02	15:20	15:46	

VICTIM(S)

COMPLAINANT'S NAME (LAST, FIRST, MIDDLE)	RELATIONSHIP TO SUBJECT #1	#2	#3	RESIDENT	RACE	SEX	AGE	ETH	DAYTIME PHONE	EVENING PHONE
Pettit, Joseph, R, Jr				J	W	M	[redacted] /	N	☑H [redacted] ☐B	☐H ☐B

ADDRESS	CITY	STATE	ZIP CODE	LOCATION NO.
1866 OMNI BLVD	MOUNT PLEASANT	SC	29466-0000	

VICTIM'S NAME (LAST, FIRST, MIDDLE)	RELATIONSHIP TO SUBJECT #1	#2	#3	RESIDENT	RACE	SEX	AGE	ETH	DAYTIME PHONE	EVENING PHONE
							/		☐H ☐B	☐H ☐B

HEIGHT	WEIGHT	HAIR	EYES	FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC.

ADDRESS	CITY	STATE	ZIP CODE	LOCATION NO.

VISIBLE INJURY (VICT.1) ☐ YES NO ☐ EXPLAIN- | COMPLAINT OF ANY NON-VISIBLE INJURIES ☐ YES NO ☐

VICTIM (NO.1) USING: ALCOHOL ☐ YES NO ☐ UNK. ☐ DRUGS: ☐ YES NO ☐ UNK. ☐ TYPE:

TWO-MAN VEH. ☐ ONE-MAN VEH. ☐ DETECTIVE/SPLASMT. ☐ OTHER ☐ | ALONE ☐ ASSISTED ☐ | *J-This Jurisdiction. S-State. O-Out of State. U-Unknown.

SUSPECT(S)

	NAME (LAST, FIRST, MIDDLE)	RACE	SEX	AGE	ETH.	DATE OF BIRTH	HEIGHT	WEIGHT	HAIR	EYES
☑ SUSPECT	KUBU, JAMES, BRIAN	W	M	[redacted] /	N	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
☐ RUNAWAY										
☐ WANTED										
☐ WARRANT										
☐ ARREST										
☐ JAIL										
☐ SUMMONS										

FACIAL HAIR, SCARS, TATTOOS, GLASSES, CLOTHING, PHYSICAL PECULIARITIES, ETC. | RELATED OFFENSE(S): 508 | DAYTIME PHONE: ☑H [redacted] ☐B | EVENING PHONE: ☑H [redacted] ☐B

ADDRESS	CITY	STATE	ZIP CODE	LOCATION NO.
1514 DIAMOND BLVD.	MOUNT PLEASANT	SC	29466	

SUBJECT (NO.1) USING: ALCOHOL ☐ YES NO ☑ UNK. ☐ | DRUGS: ☐ YES NO ☑ UNK ☐ TYPE: | ARRESTED NEAR OFFENSE SCENE ☐ YES NO ☐ | TOTAL # ARRESTED | DATE/TIME OF OFFENSE: 1/31/2017 2:58:00 PM | DATE/TIME OF ARREST:

DAY OF THE WEEK: S M T W T F S UNK — T

HOW REPORTED: C

A= OFFICER DISPATCHED ON CALL; B= REPORT TAKEN BY PHONE; C= COMPLAINANT WALKED IN; D= COMPLAINT WRITTEN IN; E= OFFICER INITIATED; F= OTHER

DIFF. FACTOR | A= RESISTANCE/HOSTILITY; B= WEAPONS; C= UNFOUNDED CALLS; D= MENTAL SUBJECT; E= COMPLAINANT FREQUENTLY INTOXICATED; F= DOMESTIC; N= NORMAL

NARRATIVE

DISTURBANCE

(Unit 498) In Car Camera not activated / Body Camera Activated
(Ace Area 5) 1866 Omni Boulevard
Disturbance

On January 31, 2017 I (Ofc Shaw) responded to 1866 Omni Blvd. in reference to a disturbance regarding a property dispute. Upon arriving on scene I met with Joseph Pettit (complainant) who stated that his neighbor, James Kubu, made threats towards him and his family on January 31, 2017 and took the survey stakes marking his property line out of the ground and threw them. Mr. Pettit stated that he was aware of the property disagreement being a civil issue and that he was in the process of taking legal action against Mr. Kubu.

PROPERTY

		JURISDICTION OF THEFT LAW ENFORCEMENT AGENCY	JURISDICTION OF RECOVERY LAW ENFORCEMENT AGENCY				
TYPE (GROUP)							TOTAL VALUE
STOLEN							
DAMAGED							
BURNED							
RECOVERED							
SEIZED							

SUBJECT IDENTIFIED ☑ YES NO ☐ | SUBJECT LOCATED ☑ YES NO ☐ | S. F. ☐ | ☐ ACTIVE ☑ ADM. CLOSED ☐ UNFOUNDED | ☐ ARRESTED UNDER 18 ☐ ARRESTED 18 AND OVER | ☐ EX-CLEAR UNDER 18 ☐ EX-CLEAR 18 AND OVER

REASON FOR EXCEPTIONAL CLEARANCE: 1. ☐ OFFENDER DEATH 2. ☐ NO PROSECUTION PROSECUTION 3. ☐ EXTRADITION DENIED DENIED 4. ☐ VICTIM DECLINES COOPERATION 5. ☐ JUVENILE-NO CUSTODY

ADMINISTRATIVE

REPORTING OFFICER(S)	DATE	UNIT NUMBER	APPROVING OFFICER	DATE	UNIT NUMBER
SHAW, KAYLA MARIE	1/31/2017 3:00:00 PM	1608	Ballenger, Ben		2623
			FOLLOW-UP INVESTIGATION ☐ YES NO ☑	OFFICER	

ADDITIONAL NARRATIVE

Agency Name:	ORI #:	Report Date/Time:		OCA #:
Mount Pleasant Police Department	SC0100300	01/31/2017	14:58	2017-0001062

supplemenal written by CSO Major

Ace Area 5 RAVEN'S RUN
CAR # 603 IN CAR CAMERA NOT ACTIVATED
BODY CAMERA ACTIVATED
On, 02/01/2017 at approximately 08:43 hours, FTO Strode and I (CSO Major) was dispatched to, 1866 Omni Blvd in regards to a supplement report about an incident that occurred on 01/31/2017. Upon my arrival, I met with Mr. Hause who advised me of the situation. Mr. Hause stated that he now has pictures showing Mr. Kubu removing the posts from the property line and pictures of him being in his canoe in the waterway. Mr. Hause stated that one of his neighbors reported the night prior that Mr. Kubu had threatened them. All this information was documented on the incident date.
Mr. Hause stated that he wanted to pursue charges for the posts being removed and trespassing. I advised him that because it was an active civil case, I could not make any charges at this time as explained to him prior. Mr. Hause was reminded that the civil issue is arguing the property line and that Mr. Kubu could believe the posts to be on his property. Mr. Hause stated that he believed that the charges could be made because the surveying cost him $3,300.00 and he believes that the post being removed ruins the survey which he believes to be on Raven's Run HOA property. I called Sgt. Whitlock who referred me to speak with the town solicitor, Mr. Ira Grossman. Mr. Grossman confirmed that the issue needed to be held until the civil case was completed and advised Mr. Hause that he would be looking into the case more.
Mr. Hause advised that he was concerned about the safety of his neighbors as he believes Mr. Kubu could become violent as the civil case progresses. I advised Mr. Hause that I would speak to Mr. Kubu about keeping it civil. Mr. Hause advised that he would check with the surveying company to see if the post being removed ruins that survey or not.
I then spoke with Mr. Kubu and advised him that he needs to leave the situation in the civil courts and to refrain from any criminal activity. I also advised him to try and avoid his neighbors across the waterway to prevent any further incidents. Nothing further to report at this time.

ADDITIONAL NARRATIVE

Agency Name:	ORI #:	Report Date/Time:		OCA #:
Mount Pleasant Police Department	SC0100300	01/31/2017	14:58	2017-0001062

DISTURBANCE

Mr. Pettit stated he and Mr. Kubu have had multiple disagreements about their property lines in the past. Mr. Pettit stated Mr. Kubu said to him on 01/31/2107 at approximately 1540 hours "What are you going to do throw a hat at me?" and "I know who you are, where you work and where your family is." No specific threats of physical harm were made.

Mr. Pettit gave me photographs which were taken by his neighbor, John Gurerra depicting Mr. Kubu removing the survey stakes from the ground and throwing them. Mr. Gurerra stated that he heard Mr. Kubu making threats towards Mr. Pettit in the afternoon hours of 01/30/2017.

Mr. Pettit stated that Raven's Run Homeowner's Association had the surveying service conducted because of the ongoing dispute. The stakes were not damaged.

I then met with Mr. Kubu at his residence located at 1514 Diamond Blvd., Mount Pleasant, SC 29466. Mr. Kubu stated that he removed the survey stakes from the ground and threw them because he believed that the surveyors had to have come on his property to place them there. Mr. Kubu stated that he was frustrated with the ongoing dispute and was upset because Mr. Pettit was constantly calling the police on him. Mr. Kubu denied making any threats towards Mr. Pettit.

Both parties agreed to remain off of the other's property and were advised to avoid contact with each other while the property dispute was being handled in court. I provided both Mr. Kubu and Mr. Pettit with this case number. The photographs and other documentation given to me by Mr. Pettit will be placed into evidence. Nothing further to report at this time.

FILED
2017 MAR -6 AM 11:17
JULIE J. ARMSTRONG
CLERK OF COURT
BY

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON **IN THE DISTRICT COURT PLEAS**

NINTH JUDICIAL CIRCUIT

FILE NO: 2017-CP-10-473

PETITIONER:	)	
Raven's Run Homeowners Association, Inc.,	)	**ANSWER to Complaint**
Vs.	)	
DEFENDANTS:	)	
James B. Kubu and Melissa F. Kubu	)	

Come Now Defendants James B. Kubu and Melissa F. Kubu, in answering the allegations of the complaint on file herein affirms, denies and alleges as follows:

Answering the allegations of Paragraph 1-6 of the Complaint herein, Defendants affirm all facts.

Answering the allegations of Paragraph 7-8 of the Complaint herein, Defendants lack enough information to respond.

Answering the allegations of Paragraph 9 of the Complaint herein, Defendants affirm all facts.

Answering allegations of Paragraph 10-36 of the Complaint herein, Defendants lack enough information to respond.

Answering allegations of Paragraph 37-46 of the Complaint herein, defendants lack enough information to respond.

Answering the allegations of Paragraph 47 of the Complaint herein, Defendants deny all.

Answering the allegations of Paragraph 48-57 of the Complaint Herein, Defendants lack enough information to respond.

Answering the allegations of Paragraph 58 of the Complaint herein, Defendants deny.

Answering the allegations of Paragraph 59-64 of the Complaint herein, the defendants deny.

Answering the CLAIMS FOR RELIEF Paragraphs 65-74 of the Complaint herein, the Defendants deny all.

Answering the SECOND CAUSE OF ACTION Paragraphs 75-81 of the Complaint herein, The Defendants deny all.

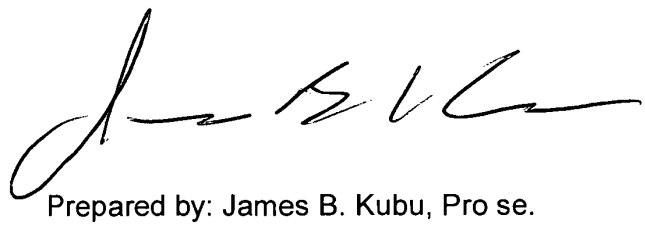
The Defendants now bring forth the following Affirmative Defenses:

Defense 1- Failure to State a Claim

Defendants answering the Complaint hereon, alleges that all allegations and counts brought forth therein fails to state a claim for which relief can be granted.

WHEREFORE, Defendants pray that the Plaintiff take nothing and the Defendant have judgement against the Plaintiff and recover the costs of the suite herein and such other relief the court may deem proper.

Dated: March 06, 2017



Prepared by: James B. Kubu, Pro se.

1514 Diamond Boulevard

Mount Pleasant, SC 29466

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	CASE #: 2017-CP-10-473
RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.,)	
Plaintiff,)	
v.)	**ANSWER OF THE DEFENDANT LEILA JUNE JOHNSON** AND COUNTERCLAIM
CROWN POINTE ASSOCIATION, INC.; ET AL.,)	
Defendants.)	

FILED
2017 MAR -7 PM 1:58
JULIE J. ARMSTRONG
CLERK OF COURT
BY

The Defendant, Leila June Johnson, by and through undersigned counsel Answers the Complaint of the Plaintiff as follows:

1. This Defendant denies each and every allegation contained in the Complaint unless specifically admitted herein and demands strict proof thereof.
2. This Defendant lacks sufficient information to admit or deny the allegations contained in paragraphs 1 thru 9 of the Complaint and therefore denies same and demands strict proof thereof.
3. This Defendant admits the allegations contained in paragraph 10 of the Complaint.
4. This Defendant lacks sufficient information to admit or deny the allegations contained in paragraphs 11 thru 36 of the Complaint and therefore denies same and demands strict proof thereof.
5. This Defendant admits the allegations contained in paragraph 37 thru 43 of the Complaint.
6. This Defendant denies the allegations in paragraph 44 and demands strict proof thereof.

7. This Defendant lacks sufficient information to admit or deny the allegations contained in paragraphs 45 thru 64 of the Complaint and therefore denies same and demands strict proof thereof.
8. Regarding the allegations contained in paragraph 65, to the extent a response is necessary, this Defendant would refer to her responses set forth above.
9. This Defendant admits the allegations contained in paragraph 66.
10. This Defendant denies the allegations in paragraph 67 and demands strict proof thereof.
11. Regarding the allegations contained in paragraph 68 thru 74, this Defendant would allege that the Plaintiff has no standing to bring an Action to enforce the Crown Pointe CCR's as the Plaintiff is not a member of the Crown Pointe Association, Inc.. This Defendant otherwise denies the allegations contained in 68 thru 74 and demands strict proof thereof.
12. Regarding the allegations contained in paragraph 75, to the extent a response is necessary, this Defendant would refer to her responses set forth above.
13. This Defendant denies the allegations in paragraph 76 thru 81 and demands strict proof thereof.

AND AS A DEFENSE
RULE 12(b)(6)

14. The Plaintiff has failed to state facts sufficient to constitute a cause of action.

AND AS A COUNTERCLAIM
ABUSE OF PROCESS

15. This Defendant re-alleges the preceding paragraphs as if restated here in verbatim.
16. The Plaintiff has brought this Action for an ulterior purpose in an effort to intimidate and harass the Defendants and to force the Defendants to participate in frivolous litigation.

17. While the Plaintiff's ulterior motives are not completely known to this Defendant, it appears the Plaintiff is attempting to intimidate and frighten the Defendants in an effort to control the manner in which the Defendants exercise and perform lawn care and maintenance.

18. The Plaintiff's willful action in bringing this litigation is not proper in the regular conduct of these proceedings.

19. As a result of the Plaintiff's abuse of process, this Defendant ~~have~~ has been injured in that ~~they~~ She ~~have~~ has been forced to hire legal counsel to defend this wrongful action.

20. Because the Plaintiff's actions are willful, wanton or in reckless disregard of the Defendants' rights, this Defendant should be awarded punitive damages against the Plaintiff.

WHEREFORE, having Answered the Complaint of the Plaintiff this Defendant prays unto this Honorable Court for an Order dismissing the Plaintiff's action against this Defendant with prejudice; and

WHEREFORE, having set forth a counterclaim against the Plaintiff, this Defendant prays this Honorable Court look into the matters alleged and award this Defendant actual damages, punitive damages, and attorney fees, if appropriate, together with the costs of defending this action and bringing this counterclaim and for any other or further award as deemed appropriate by this Honorable Court.

March 7, 2017
Date

Jeffrey T. Spell
Attorney at Law
1721 Ashley River Road
Charleston, South Carolina 29407
(843) 452-3553

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-0473
RAVEN RUN HOMEOWNERS ASSOCIATION, INC.,	)	
Plaintiff,	)	
vs.	)	**ANSWER OF DEFENDANT KATHERINE KINLAW**
CROWN POINTE ASSOCIATION, INC., ET AL.,	)	
Defendants.	)	

FILED
2017 MAR 16 PM 3:51
JULIE J. ARMSTRONG
CLERK OF COURT

Answering the Complaint of the Plaintiff, Defendant Katherine Kinlaw, would state that:

1. Each allegation of the Plaintiff's Complaint not specifically admitted is denied.

2. Except for the information contained in public records, Defendant Katherine Kinlaw ("Kinlaw") lacks sufficient information to admit or deny the allegations in paragraphs 1 through 14 and 16 through 36, and therefore denies the same and demands strict proof thereof.

3. Defendant Kinlaw admits paragraphs 15 and 37 through 41.

4. As to paragraphs 42 and 43, Defendant Kinlaw would crave reference to the whole document for the complete language.

5. As to paragraph 44, Defendant Kinlaw would deny that the disputed areas are owned by Plaintiff and would ask Plaintiff to provide proof of same.

6. Defendant Kinlaw lacks sufficient information to admit or deny the allegations contained in paragraphs 45 through 47 and paragraphs 51 through 59, and therefore denies the same and demands strict proof thereof.

7. Defendant Kinlaw denies the allegation of paragraph 48 and would crave reference to the police report mentioned in paragraphs 49 and 50 for the contents of that police report.

8. Defendant Kinlaw denies paragraphs 60 through 64.

9. Defendant Kinlaw responds to paragraphs 65 and 75 as set forth above.

10. Defendant Kinlaw denies paragraphs 66 through 74 and 76 through 78.

11. As to paragraph 79, Defendant Kinlaw would state that there is a dispute about ownership and the property line.

12. Defendant Kinlaw admits paragraph 80.

13. Defendant Kinlaw denies paragraph 81.

AS FURTHER DEFENSES AND BY WAY OF CLARIFICATION, DEFENDANT KINLAW WOULD ALLEGE THE FOLLOWING:

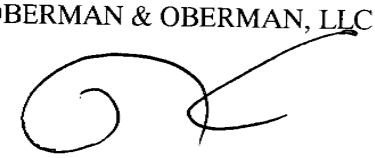
14. Defendant Kinlaw has repeatedly asked Plaintiff for the documents that outline Plaintiff's ownership rights in the disputed easement and has received none.

15. The deed into Defendant Kinlaw references a plat in which the disputed easement is dedicated to the public.

16. Plaintiff fails to state a cause of action in that it does not set forth how it owns enforceable property rights in the easement in dispute. Therefore, this Court should dismiss the case under Rule 12(b)(6) SCRCP.

WHEREFORE, Defendant Katherine Kinlaw prays the Complaint of Plaintiff be dismissed, that the property rights in disputed easement be determined along with the property line, that she be awarded attorney's fees and costs, and for other and further relief as this Court may award.

OBERMAN & OBERMAN, LLC



Harold A. Oberman
Marvin I. Oberman
60 Markfield Drive, Suite 2
Charleston, SC 29407
(843) 577-7010

ATTORNEYS FOR THE DEFENDANT
KATHERINE KINLAW

Charleston, South Carolina

March 16, 2017.

f:\ob\kinlaw1019\pleadings\answer

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE DISTRICT COURT PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO: 2017-CP-10-473

PETITIONER:	)	EVIDENTIARY
	)	SUPPORT OF
Raven's Run Homeowners Association, Inc.,	)	MOTION TO DISMISS
Vs.	)	
DEFENDANTS:	)	
James B. Kubu and Melissa F. Kubu	)	

Exhibit A



STATE OF SOUTH CAROLINA, BK T 130PG205

COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

Know All Men by These Presents:

That YAUPON PLANTATION INVESTORS, A PARTNERSHIP

in the State aforesaid, in consideration of the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100ths---($250,000.00) DOLLARS, to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s) (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said R.A.C. ENTERPRISES, INC., its successors and assigns forever, the following described property, to wit:

ALL THAT CERTAIN PIECE, parcel or tract of land, together with any and all improvements thereon, situate, lying and being in Christ Church Parish, County of Charleston, State of South Carolina being designated and shown as "59.13 ACRES" of highland and "58.50 ACRES" of marshland as shown on a Plat entitled, "Christ Church Parish, Charleston County, South Carolina. Plat of a Tract of Land Containing 59.13 Acres of Highland and 58.50 Acres of Marshland, Owned by Yaupon Plantation Investors, A Partnership", by E. M. Seabrook, Jr., Inc., dated October 20, 1982 and recorded January 17, 1983 in Plat Book AW, Page 133 in the R.M.C. Office for Charleston County.

SAID PARCELS having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully and at large appear.

SUBJECT TO two twenty-five (25') foot drainage easements as will by reference to said Plat more fully and at large appear.

IT IS UNDERSTOOD that the highland is conveyed with a covenant of general warranty and that the Grantor herein conveys all of its right, title, interest and estate of, in and to the marshland without any warranty.

BEING A PORTION OF THE SAME PROPERTY conveyed to the Grantor herein by Deed of Lester A. Wilson, Jr., M.D. of Charlottesville, Virginia, Julian M. Wilson and Margaret M. Wilson of Charleston, South Carolina, dated March 5, 1976 and recorded March 5, 1976 in Book W 108, Page 247 in the R.M.C. Office for Charleston County.

TMS No. 561-00-00-080

GRANTEE(S)' ADDRESS: Post Office Box 633, Mount Pleasant, SC 29464

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 and all singular the said Premises before mentioned unto the grantee(s) hereinabove named, and grantee's(s') Heirs, Successors, and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s') Heirs, Successors, and Assigns against the grantor(s) and the grantor's(s') Heirs, Successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the grantor's(s') hand(s) and seal(s) this 18 day of July in the year of our Lord One Thousand Nine Hundred and eighty-three

Signed, Sealed and Delivered in the Presence of

(1) Barbara McMillan Witness

(2) Witness

YAUPON PLANTATION INVESTORS, A PARTNERSHIP

BY John H. Disher, III, its Partner L. S.

BY Robert E. Smith, its Partner L. S.

BY Donald T. Rutledge, its Partner L. S.

State of South Carolina,

COUNTY OF CHARLESTON

Personally appeared before me the undersigned witness who being sworn, says that (s)he saw the within named grantor(s) sign, seal and as grantor's(s') act and deed, deliver the within written deed, and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

Sworn to before me this 18 day of July A. D. 19 83

(3) L. S.

Notary Public for South Carolina

My Commission Expires: Aug 31 1983

(1 or 2) Barbara McMillan (Signature of 1st or 2nd Witness)

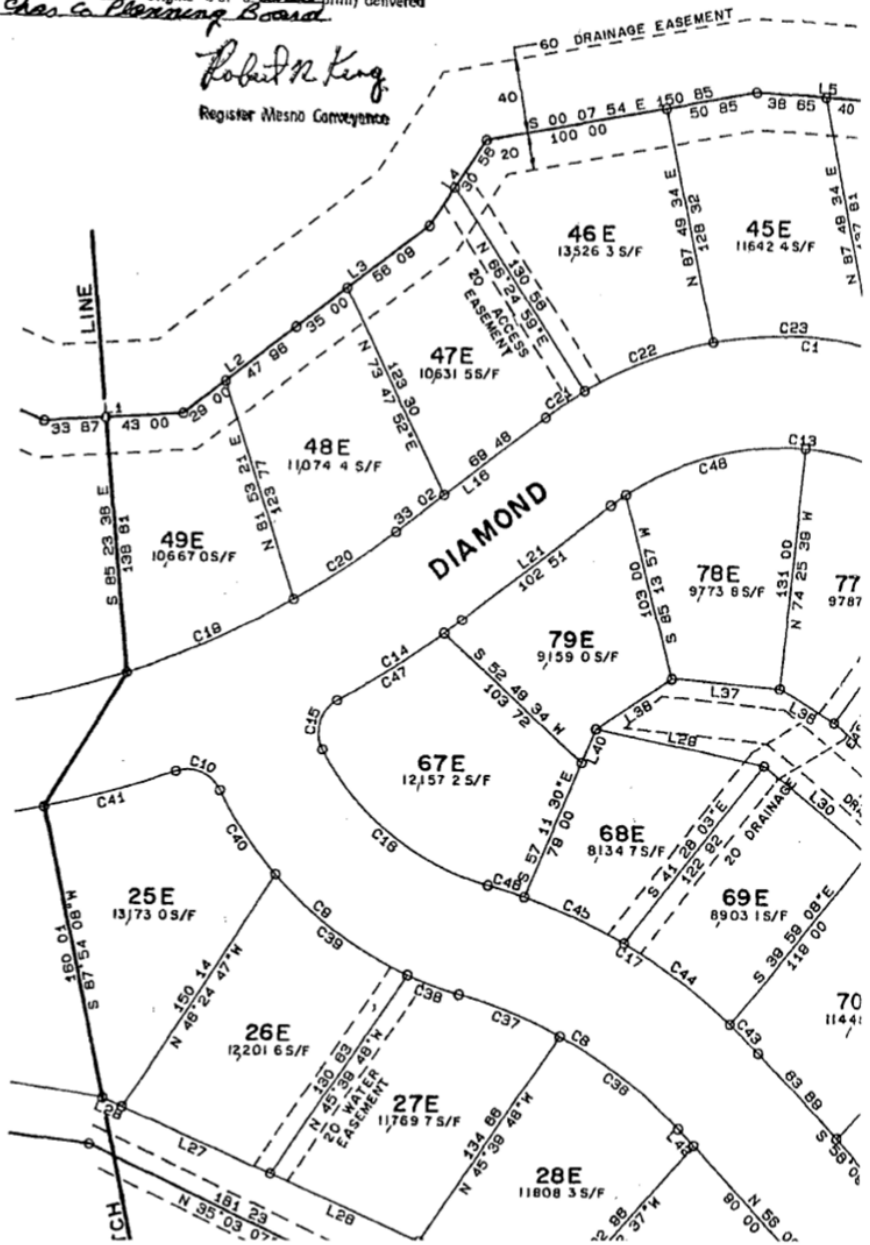
EXHIBIT B

BK W156PG397

Charleston South Carolina
Office of Register Mesne Conveyance

3 54 Plat recorded this 21 day of Aug, 1986 at
o clock in p.m. in Book BK Page 2 and tracing cloth
ly filed in File 3 Drawer — Folder 6a, Drawing
No 40 Original (or a white print) delivered
To Chas. Co. Planning Board

Robert N. King
Register Mesne Conveyance



CONDITIONAL APPROVAL

PRE-SELLING PERMITTED
UNDER BONDING & SURETY PROVISIONS

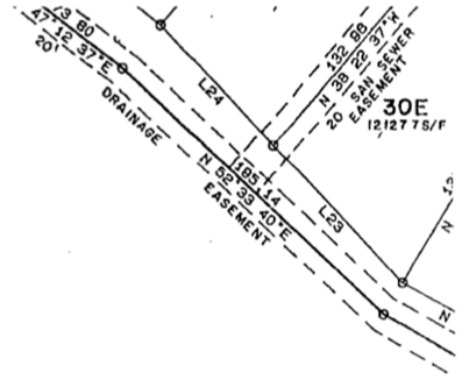
for Lynn G. Waldrop
CLERK CHARLESTON COUNTY COUNCIL

David H. Franks
DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD

11520-A
APPLICATION #

AUG 19, 1986
DATE

(SHEET 2 OF 4)



I KEITH K RUDDY A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH CAROLINA HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON THAT THIS PLAT SHOWS ITS TRUE DIMENSIONS THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THE PRECISION OF THE SURVEY IS 1 10,000

Keith K Ruddy

KEITH K RUDDY R L S S C REG NO 9478

PRECISION LAND SURVEYING CO
1812 SAVANNAH HWY SUITE 201-B
CHARLESTON, S C 29407
(803) 556-1578

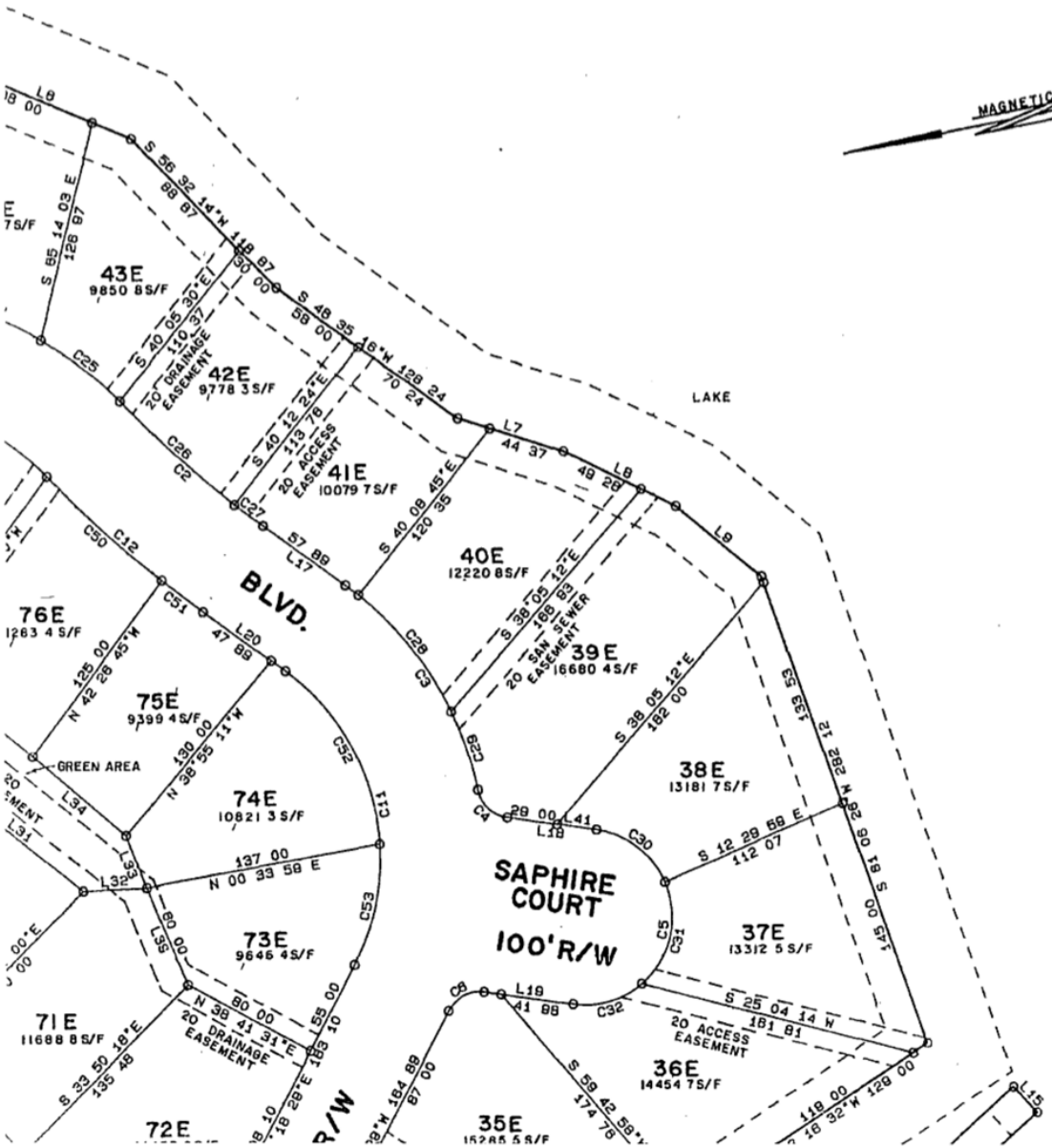
SOUTH CAROLINA REGISTERED REG NO 9478 LAND SURVEYOR KEITH K RUDDY

BY RECORDING OF THIS PLAT THE EASEMENTS AND ROAD RIGHTS-OF-WAYS SHOWN HEREON ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER

BY Paul E Rack
RAC ENTERPRISES INC

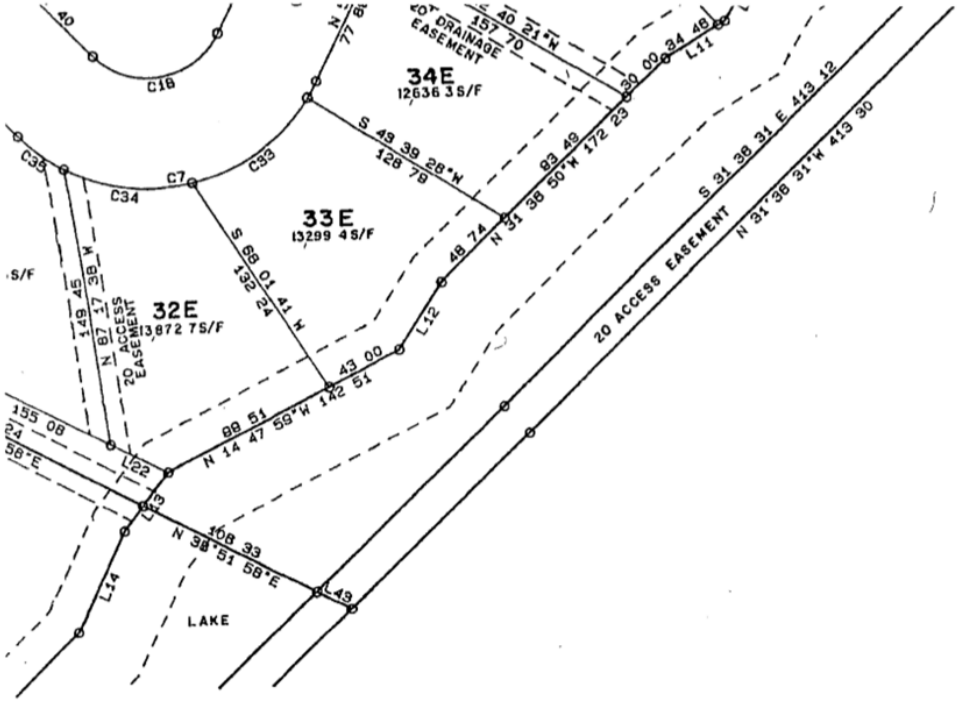
BY RECORDING OF THIS PLAT THE GR SHOWN HEREON ARE DEDICATED TO THE CROSSING SUBDIVISION AND THE CROW HOMEOWNERS ASSOCIATION FOREVER

BY Paul E Rack
RAC ENTERPRISES INC



NOTES

1) TMS NO 561-00-00-094
2) REFERENCE PLAT BY PRECISION LAND SURVEYING CO DATED 11/21/85
3) REFERENCE PLAT BY KEITH RUDDY P B BE PAGE 144
4) THIS PLAT SUBMITTED FOR PRESELLING UNDER THE IRREVOCABLE LETTER OF CREDIT PROVISION OF THE SUBDIVISION REGULATIONS
5) APPROVAL OF THE PLAT DOES NOT AUTHORIZE OCCUPANCY
6) APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT FOR CONTINUED MAINTENANCE ANY OF THE ROADS OR EASEMENTS SHOWN HEREON
7) THE 60 DRAINAGE EASEMENT AROUND THE PERIPHERY SHALL BE 20 WITHIN THE PROPERTY AND 40 TOWARDS THE LAKES
8) THE 20 DRAINAGE EASEMENTS SHALL BE 10 EACH SIDE OF THE PROPERTY LINE UNLESS OTHERWISE NOTED
9) DURATION OF APPROVAL SHALL BE FOR ONE YEAR
10) WATER SUPPLY WILL BE FURNISHED BY THE BULLS BAY WATER AUTHORITY THE DEVELOPER HAS AGREED TO EXTEND NECESSARY WATER SUPPLY TO SERVE PROJECT
11) SEWAGE DISPOSAL WILL BE FURNISHED BY MT PLEASANT WATERWORKS & SEWAGE COMMISION
12) THE STREET SHALL BE PUBLIC AND DESIGNED & CONSTRUCTED IN ACCORDANCE WITH CHARLESTON COUNTY ROAD CODES
13) THE PUBLIC DRAINAGE (SHADED) SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF THE COUNTY ROAD CODE THE PROPOSED PRIVATE DRAINAGE SYSTEM (NONSHADED) SHALL BE DESIGNED IN ACCORDANCE WITH COUNTY ROAD CODE BUT WITH MODIFICATIONS
14) OWNER R A C ENTERPRISES INC
15) NO STRUCTURE FENCE DOCK OR OTHER OBSTRUCTION IS ALLOWED WITHIN THE 20 EASEMENT AROUND LAKE
16) FINAL APPROVAL CANNOT BE OBTAINED UNTIL ALL ITEMS COVERED BY THE LETTER OF CREDIT HAVE BEEN COMPLETED AND APPROVED
17) FURTHER SUBDIVISION OF THE PROPERTY UNDER REVIEW WILL NOT BE GIVEN FAVORABLE CONSIDERATION UNTIL FINAL APPROVAL HAS BEEN OBTAINED FOR THESE LOTS



NOTE:
FOR LINE TABLE & CURVE TABLES
SEE SHEET 4 OF 4

PLAT

SHOWING

CROWN POINTE SUBDIVISION

LOTS 25E-49E & LOTS 67E-79E

PORTION

OF A 52 98 ACRE TRACT, OWNED BY RAC ENTERPRISES, INC
CHRIST CHURCH PARISH, CHARLESTON COUNTY, S C

SCALE: 1" = 60'

AUG 3, 1986

60 30 0 60 120 180

SCALE IN FEET

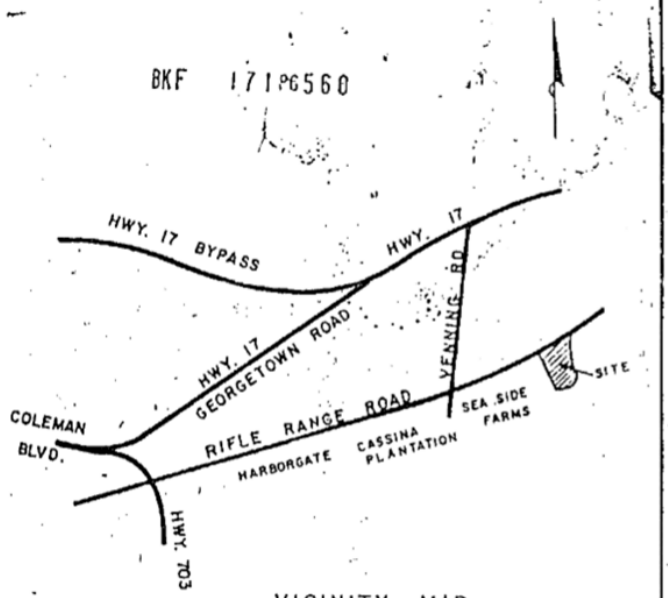
S AND LAKES
THE EAST
SUBDIVISION

EXHIBIT C

77	13-03-35	265.84	60.59	30.43	60.46	N 31-42-27 E
78	08-16-49	207.94	30.05	15.05	30.02	N 29-19-05 E
79	24-59-47	207.94	90.72	46.09	90.00	N 45-57-22 E
80	15-12-10	207.94	55.18	27.75	55.01	N 66-03-21 E

CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
81	82-38-48	20.00	28.85	17.58	26.41	N 32-20-02 E
82	07-46-46	552.79	75.06	37.59	75.00	N 05-05-59 W
83	89-09-10	20.00	31.12	19.71	28.07	N 63-35-47 W
85	07-11-03	552.79	69.31	34.70	69.27	S 22-36-43 E
86	01-14-38	552.79	12.00	12.00	6.00	N 26-49-33 W
87	03-42-05	154.80	10.00	10.00	5.00	N 25-35-50 W
89	41-20-49	154.80	111.71	58.41	109.30	S 35-24-00 W
90	07-10-05	708.53	88.64	44.38	88.59	S 52-29-22 W
92	51-05-09	130.45	116.31	62.34	112.50	S 72-01-20 W
93	31-07-36	130.45	70.87	36.33	70.00	N 66-52-17 W
94	107-28-12	43.36	81.34	55.11	69.93	S 02-25-37 W
95	03-52-09	325.84	22.00	11.01	22.00	N 54-13-28 E
96	12-51-48	325.84	73.15	36.73	73.00	N 45-51-40 E
97	10-33-55	325.84	60.09	30.13	60.00	N 34-08-48 E
98	03-41-11	325.84	20.96	10.49	20.96	N 27-01-15 E
99	46-38-58	147.94	120.46	63.79	117.15	S 48-30-09 W

BKF 171PG560



VICINITY MAP
N.T.S.

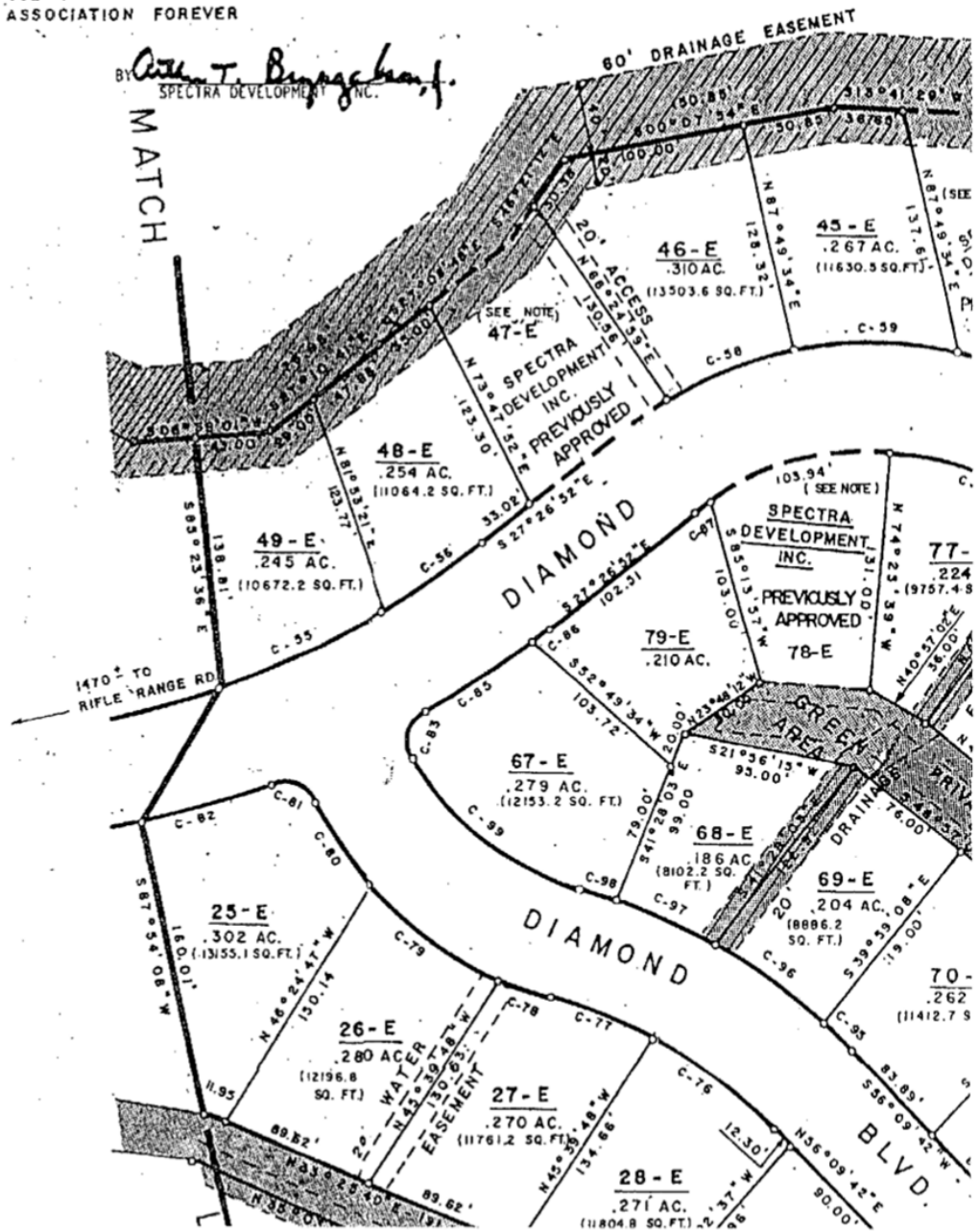
VICINITY MAP
N.T.S.

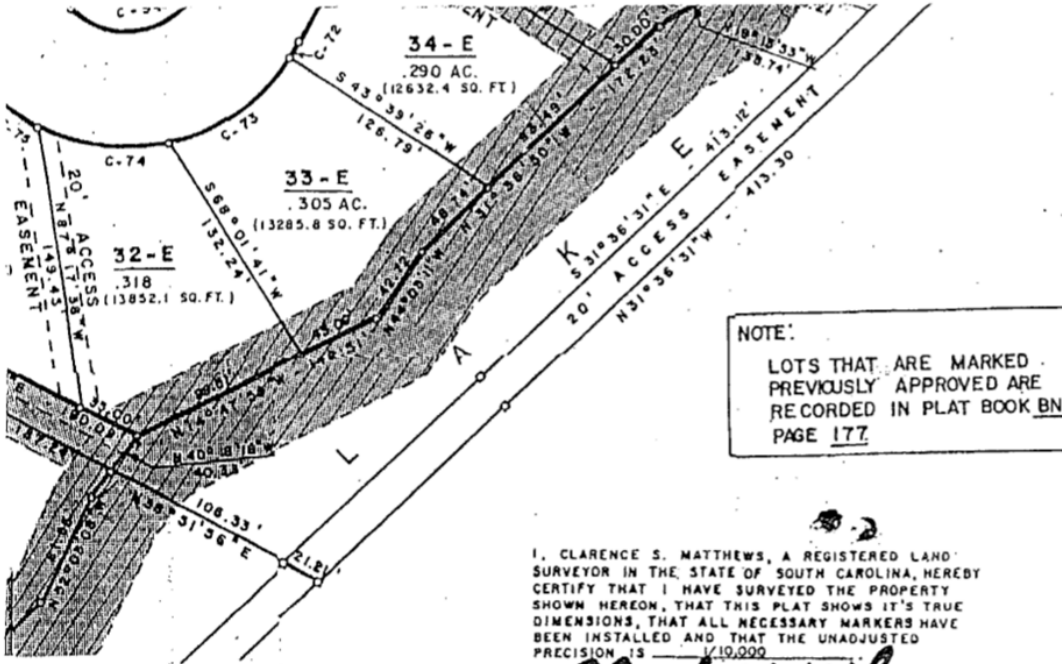
CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
55	11-38-48	492.79	100.17	50.26	100.00	S 13-49-32 E
56	07-47-56	492.79	67.08	33.59	67.03	S 23-32-54 E
58	20-06-32	214.80	75.39	38.08	75.00	S 10-34-27 E
59	24-21-27	214.80	91.31	46.36	90.63	S 11-39-32 W
61	15-22-13	214.80	57.62	28.98	57.45	S 48-23-18 W
62	07-46-50	848.53	88.07	44.10	88.00	S 52-11-00 W
63	01-48-50	648.53	20.53	10.27	20.53	S 47-23-10 W
64	02-52-56	290.45	9.58	9.58	4.79	S 47-55-13 W
65	25-47-20	190.45	85.72	43.60	85.00	S 62-15-23 W
70	48-32-14	50.00	42.36	22.54	41.10	N 05-29-37 W
71	70-05-00	20.00	24.46	14.03	22.97	N 16-15-59 W

BY THE RECORDING OF THIS PLAT, THE GREEN AREAS AND LAKES SHOWN HEREON ARE DEDICATED TO THE USE OF THE CROWN POINTE SUBDIVISION HOMEOWNERS ASSOCIATION FOREVER

BY: Allen T. Boyce Jr.
SPECTRA DEVELOPMENT INC.

RAVEN'S RUN HOMEO





NOTE:
LOTS THAT ARE MARKED · PREVIOUSLY APPROVED ARE RECORDED IN PLAT BOOK BN PAGE 177

I, CLARENCE S. MATTHEWS, A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH CAROLINA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON, THAT THIS PLAT SHOWS IT'S TRUE DIMENSIONS, THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THAT THE UNADJUSTED PRECISION IS 1/10,000

CLARENCE S. MATTHEWS
S.C. REG. No. 6536

CROWN POINTE SUBDIVISION

TOTALING 26.39 ACRES
PROPERTY OWNED BY
SPECTRA DEVELOPMENT, INC.
LOTS 13-E AND 58-E OWNED
BY RYLAND HOMES, INC.
CHRIST CHURCH PARISH, CHARLESTON CO., S. C.

SCALE 1" = 60'

60 30 0 60

DATE JUNE 27, 1987

APPROVED FINAL PLAT
CHARLESTON COUNTY COUNCIL

DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD
DATE NOV. 17, 1987
#11520 BB-2
(SHEET 2 OF 2)

E.C.E.S., Inc. (EAST COAST ENGINEERING AND SURVEYING, INC.)
ENGINEERS • PLANNERS • CONSULTANTS • SURVEYORS

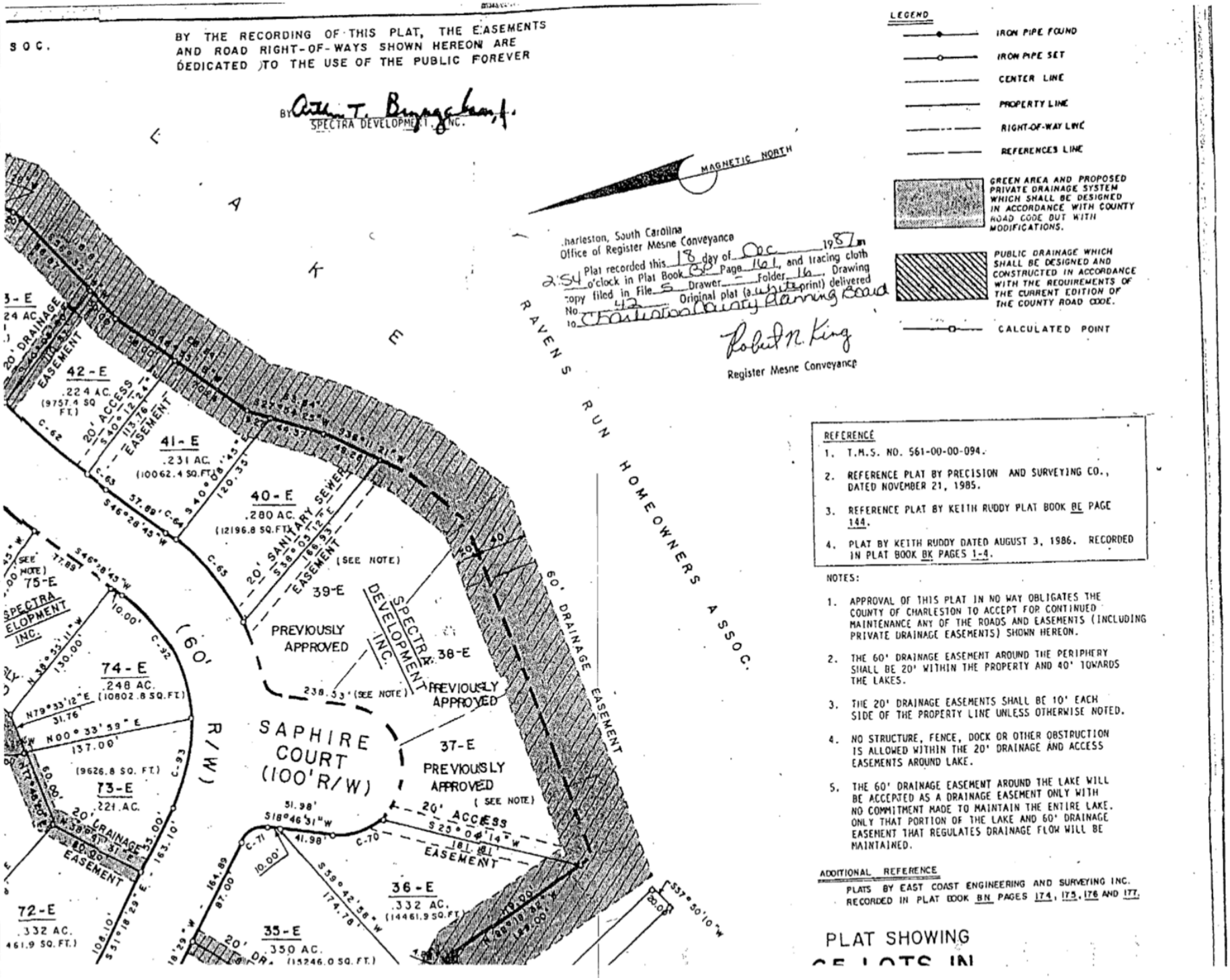
618 WESLEY DRIVE • SUITE 203 • CHARLESTON, SOUTH CAROLINA 29401 • (803) 723-9494

SHEET 2 OF 2

S O C.

BY THE RECORDING OF THIS PLAT, THE EASEMENTS AND ROAD RIGHT-OF-WAYS SHOWN HEREON ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER

BY Arthur T. Bryan, Jr.
SPECTRA DEVELOPMENT, INC.



Charleston, South Carolina
Office of Register Mesne Conveyance
Plat recorded this 18 day of Dec 1987
2:54 o'clock in Plat Book BE Page 161, and tracing cloth
copy filed in File 5 Drawer — Folder 16, Drawing
No. 42 Original plat (a white print) delivered
to Charleston County Planning Board

Robert N. King
Register Mesne Conveyance

LEGEND

- IRON PIPE FOUND
- IRON PIPE SET
- CENTER LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- REFERENCES LINE
- GREEN AREA AND PROPOSED PRIVATE DRAINAGE SYSTEM WHICH SHALL BE DESIGNED IN ACCORDANCE WITH COUNTY ROAD CODE BUT WITH MODIFICATIONS.
- PUBLIC DRAINAGE WHICH SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF THE COUNTY ROAD CODE.
- CALCULATED POINT

REFERENCE

1. T.M.S. NO. 561-00-00-094.
2. REFERENCE PLAT BY PRECISION AND SURVEYING CO., DATED NOVEMBER 21, 1985.
3. REFERENCE PLAT BY KEITH RUDDY PLAT BOOK BE PAGE 144.
4. PLAT BY KEITH RUDDY DATED AUGUST 3, 1986. RECORDED IN PLAT BOOK BK PAGES 1-4.

NOTES:

1. APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT FOR CONTINUED MAINTENANCE ANY OF THE ROADS AND EASEMENTS (INCLUDING PRIVATE DRAINAGE EASEMENTS) SHOWN HEREON.
2. THE 60' DRAINAGE EASEMENT AROUND THE PERIPHERY SHALL BE 20' WITHIN THE PROPERTY AND 40' TOWARDS THE LAKES.
3. THE 20' DRAINAGE EASEMENTS SHALL BE 10' EACH SIDE OF THE PROPERTY LINE UNLESS OTHERWISE NOTED.
4. NO STRUCTURE, FENCE, DOCK OR OTHER OBSTRUCTION IS ALLOWED WITHIN THE 20' DRAINAGE AND ACCESS EASEMENTS AROUND LAKE.
5. THE 60' DRAINAGE EASEMENT AROUND THE LAKE WILL BE ACCEPTED AS A DRAINAGE EASEMENT ONLY WITH NO COMMITMENT MADE TO MAINTAIN THE ENTIRE LAKE. ONLY THAT PORTION OF THE LAKE AND 60' DRAINAGE EASEMENT THAT REGULATES DRAINAGE FLOW WILL BE MAINTAINED.

ADDITIONAL REFERENCE

PLATS BY EAST COAST ENGINEERING AND SURVEYING INC. RECORDED IN PLAT BOOK BN PAGES 174, 175, 176 AND 177.

PLAT SHOWING

EXHIBIT D

Title Not Examined by Clsa & Dodds, LLP

BKC 392PG756

STATE OF SOUTH CAROLINA)
) **QUIT CLAIM DEED**
COUNTY OF CHARLESTON)

TO ALL WHOM THESE PRESENTS MAY COME:

NOW, KNOW ALL MEN BY THESE PRESENTS that the said **RAC ENTERPRISES, INC.**, by **Robert A. Causey, as Liquidating Trustee,** in consideration of the premises and also in consideration of the sum of Five and 00/100 ($5.00) Dollars to it in hand paid at and before the sealing and delivery of these presents by **EAST CROSSING-CROWN POINTE ASSOCIATION, INC.** (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **EAST CROSSING-CROWN POINTE ASSOCIATION, INC.,** its Successors and Assigns forever, the following described property, to-wit:

ALL that certain common area, including any "lake" and "green area", located in East Crossing Subdivision, Christ Church Parish, Charleston County, S.C., as shown on that certain plat entitled "Plat Showing East Crossing Subdivision, Lots 1-65, Portion of a 52.98 Acre Tract, Owned by RAC Enterprises, Inc., Christ Church Parish, Charleston County, S.C.", dated August 3, 1986, and recorded in the RMC Office for Charleston County on August 21, 1986 in Book BK at Page 3. Such common area having such size, shape, dimensions, buttings and boundings as will by reference to such plat more fully appear. (Abstractor's Note: It the intention of this deed to convey all property set forth on the aforementioned plat, saving and excepting all platted lots and public rights of way depicted thereon).

ALSO

ALL that certain common area, including any "lake" and "green area", located in Crown Point Subdivision, Christ Church Parish, Charleston County, S.C., as shown on that certain plat entitled "Plat Showing Crown Pointe Subdivision, Lots 25E - 49-E and Lots 67-E - 79-E, Portion of a 52.98 Acre Tract, Owned by RAC Enterprises, Inc., Christ Church Parish, Charleston County, S.C.", dated August 3, 1986, and recorded in the RMC Office for Charleston County on August 21, 1986 in Book BK at Page 2. Such common area having such size, shape, dimensions, buttings and boundings as will by reference to such plat more fully appear. (Abstractor's Note:

It the intention of this deed to convey all property set forth on the aforementioned plat, saving and excepting all platted lots and public rights of way depicted thereon).

BEING a portion of the same property conveyed to the Grantor herein by deed of Yaupon Plantation Investors, A Partnership, dated February 18, 1983, and recorded in the RMC Office for Charleston County in Book T-130, at Page 205.

TMS # 561-05-00-145

Grantee's Address: 2023 Spruce wood Court
Mount Pleasant, SC 29464

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 **EAST CROSSING-CROWN POINTE ASSOCIATION, INC.**, its successors and assigns, forever - so that neither it, the said **RAC ENTERPRISES, INC. by Robert A. Causey, as Liquidating Trustee,** nor its successors or assigns, nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, nor any part or parcel thereof, forever.

Witness its hand and seal this 18th day of December, in the year of our Lord Two Thousand One, and in the two hundred and twenty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the presence of:

Judy D. Arms

RAC ENTERPRISES, INC.

By: _____ (L.S.)
Robert A. Causey,
as Liquidating Trustee

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

BKC 392PG758

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named RAC ENTERPRISES, INC., by Robert A. Causey, as Liquidating Trustee, sign, seal and as its act and deed, deliver the within written Deed; and that (s)he with the other witness witnessed the execution thereof.

Judy D. Arms

SWORN to before me this 18th

day of December, 2001.

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 6/09/02

BKC 392PG759

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
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 being transferred BY BAC Enterprises, Inc. by Robert A. Causey, as Liquidating Trustee TO East Gossing-Crown Pointe Association, Inc. ON 12/18, 01

3. Check one of the following: *The DEED is*

(a) ✓ subject to the deed recordin g fee as a transfer fee 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 #_____)
(Explanation if required) _____

(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) ✓ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $5.00.

(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 ✓ 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 as follows:

(a) ✓ the amount listed in item 4 above
(b) _____ the amount listed in item 5 above (no amount place zero)
(c) _____ 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: Attorney for Grantee.

8. 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 that one year, or both.

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

John J. Dodds, III, Esq., Attorney for Grantee
(Print or Type Name Here)

SWORN to before me this 18th day of December, 2001.

Judy D. Arms
Notary Public For South Carolina
My Commission Expires: 8/30/2010

RECORDER'S PAGE
This page MUST remain with the original document.

BKC 392PG760

Recording Fee 10.00

State Fee —

County Fee —

Postage —

TOTAL 10.00B

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PEGGY A MOSELEY
CHARLESTON COUNTY AUDITOR

(843) 958-4800 2 Courthouse Square Charleston, SC 29401

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	CASE NO. 2017-CP-10-00473
COUNTY OF CHARLESTON)	
)	
Raven's Run Homeowners Association, Inc.,)	**PLAINTIFF'S AMENDED COMPLAINT**
)	
)	
Plaintiff,)	
)	
vs.)	
)	
Crown Pointe Association, Inc., Lois K. Novak as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron, James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr., and Barbara Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Frankling Wooten, III, and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Springer a/k/a Shirly Deanna Springer; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr., and Terry W. Graves; Mary Elizabeth Gladden; Philip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr., and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully;)	
)	
Defendants.)	

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JULIE J. ARMSTRONG
CLERK OF COURT

TO THE ABOVE-NAMED DEFENDANTS

The Plaintiff, by its undersigned counsel, alleges and states as follows:

1. The Plaintiff, Raven's Run Homeowners Association, Inc. (hereinafter the "Plaintiff" or "Raven's Run") is a nonprofit corporation organized and existing under the laws of the State of South Carolina.

2. Raven's Run was formed to serve as the community association for the Raven's Run Subdivision located in Mt. Pleasant, Charleston County, South Carolina.

3. Raven's Run has the authority to enforce the Covenants and Restrictions of the Raven's Run Subdivision pursuant to Book 0146, Page 571 recorded in the RMC Office for Charleston County, as amended in Book Rl57, Page 181, Book A3 19, Page 493, Book 0655, Page 493, Book Bl50, Page 544, Book S206, Page 663, Book R590, Page 782, Book M376, Page 557, Book G664, Page 651, and as further amended from time to time.

4. The Defendant, Crown Pointe Association, Inc. (hereinafter "Crown Pointe") is a nonprofit corporation organized and existing under the laws of the State of South Carolina.

5. Crown Pointe was formed to serve as the community association for the Crown Pointe Subdivision located in Mt. Pleasant, Charleston County, South Carolina.

6. Crown Pointe has the authority to enforce the Covenants and Restrictions of the Crown Pointe Subdivision pursuant to Book 0 158, Page 414 recorded in the RMC Office for Charleston County, as amended in Book 0159, Page 492 and in Book 1392, Page 700, and as further amended from time to time.

7. The Defendant, Lois K. Novak, as Trustee of the Lois K. Novak Trust dated I 0/ 14/2013 is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 37E and more commonly identified as 2014 Saphire Court, Mt.

Pleasant, South Carolina 29466, TMS# 561-05-00-102, pursuant to that deed recorded in Book 0372 at Page 690 in the RMC Office for Charleston County.

8. The Defendants, Laurie T. Herron and Mark D. Herron, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 38E and more commonly identified as 2013 Saphire Court, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-103, pursuant to that deed recorded in Book H 168 at Page 245 in the RMC Office for Charleston County.

9. The Defendants, James B. Kubu and Melissa F. Kubu, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 39E and more commonly identified as 1514 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-104, pursuant to that deed recorded in Book 0298 at Page 749 in the RMC Office for Charleston County.

10. The Defendant, Leila June Johnson, is the current owner of record of that real property located in the Crown Pointe Subdivision ~dentified as Lot 40E and more commonly identified as 151 0 Diamond Boulevard, Mt. Pleasant, South Carol ina 29466, TMS# 561-05-00-105, pursuant to that deed recorded in Book P268 at Page 757 in the RMC Office for Charleston County.

11. The Defendants, Danny Ta and Anita McCauley, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 41 E and more commonly identified as 1506 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-106, pursuant to that deed recorded in Book 0560 at Page 158 in the RMC Office for Charleston County.

12. The Defendants, Robert E. Luby, Jr. and Barbara A. Luby, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 42E and more commonly identified as 1502 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-107, pursuant to that deed recorded in Book 0186 at Page 393 in the RMC Office for Charleston County.

13. The Defendant, Joshua D. Coonce, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 43E and more commonly identified as 1498 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-107, pursuant to that deed recorded in Book 0343 at Page 098 in the RMC Office for Charleston County.

14. The Defendant, Lucius Roy Junevicus, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 44E and more commonly identified as 1494 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-109, pursuant to that deed recorded in Book 0284 at Page 110 in the RMC Office for Charleston County.

15. The Defendant, Katherine Kinlaw, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 45E and more commonly identified as 1490 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-110, pursuant to that deed recorded in Book 0503 at Page 870 in the RMC Office for Charleston County.

16. The Defendants, Thomas K. Kuyk and Melissa Ward, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 46E and more commonly identified as 1486 Diamond Boulevard, Mt. Pleasant, South Carolina 29466,

TMS# 561-05-00-111 , pursuant to that deed recorded in Book 0359 at Page 625 in the RMC Office for Charleston County.

17. The Defendants, Roland Franklin Wooten, Til and Teresa Key Wooten, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 47E and more commonly identified as 1482 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-112, pursuant to that deed recorded in Book F203 at Page 724 in the RMC Office for Charleston County.

18. The Defendant, Michael P. Horvath, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 48E and more commonly identified as 1478 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-113, pursuant to that deed recorded in Book 0645 at Page 537 in the RMC Office for Charleston County.

19. The Defendants, Timothy E. Moylan and Karen G. Moylan, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 49E and more commonly identified as 1474 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-1 14, pursuant to that deed recorded in Book C 170 at Page 110 in the RMC Office

for Charleston County.

20. The Defendants, Carl A. Counasse and Maureen Counasse, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 50£ and more commonly identified as 1470 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-115, pursuant to that deed recorded in Book 0204 at Page 959 in the RMC Office for Charleston County.

21. The Defendants, David A. Frielinghaus and Holly C. Frielinghaus, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 51E and more commonly identified as 1466 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-116, pursuant to that deed recorded in Book F483 at Page 660 in the RMC Office for Charleston County.

22. The Defendants, Paul D. Rosenbeck and Katherine V. Rosenbeck, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 52E and more commonly identified as 1462 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-117, pursuant to that deed recorded in Book 0602 at Page 339 in the RMC Office for Charleston County.

23. The Defendant, Shirley D. Spigner a/k/a Shirley Deanna Spigner, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 53E and more commonly identified as 1458 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 56 1-05-00-118, pursuant to that deed recorded in Book 0140 at Page 958 in the RMC Office for Charleston County.

24. The Defendant, Deirdre C. Knight, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 54E and more commonly identified as 1454 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-119, pursuant to that deed recorded in Book 0242 at Page 012 in the RMC Office for Charleston County.

25. The Defendant, Robert Shane Johnson, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 55E and more commonly identified as 1450 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-

120, pursuant to that deed recorded in Book 0201 at Page 508 in the RMC Office for Charleston County.

26. The Defendant, Eric R. Sigman, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 56E and more commonly identified as 1446 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-121, pursuant to that deed recorded in Book 0393 at Page 712 in the RMC Office for Charleston County.

27. The Defendants, LamarR. Graves, Jr. and Terry W. Graves, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 57E and more commonly identified as 1442 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-122, pursuant to that deed recorded in Book V315 at Page 880 in the RMC Office for Charleston County.

28. The Defendant, Mary Elizabeth Gladden, is the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 58E and more commonly identified as 1438 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-123, pursuant to that deed recorded in Book 0445 at Page 455 in the RMC Office for Charleston County.

29. The Defendants, Phillip Wallace and Naomi Grad, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 59E and more commonly identified as 1434 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 56 1-05-00-1 24, pursuant to that deed recorded in Book R520 at Page 492 in the RMC Office for Charleston County.

30. The Defendants, Thomas Edwin Davis and Luis Miguel Gonzalez Melchor, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 60E and more commonly identified as 1430 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-125, pursuant to that deed recorded in Book 0587 at Page 716 in the RMC Office for Charleston County.

31. The Defendants, John R. Funkhouser and Jennifer L. Funkhouser, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 61E and more commonly identified as 1426 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-126, pursuant to that deed recorded in Book 0421 at Page 890 in the RMC Office for Charleston County.

32. The Defendants, Gregory S. Cooper and Jane B. Cooper, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 62E and more commonly identified as 1422 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-127, pursuant to that deed recorded in Book F 169 at Page 419 in the RMC Office for Charleston County.

33. The Defendants, Frank C. Jones, Jr. and Elise Ubele Jones, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 63E and more commonly identified as 1418 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-128, pursuant to that deed recorded in Book W330 at Page 569 in the RMC Office for Charleston County.

34. The Defendants, William P. Topping and Kris B. Topping, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 64E and more commonly identified as 1414 Diamond Boulevard, Mt. Pleasant, South Carolina

29466, TMS# 561-05-00-129, pursuant to that deed recorded in Book M450 at Page 707 in the RMC Office for Charleston County.

35. The Defendant, LaRhonda S. Ptichko, *is* the current owner of record of that real property located in the Crown Pointe Subdivision identified as Lot 65E and more commonly identified as 1410 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-130, pursuant to that deed recorded in Book 0392 at Page 612 in the RMC Office for Charleston County.

36. The Defendants, Kenneth L. Tully and Anna J. TuHy, are the current owners of record of that real property located in the Crown Pointe Subdivision identified as Lot 66E and more commonly identified as 1406 Diamond Boulevard, Mt. Pleasant, South Carolina 29466, TMS# 561-05-00-131, pursuant to that deed recorded in· Book N596 at Page 502 in the RMC Office for Charleston County.

37. The individual Defendants identified in the above-referenced Paragraphs 7 through 36 shall hereinafter collectively be referred to as the "Crown Pointe Owners".

38. Based on the foregoing, this Court has personal jurisdiction over the parties hereto and subject matter jurisdiction over the causes of action asserted herein. Furthermore, venue is proper in Charleston County.

39. The Covenants and Restrictions for Crown Pointe were executed on August 29, 1986 and recorded on October 17, I 986 in Book 0158 at Page 414 in the RMC Office for Charleston County (hereinafter the "Crown Pointe CCR' s"). A copy of the same is attached hereto as Exhibit "A" and incorporated herein by reference.

40. All of the real property located within the Crown Pointe Subdivision is subject to the Crown Pointe CCR's referenced herein.

41. At the time each of the Crown Pointe Owners purchased their respective real property, they received actual and/or constructive notice of the Crown Pointe CCR's attached to the property.

42. Section 26, Paragraph 3 of the Crown Pointe CCR's states that "No use may be made by any owner, family member, or invitee of lake systems of Raven's Run Subdivision which abut Lots 37E through 66E of Crown Pointe; this total prohibition of use shall specifically include boating, swimming, and fishing. The portion of land between the rear Lot lines of such lots and the water line of the Raven's Run lakes is owned by the Raven's Run Homeowners Association, Inc."

43. The provisions of Section 26, Paragraph 3 encompass Lots 37E through 66E of Crown Pointe Subdivision, of which the Crown Pointe Owners are the current owners of record of the same.

44. The Plaintiff is informed and believes that there is a real and justiciable controversy as to the location of the rear lot lines for the indicated Lots 37E through 66E of Crown Pointe Subdivision as they abut common areas owned by the Plaintiff.

45. The Plaintiff is informed and believes that the Board of Crown Pointe retained the services of a surveying company to verify the location of the rear lot lines for the subject lots.

46. The Plaintiff is informed and believes that Crown Pointe was unable to gain cooperation from some of the Crown Pointe Owners regarding access to complete the necessary survey for the rear lot lines.

47. The Plaintiff is informed and believes that specificaJiy, the individual Defendants identified as James B. Kubu and Melissa F. Kubu (hereinafter "Kubu") (Lot 39E, 1514 Diamond Boulevard), Robert E. Luby, Jr. and Barbara A. Luby (hereinafter "Luby") (Lot 42E, 1502

Diamond Boulevard), and Leila June Johnson (hereinafter "Johnson") (Lot 40E, 1510 Diamond Boulevard), have refused to cooperate with Crown Pointe's request for a survey of the rear lot lines of their respective properties.

48. The Plaintiff is informed and believes that on October 22, 2015, there was an incident in which the property manager for the property owner of Lot 45E, 1490 Diamond Boulevard, Katherine Kinlaw, retained a tree cutting service to cut down trees on the property.

49. The Mt. Pleasant Police Department was contacted about this incident on October 22nd as there was a dispute about the location of the property line and the removal of the trees.

50. Pursuant to the incident report for the same, the responding officer indicated to Janice Skenes, the property manager for the property located at 1490 Diamond Boulevard, that there is an ongoing dispute regarding the property line.

51. The Plaintiff is informed and believes that on August 27, 2016, there was an incident in which the owner of 1866 Omni Boulevard, Joseph Robert Pettit (hereinafter "Pettit"), located within the Raven's Run Subdivision, contacted the police due to the removal of trees along the property line owned by Raven's Run directly across from Mr. Pettit's property.

52. Mr. Pettit's wife saw Mr. Luby (Lot 42E, 1502 Diamond Boulevard) cutting down a tree, and Mr. Pettit and his wife, Erica, yelled at Mr. Luby to stop cutting the trees down.

53. Mr. Luby refused to stop the tree removal.

54. Mr. Pettit contacted the Mt. Pleasant Police Department who sent out officers to respond to the incident, the details of which are outlined in an incident report dated August 27, 2016, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.

55. During the August 271h incident, the responding officers obtained the contact information for the President of Crown Pointe, Daniel Hause.

56. The responding officers spoke with Mr. Hause as to the ownership of the property from which the trees were being removed by Mr. Luby.

57. The impacts of some of the Defendants' prohibited activities in direct violation of the Crown Pointe CCR's will last for an extended period of time and constitute an eyesore to the owners of property along the subject property line in the Raven's Run Subdivision; (

58. The damage to the natural beauty of Raven's Run common area caused by some of the Defendants prohibited removal of vegetation and trees cannot be restored by the payment of monetary damages.

59. Individual members of Raven's Run may not recognize the cumulative impact of these violations on the property value.

60. Property values in Raven's Run have been growing at a steady rate. While this growth may continue, property values may increase at a slower rate due to the prohibited activities outlined herein.

61. The acts of the Defendants Leila June Johnson, Katherine Kinlaw, and James B. and Melissa F. Kubu have been, and are, intentional in nature and have caused damage to the Plaintiff in amounts to be proven at the trial of this case.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment Pursuant to S.C. Code Ann. §15-53-10, *et seq.*)

62. The Plaintiff repeats and realleges Paragraphs 1 through 61 above as though repeated herein verbatim.

63. The Plaintiff brings this cause of action pursuant to the South Carolina Uniform Declaratory Judgments Act, S.C. Code Ann. § 15-53-10, et seq., as well as Rule 57 of the South Carolina Rules of Civil Procedure, seeking to have this Court determine that the Plaintiff is

entitled to maintain its boundary line and enforce the same and require that a survey be completed for the rear lot line of each respective lot along the disputed property line as a real, substantial, and justiciable controversy exists by and between the Plaintiff and the Defendants.

64. The Plaintiff also seeks an Order of this Court requiring the Defendant Crown Pointe enforce the Crown Pointe CCR's in respect to the Crown Pointe Owners.

FOR A SECOND CAUSE OF ACTION
(Temporary Restraining Order, Temporary and Permanent Injunction)
(As to the Defendants Crown Pointe Owners)

65. The Plaintiffs restate and reallege the allegations in Paragraphs 1 through 64 above.

66. As set forth above, the Crown Pointe Owners all own lots along the property owned by Raven's Run.

67. As set forth above, Raven's Run has a duty to maintain its boundary.

68. As set forth above, the prior actions of some of the Crown Pointe Owners in removing trees and vegetation from property owned by Raven's Run is in direct violation of the Crown Pointe CCR's.

69. Despite repeated requests, the Defendants persist in refusing to seek a final determination on the boundary line, thereby risking the continued removal of vegetation and trees from property owned by Raven's Run.

FOR A THIRD CAUSE OF ACTION
(Trespass)

70. The Plaintiffs repeat and reallege Paragraphs 1 through 69 above as though repeated herein verbatim.

71. The Defendants were repeatedly informed they were trespassing onto Plaintiff's property.

72. Despite that notice, the Defendants have continued to cross onto the Plaintiff's property constituting trespass of an ongoing and repeated nature, and have damaged the property which they do not own by cutting down trees, vegetation, and other natural buffers that will take years to regrow, replant, and revitalize.

73. As a direct and proximate result of this trespass, the Plaintif has suffered damages in amounts to be proven the trial of this case.

74. The Defendants' actions are willful, wanton, and reckless entitling the Plaintiff to punitive damages to deter the Defendants from such willful, wanton, and reckless trespass onto the Plaintiff's property.

FOR A FOURTH CAUSE OF ACTION
(Nuisance)

75. The Plaintiffs repeat and reallege Paragraphs 1 through 74 above as though repeated herein verbatim.

76. The Defendants' actions in interfering with the Plaintiff's property constitute a nuisance in that they are engaged in the interference with the Plaintiff's quiet enjoyment, use, and ownership of the Property, and disturbing the property which they do not own.

77. The Defendants were repeatedly informed they were disturbing the Plaintiff's quiet enjoyment of the property.

78. Despite that notice, the Defendants have continued to engage in behavior that constitutes as nuisance.

79. As a direct and proximate result of this nuisance, the Plaintiff has suffered damages in amounts to be proven the trial of this case.

80. The Defendants' actions are willful, wanton, and reckless entitling the Plaintiff to punitive damages to deter the Defendants from being a nuisance to the Plaintiff in its ownership of the property.

WHEREFORE having fully set forth in its Complaint, the Plaintiff prays that this Court enter its Order as follows:

A. For an Order of this Court requiring the Defendants, Crown Pointe Owners, comply with the Crown Pointe CCR's duly recorded in the RMC Office for Charleston County;

B. For an Order of this Court requiring the Defendant Crown Pointe enforce the Crown Pointe CCR's in respect to the Crown Pointe Owners;

C. Pursuant to the South Carolina Uniform Declaratory Judgments Act, S.C. Code Ann. § 15-53-10, et seq., as well as Rule 57 of the South Carolina Rules of Civil Procedure, this Court should issue a Declaratory Judgment holding that the Plaintiff is entitled to maintain its boundary line and enforce the same and require that a survey be completed for the rear lot line of each respective lot along the disputed property line; and

D. Awarding the Plaintiff actual and punitive damages for its causes of action for trespass and nuisance; and

E. Such other relief as the Court finds just and proper.

Mt. Pleasant, South Carolina
March 9, 2018

G. Hamlin O'Kelley, III,
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
T: (843) 856-4488
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Hamlin.okelley@buistbyars.com
Attorney for Plaintiff

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON RAVEN RUN HOMEOWNERS ASSOCIATION, INC., Plaintiff, vs. CROWN POINTE ASSOCIATION, INC., ET AL., Defendants.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO. 2017-CP-10-0473 **DEFENDANT KATHERINE KINLAW'S ANSWER TO PLAINTIFF'S AMENDED COMPLAINT AND COUNTERCLAIM**

Answering the Amended Complaint of the Plaintiff, Defendant Katherine Kinlaw, would state that:

1. Each allegation of the Plaintiff's Amended Complaint not specifically admitted is denied.

2. Except for the information contained in public records, Defendant Katherine Kinlaw ("Kinlaw") lacks sufficient information to admit or deny the allegations in paragraphs 1 through 14 and 16 through 36, and therefore denies the same and demands strict proof thereof.

3. Defendant Kinlaw admits paragraphs 15 and 37 through 41.

4. As to paragraphs 42 and 43, Defendant Kinlaw would crave reference to the whole document for the complete language.

5. As to paragraph 44, Defendant Kinlaw would deny that the disputed areas are owned by Plaintiff and would ask Plaintiff to provide proof of same.

6. Defendant Kinlaw lacks sufficient information to admit or deny the allegations contained in paragraphs 45 through 47 and paragraphs 51 through 56, and therefore denies the same and demands strict proof thereof.

7. Defendant Kinlaw denies the allegation of paragraph 48 and would crave reference to the police report mentioned in paragraphs 49 and 50 for the contents of that police report.

8. Defendant Kinlaw denies paragraphs 57 through 61.

9. Defendant Kinlaw responds to paragraphs 62 through 64, 65, 70 and 75 as set forth above.

10. Defendant Kinlaw denies paragraphs 66 through 69, 71 through 74, and 76 through 80.

AS FURTHER DEFENSES AND BY WAY OF CLARIFICATION AND COUNTERCLAIM, DEFENDANT KINLAW WOULD ALLEGE THE FOLLOWING:

11. Defendant Kinlaw has repeatedly asked Plaintiff for the documents that outline Plaintiff's ownership rights in the disputed easement and has received none.

12. The deed into Defendant Kinlaw references a plat in which the disputed drainage easement is dedicated to the public.

13. The deed into Ravens Run references a plat dedicating a 60 foot drainage easement that does not reach to Kinlaw's property nor the disputed property.

14. The deed into Ravens Run references a plat dedicating a 60 foot drainage easement that does not reach Crown Point Subdivision nor the disputed property.

15. Prior to the initiation of this lawsuit, Plaintiff had a survey performed which showed there easement did not extend to the disputed property nor to the Crown Point owners' property line.

17. Plaintiff undertook a course of action to hide that survey from members of Crown Point, tried to shift the focus onto where the Crown Point lot lines end, and initiated this lawsuit in an effort to drive up costs for Crown Point lot owners such that they would concede property rights to Ravens Run.

18. If Plaintiff does have a drainage easement on the disputed property, or similar property rights, the are obligated to maintain that easement and have failed to do so. Kinlaw has expended her funds to maintain that easement and to prevent the same from becoming overgrown and hazardous.

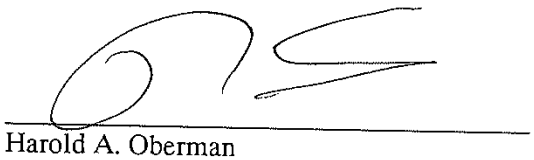
19. Plaintiff has not been damaged by Kinlaw's actions.

20. Kinlaw has been damaged because of the above in the amounts she has expended to maintain the easement and in the amounts she has expended to defend this action.

21. Plaintiff fails to state a cause of action in that it does not set forth how it owns enforceable property rights in the easement in dispute. Therefore, this Court should dismiss the case under Rule 12(b)(6) SCRCP.

WHEREFORE, Defendant Katherine Kinlaw prays the Amended Complaint of Plaintiff be dismissed, that the property rights in disputed easement be determined along with the property line, that she be awarded damages on her counterclaim, that she be awarded attorney's fees and costs, and for other and further relief as this Court may award.

OBERMAN & OBERMAN, LLC



Harold A. Oberman
Marvin I. Oberman
60 Markfield Drive, Suite 2
Charleston, SC 29407
(843) 577-7010

ATTORNEYS FOR THE DEFENDANT
KATHERINE KINLAW

Charleston, South Carolina

March 30, 2018.

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-10-0473

RAVEN RUN HOMEOWNERS ASSOCIATION, INC.,

PLAINTIFF

VS.

CROWN POINTE ASSOCIATION, INC.,
DEFENDANTS

Defendants, James B. Kubu and Melissa F. Kubu's Answer to Plaintiff's Amended Complaint and Counterclaim

FILED
2018 APR 25 AM 11:07
CHARLESTON COUNTY, SC

Answering the Amended Complaint of the Plaintiff, Defendants James B. Kubu and Melissa F. Kubu would state that:

1) Each and every allegation of the Plaintiff's Amended Complaint not specifically admitted is denied.

2) Except for the information contained in public records, Defendants James B. Kubu and Melissa F. Kubu, lack sufficient information to admit or deny the allegations in Paragraphs 1-14 and 16-36, and therefore denies the same and demands strict proof thereof.

3) Defendants James B. Kubu and Melissa F. Kubu admit Paragraphs 15 and 37-41.

4) As to Paragraphs 42 and 43, Defendants James B. Kubu and Melissa F. Kubu would claim reference to the whole document for the complete language.

5) As to Paragraph 44, Defendants James B. Kubu and Melissa F. Kubu would deny that the disputed areas are owned by Plaintiff and would ask Plaintiff to provide proof of same.

6) Defendants James B. Kubu and Melissa F. Kubu lack sufficient to admit or deny the allegations contained in Paragraph 45 -47 and Paragraphs 51-56 and therefore denies the same and demands strict proof thereof.

7) Defendants James B. Kubu and Melissa F. Kubu deny the allegations of Paragraph 48 and would crave reference to the Police Report mentioned in Paragraph 49 and 50 for the contents of the Police Report.

8) Defendants James B. Kubu and Melissa F. Kubu deny Paragraph 57 -61.

9) Defendants James B. Kubu and Melissa F. Kubu respond to Paragraph 62-64, 65, 70 and 75 as set forth above.

10) Defendants James B. Kubu and Melissa F. Kubu deny Paragraph 66-69, 71-74 and 76-80.

AS FURTHER DEFENSES AND BY WAY OF CLARIFICATION AND COUNTERCLAIM , Defendants James B. Kubu and Melissa F. Kubu WOULD ALLEGE AS FOLLOWS:

11) THAT the Defendants have repeatedly asked Plaintiff for the documents that outline the Plaintiff's ownership rights to disputed easement and have received none.

12) THAT the Deed into the Defendants James B. Kubu and Melissa F. Kubu reference the plat in which the disputed drainage easement is dedicated to the public.

13) THAT the Deed into Raven's Run references a plat dedicating sixty (60) foot drainage easement that does not reach to the Defendant's property nor the disputed property.

14) THAT the Deed into Raven's Run references a plat dedicating a sixty (60) foot drainage easement that does not reach Crown Pointe Subdivision nor the disputed property.

15) THAT prior to the institution of this lawsuit, Plaintiff had a survey performed which showed these easements did not extend to the disputed property not to the Crown Pointe owner's property line.

16) THAT Plaintiff undertook a course of action to hide that survey from members of

Crown Pointe, tried to shift the focus onto where the Crown Pointe lot lines end, and initiated this lawsuit in an effort to drive up costs for Crown Pointe lot owners such that they would concede property rights to Raven's Run.

17) THAT if Plaintiff does have a drainage easement on the disputed property, or similar property rights, they are obligated to maintain that easement and have failed to do so. The Kubus have expended their funds to maintain that easement and to prevent the same from becoming overgrown and hazardous.

18) THAT the Plaintiff has not been damaged by the actions of the Defendants James B. Kubu and Melissa F. Kubu .

19) THAT the Defendants James B. Kubu and Melissa F. Kubu have been damaged because of the above in the amount they have expended to maintain the easement and the amounts they have expended to defend this action.

20) THAT Plaintiff fails to state a cause of action in that it does not et forth how it owns enforceable property rights in the easement in dispute. Therefor, this Court should dismiss the case under Rule 12(b)(6) SCRCP.

WHEREFORE, Defendants James B. Kubu and Melissa F. Kubu pray the Amended Complaint of the Plaintiff be dismissed, that the property rights in disputed easement be determined along with the property line, that they be awarded damages on their counterclaim and that they be awarded attorney's fees and costs, and for other relief that this Court may award.

Edward K. Pritchard, Jr.

EDWARD K. PRITCHARD, JR.
P.O. Box 639
Sullivan's Island, SC 29482
(843) 971-7878
ekpjr@hotmail.com

ATTORNEY FOR THE DEFENDANTS,
James B. Kubu and Melissa F. Kubu

April 23, 2018
Mt. Pleasant, SC

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Raven's Run Homeowners Association, Inc., Plaintiff, vs. Crown Pointe Association, Inc.; Lois K. Novak, as Trustee of the Lois K. Novak Living Trust Dated 10/14/2013; Laurie T. Herron and Mark D. Herron; James B. Kubu and Melissa F. Kubu; Lelia June Johnson; Donna Ta and Anita McCauley, Robert E. Luby, Jr. and Barbara A. Luby; Joshua D. Coonce; Lucia Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Franklin Wooten, III; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Freilinghaus; Paul D. Rosenbeck and Katherine V. Rosenbeck; Shirley D. Spigner a/k/a Shirley Deanna Spigner; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves; Mary Elizabeth Gladden; Phillip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzales Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr. and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptchiko; Kenneth L. Tully and Anna J. Tully, Defendants.	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO. 2017-CP-10-0473 **DEFENDANT CROWN POINTE ASSOCIATION, INC.'S NOTICE OF MOTION AND MOTION TO DISMISS OR IN THE ALTERNATIVE FOR SUMMARY JUDGMENT**

YOU WILL PLEASE TAKE NOTICE that within ten days after service of this notice or as soon thereafter as it may be heard, Defendant Crown Pointe Association, Inc. ("Crown

Pointe") will move before this Honorable Court, pursuant to Rule 12(b)(6) or, in the alternative and to the extent this Court may consider evidence or documents outside of the pleadings, under Rule 56, SCRCP, for an Order dismissing all causes of action as against Crown Pointe for failure to state a claim, or in the alternative for an Order granting summary judgment to Crown Pointe on the grounds that there exist no genuine issues of material fact and that this Defendant is entitled to judgment as a matter of law.

In particular, this motion is further made on the following grounds:

1. Raven's Run Homeowner's Association, Inc. ("Raven's Run") has failed to state a claim for trespass as against Crown Pointe because there is no allegation that Crown Pointe, through its agents or representatives, physically trespassed upon the disputed property or otherwise instructed its membership to do so.

2. To the extent that Raven's Run has stated such a claim, it has failed to produce evidence that the alleged trespass was undertaken by Crown Pointe or at Crown Pointe's direction sufficient to create a genuine dispute of material fact.

3. Raven's Run has no proof of its ownership of the disputed property because the titles and plats offered are not sufficient to convey any interest in the disputed property to Raven's Run as a matter of law.

4. Raven's Run has filed to state a claim for nuisance against Crown Pointe because there is no allegation that Crown Pointe, through its agents or representatives, interfered with Plaintiff's quiet enjoyment, use, or ownership of the disputed property.

5. To the extent that Raven's Run has stated a claim for nuisance against Crown Pointe, it has no evidence that any nuisance was undertaken by Crown Pointe or at Crown Pointe's direction sufficient to create a genuine dispute of material fact.

6. Raven's Run has failed to allege the existence of a recognized legal duty owed to it by Crown Pointe.

7. Raven's Run lacks standing to compel Crown Pointe to enforce the Crown Pointe Covenants and Restrictions because Raven's Run is not the developer and does not own a lot in Crown Pointe, as required by the Crown Pointe Covenants and Restrictions.

8. Raven's Run has failed to set forth with adequate specificity the declaratory relief being sought, and cannot show that the adjudication requested will settle the legal rights of the parties.

This motion is based on the pleadings and exhibits filed and South Carolina common and statutory law, along with any affidavits, memoranda, oral argument, and any other competent evidence presented to the Court.

Respectfully Submitted,

BARNWELL WHALEY PATTERSON & HELMS

M. Dawes Cooke, Jr.
Anna L. Strandberg
288 Meeting Street, Ste. 200
P.O. Drawer H (29402)
Charleston, SC 29401
T: (843) 577-7700
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mdc@barnwell-whaley.com
astrandberg@barnwell-whaley.com

Attorneys for Defendant Crown Pointe Association, Inc.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CASE NO. 2017-CP-10-00473
COUNTY OF CHARLESTON	)	
	)	
Raven's Run Homeowners Association, Inc.,	)	
	)	
Plaintiff,	)	**MOTION FOR SUMMARY JUDGMENT**
vs.	)	
Crown Pointe Association, Inc., Lois K. Novak as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron, James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr., and Barbara Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Frankling Wooten, III, and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Springer a/k/a Shirly Deanna Springer; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr., and Terry W. Graves; Mary Elizabeth Gladden; Philip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr., and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully;	)	
Defendants.	)	

FILED
2018 AUG 20 PM 4:21
JULIE J. ARMSTRONG
CLERK OF COURT
BY

TO: THE ABOVE-NAMED DEFENDANTS

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, the Raven's Run Homeowner's Association, Inc., will move before the Honorable Mikell R. Scarborough for an Order granting it summary judgment as to the ownership of the property giving rise to this matter pursuant to Rule 56 SCRCP as to all remaining Defendants in this matter. This motion shall be and is supported by the Affidavits filed of record in this matter along with the attached items of which this court may take judicial notice:

1. Charleston County Parcel I.D. Map for Parcel 561-01-00-093;
2. Deed recorded in BookR163 at Page 134 transferring all right title and interest in the subject property from RAC Enterprises, Inc., to Raven's Run Homeowner's Association, Inc., as set forth there including all bodies and water;
3. Plat recorded in Plat Book BL at Page 057;
4. Deed recorded in Book T130 at Page 205 transferring real property from Yaupon Plantation Investors to RAC Enterprises, Inc.;
5. Deed recorded in Book L140 at Page 744 transferring real property from Yaupon Plantation Investors to RAC Enterprises, Inc.;
6. Deed recorded in Book L140 at Page 746 transferring real property from Yaupon Plantation Investors to RAC Enterprises, Inc.;
7. The Covenants and Restrictions for Crowne Point Subdivision recorded in Book 0158 at Page 414 and as amended in Book 0159 at Page 492 and Book 1392 at Page 700 as relates to the use of the lakes systems and land at the rea of the Lot lines of the Defendants remaining in this case; and
8. Answer of Crown Pointe Association, Inc., filed April 12, 2018, admitting the validity of the Covenants and Restrictions for Crowne Point Subdivision and there

having been of record since August 29, 1986, and as that Answer further craves reference to those Covenants and Restrictions for Crowne Point Subdivision and as admitted that a surveyor was hired by Crowne Pointe to confirm the location of lot lines.

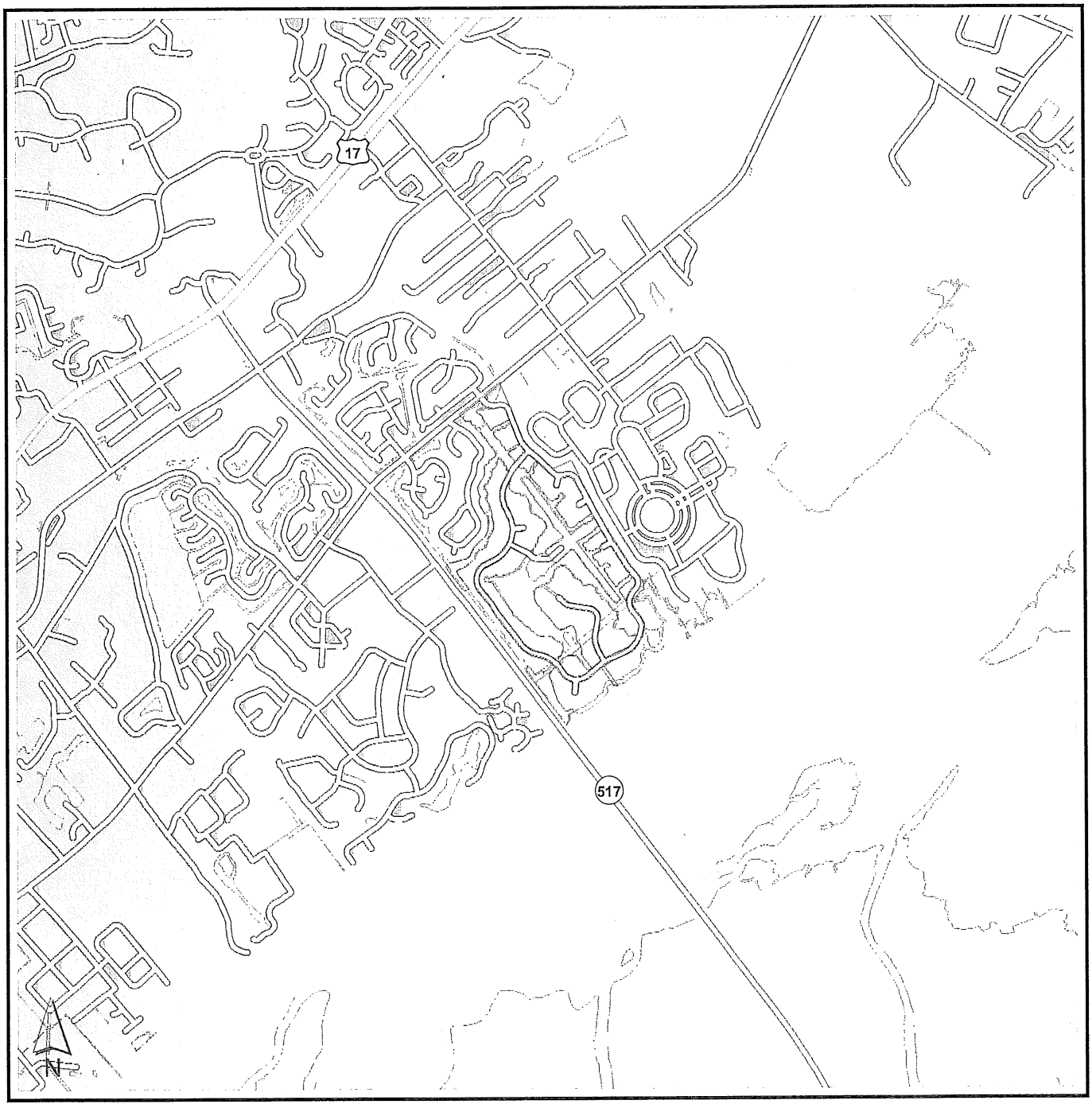
Pursuant to Rule 11 SCRCP, there is no duty of consultation connected with the filing of this Motion.

This Motion shall be further supported by affidavits and memoranda filed prior to said hearing.

Please be present to defend if so minded.

Mt. Pleasant, South Carolina
August 27th, 2018

G. Hamlin O'Kelley, III,
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
T: (843) 856-4488
F: (843) 856-0613
Hamlin.okelley@buistbyars.com
Attorney for Plaintiff



Charleston County SC

0 1,250 2,500 5,000 Feet

1 inch = 2,066 feet

Parcel ID: 5610100093
OWNER1: RAVEN'S RUN HOMEOWNERS ASS
ACREAGE: 46.00
PLAT_BOOK_PAGE: BN-191
DEED_BOOK_PAGE: R163-134
Jurisdiction: COUNTY OF CHARLESTON, TOWN OF MT PLEASANT

CHARLESTON COUNTY
SOUTH CAROLINA

Note: The Charleston County makes every effort possible to produce the most accurate information. The layers contained in the map service are for information purposes only. The Charleston County makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The County explicitly disclaims all representations and warranties. The reader agrees to hold harmless the Charleston County for any cause of action and costs associated with any causes of action which may arise as a consequence of the County providing this information.

Author: Charleston County SC
Date: 8/9/2018

BK R 163PG134

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS RAC Enterprises, Inc.

hereinafter referred to as grantor(s) in consideration of One ($1.00) dollar being the true and full consideration

the receipt of which is hereby acknowledged, have granted, bargained, sold and released and by these presents do(es) grant, bargain, sell and release unto Raven's Run Homeowners Association, Inc. hereinafter referred to as grantee(s), its successors and assigns forever, the following described real property:

All those certain roads, streets and street rights-of-way, walkway, sewer pump station site and any and all lakes or bodies of water, saving and excepting those which are excluded within specific residential lot lines; as to said bodies of water which are contained within residential lot lines, the grantor does hereby give and grant, in perpetuity, an ingress-egress easement through same for the benefit and purposes of the grantee, the same not being exclusive, but held in common with any and all lot owners of record in Raven's Run Subdivision and/or the County of Charleston, for drainage purposes. All of said above described parcels of land and/or water are shown on a certain plat of Raven's Run Subdivision, Phase III, prepared by Keith R. Ruddy, RLS dated August 26, 1986, the same thereafter being duly recorded in the RMC Office for Charleston County in Plat Book BB at page 37.

THE above described bodies of land and/or water are part of the property conveyed to the Grantor by deeds of Yaupon Plantation Investors, a Partnership dated February 18, 1983 and recorded in Book T130 at page 205, by deed dated November 30, 1983 and recorded in Book T140 at page 744 and by deed dated October 2, 1984 and recorded in Book L140 at page 746, RMC Office for Charleston County.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; To Have and to Hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and assigns, against grantor(s) and every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand(s) and seal(s) this 16th day of January 19 87

SIGNED, sealed and delivered in the presence of:

RAC Enterprises, INC. (SEAL)

By: (SEAL)

Its: Secretary (SEAL)

PROBATE

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s), sign, seal and as the grantee's(s') act and deed deliver the within written deed and that Deponent, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 16th day of January 19 87

(SEAL) Christine D. Hauke

Notary Public for South Carolina

My Commission Expires: 19 2/15/99

Grantee's Address: P. O. BOX 653
MC. Pleasant, SC 29464

T.M.S. # 561-01-00-093

Baxter B. Kelly, III

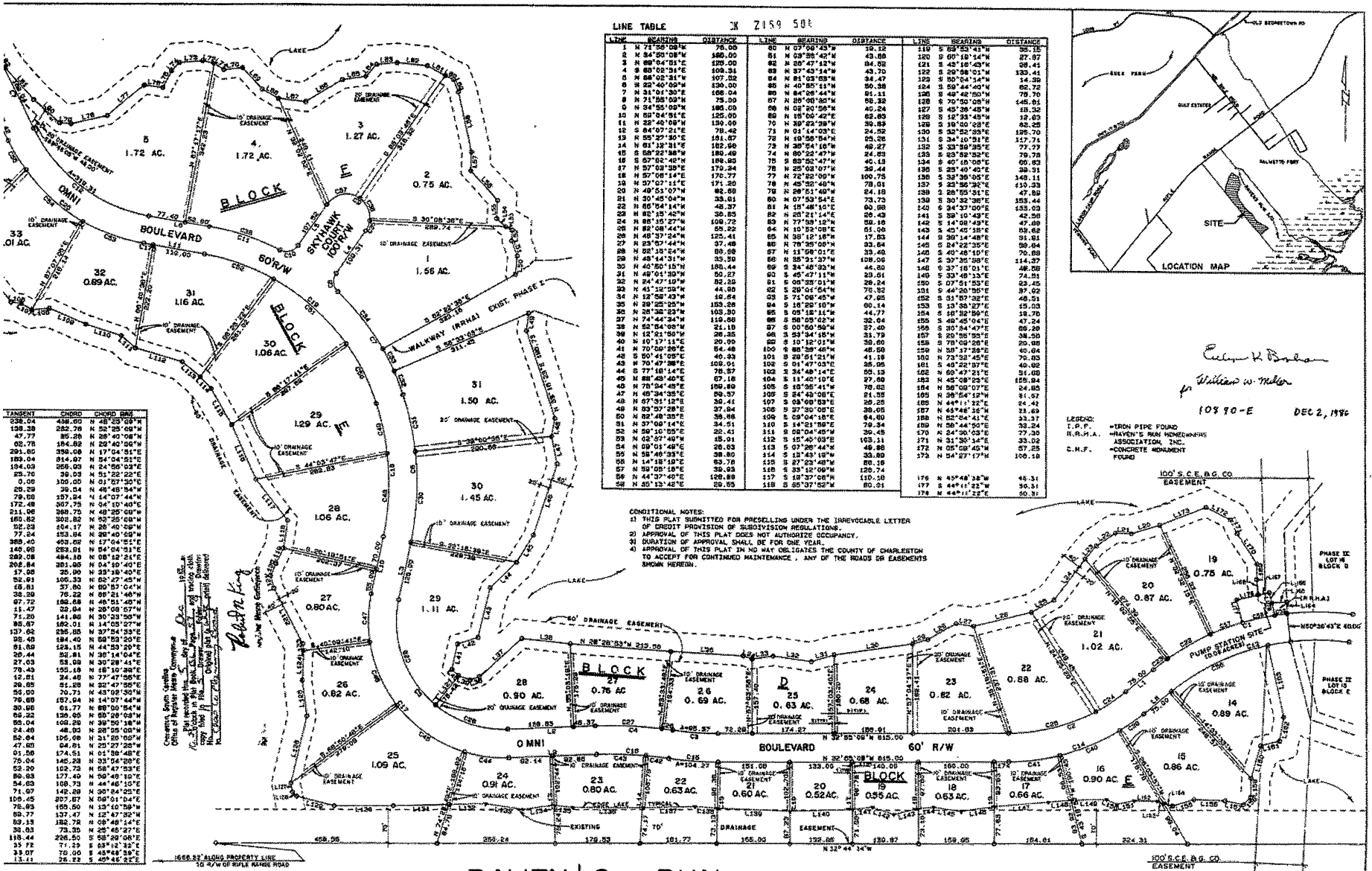
BK R 163 PG 135

Fee

FILED, INDEXED & RECORDED
R163-134
1987 APR -1 PM 4:17
ROBERT N. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

TMS VERIFIED
DAC 20-
DTD 4-2-87
561-01-00-023

Recorded this 1st day of April 19 87
On Property Record Card
Pauline A. Hoyer
Auditor Charleston County



LINE	BEARING	DISTANCE
1	N 71°56'08"W	75.00
2	N 84°55'08"W	180.00
3	N 89°04'52"W	125.00
4	S 85°02'24"E	109.31
5	N 88°02'31"W	107.52
6	N 22°40'09"W	130.00
7	N 31°04'30"E	186.04
8	N 71°55'09"W	75.00
9	N 84°55'08"W	186.08
10	S 89°04'52"W	125.00
11	N 22°40'09"W	130.00
12	S 84°07'21"E	78.42
13	N 55°27'30"E	181.67
14	N 61°13'21"E	182.98
15	S 68°22'38"W	189.49
16	S 67°52'48"W	156.85
17	N 57°03'38"E	179.24
18	N 57°05'14"E	178.77
19	N 57°07'11"E	171.20
20	N 49°53'07"W	82.68
21	N 30°45'04"W	33.01
22	N 65°04'14"W	48.37
23	N 82°15'42"W	36.85
24	N 88°15'27"W	108.72
25	N 82°08'44"W	55.52
26	N 49°37'24"W	125.41
27	N 23°57'44"W	37.48
28	N 58°15'24"W	88.68
29	N 48°44'31"W	33.59
30	N 49°50'15"W	188.44
31	N 48°01'30"W	56.27
32	N 24°47'12"W	82.59
33	N 41°32'39"W	44.95
34	N 12°58'43"W	18.64
35	N 29°25'25"W	153.28
36	N 38°32'23"W	103.90
37	N 74°44'34"W	119.88
38	N 52°54'08"W	21.19
39	N 12°54'55"W	26.55
40	N 10°17'11"E	20.00
41	N 70°00'26"E	84.48
42	N 60°41'05"E	46.39
43	N 70°47'26"E	102.01
44	S 77°18'14"E	78.57
45	N 88°48'46"E	67.18
46	N 75°04'49"E	156.89
47	N 48°34'35"E	59.57
48	N 67°31'12"E	36.41
49	N 83°57'28"E	37.84
50	N 82°48'35"E	38.86
51	N 37°09'14"E	34.51
52	N 50°10'25"E	22.41
53	N 82°37'40"W	18.91
54	N 09°01'48"E	26.83
55	N 58°48'33"E	38.80
56	N 14°18'19"E	63.78
57	N 59°05'15"E	38.93
58	N 44°37'40"E	126.88
59	N 35°13'42"E	29.55
60	N 07°06'43"W	19.12
61	N 03°38'42"W	43.88
62	N 28°47'12"W	84.52
63	N 37°43'14"W	43.70
64	N 81°03'58"W	34.47
65	N 01°55'11"W	50.38
66	N 84°09'44"W	24.11
67	N 28°08'30"W	58.32
68	N 02°20'56"W	40.24
69	N 15°06'42"E	62.83
70	N 39°23'39"W	39.83
71	N 01°44'03"E	24.52
72	N 10°58'54"W	25.26
73	N 39°54'16"W	49.27
74	N 80°22'47"W	24.83
75	S 89°52'47"W	40.13
76	N 25°03'07"W	39.44
77	N 72°22'09"W	100.75
78	N 45°52'49"W	78.01
79	N 28°51'49"W	24.18
80	N 07°53'54"E	78.73
81	N 15°48'10"E	60.98
82	N 28°21'14"E	26.43
83	N 77°59'12"E	59.18
84	N 10°52'08"E	51.08
85	N 38°12'16"W	17.83
86	N 79°35'08"W	33.84
87	N 15°19'07"E	39.48
88	N 85°21'37"W	108.06
89	S 24°48'33"W	44.80
90	S 45°47'11"W	23.81
91	S 06°35'01"W	29.24
92	S 26°04'54"W	76.82
93	S 71°08'45"W	47.85
94	S 18°22'10"W	60.14
95	S 05°15'11"W	44.77
96	S 58°05'02"W	32.04
97	S 00°50'56"W	37.40
98	S 33°04'14"W	31.79
99	S 10°12'01"W	36.80
100	S 85°39'46"W	46.58
101	S 29°51'21"W	41.18
102	S 01°47'03"E	25.05
103	S 24°48'14"E	55.13
104	S 11°40'10"E	27.80
105	S 45°35'41"W	70.82
106	S 24°43'08"E	21.35
107	S 88°09'53"E	26.25
108	S 27°30'08"E	38.05
109	S 62°04'47"E	94.80
110	S 14°21'59"E	79.34
111	S 68°04'45"W	29.45
112	S 45°05'03"E	103.11
113	S 07°26'44"W	49.88
114	S 13°43'19"W	33.80
115	S 27°23'48"W	88.19
116	S 33°12'09"W	126.74
117	S 19°37'08"W	110.10
118	S 85°37'52"W	80.01
119	S 69°53'41"W	35.15
120	N 9°00'19"W	27.97
121	S 43°16'43"W	98.41
122	S 29°58'01"W	133.41
123	S 80°04'14"W	14.36
124	S 59°44'40"W	62.72
125	S 49°42'50"W	79.70
126	S 70°50'08"W	145.81
127	S 45°38'48"W	18.32
128	S 12°33'48"W	12.03
129	S 38°00'22"E	83.28
130	S 52°52'38"E	125.70
131	S 34°10'31"E	147.71
132	S 33°39'35"E	77.79
133	S 23°52'52"E	79.78
134	S 40°18'08"E	66.83
135	S 25°40'45"E	38.91
136	S 32°36'05"E	148.11
137	S 22°56'32"E	110.33
138	S 26°55'31"E	47.89
139	S 30°32'38"E	183.46
140	S 39°37'00"E	133.03
141	S 39°10'43"E	42.58
142	S 14°08'43"E	47.89
143	S 45°40'38"E	58.62
144	S 36°14'48"E	51.61
145	S 24°22'35"E	98.04
146	S 46°48'10"E	70.88
147	S 37°35'38"E	114.37
148	S 32°18'01"E	48.58
149	S 33°48'33"E	74.81
150	S 07°51'55"E	23.25
151	S 44°20'55"E	87.02
152	S 31°57'32"E	48.51
153	S 13°36'27"E	15.03
154	S 10°32'59"E	18.70
155	S 49°45'04"E	47.24
156	S 30°34'47"E	86.29
157	S 20°36'55"E	38.59
158	S 78°09'26"E	29.08
159	N 58°37'28"E	40.04
160	N 73°32'45"E	76.05
161	S 49°22'07"E	49.92
162	N 69°47'21"E	34.08
163	N 45°08'23"E	158.84
164	N 56°30'07"E	84.65
165	N 38°54'12"W	81.97
166	N 44°11'22"E	24.42
167	N 65°46'26"W	23.69
168	S 52°04'41"E	33.37
169	N 56°44'50"E	33.24
170	N 24°30'03"E	77.30
171	N 31°30'14"E	33.02
172	N 05°08'45"W	57.25
173	N 54°27'17"W	106.18
176	N 45°48'38"W	46.31
177	S 44°11'22"W	30.31
178	N 44°11'22"E	30.31

CURVE	RADIUS	ARC	CHORD	CHORD BRG
C1	238.04	436.60	436.60	N 48°23'09"W
C2	158.38	282.78	282.78	N 52°25'00"W
C3	47.77	85.26	85.26	N 26°40'08"W
C4	62.78	184.82	184.82	N 29°40'09"W
C5	291.80	398.06	398.06	N 17°04'51"E
C6	183.04	214.87	214.87	N 54°04'51"E
C7	194.03	256.03	256.03	N 24°55'03"E
C8	25.70	39.03	39.03	N 51°22'22"E
C9	0.00	125.00	125.00	N 01°07'30"E
C10	28.29	39.54	39.54	N 48°48'54"W
C11	79.88	157.94	157.94	N 14°07'44"W
C12	172.48	367.75	367.75	N 04°10'40"E
C13	211.06	288.73	288.73	N 48°25'00"W
C14	160.82	302.82	302.82	N 52°25'09"W
C15	92.33	464.17	464.17	N 26°40'09"W
C16	77.24	153.84	153.84	N 28°40'09"W
C17	388.40	458.58	458.58	N 17°04'51"E
C18	148.98	282.81	282.81	N 54°04'51"E
C19	282.08	484.18	484.18	N 08°12'24"E
C20	202.84	381.95	381.95	N 04°10'40"E
C21	17.98	35.98	35.98	N 33°18'40"E
C22	52.91	106.33	106.33	N 62°27'45"W
C23	48.81	97.86	97.86	N 60°53'04"W
C24	38.38	76.72	76.72	N 89°21'46"W
C25	97.72	189.68	189.68	N 46°51'48"W
C26	13.47	28.04	28.04	N 28°08'57"W
C27	71.20	141.98	141.98	N 30°23'56"W
C28	88.87	182.01	182.01	N 14°05'27"W
C29	137.62	236.85	236.85	N 37°54'33"E
C30	98.48	194.40	194.40	N 58°53'20"E
C31	61.58	123.15	123.15	N 44°53'20"E
C32	28.44	52.81	52.81	N 30°14'04"E
C33	27.03	53.98	53.98	N 30°28'44"E
C34	79.43	155.19	155.19	N 18°10'39"E
C35	12.81	24.48	24.48	N 77°47'56"E
C36	28.85	51.28	51.28	N 32°47'55"E
C37	56.00	70.71	70.71	N 43°09'30"W
C38	79.88	157.94	157.94	N 14°07'44"W
C39	30.98	61.77	61.77	N 88°09'54"W
C40	65.32	126.95	126.95	N 55°29'09"W
C41	58.04	108.28	108.28	N 39°50'18"W
C42	24.48	48.93	48.93	N 88°25'00"W
C43	52.64	106.08	106.08	N 31°20'00"W
C44	47.65	94.81	94.81	N 25°27'28"W
C45	91.58	174.51	174.51	N 01°56'48"E
C46	75.04	145.23	145.23	N 33°54'26"E
C47	52.20	102.73	102.73	N 58°47'53"E
C48	89.83	177.49	177.49	N 56°40'19"E
C49	54.63	108.73	108.73	N 44°46'15"E
C50	71.97	142.88	142.88	N 30°24'25"E
C51	108.45	207.87	207.87	N 08°01'04"E
C52	75.83	159.50	159.50	N 13°10'59"W
C53	59.77	117.47	117.47	N 12°47'39"W
C54	83.13	182.72	182.72	N 08°46'14"E
C55	36.83	73.35	73.35	N 25°45'27"E
C56	118.44	226.50	226.50	S 58°29'08"E
C57	35.75	71.29	71.29	S 63°12'32"E
C58	33.07	70.00	70.00	S 45°46'59"E
C59	13.41	26.72	26.72	S 49°46'22"E

CONDITIONAL NOTES:
1) THIS PLAT SUBMITTED FOR PRESELLING UNDER THE IRREVOCABLE LETTER OF CREDIT PROVISION OF SUBDIVISION REGULATIONS.
2) APPROVAL OF THIS PLAT DOES NOT AUTHORIZE OCCUPANCY.
3) DURATION OF APPROVAL SHALL BE FOR ONE YEAR.
4) APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT FOR CONTINUED MAINTENANCE, ANY OF THE ROADS OR EASEMENTS SHOWN HEREON.

LEGEND:
I.P.F. = IRON PIPE FOUND
R.R.H.A. = RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.
C.M.F. = CONCRETE MONUMENT FOUND

I, KEITH K. RUDDY, A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH CAROLINA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON, THAT THIS PLAT SHOWS ITS TRUE DIMENSIONS, THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED, AND THE PRECISION OF THE SURVEY IS 1:10,000.

Keith K. Ruddy
KEITH K. RUDDY, R.L.S. S.C. REG. NO. 9479

RAVEN'S RUN

CHRIST CHURCH PARISH, CHARLESTON COUNTY, S.C.
PHASE III
PLAT SHOWING LOTS 19-31, BLOCK "D" AND LOTS 1-5, BLOCK "F" AND LOTS 14-35, BLOCK "E". ACREAGE SHOWN HEREON 44.507 ACRES.
SCALE 1" = 100' AUGUST 26, 1986

SCALE IN FEET

NOTES:
1) T.M.S. No. 881-0-0-31.
2) ALL PROPERTY CORNERS MARKED WITH IRON PIPES UNLESS OTHERWISE NOTED.
3) REFERENCE PLAT BY E.M. SEABROOK, JR., INC., DATED OCT. 23, 1982, RECORDED IN P. B. AM PG. 153.
4) OWNER OF THIS PROPERTY IS RAC ENTERPRISES, INC.
5) THIS PLAT SUPERCEDES CONDITIONAL PLAT BY KEITH K. RUDDY, DATED FEB. 18, 1985 (REVISED JULY 4, 1985), RECORDED IN P. B. BE PG. 144.
6) REFERENCE PLAT BY E. M. SEABROOK, JR., INC., DATED JUNE 10, 1975, RECORDED IN P. B. AV PG. 50.
7) REFERENCE PLAT BY CEDARDALE SURVEYING, DATED OCT. 2, 1984 (UNRECORDED).
8) ALL ROADS & DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.

100' S.C.E.&G.CO EASEMENT

BY THE RECORDING OF THIS PLAT, THE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER.

Carl E. Beck, President
RAC ENTERPRISES, INC.

K L 1407744

STATE OF SOUTH CAROLINA.

COUNTY OF CHARLESTON

CONFIRMATORY DEED

TITLE TO REAL ESTATE

Know All Men by These Presents:

That YAUPON PLANTATION INVESTORS, A LIMITED PARTNERSHIP, in the State aforesaid, in consideration of the sum of One & 00/100 DOLLARS, to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s) (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said R.A.C. ENTERPRISES, INC., its Successors and Assigns, forever, the following described property, to-wit:

ALL THAT CERTAIN PIECE, parcel or tract of land, together with any and all improvements thereon, situate, lying and being in Christ Church Parish, County of Charleston, State of South Carolina, being designated and shown as "59.13 ACRES" of highland and "58.50 ACRES" of marshland as shown on a Plat entitled: "Christ Church Parish, Charleston County, South Carolina. Plat of a Tract of Land Containing 59.13 Acres of Highland and 58.50 Acres of Marshland, Owned by Yaupon Plantation Investors, A Partnership", by E.M. Seabrook, Jr., Inc., dated October 20, 1982 and recorded January 17, 1983 in Plat Book AW, Page 133, in the R.M.C. Office for Charleston County.

SAID PARCELS having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully and at large appear.

SUBJECT TO two twenty-five (25') foot drainage easements as will by reference to said Plat more fully and at large appear.

BEING A PORTION OF THE PROPERTY conveyed to the Grantor by Deed of Lester A. Wilson, Jr., et al, dated March 5, 1976, and recorded March 5, 1976, in Book W-108, Page 247 in the R.M.C. Office for Charleston County.

THIS DEED IS BEING EXECUTED BY HARRY W. THOMPSON AS ONE OF THE FOUR GENERAL PARTNERS OF THE GRANTOR IN ORDER TO RATIFY AND CONFIRM THE DEED PREVIOUSLY EXECUTED BY THE PARTNERSHIP BY DONALD T. RUTLEDGE, JOHN H. DISHER, III AND ROBERT E. SMITH, SINCE THE LIMITED PARTNERSHIP AGREEMENT REQUIRES THAT ALL FOUR GENERAL PARTNERS SIGN THE DEED. RECORDED IN BOOK T130 PAGE 205 FEB. 18, 1983

TMS No. 561-00-00-080

GRANTEE(S)' ADDRESS P.O.Box 663, Mt. Pleasant, SC 29464

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 and all singular the said Premises before mentioned unto the grantee(s) hereinabove named, and grantee's(s') Heirs, Successors, and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s') Heirs, Successors, and Assigns against the grantor(s) and the grantor's(s') Heirs, Successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the grantor's(s') hand(s) and seal(s) this 30 day of June in the year of our Lord One Thousand Nine Hundred and Eighty-Three.

Signed, Sealed and Delivered in the Presence of

(1) Margaret C. Gibson

(2)

YAUPON PLANTATION INVESTORS, A LIMITED PARTNERSHIP L. S.

By Harry W. Thompson L. S.

HARRY W. THOMPSON, General Partner L. S.

L. S.

State of South Carolina,

COUNTY OF CHARLESTON

Personally appeared before me the undersigned witness who being sworn, says that (s)he saw the within named grantor(s) sign, seal and as grantor's(s') act and deed, deliver the within written deed, and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

Sworn to before me this 30 day of June A. D. 19 83

(3) L. S.

Notary Public for South Carolina

My Commission Expires: 4-25-93

(1 or 2) Margaret C. Gibson

(Signature of 1st or 2nd Witness)

Hawkins & Morris
Attorneys at Law
140 East Bay Street
Charleston, South Carolina 29401

Title — not examined -- L 140PG745 4.00
examined ----

FILED, INDEXED & RECORDED
L140-744
1984 OCT -3 PM 1:12
ROBERT N. KING
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C

Baxter B. Kelly, III

TMS VERIFIED
BAC
DTD 10/4/84
$41.00 00.080

The State of South Carolina

COUNTY OF

TO

Address

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court for County.

I hereby certify that the within Deed has been this 3rd day of Oct A.D. 1984, Recorded in Book of Deeds, page "" Auditor for County.

ON PROPERTY RECORD CARD

CHARLESTON

State of South Carolina,

RENUNCIATION OF DOWER

County of

I, the Undersigned Notary Public, do hereby certify unto all whom it may concern that Mrs. (4)
wife of the within named grantor, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named grantee(s), grantee's(s') Heirs, Successors, and Assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this
day of A. D. 19
(3) (L. S.)

(4)
(Signature of Wife)

Notary Public for South Carolina

My Commission Expires:

BK L 140PG746

STATE OF SOUTH CAROLINA,

COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

Know All Men by These Presents:

That YAUPON PLANTATION INVESTORS, A Partnership

in the State aforesaid, in consideration of the sum of One Million One Hundred Sixty-Four Thousand and no/100 ($1,164,000.00) dollars to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s) (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said R.A.C. ENTERPRISES, INC., its successors and assigns, forever, the following described property, to-wit:

ALL THAT piece, parcel or tract of land, together with improvements thereon, located in Christ Church Parish, Charleston County, South Carolina, and shown and designated as "194.15 ACRES HIGHLAND" and "127.72 ACRES" of marshland on a plat entitled: "CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA, A COMPOSITE PLAT OF TWO TRACTS, ONE CONTAINING 59.13 ACRES OF HIGHLAND AND 58.50 ACRES OF MARSHLAND IS OWNED BY R.A.C. ENTERPRISES, INC., THE OTHER CONTAINING 194.15 ACRES OF HIGHLAND AND 127.72 ACRES OF MARSHLAND IS OWNED BY YAUPON PLANTATION INVESTORS, A PARTNERSHIP", dated March 21, 1984, and recorded April 4, 1984, in Book AZ, Page 141 in the R.M.C. Office for Charleston County, South Carolina.

SAID PARCELS having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

IT IS UNDERSTOOD THAT THE GRANTOR HEREBY CONVEYS 194.15 ACRES OF HIGHLAND WITH COVENANT AND GENERAL WARRANTY, AND THAT IT CONVEYS ALL ITS RIGHT, TITLE, INTEREST AND ESTATE, IN AND TO THE 127.72 ACRES OF MARSHLAND WITHOUT ANY WARRANTY.

SAID Property is subject to restrictions and easements of record.

BEING a portion of the property conveyed to the Grantor by deed of Lester A. Wilson, Jr., et al, dated March 5, 1976, and recorded March 5, 1976 in Book W-108, Page 247 in the R.M.C. Office for Charleston County.

1, 2 and 3 have been abandoned.

TMS No. 56-00-00-031(also includes TMS Nos. 075 and 076; the lot lines for lots

GRANTEE(S)' ADDRESS: P.O.Box 663, Mt. Pleasant, SC29464

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 and all singular the said Premises before mentioned unto the grantee(s) hereinabove named, and grantee's(s') Heirs, Successors, and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') Heirs, Successors, Executors and Administrators to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s') Heirs, Successors, and Assigns against the grantor(s) and the grantor's(s') Heirs, Successors, and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the grantor's(s') hand(s) and seal(s) this 2 day of Oct. in the year of our Lord One Thousand Nine Hundred and Eighty-Four. YAUPON PLANTATION INVESTORS, A Partnership

Signed, Sealed and Delivered in the Presence of

(1) _____

(2) _____

By: _____ L. S.
John H. Disher, III, General Partner

By: _____ L. S.
Donald T. Rutledge, General Partner

By: _____ L. S.
Robert E. Smith, General Partner

By: _____ L. S.
Barry W. Thompson, General Partner

State of South Carolina,

COUNTY OF Charleston

Personally appeared before me the undersigned witness who being sworn, says that (s)he saw the within named grantor(s) sign, seal and as grantor's(s') act and deed, deliver the within written deed, and that (s)he, with the other witness above subscribed, witnessed the execution thereof.

Sworn to before me this 2d day of Oct. A. D. 19 84

(3) _____ L. S.

Notary Public for South Carolina

My Commission Expires: 4-25-93

(1 or 2) _____
(Signature of 1st or 2nd Witness)

Hawkins & Morris
Attorneys at Law
141 East Bay Street
Charleston, South Carolina 29401

Title — not examined ---- BK 1 140 PG 747
examined ----

FILED, INDEXED & RECORDED
L140-746
1984 OCT -3 PM 1:12
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C

4.00
2328.00
1280.40
3612.40

TMS VERIFIED
BY ZK
DTD 10-4-84
561-00-00-03

Baxter B. Kelly, III

330.00

The State of South Carolina

COUNTY OF

TO

Address

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court for County.

I hereby certify that the within Deed has been this 3rd day of Oct 1984. Recorded in Book PROPERTY RECORD CARD of Deeds, page

Pauline L. Hogan
Auditor County.

CHARLESTON



State of South Carolina,

RENUNCIATION OF DOWER

County of

I, the Undersigned Notary Public, do hereby certify unto all whom it may concern that Mrs. (4)
wife of the within named grantor, did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named grantee(s), grantee's(s') Heirs, Successors, and Assigns, all her interest and estate, and also all her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this
day of , A. D. 19
(3) (L. S.)

(4)
(Signature of Wife)

Notary Public for South Carolina

My Commission Expires:

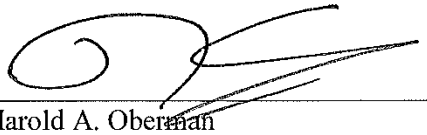
STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2017-CP-10-0473
RAVEN RUN HOMEOWNERS ASSOCIATION, INC.,	)	
Plaintiff,	)	
vs.	)	**DEFENDANT KATHERINE KINLAW'S MOTION TO JOIN IN DEFENDANT CROWN POINTE ASSOCIATION, INC.'S MOTION TO DISMISS OR IN THE ALTERNATIVE FOR SUMMARY JUDGMENT**
CROWN POINTE ASSOCIATION, INC., ET AL.,	)	
Defendants.	)	

TO: G. HAMLIN O'KELLEY, III, ESQUIRE OF BUIST, BYARS & TAYLOR, LLC AND MARIE K. BREES, ESQUIRE AND JUSTIN M. McGEE, ESQUIRE OF McGEE LAW FIRM, LLC, ATTORNEYS FOR THE PLAINTIFFS

The Defendant above-named would join in the Motion of Defendant, Crown Pointe Association, Inc.'s Motion to Dismiss or in the Alternative for Summary Judgment dated August 16, 2018 in this case.

This Motion is based on the assertions of the previous motions, particularly, this Defendant joins in on grounds 3, 7, and 8. This Defendant will further rely on public records for this Motion.

OBERMAN & OBERMAN, LLC



Harold A. Oberman
60 Markfield Drive, Suite 2
Charleston, SC 29407
(843) 577-7010

ATTORNEYS FOR THE DEFENDANT
KATHERINE KINLAW

Charleston, South Carolina
August 21, 2018.

f:\ob\kinlaw1019\pleadings\dismiss.mot

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	CASE NO. 2017-CP-10-00473
COUNTY OF CHARLESTON	)	
	)	
Raven's Run Homeowners Association, Inc.,	)	
	)	
	)	
Plaintiff,	)	**MOTION TO RECONSIDER**
	)	
vs.	)	
	)	
Crown Pointe Association, Inc., Lois K. Novak as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron, James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr., and Barbara Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Frankling Wooten, III, and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Springer a/k/a Shirly Deanna Springer; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr., and Terry W. Graves; Mary Elizabeth Gladden; Philip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr., and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully;	)	
	)	
Defendants.	)	

FILED
2017 NOV 28 AM 11:53
JULIE J. ARMSTRONG
CLERK OF COURT

TO: THE HONORABLE MIKELL R. SCARBOROUGH
MASTER IN EQUITY FOR CHARLESTON COUNTY

YOU WILL PLEASE TAKE NOTICE that pursuant to Rule 59(e) of the South Carolina Rules of Civil Procedure, the Plaintiff, the Raven's Run Homeowner's Association, Inc., will move before the Honorable Mikell R. Scarborough, within ten (10) days after service hereof, or as soon thereafter as counsel may be heard, for an Order modifying or reversing the Court's Order dated October 31, 2018 and filed with the Court on November 8, 2018, and received by counsel for the Plaintiff on November 19, 2018. The Court's findings stated Raven's Run does not own all property up to the individual lot lines of the Crown Pointe owners and that it does not own the disputed property immediately to the east of the lots in question. However, the Charleston County Parcel I.D. Map for Parcel 561-01-00-093 and Deed recorded in BookR163 at Page 134 transfer all right title and interest in the subject property from RAC Enterprises, Inc., to Raven's Run Homeowner's Association, Inc., as set forth there including all bodies and water.

The Court did not properly consider the full panoply of plats, deeds, Restrictive Covenants for Crown Pointe, and the acquiescence and estoppel by deed of the remaining Defendants in this case whereby the remaining Defendants agreed by deed and contract as to which entities owns the property in question and which Covenants prohibit these Defendants' usage of the lakes and the property in question. Both the deeds transferring the lakes and surrounding property to Ravens Run and restricting Crown Pointe owners' from use were from RAC Enterprises, Inc., whose members and shareholders intended for the lakes and surrounding property to be owned by Ravens Run, and not by Crown Pointe or its owners.

Specifically, the Court did not fully consider that deed recorded in book E150 at Page 875 in the Register of Deeds Office for Charleston County on December 11, 1985.

The Motion will be supported by all memoranda, briefs, and other documentation to be submitted to the Court prior to the hearing.

The Plaintiff would ask that this Court grant their motion to reconsider, void the Court's Order and hold a trial on the merits of this case, including the claims against these remaining Defendants for trespass.

Pursuant to Rule 11 SCRCP, there is no duty of consultation connected with the filing of this Motion.

This Motion shall be further supported by affidavits and memoranda filed prior to said hearing.

Please be present to defend if so minded.

Mt. Pleasant, South Carolina

November 26, 2018

G. Hamlin O'Kelley, III,
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
T: (843) 856-4488
F: (843) 856-0613
Hamlin.okelley@buistbyars.com
Attorneys for the Plaintiff

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

Raven's Run Homeowners Association, Inc.,

Plaintiff,

vs. CASE NO. 2017-CP-10-0473

Crown Pointe Association, Inc., et al.,

Defendants.

Hearing before the Honorable Mikell R. Scarborough, reported by Christine A. Smith, Court Reporter and Notary Public, at 9:39 a.m. on August 28, 2018 at 100 Broad Street, Courtroom 2A, Charleston, South Carolina.

Christine A. Smith, Court Reporter
Master-in-Equity
P.O. Box 30276
Charleston, SC 29417
(843) 958-5071
casmith@charlestoncounty.org

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF:

G. Hamlin O'Kelley, III, Esq.
Buist Byars & Taylor, LLC
652 Coleman Boulevard
Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Hamlin.okelley@buistbyars.com

ATTORNEYS FOR THE DEFENDANT:

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Obermanlaw@bellsouth.net

Edward K. Pritchard, Jr., Esq.
Law Office of Edward K. Pritchard
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(843) 971-7878
Ekpjr@notmail.com

Dawes Cooke, Esq.
Anna Strandberg, Esq.
Barnwell Whaley
P.O. Drawer H
Charleston, SC 29402
(843) 577-7700
Astrandberg@barnwell-whaley.com

Jeffrey Spell, Esq.
Law Office of Jeffrey Spell
1721 Ashley River Road
Charleston, SC 29407
(843) 452-3553
Jeff@jeffspell.com

P R O C E E D I N G S

THE COURT: So folks we're here today -- this is for the case captioned Raven's Run HOA versus Crown Pointe Association, Inc., et al. We have the case scheduled for trial, actually for two days, today and tomorrow. The case number is 2017-CP-10-473. I know Mr. Hamlin O'Kelley's here for the Plaintiff, Raven's Run.

Mr. Cooke, you're here for Crown Pointe, are you not, sir?

MR. COOKE: Yes, along with Anna Strandberg.

THE COURT: Ms. Strandberg, good morning.

MS. STRANDBERG: Good morning.

THE COURT: I've got some summary judgment motions and memoranda from you-all. I appreciate that. Also, Mr. Spell, Jeff Spell, you're representing whom, sir?

MR. SPELL: Leila Johnson, and I'm also representing two homeowners, Davis and Melchor, however, we have reached an agreement to dismiss Davis and Melchor this morning.

THE COURT: Okay.

MR. SPELL: I've filed a dismissal, so today I'm here with Leila Johnson, who is one of the

owners.

THE COURT: Very good. And Mr. Oberman, you're here on behalf of whom, sir?

MR. OBERMAN: Katherine Kinlaw.

THE COURT: All right. And Mr. Pritchard?

MR. PRITCHARD: James and Melissa Kubu.

THE COURT: Very good.

MR. O'KELLEY: Your Honor, just before we get to any motions in this case, Mr. Cooke's client and my clients have reached a settlement that we would like to put on the record if that's all right with Your Honor.

THE COURT: Suits me. Who's going to state that for me?

MR. COOKE: Thank you, Your Honor.

THE COURT: All right, Mr. Cooke.

MR. COOKE: This settlement is only between Crown Pointe Association, Incorporated, which is the homeowners association of Crown Pointe and Raven's Run. The terms of the settlement are that $15,000 will be paid on behalf of Crown Pointe Association, Inc. to Raven's Run. We'll do a formal release later, but in terms of it, other than Raven's Run Homeowners Association, Inc., its successors and assigns waives, releases, and discharges the Crown

Pointe Association, Inc., its agents, executors, representatives, contractors, successors, and assigns from any demand, charge, or claim arising out of any trespasses by any individual Crown Pointe homeowners, residents, family members, guests, or invitees onto any property owned by Raven's Run HOA including any damage to or interference with property, structures, temporary structures, markers, or vegetation located on Raven's Run property to specifically include any and all interferences or trespasses occurring or alleged to have occurred both prior to and after the date of this agreement forever, provided this release does extend to claims between Raven's Run Homeowners Association, Inc. and the individual Crown Pointe property owners.

The case will be dismissed with prejudice as to Crown Pointe Association, Inc. only. Raven's Run has requested access. It should be determined by this Court that they actually own the land around the lake. There are several platted access easements that are shown, and it is agreed that Crown Pointe Association, Inc. will not object to the use by Raven's Run on a temporary basis to access their property along the lake for purposes of affecting repairs there.

I should put on the record that Crown Pointe does not own the property on which these easements are situated, but we acknowledge that they are publically platted and will cooperate in their use for access. Crown Pointe Association also acknowledges that the Crown Pointe restrictive covenants that have been referenced in this case were recorded in Deed Book O-158 at Page 414 on October 17, 1986, and that they're still in force and in effect, and that the formal release will be drafted and executed in good faith between the parties.

THE COURT: Back to the issue of the Crown Pointe -- you mentioned earlier that Crown Pointe -- I thought you to say you included the Crown Pointe homeowners and then you specifically excluded the Crown Pointe homeowners. I want to make sure I'm clear on that.

MR. COOKE: They're excluded. It's the homeowners association. The formal name of it is the Crown Pointe Association, Incorporated.

THE COURT: All right. So as to that --

MR. COOKE: And it also does not affect any of the counterclaims from the individual homeowners.

THE COURT: So what it leaves available then

is still the action by Raven's Run against the individual owners?

MR. O'KELLEY: The action against Mr. and Ms. Kubu and Ms. Johnson and Ms. Kinlaw, that's all that's left.

THE COURT: And then you've resolved one of the issues on behalf of Mr. Spell's client; is that right?

MR. O'KELLEY: Correct, Your Honor. And the terms that Mr. Cooke just entered into the record are indeed the terms of the agreement. We would like to see if we could get it done within the next 45 days, which shouldn't be a problem. We don't want to leave it open-ended forever.

THE COURT: All right.

MR. O'KELLEY: And we would love for Mr. Cooke and Ms. Strandberg to stay, but I don't think their presence is required any longer.

THE COURT: When we refer to the access easements, are we talking about from the road to the water?

MR. COOKE: Right. They run along the edge of certain of the lots. They run from the road down to the --

THE COURT: Well, in preparing for this I

pulled out this plat, the larger plat, so I could see it. All the dark area is apparently green on that original somewhere, but it's just black on these.

MR. O'KELLEY: Yes, sir. That is the 20-foot easement we're talking about.

THE COURT: That's really the access -- those are the access easements, right?

MR. O'KELLEY: Yes, sir.

THE COURT: It gets to the pond or the lake or whatever we're talking about?

MR. O'KELLEY: Yes, sir.

THE COURT: All right. I just wanted to be clear on that.

MR. COOKE: Thank you, Your Honor.

THE COURT: If that's you-all's understanding and that's you-all's agreement, I'll approve it, Mr. Cooke and Ms. Strandberg, thank you-all for educating me. At least I have some idea of what we're talking about here today.

MR. COOKE: We're going to stay and watch.

THE COURT: Not a bad idea.

MR. PRITCHARD: He's going to coach.

THE COURT: He's a pretty good coach. Any other motions then that we need to take up before we get started?

MR. OBERMAN: I think we both have Cross Motions for Summary Judgment that will at least give you an outline.

THE COURT: All right. Sir, you raised your hand in the back?

MR. MOYLAN: Yes, sir. I'm the last pro se Defendant, so I don't know, do I really need to be here? Everything is done? Good-bye?

THE COURT: Are you named individually, sir?

MR. MOYLAN: Yes, I am.

THE COURT: And your name is?

MR. MOYLAN: Tim Moylan.

THE COURT: Moylan?

MR. MOYLAN: Yes.

MR. O'KELLEY: Mr. Moylan should have been dismissed by now, Your Honor.

THE COURT: All right. Mr. O'Kelley says you should have been dismissed, and if you're not we'll take care of that now. All right? Thank you, Mr. Moylan.

So then as to cross claims, yours against Raven's Run and Raven's Run against you; is that right, on summary judgment?

MR. OBERMAN: Yes, Your Honor, and I think maybe just on the issue of ownership is -- we joined

in on Anna's motion. I think they're going to try to show ownership, and we're going to try to show they don't own it.

THE COURT: All right. Very good. I'm all ears. Who filed first?

MR. O'KELLEY: Crown Pointe filed first, Your Honor.

THE COURT: You piggy-backed on them? Do you want to go first?

MR. OBERMAN: Yes, I will, Your Honor. Let me hand up some plats to you first. You might have already pulled up some of these, but this is my packet. I gave these to him. I'll be referencing this. What we're talking about in this case, at least for my client, is -- Hamlin, this is just a blow up. Here's our lot.

There is a -- this is my client's lot right here, Your Honor (indicating). This is Crown Pointe on this side, and this is Raven's Run on this side.

THE COURT: Okay.

MR. OBERMAN: There is -- we'll get into this more, but there is a strip of land right here between our lot line and the water. That's the question of ownership, who owns that. The original deed into Crown Pointe, and I will -- we're the lead into

Raven's Run. This is what they're relying on. We asked them in interrogatories several times -- just how are you asserting ownership of this strip of land? They refer to Deed R-163, Page 134. I'll hand you up a copy.

MR. O'KELLEY: Your Honor, there are copies of all of this in the notebook I provided to the Court, which I've given copies of these documents to the other attorneys. It is actually attached as Exhibit C.

THE COURT: 1-C?

MR. O'KELLEY: Yes, sir.

THE COURT: All right. Very good.

MR. OBERMAN: And this is the deed from RAC, R-A-C, Enterprises, Inc. into Raven's Run Homeowners Association. This is what they're basing their ownership on along with the plat reference on it.

Let me point out first that this deed never references any land at all in Crown Pointe. Zero. Zip. I think that's undisputed. And it refers to a plat, the Plat in Book BL, Page 57. Hamlin, is that in your --

MR. O'KELLEY: BL-57 is Exhibit 1E, Your Honor, dated 12/5/86 (sic).

THE COURT: Okay.

MR. OBERMAN: So it's undisputed that in this deed it doesn't refer to -- well, it doesn't refer to Crown Pointe at all. It doesn't refer to any land in Crown Pointe. The plat in question, BL-57 --

MR. O'KELLEY: Here's a large copy.

THE COURT: What's the lot number to your client's property, Mr. Oberman?

MR. OBERMAN: Well, I'm across the way. I'm 45 -- I'm in Crown Pointe.

THE COURT: Crown Pointe, 45?

MR. OBERMAN: 45, which is right across from -- I'll show you here. It's across from 31 and 32. So we're here, and this is what is platted on here (indicating).

If you'll notice, this purports to be a plat of Raven's Run. I'm reading the description of the plat.

THE COURT: Okay.

MR. OBERMAN: Plat showing Lots 19 through 31, Block D, Lots 1 through 5, Block F, Lots 14 through 35. It's just platting, Raven's Run.

THE COURT: Right.

MR. OBERMAN: Nowhere on here is any Crown Pointe property, any property at all. Now, there's also a dedication here where the -- according to this

plat the easements shown herein are dedicated to the use by the public forever, bottom right-hand corner of the plat.

THE COURT: All right.

MR. OBERMAN: There is a 60-foot drainage easement that extends from the Crown Pointe property. Even if we assume that that is platted or that it grants property rights under this plat, the 60 feet does not extend to my client's property.

THE COURT: Okay.

MR. OBERMAN: There's going to be --

THE COURT: It would be in the lake, would it not?

MR. OBERMAN: It would be -- well, it's a drainage easement. If you look -- there might be some dispute whether --

THE COURT: It's a body of water, right?

MR. OBERMAN: Yes. It would be -- the 60 feet -- going from the lot line -- where is the scale on this? One inch. I have a ruler, but it ends up in the body of water.

THE COURT: Okay.

MR. OBERMAN: Down the road I'm going to show you where Crown Pointe plots -- the plats for Crown Pointe also have a 60-foot easement dedicated. At

some points0 they might overlap, but it never gets to the land, at least to my client's property line.

THE COURT: Okay.

MR. OBERMAN: So this is the deed they're relying upon, the deed doesn't reference Crown Pointe at all. It doesn't show any land across the way. 60 feet that doesn't extend and end is dedicated to the public by their plat, and there's also the restrictive covenants which you've been made aware of, but I'll backtrack to those.

Prior to this plat being recorded and prior to the restrictive covenants, there's a plat recorded concerning Crown Pointe, and that is --

THE COURT: That predates this?

MR. OBERMAN: Predates this.

THE COURT: All right.

MR. OBERMAN: That is Plat BK-1 and 2. Hamlin, is that in your --

MR. O'KELLEY: Let me see.

MR. OBERMAN: So that's one of the ones I --

THE COURT: Let me stop you before you go any further. So back to the deed, RAC to Raven's Run, it just describes what's being conveyed: Roads, streets, rights of way, walkways, pump stations, all lakes or bodies of water save and excepting certain

lots and then references the plat we just looked at, BL-57.

It goes on to say that both describe bodies of land and/or water, part of the property conveyed by the grantor of Yaupon Plantation to RAC essentially, right?

MR. OBERMAN: Correct.

THE COURT: All right. But nowhere in that plat is there any -- is your lot in Crown Pointe, right?

MR. OBERMAN: Correct. And admittedly that plat -- I mean it has the term "lake" on the plat, but the lakes aren't platted.

THE COURT: They're shown as strips or bodies of water, right?

MR. OBERMAN: I'm not sure if that -- it has an arrow here and here (indicating).

THE COURT: Let me see that.

MR. OBERMAN: Okay.

THE COURT: This seems to show a 60-foot drainage easement -- arrow to a 60-foot drainage easement, and then outside of that easement it just points to lake.

MR. OBERMAN: Right. Which --

THE COURT: That's on the exterior.

MR. OBERMAN: I --

THE COURT: And also on the interior. I found 31 and 32. You have a ten-foot drainage easement on either side of Lot 31, and then the 60-foot drainage easement is shown, and then it just shows lake.

MR. OBERMAN: Okay.

THE COURT: But I don't see any land, any dry land outside of the lake.

MR. OBERMAN: Correct, Your Honor.

THE COURT: And then you wanted me to turn to Book --

MR. OBERMAN: BK -- yes. Book 1 and 2, and my client's lot -- it's on BK-2. It's a plat, BK-2. Well, BK-1 and 2, they were filed together. These were filed August --

THE COURT: I did not see that referenced in your trial exhibits. Is it, Mr. O'Kelley?

MR. O'KELLEY: No, sir.

MR. OBERMAN: I've given you a copy, correct?

MR. O'KELLEY: I've got copies.

MR. OBERMAN: BK-1 and 2, dedicates and -- Your Honor, I am Lot 45-E on BK-2.

THE COURT: 45?

MR. OBERMAN: E on BK-2.

THE COURT: Diamond Boulevard, right?

MR. OBERMAN: Correct, Your Honor. And there's a dedication by RAC down here by -- by recording of this plat, the green areas and lakes shown herein are dedicated to the use of the East Pointe Crossing Subdivision and the Crown Pointe Subdivision Homeowners Association forever, and there's also -- by recording of this plat, the easements and road right of ways shown hereon are dedicated for the use of the public forever.

Again, there's that 60-foot easement, but it's a different 60-foot easement. This plat predates the restrictive covenants, and the deed BL-57 -- I'm sorry -- Plat BL-57.

MR. PRITCHARD: It's BKE-150, 875 which is RAC to Raven's Run.

MR. OBERMAN: Right. And the deed from RAC to Raven's Run, that deed predates that, also.

THE COURT: This plat was recorded August 21st of '86?

MR. OBERMAN: Yes, Your Honor.

THE COURT: BL-57 was recorded thereafter?

MR. OBERMAN: 12/5/86.

MR. SPELL: It was actually prepared after all, Your Honor.

MR. PRITCHARD: It was dated --

MR. SPELL: August 26th.

THE COURT: It was dated August 28th of '86, so exactly one week later than it was recorded.

MR. OBERMAN: Right. And then -- I'm having trouble reading it.

THE COURT: I don't see the stamp on it. The approval from the County was 12/2/86. I see that, so it had to be recorded sometime thereafter.

MR. SPELL: Yes, Your Honor, December 5th.

THE COURT: Recorded December 5th?

MR. SPELL: Yes, Your Honor.

MR. OBERMAN: So after this we have the conveyance from RAC to Raven's Run, but we also then have a conveyance from RAC to Spectra, and Spectra is important because there's some other plats associated with that conveyance, and it's in my chain of title. It's a deed of 1/26/87. I'm not sure if that's in Hamlin's pack or not, RAC into Spectra.

MR. O'KELLEY: Have you got copies of that?

MR. OBERMAN: Yes, I have copies. And that references BK-2, the plat that references that one. Well, it references BK-1 and it references BK-2, so it deeds it according to that plat, BK-1 and 2. Spectra also records another plat, BP-160 and 161. Hamlin, is that in your --

MR. O'KELLEY: 161 is.

MR. OBERMAN: 160 and 161.

MR. O'KELLEY: That's Exhibits 3B and 4B, Your Honor.

MR. OBERMAN: There's a big one in my packet there.

THE COURT: This one (indicating)?

MR. OBERMAN: Yes.

THE COURT: What's the designation on the plat? I'm sorry.

MR. OBERMAN: BP-160 and 161. This is Spectra Development filing this plat. My client's property is 45E up here (indicating) on BP-161, and if you'll see the dedications on that plat -- by recording this plat, the easements and road right of ways shown hereon are dedicated to the use of the public forever, and then by the recording of this plat the green areas and lakes shown hereon are dedicated to the use of the Crown Pointe Subdivision Homeowners Association forever.

THE COURT: Okay.

MR. OBERMAN: So we have the drainage easement on my side. Let me point out this drainage easement. It's always -- it was originally designated 20 feet on the land, and then the 40 feet of the water,

however, over time this has eroded down so now it's much less than that.

THE COURT: Okay.

MR. OBERMAN: So you have the two dedications on there to the public and to Crown Pointe Homeowners Association, half the drainage easement there. Immediately thereafter, after this -- this was recorded first and then there is a plat into Crown Pointe, BP-163, which is probably my next numbered exhibit.

THE COURT: All right. Just one second. What's the recording date on this plat? Do you have that?

MR. OBERMAN: BP-160 and 161?

THE COURT: Yes.

MR. OBERMAN: I think I wrote it down.

MR. SPELL: December 18, 1987.

MR. OBERMAN: And there's a time associated with it, too.

THE COURT: 2:54?

MR. OBERMAN: 2:54, correct. Because BP-163 was recorded at 2:55.

THE COURT: Well, I noticed -- let me just point this out to you. Sheet one -- I don't know if it's relevant to this inquiry, but it doesn't have

the same data on it. Hold on. Yes, it does. Hold on.

MR. SPELL: It's up here, Your Honor, and it's very difficult to read.

THE COURT: It's to the left?

MR. SPELL: Yes.

THE COURT: Same recording date? BP-160? I've got it. 12/18/87?

MR. OBERMAN: Correct.

THE COURT: And you said 2:54, was it?

MR. SPELL: 2:54 is for Sheet 2 of 2.

THE COURT: Now you want to turn to which one?

MR. OBERMAN: Finally, the plat into Raven's Run. This one, admittedly, has -- I'm sorry -- BP-163. This is the plat for Raven's Run and has their 60-foot -- I'm sorry.

It has their 60-foot drainage easement on their side, 20 feet on the property, and this one does dedicate that easement to the use of the Raven's Run Homeowners Association. It says they'll maintain the roads and the drainage easements.

THE COURT: Okay.

MR. OBERMAN: After all of this many -- in 2001, there are two quit claim deeds. I'll describe them and then I will give you those deeds. One is

RAC into Crown Pointe, and then East Pointe Crossing, which is another neighborhood associated with this, into Crown Pointe.

MR. PRITCHARD: There was RAC Enterprises as liquidating trustee.

MR. OBERMAN: Right. There was RAC Enterprises as liquidating trustee. The liquidating trustee is the surveyor.

MR. PRITCHARD: It's Causey. It is. I've got it.

MR. OBERMAN: Let me hand up -- Hamlin, are those deeds into -- Your Honor, here's RAC into East Crossing/Crown Pointe Association.

THE COURT: Okay.

MR. OBERMAN: And then this one is East Crossing and Crown Pointe Association.

THE COURT: Are they virtually the same or not?

MR. OBERMAN: They conveyed, yes. They conveyed the same or quit claimed the same things. So by this, Mr. Causey, as liquidating trustee of RAC quit claims whatever is -- their description. I will just go by the description. I think the second -- the description is the key one.

THE COURT: All right.

MR. OBERMAN: All that is certainly common area including any lake and green area located in Crown Pointe Subdivision, Christ Church Parish, Charleston County as shown on the plat entitled -- it's BK-2. Such common areas having size, shape, and dimensions by reference to such plats more fully appear, and then there's this abstractor's note that's divided on the page. It is the intention of this deed to convey all property set forth on the aforementioned plat save and accepting all platted lots and public rights of way depicted hereon.

Then you have the quit claim deed from East Crown Pointe Association, Inc. to Crown Pointe Association, and it's the same -- let me make sure.

MR. PRITCHARD: We don't have that.

MR. OBERMAN: Right. They just have the second paragraph there, but they do have the same abstractor's note on it. So whatever was --

THE COURT: It does reference BK-1 and 2, doesn't it?

MR. OBERMAN: Yes. The last plat I want to show you -- this is a plat that Raven's Run had done that we got in discovery. It's a plat by Seabrook, I believe, and it's the very last big one in that packet I handed up to you. It shows the 60-foot

easements don't overlap, and it references the Spectra easements.

THE COURT: Is that this one (indicating)?

MR. OBERMAN: Correct, Your Honor. So you know it's on the property across from Mr. Petit. You've got the -- they are 20 feet to 40 feet with the line there referencing Plat Book 163 -- I'm sorry -- BP 163, and then across the way you have the 20 feet and the 40 feet referencing Plat Book BP 160 and 161.

THE COURT: So this survey was done by Lewis Seabrook?

MR. O'KELLEY: That's correct.

MR. OBERMAN: That's correct, Your Honor.

THE COURT: And it's dated December 1 of '16?

MR. OBERMAN: Yes, Your Honor.

THE COURT: This is not recorded, right?

MR. OBERMAN: Not recorded, and I've subpoenaed Mr. Seabrook for tomorrow if that's necessary just to -- to testify at least to the dimensions and the 60 feet, where that goes.

Your Honor, as far as I can tell -- and I'm sure Hamlin will correct me -- they're basing their title on the deed into them, the original deed into them, and the plat BL-57, and the restrictive

covenants.

The restrictive covenants, one, can't be enforced by them, or according to the express terms of the restrictive covenants, they say they can only be enforced by Crown Pointe.

Second, we have both signed documents by RAC before and after the restrictive covenants. RAC, when they owned all the lots, that amend restrictive covenants -- restrictive covenants can be amended by 51 percent, and I can --

MR. PRITCHARD: I've got it.

MR. OBERMAN: 51 percent of the number of lots shown on the above-referenced plat have been recorded terminating these covenants or any part thereof, and that's in Paragraph 6, Your Honor. Enforcement of the covenants, Paragraph 7, enforcement shall be by proceedings at law or inequity by the developer or any person owning a lot shown on and herein to recover damages in the law or in equity. The Plaintiff in such proceedings -- you need to be an owner to enforce the covenants. They do not own a lot.

THE COURT: In Crown Pointe, right?

MR. OBERMAN: In Crown Pointe. Correct. Restrictive covenants are strictly enforced against

folks trying to limit a piece of property. You probably know that.

THE COURT: Strictly construed.

MR. OBERMAN: Strictly construed, I'm sorry. Strictly construed against the enforcement of limiting these properties.

THE COURT: Free and unfettered use of land.

MR. OBERMAN: Correct, Your Honor.

MR. PRITCHARD: That's more law than I know.

MR. OBERMAN: Your Honor, we've asked them to show ownership. We would have been perfectly willing to see ownership to them or do what they want to do if they have shown ownership. Testimony down the road will show that my folks wrote them and said, you know, basically show me the money. Show me how you own this and we'll do it.

We got the response back in interrogatories. Here's our plat. Here's the deed, and they also gave us the tax map mapping thing where -- I'll show you an example of that. Well, it's the first thing in Hamlin's exhibits. The TMS number in his booklet incorporates all of the common areas of Raven's Run, and admittedly they pay taxes on all the common areas of Raven's Run. Within that tax bill is an airport -- I have a description somewhere of

everything in there -- a clubhouse, an airport --

THE COURT: Stuff other than just a lake, right?

MR. OBERMAN: Stuff other than just a lake, and it's really not that much in taxes.

THE COURT: Let me ask this question. This is one of the issues that I raised in preparing for today. What does the deed into your client give you? What are the dimensions? What is the description of the lot of your client?

MR. OBERMAN: Now, the dimensions of the lot are -- it references BP-160 and 161. The dimensions of the lot are -- I don't think there's any dispute as to where the lot line is.

MR. O'KELLEY: Your Honor, Ms. Kinlaw's deed is attached to our documents, Exhibit 4C.

THE COURT: 4C?

MR. O'KELLEY: Yes, sir. And it has Lot 45E as shown on Plat Book BP-160 and 161.

THE COURT: I'm sorry. Give it to me again. What number was that?

MR. O'KELLEY: I'm sorry I wasn't loud enough, Your Honor. Her deed was recorded in Book O-503, Page 870, and it references that she has Lot 45E as shown in Plat Book BP-160 and 161. We actually

highlighted that, Your Honor, that plat. 4B has 45E in your notebook that we provided, Your Honor. It shows for a lot containing .267 acres and the survey marks as well.

THE COURT: All right. BP160 and 161.

MR. OBERMAN: Correct. This one (indicating).

MR. SPELL: 161.

MR. OBERMAN: 161 is where my client's lot is.

MR. O'KELLEY: You notice also what's referenced on the County's GIS page, it shows for lot -- where it ends.

THE COURT: 45E is on the north right at the top?

MR. OBERMAN: Correct, Your Honor. And the one -- the designated easement, the right of way, is dedicated to the public forever, and then the green areas and lakes are dedicated to Crown Pointe Subdivision Homeowners Association. So they bought according to a deed that references this plat.

THE COURT: Okay.

MR. OBERMAN: It's our contention that Raven's Run does not own that strip of land. It's now about eight or ten feet. The deed into them never references that strip of land. I wouldn't say all -- most of the surrounding plats, you know, either

dedicate that to the public or dedicate that to Crown Pointe Homeowners Association.

The covenants are contradicted by the recorded instruments. Even if they had some kind of interest, and I'm not conceding this -- it would be a drainage easement. I'm just not sure which -- nor is it to the benefit of the surrounding people that bought according to the plat that showed the drainage easement. So I'm not sure what right they would have to exert any kind of fee simple building on the drainage easement. What my folks did, and this is what that they allege, there were brambles growing up on the drainage easement and my folks cleared it. They say they have enough ownership rights in this to prevent us from doing that. We're saying, Tell me how, and I'm sure Hamlin will tell you how or attempt to right now. I don't know if you-all have anything to add.

MR. SPELL: I do, Your Honor. Just one sort of clarification to what was said.

THE COURT: Sure.

MR. SPELL: If the Court will look at BP-161, all the three Defendants are left in this case, their lots are included on this one page. That would be Mr. Pritchard's client at 39E. My client, Johnson,

at 40E and Mr. Oberman's client, Kinlaw at 45E.

THE COURT: Hold on one second. Which plat do you want me to look at?

MR. SPELL: I'm sorry. I'm looking at BP-161.

THE COURT: 161, so sheet two.

MR. SPELL: Exactly. Sheet two. Sheet one is 160.

THE COURT: Which one is your client?

MR. SPELL: My client is 40E.

THE COURT: All right.

MR. SPELL: And Mr. Pritchard's is next door at 39.

THE COURT: 39E, okay.

MR. SPELL: And Mr. Oberman's is over at 45. What I think is most telling on this issue of ownership is that clearly our three clients own exactly what's depicted on this plat. There's no question that there's a property line in their backyard and that beyond that property line is property that belongs to somebody else.

If they were to step over that line they would be on the property of somebody else. Actually, 20 feet before they get to their property line, they've entered into a drainage easement that's been dedicated to the public. So the back 20 feet of

their yard they're in the drainage easement. If there's still dirt beyond that point and they step over it before they get to the water's edge, they're now on somebody else's property.

I believe that the most important point that Mr. Oberman made was that the deed that they claim that Raven's Run HOA, the Plaintiff in this case, claims ownership in is in Book R-163 at 134. If you read this legal description it says, All of these things, roads, streets, rights of way, walkways, sewer pump, all of this stuff is shown on Plat BL-57.

I think what's most important is -- this property line, the line itself that's shown on BP-61 does not exist on BL-57. So the intention of what was conveyed by BL-57 could not have included the land to the extent of the line that we see here, I believe that -- I don't know what the intention was, but the plain language of the deed is that everything on BL-57, that's depicted on BL-57 is conveyed but because this boundary line isn't depicted on BL-57 it could not have conveyed.

And I believe that this 2001 trustee deed that has this interesting abstracter's note, it seems like this is an attempt to clean it up. It's like, Hey, if we didn't convey it before, we're conveying it

now. An abstractor's note broadens the language to include -- whatever we have left we're going to give to East Crossing and Crown Pointe. There were three neighborhoods all developed with one common scheme starting with Raven's Run, the biggest, then Crown Pointe and then East Crossing, the smallest.

The lakes and water that's the subject of this litigation is between Raven's Run and Crown Pointe, and this has nothing to do with East Crossing. It was all developed by one developer. I think his intentions, or their intentions as we glean it from these various deeds and plats, it appears that there's no intention to convey the land behind my client's lot, behind Harold's client's lot, behind Boopa's client's lot. There's no intention to convey the land behind their lot in this deed. It simply could not convey that land. However --

THE COURT: Because it's not referenced in the plat, right?

MR. SPELL: Exactly. It's not shown on the plat or referenced in the plat. The boundary line extent of the grant is not shown in the plat. Had it had language that said -- including that land not depicted on the plat, going to the other side, then we might have an argument. I think that that was the

abstractor's note tends to say on the 2001 deed -- whatever we didn't convey before we're trying to give it to you now.

I think that this land fell through the cracks and winds up into Dawes' client actually. I think it winds up in the association. I think that that's just the concise thing in a nutshell. Once you step beyond my client's property -- there's no question where the property line is. Once you step beyond it you're on somebody else's land. The real question that we're going to see first is who owns it? The second thing is if it's determined that Raven's Run owns it then what can they do? They exclude people from being on it or mowing the grass or cutting trees. I think that that's the next question beyond this motion.

THE COURT: Mr. Pritchard, do you joint in that as well?

MR. PRITCHARD: Judge, I'm going to let these young fellows speak for me because I can't stand up forever. It has nothing to do with this, but the most exciting thing to me is Yaupon Plantation was conveyed 267 acres of highland and 182 acres of marsh. What if they conveyed the right to a lot less property? So we apparently still have about 100

acres out there somewhere. I'm going to go find it as soon as you let me go.

THE COURT: Also, my recollection was it was -- the property was severed at some point in time.

MR. PRITCHARD: I don't think we have anything left but I'm praying.

THE COURT: But there were two different chains of title out of Yaupon, was there not?

MR. PRITCHARD: I think so, but as I said, I'm praying. One other thing that has nothing to do with this, I went to the urologist yesterday, and I have to go to the restroom about every two hours, so if you see me run out of here I'm not mad with you. You'll be mad with me if I don't run out.

THE COURT: You're free to go when you need to go in any way, shape, or form. Anything further then, Mr. Oberman?

MR. OBERMAN: No, Your Honor.

THE COURT: Mr. O'Kelley?

MR. O'KELLEY: Thank you and may it please the Court?

THE COURT: You have the floor.

MR. O'KELLEY: Thank you. Your Honor, you'll remember this case well from when we were before you

for a temporary restraining order.

THE COURT: Back in November, wasn't it?

MR. O'KELLEY: Back in November that Your Honor granted based on our prima facia showing that we actually owned the property in question. A lot of plats and a lot of deeds have been shown to you this morning. There is no dispute that my clients claim that they got this property through the deed that we have attached to the book as Exhibit 1C, R-163 at 134.

That deed was done in April, recorded rather, in April of 1987 prior to the plats that Mr. Oberman has gone over with Your Honor, the plats -- the BP-161 and 162 which were from December of 1987. The plats that my clients are indeed relying on are plats of Raven's Run. That's 1,000 percent true, Your Honor.

The plats that show Crown Pointe are completely different, and as Your Honor has stated in this Court many times, you can't convey that which you don't own on what you've already transferred. Your Honor, I think something is very telling here. It's this plat that Mr. Seabrook did that has not -- Your Honor, it has not been recorded.

On this plat for Mr. Seabrook, and as you

heard Mr. Spell just say, his client's lot lines end at some point and there is land between his client's lot and the lake that are owned by Raven's Run. If you look at what Mr. Seabrook did, he points out that Raven's Run Homeowners Association owns TMS No. 5610100013.

Your Honor, Charleston County since 19- -- and the property record card, Your Honor, we have attached to our exhibits. You'll see at Page 1K, Your Honor, showing TMS No. 5610100093 along with the actual property record card from 1985 showing that Raven's Run has owned this land. This is a blow up, Your Honor, that shows in pink the lakes and the land.

Your Honor, if you go to the documents that you were just asking me about regarding Ms. Kinlaw's property, Ms. Johnson's property, these are our exhibits as well, Your Honor. You will see the GIS page, for example, 3A, for Leila June Johnson. It shows her lot actually ending and then there being land, and then there being water.

THE COURT: Where are you there? I'm sorry.

MR. O'KELLEY: Your Honor, I'm sorry. I'm in our notebook, 3A. This is Ms. Johnson's GIS page.

THE COURT: I'm going to come back to your

reference in Charleston County.

MR. O'KELLEY: Yes, sir.

THE COURT: 3A?

MR. O'KELLEY: Yes, sir. 3A, which references the deed and again, in Plat Book 161, shows her as being Lot 40, and it shows her lot ending in a certain spot on that lot. Unfortunately they're not -- its metes and bounds and showing the easements, Your Honor. My clients have paid taxes on this property and occupied this property since at least 1987. To say they don't own it now is a very clever argument, but there are lots of lot owners in Crown Pointe who have since reached agreements with my client about the very issue of ownership that brings us here today.

One thing I do want to point out to Your Honor are the covenants for Crown Pointe. Your Honor asked during our TRO hearing whether or not we had any standing at all to even enforce these covenants, and specifically Paragraph 26, Your Honor, it governs every one of the lots in Crown Pointe. Every single person who took title in Crown Pointe took title to these covenants. It's part of their deed. It's part of a contract between them and their sellers, and in that contract the following language is stated: No

use may be made by an owner, family member, or invitee of lake systems of Raven's Run Subdivision which abut Lots 37E through 66E, which these three Defendants all own lots in that section of Crown Pointe.

This total prohibition of use shall specifically include boating, swimming and fishing. The portion of land between the rear lot lines of such lots and the water line of the Raven's Run lakes is owned by the Raven's Run Homeowners Association. So by deed and acknowledgment in these covenants, what these folks are saying now, they're estopped from saying, Your Honor, because they acknowledge by the virtue of their very deed that my client owns the property.

THE COURT: Let me see that.

MR. O'KELLEY: Yes, sir. This is attached in our exhibits in the covenants, Your Honor, and this is a highlight, a blowup of Paragraph 26. So by virtue of their acceptance of deeds, all of which are burdened by these covenants. They've already acknowledged that we own the property.

THE COURT: The portion of the land between the rear lot line and the --

MR. O'KELLEY: Such lots and the water line of

the Raven's Run lakes is owned by the Raven's Run Homeowners Association, Inc.

THE COURT: And what's the date on those restrictions?

MR. O'KELLEY: Your Honor, that's the covenants and restrictions that Mr. Cooke and I already agreed to dated --

THE COURT: -- August 20, '86.

MR. O'KELLEY: Yes, sir. Before the plats were filed, before the documents BP-160 and 161. They were recorded -- I'll give you the book and page number. Just one second, Your Honor.

They are Exhibit 5 in our notebook, Your Honor. They're recorded in Book O-158, Page 414 on October 17, 1986. Those restrictions are all referenced in the actual deeds that we have attached to Mr. Kinlaw, Mr. Johnson, and to Mr. and Ms. Kubu. Each one of those deeds actually says, Subject to all deeds and restrictions of record, and a couple of the deeds actually reference the book and page number.

So for them to come in now and say, Oh, it's not your property. You don't own it. They've agreed we've owned it for quite some time. If we own it we can tell people what to do with it, what not to do with it, not to cut down trees, not to put their

trash on it, not to boat on the lakes, not to put survey stakes marking the lines into the lakes and all of the other things that bring us here today, Your Honor.

THE COURT: Take me to the 1985 deed.

MR. O'KELLEY: There is a deed, Your Honor -- if you look --

THE COURT: That's the deed into RAC?

MR. O'KELLEY: There's a deed into RAC, Your Honor. It's a 1985 -- I don't know that we put it in our book, Your Honor.

THE COURT: Dated December of '85, I'm assuming it was raw land at that time or was it developable?

MR. O'KELLEY: I think part of it had been developed, Your Honor. It's the deed that you're referencing that was recorded December 3, '85, Book BG at Pages 52, 53, and 54.

THE COURT: No.

MR. O'KELLEY: No?

THE COURT: I'm looking at your Charleston County --

MR. O'KELLEY: From Yaupon, Your Honor.

THE COURT: Yes. E-150, 875 is what I'm looking for.

MR. O'KELLEY: I don't think we have that one, Your Honor. I'm sorry. E-150 at 875, Your Honor, I'm sorry. We do have it. It's right here, Your Honor. It's Exhibit F. I'm sorry about that.

THE COURT: Is that 1F?

MR. O'KELLEY: Say that again, Your Honor?

THE COURT: 1?

MR. O'KELLEY: 1F, yes, sir.

THE COURT: That one's missing from my book.

MR. O'KELLEY: Here it is, Your Honor.

THE COURT: I'm sorry. It is in here. It was just misplaced.

MR. O'KELLEY: I'm sorry, Your Honor.

MR. SPELL: Your Honor, which deed are we referring to?

MR. O'KELLEY: E-150 at 875.

MR. PRITCHARD: What is it?

MR. O'KELLEY: E-150 at 875.

MR. PRITCHARD: That's the deed from who to whom?

MR. O'KELLEY: It's a deed --

MR. SPELL: -- from Yaupon to RAC.

MR. O'KELLEY: -- RAC Enterprises to Raven's Run Homeowners Association.

MR. PRITCHARD: There are actually two.

There's a deed and a confirmatory deed.

THE COURT: BG at --

MR. SPELL: Your Honor, I believe the difference is that Raven's Run is in three phases, and this earlier deed refers to the common elements and the easements and whatever waterways or roadways or whatever in the earlier phases. If we were to pull those plats -- I believe that that's the distinction between the two. We get into Phase 3 by the time we get into the second deed, I believe.

MR. O'KELLEY: Your Honor, this was the deed that the County says -- they gave it all to us based on the property records. I think that was Your Honor's question?

THE COURT: Yes. I'm trying to figure out how you-all got title to this.

MR. SPELL: I've got those plats.

MR. O'KELLEY: It's the same TMS number, 5610100093 that is referenced in Exhibit 1A, Your Honor.

THE COURT: Right. So is Plat Book BG 52 and 53 in here?

MR. O'KELLEY: No, sir. It is not.

THE COURT: You said you had that?

MR. SPELL: I do (indicating).

THE COURT: Let me take a look at that.

MR. SPELL: Sure. This shows the airport.

MR. PRITCHARD: Judge, in his packet does he have AW-133? I have reference to it, but I don't have it.

MR. SPELL: I don't believe any of these lots come to our side.

MR. PRITCHARD: That's the plat by which you-all --

MR. O'KELLEY: Your Honor, that's a different phase.

MR. PRITCHARD: That's Yaupon to RAC.

MR. OBERMAN: That's a different phase.

MR. PRITCHARD: Conveyed to RAC by Yaupon.

THE COURT: There's a third sheet somewhere. Both of these say Phase 1. You know we're closer to Phase 3, right?

MR. SPELL: Here's 54. Is it BG?

THE COURT: Yes.

MR. SPELL: This is the third page, but it's still on that side by the airport, I believe.

MR. O'KELLEY: Your Honor, just for housekeeping purposes it is -- let's go ahead and admit everything as exhibits. I don't think either of us have done that.

MR. OBERMAN: We can do that. That will save us time.

MR. O'KELLEY: By stipulation, Your Honor, everything we've discussed so far --

MR. OBERMAN: All the plats.

MR. O'KELLEY: The plats and the County GIS -- all the stuff that is of record of which Your Honor can take judicial notice. I think we need to move those in without objection from either side.

MR. OBERMAN: Everything that I've offered is shown.

MR. SPELL: We have no objection to the public record.

MR. O'KELLEY: And Your Honor, that would be everything in my notebook, Exhibits 1 through 6 in total including subparts.

THE COURT: Okay.

MR. OBERMAN: It will be all the plats that I presented to Your Honor plus the deeds.

MR. O'KELLEY: Without objection?

MR. SPELL: Without objection.

MR. O'KELLEY: And then Mr. Seabrook's survey?

MR. OBERMAN: That was part --

MR. O'KELLEY: I just wanted to make sure for the record that if Ms. Smith has Mr. Seabrook's --

MR. OBERMAN: -- plat?

MR. O'KELLEY: -- unrecorded survey?

MR. OBERMAN: That's in, correct.

MR. O'KELLEY: I just wanted to make sure.

MR. OBERMAN: We might not have to call Mr. Seabrook. All right.

THE COURT: So take me back to your original grant then, Mr. O'Kelley.

MR. O'KELLEY: According to what we think, based upon what the County says, is that deed, Your Honor was just asking about, the one from 1985 --

THE COURT: It clearly does not include this property we're talking about today.

MR. O'KELLEY: Well, there was some residual because otherwise I'm not sure how it came to us other than through that deed and the second deed following it in R-163 at Page 134, Your Honor.

MR. SPELL: That's our argument exactly. Without a grant, without an actual conveyance, what we see is residual pieces from several different phases pieced together under the parent TMS under 93. Clearly the County thinks they own it. Clearly, Mr. Seabrook thinks they own it, wrote it on the plat.

Clearly, these folks think they own it, but

without a grant or without a conveyance. The only deed that seems to actually convey it -- the property we're talking about is the 2001 catch-all liquidating deed, which appears to say whatever we didn't convey you can have it. Now, Mr. O'Kelley's absolutely correct. When the covenants and restrictions for Crown Pointe were created, it appears to have been the intention that the land behind our client's lots would be owned by Raven's Run, but clearly ownership cannot be claimed on -- but based on the language of covenants and restrictions showing the intentions of the party, it would require an actual deed of conveyance. I believe that this has fallen through the cracks until this action was brought.

For them to say, Well, we've maintained it all these years, that might come up later if we, in fact, have a trial, but I would say that the three owners and their predecessors in title have maintained the land behind their home down to the water's edge as everybody on that side of the street has going back to the first owners of these individual homes. That's who's maintaining the land between my client's property and the water is my client. That's who is maintaining it. She thought she owned the property until this lawsuit was filed would be the testimony

later.

MR. OBERMAN: Your Honor, I disagree. I think the intention is not what Mr. Spell said. I think it's clear that by the previous BK-2, which predates the covenants and then all the other plats that postdate the covenants, I think the intention is not the fact that they own the land. I mean, not that Raven's Run owned the land. I just disagree. I think that's another layer for an argument. I would concede that. It was the intention of the developer. It will obviously change, and the drainage easement for the benefit of the people on this side of the -- on the Crown Pointe side of the water, it's right there by their property. There is no grant into Raven's Run for that strip of land.

MR. PRITCHARD: Judge, the old man has to say something.

THE COURT: Okay.

MR. PRITCHARD: The original deed from Yaupon to RAC from T-130, 205, refers to Plat AW-133. I don't know if that's in there anywhere. It just shows a big old tract of land. It doesn't show any lakes or anything. Now, my friend, Don Rutledge, messed up. Only three of them signed that deed, so they had to come back later with a confirmatory deed.

They said, Woops. This was months later. They said -- wait a minute. This deed requires four. You only got three. I'm number four. His name is Thompson. That refers to AW-133. I don't know whether you got that there, but AW-133 just shows a big old tract of land. It doesn't show lakes, drainage easements -- I'm sorry. It doesn't show any lakes, drainage easements.

THE COURT: That's Yaupon into RAC, right?

MR. PRITCHARD: That's Yaupon into RAC. It doesn't show the first lake. I'll tell you, I've gone out there to eyeball this thing. I wouldn't set my toe in that lake. It's a black lagoon. It isn't a lake. The trouble is here, the strip between my client's rear lot line and the body of water -- it's about 12 feet. This is not some sloping -- I really envisioned something sloping along that was beautiful. It's 12 feet.

Now, since you granted their temporary injunction, it says they can't go on anything. It's going to -- it's the worst looking stuff you ever saw.

THE COURT: It's grown up?

MR. PRITCHARD: I wrote Mr. O'Kelley and I said, You own the land? Keep it cut. They didn't

set foot over there to cut it. That's the problem, Judge. If they think they own it, which I don't think they do, come over there and cut it. Their covenants and restrictions say, Within six inches. It's a lot more than six inches now. It looks like --

THE COURT: I think there's an obligation under those covenants to maintain it, was there not?

MR. PRITCHARD: Absolutely, six inches. Do it. Don't give us lip service. Do it.

MR. O'KELLEY: Your Honor, of course the intent from RAC based on the covenants and on the deeds was to convey it to Raven's Run. Your Honor's very familiar with Hamlin Plantation and everywhere else where residual property is left in the name of the developer when lots are created. Mr. Pritchard's 1,000 percent correct. There is a big hunk of land. It doesn't show lakes. It doesn't show lots. It just showed raw land that was originally conveyed from Yaupon to RAC. RAC then developed it. They developed Crown Pointe. They recorded plat after plat. It is patently clear from these documents, especially the covenants for Crown Pointe and the deeds into these folks, that they knew they didn't own the property.

THE COURT: So we've got the deed into -- as I was preparing for this, I think I saw that large plat. That's why I knew there was a division somewhere along the line between -- I can't remember if Spectra was a --

MR. O'KELLEY: Spectra was some sort of subdeveloper.

MR. PRITCHARD: Interim --

THE COURT: An interim developer of some sort?

MR. O'KELLEY: Yes, sir, of some of the lots.

MR. OBERMAN: Of lots into us.

THE COURT: Yes. Lots that went into Crown Pointe where Spectra was the developer. So the property was at some point in time owned by RAC because RAC owned all of it, at least in the subdivision.

MR. OBERMAN: Correct.

THE COURT: So my question to you is: Where did it get conveyed out? It does not appear to be conveyed out in the E-150 deed because that's Phase I, and it doesn't appear to be conveyed out in R-163, 134 because it's not in Plat BL-57, at least I'm not seeing it there.

MR. O'KELLEY: Your Honor, may I be excused for just a brief minute?

THE COURT: Yes. Let's take a ten-minute break.

MR. SPELL: Thank you, Your Honor.

(A recess transpired.)

THE COURT: Mr. O'Kelley?

MR. O'KELLEY: Yes, sir.

THE COURT: Let me ask you again -- I want you to take me through how it is that you-all claim ownership of the property.

MR. O'KELLEY: Yes, sir. It is as many developments or based on what is residual property. Again, it's as Mr. Pritchard indicated when you have the large section of property that is then subdivided time and time again, and all you're left with is residual property, which is what was attempted to have been conveyed in the deed with the "R" on it, R-163 at 134 because it basically lumped together everything else that they owned, RAC owned. They did it for one dollar to Raven's Run including roads, streets, rights of way, walkways, pump station because everything else had been platted out. It is constantly done that way by most developers. We had to clean up this exact situation in Hamlin Plantation. It is what was left is what he said. Here you can have whatever I have left for this one

dollar.

THE COURT: So that's your significance of Deed R-163, 134?

MR. O'KELLEY: Yes, sir. It wasn't as artfully prepared as I would have done it or if the Defendant's lawyers. A lawyer named Baxter Kelley did this back in '87. I don't know Mr. Kelley, and I'm not casting aspersions on him. I'm sure this was a state of the art type of deed back at that time. Between that -- between the folks from RAC and based on the covenants which I read into the record which we have the blowup of, which are also referenced in the deed into these three Defendants, Your Honor, that's the clearest indication that the rear of their property line, which Mr. Spell conceded they don't own right behind whatever portion it may be, ten feet, 12 feet, 20 feet. They concede they don't own it. That's how it comes into us, Your Honor, if that answers Your Honor's question.

THE COURT: So your position is that the deed conveys whatever they have left?

MR. O'KELLEY: Whatever was left after they platted out and transferred out because they -- save and accepting any subdivision. They couldn't convey that which we owned and they tried to get everything

else they owned, RAC owned, as R-163 at 134.

MR. PRITCHARD: Hamlin, what did you say? You said, R --

MR. O'KELLEY: I'm sorry, Mr. Pritchard. It's the R-163 at 134 deed that we've been discussing.

MR. PRITCHARD: -- R-163?

MR. O'KELLEY: At Page 134. January 5, 1987, recorded April 1 of '87.

MR. PRITCHARD: Now they show that as being -- I'm sorry. It is R-163, 134. I see it. Sorry, Hamlin. I know, it's what Raven's Run conveyed to RAC about the waterways and the lakes and stuff.

MR. SPELL: As limited by Plat BL-57.

THE COURT: It says it's included in Plat BL-57, right?

MR. PRITCHARD: Yes.

THE COURT: So that deed is dated January 5th of '87 and recorded April Fool's Day in 1987, all right? That's part of our problem. Then we've got the restricted covenants coming into being when? August of '86, recorded October of '86, right?

MR. O'KELLEY: That's correct.

MR. SPELL: Correct.

THE COURT: So they actually predate that deed.

MR. PRITCHARD: Uh-huh. What did you say the date of those restricted covenants was?

MR. O'KELLEY: Those were August 29 of '86.

MR. OBERMAN: Recorded 10/17/86.

MR. O'KELLEY: October, '17.

MR. PRITCHARD: Okay.

THE COURT: And then --

MR. OBERMAN: BK-2 --

THE COURT: -- BK-2 predates that; does it not?

MR. OBERMAN: Correct. 8/21/86.

THE COURT: Recorded 8/21/86. Those show our relevant lots; do they not?

MR. O'KELLEY: Yes, sir.

MR. SPELL: On the Crown Pointe side.

THE COURT: Right.

MR. SPELL: Yes. And that would be the plat referred to in the 2001 deed with the abstracter's note.

THE COURT: So BK-1 and 2, also depicts the drainage easement to the rear of each lot; does it not?

MR. SPELL: They do. It does, Your Honor.

THE COURT: He's dedicating -- by recording this plat, he's dedicating the green areas and lakes

to the use of the East Crossing Subdivision and Crown Pointe Subdivision Homeowners, correct?

MR. OBERMAN: Correct.

MR. SPELL: Correct, Your Honor.

THE COURT: Mr. O'Kelley, if he's dedicating that to a different entity by plat, how does that maintain -- how do you maintain ownership control? Because exactly a week later, after this thing is recorded, Plat BL-57 is created, one week later by the same guy, Keith Ruddy.

MR. O'KELLEY: Who then tells us by the covenants and by the deed that they don't -- his intent I don't think we could get any clearer because he actually wrote it in. Maybe he didn't do it correctly, but the intent was to definitely give it to my folks.

Again, I go back to the deed into these three Defendants. All the deeds reference this exact covenant that says you don't own it. Raven's Run owns it.

THE COURT: The one deed I looked at just said any easements and restrictions of record. Is there a chain of title they are specifically referencing?

MR. O'KELLEY: There is, Your Honor. I'm just trying to -- Ms. Kinlaw says, Subject to any

covenants. Mr. Kubu says, Subject to any covenants. Ms. Johnson says, Subject to those covenants recorded at Book O-158 at Page 414.

THE COURT: Okay.

MR. OBERMAN: Your Honor, I'll point out, the deed into my client also references Plat BP-161, 160-161, which has the green areas dedicated to Crown Pointe for the public.

MR. O'KELLEY: Your Honor, those plats are of Crown Pointe. They're not Raven's Run. I think that's important.

THE COURT: Right. Right. Therein lies my dilemma. If you've dedicated it to Crown Pointe, how do you then --

MR. O'KELLEY: Because I don't think it's showing the part -- it's not a plat of what my client owns. Am I making sense? It is only showing Crown Pointe over here. My client owns up to (indicating). It's not showing all of Raven's Run. If it showed Raven's Run and Crown Pointe together I think the issue would be more clear.

THE COURT: Well, isn't that the substance of Mr. Seabrook's plat?

MR. O'KELLEY: And Mr. Seabrook's plat, I think, does show that Raven's Run -- as I pointed

out, Your Honor --

THE COURT: Well, he does because you've hired him to do that. They've already dedicated it to -- I don't know when that was done. It's already been dedicated to Crown Pointe.

MR. O'KELLEY: Your Honor, this was done in --

MR. OBERMAN: 2016.

MR. O'KELLEY: December of '16 before I was involved.

MR. OBERMAN: They were hired by the neighborhood, and we have all the documentation.

MR. SPELL: And Your Honor, if it was dedicated prior to -- if there were a conveyance, which I don't believe there was, but if there was a conveyance, it would have to be subject to the dedication. So it would be possible that the conveyance into Raven's Run, which we don't believe exists and Mr. O'Kelley believes does, it might have been a conveyance, but it would have to be subject to the dedication which was prior to the conveyance because the dedication doesn't speak to ownership. It speaks to use.

So it's the intention of this person, who made the dedication, that it be forever. So we see this 40-foot beyond the property line on the Crown Pointe

side -- on the Raven's Run we see 40 feet, and it appears that based on the dedication language of the plats on either side of the central line of the waterway, we see an intention that they be dedicated -- the Crown Pointe side to Crown Pointe and the Raven's Run side to Raven's Run regardless of ownership, and the dedication predates the conveyances. In fact, the plat referred to in my client's deed has the specific language that the lake is dedicated for the use of Crown Pointe Homeowners. That language is, in fact, on the plat which predates -- that's the BP-162 which predates the -- it doesn't predate it. It's recorded prior to BP-163, the Raven's Run side, by minutes with them being sequentially numbered.

THE COURT: Mr. O'Kelley, let me take you to Plat BK-2, which was recorded August 21 of '86.

MR. PRITCHARD: BK-2 is the plat showing Crown Pointe Subdivision Lot 25-E, 49-E, 67-E, 79-E made by Precision Land Surveying.

THE COURT: So this one shows a clear dedication. I guess it's Mr. Pack or Mr. Rack?

MR. PRITCHARD: Pack, I think it is.

THE COURT: Pack was the name? Dedicating the green areas and the lakes shown thereon. Again, you

can't see what's green, but it's that same dashed line at the end of each lot closest to the water and then showing the drainage easement. He's clearly dedicating this to the Crown Pointe Subdivision Association forever.

MR. PRITCHARD: Correct. Your Honor, I forgot what it says. That predates R-163, 134, which purports to have RAC conveyed to Raven's Run. This plat predeceases that -- it predates that. And then the deed conveying the lakes refers BL-57. There is nothing on BL-57 that indicates a lake or anything that indicates Crown Pointe.

MR. SPELL: So Raven's Run would have to show either the conveyance or dedication that predates BK-2?

THE COURT: So you have a dedication in BK-2 to Crown Pointe followed by a deed from RAC to Spectra in January of '87. That's Book O-16, 258 --

MR. SPELL: Correct.

THE COURT: -- conveyance out referencing specifically BK-2, and then you have what I assume to be a final plat. This may well be a conditional plat. That's what I'm trying to figure out here. Then you've got BP-161, which is, I believe, essentially the same subdivision.

MR. OBERMAN: Yes, it's Crown Pointe.

THE COURT: Of Crown Pointe. And again, now we're in '87 with the plat dated June of '87 and recorded in December of '87. Up in the top left corner, Arthur Brindleson for Spectra Development, who owns the property, is now -- according to the plat, the green areas and lakes shown are dedicated to the use of the Crown Pointe Subdivision Homeowners Association forever. So you've got a rededication.

MR. O'KELLEY: Your Honor, we turn to the word, use. Is use able to use it or is it owned by?

MR. OBERMAN: I think that's the standard dedication language.

THE COURT: It's a dedication. I don't know who's maintaining it. It doesn't sound like anybody's maintaining it out there. That's another story.

MR. OBERMAN: My clients are, Your Honor.

THE COURT: The people that are on it are using it.

MR. O'KELLEY: Your Honor, the testimony would show that this was all sort of wild, vegetative area, and then people came along and cut it which lead to one of the reasons for our being here today.

THE COURT: Sure. I understand that. I feel

compelled to find that these people own their lots, and then behind their lots is the fact that the property's been dedicated to the use of Crown Pointe Homeowners Association before it was conveyed to Raven's Run Homeowners Association. That's just what it looks like to me. I realize that's not what my TRO put into place, but we've been exhaustively through these plats today. Once it's been dedicated to one entity, Crown Pointe, I don't see how Raven's Run can get hold of it thereafter especially in the subsequent deed.

So RAC has already -- RAC has already conveyed the property to Spectra pursuant to Deed O-161, 258 which predates Deed R-163, 134, which is RAC then conveying to Raven's Run. So I think it looks to me like both the deed into Spectra and the dedication to Crown Pointe predate the conveyance to Raven's Run. The deed was recorded in January. This is interesting. The Spectra deed was dated, according to my notes, January 14th of '87 and recorded January 26th of '87.

The deed into Raven's Run was dated the 5th of January and recorded in April of '87. You've got a clear dedication on the plat, and it looks to me that what RAC conveyed out to -- the Crown Pointe

Subdivision, for whatever reason, was just carved out of Raven's Run. So I think these folks own their lot. I think rather than responding to Raven's Run, they've got to respond to Crown Pointe, which this was all their case, but that's a different issue. That's what I'm seeing. Okay? That's going to be my finding.

MR. OBERMAN: Thank you, Your Honor.

THE COURT: I think it's a question of law. I don't think there's any question about it. It's just a -- it's a timing thing. Mr. O'Kelley, I know you don't agree, and your argument is that they reserved it, but I'm just not seeing it. I'm just not seeing it.

So I'm going to order that these Defendants, the Counterclaiming Defendants -- do you-all have cross-claims against -- were there cross-claims as well against Crown Pointe?

MR. OBERMAN: We do not have --

MS. STRANDBERG: Your Honor, Crown Pointe Homeowners Association doesn't have any counterclaims.

MR. PRITCHARD: I've got a feeling I did in my answer. Judge, I'm more confused today than I was when I started. That's just smoke and mirrors.

Okay?

THE COURT: Okay.

MR. PRITCHARD: I shouldn't admit that.

THE COURT: I just -- it's just a piece of it. I looked at this stuff at some great length late last week. We had a rough day in here yesterday.

MR. O'KELLEY: I was here for that.

THE COURT: I've been reading -- I woke up this morning and started reading this treatise on easement law here in South Carolina. I was looking for -- we've got two -- really three issues going on here. One is title. These folks have title to their lots. I don't think there's any question about that. What's unusual about this subdivision, and it's throughout the subdivision, is that -- and all throughout there's a 60-foot easement, and I'm not sure if even you can call that a drainage easement. It's an easement. The drainage easements, to my way of thinking are the 20-foot strips that go from the road to the water.

The easement is at the end of each lot, and I'm sure that's for wetlands purposes. It must be really wet back there. I don't think I've been in Raven's Run, but it reminds me of where I have been which is Shadowmoss.

MR. O'KELLEY: It's not quite that low, Your Honor.

THE COURT: It's not as low as there? Well, that's positive. I think from the photographs I saw previously it sort of slopes down to the water, doesn't it?

MR. PRITCHARD: It goes kind of like that, Judge, and literally between the rear lot line to the lake, Your Honor. It's not expansive.

THE COURT: So you've got some type of easement back there. Well, an easement is a right to use. Okay? There was some language in here about -- even in the R-163 deed, there was language in here about it being a non-exclusive -- an ingress/egress easement for the benefit and purposes of the grantee. This is the Raven's Run deed. Not being exclusive but held in common with all lot owners of record in Raven's Run Subdivision and/or the County for drainage purposes.

This deed goes on to say, all of the parcels are then described in Raven's Run Subdivision Phase III, which these lots absolutely are not.

MR. PRITCHARD: Right.

THE COURT: So that's what's convinced me that these are different, and I do find -- you've got --

one of the thoughts about all of this language as to easements is you've got to find out what the intention of the parties was or is, and that's where I find these subsequent deeds, the quit claim deeds prepared by Cisa and Dodds from East Crossing to Crown Pointe and from RAC by Robert Causey, liquidating trustee to East Crossing and Crown Pointe states all those common areas, including any lake or green area located in Crown Pointe Subdivision, specifically referencing Plat BK at Page 2 and then -- again, this is highly unusual.

There's a note in the legal description from the abstractor, it's the intention of this deed to convey all property set forth on the aforementioned plat, save and accepting all platted lots and public rights of way. That's the conveyance into the Crown Pointe Subdivision. Okay?

I think Crown Pointe -- I find that Crown Pointe Subdivision has the ownership and use not exclusively with the homeowners of those 60-foot easements outside the parameter essentially of the lots in the Crown Pointe Subdivision.

MR. PRITCHARD: Judge, all we really want is to have it cut and look nice.

THE COURT: All right.

MR. O'KELLEY: Your Honor, of course you'll note my objection, that of course, as seen in the covenants, says just the opposite.

THE COURT: And it is my finding that the covenants have to be strictly construed, and again, they came after the filing of the plat, BK-2. So I do think the dedication was already in effect at the time the covenants were created. For whatever reason these predate this particular phase, the Crown Pointe Subdivision, seems to me to predate those restrictive covenants anyway.

MR. SPELL: Your Honor, the Court's going to find ownership, use and ownership, in the 40-foot easement. Would the Court be open to Crown Pointe having a plat and a confirmatory deed to go along with the order that's going to come out of this hearing so that the taxes and the ownership won't come up in question again as to this side of the pond?

THE COURT: Well, I'll take that up after Mr. O'Kelley exhausts his administrative remedies.

MR. SPELL: He confused me. Partner in crime.

THE COURT: All right. That's my ruling. Mr. Oberman?

MR. OBERMAN: Do you want me to draft an

order, Your Honor?

THE COURT: If you could put together an order following this line of thought, that would be helpful.

MR. OBERMAN: Okay.

MR. O'KELLEY: And Your Honor, I would just ask to see it before it goes.

THE COURT: Sure. Make sure Mr. O'Kelley gets a copy.

MR. PRITCHARD: I don't think he's got a right to see it.

THE COURT: Mr. O'Kelley, I'll look for your motion.

MR. O'KELLEY: You'll see it, Your Honor.

MR. OBERMAN: We have counterclaims, but I imagine we might --

MR. O'KELLEY: Those counterclaims were for abuse of process. I don't think there's been any showing that this case was brought in bad faith.

THE COURT: Talk to your client.

(Off-the-record discussion.)

MR. OBERMAN: Your Honor, we're dropping our counterclaims.

THE COURT: Very good. That will save us.

MR. O'KELLEY: Your Honor, under a

housekeeping matter, we had a very difficult person yesterday. He was subpoenaed. He said he was not going to show up here today. We're releasing him from that subpoena. It's the landscaping company who basically told me to go jump in a lake. We had to get a process server out there, but that subpoena is released. We'll contact them and tell them they don't need to be here at 1:00 today.

THE COURT: That will make him happy. Sounds like it. Thank you, Mr. O'Kelley. All right, folks. This was a more difficult than unusual subdivision.

MR. PRITCHARD: You did a good job. You understand it better than I did, and I've been studying it for months.

THE COURT: Well, your side of the table thinks that. This side of the table doesn't agree.

MR. OBERMAN: Your Honor, 30 days?

THE COURT: Yes, 30 days will be fine. I'll get that. I'm sure I'll see it again. I know Mr. O'Kelley. He doesn't give up without a fight.

MR. SPELL: Would it be appropriate to ask the Court to find now the --

THE COURT: I'm going to terminate the TRO.

MR. SPELL: So we can cut the grass?

THE COURT: Yes. That is part of the deal.

(The proceedings were concluded at 11:44 a.m.)

State of South Carolina)
)
County of Charleston) C E R T I F I C A T E

I, Christine A. Smith, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 19th day of February, 2019 at Charleston, Charleston County, South Carolina.

_____
Christine A. Smith
Notary Public
My Commission Expires
May 12, 2021

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF CHARLESTON

RAVENS RUN HOMEOWNERS ASSOCIATION, INC.,

Plaintiff,

vs. CASE NO. 2017-CP-10-00473

CROWN POINTE ASSOCIATION, INC.,

Defendants.

HEARING

DATE: January 8, 2019

TIME: 2:00 p.m.

LOCATION: MASTER-IN-EQUITY
Charleston County
100 Broad Street, 2nd floor
Room 226
Charleston, SC

BEFORE: HONORABLE MIKELL R. SCARBOROUGH

REPORTED BY: JASON W. TOURO, Court Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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PROCEEDINGS

THE COURT: So we're back on the record. This case is Raven's Run Homeowners Association, Inc., as plaintiff versus Crown Pointe Association, Inc., as defendant, includes a number of individual property owners who have been named, and we are here today on Mr. O'Kelly's motion to reconsider which I have had a chance to -- I have received and reviewed. I also got what Mr. Oberman calls a midi brief.

MR. OBERMAN: Yes, Your Honor. A brief brief.

THE COURT: Nice, short and sweet. Hopefully to the point. And I also of course have reviewed my order which was filed November 8, 2018. So that was right about two months ago today. And so just for the record, Mr. O'Kelly is here for the plaintiff?

MR. O'KELLY: Yes, sir.

THE COURT: Mr. Oberman?

MR. OBERMAN: Katherine Kinlaw.

MR. SPELL: Leila Johnson.

THE COURT: Mr. Jeff Spell.

MR. PRITCHARD: Mr. Kubu.

THE COURT: All right. Mr. Pritchard

here for the Kubus. All right. Mr. O'Kelly.

MR. O'KELLY: Thank you, Your Honor. Your Honor, this is our motion to reconsider your order.

MR. OBERMAN: And just as a preliminary matter, I just want to -- I know they submitted affidavits --

MR. O'KELLY: Mr. Oberman, I think it's my turn to talk. I think if you have an objection to something we can --

THE COURT: Yes, let me tell you this. I made reference in the motion to some of the documentation; I haven't seen it. Is that what's in front of me?

MR. O'KELLY: What is in front of you, Your Honor, are things mainly which you've seen before. I've got a notebook of deeds, plats, GIS pages and a schematic drawing from one of my clients about the things that will be here today. But I'm not going to interrupt Mr. Oberman; so I would appreciate it, Your Honor, if he would not interrupt me.

MR. OBERMAN: I just know there were affidavits submitted in this case and I think -- for the motion of reconsideration I just

think it would be improper to consider the new evidence and affidavits, and that's the gist of my filing for my midi brief.

THE COURT: I think what's significant about it is you can't argue something that wasn't previously raised for the Court.

MR. OBERMAN: Correct.

MR. KELLY: And, Your Honor, we are arguing things that were raised before the Court, and if I would be permitted to speak, we'll get to that.

THE COURT: All right. I'm going to let you talk. I'm going to tell you, I've been looking for any reference to a deed -- if there's any motion to reconsider let's just start there. It had a 150 number on it. Let me put this on the record. I couldn't find it anywhere in my record. So if it's in the record, if you would point that out to me.

MR. O'KELLY: Yes, sir, it is the deed right in front of you and I've got -- this is the notebook.

THE COURT: Is it the same notebook we had at trial?

MR. O'KELLY: It's a different notebook

from the one we had at trial. The one we had at trial is right here, Your Honor. And it had --

THE COURT: Where was it in that trial -- in that notebook?

MR. O'KELLY: It was number F in the trial notebook, Your Honor.

THE COURT: All right.

MR. O'KELLY: It's both E150 and Page 875. I brought the trial notebook with me just so Your Honor -- just in case it came up, Your Honor. It's the same deed.

THE COURT: EF150 at page --

MR. O'KELLY: E150 at 875.

THE COURT: 875?

MR. O'KELLY: Yes, sir. Which has know been marked as Plaintiff's 1 to today's hearing.

THE COURT: All right.

MR. O'KELLY: Your Honor, that deed is really the key to why we filed this motion and why we're here today.

THE COURT: All right.

MR. O'KELLY: Because that deed from RAC Enterprises, Inc., the date of that deed is important, Your Honor. It's December 10th, 1985. It was recorded December 11th, 1985, and if Your

Honor will follow along with me in the property description of that deed from RAC Enterprises, Inc., which is -- Your Honor will remember was the developer at Ravens Run.

THE COURT: Right.

MR. O'KELLY: And also involved later on with the development of the neighboring neighborhood Crown Pointe.

THE COURT: Okay.

MR. O'KELLY: That deed states that all those certain pieces, parcels, or strips of land, bodies of water, roadways and marsh below described, all of which are shown on a search plat entitled Phase 1 Ravens Run located in Christ Church Parish, Charleston County, SC, property for RAC Enterprises INC. Said plat being prepared by Keith Ruddy dated November 20th, 1985. Said plat recorded December 3rd, 1985, in the RAC office for Charleston County in plat BG Pages 52, 53, and 54 which Your Honor has in the notebook for today as well and it was also included -- part of this deed -- I can't remember whether or not it was before Your Honor the last time or not, but I think it was.

But either way that's not really what

is important here today. Because what's important here today, Your Honor, is the next paragraph.

THE COURT: Okay.

MR. O'KELLY: Where it says: Lakes, fingers, coves, and other bodies of water saving or excepting those bodies of water which are included within specific residential up lines as to said bodies of water, and then it goes on. But go along with me, Your Honor, at the bottom of that page --

THE COURT: Are we reading the deed now?

MR. O'KELLY: We are reading from the property description of the deed itself.

THE COURT: All right.

MR. O'KELLY: And that's what I want Your Honor to follow on.

THE COURT: Okay.

MR. O'KELLY: At the bottom of that page right before they have handwritten the TMS number. THE COURT: Yes.

MR. O'KELLY: Describing all lakes, fingers, coves, and other bodies of water. It tells us where those are. And my client has done a little drawing. I don't know if it would pass muster in terms of surveying but just so Your Honor

can see. Along the southern right-of-way of Rifle Range Road, irregular strips of land situated to the east and west of the intersection of Omni Boulevard and Rifle Range Road on the thin, long, and eastern property line an abandoned and I think -- I can't -- I think it's 25 -- it tells us exactly where that property is in terms of what brings us here today, Your Honor. That is the deed that is key, and that was in 1985. That specific land was deeded to my client.

Your Honor then determined in your order -- well, that was the land that was actually deeded to Crown Pointe, but we contend that Your Honor unfortunately got it wrong because this was the deed that controlled because property had already been deeded out at the time Crown Pointe was actually platted and subdivided, which, Your Honor, if you'll look at the Crown Pointe plat, which I've attached today as Exhibit 3.

(PLF. EXH. 3, was marked for identification.)

THE COURT: All right. Hold on there for just a second.

MR. O'KELLY: Yes, sir.

Your Honor, this is also so you can

just see a little bit better, Exhibit 10, which is blown up showing the same.

(PLF. EXH. 10, was marked for identification.)

MR. O'KELLY: What the county has determined -- I know that the county's GIS page isn't determinative of anything, but it just demonstrates for this, quote: An irregular strip of land situated to the east and west of the intersection of Omni Boulevard and Rifle Range Road begins and where it goes down along the property line which is the same property which was conveyed to my clients in 1985.

THE COURT: Hold on again, Mr. O'Kelly, just let me read.

MR. O'KELLY: Yes, sir.

THE COURT: All right. So in looking at Plaintiff's Exhibit 1 to your motion, the E150 Page 875, what specifically references our lots in Crown Pointe?

(PLF. EXH. 1, was marked for identification.)

MR. KELLY: It references that strip in that right of way in the plat for Crown Pointe at that point had not been done. We then get to that

plat in August --

THE COURT: Back here. How do I know it's -- on here it's drawn in green.

MR. O'KELLY: Right.

THE COURT: What's my reference to the deed to what's here drawn in green? That's my question.

MR. O'KELLY: Your Honor, it's what I've said before, the irregular strip of land situated to the east and west of Omni Boulevard, which you can see that east and west of Omni Boulevard.

THE COURT: So that's to Omni.

MR. O'KELLY: Yes, there's that. And then Rifle Range Road, that irregular strip that runs green on this exhibit, this hand drawing down along the edge all the way down begins at 66E up at Rifle Range Road and all the way down to 37E which are the lots in question.

THE COURT: Okay.

MR. O'KELLY: And that is the irregular strip of land that was deeded away in 1985. So all of Your Honor's findings are about who and what we think were erroneous because at that point it had already been deeded. So if you plat something

else, if you give something else, if you change, you can't, as Your Honor has said many times in this courtroom you can't mortgage what you don't own. You can't deed what you don't own. You can't change something by ownership by a plat when it's already been deeded out of there. So that is the entire crux of our argument, Your Honor.

THE COURT: All right.

MR. O'KELLY: We have got the plat from -- and I'd just like to walk through the exhibits briefly if I may?

THE COURT: I just want to make sure that what you're telling me for the record is that the description of the property being conveyed is contained in the language two irregular strips of land situated to the east and west of the intersection of Omni Boulevard and Rifle Range Road.

MR. O'KELLY: And then running along the east, yes, sir, that's exactly right. Along with above that -- because Your Honor, I then found the bodies of water were not owned by my clients as well.

THE COURT: Along the eastern property line an abandoned 25-foot drainage easement.

MR. O'KELLY: And then also, Your Honor --

THE COURT: Stop. I've got to get you to agree or disagree with me because you're on cross examination right now, Mr. O'Kelly. That's what I'm trying to figure out.

All right. So then along with the eastern property along the eastern property line. Now, are we east of Omni Boulevard or where are we? How do you know where we are? That's my question.

MR. O'KELLY: Correct. The eastern property line which runs on this exhibit would be on the right-hand side that's not included here, goes down and around and that's why the county's GIS page for this irregular strip which is on both sides of the property line shows it as being such a weird snaky piece of property.

THE COURT: Looks like a snake, doesn't it?

MR. O'KELLY: Yes, sir. Since that's why it's irregular and that's why it runs kind of -- it runs along the property lines we are talking here, but also runs all along -- all through Ravens Run, Your Honor. It's not just what's shown on this exhibit. It's here and then

it runs --

THE COURT: What you've got is highlighted in red on this map.

MR. O'KELLY: Yes, sir. And so that is our opinion under cross examination that that is it. And which goes to the issue of the covenants for our dear friends in Crown Pointe. We've also got the page with the covenants as an exhibit that says that those people who own lots 37E through 66E are prohibited from boating, swimming, and fishing on the portion of land around between the rear lot because it is owned by the Ravens Run Home Owners Association which is what we think is dispositive, Your Honor. When RAC drafted covenants for Crown Pointe, they knew that this property was owned by my client and said you can't use it. Which is why of course, Your Honor early on before we dug into this gave us our TRO -- our preliminary injunction in this matter.

So, Your Honor, that's really the exhibits before you show you that there were lakes and green spaces dedicated to Crown Pointe by the quitclaim deed that was discussed, but those are the items that are shown in red on GIS Page Exhibit 11 and referenced in the plat book BK Page

3 which Your Honer, one of your findings was, well, that that plat somehow showed a dedication of lakes and green spaces in Crown Pointe, so I'm going to rule that your people don't own it.

(PLF. EXH. 11, was marked for identification.)

MR. O'KELLY: But I think, Your Honor, and I apologize -- maybe I didn't explain it well enough at the hearing in August. That relates to the green areas only within East Crossing which is also known as the Crown Pointe subdivision. It didn't transfer anything from RAC to Crown Pointe. And that deed, Your Honor, was in December of 2001 way after the deed that brings us here today. But we think, Your Honor -- we did review at the time of the hearing, but we think, Your Honor, just -- and again, I apologize, maybe it was my fault for not pointing it out more clearly at the time of the hearing. The deed transferred the irregular lots to my clients back in 1985, and we think that's the reason for the rehearing. If it creates any to effect we're happy to come back and try it before you. But we think it's pretty subtle based on that 1985 year.

THE COURT: All right.

MR. O'KELLY: And, Your Honor, before the hearing there was talk by Mr. Pritchard that I filed this motion out of time. I've got a copy of Your Honor's order as I state in my motion to reconsider on November 19th, 2018. I then sent this in to Ms. Armstrong's office on November 26th; it was filed on the 28th. I understand Mr. Pritchard is probably going to say that he got his mail faster. Well, I cannot control the United States Postal Service.

Your Honor, I think my reputation is such I wouldn't put something in a pleading unless I knew it to be true.

THE COURT: All right. Just to cover that. When did you receive notice?

MR. O'KELLY: Your Honor, we got notice on November 19th from the Court, and then Mr. Oberman mailed it to us as well, and then Ms. Dennis actually sent an email with a copy of it to everyone after -- I think that was after the 19th. I can go back and let the Court know.

But, Your Honor, I wouldn't put this in here unless it were true as an officer of the court.

THE COURT: Filed on the 28th?

MR. O'KELLY: Yes, sir. I mailed it on the 26th.

THE COURT: I've got it. All right. So I want to be able to summarize your position, and your position is that by an earlier deed, specifically E150 Page 875, the 25-foot easement -- what do they call it here -- drainage easement on the eastern property line.

MR. O'KELLY: It's not an easement, Your Honor, it's actual dirt.

THE COURT: I'm sorry?

MR. O'KELLY: It's actual dirt that was conveyed, not an easement.

THE COURT: Okay. Along the eastern property line?

MR. O'KELLY: Yes, sir.

THE COURT: The two irregular strips of land, how do we know the depth and the width, the extent of the covenants?

MR. O'KELLY: Well, that's a question because at that time they owned all the land -- those irregular strips. And I think they put that in there because they later went on and platted Crown Pointe knowing that they were going to create those irregular strips. So it's basically what's

left over after you take away Crown Pointe.

And there were at one point survey markers out there. I'm not sure if they are still there or not, but I walked the property at one point and they were. You could see actual survey markers. Not new ones from the folks who have settled with us -- who also got their stuff surveyed.

THE COURT: All right. So back to my question then, they're conveying an irregular strip along the 25-foot drainage easement. But with width, length, depth of that strip we have no description in this deed; is that correct?

MR. O'KELLY: Correct, Your Honor. There is no specific description here. But once you take away the negative -- the lots of Crown Pointe they're gone.

And also, Your Honor, the water that shows the lakes, fingers, and coves, Your Honor's ruling was that my clients didn't own that as well, but I think clearly they did own that based on what is here.

THE COURT: And your argument there is because those are being conveyed in this deed and what's referenced in the Crown Pointe covenants is

what's contained within the confines of Crown Pointe.

MR. O'KELLY: At the Crown Pointe plat from August of 1986, Your Honor.

THE COURT: Which you showed to me and read all your exhibits?

MR. O'KELLY: Yes, sir. And it's also -- the plat is actually in the exhibit book as well. Which is the reason the county is -- if you go to the property record card, Your Honor --

THE COURT: I understand that map. I have been looking at them for too many years.

MR. O'KELLY: Yes, sir. And --

THE COURT: They are indicia of ownership.

MR. O'KELLY: That's correct. But the real property card which I've attached, Your Honor, does show that this was -- references the specific deed.

THE COURT: Okay. All right. I'm with that, okay.

MR. O'KELLY: And that's the gist of our argument. Thank you.

THE COURT: All right, Mr. Oberman.

MR. OBERMAN: I'm thoroughly confused.

MR. O'KELLY: Well, Your Honor, that was Mr. Oberman's M.O. all along is try and confuse the Court.

THE COURT: All right, that's enough.

Mr. Oberman, let me hear from you.

MR. SPELL: I'm not confused if you want me to take this.

THE COURT: Let me just give y'all my caveat because I felt pretty comfortable with my ruling and with my order. But as soon as I read the motion to reconsider and it clearly referenced a prior in time deed, that's when I started pointing at okay, what does that deed say? I've been looking for that deed.

MR. OBERMAN: First of all, this is the deed that he references the deed to Phase 1. You remember correctly there was a Phase 1, 2, and 3, and this deed references plats and it deeds out what's on those plats. So I'll give him the plats, I can lay those plats out for you to show you exactly --

THE COURT: Well, I haven't yet looked at plats referenced in that BG52.

MR. OBERMAN: That's correct.

THE COURT: So maybe we should take a

look at those.

MR. OBERMAN: Yeah, let's take a look at those.

THE COURT: All right.

MR. O'KELLY: Your Honor, they are included in your notebook.

MR. OBERMAN: I will put them in reference to where they are.

THE COURT: Can you tell me which exhibits those are Mr. O'Kelly?

MR. O'KELLY: Yes, sir.

THE COURT: It looks like it's Exhibit 2, is it?

MR. O'KELLY: It is, Your Honor.

(PLF. EXH. 2, was marked for identification.)

THE COURT: Previously was what?

MR. O'KELLY: Mr. Oberman put it in last time, Your Honor, and it wasn't in my notebook.

MR. OBERMAN: I'm not sure if I put them in or not.

MR. O'KELLY: I think we did.

MR. OBERMAN: So we are -- I mean, I kind of have these laid up out like this

(indicating). This is BG -- the first one BG51, 52, 53. I don't know if Your Honor can see how I have them arranged here on the table.

THE COURT: Okay.

MR. OBERMAN: Phase 1 kind of goes like this and circles around Crown Pointe.

THE COURT: I do have them in front of me, but you've laid them out.

MR. OBERMAN: Yeah, I laid them out -- they should be -- this is all -- we are down here (indicating). This, I believe, is Rifle Range Road up here (indicating). It's obvious this isn't to scale.

THE COURT: I assume that's Omni over there to the right?

MR. OBERMAN: Yes. The whole Phase 2 is not shown on that. And that's the stuff that borders up against our property.

THE COURT: Okay.

MR. OBERMAN: So if you recall that was like, the BL57 was that the plat into Phase 2 that was referenced that had the Phase 2 from Ravens Run. So after all this they developed this section (indicating). So here's -- Plat 1 would be here (indicating), Plat 2, Plat 3. All of this

(indicating) -- all of this is not platted, the middle part. This X shows approximately where our property is.

THE COURT: Okay.

MR. OBERMAN: So it's down there. It is not any of the Phase 1 plats. So at least we know in the plats, you know, what's deeded. Five plats are definitely not deeded to Ravens Run at this point.

THE COURT: Okay, all right.

MR. OBERMAN: And I think we can agree on that.

THE COURT: It's not referenced in the plat is your position?

MR. OBERMAN: It's not, correct.

MR. O'KELLY: It doesn't need to be if it's already deeded out.

THE COURT: I want to make sure I can get down to what the gist of the problem is.

MR. OBERMAN: And my understanding, he's relying on this language along the southern right-of-way of Rifle Range Road to -- along the southern right-of-way of Rifle Range Road, two irregular strips of land situated to the east and west of the intersection of Omni Boulevard and

Rifle Range?

MR. O'KELLY: That's correct.

MR. OBERMAN: Okay. So this is on the southern right-of-way of Rifle Range Road.

MR. O'KELLY: Okay. On the southern side of Rifle Range Road. Rifle Range couldn't be any clearer.

THE COURT: Well, it could be. If they drew me a picture --

MR. O'KELLY: If they drew you a picture, if they had attached a better plat --

THE COURT: See that's been done. But for the demonstrative purposes but not for evidentiary purposes?

MR. OBERMAN: Correct, Your Honor.

MR. SPELL: Your Honor, if I may interject just one brief moment with Mr. Oberman's blessing. This neighborhood's a gated community, and you enter the neighborhood from Rifle Range Road on to Omni.

THE COURT: Okay.

MR. SPELL: And if you were to stand on Rifle Range Road and look into the gate on either side of Omni there is a little bit of dirt. And that would be described as -- and this is at the

gatehouse, at the entrance -- and that would be described as two irregular strips of land on the east and west side of the intersection and it might me nothing more than the entrance of the neighborhood.

Along the southern right-of-way of Rifle Range Road two irregular strips of land -- these could be very small, they could be very large, and they're situated to the east and west of the intersection of Omni Boulevard and Rifle Range Road. This is the entrance to the neighborhood. I think it would be a mistake to read that somehow beyond this intersection that this intent was, oh, and go down a ways, turn left, go along the water, go behind all of the neighborhoods on both sides all the way on. And we intend to convey all of that by two little irregular strips -- of land and I add the word little -- two irregular strips of land on the east and west. Mr. O'Kelly makes no argument about the east side of Omni. If you look on this drawing -- he's written the word east; he's written the word west; and he's colorfully laid out all of our land which is clearly to the west and in green; however, he doesn't mention where does this end on

the east.

MR. O'KELLY: It's shown in our exhibit --

THE COURT: Hold on. Is that even relevant?

MR. O'KELLY: No, sir, because it doesn't relate to the lots in question.

THE COURT: That's what I call nonmovements, right? It's not part of the property.

MR. O'KELLY: Yes, sir.

THE COURT: Crown Pointe essentially constitutes the northwestern sector of Ravens Run, does it not?

MR. O'KELLY: It does, Your Honor.

THE COURT: All right. At least I'm in the same ballpark.

MR. SPELL: I don't believe it's north of Ravens Run at all. I believe that it's west and south of Ravens Run. If this was oriented north -- to the north, if this is up and down (indicating), we're on this side which is west (indicating) and nowhere north of --

MR. O'KELLY: It's between the connector on Rifle Range Road and Ravens Run.

MR. SPELL: It's on the south side of Rifle Range Road --

MR. OBERMAN: I've got it.

Your Honor --

THE COURT: It's the southeastern corner of the connector and Rifle Range, but it would be the northwestern corner of this tract of land. I want to make sure -- I like being in the same field if we're going to play ball.

MR. OBERMAN: Your Honor, if you would look at -- it says along the southern right-of-way of Rifle Range Road. So we know that.

THE COURT: All right.

MR. OBERMAN: The Phase 1 plat, the very, obviously, northern part of it, Rifle Range Road is shown right there.

THE COURT: Okay.

MR. OBERMAN: You're with me?

THE COURT: Let me ask this question: Do these plats BG52, 3, and 4, do they show that property anywhere?

MR. OBERMAN: Oh, no, not at all.

THE COURT: All right. And Mr. O'Kelly, you agree with that?

MR. O'KELLY: It actually shows the

lakes, Your Honor, and the fingers, which Your Honor has ruled my client's don't own.

THE COURT: Right. So show me which page. Sheet 103, 203, or 303?

MR. O'KELLY: Mr. Oberman, may I?

MR. OBERMAN: Sure.

MR. O'KELLY: And I highlighted where it says lake, Your Honor. BG52 and on 53 it actually uses the word lake. And then if Your Honor can see where it says lake, little fingers that actually go in that look irregular and coves that go in that are described in the property description.

THE COURT: Which ones are adjacent to Crown Pointe?

MR. O'KELLY: They are not shown on this because this is not a plat of Crown Pointe, Your Honor.

THE COURT: Which of the these lakes showing some type of description would be geographically connected from where they show on the plat to Crown Pointe?

MR. OBERMAN: I can answer that if you want, Your Honor.

MR. SPELL: That would be the west side

of Omni.

Your Honor, while they discuss that, the Court will not find that the coves on that side of the lake belong to Crown Pointe.

THE COURT: No, let's wait.

Now let me ask you another --

MR. O'KELLY: Your Honor, on that same plat, where it shows lake, crown Pointe's property is down here (indicating).

THE COURT: Sheet 1, sheet 2, sheet 3? Sheet 1?

MR. O'KELLY: Yes, sir.

THE COURT: All right. I think there was some discussion about that at the last hearing. I seem to recall that.

MR. O'KELLY: There was, Your Honor.

THE COURT: All right. So I'm now looking at sheet 1 which I belive is plat BG52 and to the north I believe.

MR. O'KELLY: And then Rifle Range, Your Honor, Rifle Range would actually intersect at the top of the plat if you turn the page this way, Your Honor (indicating). Mr. Oberman, Rifle Range is up here.

MR. OBERMAN: Right, so north, Rifle

Range is north.

THE COURT: Above where it says reserved for caretaker?

MR. O'KELLY: Yes, sir.

MR. OBERMAN: Correct. And if you'll notice on that Rifle Range Road, on the southern -- let me get the language -- southern right-of-way of Rifle Range Road, there are two irregular strips of land.

MR. O'KELLY: That also run down, Your Honor, I'm sorry.

MR. OBERMAN: And those are the only two that are along the southern right-of-way of Rifle Range Road.

THE COURT: Okay, all right. Would that be lot 1 maybe?

MR. O'KELLY: No, sir, Your Honor. It's lot 66E. It borders 66E --

MR. OBERMAN: No, it's above lot 1. It's actually along the right-of-way.

THE COURT: Along Omni Boulevard?

MR. OBERMAN: No, along Rifle Range Road. On the southern -- if this is north, it would be right here (indicating).

THE COURT: Mine's cut off. Let me see

yours. That's part of my problem.

MR. OBERMAN: Okay.

THE COURT: Okay.

MR. OBERMAN: And, Your Honor, that's actually platted and described along the southern right-of-way of Rifle Range Road, two irregular strips of land situated to the east and west of the intersection of Omni Boulevard. And it's along the southern right-of-way. It's not unplatted way down, you know, like I said, we are --

THE COURT: Let me get your magnifying glass.

MR. OBERMAN: I'm having trouble even seeing with the magnifying glass.

MR. SPELL: Your Honor, may I approach?

THE COURT: Just one second. Give me a second. I'm trying to think here, having a tough time.

All right, go ahead.

MR. OBERMAN: I mean, this deed has nothing to do with Crown Pointe or the property that borders, you know, my client's property on this side of the, you know -- I'm here (indicating). We're talking about up here and over here.

THE COURT: Your position is that this deed doesn't reference anything that is currently now or has ever been contained within the subdivision known as Crown Pointe?

MR. OBERMAN: Correct. Not at all. I mean conceivably it could, possibly, hoping we'll never know the -- up on the southern right-of-way off Rifle Range Road, that's at the very top of Crown Pointe way away from this drainage easement or lake or whatever.

THE COURT: Isn't that exactly what it says?

MR. OBERMAN: That's what it says. It says, along the southern right-of-way of Rifle Range Road.

THE COURT: Right.

MR. OBERMAN: Which is at the very north, and we're at the south of the property.

THE COURT: All right. I've got you.

MR. OBERMAN: Let me just point out this argument, of course, was never raised originally, and I'm hearing it for the first time today. So I apologize for that.

THE COURT: All right. I'm good with that. DD150 wasn't referenced in the order, but

you got me looking hard today, okay?

MR. OBERMAN: Okay.

THE COURT: Anything further? Mr. Spell wants to jump in and do something. I'll go back to Mr. O'Kelly, and I'll certainly give Mr. Pritchard a chance to speak if he'd like. All right, Mr. Spell, tell me what you want to tell me.

MR. SPELL: Your Honor, on BG52 Page 1 there is --

THE COURT: It's actually BG52 sheet 1 of 3, right?

MR. SPELL: Sheet 1 of 3, correct. There is what appears to be in the middle of the page, a road running basically up and down, which looks like it crosses the lake. If you'll look at what's been offered, it's the color blue and green drawing.

THE COURT: I've got it marked as Plaintiff's Exhibit 12. I'll call it for demonstrative purposes.

(PLF. EXH. 12, was marked for identification.)

MR. SPELL: There is a branch in the blue and a piece of property that looks like the state of Washington that's marked number

5610100006, does the Court see that one?

THE COURT: Lot 006?

MR. SPELL: 006, yes, Your Honor.

THE COURT: I do.

MR. SPELL: And lot 006 today -- may I approach, Your Honor?

THE COURT: Sure.

MR. SPELL: Lot 006 today is this right here (indicating).

THE COURT: Okay.

MR. SPELL: And what's happened is the road no longer crosses the river. It's been cut out according to the blue diagram here (indicating).

THE COURT: Okay.

MR. SPELL: So the property lines of that are critical, if they existed at all, would be in this area here (indicating). This area would be the boundary of Crown Pointe. And I'm going to show Mr. O'Kelly this.

MR. O'KELLY: And, Your Honor, just for clarification, the road is there. The lake runs under this road. There are culverts; it's all one lake.

MR. SPELL: Okay. The way it was drawn

blue I didn't see --

MR. O'KELLY: You can see the line is still through -- it's still there, it's just --

MR. SPELL: So anyway, to the extent that Crown Pointe's land appears on any of these three sheets it would appear here in this corner, do you agree Mr. O'Kelly?

MR. O'KELLY: That would be where the land is.

MR. SPELL: And with that I would say, Your Honor, if this what I've drawn here now is Crown Pointe.

THE COURT: Right.

MR. SPELL: If that is in fact our side of the lake where our clients live -- and the line may have been redrawn -- it would be quite a stretch, I believe, to say that this plat -- excuse me, this deed, which referenced that plat is trying to include dirt on that side of the line -- on the below the line -- side that I circled there, with this one sentence that says, irregular strips situated to the east and west of the intersection along Rifle Range, because Rifle Range is nowhere near what's drawn there. In fact, Rifle Range isn't even included on the copy at all.

And so, what ruled the day before was -- when we were here before was, our clients own land, and the fact that the property line is -- the question is who owns the property beyond the line. We have conflicting plats as the Court may recall. There were plats that said property of Ravens Run; there were plats that said dedicated to the use of Crown Pointe, actual conflicting plats. And there was a catchall phrase in a deed, a much more recent deed by the trustee or the -- whoever was handling the RAC. There was this catchall phrase that had an abstractors note that said whatever we did and conveyed before now we're conveying, and the problem is that the pieces of property that fell through the cracks did in fact fall through the crack. This deed does not pick up those pieces on the other side of the water, and I believe that that's the problem.

The language here says, it says, strips of land. And it says there is two of them. And it says that they're east and west of the intersection. And we do not see that on the plat. And it would be too much of a stretch to say what they meant was down here, when they could have easily have said, down here.

THE COURT: Right.

MR. SPELL: And that's all I've got at this moment, Your Honor.

THE COURT: Okay. All right, Mr. Pritchard, what do you want to add, sir?

MR. PRITCHARD: Judge, I'm not disputing Mr. O'Kelly's honesty. I'm just telling you that the clerk sent this and she says to all counsel of record. This was sent, she says, the judgement was added on 8/10/11, I mailed this mail first class on Friday, November the 9th.

THE COURT: Okay.

MR. PRITCHARD: I got mine on the 12th which is a Monday.

THE COURT: Okay.

MR. PRITCHARD: I'm not that far from Mr. O'Kelly's office, and why he didn't get his until the 14th or 15th, I don't know.

THE COURT: He's got a big law firm, man.

MR. PRITCHARD: Yeah, I'm just private --

THE COURT: Just to help you out, I'm going to find that it was timely filed.

MR. PRITCHARD: Okay, that's good.

Now, one other thing, Judge. There are all kind of deeds that talk about this, that, and the other, but we had a lady give a title search for us, and she says there's no plat showing both Crown Pointe and Ravens Run; therefore, there is no way to determine the distance between the rear of these lots to each other.

So Mr. O'Kelly's assertion of that Ravens Run is not only on the water but out to the rear lot lines of Crown Pointe is just ludicrous because there is nothing there to show how far apart they are. And everything talks about this many feet -- this many feet to maintain, that Ravens Run owns the rear lot lines all the way down to the lakes, across the lakes and up to the rear lot lines of Crown Pointe. Now, I've been there. I've walked that property. From the rear lot lines of Crown Pointe to the lake is literally about 10 or 12 feet. And for them to say our people have to stay off of there and they can't keep their grass cut and the weeds and stuff down is ludicrous, and I think that there's just absolutely nothing -- and that they are the plaintiff's -- they have the burden of proof, and there is just no plat that shows Ravens Run, Crown Pointe, and the distance

between them.

MR. SPELL: Your Honor, we never got in to -- this case never got beyond ownership. If the Court finds today that Ravens Run owns the property, then we are going to have to have a hearing, I belive, on what exclusions they could add to the property. That would be for another day.

THE COURT: You don't want to go there today?

MR. SPELL: I don't want to go there today, and I don't want to go there in the future. I just want to make sure --

THE COURT: Today's motion is to reconsider.

The reconsideration is granted. If we are heading towards a trial on ownership and it is not granted, y'all are heading to Columbia, I'm assuming.

MR. O'KELLY: That's correct, Your Honor. And this was a motion for summary judgment Your Honor granted.

THE COURT: Right.

MR. O'KELLY: So I mean, I don't think -- this is not deciding anything today if

Your Honor grants my reconsideration -- and then maybe bring Columbia up in another year or two.

MR. OBERMAN: And, Your Honor, just to point out there is a whole bunch more to carve out that give stuff to Ravens Run.

THE COURT: Oh, yeah, let me tell you. I just opened up plaintiff's exhibit book from the trial. The first thing I see is the big blow ups, the plat book BG52, 53, and 54.

MR. OBERMAN: Okay.

THE COURT: So I'm not at a loss anymore. I can actually see this with my full bare naked glassed eyes.

Back to Mr. O'Kelly, my question to you -- you know I don't have any evidence to motion to reconsider, and in fact I have reconsidered in the past and granted such things. What I want to be sure of, and what I want to be clear on because I think your motion fairly and largely rests upon that deed, E150 Page 175 which we've been covering -- I believe you use the language the Court may have misinterpreted deed R163 at Page 134. So I'll make sure you make your record -- something that we're clear on.

MR. O'KELLY: Yes, sir. In the order,

Your Honor, you reference that this deed is not referenced in the order at all.

THE COURT: Correct.

MR. O'KELLY: But it was the deed that was presented at trial.

THE COURT: Right, got it.

MR. O'KELLY: You have three very smart lawyers on the other side: One who says my arguments may be ludicrous and two others as well who, they can't figure this out. And I think we've established their issues, the fact about it is an issue about ownership, Your Honor. That tells me by what the arguments are here today.

THE COURT: I want to make sure I'm clear. That's based upon the conveyance under deed E150 Page 875?

MR. O'KELLY: Correct. And also by the covenants of Crown Pointe that are specifically part of the deeds of these gentlemen's clients.

THE COURT: I've got you.

MR. O'KELLY: That reference and state years later -- a year later really -- that my clients' property is actually behind lots 37E through 66 or 68, 66E of Crown Pointe. I need magnifying glasses myself.

THE COURT: I clearly covered that in the order though, did I not?

MR. O'KELLY: You did. You did, Your Honor. It's further indicia of ownership right there. And the deed is another one of the arguments, Your Honor, that we would like to reconsider as well. And, Your Honor, briefly in reply, these aren't irregular shapes. If you look at where they go, it's not just two little itty-bitty, caterpillar-size lots on either side of Omni Boulevard. It is on the west side and east side of Omni Boulevard, and it all runs all the way along the boundary lines (indicating) along the length lines of Ravens Run and Crown Pointe and behind these folks' clients' lots, which of course is, we think, pretty much why the Crown Pointe Owner's Association was willing to settle this and lots of other owners because they'd acknowledged that they don't own the property behind there (indicating).

THE COURT: Okay. So let me -- let's go to the deed and the plat, and I'm going to advance because I've got this plat in front of me. I just want to make sure we're in agreement.

I've got your diagram as Exhibit 12 for

today. And then, again, deed E150. Let me look at the language in that. This was Exhibit F.

So clearly they conveyed lakes, fingers, and bodies of water, right?

MR. O'KELLY: Yes, sir.

THE COURT: Let's start in the first paragraph, RAC Enterprises HOA Inc., all lands, bodies of water, roadways, and marsh described and shown on the plat. There is no land shown on the plat which would be contained within Crown Pointe, but there is lake, right?

MR. O'KELLY: Correct.

THE COURT: All right. So lake is in there, paragraph 1. Paragraph 2, all lakes and other bodies of water are safe in excepting those within specific residential lot lines. That gets then into your diagram with the red bodies of water. Within Crown Pointe those are --

MR. O'KELLY: No, within Ravens Run, Your Honor.

THE COURT: Well, conveyed in Ravens Run but they would not be conveyed within --

MR. O'KELLY: Correct. Crown Pointe still has not existed to this point.

THE COURT: I hate to go through this,

because I did this a while ago.

Okay. So next we go to the northwest corner parcel landmark reserved for the caretaker. All right. So I'm assuming there's probably a gate. I've never been in there.

MR. O'KELLY: There's a gate and a little place that used to be a little house. That was a caretaker's house eons ago.

THE COURT: All right. Next paragraph, along the southern right-of-way off Rifle Range Road, two irregular strips of land situated to the east and west of the intersection of Omni and Rifle Range. So if you look -- and I've looked at this multiple times this afternoon. If you look to the east and west of Rifle Range -- excuse me, Omni Boulevard and south of Rifle Range Road, there is a notation of a 60-foot drainage easement on both sides of the road. And closer to Rifle Range Road, and therefore on the southern boundary of Rifle Range Road, there are in fact two irregular strips: One showing to the east 294.46 feet in length and one to the west showing to be 191+147.44 feet. Those are contained along Rifle Range Road. They are clearly irregular in shape. I do not believe that they extend further into the highland, further

down the lake as illustrated on Plaintiff's Exhibit 12. It does look green on that -- what's blue on there is water, what's green on there is land. And it extends basically to 238 feet or so along Rifle Range Road, and then it takes a sharp turn and it runs down along the waterway.

I see nothing in this deed E150 Page 875 which extends that strip of land off of Rifle Range Road along the eastern -- and I continue, I go to Page 2; it starts to go further and further away -- along the eastern property line an abandoned 25-foot drainage easement. If you go above reserved for caretaker on this plat, sheet 1, you'll see abandoned existing 25-foot drainage easement, the 2400 parcel -- 2400 foot parcel entitled private runway. And then it goes on and on and there is lots and lots and lots. But all of that continues away from Crown Pointe from there on down. I just do not believe that there was a conveyance in deed E15875 as shown on the plat BG52 that extends it beyond the lake, okay.

So from that standpoint, Mr. Oberman, do y'all contest whether or not they own the lake? I'm trying to remember what my ruling was on that. The lake and the people's backyard?

MR. OBERMAN: Yeah. The ruling was it was a 20-foot easement on the land, and then you gave to Crown Pointe the 40 foot into the water based on plat --

THE COURT: There was some sort of 60-foot --

MR. OBERMAN: Yes. I will point out on here that you mentioned -- you said the lakes did -- it doesn't plat the lake that we're on BG23 or 4.

THE COURT: It does show.

MR. O'KELLY: Absolutely it does. It says lake right there.

MR. OBERMAN: Well, not the lake. I mean, the first one, BG2.

MR. O'KELLY: It states specifically all lakes, fingers, coves, and bodies of water. There is one lake. It's a continuous body of water.

THE COURT: Let's talk about the water. I'll talk about this a little bit. I do remember something about the 40 and the 20. That has not been my focus.

MR. OBERMAN: Yes. Those plats cut off it shows on BG, and I don't have it anymore.

THE COURT: The same one I was just looking at?

MR. OBERMAN: Yeah. Page 1 of 3.

THE COURT: Yeah, all right.

MR. OBERMAN: Which I don't have.

THE COURT: Here you go.

MR. OBERMAN: This is -- we are -- it shows the lake. We are down here (indicating).

THE COURT: Right.

MR. OBERMAN: We are off, you know -- it shows that lake. It cuts off there. We are not platted at all. We are probably right around here (indicating).

THE COURT: I think that's the strength of y'all's argument.

MR. OBERMAN: Yeah, correct.

THE COURT: Okay.

MR. OBERMAN: Between that body of water and where we are, there is -- and we pictured this before. There's a dike, correct, here (indicating).

THE COURT: Yes.

MR. OBERMAN: So even it's not shown on there, that body of water. It cuts off. It's not platted at all. It's just something that shows the

lake there then this is -- I think he said it was continuous and I doubt that. And this is --

MR. O'KELLY: Your Honor, it's actually all connected in one body of water. This deed says all lakes, it doesn't say --

THE COURT: One continuous run of water, right?

MR. O'KELLY: Yes, sir.

THE COURT: Is y'all's position?

MR. O'KELLY: Yes, sir, that's what it is.

THE COURT: I'm with you.

MR. OBERMAN: And our position is it is not on the plat. And they can't -- obviously, they can't say they own the --

THE COURT: Well, I'm thinking this deed -- go back there -- once it's conveyed out, it's conveyed out so... All the strips of land, bodies of water, roadways, and marsh described and shown on plat.

MR. OBERMAN: On the plat.

THE COURT: Right. Well this plat clearly does show a lake which is continuous to this southern boundary, okay. It doesn't show the whole thing, but it shows it at that one section.

It may not show the whole thing. But these bodies of water, they tend to run and continue to run. Nobody really takes a title to them. That says marshland. There's marshland out by the intercoastal waterway, but that's not, again, relevant to our inquire. Okay, all right.

Let me hear from you on the that one.

MR. O'KELLY: Yes, sir. It's clear. It says all lakes. There is one lake, one body of water; that's it. End of story. It was conveyed out in 1985. And when they replatted in 1986, they actually did a quitclaim deed, and it's in your package, conveying those lakes that were shown on the plat of the Crown Pointe subdivision.

THE COURT: Right.

MR. O'KELLY: So they got lakes. They are the lakes inside Crown Pointe, and that's part of the GIS page that we showed you that is their lakes. Our lakes are continuous, Your Honor. And this is not -- because I'm showing you -- because it's dispositive -- it's in your book so you can see it from an aerial view. There it is. There's Omni Boulevard. There is the one lake. Here is the road that Mr. Spell said -- you can see that it's all one body of water.

THE COURT: The red on there is Crown Pointe, that is not continuous with what we're --

MR. O'KELLY: Correct.

THE COURT: All right. Okay.

Help me out with where that leaves you with access and use?

MR. O'KELLY: Your Honor, we say if we own it, we can tell people they have no access, and we can use it but nobody else can.

And, Your Honor, again, going back to the earlier point, when these people took title in the covenants, they acknowledged that they didn't own the back part of their land. The same developer RAC, and he said there are people since they own the lake, they get to use the border so they can maintain.

THE COURT: Wasn't that the whole genesis of the problem? They weren't maintaining it?

MR. O'KELLY: Well, they were, Your Honor. That's not the genesis of the problem. Our clients relied on those -- that vegetative buffer as part of -- we don't have UV's in South Carolina, but they all bought their property with parts of those backs of lots fully wooded so it looks like

they live on fully wooded lots. And that's across the lake. It was only when people started cutting stuff down that our folks said, hey, that's our dirt. And that was the genesis of the problem, Your Honor. It wasn't that they've been mowing it for hundreds of years; they started coming in and clear-cutting it, Your Honor.

And if we own it, which I think we do, we can bar people from using it, bar people from, you know, fishing in it, swimming in it, which they are barred from anyway. If Crown Pointe enforced their covenants we might not be here.

THE COURT: All right. I think I just found that based on that deed, the 1985 deed.

MR. O'KELLY: It is, Your Honor.

THE COURT: That that land -- that highland was not conveyed to Ravens Run Homeowners Association. How then do you get to enforce -- that's where I'm going next. So the title was not passed there, right? So how then do you get to enforce the restrictive covenants on land what they don't otherwise own? And that's the next -- that's a different question, but that's the next question.

MR. O'KELLY: That would be a question

for the declaring deponent, Your Honor, because they put it in there specifically saying, you don't own the back of it. They obviously thought they owned the back of it. So they give them a beneficial sort of equitable way to enforce them by naming them in saying we don't own it. Because obviously the declarant believed that these folks didn't own the back of their -- between the back of their lots and the lakes as well.

I mean, it says so plain as the nose on your face.

THE COURT: Take me to one of those deeds. Let's take a look at that.

MR. O'KELLY: Do you have the trial notebook still, Your Honor?

THE COURT: Yes, sir.

MR. O'KELLY: All right. I think we included --

THE COURT: Should be there in individual deeds?

MR. O'KELLY: Yes, sir.

MR. OBERMAN: I know the deed to Kinlaw just says just all covenants, restrictions of record.

MR. O'KELLY: They say that and then

some say covenants, restrictions, and I can't remember but who --

THE COURT: The Kinlaw deed is 4C.

MR. SPELL: And, Your Honor, we'll stipulate to the covenants' restrictions applied to the lots.

THE COURT: Just the standard language such as to the restrictions.

MR. O'KELLY: And one of the deeds, I can't remember which one, actually references it, says subject to those deeds recorded in booking page number blah blah blah. But the language in there, Paragraph 26, specifically states that these people do not own the portion of land between their river lot lines of such lots in the waterline of the Ravens Run lakes which are owned by Ravens Run Homeowners Association, Inc., and that's on Page O158 Page 420, dated August 29, 1986, and by RAC as well, the same developer.

THE COURT: Give me that one.

MR. O'KELLY: It's the covenants and restriction, Your Honor.

THE COURT: Yeah.

MR. O'KELLY: And it's on page -- just for the record -- I can't see, it's either D or

O158, Page 414.

THE COURT: That's Exhibit 5.

(PLF. EXH. 5, was marked for identification.)

MR. O'KELLY: And the specific paragraph is Paragraph 26. We have a big blowup of it in court that day.

THE COURT: Yes.

MR. O'KELLY: It's also in your notebook today, Your Honor, page 7 of the covenants that says, no use may be made by any owner, family member, or invitee to the lake systems in the Ravens Run subdivision, which is above lots 37E through 66E of Crown Pointe. This total prohibitional use shall specifically include boating, swimming, and fishing. The portion of land between the rear lot lines of such lots and the waterline of the Ravens Run lakes is owned by the Ravens Run Homeowners Association, Inc. No owners shall discharge and commit to forms any substance in said bodies of water from the owner shall allow any boats of any type be placed or remain in any bodies of water. The deed to the east crossing Crown Pointe Association, Inc., shall contain provisions that shall restrict use of said

bodies of water only to employees or agents of the association solely for the purpose of cleaning or reparable maintenance.

So these folks are violating their own covenants, which is a part of their deed, any time they cross onto the back of the lots which are acknowledged that they don't own which Your Honor has just found that they apparently do own. And it's -- they're violating their own covenants -- they are stopped from violating clear contract to which they are --

MR. SPELL: Your Honor, if I may respond to that?

THE COURT: Yes. Just one second.

They are putting a restriction on the bluff within Crown Pointe, right?

MR. OBERMAN: Correct. And if I may point out, remember that Crown Pointe had settled with Ravens Run.

THE COURT: Yeah.

MR. OBERMAN: For a monetary value.

THE COURT: I do recall that. That's what really made me scratch my head. Hold on.

All right. So at the bottom of Page 8 in the order, I'll address you just what we're

talking about here. So that is dedicated to the lakes and green areas on Plat BK2. We need to look at that one. Recorded August 21 of '86 to Crown Pointe. And this restrictive covenant is dated August 29th of '86. I don't know which -- it was reported in October of '86. I wanted to look at Plat BK2.

MR. OBERMAN: Here's BK2 if you need it.

THE COURT: Yes.

MR. OBERMAN: BK1 and 2, but BK2 is the second page here.

THE COURT: Okay. Crown Pointe subdivision.

MR. OBERMAN: Correct.

THE COURT: It was recorded on August 21 of '86.

MR. OBERMAN: Correct.

THE COURT: All right. So it shows the 20 foot in the rear, 40 foot into the water, and a 60-foot drainage easement.

MR. OBERMAN: And if you recall that does not intersect necessarily with Ravens Run's 20-foot -- 40-foot easement according to plat Seabrook that we submitted originally as reflected

in the order.

THE COURT: Okay. I had a chance to review that. So as to the 60-foot easement reserve to Crown Pointe is I think the gist of this, right?

MR. OBERMAN: Correct.

THE COURT: Under the ruling I just gave you, I think the lakes are owned by Ravens Run and have certain control over those lakes. But the easement itself was conveyed, or dedicated is the term I think I used in the order, to Crown Pointe. And so Crown Pointe would be the enforcer of that easement for drainage, for that easement for drainage. 20 foot on the land, 40 foot into the water. There is an easement that exists for that purpose. For whatever purpose. I think it does talk about it being a drainage easement. And the lake itself would be owned by Ravens Run. So you've got layers upon layers. The lake and --

MR. O'KELLY: We contend the 20 feet at the rear of their lot lines is based on these covenants of the prior deed, which you ruled against.

THE COURT: And the 20 foot, let's go there because I want to make sure I'm clear on that.

MR. O'KELLY: Well, I said 20 feet or whatever the footing is at the rear of the lot lines determined by survey markers that are out there, Your Honor. About 320 out there is an arbitrary number. There is nothing in the covenants that says 20. It just says the portion of land between the rear lot lines and the waterline is owned by Ravens Run.

THE COURT: You contend -- you still contend that the 20 foot --

MR. O'KELLY: Or 10 feet or 15 feet or whatever it is behind Ms. Johnson's or Ms. Kinlaw's lot is owned specifically by my client. I still contend that.

THE COURT: I understand you're not going to back off of that. I'm not going to agree with you on that.

MR. O'KELLY: I understand that, Your Honor. And also would set forth that these people all took title pursuant to these covenants, and you acknowledged that when they took the title.

THE COURT: All right. So I'm going to look at that deed again just for...

All right. Hers just says, easements, condition of record.

MR. O'KELLY: Which obviously this is a condition easement of these covenants of record at the time she took her deed.

THE COURT: At the time she got it.

MR. O'KELLY: Yes, sir.

THE COURT: I don't disagree with that. But, again, I go back to the order and the enforcement of that is left to Crown Pointe.

MR. OBERMAN: And you also point out in that order that strictly construe covenants against restrictions.

MR. SPELL: Crown Pointe could rewrite the covenants.

THE COURT: The Kubus in general -- okay. The deed into Johnson --

MR. SPELL: I didn't bring that, Your Honor.

THE COURT: The deed in Johnson is strange indeed, but it's Exhibit 3C. And it's specific -- it's the one that specifically references the restrictions for Crown Pointe recorded October 17, '86, in both O158 Page 414. Subject to portion of 20-foot sanitary sewer easement and portion of 60-foot drainage easement showing plat book BG161.

So you've got, from what I can tell, you've got title to the highland in Crown Pointe free and clear of Ravens Run. I don't find that Raven's Run owns that highland. I disagree with the extension of the line down the waterway as described or as shown on Plaintiff's Exhibit 12 of today's hearing. I think that's sitting upon the southern border with Rifle Range Road. It ends up there. And frankly, it ends up with the drainage easement up there.

So it's just a small strip of land up there by the road. And then we've got the conveyance to the lakes -- the lakes are owned by Raven's Run. I find that as clear from that deed E150 of 1985. That is further burdened by -- both of those are then burdened by both the title to the lake and the title to the land in Crown Pointe, both burdened by the easement shown as a drainage easement and the restrictive covenant contained in the conveyance from RAC to Crown Pointe. Crown Pointe has the right to enforce that easement 20 foot onto the body of land, 40 foot into the lake. All that was given by the developer who gave all this land away.

That's -- I think that's the way I

assessed this one. They still own it. These individuals still own their land.

MR. OBERMAN: And Crown Pointe?

THE COURT: Whatever they own, whatever the lot is, there is an easement that burdens both their land to the tune of 20 feet and the lake to the tune of 40 feet, and I find that the lakes are owned by Ravens Run.

MR. O'KELLY: Your Honor, based on that finding can we get with Ms. Beck and schedule a time regarding the trespass on the lakes? We've got pictures of people who have trespassed, and that's an automatic damages hearing is my understanding the way the law works as to trespass.

THE COURT: Is that what y'all seek?

MR. O'KELLY: At this point we've got to seek something, Your Honor, so absolutely.

THE COURT: I might give you some nominal damages when the time comes. We'll see. Don't show me how many fish they caught.

MR. PRITCHARD: As one of the original owners in the Youpon Plantation, I was hoping you'd just revert it back, and I'd be very happy with that. Thank you.

THE COURT: Mr. Pritchard's still

looking for a way to make a little money on this one. I understand that.

Ms. Beck's been out sick, but I'll let her know and we'll do that, but what I need is an order -- in fact, can y'all coordinate on that? You don't have to agree necessarily but --

MR. O'KELLY: Do you want one order or two, Your Honor?

THE COURT: No, I just prefer one. Like I said, y'all don't have to agree, but I just want to make sure -- I need to make sure my ruling is clear. I have no doubt it's going to go up, okay. I have no doubt about that. I just need to be able to express to the court of appeals what it is that I'm seeing, what it is that I'm thinking. They can either agree with me or disagree with me. I don't get invested in the outcome, I just want to make --

MR. OBERMAN: And just to clarify, just that strip of land between the lot line and the lake is owned by Crown Pointe.

THE COURT: I guess so. I guess so.

MR. OBERMAN: Okay.

THE COURT: I don't think it's owned by Raven's Run is the question. And I make that

finding based on my disagreement with the diagram that was done represented.

I just don't see where they held that back, okay.

MR. OBERMAN: Okay. Thank you, Your Honor.

THE COURT: I think that's pivotal to the defense's position on ownership.

MR. OBERMAN: Correct, thank you.

THE COURT: But if they own the lake, they get to control what goes on the lake.

MR. SPELL: A problem that I anticipate with this order is the Court is saying at one point --

THE COURT: Can you hold off on that until after I rule?

MR. SPELL: Certainly.

THE COURT: I'm going to deny on your motion to reconsider.

MR. SPELL: We'll try to agree on some language.

MR. O'KELLY: I won't write his part, he won't write mine, something to that.

THE COURT: Just put it together. Just make sure that it is clear, and it's referenced.

You know we've been through this stuff pretty close today. So make sure it's referenced so that people can find it in the record. That's what's difficult, okay? My days are made easier when I open up that book.

MR. O'KELLY: And for housekeeping, this is not your normal court reporter.

THE COURT: Right.

MR. O'KELLY: Do you want him to take the exhibits or me keep them?

THE COURT: No, let's keep them here because I don't want to be burdening him. We'll put that on the record.

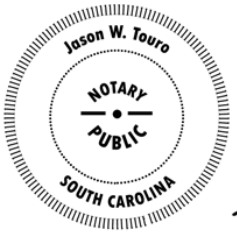
(The hearing was concluded at 3:43 p.m.)

CERTIFICATE OF REPORTER

I, Jason W. Touro, Court Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 29th day of January, 2019 at Charleston, Charleston County, South Carolina.



Jason W. Touro,
Court Reporter
My Commission expires
April 20, 2028

I N D E X

WITNESS/EXAMINATION	Page	Line
BY THE HONORABLE		
MIKELL R. SCARBOROUGH	3	1
CERTIFICATE OF REPORTER	65	1

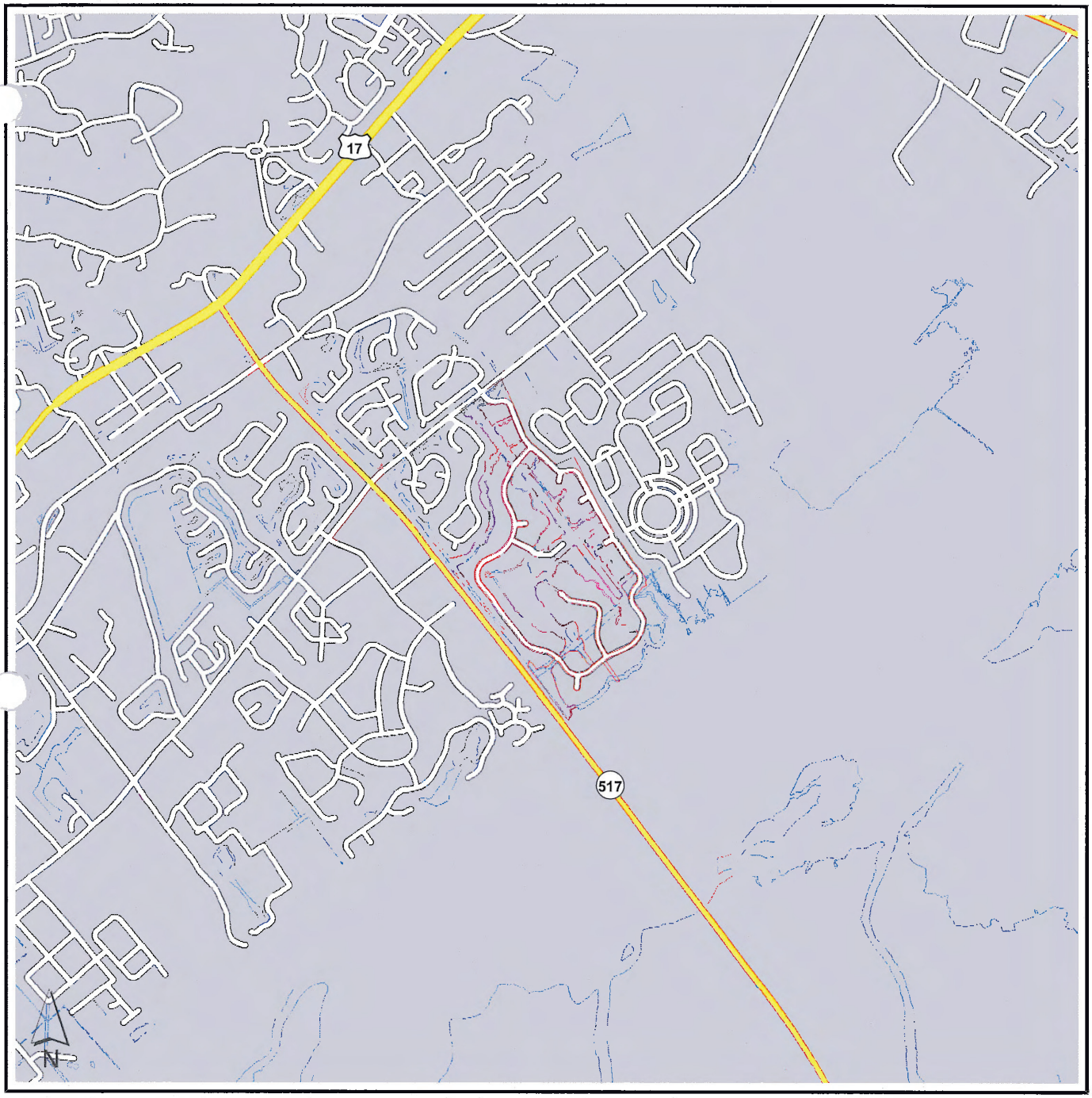
REQUESTED INFORMATION INDEX

(No Information Requested)

E X H I B I T S

	Page	Line
PLF. EXH. 3	9	20
PLF. EXH. 10	10	3
PLF. EXH. 1	10	21
PLF. EXH. 11	15	5
PLF. EXH. 2	21	15
PLF. EXH. 12	33	21
PLF. EXH. 5	54	3

ALL EXHIBITS WERE RETAINED BY THE COURT.



Charleston County SC

0 1,250 2,500 5,000 Feet

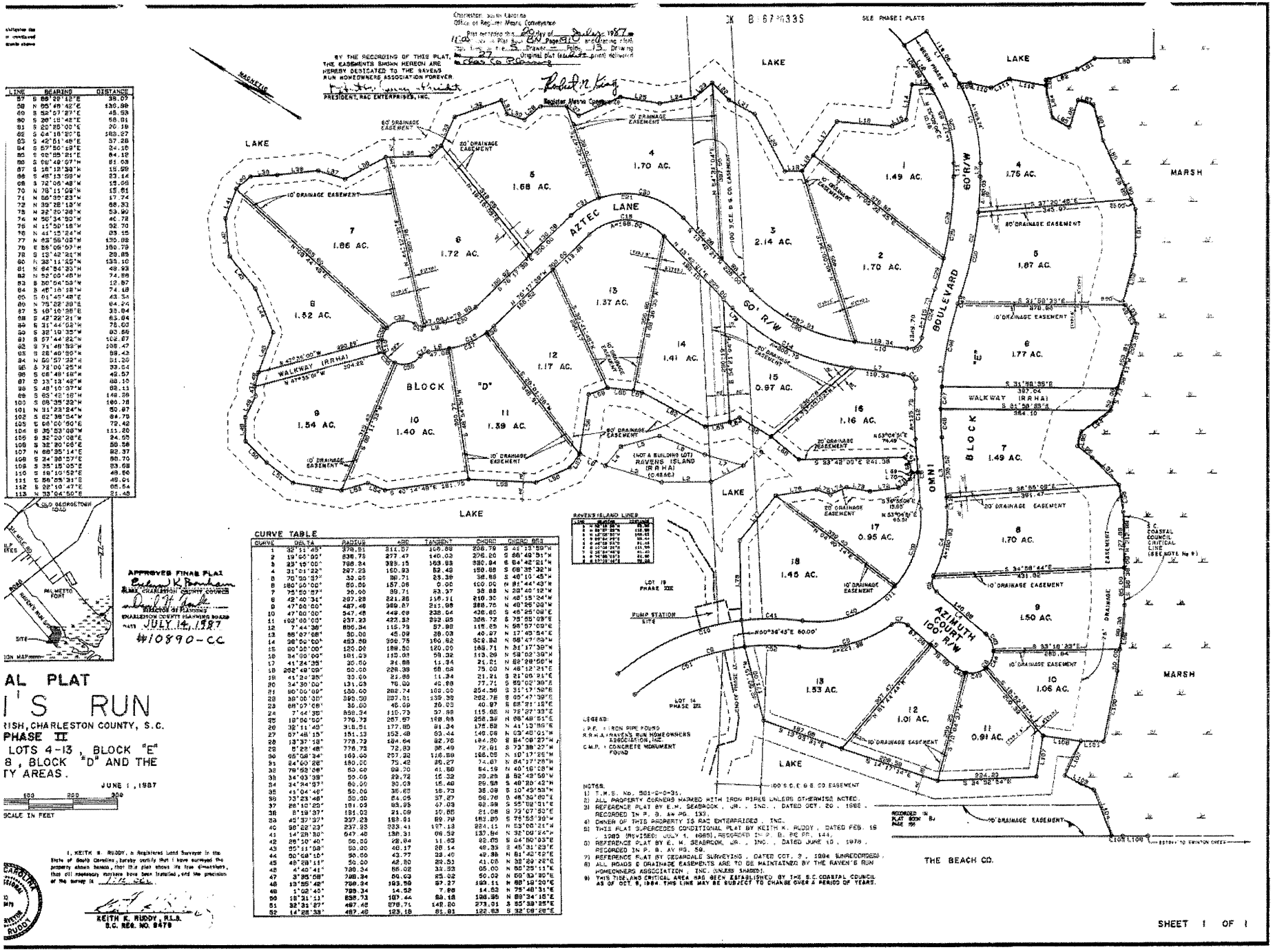
1 inch = 2,066 feet

Parcel ID: 5610100093
OWNER1: RAVEN'S RUN HOMEOWNERS ASS
ACREAGE: 46.00
PLAT_BOOK_PAGE: BN-191
DEED_BOOK_PAGE: R163-134
Jurisdiction: COUNTY OF CHARLESTON, TOWN OF MT PLEASANT

CHARLESTON COUNTY
SOUTH CAROLINA

Author: Charleston County SC
Date: 8/9/2018

Note: The Charleston County makes every effort possible to produce the most accurate information. The layers contained in the map service are for information purposes only. The Charleston County makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The County explicitly disclaims all representations and warranties. The reader agrees to hold harmless the Charleston County for any cause of action and costs associated with any causes of action which may arise as a consequence of the County providing this information.



LINE	BEARING	DISTANCE
L7	S 88°28'12"E	38.07
L8	N 05°49'42"E	135.99
L9	S 52°07'23"E	45.53
L10	S 39°19'42"E	58.01
L11	S 22°50'00"E	20.18
L12	S 04°16'20"E	283.27
L13	S 45°01'48"E	57.28
L14	S 57°50'49"E	34.15
L15	S 80°59'21"E	84.12
L16	S 08°49'07"W	85.03
L17	S 16°18'39"W	13.09
L18	S 48°13'58"W	23.14
L19	S 72°06'48"W	15.56
L20	N 78°11'08"W	13.61
L21	N 66°35'23"W	17.74
L22	N 39°28'13"W	68.33
L23	N 32°30'28"W	53.90
L24	N 56°34'50"W	46.78
L25	N 11°50'18"W	92.70
L26	N 41°15'24"W	83.15
L27	N 62°56'08"W	130.98
L28	E 86°06'57"W	150.79
L29	S 13°42'21"W	20.85
L30	N 38°11'45"W	135.10
L31	N 64°56'33"W	49.93
L32	N 52°00'48"W	74.89
L33	S 30°04'58"W	12.87
L34	S 46°19'38"W	74.68
L35	S 01°45'48"E	43.54
L36	N 75°28'38"E	84.24
L37	S 16°10'38"E	38.84
L38	S 42°22'21"W	63.84
L39	S 31°44'08"W	75.00
L40	S 32°19'35"W	83.66
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L46	S 08°48'16"W	48.57
L47	S 13°12'42"W	88.10
L48	S 48°10'37"W	82.11
L49	S 85°42'56"W	146.26
L50	S 08°35'32"W	169.78
L51	N 31°28'24"W	50.87
L52	S 62°38'54"W	84.79
L53	E 08°00'50"E	72.42
L54	S 35°53'08"W	151.20
L55	S 32°20'08"E	24.55
L56	S 32°20'08"E	58.58
L57	N 66°35'14"E	82.37
L58	S 24°30'57"E	80.70
L59	S 35°15'05"E	83.68
L60	S 16°10'52"E	49.56
L61	E 86°55'31"E	69.61
L62	S 29°10'47"E	65.54
L63	N 33°04'50"E	81.46

CURVE TABLE							
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	32°11'45"	370.51	311.07	160.88	306.79	S 42°33'59"W
2	19°00'00"	838.75	277.17	140.02	275.80	S 66°48'15"W
3	23°15'00"	798.34	323.15	163.83	320.94	S 64°42'21"W
4	31°01'22"	297.23	160.93	82.49	158.88	S 68°35'32"W
5	70°00'32"	30.25	36.71	23.36	34.66	S 46°10'45"W
6	180°00'00"	60.00	157.08	0.00	120.00	N 81°44'49"W
7	75°50'57"	30.00	39.71	23.37	36.88	N 28°40'32"W
8	42°40'34"	297.23	221.36	116.31	216.30	N 48°15'34"W
9	47°00'00"	487.46	399.87	211.98	388.76	N 40°56'09"W
10	47°00'00"	547.46	449.08	238.04	436.60	S 48°56'09"E
11	102°00'00"	237.23	423.32	292.85	368.72	S 75°55'09"E
12	7°44'36"	896.34	115.79	57.92	115.65	N 58°07'09"E
13	86°07'08"	30.00	45.09	28.03	40.97	N 17°03'54"E
14	96°00'00"	483.46	809.75	190.62	526.83	N 68°47'09"W
15	60°00'00"	120.00	188.50	120.00	180.71	N 31°17'39"W
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17	41°24'35"	30.00	21.68	11.34	21.21	N 82°29'56"W
18	262°49'09"	60.00	228.98	68.68	75.00	N 46°12'21"E
19	41°24'35"	30.00	21.68	11.34	21.21	S 21°06'21"E
20	34°30'00"	131.03	78.90	40.68	77.71	S 60°02'39"E
21	60°00'00"	150.00	282.74	150.00	254.98	S 31°17'39"E
22	98°00'00"	290.00	297.31	199.38	262.78	S 05°47'39"E
23	68°07'08"	30.00	40.99	26.03	40.07	S 68°23'18"E
24	7°44'36"	850.94	115.79	57.98	115.65	N 76°07'23"E
25	12°00'00"	779.73	267.87	168.98	266.86	N 68°48'51"E
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32	79°52'06"	60.00	99.70	61.86	84.19	N 40°16'08"W
33	34°03'38"	50.00	29.72	15.32	29.28	S 82°42'59"W
34	34°24'37"	80.00	30.09	15.48	29.58	S 48°20'42"W
35	41°04'48"	50.00	35.83	18.73	35.08	S 10°49'53"W
36	73°23'48"	50.00	64.05	37.27	59.78	S 48°30'00"E
37	28°10'25"	181.03	85.95	47.03	85.09	S 55°08'31"E
38	8°19'37"	181.03	21.09	10.55	21.08	S 73°07'50"E
39	42°37'37"	297.23	183.81	89.79	183.09	S 75°53'39"W
40	98°22'23"	237.23	323.41	197.13	284.15	N 53°06'21"W
41	14°28'50"	947.46	138.31	69.52	137.96	N 32°09'24"W
42	26°30'40"	90.00	28.04	11.83	28.05	S 24°50'03"E
43	95°11'08"	50.00	46.17	28.14	48.35	S 45°31'23"E
44	29°54'10"	90.00	43.77	22.40	43.31	N 61°42'52"E
45	48°28'15"	50.00	42.30	22.51	41.05	N 38°29'28"E
46	4°40'41"	788.34	66.02	33.03	66.00	N 86°23'11"E
47	3°35'08"	788.34	49.09	24.55	50.09	N 89°30'30"E
48	13°55'48"	798.34	193.99	97.27	193.11	N 83°19'20"E
49	1°02'45"	788.34	14.52	7.26	14.52	N 75°48'31"E
50	18°31'13"	838.73	187.44	94.18	186.96	N 89°34'15"E
51	32°31'27"	487.46	276.71	142.20	273.01	S 55°39'35"E
52	14°28'38"	487.46	123.15	61.81	122.83	S 32°09'28"E

RAVENS ISLAND LINES

LINE	BEARING	DISTANCE
L1	S 66°48'15"E	149.08
L2	S 84°08'27"W	184.20
L3	S 73°38'27"W	72.91
L4	N 10°17'26"W	228.05
L5	N 84°27'26"W	74.01
L6	N 40°16'08"W	84.19
L7	S 82°42'59"W	29.28
L8	S 48°30'00"E	59.78
L9	S 55°08'31"E	85.09
L10	S 73°07'50"E	21.08
L11	S 75°53'39"W	183.09
L12	N 53°06'21"W	284.15
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L14	S 24°50'03"E	28.05
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L16	N 61°42'52"E	43.31
L17	N 38°29'28"E	41.05
L18	N 86°23'11"E	66.00
L19	N 89°30'30"E	50.09
L20	N 83°19'20"E	193.11
L21	N 75°48'31"E	14.52
L22	N 89°34'15"E	186.96
L23	S 55°39'35"E	273.01
L24	S 32°09'28"E	122.83

LEGEND:
I.P.F. = IRON PIPE FOUND
R.R.H.A. = RAVENS RUN HOMEOWNERS ASSOCIATION, INC.
C.M.F. = CONCRETE MONUMENT FOUND

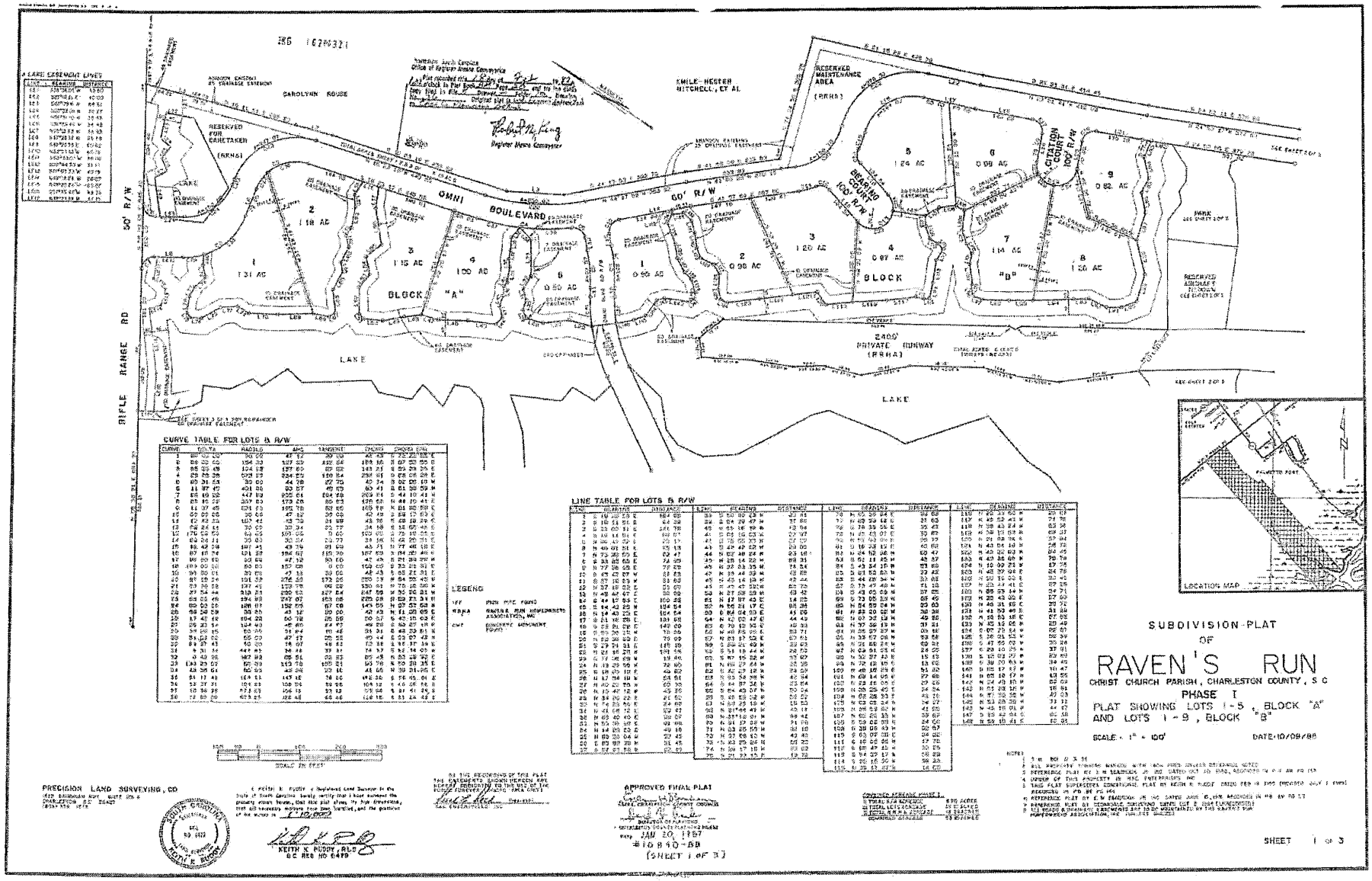
NOTES:
1) T.M.S. NO. 501-04-00-31.
2) ALL PROPERTY CORNERS MARKED WITH IRON PIPES UNLESS OTHERWISE NOTED.
3) REFERENCE PLAT BY E. M. SEABROOK, JR., INC., DATED DEC. 20, 1985, RECORDED IN P. B. AW PG. 139.
4) OWNER OF THIS PROPERTY IS RAC ENTERPRISES, INC.
5) THIS PLAT SUPERCEDES CONDITIONAL PLAT BY KEITH K. RUDDY, DATED FEB. 18, 1985 (REVISED JULY 1, 1985), RECORDED IN P. B. PC PP. 141.
6) REFERENCE PLAT BY E. M. SEABROOK, JR., INC., DATED JUNE 10, 1978, RECORDED IN P. B. AV PG. 59.
7) REFERENCE PLAT BY DEGARCALO SURVEYING, DATED OCT. 9, 1984 (UNRECORDED).
8) ALL ROADS & DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC. UNLESS SHADED.
9) THIS TIDE-LAND CRITICAL AREA HAS BEEN ESTABLISHED BY THE S.C. COASTAL COUNCIL AS OF OCT. 8, 1984. THIS LINE MAY BE SUBJECT TO CHANGE OVER A PERIOD OF YEARS.

APPROVED FINAL PLAT
CHARLESTON COUNTY COUNCIL
DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD
DATE JULY 14, 1987
#10890-CC

AL PLAT
I'S RUN
RISH, CHARLESTON COUNTY, S.C.
PHASE II
LOTS 4-13, BLOCK "E"
8, BLOCK "D" AND THE
TY AREAS.
JUNE 1, 1987
SCALE IN FEET

I, KEITH K. RUDDY, a Registered Land Surveyor in the State of South Carolina, hereby certify that I have surveyed the property shown hereon, that this plat shows its true dimensions, that all necessary monuments have been installed, and the precision of the survey is 1/10,000.
KEITH K. RUDDY, R.L.S.
S.C. REG. NO. 8478

SHEET 1 OF 1


RAVEN'S RUN
SUBDIVISION PLAT
OF
CHRIST CHURCH PARISH, CHARLESTON COUNTY, S C
PHASE I
PLAT SHOWING LOTS 1-5, BLOCK "A"
AND LOTS 1-9, BLOCK "B"
SCALE: 1" = 100'
DATE: 10/08/88
OMNI BOULEVARD
RIFLE RANGE RD
CAROLYN ROUSE
EMILE-HESTER MITCHELL, ET AL
RESERVED FOR CARETAKER (PRRHA)
RESERVED MAINTENANCE AREA (PRRHA)
BLOCK "A"
BLOCK "B"
2400' PRIVATE RUNWAY (PRRHA)
LAKE
CURVE TABLE FOR LOTS & R/W
LINE TABLE FOR LOTS & R/W
LEGEND
PRECISION LAND SURVEYING, CO
APPROVED FINAL PLAT
JAN 20, 1989
#10840-BB
(SHEET 1 OF 3)
SHEET 1 OF 3

267

BM-20

Form 14—Title to Real Estate
Revised 1978

State of South Carolina,

BK 150PG875

KNOW ALL MEN BY THESE PRESENTS, THAT

RAC Enterprises, Inc.

in the State aforesaid for and in consideration of the sum of

One ($1.00) DOLLARS,

to it in hand paid at and before the sealing of these presents by Raven's Run Homeowners Association, Inc.

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Raven's Run Homeowners Association, Inc., its successors and assigns forever, the following described real property:

Grantee's Address: 300 Coleman Blvd., Mt. Pleasant, SC 29464

ALL those certain pieces, parcels or strips of land, bodies of water, roadways and marsh, below described, all of which are shown on a certain plat entitled "Phase I, Raven's Run, Located in Christ Church Parish, Charleston County, SC Property of RAC Enterprises, Inc., said plat being prepared by Keith K. Ruddy, RLS, dated November 20, 1985, said plat being duly recorded on December 3,1985 in the RMC Office for Charleston County Plat Book BG at pages 52, 53 and 54.

ALL lakes, fingers, coves and other bodies of water, saving and excepting those bodies of water which are included within specific residential lot lines; as to said bodies of water which are contained within residential lot lines, the grantor does hereby give and grant, in perpetuity, a perpetual ingress-egress easement through same for the benefit and purposes of the grantee, the same not being exclusive, but held in common with any and all lot owners of record in Raven's Run Subdivision.

AT the northeast corner, that parcel of land marked "Reserved for Caretaker"

ALONG the southern right-of-way of Rifle Range Road two irregular strips of land situate to the east and west of the intersection of Omni Boulevard and Rifle Range Road.

T.M.S. 561-01-00-015

ALONG the eastern property line, an abandoned 25' drainage easement.

THE 2,400' parcel entitled "Private Runway".

THAT parcel of land entitled "Reserved Maintenance Area."

THAT small irregular strip lying to the south of Lot 7, Block C and to the north of Lot 1, Block E marked "RRHA".

THAT large, irregular parcel of land situate at the southeast corner of the property marked "RRHA".

THAT strip of land situate between Lots 6 and 7, Block E entitled "Walkway."

THAT certain island situate within a lake entitled "Raven's Island".

THAT certain strip of land situate between Lots 8 and 9, Block D entitled "Walkway."

THAT certain bridge leading from the amenity area to the walkway and entitled "Pedestrian Bridge."

THAT certain piece, parcel or tract of land, located in the center of the subdivision and entitled "Amenity Area."

THAT certain piece, parcel or tract of land, lying between the private runway and the amenity area entitled "Reserved for Aircraft Hangers."

THAT certain parcel of land lying to the east of the private runway and entitled "Reserved for Aircraft Tiedown".

THAT certain piece or parcel of land, situate between Omni Boulevard and the parcel reserved for aircraft tiedown between entitled "Park."

ANY and all signs, bridges and dikes not being a part and parcel of individual residential lots.

"ALSO"

ALL those streets and road rights-of-way entitled "Omni Boulevard, Soaring Court, Citation Court, Vasi Court, Aztec Lane, and Azimuth Court, including all improvements located within the above described rights-of-way.

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 Raven's Run Homeowners Association, Inc., its successors and Assigns forever.

*ALL of the right, title and interest of the Grantor in and to that marsh and low land, situate, lying and being to the south of Raven's Run Subdivision, measuring and containing approximately 186.22 acres, being divided into two tracts, one being 58.5 acres and the adjacent tract of marsh being 127.72 acres as shown on one or more of the following plats, recorded in the RMC Office for Charleston County: Plat Book AW, page 113, Plat Book AV, page 59 and/or Plat Book AZ, page 141.

THE above described bodies of land, water or marsh are a portion of the property conveyed to the Grantor herein by deeds of Yaupon Plantation Investors, A Partnership dated February 18, 1983 and recorded in Book T130, page 205, dated November 30, 1983 and recorded in Book L140 at page 744, and by deed dated October 2, 1984, recorded in Book L140 at page 746.

BKE 150PG077

AND it ~~the said Grantor~~ doth hereby bind itself and its successors ~~xxx~~ and assigns ~~xxxx

Boyden Kelley III

more 3

4.5

BK E150PG870

FILED, INDEXED & RECORDED
E150-875
1985 DEC 11 AM 10:49
ROBERT N. ...
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

TAX PAYER
BAC LES
DTD 12-12-85
561-01-00-045

State of South Carolina,

TO

TITLE TO REAL ESTATE

Filed _____ day
of _____, A.D. 19____
at _____ o'clock ____M.
and recorded in Book _____
Page _____, Fee, $_____

R. M. C. or Clerk Court C.P. & G. S.
_____ County S.C.

Recorded this 11th day
of December, 1985
at 10:49 o'clock A.M.
in Book Y361 Page 045

Fee, $ 5.00

R. M. C. or Clerk Court C.P. & G. S.
CHARLESTON County, S.C.

Auditor _____

Form 14—Title to Real Estate
4567890 Revised 1972

State of South Carolina,

BOOK W108 PAGE 247

WHEREAS, Lester A. Wilson, M.D., late of Christ Church Parish, County and State aforesaid, died testate on or about February 16, 1963, leaving in full force and effect His Last Will And Testament dated June 26, 1962 and duly admitted to probate on the 20th. day of February, 1963, in Case 885 File 174, Probate Court for Charleston County;

WHEREAS, the premises hereinafter conveyed passed as a part of testator's residuary estate to his two sons, Lester A. Wilson, Jr., and Julian H. Wilson, equally, share and share alike, subject to the right of dower of his widow, Margaret H. Wilson, and;

WHEREAS, we, the said Lester A. Wilson, Jr., M.D., Julian H. Wilson and Margaret H. Wilson are minded to convey the real estate hereinafter described unto Yaupon Plantation Investors, a Partnership, for the consideration stated herein;

KNOW ALL MEN BY THESE PRESENTS, THAT

We, Lester A. Wilson, Jr., M.D., of Charlottesville, Virginia, and Julian H. Wilson and Margaret H. Wilson, of Charleston, South Carolina,

in the State aforesaid for and in consideration of the sum of Five hundred sixty thousand ($560,000.00) Dollars, $56,000.00 being cash, and $504,000.00 by Note and Purchase Money Mortgage DOLLARS, to us in hand paid at and before the sealing of these presents by Yaupon Plantation Investors, a Partnership, 2049 Savannah Highway, Charleston, South Carolina 29407 in the State aforesaid the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Yaupon Plantation Investors, a Partnership, its successors and assignees

"ALL that certain piece, parcel or tract of land, together with the buildings and improvements thereon, situate, lying and being in Christ Church Parish, County and State aforesaid, measuring and containing 267.3 acres of highland, more or less and 182.6 acres of marshland, having the following measurements, courses, distances, buttings and boundings, to wit:-

Commencing at a pipe at a corner on the southeastern side of Rifle Range Road and running thence southeastwardly on bearing South 32 degrees 8 minutes East a distance of 1,668.4 feet to a concrete post, and thence continuing southeastwardly on bearing South 35 degrees 12 minutes East a distance of 3,137 feet to a point at the end of a bank, and thence continuing on the same bearing a further distance of 3,360 feet to a concrete post at a corner on Swinton Creek; thence running northeastwardly along Swinton Creek to a tributary thereof, and turning and running northwestwardly along the southwestern edge of said tributary past an old lime kiln to a corner at a concrete post; thence running northwestwardly on bearing North 29 degrees 40 minutes West a distance of 981 feet to a point at the end of a ditch; thence continuing northwestwardly along the said ditch on bearing North 29 degrees 7 minutes West a distance of 797 feet, and continuing on bearing North 30 degrees 30 minutes West a distance further of 201 feet, and continuing on bearing North 39 degrees 35 minutes West a distance of 214 feet to a point on the said ditch, and thence continuing on bearing North 20 degrees 5 minutes West a distance of 370 feet to a point on said ditch, and then continuing on bearing North 27 degrees 45 minutes West a distance of 262 feet to a point on said ditch, and thence continuing on bearing North 27 degrees 10 minutes West a distance of 376 feet to a point on said ditch, and thence continuing on bearing North 24 degrees 55 minutes West a distance of 845 feet to a concrete post at a corner; thence running westwardly along said ditch on bearing South 70 degrees 40 minutes West a distance of 310 feet to a concrete post at a corner on said ditch; thence running northwardly on bearing North 45 degrees 40 minutes West a distance of 540 feet to a point on said ditch, and thence continuing northwardly on bearing North 30 degrees 35 minutes West a distance of 154 feet to a point on said ditch and thence continuing northwardly on bearing North 18 degrees 30 minutes West a distance of 269 feet to a point on said ditch, and thence continuing northwardly on bearing North 18 degrees 45 minutes West a distance of 472 feet to a point on said ditch, and thence continuing northwardly on bearing North 22 degrees 50 minutes West a distance of 184 feet to a point on said ditch at a corner on the South side of Rifle Range Road; thence running

CONTINUED ON PAGE 2

southeastwardly along the South side of Rifle Range Road to a pipe at a corner, being the point of commencement;

Said premises butting and bounding northwardly on Rifle Range Road, northeastwardly on lands of Carolyn Rouse and on lands of Emilie H. Mitchell, et al., formerly of John S. Horlbeck; northeastwardly on a tributary of Swinton Creek and southeastwardly on Swinton Creek; and southeastwardly and westwardly on lands of the Beach Company, and the said premises above being more particularly shown on a plat recorded Plat Book C Page 6, R.M.C. Office for Charleston County, the intention being hereby to convey those lands owned by Grantors which are located on the southeastern side of Rifle Range Road.

It is understood that the grantors hereby convey 267.3 acres of highland with covenant of general warranty, and that they convey all of their right, title, interest and estate of, in and to 182.3 acres of marshland identified as TMS 561-00-00-032 without any warranty.

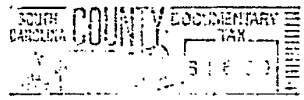
Said premises being portions of the lands conveyed to the late Lester A. Wilson by Deed of David Ramsey Williams dated June 6, 1923, recorded June 7, 1923 in Book Y-31 Page 127, R.M.C. Office for Charleston County and also by Deed of Burnet R. Maybank dated February 4, 1931 recorded February 5, 1931 in Book U-35 Page 316, R.M.C. Office for Charleston County."

TMS 561-00-00-031
&
TMS 561-00-00-032

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 Yaupon Plantation Investors, a Partnership, its successors and Assigns forever.





BOOK W108 PAGE 247

AND We do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said said 267.3 acres of highland of the Yaupon Plantation Investors, a Partnership, its successors and Assigns, against us and our Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof, the said 182.3 acres of marshland being without warranty.

WITNESS our Hands and Seals, this 5th day of March in the year of our Lord one thousand nine hundred and Seventy-Six and in the Two Hundredth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF-

John M. Holbeck

Lester A. Wilson, Jr. M.D. (L. S.)
LESTER A. WILSON, JR., M.D.

Margaret H. Wilson (L. S.)
MARGARET H. WILSON
BY Julian K. Wilson, Atty-in-Facts.)
JULIAN K. WILSON, ATTORNEY-IN-FACT

Julian H. Wilson (L.S.)
JULIAN H. WILSON

The State of South Carolina,

CHARLESTON County.

PERSONALLY appeared before me Robert F. Kurth

and made oath that he saw the within named Lester A. Wilson, Jr., M.D. Julian H. Wilson and Margaret H. Wilson by Julian K. Wilson, Attorney-In-Fact sign, seal, and as their act and deed, deliver the within written Deed, and that he with John M. Holbeck witnessed the execution thereof.

SWORN to before me, this 5th day of March A.D. 19 76

John M. Holbeck (SEAL)
Notary Public of South Carolina
My Commission Expires: 8/21/79

RENUNCIATION OF DOWER

The State of South Carolina,

CHARLESTON County.

I, John M. Holbeck, a Notary Public for South Carolina do hereby certify unto all whom it may concern, that Mrs. Lillian H. Wilson the wife of the within named Lester A. Wilson, Jr., M.D. did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Yaupon Plantation Investors, a Partnership, its successors and assigns, all her interest and estate, and also all her right and claim of dower of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal, this 5th day of March Anno Domini 19 76

John M. Holbeck (SEAL)
Notary Public of South Carolina
My Commission Expires: 8/21/79

Lillian H. Wilson
LILLIAN H. WILSON

PRITCHARD, HEMES & HOWIESON
ATTORNEYS AT LAW

BOOK W108 PAGE 247

2.00
1130.00
616.00
1738.00

THE STATE OF SOUTH CAROLINA

RENUNCIATION OF DOWER

THE COUNTY OF CHARLESTON

I, John M Holbeck

a Notary Public for South Carolina do hereby certify unto all whom it may concern, that Mrs. Nina G. Wilson the wife of the within named Julian M. Wilson did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Yaupon Plantation Investors, a Partnership, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in or to all and singular the premises within mentioned and released.

Given under my Hand and Seal this 5 day of March Anno Domini 1976.

John M Holbeck (SEAL)
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 8/21/79

Nina G. Wilson
NINA G. WILSON

State of South Carolina,

LESTER A. WILSON, JR., M.D.
JULIAN M. WILSON & MARGARET M. WILSON

TO

YAUPON PLANTATION INVESTORS
A PARTNERSHIP

TITLE TO REAL ESTATE

Filed ____ day
of ____ A.D. 19__
at ____ o'clock ____ M.
and recorded in Book ____
Page ____ Fee, $ ____

Filed, Indexed and Recorded
March 5 1976 2:35
Book W108 Page 247

Register Mesne Conveyance
Charleston County, S. C.

Filed, Indexed and Recorded
Mar 5 1976 2:35
Book ____ Page ____
Register Mesne Conveyance
Charleston County, S. C.

PRITCHARD, HEMES & HOWIESON
ATTORNEYS AT LAW

REAL PROPERTY RECORD

CHARLESTON COUNTY, S. C.

1. T. M. No. 561 — 01 — 00 LOT 43 | GEOGRAPHICAL AREA: AWENDAW | TAX DISTRICT NO. 12

	TITLE OF OWNERSHIP	DATE OF MO. DAY YR.	DEED BOOK	DEED PAGE	$ INDICATED PURCHASE PRICE	CODE	MAILING ADDRESS:
3.	R.A.C. ENTERPRISES, INC.	10-3-84	L140	746			
4.	RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.	12-11-85	B150	875			320 Plumb Run Rd. Mt. Pleasant X
5.							
6.							
7.							
8.							
9.							

10. PROPERTY LOCATION — SUBDIVISION: RAVENS RUN

11. Lot | Block | Tract No. | Parcel No. | Other LAKES, ~~PARKS~~, ~~AIRCRAFT TIE DOWN~~, ~~RUNWAY~~, WALKWAY, ISL. AND AMENITY AREA

12. ACREAGE: High Land | Marsh Land | Total Acres — ACREAGE TAKEN FROM: DEED ( ), PLAT (X), COMPUTATIONS ( )

13. MEASUREMENTS: Road Frontage X X X X X X X

14. PLATS RECORDED IN: BL-57, Z159-504, BN-20, G162-321, BN-191, B167-335

15. COPY OF CURRENT PLAT IN TAX MAP WORK SHEET FOLDER X

16.	YEAR ASSESSMENT FOR:	1985									
17.	LAND ASSESSMENT $										
18.	BUILDING ASSESSMENT $										
19.	TOTAL ASSESSMENT $	*									
20.	NUMBER OF BUILDINGS										
21.	TOTAL APPRAISED VALUE $										

COMPUTERIZED
JUN 23 1986
BY MB
6-23-87 CHECKED
10-21-87 7-16-86 4-18-89
3/21/88 60.8 BSC

22.	BUILDING PERMIT ISSUING AUTHORITY	PERMIT NUMBER	DATE OF MO. DAY YR.	DESCRIPTION OF WORK	$ ESTIMATED COST AS TAKEN FROM PERMIT	1960-68 TAX MAP CODE
23.						TMS BLOCK LOT
24.						
25.						"X" IN LAST COLUMN, SEE REVERSE SIDE FOR ADDITIONAL REMARKS

LINE# 19-Separated from 561-0-0-31 and 80 per Plats BG-52, 53 and 54 for 1986. Previously assessed in 561-0-0-31 (194.15 ac. High and 127.72 Ac. Marsh = Total of 321.87 acs) and 561-0-0-80 (59.13 ac. high and58.5 ac. Marsh = Total of 117.63 acs., SE Rifle Range Rd. pt. High) jwc 5-27-86

LINE# 4--Deed is for 561-1-0-93 561-0-0-31 and 80 jwc 5-27-86

ByyDeed R163-134 RAC Enterprises, Inc. conveys to Raven's Run Homeowners Association, Inc. Also adding Plat BL-57 per mapping. bt 10-20-87

LINE #14--cont., BG-52, A150-5, BG-53, A150-4, BG-54, A150-8, BJ-135, C156-394, BJ-136, D156-473, BJ-137, C156-396. 3-21-88 sb

LINE #12--Previously mapped as lakes, parks, aircraft, tie down, runway, walkway, island, and amenity area. By plat CO-88, subdivided 7.74 ac for park, aircraft, tie down, runway. See TMS# 561-01-00-098 for 1994. 3/4/94 cdf

CHARLESTON COUNTY, SC

Site Provided by... governmax.com 1.14

Overview

Property ID (PIN) 1 of 1

Records

- **Overview**
- Parcel
- Land
- Improvements
- Sales Disclosure
- Pay Taxes

Search by

- **Property ID (PIN)**
- Street Address
- Legal Description
- Sales
- Owner Name

Menu

- Homepage
- **Real Property**
- Personal Property
- Motor Vehicle
- Shopping Cart
- Help
- Feedback

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
5610100093		RIFLE RANGE RD, MOUNT PLEASANT	8/21/2018	2018	2017

Current Parcel Information

Owner	RAVEN'S RUN HOMEOWNERS ASS	Property Class Code	742 - HOA-PROP
		Acreage	46.0000
Owner Address	1414 OMNI BLVD B MT PLEASANT SC 29466-8850		
Legal Description	Subdivision Name -RAVENS RUN Description -LAKES,PARKS,AIRCRAFT TIE DOWN,RUNWAY,WALKWAY,ETC. Site Name -RAVENS RUN PlatSuffix BN-191 PolTwp 002		

Historic Information

Tax Year	Land	Improvements	Market	Taxes	Payment
2017	$5,400		$5,400	$86.00	$86.00
2017	$5,400		$5,400	$170.81	$170.81
2017	$5,400		$5,400	$217.80	$217.80
2016	$5,400		$5,400	$168.18	$168.18
2016	$5,400		$5,400	$86.00	$86.00
2015	$5,400		$5,400	$164.73	$164.73
2015	$5,400		$5,400	$86.00	$86.00
2014	$5,400		$5,400	$86.00	$86.00
2014	$5,400		$5,400	$163.36	$163.36

Sales Disclosure

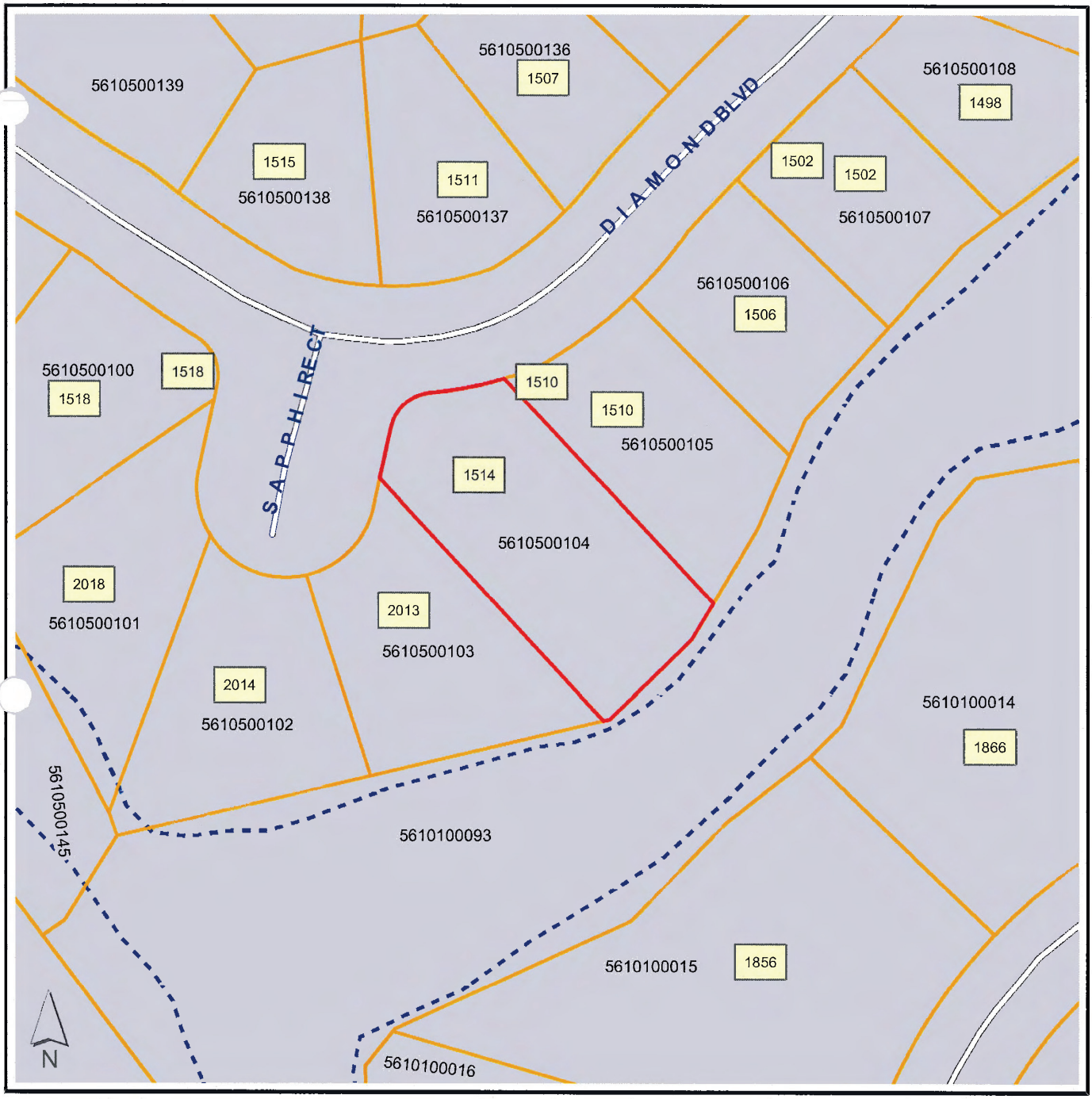
Grantor	Book & Page	Date	Deed	Vacant	Sale Price
RAVENS RUN HOMEOWNERS	R163 134	1/5/1987	Ge		$1
RAC ENTERPRISES INC	E150 875	12/11/1985	Ge		$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Bedrooms	Finished Sq. Ft.	Improvement Size
R01	DWELL	Dwelling	1986	1.54	03	1,278	
C01	HEALTH	Health Club	1986	0	0	2,518	
C01	COMCNPYG	Commercial Canopy - Good	1986	0	0		1,844
C01	UTLSHED	Residential Shed - Small Util	1987	0	0		1,200
C01	WALKWAY	Dock Walkway	1987	0	0		2,744
C01	HOTTUB	Residential Hot Tub	1987	0	0		1
C01	TENNISS	Tennis Courts - Standard	1987	0	0		2
C01	POOL	Residential Pool In Ground	1987	0	0		1,000

Charleston County makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. All data is subject to change.

Print Print List First Previous Next Last



Charleston County SC

0 45 90 180 Feet

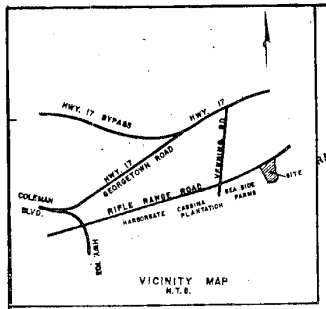
1 inch = 74 feet

Parcel ID: 5610500104
OWNER1: KUBU JAMES B
ACREAGE: 0.33
PLAT_BOOK_PAGE: BN-177
DEED_BOOK_PAGE: 0298-749
Jurisdiction: TOWN OF MT PLEASANT

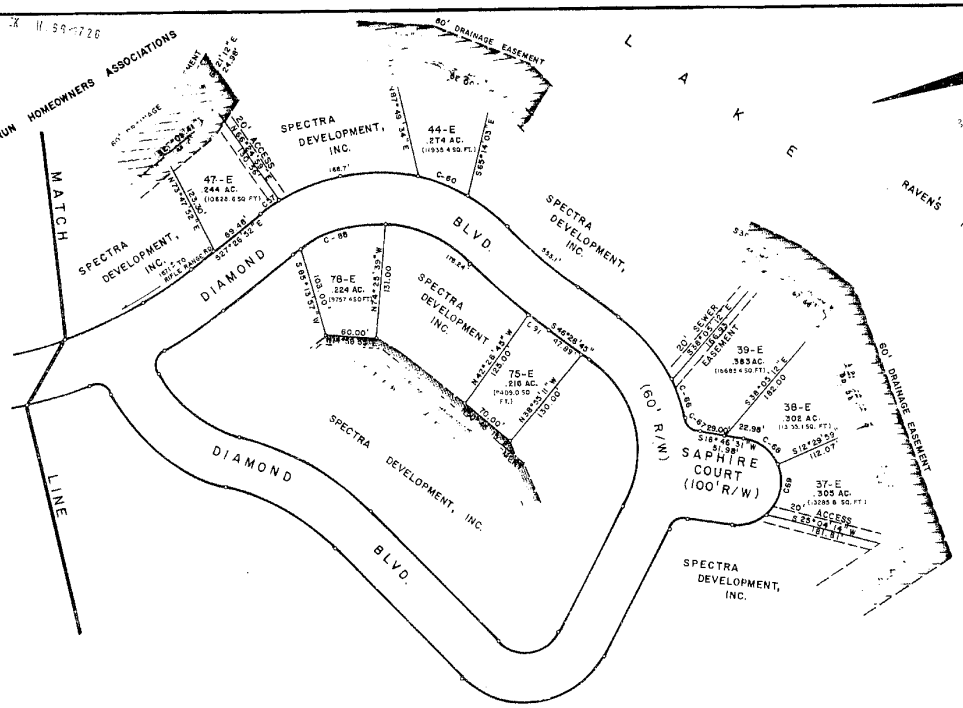
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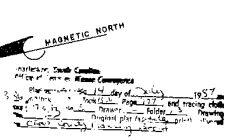
CHARLESTON COUNTY
SOUTH CAROLINA

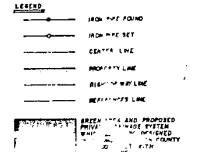
Author: Charleston County SC
Date: 8/9/2018



VICINITY MAP
N.T.S.







REFERENCE
1. T.M.S. NO. 561-00-00-094.
2. REFERENCE PLAT BY PRECISION ... SURVEYING CO., DATED NOVEMBER 21, 1985.
3. REFERENCE PLAT BY KEITH ... DATED ... BOOK BE PAGE 124.
4. PLAT BY KEITH RUDDY DATED ... IN PLAT BOOK BK PAGES 144 ... BOOK, RECORDED

NOTES:
1. APPROVAL OF THIS PLAT IN ... INDICATES THE ... OF CHARLESTON TO A ... ESTABLISHED ... MAINTENANCE ANY OF THE ... EASEMENTS (INCLUDING ... PRIVATE DRAINAGE EASE...
2. THE 60' DRAINAGE EASEMENT ... PERIPHERY ... SHALL BE 20' WITHIN THE ... TOWARDS ... THE LAKES.
3. THE 20' DRAINAGE EASEMENT ... EACH ... SIDE OF THE PROPERTY LINE ... SIDE NOTED.
4. NO STRUCTURE, FENCE, DOCK ... FUNCTION ... IS ALLOWED WITHIN THE 20' ... ACCESS ... EASEMENTS AROUND LAKE.
5. THE 60' DRAINAGE EASEMENT ... WILL ... BE ACCEPTED AS A DRAINAGE ... WITH ... NO ENCROACHMENT MADE ... LAKE. ... ONLY THAT PORTION OF THE ... DRAINAGE ... EASEMENT THAT REGULARLY ... WILL BE ... MAINTAINED.

BY THE RECORDING OF THIS PLAT, THE GREEN AREAS AND LAKES SHOWN HEREON ARE DEDICATED TO THE USE OF THE CROWN POINT SUBDIVISION HOMEOWNERS ASSOCIATION FOREVER

Arlen T. Byrge Jr.
SPECTRA DEVELOPMENT, INC.

BY THE RECORDING OF THIS PLAT, THE EASEMENTS AND ROAD RIGHT-OF-WAYS SHOWN HEREON ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER

Arlen T. Byrge Jr.

APPROVED FINAL PLAT
Eugene K. Bonham
CHARLESTON COUNTY PLANNING BOARD
DATE JULY 7, 1987
#11520-BB
SHEET 2 OF 2

I, CLARENCE S. MATTHEWS, A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH CAROLINA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON, THAT THIS PLAT SHOWS IT'S TRUE DIMENSIONS, THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THAT THE ENCLOSED SKETCH IS ... 7/10/1987

Clarence S. Matthews
CLARENCE S. MATTHEWS
S.C. REG. No. 6536

SCALE 1" = 60' -60 0 60

... JUNE 26, 1987

SOUTH CAROLINA REGISTERED LAND SURVEYOR 6536 CLARENCE S. MATTHEWS

PLAT SHOWING
14 LOTS ... SUBDIVISION
CROWN POINTE ... /ISION
TOTALING 3.866 A...
PROPERTY OWNE...
SPECTRA DEVELOPM... CO.
EXCEPTING LOTS 13 ... 8-E
CHRIST CHURCH PARISH, CH... CO, S. C.

CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
57	06-49-09	214.80	25.56	12.80	25.55	S 24-02-18 E
60	16-51-56	214.80	63.23	31.84	63.00	S 32-16-14 W
66	14-11-47	190.85	47.19	23.72	47.07	S 82-14-57 W
67	70-14-19	20.00	24.63	14.15	23.11	S 56-03-40 W
68	58-13-30	50.00	51.25	28.13	49.03	S 48-08-16 W
69	72-16-15	50.00	63.48	36.82	59.30	N 66-07-51 W

AREA DETERMINED BY D.M.E. METHOD

F.E.S., Inc. (EAST COAST EN... SURVEYING, INC.)
...NEERS • PLANNERS ... SURVEYORS
... WESLEY DR. SUITE ... PHONE ... CESTON, S. C.

SHEET ...

RMC Bk 0298 Pg 749 : pg 1 *



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that we, ***DONALD A. PIKE and BARBARA H. PIKE,*** *(hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of* ***THREE HUNDRED TWENTY THOUSAND AND 00/100 ($320,000.00) DOLLARS, and subject to the restrictions, exceptions and limitations as hereinafter set forth, if any,*** *to the Grantor paid by* ***JAMES B. KUBU and MELISSA F. KUBU,*** *hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said* ***JAMES B. KUBU and MELISSA F. KUBU, as Joint Tenants with Rights of Survivorship and NOT as Tenants in Common,*** *their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:*

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the County of Charleston, State of South Carolina, known and designated as Lot 39E, Crown Pointe Subdivision, as shown on a plat entitled, "PLAT SHOWING 14 LOTS IN CROWN POINTE SUBDIVISION TOTALLING 3.866 ACRES PROPERTY OWNED BY SPECTRA DEVELOPMENT, INC., EXCEPTING LOTS 13E AND 58E, CHRIST CHURCH PARISH, CHARLESTON COUNTY, S.C.," prepared by East Coast Engineering and Surveying, Inc., dated June 26, 1987, said plat being thereafter duly recorded in the RMC Office for Charleston County in Plat Book BN, pages 176 and 177; said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

BEING the same property conveyed to Donald A. Pike and Barbara H. Pike dated November 26, 1996 herein by deed of Samuel D. Johnson and Margaret M. Johnson and recorded in the RMC Office for Charleston County in Book M277, page 053.

Weeks & Irvine, LLC
106 West 7th North Street
Summerville, SC 29483
12-7890 cw Kubu 12/12

RMC Bk 0298 Pg 749 : pg 2 *

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina.

TMS Number: 561-05-00-104

GRANTEE'S ADDRESS: ***1514 Diamond Boulevard***
Mount Pleasant, SC 29466

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 ***JAMES B. KUBU and MELISSA F. KUBU, as Joint Tenants with Rights of Survivorship and NOT as Tenants in Common*** *and their Heirs and Assigns forever.*

And the Grantor does hereby bind the Grantor and the Grantor's Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantees hereinabove named and the Grantee's Heirs and Assigns against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

RMC Bk 0298 Pg 749 : pg 3 *

WITNESS our hands and seals this 4th day of December, in the year of our Lord Two Thousand Twelve (2012) and in the Two Hundred Thirty-Seventh (237th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness #1

Witness #2

DONALD A. PIKE

BARBARA H. PIKE

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me by ***Donald A. Pike and Barbara H. Pike*** *on this the 4th day of December, 2012.*

JOSEPH W. KESSINGER NOTARY PUBLIC STATE OF SOUTH CAROLINA My Comm. Expires September 15, 2016

Notary Public for South Carolina
My Commission Expires: 9/15/16
12-7899EW/KJbu

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF CHARLESTON)

Date of Transfer of Title
December 4, 2012

RMC Bk 0298 Pg 749 : pg 4 *

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 Donald A. Pike and Barbara H. Pike TO James B. Kubu and Melissa F. Kubu ON 12/04/12.

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 $320,000.00
(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)	$320,000.00	the amount listed in Item #4 above
(b)	0.00	the amount listed on Item #5 above (no amount, please zero)
(c)	$320,000.00	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/grantee/grantor

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
James B. Kubu

SWORN to before me this

12/04/12

Notary Public for South Carolina
My Commission expires: 9-15-16

Mark W. Weeks or Robert L. Irvine, III
Joe Hand or Raymond W. Smith or Marshall Milligan
Print or Type Name Here

JOSEPH W. KESSINGER NOTARY PUBLIC STATE OF SOUTH CAROLINA My Comm Expires September 15, 2016

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS IRVINE LLC

RECORDED

Date: December 20, 2012
Time: 9:07:43 AM

Book	Page	DocType
0298	749	Deed

Charlie Lybrand, Register
Charleston County, SC

RMC Bk 0298 Pg 749 : pg 5 *

MAKER:
PIKE DONALD A AL

RECIPIENT:
KUBU JAMES B AL

Original Book:

Original Page:

Note:

of Pages: 5

Recording Fee	$	10.00
State Fee	$	832.00
County Fee	$	352.00
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	1,194.00

DRAWER: Drawer 3
CLERK: ECP

AUDITOR STAMP HERE
RECEIVED FROM RMC
DEC 28 2012
PEGGY A. MCSELEY
CHARLESTON COUNTY AUDITOR

UPDATED
PID VERIFIED BY ASSESSOR
DEC 27 2012
REP ASTRJB
DATE
4

0298	748	12/20/2012	5
Book	Page	Recorded Date	# Pgs

		0	09:07:43
Original Book	Original Page	Doc Type	Recorded Time

29438

BK P 266PG757

THE STATE OF SOUTH CAROLINA,

COUNTY OF CHARLESTON

Know All Men By These Presents, That Timothy Assip and Lynn B. Assip, husband and wife (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of ONE HUNDRED THIRTY EIGHT THOUSAND DOLLARS ($138,000.00) Dollars,

to the Grantor paid by LEILA JUNE JOHNSON (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee the following described property.

(Lot 40E, Crown Pointe; TMS#561-05-00-105)

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 premises before mentioned, unto the said Grantee, her

Heirs and Assigns forever.

And the Grantor does hereby bind themselves, their Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 29th day of March in the year of our Lord one thousand nine hundred and NINETY-FIVE and in the two hundredth and Nineteenth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Witness 1 Delores Hartin — Timothy Assip (Seal)

Witness 2 Janice B. Dent — Lynn B. Assip (Seal)

STATE OF SOUTH CAROLINA
SOUTH CAROLINA TAX COMMISSION
DOCUMENTARY STAMP TAX
MAY 95 358.80

THE STATE OF SOUTH CAROLINA,

RICHLAND COUNTY.

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Grantor sign, seal and, as the Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this

29th day of March ,19 96

(L.S.)
Notary Public of S. C.

Witness 1

My Commission Expires: June 15, 2004

EXHIBIT "A"

ALL that piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in Charleston County, State of South Carolina, shown and designated as Lot 40E, CROWN POINTE SUBDIVISION, on a plat entitled: "PLAT SHOWING 65 LOTS IN CROWN POINTE SUBDIVISION TOTALING 26.39 ACRES, PROPERTY OWNED BY SPECTRA DEVELOPMENT, INC., LOTS 13-E AND 58-E OWNED BY RYLAND HOMES, INC., CHRIST CHURCH PARISH, CHARLESTON CO., S.C." prepared by East Coast Engineering and Surveying, Inc., recorded in Plat Book BP, pages 160 and 161, in the RMC Office for Charleston County, S. C. Said lot having such size, shape, dimensions, buttings and boundings as will by reference to said plat more fully appear.

SUBJECT to Restrictions for Crown Pointe recorded October 17, 1986, in Book O-158, Page 414, RMC Office aforesaid.

SUBJECT to portion of twenty foot (20') sanitary sewer easement and portion of sixty foot (60') drainage easement as shown on Plat recorded in Plat Book BP, Page 161, RMC Office aforesaid.

BEING THE SAME property conveyed to Timothy Asnip and Lynn B. Asnip, by deed of The Ryland Group, Inc., dated January 29, 1988, and recorded February 1, 1988, in Book D-172, Page 529, in the RMC Office aforesaid.

TMS#561-05-00-105

Grantee's Address: 1510 Diamond Boulevard
Mt. Pleasant, S. C. 29464

J. Lynn McCants BK P 268PG759

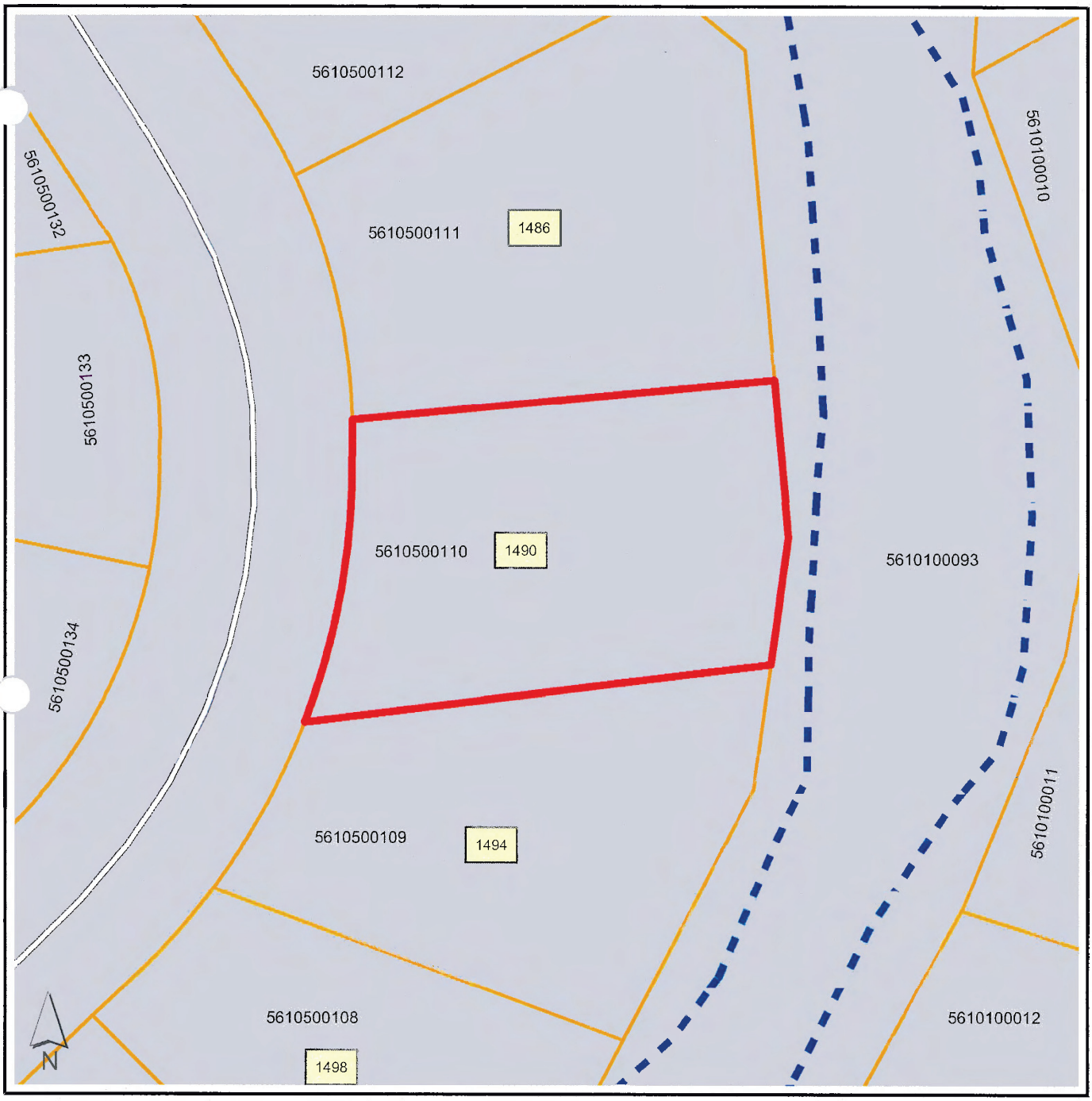
FILED
D268-757
96 MAY -2 PM 3:47
CHARLIE F. BYRAND
REGISTER
CHARLESTON COUNTY SC

18.00
358.80
151.80
528.60

TAXES VERIFIED
BAC MJM
DTD 5/6/96

Recorded this 2 day of May Year 96
On Property Record Card

Auditor Charleston County



Charleston County SC

0 25 50 100 Feet

1 inch = 41 feet

Parcel ID: 5610500110
OWNER1: KINLAW KATHERINE
ACREAGE: 0.27
PLAT_BOOK_PAGE: BP-161
DEED_BOOK_PAGE: 0503-870
Jurisdiction: TOWN OF MT PLEASANT

CHARLESTON COUNTY
SOUTH CAROLINA

Note: The Charleston County makes every effort possible to produce the most accurate information. The layers contained in the map service are for information purposes only. The Charleston County makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The County explicitly disclaims all representations and warranties. The reader agrees to hold harmless the Charleston County for any cause of action and costs associated with any causes of action which may arise as a consequence of the County providing this information.

Author: Charleston County SC
Date: 8/9/2018


BP0503870

PGS:
5

Prepared By:

Foti Law Firm, LLC
162 Seven Farms Drive, Suite 205
Charleston, SC 29492

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that I, ***Linda B. West and James R. West*** *(hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of* ***THREE HUNDRED SEVENTY-NINE THOUSAND AND NO/100 DOLLARS ($379,000.00) and subject to the restrictions, exceptions and limitations, if any, as hereinafter set forth,*** *to the Grantor paid by* ***Katherine Kinlaw*** *(hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said* ***Katherine Kinlaw****, his Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:*

All that piece, parcel of lot of land, together with the improvements thereon, situate, lying and being in Charleston County, State of South Carolina, shown and designated as Lot 45-E, Crown Pointe Subdivision, on a plat entitled "PLAT SHOWING 65 LOTS IN CROWN POINTE SUBDIVISION TOTALING 26.39 ACRES PROPERTY OWNED BY SPECTRA DEVELOPMENT, INC., LOTS 13-E AND 58-E OWNED BY RYLAND HOMES, INC., CHRIST CHURCH PARISH, CHARLESTON CO., SC" prepared by East Coast Engineering and Surveying, Inc., recorded in Plat Book BP, pages 160 and 161, in the RMC Office for Charleston County, SC. Said Lot having such size, shape, dimensions, buttings, and boundings as will by reference to said plat more fully appear.

BEING the same premises conveyed to James R. West and Linda B. West by Deed from David P. Schwacke recorded in the RMC Office fo Charleston County on May 31, 1996 in Book V269 at page 755.

This conveyance is made subject to the following:

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina.

TMS Number: 541-05-00-110

Grantee's Address: 1490 Diamond Blvd, Mount Pleasant, SC 29464

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 Grantee, ***Katherine Kinlaw****, and his Heirs and Assigns forever.*

And the Grantor does hereby bind the Grantor and the Grantor's Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantees hereinabove named and the

Grantee's Heirs and Assigns against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

INTENTIONALLY LEFT BLANK

WITNESS my hand and seal this 4th day of September in the year of our Lord, Two Thousand and Fifteen (2015) and in the Two Hundred Fortieth (240th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Linda B. West

Linda B. West

James R. West

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

THE FOREGOING instrument was acknowledged before me by Linda B. West and James R. West on this the 4th day of September, 2015.

Notary Public for South Carolina
My commission expires: ~~August 28, 2022~~
January 8, 2023

JOSEPH SACCO
My Commission Expires
NOTARY PUBLIC
01-08-2023
SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
COUNTY OF CHARLESTON)

Date of Transfer of Title 4th day of September, 2015

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 Linda B. West and James R. West to Katherine Kinlaw on September 4, 2015.

3. Check one of the following: The deed is:
   (a) ☒ 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 No. 7 of this affidavit

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   (a) ☒ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $379,000.00
   (b) ☐ The fee is computed on the fair market value of the realty, which is $379,000.00
   (c) ☐ The fee is computed on the fair market value of the realty as established for property tax purposes which is $379,000.00

5. Check YES ☐ or NO ☒ 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) $379,000.00 the amount listed in Item No. 4 above
   (b) $0.00 the amount listed on Item No. 5 above (no amount, please zero)
   (c) $379,000.00 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 grantor or grantee.

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 4th day of September, 2015.

ALISON FRASIER NOTARY PUBLIC SOUTH CAROLINA My Commission Expires 12-06-2022

Notary Public for South Carolina
My commission expires:

Katherine Kinlaw
Katherine Kinlaw

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

BROWNYARD LAW FIRM, P.A.
421 JOHNNIE DODDS BLVD
SUITE 300
MT PLEASANT SC 29464 (COURIER)

RECORDED

Date: September 11, 2015
Time: 3:44:26 PM

Book	Page	DocType
0503	870	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:
WEST LINDA B AL

RECIPIENT:
KINLAW KATHERINE

Original Book:

Original Page:

Note:

of Pages: 5

Recording Fee	$ 10.00
State Fee	$ 985.40
County Fee	$ 416.90
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	$ 1,412.30

DRAWER: Drawer 2
CLERK: JBA

AUDITOR STAMP HERE
RECEIVED From RMC
SEP 14 2015
PETER J. TECKLENBURG
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP ASTRJB
DATE SEP 15 2015
4

0503 Book | 870 Page | 09/11/2015 Recorded Date | 5 # Pgs

Original Book | Original Page | D Doc Type | 15:44:26 Recorded Time

CHARLESTON APPRAISAL SERVICE INC.

REAL ESTATE APPRAISERS AND CONSULTANTS

304 Meeting Street, Ste. 201
Charleston, SC 29401
Phone: 843-723-6256
Fax: 843-723-4676
Fed I.D.: 57-0769203

Michael C. Robinson, MAI, SRA
President
Joseph G. McInerney III, MAI
Harold E. Marshall
James L. Rogers, Jr.

August 1, 2018

G. Hamlin O'Kelley, III, Esquire
Buist, Byars & Taylor, LLC
652 Coleman Boulevard, Suite 200
Mount Pleasant, SC 29464

Re: Buffer Discussion and Realtor Survey

Dear Mr. O'Kelley:

The Charleston County Zoning Ordinance defines a vegetative or landscape buffer as, "A vegetated area of varying width (ranging from five to 100 feet) designed exclusively to provide screening between adjoining properties, right-of-ways, parking lots and structures, as defined throughout Article 9.5." Such buffers typically increase the privacy of a property by obstructing views of neighboring houses and other improvements. This provides a property with a more natural and secluded environment. Additionally, many municipalities, including the Town of Mount Pleasant, require vegetative buffers along highways and roads in order to veil development and protect the natural and scenic features of an area.

In late July 2018, I conducted a survey of residential real estate agents in the Mount Pleasant and Metropolitan Charleston area. The purpose of this survey was to obtain the opinions of these professional sales agents on the topic of vegetative buffers between houses and whether the removal of an existing vegetative buffer intended to provide privacy would or would not have an impact on the sale price of an affected residence. Neither the properties in question nor the parties involved were identified to the agents during the survey. Below is a list of the questions asked of each of the participants.

Time Frame - July 2018
Price Range - $750,000 to $1,000,000+

1. What type of properties do you market?
2. How long have you been a real estate agent?
3. Have you been involved with the sale/marketing of properties having some amount of natural buffering between properties?
4. In your opinion, if such a buffer were cleared exposing nearby houses and other improvements, would this affect the sale price?
5. If so, would there be an increase or decrease?
6. What would you believe the percentage change to be?

The results of the survey of six real estate agents/brokers are as follow:

1. All participants are residential agents/brokers. Two stated they are "high end" residential agents.
2. Their range of years as real estate agents/brokers is 18 to 45 years with an average of 30.5 years.
3. All participants stated they have been involved in the sale/marketing of residential properties having natural buffering between properties for the purpose of privacy or views.
4. Five stated that the removal of a buffer would impact the sale price. One stated it would depend on the lot and the number of trees left after a cut.
5. Four stated the removal of a buffer would result in a decrease to the sale price. One stated the removal of a buffer would have a slight decrease on the sale price, and one stated the removal may result in a decrease or no change at all.
6. None felt they could provide a specific percentage change in sale price; however, all but one offered further comments. Individual responses were:

    A. If an established buffer were removed, the marketablility of a property would change. If two identical properties were for sale and one had a buffer and the other had no buffer, the one with the buffer would sell more quickly and at a higher price.
    B. The removal of a buffer would affect a property's desirability, saleability and time on the market which could affect its sale price.
    C. One participant stated, "I don't know."
    D. It would be difficult to quantify a decrease, but it could be the cost to adequately replace the buffer. It definitely would impact the marketability of a property and reduce the number of interested buyers which would mean a longer marketing period in which the listing price may need to be reduced in order to locate a buyer.
    E. No idea as to the percentage change, but the removal of a buffer would result in at least a $10,000 to $20,000 reduction in sale price based on the lot value.
    F. The elimination of privacy in a backyard is the key. Many of this agent's buyers say they want a private backyard and do not care to be shown houses that lack this feature.

Based on the survey of real estate professionals, I am of the opinion that the reduction or removal of a vegetative buffer intended to provide privacy and seclusion would have a potential negative impact on a property's sale price. The survey also indicates that, at a minimum, the marketability of a property or the number of potential buyers would be reduced due to the loss of natural views and privacy. Without exposing a property to the market for a reasonable period of time, it is not possible to accurately quantify what the actual diminution would be. Making this specific determination more difficult is the lack of recent sales in Ravens Run due to the desirability of the neighborhood.

Thank you for the opportunity to provide this service. Please call if you require additional assistance.

Sincerely,

Joseph G. McInerney III, MAI
State Certified General Real
Estate Appraiser SC No. CG 3468

18-009

QUALIFICATIONS OF APPRAISER
JOSEPH (JODY) G. MCINERNEY III, MAI

934 Scottland Drive
Mount Pleasant, SC 29464

EDUCATION: **THE CITADEL**, The Military College of South Carolina,
B.S. Business Administration, Cumulative Grade Point Ratio: 3.90 (4.0 scale)
Graduated May 1989, **Summa Cum Laude**

EXPERIENCE: **Charleston Appraisal Service, Inc.**
304 Meeting Street
Charleston, SC 29401
FEE APPRAISER: January 1999 - Present

Business and Professional Affiliations
MAI - Designated Member, Appraisal Institute, S.C. Chapter
South Carolina Certified General Real Estate Appraiser #CG 3468
Licensed Real Estate Salesman, State of South Carolina

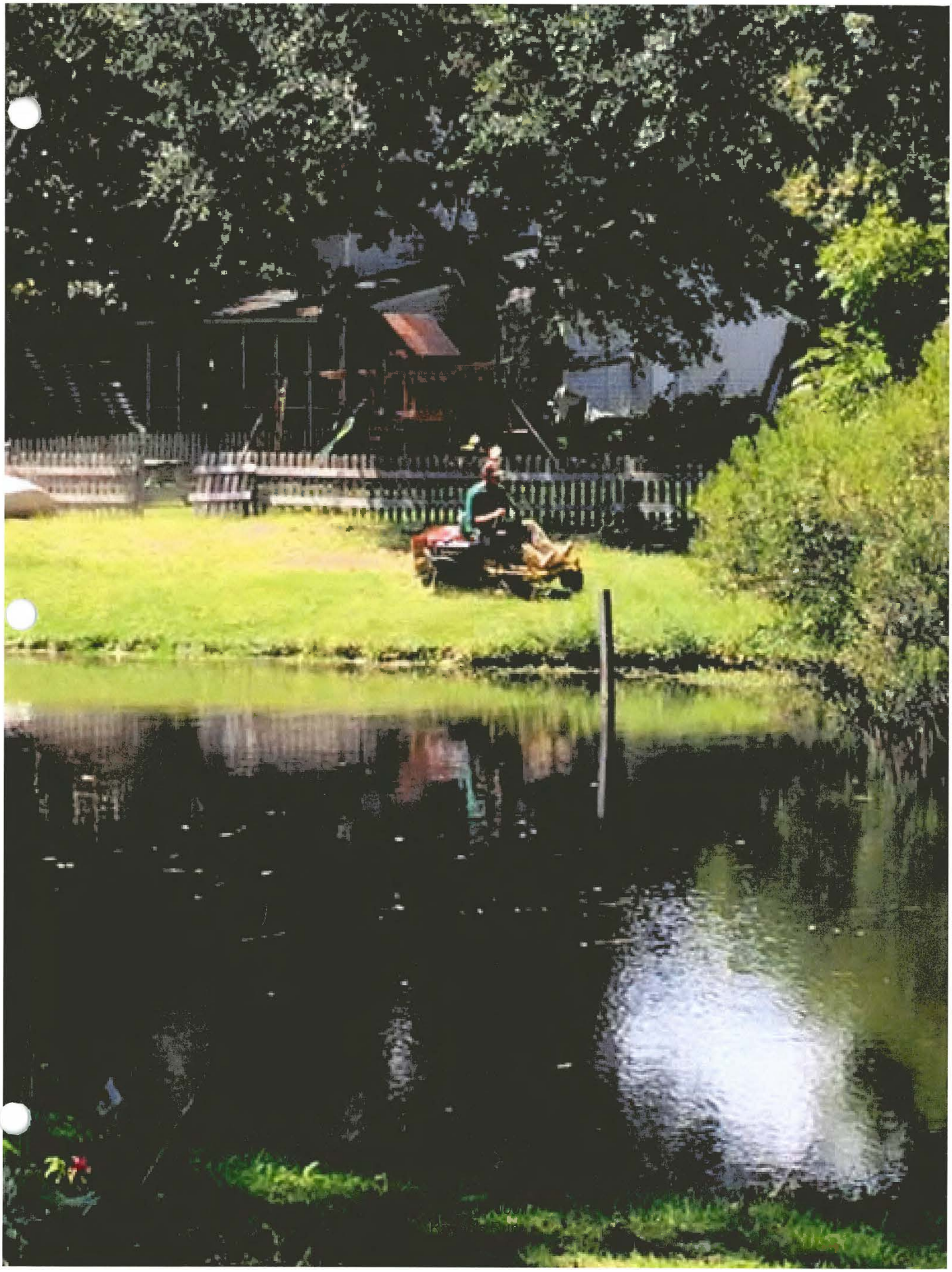
Real Estate Appraisal Education
Courses successfully completed, offered by The Appraisal Institute:
Course 110 - Appraisal Principles, January 1999
Course 120 - Appraisal Procedures, January 1999
Course 410 - National Uniform Standards of
Professional Appraisal Practice (USPAP), May 1999
Course 420 - Standards of Professional Appraisal Practice (Part B), May 1999
Course 210 - Residential Case Study, June 2000
Course 310 - Basic Income Capitalization, August 2000
Course 320 - General Applications, April 2001
Course 500 - Advanced Residential Form & Narrative Report Writing, June 2001
Course 510 - Advanced Income Capitalization, May 2002
Course 520 - Highest and Best Use and Market Analysis, August 2002
Course 530 - Advanced Sales Comparison & Cost Approach, August 2003
Course 400 - National USPAP Update Course, May 2004
Course 420 - Business Practices and Ethics, May 2004
Course 540 - Report Writing and Valuation Analysis, October 2004
Course 550 - Advanced Applications, February 2005
Course 420 - Business Practices and Ethics, May 2014
Course 400 - National USPAP Update Course, December 2015
Course - National USPAP Update Course, May 2018

Online - Comparative Analysis, May 2014
Online - Data Verification, June 2014
Online - Environmental Issues for Appraisers, June 2014
Online - Essential Elements of Disclosures and Disclaimers, June 2016
Online - Introduction to Legal Descriptions, June 2016
Online - Land and Site Valuation, June 2016
Online - The Sales Comparison Approach, June 2016
Online - Business Practices and Ethics, May 2018

Seminars attended, offered by The Appraisal Institute:
Seminar - Uniform Standards for Federal Land Acquisitions, January 2007
Seminar - Appraisal Report Writing, June 2008
Seminar - Analyzing Distressed Real Estate: Here We Go Again, January 2010
Seminar - Residential Design: The Makings of a Good House, June 2010
Seminar - Data Verification Methods (online), June 2010
Seminar - Uniform Appraisal Dataset from Fannie Mae & Freddie Mac, July 2011
Seminar - Analyzing Tenant Credit Risk & Commercial Lease Analysis, April 2012
Seminar - Forest Valuation for Non-Foresters, July 2014
Seminar - Statutory Changes to Property Tax Law, July 2016
Seminar - Hot Topics and Myths in Appraiser Liability, January 2017
Seminar - Spotlight on USPAP, January 2017
Seminar - Parking & Its Impact on South Carolina Properties, November 2017

Partial List of Clients

City of Charleston
City of Goose Creek
Town of Meggett
Charleston Water System/CPW
S.C. Department of Transportation
S.C. Department of Natural Resources
South Carolina Electric and Gas
South Carolina State Ports Authority
The Medical University of S.C.
Charleston County Aviation Authority
National Park Service
Lord Berkeley Conservation Trust
The Trust for Public Land
The Nature Conservancy
Wetlands America Trust
Lowcountry Land Trust
The Conservation Fund
WestRock Corporation
The Boeing Company
Norfolk Southern Railway
Amoco Chemicals
Various Property Owners
Various Banks and Attorneys

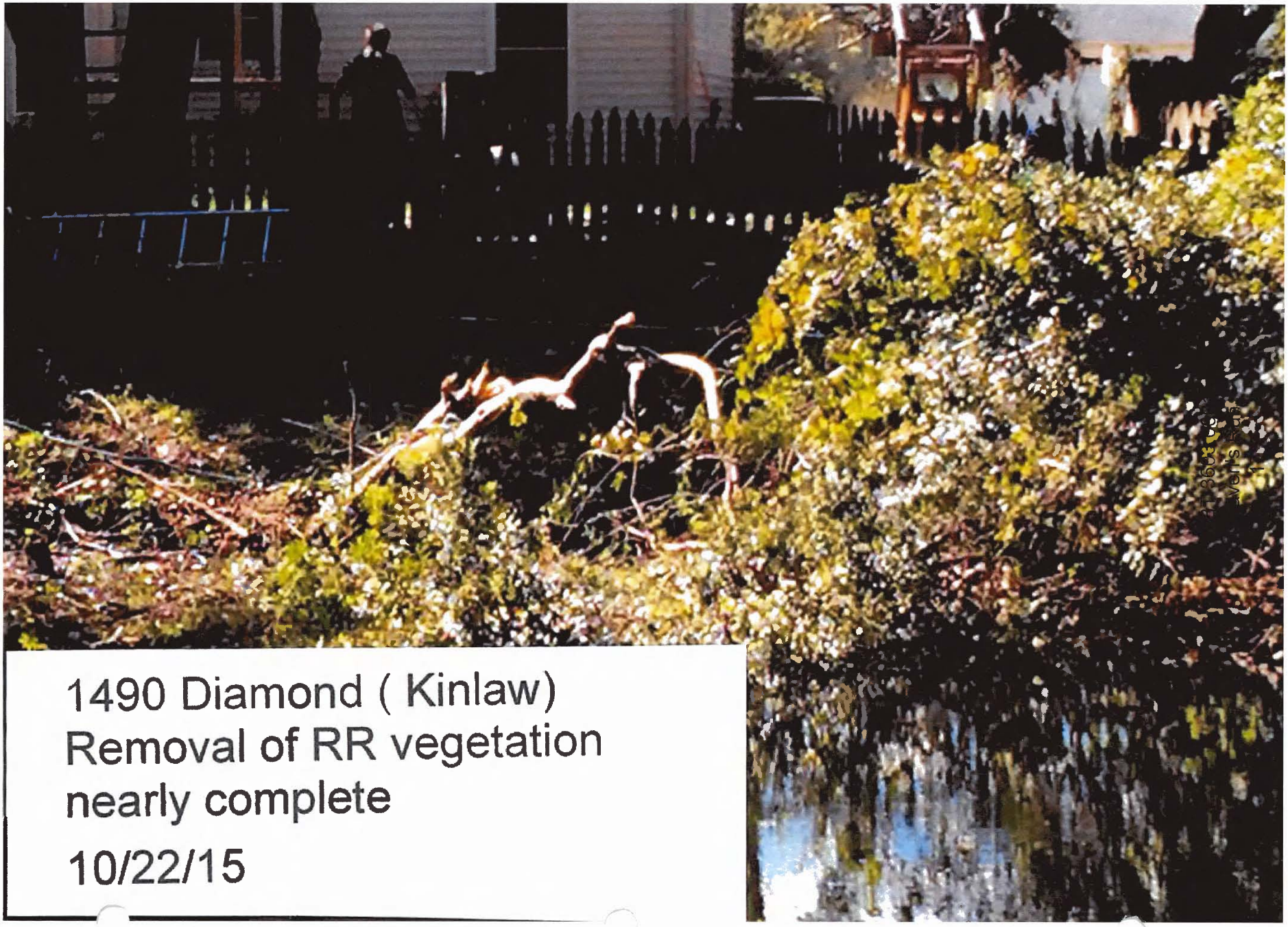




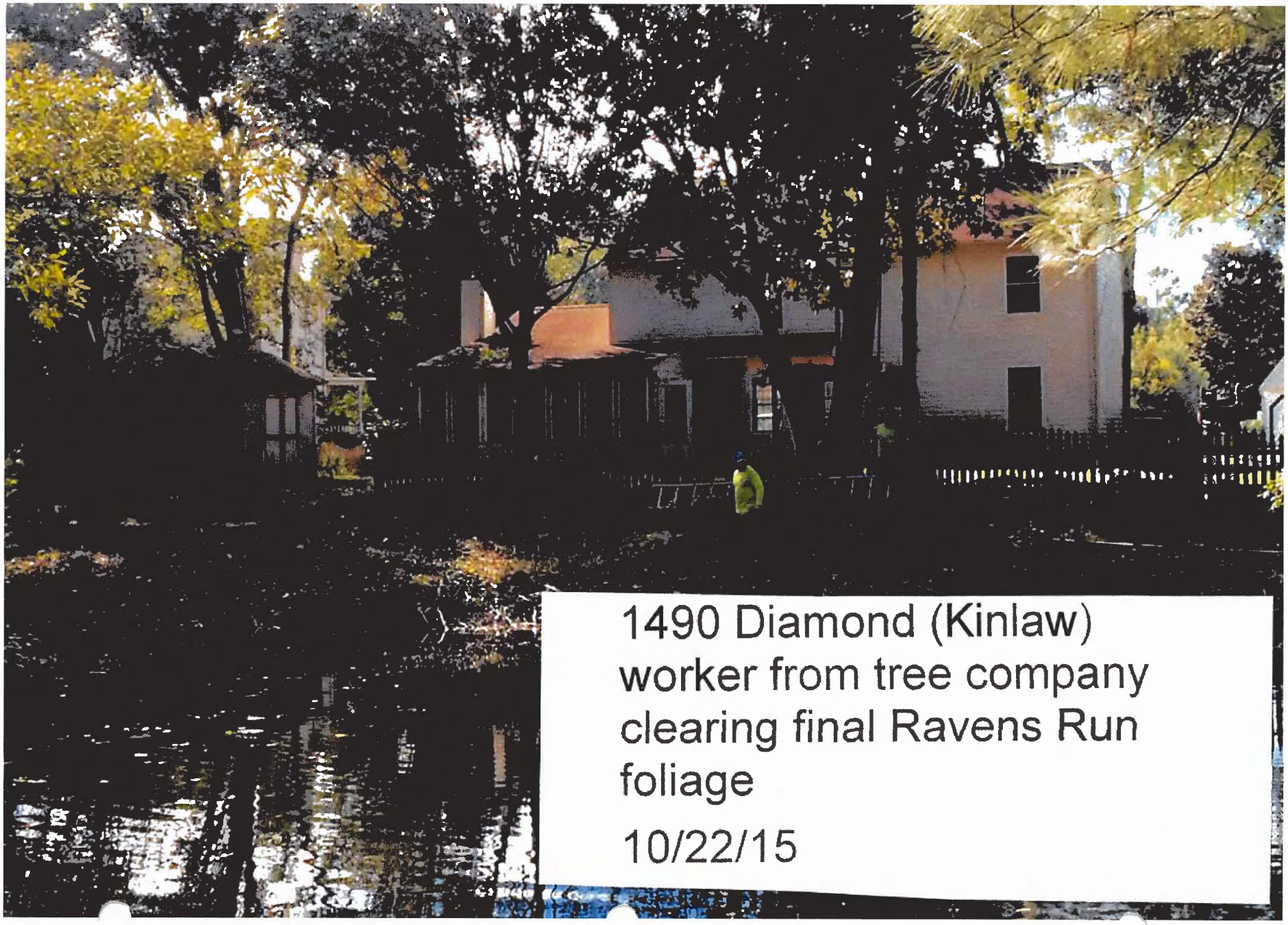






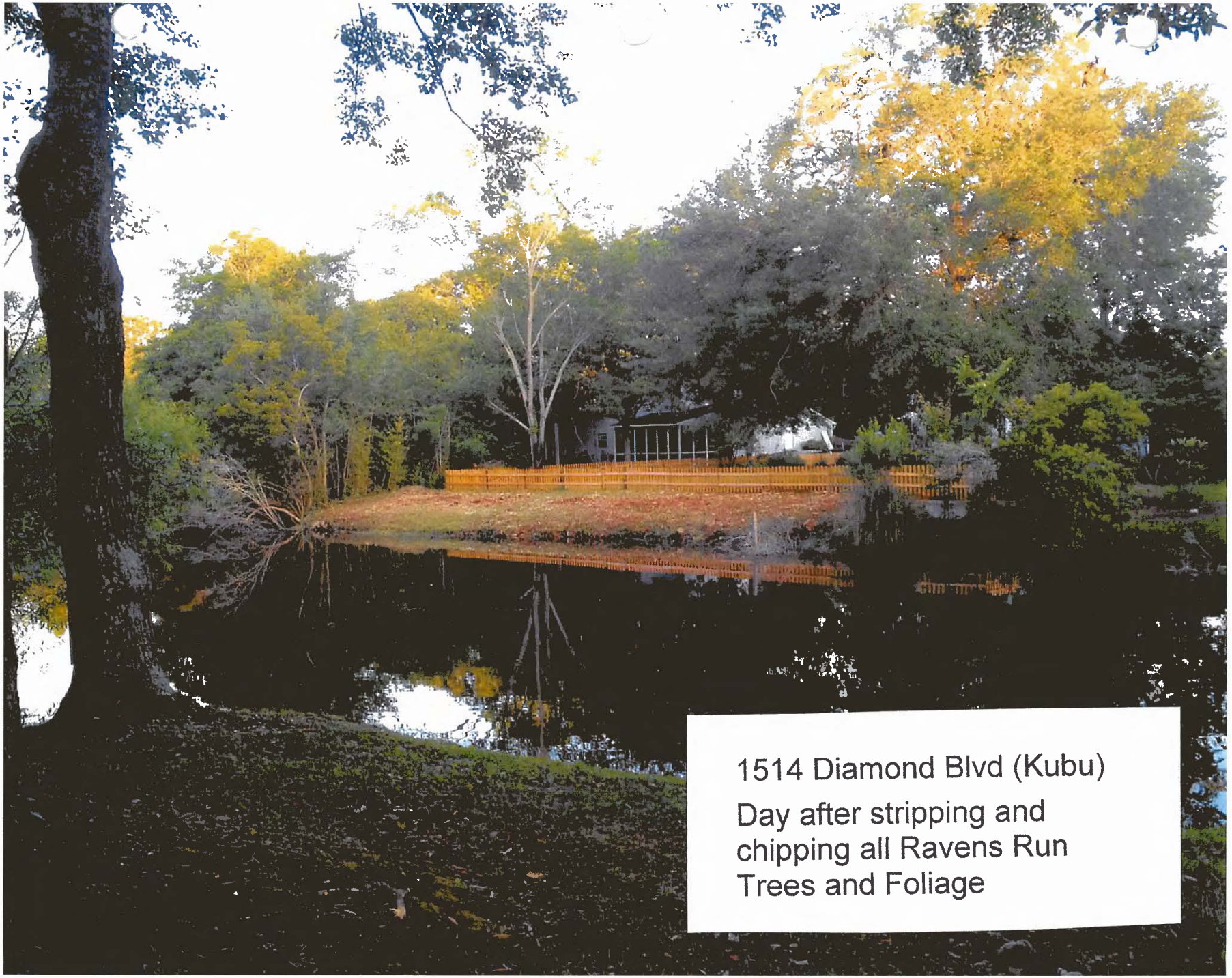


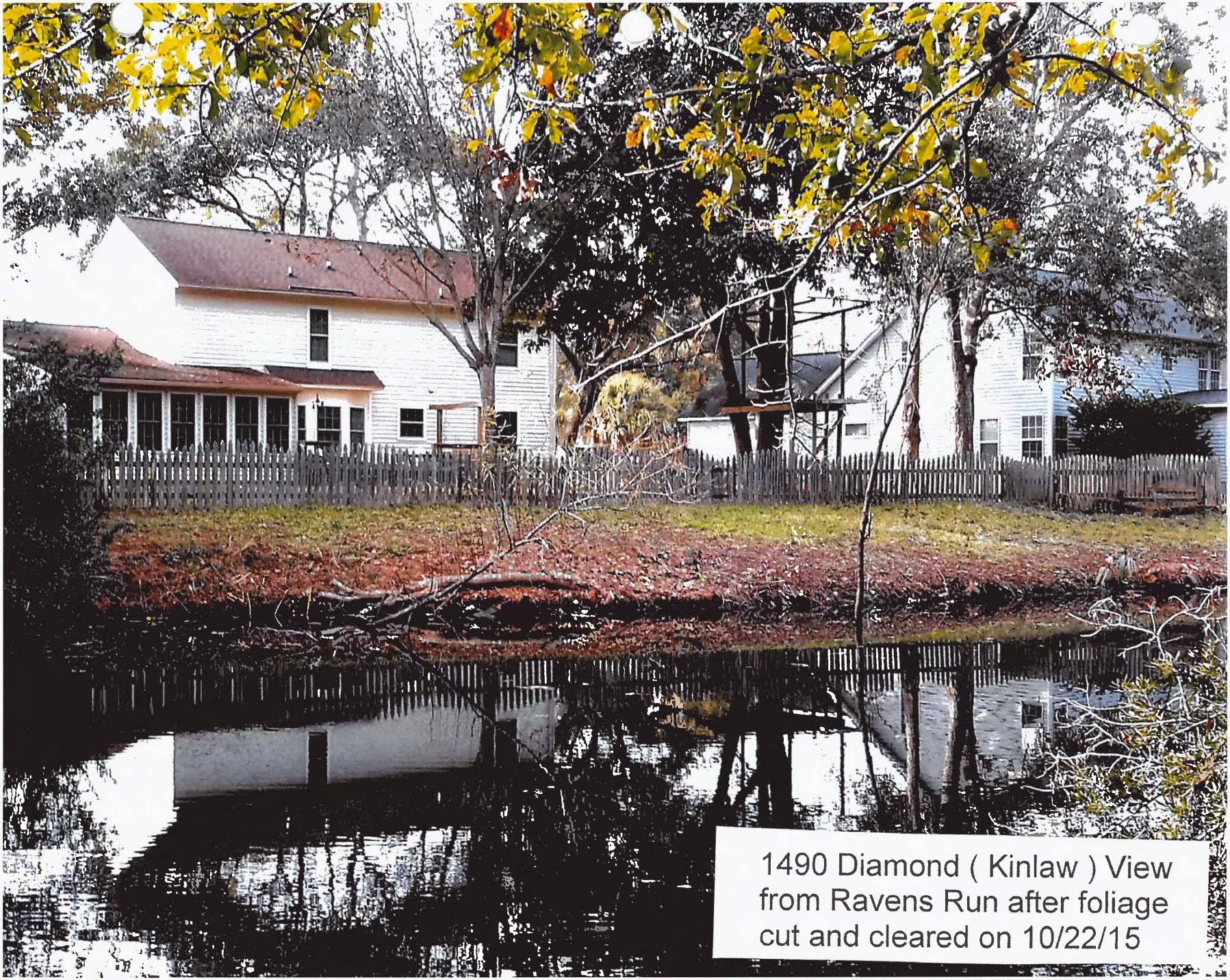
1490 Diamond (Kinlaw)
Removal of RR vegetation
nearly complete
10/22/15



1490 Diamond (Kinlaw)
worker from tree company
clearing final Ravens Run
foliage

10/22/15


1514 Diamond Blvd (Kubu)
Day after stripping and
chipping all Ravens Run
Trees and Foliage


1490 Diamond (Kinlaw) View
from Ravens Run after foliage
cut and cleared on 10/22/15

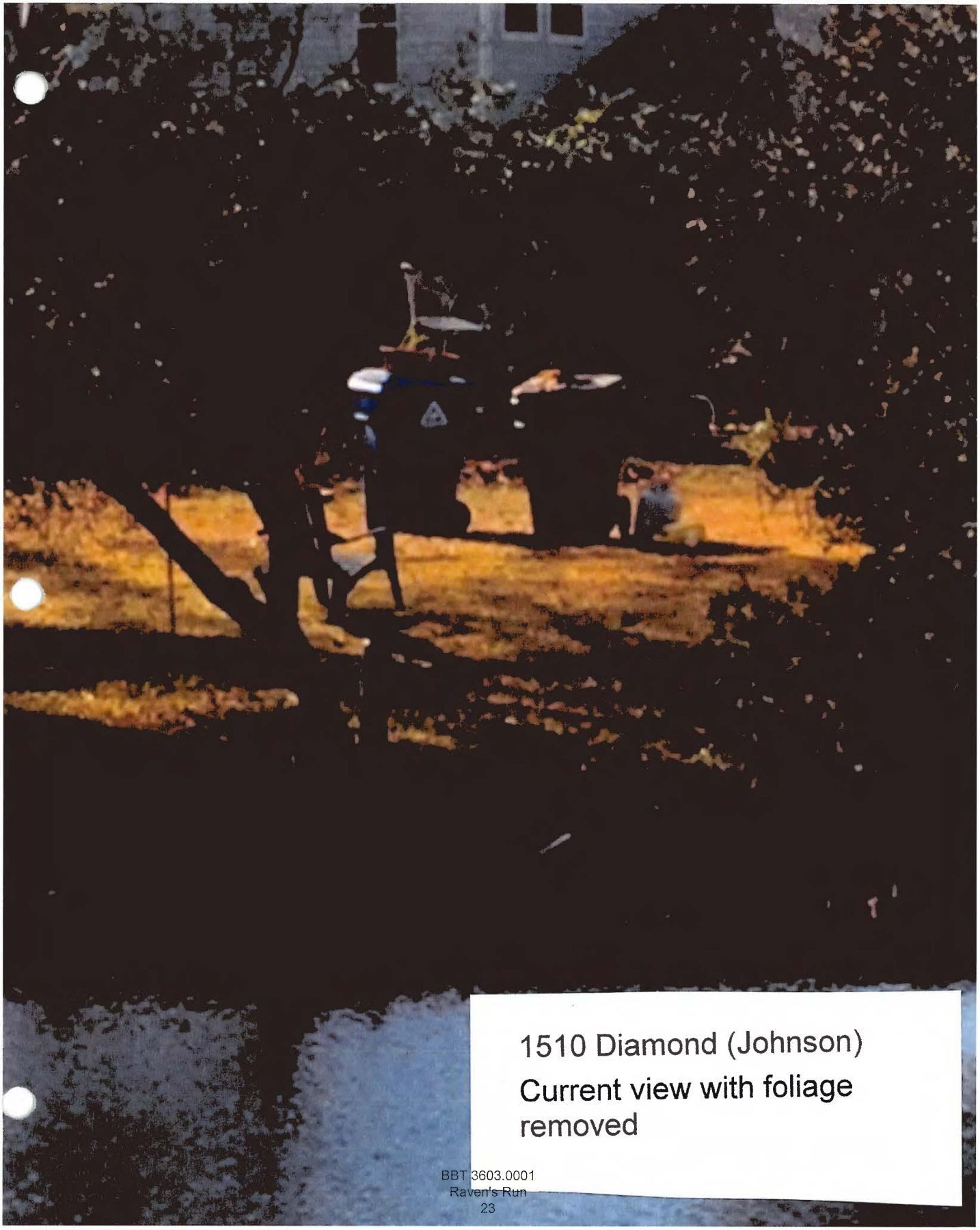


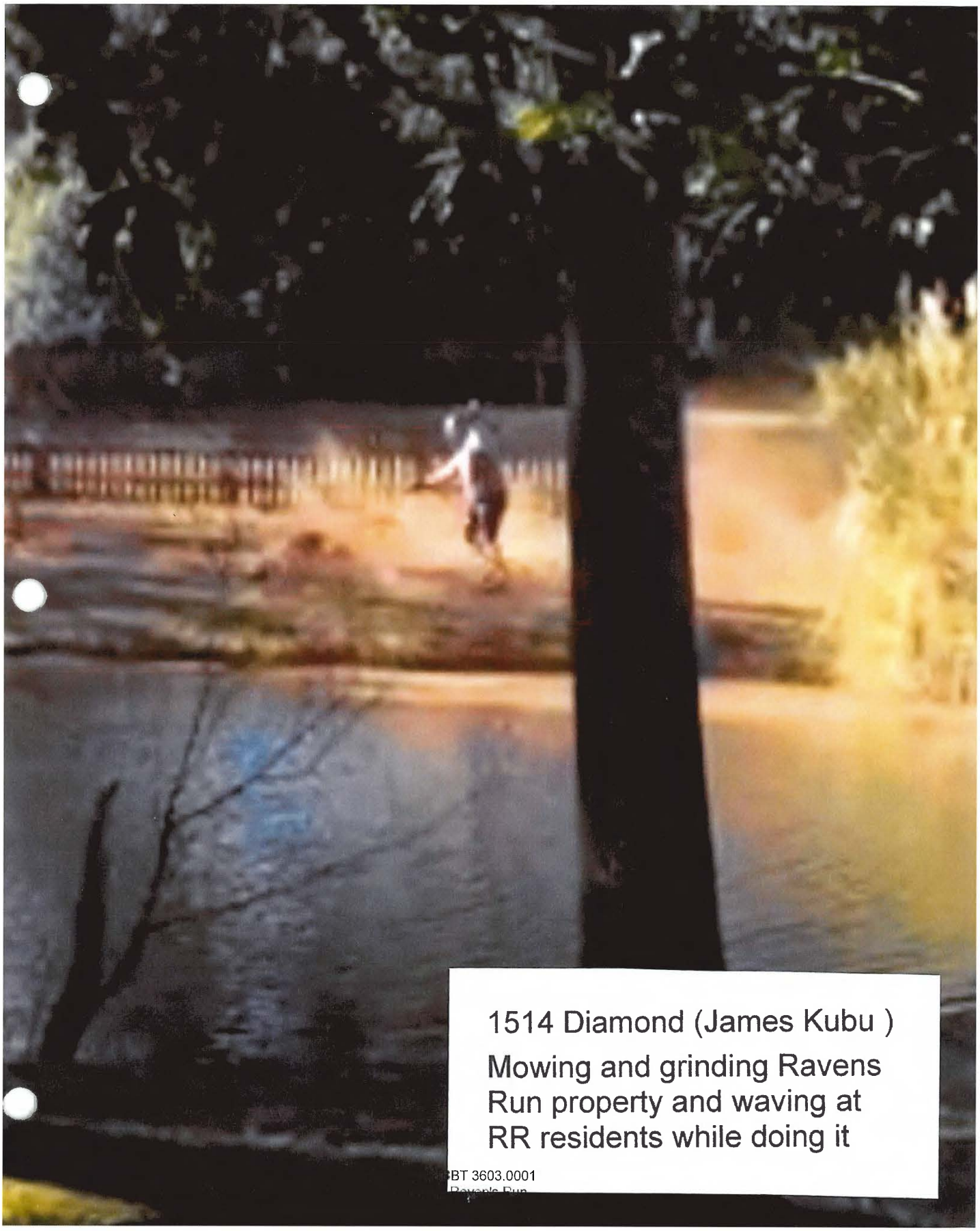
1490 Diamond (Kinlaw)

View from Ravens Run prior to the cutting. Reflection in water shows full foliage wall



1514 Diamond (Kubu) close up , dead stumps and roots , erosion effects


1510 Diamond (Johnson)
Current view with foliage removed


1514 Diamond (James Kubu)
Mowing and grinding Ravens Run property and waving at RR residents while doing it
BT 3603.0001



James Kubu canoeing behind Guerra residence in Ravens Run Waterway. 7/27/17

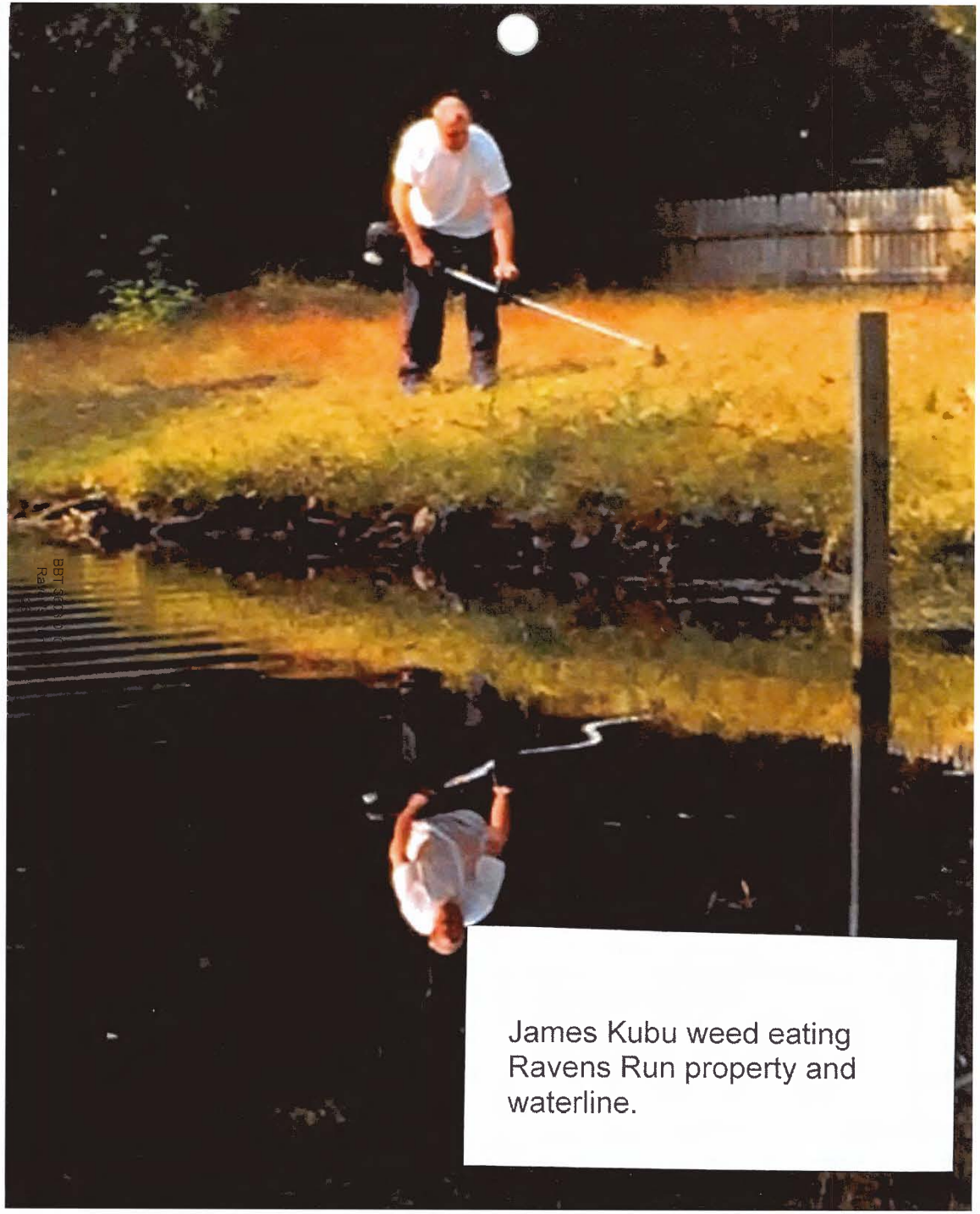
Post issuance of TRO


James Kubu fishing on Ravens Run property post issuance of TRO.
April,15,2017
BBT 3603.0001
Raven's Run
26

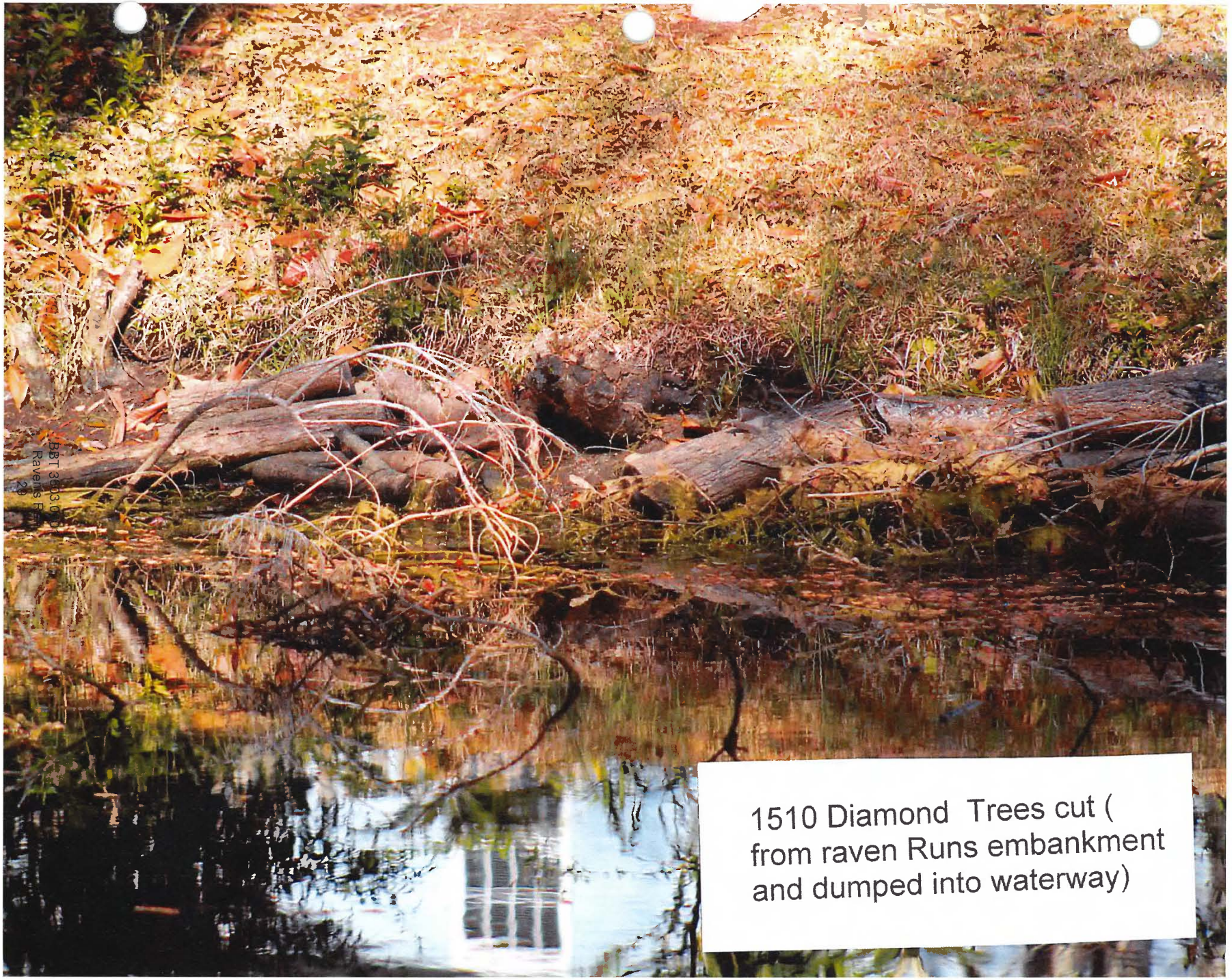


1514 Diamond (Kubu) view of waterline foliage before clearing (picture taken at time of sale)

BBT 3603.0001
Raven's Run
27

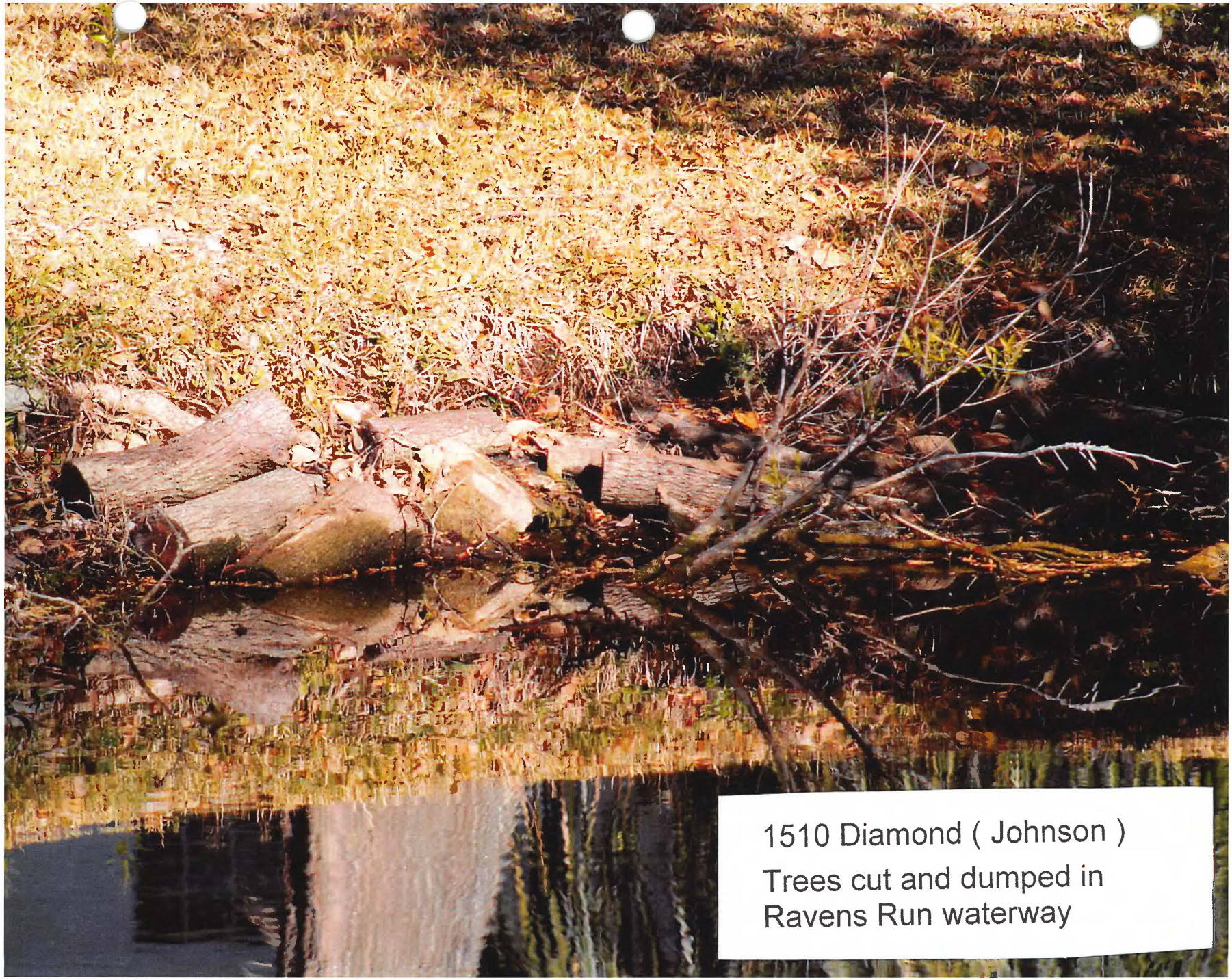


James Kubu weed eating Ravens Run property and waterline.


1510 Diamond Trees cut (from raven Runs embankment and dumped into waterway)



1510 Diamond (Johnson) dumping in Ravens Run waterway

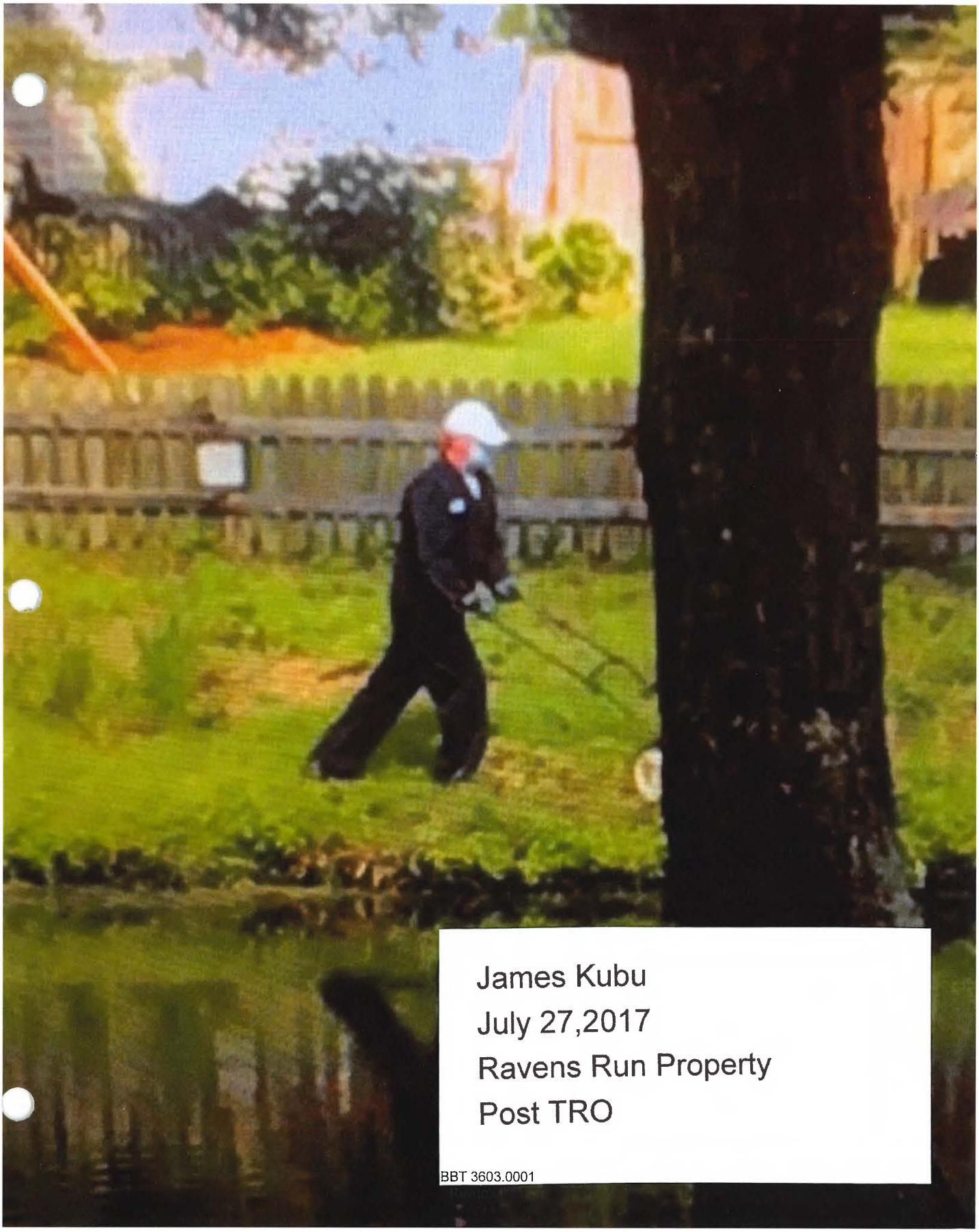

1510 Diamond (Johnson)
Trees cut and dumped in
Ravens Run waterway

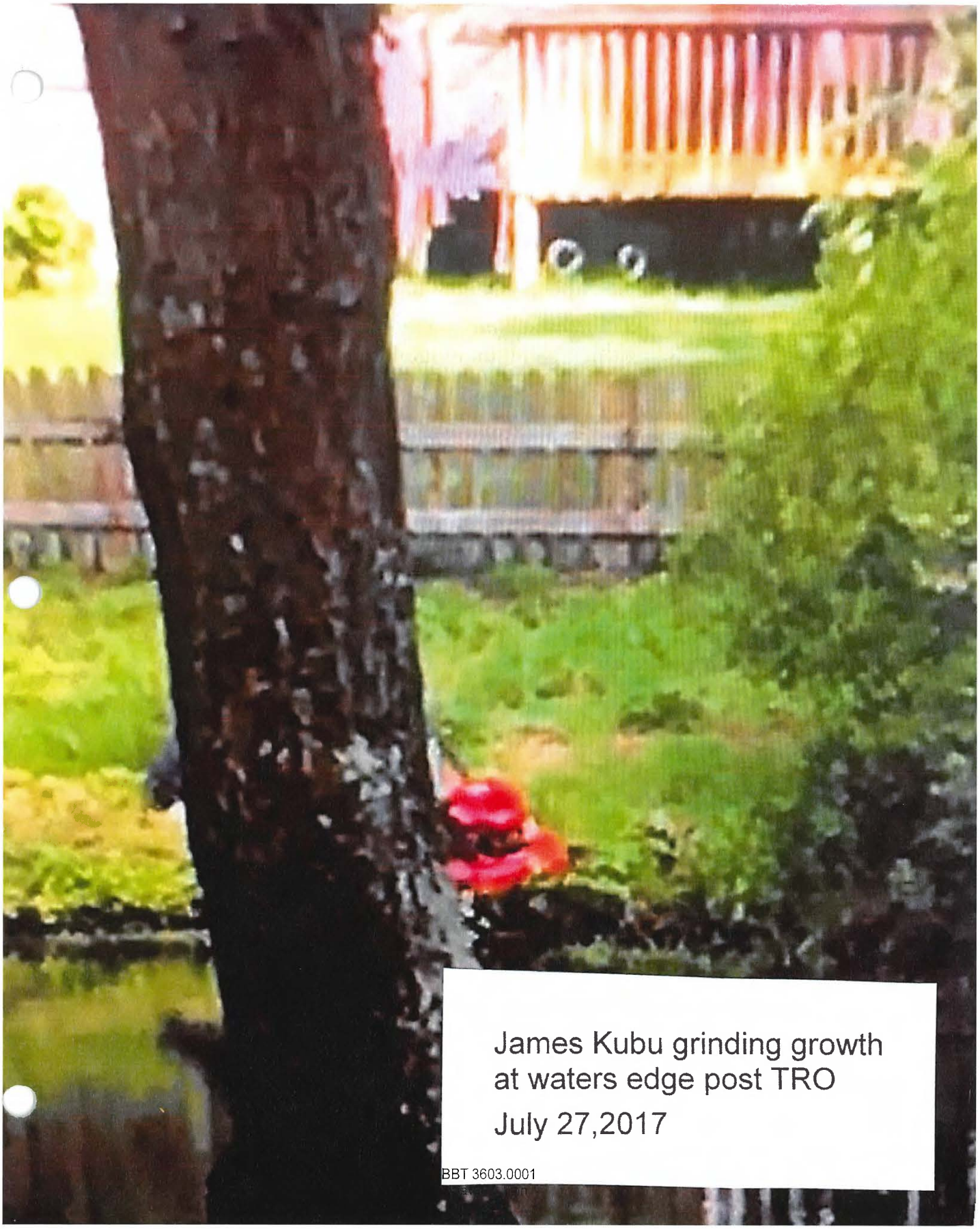

1510 Diamond (Johnson)
Cut stumps and trees dumped
in Ravens Run waterway.
Stump of RR tree cut down.

320



1514 Diamond (Kubu) close up of dead stumps and roots and erosion in progress

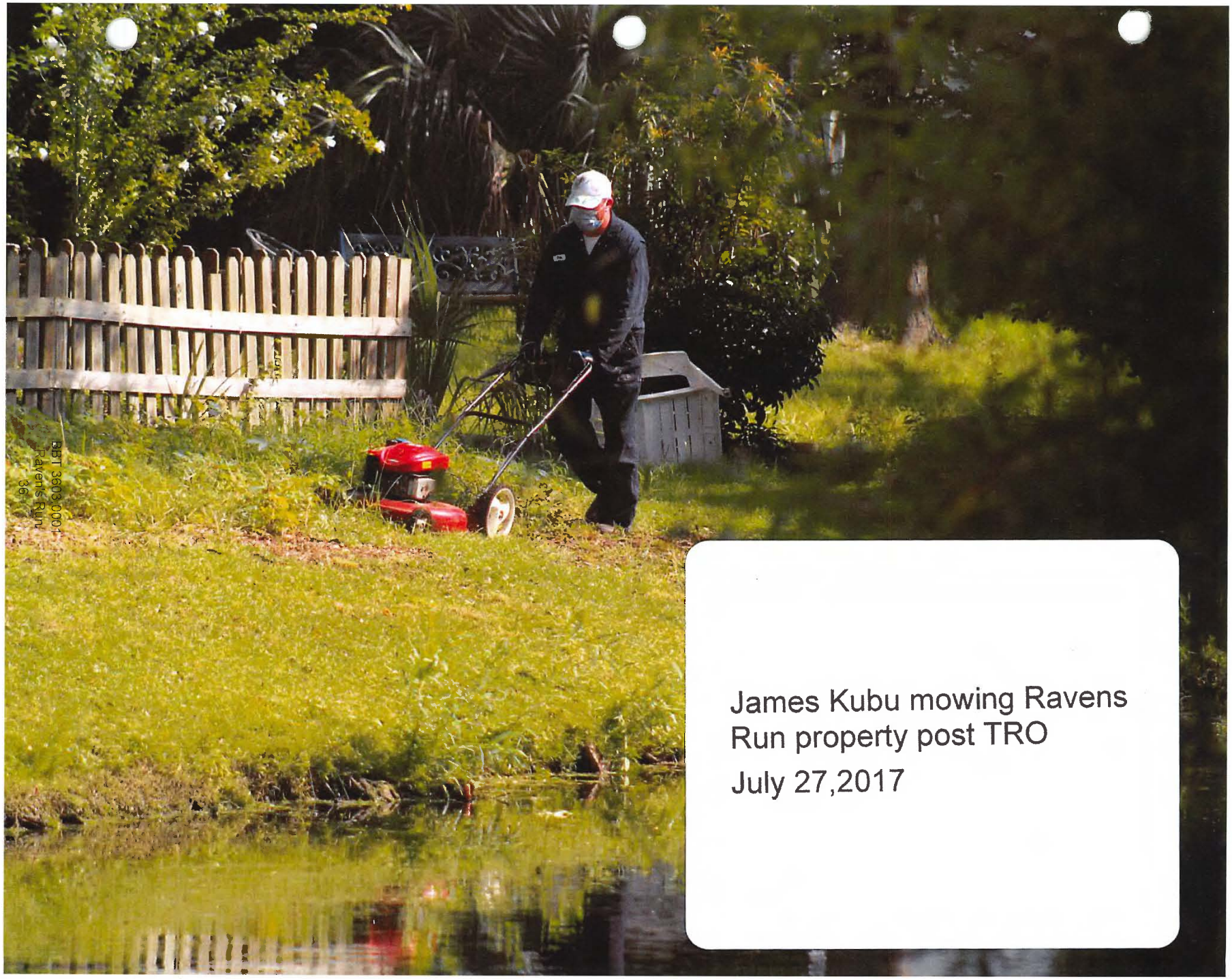

James Kubu
July 27,2017
Ravens Run Property
Post TRO
BBT 3603.0001



James Kubu grinding growth at waters edge post TRO

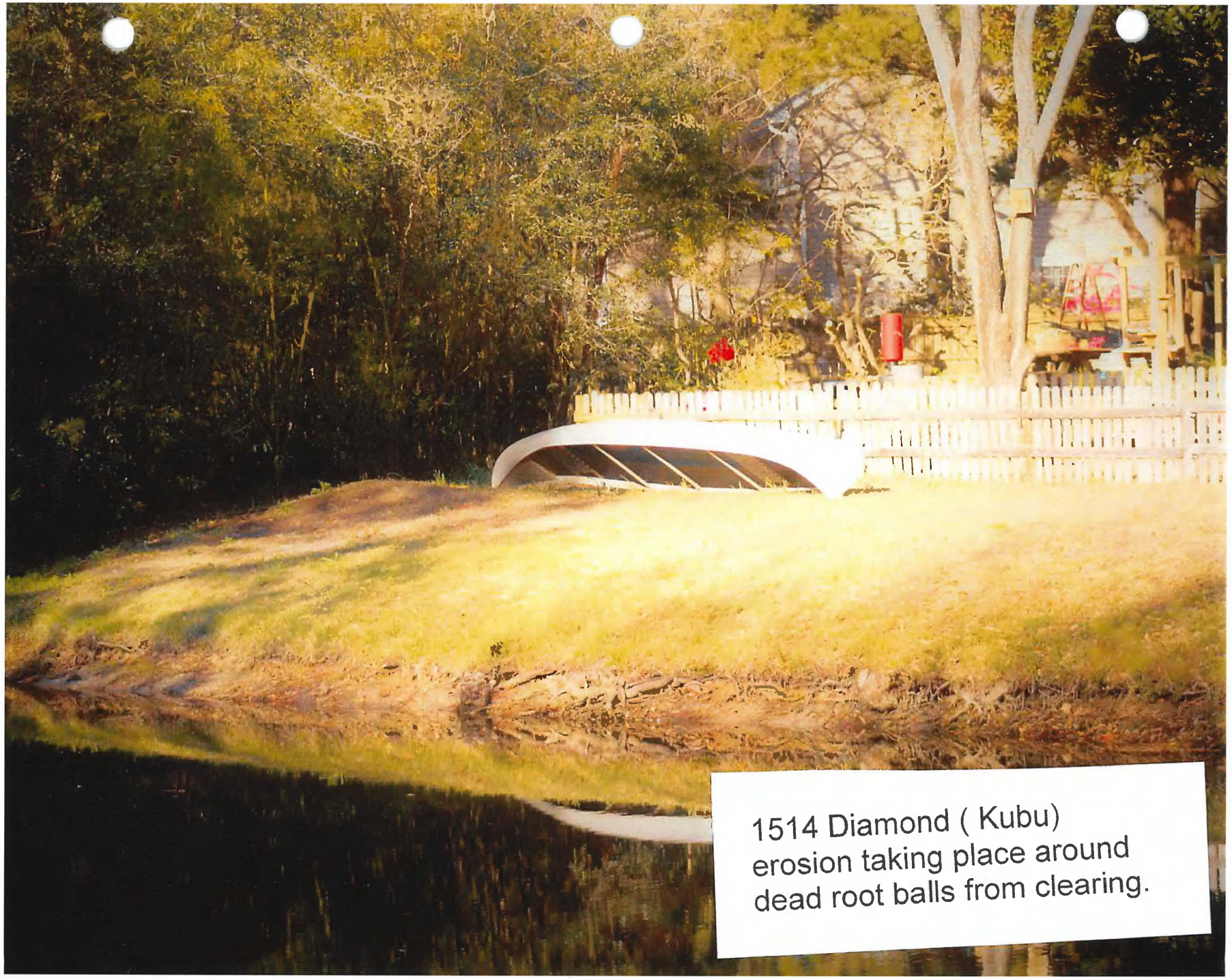
July 27,2017

BBT 3603.0001



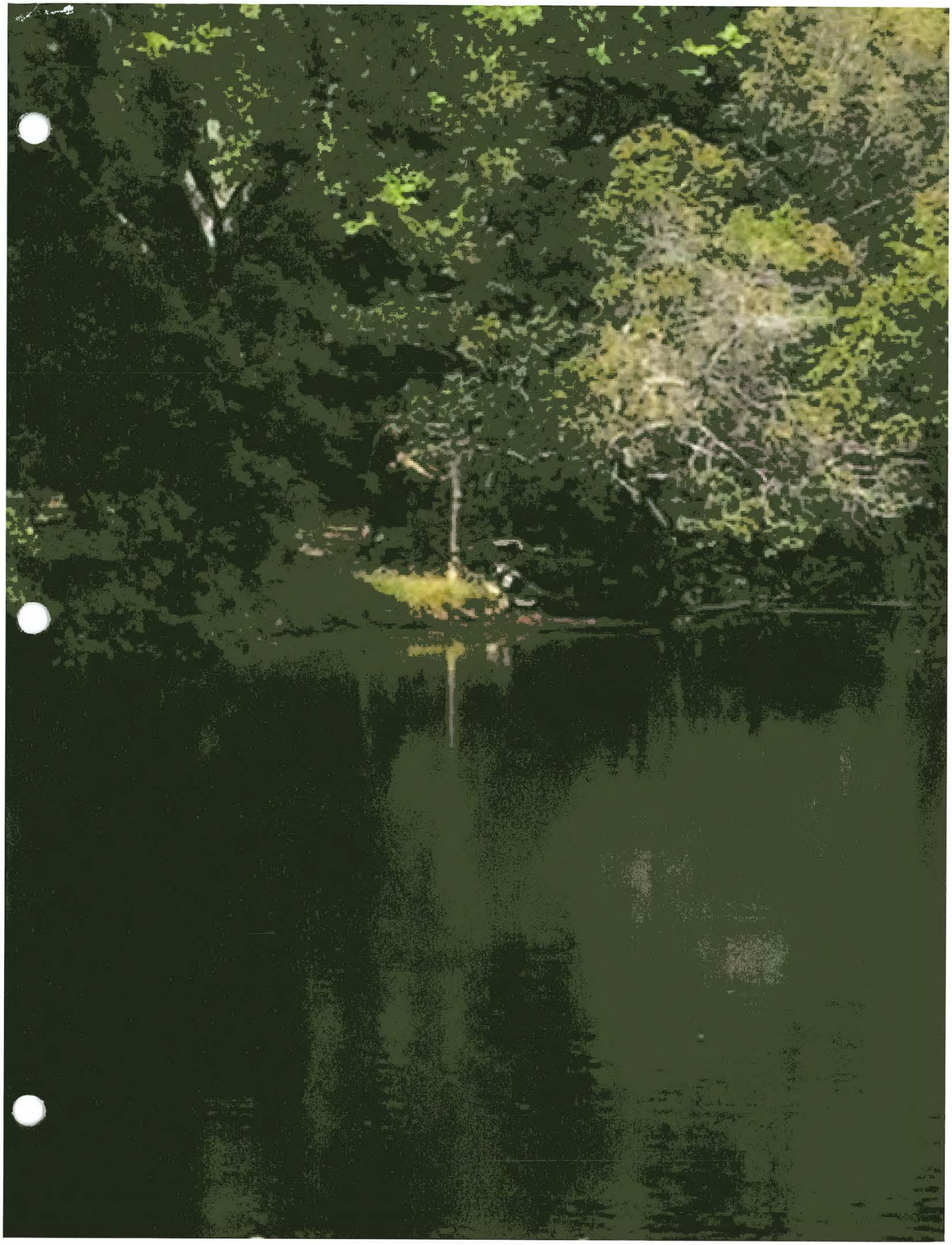
James Kubu mowing Ravens Run property post TRO

July 27,2017


1514 Diamond (Kubu)
erosion taking place around
dead root balls from clearing.







Forever Green
Beautifying the Lowcountry since 1989
234 Seven Farms Drive Suite 111-B
Charleston, SC, 29492
Phone: 843-884-5221
Fax: 843-884-9262

PROPERTY ENHANCEMENT PROPOSAL

Proposal Number: 1010-8805
Proposal Date: Mar 14, 2017
Page: 1

To:
RAVENS RUN HOA % JANICE SKENES PO BOX 190 MT. PLEASANT, SC 29465

UPON RECEIPT OF SIGNATURE ACCEPTANCE, WE THE CONTRACTOR , WILL PERFORM THE FOLLOWING:

Customer ID	PO Number	Sales Rep Name
RAVENS RUN		
Customer Contact	**Proposal Contact**	**Payment Terms**
BETH COLLEY	JANICE SKENES	Net 30 Days

Qty.	Description	Unit Price	Amount
	Upon signature acceptance, we, the Contractor, will perform the following: To Island:		
37.00	Deliver and install: (37) Crepe Myrtle 30 gallons	195.00	7,215.00
22.00	Deliver and install: (22) Nellie Stevens Ilex, 30 gallon	249.00	5,478.00
26.00	Deliver and install: (26) Wax Myrtle 30 gallon	249.00	6,474.00
55.00	Deliver and install: (55) Sweet grass, 3 gallon	41.25	2,268.75
33.00	Deliver and install: (33 yards) of mulch	65.00	2,145.00
1.00	No access to area, only by boat. Safety precautions to be taken as all material will need to be transported Project estimated to take 10 days. Including all labor, boat rental, compliance, supervision and safety protocols	15,692.00	15,692.00
8.00	Irrigation diagnostic to determine if island can be irrigated **All parts and labor and material will be proposed separately**	95.00	760.00
	Disclaimer: Contractor does not provide a warranty on the survival of sod, seed, and/ or plant material without an installed, properly functioning irrigation system prior to installation.		

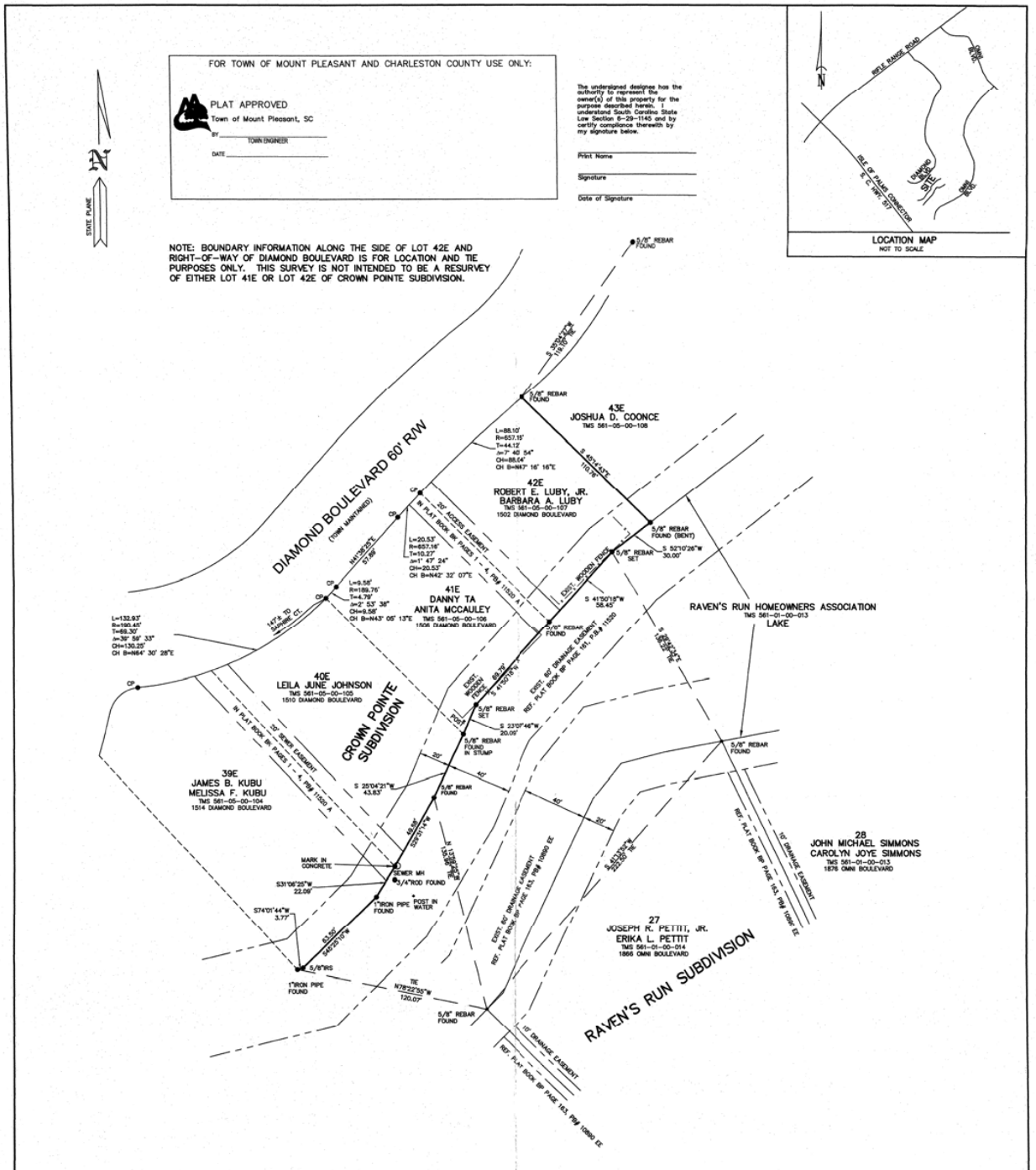
Proposal valid for thirty (30) days after above stated date without signature acceptance. Balance due upon completion.Allow up to (30) days for completion after acceptance, unless act of God causes unforseen delays.

Subtotal	40,032.75
Sales Tax	
Freight	0.00
TOTAL PROPOSAL AMOUNT	**40,032.75**

Board or Manager: _____

Date _____


CHARLESTON COUNTY
SOUTH CAROLINA
Legend
Taxmap Boundaries
Tax District Boundaries
Municipal Boundaries
Buildings 2001
Parcel Boundaries
Water Features
Water Features
Marsh
THIS MAP HAS BEEN PREPARED FROM
PLATS AND OTHER PUBLIC RECORDS
LINES DEPICTED DO NOT NECESSARILY
REPRESENT ACTUAL LAND SURVEYS.
IS NOT A LEGAL DOCUMENT
GRID IS BASED ON SOUTH CAROLINA
COORDINATE SYSTEM 1983 NORTH AM
Copyright 2002 - 2012, Charleston County
All rights reserved
N
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Feet
1"=50'
RP
Mapping / GI
EAST
CYPRESS COURT
DIAMOND BLVD
SAPPHIRE COURT
1466
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1507
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1514
1896
2050
2066



RAVEN'S RUN
TOWN OF MT. PLEASANT, S. C.
CHARLESTON COUNTY, S. C.

PLAT OF A RESURVEY OF A PORTION OF THE NORTHERN EDGE
OF A PRIVATE LAKE OWNED BY
RAVEN'S RUN HOMEOWNERS ASSOCIATION
(TMS 561-01-00-093)

SCALE: 1" = 30'

DECEMBER 1, 2016

30 15 0 30 60 90
SCALE IN FEET

REFERENCES:
1. PLAT BY EAST COAST ENGINEERING & LAND SURVEYING, INC. DATED JUNE 27, 1987, RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BP PAGE 161, P.B.# 11520
2. PLAT BY KEITH RUDDY DATED AUG. 28, 1986, RECORDED IN CHARLESTON COUNTY RMC OFFICE IN PLAT BOOK BP PAGE 163, P.B.# 10890 EE

NOTES:
1. AREA DETERMINED BY COORDINATES
2. BASED ON INTERPRETATION OF FEMA FLOOD INSURANCE RATE MAP NUMBER 45019C 0529 J DATED NOVEMBER 17, 2004, THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONE AE (ELEV. 13).
3. THE ABSENCE OF PRESENCE OF U. S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS HAS NOT BEEN DETERMINED BY THIS SURVEY.
4. THERE IS NO OBSERVABLE EVIDENCE OF THE LOCATION OF CEMETERIES OR BURIAL GROUNDS ON THIS PROPERTY. SUBSURFACE CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING SUBSURFACE GRAVE SITES THAT MAY AFFECT THE USE OR FURTHER DEVELOPMENT OF THIS PROPERTY.

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

LEWIS E. SEABROOK
CIVIL ENGINEER & LAND SURVEYOR
S. C. REG. NO. 09800
P. O. BOX 96
MOUNT PLEASANT, S. C. 29465
(843) 884-4496

SOUTH CAROLINA PROFESSIONAL ENGINEER 09800 LAND SURVEYOR LEWIS E. SEABROOK

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION E.M. Seabrook Jr., Inc. No. C00245

E.M. SEABROOK
Engineers | Surveyors
1037 Chuck Dawley Blvd.
Building F - Suite 200
Post Office Box 96
Mount Pleasant, SC 29465
Phone (843) 884-4496
www.emseabrook.com

11219-RAVENS RUN HOA PLAT

BKH 394PG 181 *Title Not Examined by Cisa & Dodds, LLP*

STATE OF SOUTH CAROLINA)
) **QUIT CLAIM DEED**
COUNTY OF CHARLESTON)

TO ALL WHOM THESE PRESENTS MAY COME:

NOW, KNOW ALL MEN BY THESE PRESENTS that the said **EAST CROSSING-CROWN POINTE ASSOCIATION, INC.,** in consideration of the premises and also in consideration of the sum of Five and 00/100 ($5.00) Dollars to it in hand paid at and before the sealing and delivery of these presents by **CROWN POINTE ASSOCIATION, INC.** (the receipt whereof is hereby acknowledged) have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim unto the said **CROWN POINTE ASSOCIATION, INC.,** its Successors and Assigns forever, the following described property, to-wit:

ALL that certain common area, including any "lake" and "green area", located in Crown Point Subdivision, Christ Church Parish, Charleston County, S.C., as shown on that certain plat entitled "Plat Showing Crown Pointe Subdivision, Lots 25E - 49-E and Lots 67-E - 79-E, Portion of a 52.98 Acre Tract, Owned by RAC Enterprises, Inc., Christ Church Parish, Charleston County, S.C.", dated August 3, 1986, and recorded in the RMC Office for Charleston County on August 21, 1986 in Book BK at Page 2. Such common area having such size, shape, dimensions, buttings and boundings as will by reference to such plat more fully appear. (Abstractor's Note: It the intention of this deed to convey all property set forth on the aforementioned plat, saving and excepting all platted lots and public rights of way depicted thereon).

It the intention of this deed to convey all property set forth on the aforementioned plat, saving and excepting all platted lots and public rights of way depicted thereon).

BEING a portion of the same property conveyed to the Grantor herein by deed of RAC Enterprises, by Robert A. Causey, as Liquidating Trustee, dated December18, 2001, and recorded in the RMC Office for Charleston County simultaneously herewith.

TMS # 561-05-00-145 (a portion)

Grantee's Address: 1490 Diamond Boulevard
Mount Pleasant, SC 29464

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 **CROWN POINTE ASSOCIATION, INC.**, its successors and assigns, forever - so that neither it, the said **EAST CROSSING-CROWN POINTE ASSOCIATION, INC.**, nor its assigns, nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, nor any part or parcel thereof, forever.

Witness its hand and seal this 18th day of December, in the year of our Lord Two Thousand One, and in the two hundred and twenty-seventh year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the presence of:

EAST CROSSING-CROWN POINTE
ASSOCIATION, INC.

By: Mary French (L.S.)
Mary L. French, President

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named EAST CROSSING-CROWN POINTE ASSOCIATION, INC., by Mary L. French, its President, sign, seal and as its act and deed, deliver the within written Deed; and that (s)he with the other witness witnessed the execution thereof.

SWORN to before me this 18th

day of December, 2001.

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires: 6/29/07

BKH 394PG184

STATE OF SOUTH CAROLINA)
) AFFIDAVIT
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 being transferred BY East Crossing-Crown Pointe Association, Inc.
TO Crown Pointe Association, Inc. ON December 18, 2001

3. Check one of the following: *The DEED is*

(a) ____ subject to the deed recordin g fee as a transfer fee 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) X EXEMPT from the deed recording fee because (exemption # 12)
(Explanation if required) _____

(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) ____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____.

(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 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 $_____.

6. The DEED Recording Fee is computed as follows:

(a) _____ the amount listed in item 4 above
(b) _____ the amount listed in item 5 above (no amount place zero)
(c) _____ 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:
Attorney for Grantor.

8. 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 that one year, or both.

_____

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

JOHN J. DODDS, III
Attorney for Grantor
(Print or Type Name Here)

SWORN to before me this
18th day of December, 2001.

_____
Notary Public For South Carolina
My Commission Expires: 1-4-2002

RECORDER'S PAGE
This page MUST remain with the original document.

BKH 394PG185

Recording Fee 10.00

State Fee EXEMPT

County Fee

Postage

TOTAL 10.00

C

, CISA & DODDS, LLP
622 JOHNNIE DODDS BLVD.
MT. PLEASANT, SC 29464

NCE
LW

FILED
H394-181
2002 JAN 17 PM 4:33
REGISTER
CHARLESTON COUNTY SC

RECEIVED FROM RMC
JAN 23 2002
PEGGY A. MOSELEY
CHARLESTON COUNTY AUDITOR

PID VERIFIED BY ASSESSOR

REP LMG

DATE 1/23/02

(843) 958-4800 2 Courthouse Square Charleston, SC 29401

BK 0 161 PG 258

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS RAC Enterprises, Inc.
hereinafter referred to as grantor(s) in consideration of One ($1.00) dollar
being the true and full consideration
the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do(es) grant, bargain, sell and release unto Spectra Development, Inc.
hereinafter referred to as grantee(s).
its successors and assigns forever, the following described real property:

ALL those lots, pieces or parcels of land, situate, lying and being in Charleston County, SC and known and designated as Lots 1E through 12E; and Lots 14E through 24E; Lots 50E through 66E Crown Pointe Subdivision as shown on a plat prepared by Keith K. Ruddy, RLS No. 9479 dated August 3, 1986, said plat being thereafter duly recorded in the RMC Office for Charleston County in Plat Book BK at page 1; said lots having such actual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

ALSO

ALL those lots, pieces or parcels of land, situate, lying and being in Charleston County, SC an dknown and designated as Lots 25E through 49E and Lots 67E through 79E Crown Pointe Subdivision as shown on a plat prepared by Keith K. Ruddy, RLS No. 9479 dated August 3, 1896, said plat being thereafter duly recorded in the RMC Office for Charleston County in Plat Book BK at page 2' said lots having such atual size, shape, dimensions, buttings and boundings as shown on said plat, reference to which is hereby made for a more complete description.

SUBJECT, nevertheless, to all restrictions, easements and mortgages of record.

THIS Being a portion of the property conveyed to the Grantor herein by deed of Yaupon Plantation Investors, a Limited Partnership dated February 18, 1983, said deed being duly recorded in the RMC Office for Charleston County in Book T130 at Page 205; also by that confirmatory deed of Yaupon Plantation Investors, A Limited Partnership dated November 30, 1983, said deed being recorded in the RMC Office for Charleston County in Book L140 at page 744; and that certain deed of Yaupon Plantation Investors, A Limited Partnership dated October 2, 1984, said deed being duly recorded in the RMC Office for Charleston County in Book L140 at page 746.

together with all and singular the rights, members, heriditaments and appurtenances to said premises belonging or in any wise incident or appertaining; To Have and to Hold all and singular the premises before mentioned unto the grantee(s), and the grantee's(s') heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and assigns, against grantor(s) and every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s') hand(s) and seal(s) this 14th day of January, 19 87

SIGNED, sealed and delivered in the presence of:

RAC ENTERPRISES, INC. (SEAL)

By: (SEAL)
Its: President

(SEAL)

PROBATE

STATE OF SOUTH CAROLINA }
COUNTY OF CHARLESTON }

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s), sign, seal and as the grantor's(s') act and deed deliver the within written deed and that Deponent, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 14th day of January, 19 87

(SEAL)

Notary Public for South Carolina
My Commission Expires: 2/15/90

Grantee's Address: P. O. Box 663
Mt. Pleasant, SC 29464

T.M.S. # see reverse side

Return To
Barter Kelly III
Baxter B. Kelly, III

BK 0 161 PG 259

400

TMS Nos.
Lots 1E-12E=561-05-00-066 through 561-05-00-077
Lots 14E-24E=561-05-00-079 through 561-05-00-089
Lots 50E-66E=561-05-00-115 through 561-05-00131

Lots 25E-49E=561-05-00-090 through 561-05-00-114
Lots 67E-79E=561-05-00-144 through 561-05-00-132

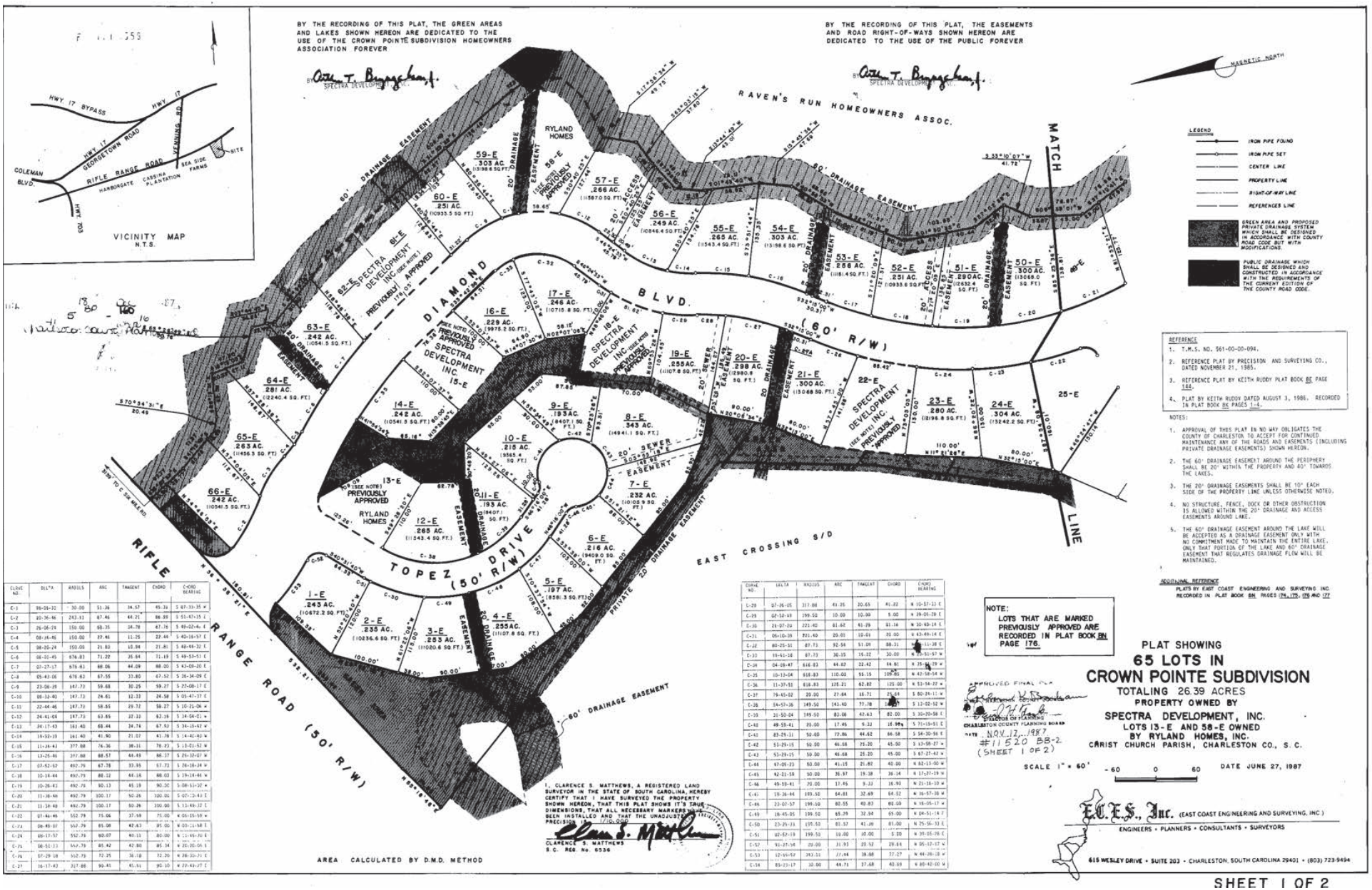
TMS VERIFIED
BAC
DTD 1-27-87
SALE DEED

D. INDEXED & RECORDED
0161-258
1987 JAN 27 PM 3:34
ROBERT N. PINCKNEY
REGISTER MESNE CONVEYANCE
CHARLESTON COUNTY, S.C.

Recorded this 26th day of Jan, 1987
On Property Record Card

Pauline S. Hogen
Auditor Charleston County

339



CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C-1	86-05-32	30.00	51.36	34.57	45.36	S 67-33-35 W
C-2	20-36-46	243.41	87.46	44.21	86.99	S 51-47-35 E
C-3	26-08-24	150.00	68.35	34.78	67.76	S 49-02-44 E
C-4	08-26-48	150.00	22.46	11.25	22.44	S 40-16-57 E
C-5	08-20-24	150.00	21.83	10.94	21.81	S 48-44-32 E
C-6	06-02-45	676.83	71.22	35.64	71.19	S 49-53-51 E
C-7	07-27-17	676.83	88.06	44.09	88.00	S 43-08-20 E
C-8	05-43-06	676.83	67.55	33.80	67.52	S 36-34-09 E
C-9	23-08-29	147.73	59.68	30.25	59.27	S 27-08-17 E
C-10	09-32-40	147.73	24.61	12.33	24.58	S 05-47-37 E
C-11	22-44-46	147.73	58.65	29.72	58.27	S 10-21-04 W
C-12	24-41-04	147.73	63.65	32.33	63.16	S 34-04-01 W
C-13	24-17-43	161.40	68.44	34.74	67.93	S 34-13-42 W
C-14	14-52-19	161.40	41.90	21.07	41.78	S 14-42-42 W
C-15	11-26-43	377.88	74.36	38.31	78.23	S 13-02-52 W
C-16	13-25-46	377.88	88.57	44.49	88.37	S 25-32-07 W
C-17	07-52-52	492.79	67.78	33.95	67.73	S 28-28-34 W
C-18	10-24-44	492.79	88.12	44.16	88.03	S 19-14-46 W
C-19	10-26-43	492.79	90.13	45.19	90.00	S 08-50-02 W
C-20	11-38-48	492.79	100.17	50.26	100.01	S 07-13-43 E
C-21	11-38-48	492.79	100.17	50.26	100.00	S 13-49-32 E
C-22	07-46-46	552.79	75.06	37.58	75.00	S 05-05-59 W
C-23	08-49-07	552.79	85.08	42.63	85.00	W 03-11-58 E
C-24	08-17-57	552.79	80.07	40.11	80.00	N 11-45-30 E
C-25	08-51-13	552.79	85.42	42.80	85.34	N 20-20-06 E
C-26	07-29-18	552.79	72.25	36.18	72.20	N 28-20-31 E
C-27	16-17-43	317.88	90.41	45.54	90.10	W 29-43-27 E

CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C-28	07-26-05	317.88	41.35	20.65	41.22	N 10-37-33 E
C-29	07-52-19	199.50	10.00	10.00	5.00	N 29-05-28 E
C-30	21-07-20	221.40	81.62	41.28	81.16	N 30-40-14 E
C-31	06-10-39	221.40	20.03	10.01	20.00	N 43-49-14 E
C-32	80-25-51	87.73	92.54	51.09	88.31	N 11-11-38 E
C-33	23-45-18	87.73	36.15	15.22	30.00	N 77-51-57 W
C-34	04-09-47	816.83	44.82	22.42	44.81	N 35-18-29 W
C-35	10-13-04	816.83	110.00	55.15	109.85	N 42-58-54 W
C-36	11-37-51	816.83	125.21	62.82	125.00	N 53-54-22 W
C-37	79-45-02	20.00	27.84	16.71	25.64	S 80-24-11 W
C-38	54-57-36	149.50	143.40	77.78	138.01	S 13-02-52 W
C-39	21-50-04	199.50	82.08	42.63	82.00	S 30-20-58 E
C-40	48-59-41	20.00	17.45	9.32	16.96	S 71-15-51 E
C-41	83-25-31	50.00	72.86	44.62	66.58	S 54-30-56 E
C-42	53-29-15	50.00	46.68	25.20	45.00	S 13-58-27 W
C-43	53-29-15	50.00	46.68	25.20	45.00	S 67-27-42 W
C-44	47-08-23	50.00	41.15	21.82	40.00	N 82-13-00 W
C-45	82-21-58	50.00	36.97	19.38	36.14	N 17-27-19 W
C-46	49-59-41	20.00	17.45	9.32	16.90	N 21-16-10 W
C-47	19-36-44	199.50	64.81	32.69	64.52	N 36-57-10 W
C-48	23-07-57	199.50	80.55	40.83	80.00	N 18-05-17 W
C-49	18-45-05	199.50	65.39	32.94	65.00	N 04-51-14 E
C-50	23-25-23	199.50	81.57	41.39	81.00	N 25-56-33 E
C-51	02-52-19	199.50	10.00	10.00	5.00	N 39-05-28 E
C-52	91-27-56	20.00	31.93	20.52	28.64	N 05-12-17 W
C-53	12-55-57	343.11	77.44	38.88	77.27	N 44-26-18 W
C-54	85-23-17	30.00	44.71	27.68	40.69	W 80-42-00 W

SHEET 1 OF 2

340

BK F 1718560

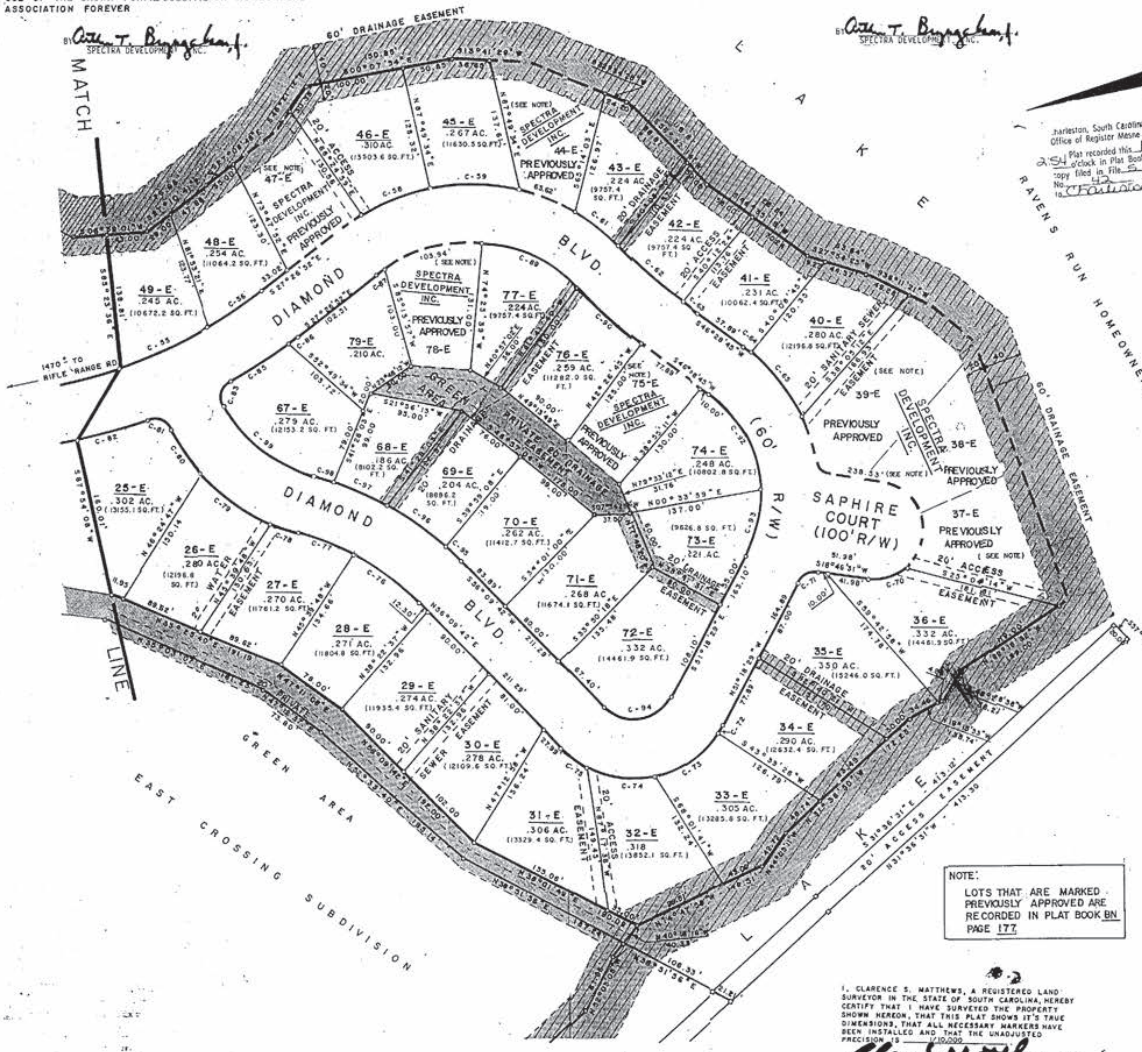
VICINITY MAP
N.T.S.

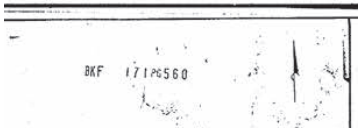
BY THE RECORDING OF THIS PLAT, THE GREEN AREAS AND LAKES SHOWN HEREON ARE DEDICATED TO THE USE OF THE CROWN POINTE SUBDIVISION HOMEOWNERS ASSOCIATION FOREVER

RAVEN'S RUN HOMEOWNERS ASSOC.

BY THE RECORDING OF THIS PLAT, THE EASEMENTS AND ROAD RIGHT-OF-WAYS SHOWN HEREON ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER

BY: Arthur T. Bryngelson, Jr.
SPECTRA DEVELOPMENT, INC.





VICINITY MAP
N.T.S.

CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
55	11-38-48	492.79	100.17	50.26	100.00	S 13-49-32 E
56	07-47-56	492.79	67.08	33.59	67.03	S 23-32-54 E
58	20-06-32	214.80	75.39	28.08	76.00	S 10-34-27 E
59	24-21-27	214.80	91.31	46.36	90.63	S 11-39-32 W
61	15-22-13	214.80	57.62	28.98	57.45	S 48-23-18 W
62	07-46-50	848.53	88.07	44.10	88.00	S 52-11-00 W
63	01-48-50	648.53	20.53	10.27	20.53	S 47-23-10 W
64	02-52-56	290.45	9.58	9.58	4.79	S 47-55-13 W
65	25-47-20	190.45	85.72	43.60	85.00	S 62-15-23 W
70	48-32-14	50.00	42.36	22.54	41.10	W 05-29-37 W
71	70-05-00	20.00	24.46	14.03	22.97	N 16-15-59 W
72	05-36-35	103.36	10.12	10.12	5.07	N 48-30-11 W
73	44-20-03	103.36	79.98	42.11	78.00	N 22-31-52 W
74	40-10-27	103.36	72.48	37.80	71.00	N 18-43-23 E
75	17-21-06	103.36	31.30	15.77	31.18	N 47-29-09 E
76	17-55-28	265.84	83.17	41.92	82.83	N 47-11-59 E
77	13-03-35	265.84	60.59	30.43	60.46	N 31-42-27 E
78	08-16-49	207.94	30.05	15.05	30.02	N 29-19-05 E
79	24-59-47	207.94	90.72	46.08	90.00	N 45-57-22 E
80	15-12-10	207.94	55.18	27.75	55.01	N 66-03-21 E

CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
81	82-38-48	20.00	28.85	17.58	26.41	N 32-20-02 E
82	07-46-46	552.79	75.08	37.59	75.00	N 05-05-59 W
83	89-08-10	20.00	31.12	19.71	28.07	N 63-35-47 W
85	07-11-03	552.79	69.31	34.70	69.27	S 22-36-43 E
86	01-14-38	552.79	12.00	12.00	6.00	N 26-49-33 W
87	03-42-05	154.80	10.00	10.00	5.00	A 25-35-50 W
89	43-20-49	154.80	111.71	58.41	109.30	S 35-24-00 W
90	07-10-05	708.53	88.64	44.38	88.59	S 52-29-22 W
92	51-05-09	130.45	116.31	62.34	112.50	S 72-01-20 W
93	31-07-36	130.45	70.87	36.33	70.00	N 66-52-17 W
94	107-28-12	43.36	81.34	55.11	69.93	S 02-25-37 W
95	03-52-09	325.84	22.00	11.01	22.00	N 54-13-28 E
96	12-51-48	325.84	73.15	36.73	73.00	N 45-51-40 E
97	10-33-55	325.84	60.09	30.13	60.00	N 34-00-48 E
98	03-41-11	325.84	20.96	10.49	20.95	N 27-01-15 E
99	46-38-58	147.94	120.45	63.79	117.15	S 48-30-09 W

Charleston, South Carolina
Office of Register Mesne Conveyance
I hereby certify that this Plat and tracing cloth were filed in my office on the 18 day of Dec 1987 at 3:54 o'clock in Plat Book BK Page 114 and tracing cloth Folder 156 Drawer — Copy filed in File — Original plat (plat and tracing) delivered to Charleston County Planning Board
Robert N. King
Register Mesne Conveyance

LEGEND
- IRON PIPE FOUND
- IRON PIPE SET
- CENTER LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- REFERENCES LINE
- GREEN AREA AND PROPOSED PRIVATE DRAINAGE SYSTEM WHICH SHALL BE DESIGNED IN ACCORDANCE WITH COUNTY ROAD CODE BUT WITH MODIFICATIONS.
- PUBLIC DRAINAGE WHICH SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF THE COUNTY ROAD CODE.
- CALCULATED POINT

REFERENCE
1. T.M.S. NO. 561-00-00-094.
2. REFERENCE PLAT BY PRECISION AND SURVEYING CO., DATED NOVEMBER 21, 1985.
3. REFERENCE PLAT BY KEITH RUDDY PLAT BOOK BE PAGE 145.
4. PLAT BY KEITH RUDDY DATED AUGUST 3, 1986. RECORDED IN PLAT BOOK BK PAGES 1-4.

NOTES:
1. APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT FOR CONTINUED MAINTENANCE ANY OF THE ROADS AND EASEMENTS (INCLUDING PRIVATE DRAINAGE EASEMENTS) SHOWN HEREON.
2. THE 60' DRAINAGE EASEMENT AROUND THE PERIPHERY SHALL BE 20' WITHIN THE PROPERTY AND 40' TOWARDS THE LAKES.
3. THE 20' DRAINAGE EASEMENTS SHALL BE 10' EACH SIDE OF THE PROPERTY LINE UNLESS OTHERWISE NOTED.
4. NO STRUCTURE, FENCE, DOCK OR OTHER OBSTRUCTION IS ALLOWED WITHIN THE 20' DRAINAGE AND ACCESS EASEMENTS AROUND LAKE.
5. THE 60' DRAINAGE EASEMENT AROUND THE LAKE WILL BE ACCEPTED AS A DRAINAGE EASEMENT ONLY WITH NO COMMITMENT MADE TO MAINTAIN THE ENTIRE LAKE. ONLY THAT PORTION OF THE LAKE AND 60' DRAINAGE EASEMENT THAT REGULATES DRAINAGE FLOW WILL BE MAINTAINED.

ADDITIONAL REFERENCE
PLATS BY EAST COAST ENGINEERING AND SURVEYING INC. RECORDED IN PLAT BOOK BN PAGES 174, 175, 176 AND 177.

PLAT SHOWING
65 LOTS IN CROWN POINTE SUBDIVISION
TOTALING 26.39 ACRES
PROPERTY OWNED BY
SPECTRA DEVELOPMENT, INC.
LOTS 13-E AND 58-E OWNED
BY RYLAND HOMES, INC.
CHRIST CHURCH PARISH, CHARLESTON CO., S. C.

NOTE:
LOTS THAT ARE MARKED - PREVIOUSLY APPROVED ARE RECORDED IN PLAT BOOK BN, PAGE 177

SCALE 1" = 60'
60 30 0 60
DATE JUNE 27, 1987

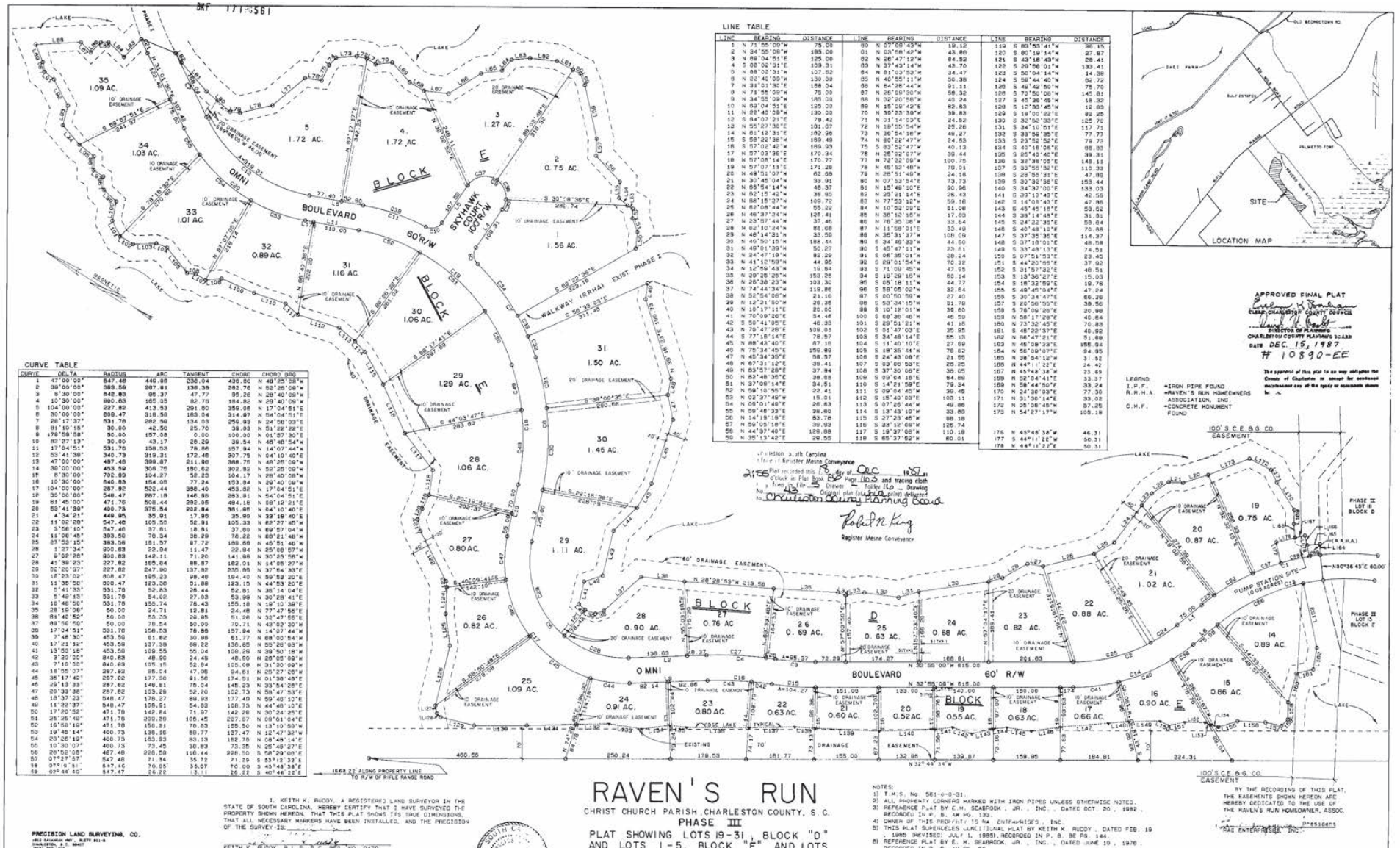
I, CLARENCE S. MATTHEWS, A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH CAROLINA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON, THAT THIS PLAT SHOWS IT'S TRUE DIMENSIONS, THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THAT THE UNADJUSTED PRECISION IS 1/10,000
CLARENCE S. MATTHEWS
S.C. REG. No. 6536

APPROVED FOR PLAT
CHARLESTON COUNTY COUNCIL
DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD
DATE NOV 17, 1987
#11520 BB-2
(SHEET 2 OF 2)

E.C.E.S., Inc. (EAST COAST ENGINEERING AND SURVEYING, INC.)
ENGINEERS • PLANNERS • CONSULTANTS • SURVEYORS
615 WESLEY DRIVE • SUITE 203 • CHARLESTON, SOUTH CAROLINA 29401 • (803) 723-9494

AREA DETERMINED BY D.M.D.

SHEET 2 OF 2



LINE TABLE

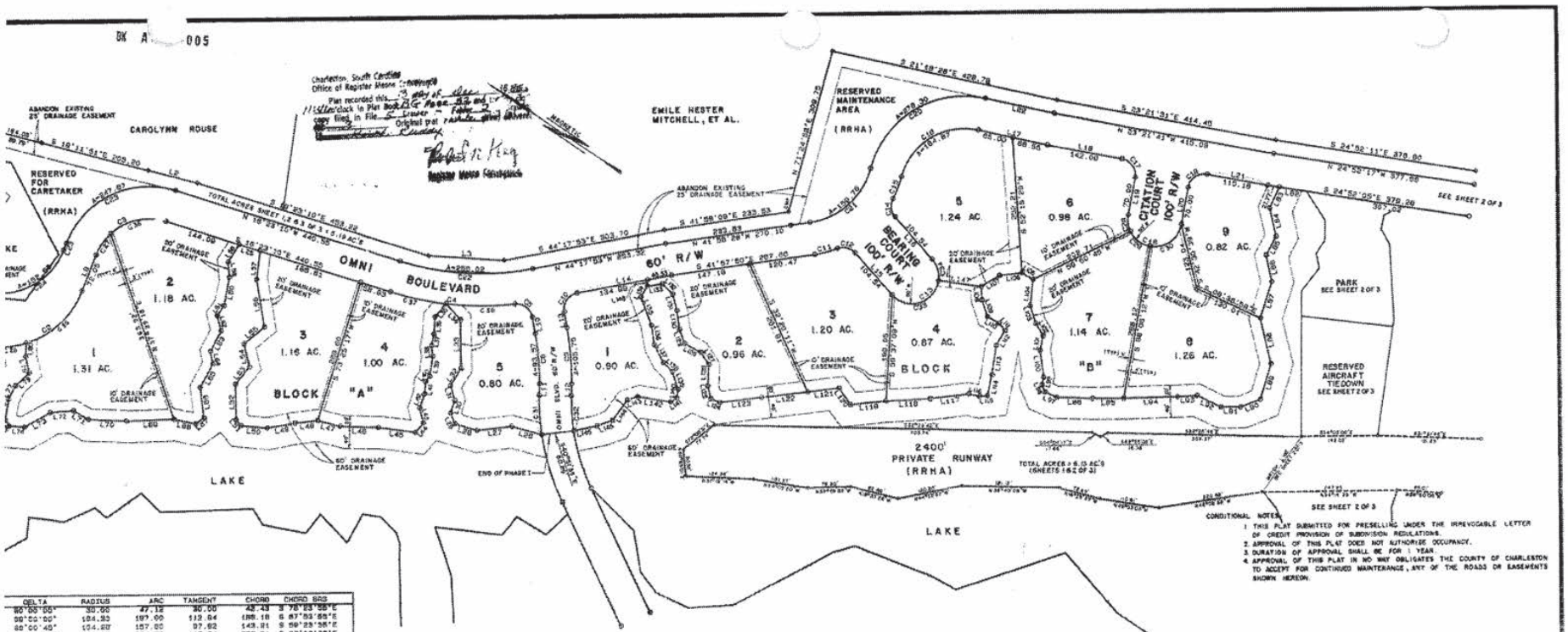
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	N 71°55'09"W	75.00	60	N 07°08'43"W	19.12	119	S 83°53'41"W	38.15
2	N 34°55'09"W	185.00	61	N 03°58'42"W	43.86	120	S 85°19'14"W	27.87
3	N 89°04'51"E	125.00	62	N 26°47'12"E	64.52	121	S 43°16'43"W	28.41
4	S 88°02'31"E	109.31	63	N 37°43'14"W	43.70	122	S 29°58'01"W	139.41
5	N 88°02'31"W	107.52	64	N 81°03'53"W	34.47	123	S 50°04'14"W	14.39
6	N 20°40'09"W	130.00	65	N 40°55'11"W	50.39	124	S 59°44'40"W	92.72
7	N 31°01'30"E	188.04	66	N 84°28'44"W	91.11	125	S 49°42'50"W	75.70
8	N 71°55'09"W	75.00	67	N 26°09'30"W	56.32	126	S 70°50'08"W	145.81
9	N 34°55'09"W	185.00	68	N 02°20'56"W	40.24	127	S 45°36'45"W	18.32
10	N 89°04'51"E	125.00	69	N 15°09'42"E	62.63	128	S 12°33'45"W	12.83
11	N 20°40'09"W	130.00	70	N 39°23'39"W	39.83	129	S 19°00'22"E	82.25
12	S 84°07'21"E	79.42	71	N 01°14'03"E	24.52	130	S 32°02'33"E	125.70
13	N 55°27'30"E	101.67	72	N 19°55'54"W	25.26	131	S 34°10'51"E	117.71
14	N 61°12'31"E	192.96	73	N 36°54'18"W	49.27	132	S 33°56'35"E	77.77
15	S 56°22'38"W	169.49	74	N 60°22'47"W	24.63	133	S 23°52'52"E	79.73
16	S 57°02'42"W	189.93	75	S 83°52'47"W	40.13	134	S 40°18'06"E	66.83
17	N 57°03'36"E	170.34	76	N 25°02'07"W	39.44	135	S 25°40'40"E	39.31
18	N 57°08'14"E	170.77	77	N 72°22'09"W	100.75	136	S 39°36'05"E	148.11
19	N 57°07'11"E	171.26	78	N 45°52'48"W	79.01	137	S 33°56'32"E	110.33
20	N 49°51'07"W	62.69	79	N 26°51'49"W	24.16	138	S 26°55'31"E	47.89
21	N 30°45'04"W	53.91	80	N 07°52'54"E	73.73	139	S 30°32'36"E	153.44
22	N 89°54'14"W	48.37	81	N 15°49'10"E	90.96	140	S 34°37'00"E	133.03
23	N 82°15'42"W	36.85	82	N 25°21'14"E	26.43	141	S 39°10'43"E	42.58
24	N 86°15'23"W	109.72	83	N 77°53'12"W	59.16	142	S 14°08'40"E	47.86
25	N 82°08'44"W	55.22	84	N 10°52'09"E	51.06	143	S 45°45'18"E	53.62
26	N 46°37'24"W	125.41	85	N 36°12'18"W	17.83	144	S 38°14'48"E	31.91
27	N 23°57'44"W	37.46	86	N 76°35'08"W	33.54	145	S 24°22'35"E	58.64
28	N 62°10'24"W	88.68	87	N 11°58'01"E	33.49	146	S 40°48'10"E	70.88
29	N 48°14'31"W	33.59	88	N 35°31'37"W	108.09	147	S 37°35'36"E	114.37
30	N 40°50'15"W	188.44	89	S 34°46'33"W	44.80	148	S 37°18'01"E	48.58
31	N 49°01'39"W	50.27	90	S 45°47'11"W	23.61	149	S 33°48'13"E	74.51
32	N 24°47'19"W	82.29	91	S 06°35'15"W	28.24	150	S 07°51'53"E	23.45
33	N 41°12'59"W	44.98	92	S 29°01'54"W	70.32	151	S 44°20'55"E	37.92
34	N 12°59'43"W	19.54	93	S 71°09'45"W	47.95	152	S 31°57'32"E	48.51
35	N 29°28'34"W	120.41	94	S 19°29'15"W	80.14	153	S 13°36'27"E	15.03
36	N 26°38'23"W	103.30	95	S 05°18'11"W	44.77	154	S 32°52'59"E	19.76
37	N 74°44'34"W	119.86	96	S 58°05'02"W	32.64	155	S 49°45'04"E	47.24
38	N 50°50'08"W	21.16	97	S 00°50'08"E	27.40	156	S 30°34'47"E	66.26
39	N 12°21'50"W	26.35	98	S 58°34'15"W	31.79	157	S 20°56'55"E	39.56
40	N 10°17'11"E	20.00	99	S 10°12'01"W	39.60	158	S 78°09'26"E	20.98
41	N 70°05'26"E	54.48	100	S 68°36'46"W	46.59	159	N 58°17'29"E	40.64
42	S 50°41'05"E	46.33	101	S 29°51'21"W	41.18	160	N 73°32'45"E	70.83
43	N 70°47'26"E	109.01	102	S 01°47'03"E	35.95	161	S 48°22'37"E	40.92
44	S 77°51'14"E	78.57	103	S 06°48'46"W	25.13	162	N 86°11'15"E	51.68
45	N 88°43'40"E	67.16	104	S 11°40'10"E	27.69	163	N 45°08'23"E	155.94
46	N 75°34'45"E	159.69	105	S 18°35'41"W	76.62	164	N 56°09'07"E	24.95
47	N 45°34'35"E	58.57	106	S 24°43'09"E	21.55	165	N 39°54'12"E	31.52
48	N 67°31'12"E	39.41	107	S 03°06'53"E	26.25	166	N 44°11'22"E	24.42
49	N 83°53'28"E	37.94	108	S 37°30'09"E	39.05	167	N 45°48'38"W	23.69
50	N 68°09'46"E	38.68	109	S 59°04'15"E	94.69	168	N 44°11'22"E	50.37
51	N 37°08'14"E	34.51	110	S 14°21'59"E	79.34	169	N 59°44'50"E	33.24
52	N 59°10'55"E	22.41	111	S 09°04'45"W	36.45	170	N 24°30'03"E	77.30
53	N 02°27'48"W	15.01	112	S 15°40'03"E	103.11	171	N 31°30'14"E	33.02
54	N 09°01'48"E	26.83	113	S 07°26'44"W	48.86	172	N 05°09'45"W	57.25
55	N 59°48'33"E	38.60	114	S 13°43'19"W	33.88	173	N 54°27'17"W	109.19
56	N 14°19'19"E	83.78	115	S 27°25'46"W	98.19			
57	N 59°05'18"E	38.93	116	S 33°12'06"W	126.74			
58	N 44°37'40"E	126.88	117	S 19°37'08"W	110.19	176	N 45°48'38"W	46.31
59	N 35°13'42"E	28.55	118	S 65°37'52"W	60.01	177	S 44°11'22"W	50.37
						178	N 44°11'22"E	50.31

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	47°00'00"	547.46	449.08	238.04	436.60	N 48°25'09"W
2	89°00'00"	383.56	297.91	186.38	282.78	N 52°25'09"W
3	5°30'00"	842.83	95.37	47.77	95.26	N 28°40'09"W
4	10°30'00"	900.63	165.05	82.75	164.82	N 29°40'09"W
5	104°00'00"	227.82	413.53	291.80	356.06	N 17°04'51"E
6	30°00'00"	608.47	318.58	163.04	314.97	N 54°04'51"E
7	28°17'37"	531.76	262.59	134.03	259.99	N 24°56'03"E
8	81°10'15"	30.00	42.50	25.70	39.03	N 51°22'29"E
9	179°59'59"	50.00	157.08	0.00	100.00	N 01°57'30"E
10	80°27'13"	30.00	43.17	26.29	39.54	N 46°46'54"W
11	17°04'51"	531.76	158.53	79.86	157.94	N 14°07'44"W
12	53°41'38"	340.73	319.31	172.46	307.75	N 04°10'40"E
13	47°00'00"	487.46	399.87	211.98	388.75	N 48°25'09"W
14	36°00'00"	453.54	306.75	160.62	302.52	N 52°25'09"W
15	8°30'00"	702.83	104.27	52.23	104.17	N 28°40'09"W
16	10°30'00"	540.83	154.05	77.24	153.84	N 29°40'09"W
17	104°00'00"	287.82	522.44	358.40	453.62	N 17°04'51"E
18	30°00'00"	548.47	287.18	146.98	283.91	N 54°04'51"E
19	81°45'00"	471.76	508.44	292.06	484.16	N 08°12'21"E
20	59°41'39"	400.73	375.54	202.84	361.95	N 04°10'40"E
21	4°34'21"	449.95	35.91	17.96	35.90	N 33°18'40"E
22	11°02'28"	547.46	105.50	52.91	105.33	N 62°27'45"W
23	3°56'15"	547.46	37.61	18.81	37.60	N 69°57'04"W
24	11°06'45"	393.56	76.34	38.29	76.22	N 68°21'46"W
25	27°53'15"	393.56	191.57	97.72	189.66	N 45°51'46"W
26	1°27'34"	900.63	22.94	11.47	22.94	N 25°06'57"W
27	9°08'28"	900.63	142.11	71.20	141.98	N 30°25'58"W
28	41°39'23"	227.82	165.64	86.52	162.01	N 14°05'29"W
29	82°20'37"	227.82	247.90	137.82	235.85	N 37°54'33"E
30	18°23'02"	808.47	195.23	98.46	194.40	N 59°53'20"E
31	11°38'58"	808.47	135.56	52.91	135.33	N 69°27'45"W
32	5°41'33"	531.76	52.83	26.44	52.81	N 35°14'04"E
33	5°49'13"	531.76	54.02	27.03	53.99	N 30°28'41"E
34	16°48'50"	531.76	155.74	78.43	155.19	N 43°33'29"E
35	28°19'08"	50.00	24.71	12.61	24.46	N 77°47'55"E
36	81°40'52"	50.00	53.23	29.85	51.26	N 33°47'55"E
37	89°56'59"	50.00	78.54	50.00	70.71	N 45°52'30"W
38	17°04'51"	531.76	158.53	79.86	157.94	N 14°07'44"W
39	7°48'30"	453.56	61.82	30.96	61.77	N 68°00'54"W
40	17°21'12"	453.56	137.39	69.22	136.85	N 85°26'03"W
41	13°50'18"	453.56	109.55	55.04	109.28	N 39°50'18"W
42	3°20'00"	840.63	48.90	24.45	48.89	N 26°05'09"W
43	7°10'00"	840.63	105.15	52.64	105.08	N 31°20'09"W
44	18°55'07"	297.82	85.04	47.95	94.61	N 25°27'26"W
45	35°17'43"	297.82	177.30	91.56	174.51	N 01°38'49"E
46	28°13'33"	297.82	146.81	75.04	145.28	N 33°15'06"E
47	20°33'38"	297.82	103.26	52.20	102.73	N 58°47'53"E
48	18°37'23"	548.47	178.27	89.93	177.49	N 59°46'10"E
49	11°39'37"	548.47	108.91	54.83	108.73	N 44°48'10"E
50	17°20'52"	471.76	142.84	71.97	142.28	N 30°24'25"E
51	25°25'49"	471.76	209.39	106.45	207.67	N 09°01'04"E
52	15°58'19"	471.76	150.21	75.83	155.50	N 13°10'59"W
53	19°45'14"	400.73	138.16	69.77	137.47	N 12°47'32"W
54	23°26'19"	400.73	163.93	83.13	162.76	N 08°48'14"E
55	10°30'07"	400.73	73.45	36.83	73.35	N 25°49'27"E
56	26°52'08"	487.46	228.59	116.44	226.50	S 58°29'06"E
57	07°57'57"	547.46	76.34	38.19	76.29	S 53°12'32"E
58	07°19'51"	547.46	70.05	35.07	70.00	S 45°48'58"E
59	09°44'40"	547.47	26.22	13.11	26.22	S 40°46'22"E

State of South Carolina
Office of Register Mesne Conveyance
Filed for record this 15 day of Dec 1987
at 2:55 o'clock P.M. in Plat Book BP Page 116 S and tracing cloth
Book 115 Drawer — Folder 116 Drawing
No. 43 (Original plat [attached] [not attached] delivered
to Charleston County Planning Board
Robert N King
Register Mesne Conveyance

BK A 005



DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
90°00'00"	30.00	47.12	30.00	42.43	S 78°23'58"E
90°00'00"	104.83	197.00	112.64	188.18	S 87°53'58"E
60°00'45"	104.83	157.00	87.82	149.91	S 59°23'58"E
93°28'39"	573.23	934.55	618.94	832.91	S 28°08'28"E
89°31'53"	30.00	44.78	27.75	40.74	S 02°58'10"W
11°37'45"	481.00	93.57	46.95	93.41	S 51°30'59"W
89°18'22"	447.83	208.61	104.85	203.61	S 44°10'41"W
89°18'22"	367.83	178.00	90.65	176.00	N 44°10'41"E
11°37'45"	521.00	105.75	53.05	105.58	N 51°30'59"E
90°00'00"	30.00	47.12	30.00	42.43	S 66°17'53"E
12°49'38"	197.41	43.79	21.98	43.70	S 48°19'20"E
89°24'11"	30.00	38.34	20.77	34.18	S 19°58'40"E
179°59'58"	80.00	157.08	0.00	160.00	S 76°16'38"E
89°24'11"	30.00	38.34	20.77	34.18	N 48°25'31"E
12°49'38"	197.41	43.79	21.98	43.71	N 77°48'18"E
87°18'34"	123.82	184.87	115.75	167.59	S 84°05'45"E
90°00'00"	30.00	47.12	30.00	42.43	S 21°31'36"E
180°00'00"	50.00	157.08	0.00	100.00	S 23°21'31"E
90°00'01"	30.00	47.12	30.00	42.43	S 66°21'31"E
87°18'34"	181.32	276.30	173.00	250.33	N 84°55'48"W
88°36'53"	137.41	158.78	90.29	150.01	N 75°15'38"W
27°54'44"	919.59	268.02	137.54	267.58	N 30°20'31"W
88°00'45"	164.88	247.87	153.88	225.08	N 58°23'54"W
89°00'00"	126.07	152.86	87.05	143.50	N 87°53'36"W
89°58'59"	30.00	47.12	30.00	42.43	N 13°38'05"E
17°42'12"	184.33	50.78	25.59	50.57	S 42°15'03"E
20°33'14"	104.88	48.05	24.27	48.28	S 69°07'15"E
39°29'15"	50.00	31.84	16.48	31.31	S 48°23'51"E
84°03'02"	50.00	47.17	28.50	45.44	S 03°07'43"W
95°27'43"	50.00	78.07	48.55	70.38	S 86°37'59"E
9°31'34"	447.83	74.46	37.31	74.37	S 52°34'05"W
8°40'36"	387.83	65.51	32.83	65.43	N 52°29'33"E
180°23'57"	50.00	113.79	108.91	80.78	S 30°28'35"E
46°58'01"	50.00	43.28	23.10	41.95	N 38°31'28"E
51°17'48"	184.33	143.12	76.80	148.26	S 76°45'01"E
38°23'31"	104.88	105.94	58.95	104.18	S 46°08'56"E
10°35'26"	573.23	106.13	53.26	105.98	S 21°41'24"E
12°50'08"	578.83	129.42	64.98	129.15	S 33°24'46"E

LINE	BEARING	DISTANCE
1	S 19°28'56"E	184.08
2	S 18°11'51"E	84.39
3	S 30°09'11"E	141.78
4	S 19°11'51"E	66.67
5	N 68°48'38"E	25.17
6	N 45°01'51"E	25.13
7	N 73°38'50"E	23.47
8	S 38°28'56"E	72.98
9	N 77°38'06"E	72.05
10	S 45°42'07"W	21.93
11	S 57°19'53"W	21.80
12	N 57°19'53"E	21.80
13	N 45°42'07"E	80.05
14	S 44°17'53"E	180.32
15	S 14°43'25"W	104.54
16	N 14°43'25"E	104.54
17	S 21°16'28"E	131.55
18	S 23°21'02"E	142.08
19	S 68°38'29"W	70.00
20	N 68°38'29"E	70.00
21	S 23°21'31"E	115.18
22	N 21°18'08"W	131.55
23	S 77°38'05"W	13.85
24	N 33°29'55"W	72.68
25	S 18°23'10"E	40.92
26	N 17°54'18"W	58.55
27	N 40°22'58"W	85.38
28	N 18°42'12"W	43.30
29	N 34°20'22"E	21.50
30	N 74°28'00"E	84.62
31	N 41°00'12"E	38.41
32	N 68°40'40"E	38.87
33	N 65°38'08"E	81.90
34	N 14°23'20"E	40.10
35	N 89°38'24"W	38.45
36	S 82°08'30"W	31.45
37	S 67°08'58"W	22.48

LINE	BEARING	DISTANCE
38	S 50°30'29"W	20.41
39	S 84°39'47"W	37.86
40	N 65°16'39"W	12.54
41	S 64°18'58"W	22.97
42	S 75°05'30"W	27.29
43	S 42°42'02"W	20.05
44	N 62°48'24"W	23.16
45	N 28°14'29"W	68.21
46	N 32°03'35"W	71.54
47	N 19°44'39"W	42.95
48	N 40°14'09"W	43.44
49	N 43°47'38"W	53.75
50	N 37°09'39"W	49.42
51	N 17°07'40"E	14.25
52	N 55°21'17"E	68.39
53	S 84°04'09"E	41.28
54	N 42°58'47"E	44.48
55	S 73°12'30"E	48.38
56	N 46°55'00"E	89.71
57	N 63°17'59"E	53.54
58	S 66°21'48"W	38.93
59	S 51°13'44"W	88.50
60	S 67°15'20"W	53.97
61	N 88°27'44"W	22.35
62	S 42°27'12"W	39.58
63	S 83°34'38"W	42.94
64	S 44°57'30"W	28.84
65	S 84°45'07"W	50.04
66	S 48°59'02"W	58.52
67	N 89°26'18"W	18.53
68	N 21°44'48"W	40.17
69	N 35°50'01"W	88.48
70	N 24°17'38"W	71.26
71	N 03°28'58"W	52.16
72	N 37°59'12"W	43.42
73	N 83°26'24"W	55.30
74	N 26°17'19"W	28.83
75	N 21°33'19"E	13.72

LINE	BEARING	DISTANCE
76	N 65°30'04"E	38.83
77	N 83°39'13"E	27.85
78	S 76°36'05"E	35.43
79	N 43°45'07"E	30.87
80	N 58°00'08"E	25.77
81	S 18°23'10"E	40.92
82	N 24°52'05"W	50.47
83	S 61°11'45"W	48.37
84	S 43°34'10"W	53.89
85	S 83°53'52"W	39.42
86	S 44°28'04"W	90.89
87	S 73°47'48"W	71.19
88	S 43°05'06"W	57.88
89	S 73°05'28"W	69.40
90	N 84°56'04"W	39.83
91	N 33°20'02"W	38.38
92	N 07°32'13"W	49.36
93	N 37°06'13"W	37.21
94	N 36°27'37"W	98.16
95	N 33°57'05"W	58.59
96	N 66°21'48"E	98.31
97	N 08°31'03"W	24.98
98	N 32°27'42"E	15.13
99	N 72°12'16"E	13.82
100	N 48°15'26"E	51.22
101	N 88°14'05"E	27.98
102	N 26°18'05"E	27.98
103	N 38°25'45"E	54.34
104	N 82°25'33"E	49.10
105	N 03°05'24"W	24.27
106	N 38°50'03"W	41.96
107	N 66°20'33"W	39.87
108	S 83°02'06"W	24.58
109	S 38°09'43"W	32.57
110	S 03°07'38"E	24.32
111	S 18°08'26"W	17.70
112	S 88°47'12"W	32.29
113	S 84°37'17"W	56.33
114	S 88°10'00"W	38.33
115	N 38°17'47"W	14.98

LINE	BEARING	DISTANCE
116	N 20°33'50"W	28.84
117	N 40°52'48"W	71.76
118	N 38°43'24"W	83.56
119	N 39°10'03"W	68.37
120	N 24°09'39"E	37.84
121	N 40°54'19"W	58.72
122	N 40°22'03"W	64.45
123	N 40°36'06"W	78.78
124	N 10°00'21"W	17.78
125	N 48°37'04"E	24.75
126	N 59°18'38"E	39.40
127	N 25°44'41"E	27.28
128	N 05°03'14"W	34.71
129	N 35°49'00"E	27.98
130	N 48°31'16"E	55.72
131	N 41°58'48"E	31.39
132	N 10°50'18"E	27.52
133	N 43°10'05"W	28.49
134	S 87°22'14"W	22.87
135	S 36°01'53"W	59.69
136	S 47°55'02"W	38.28
137	S 28°10'58"W	37.01
138	S 12°03'27"W	23.86
139	S 36°20'53"W	34.45
140	S 85°17'17"W	10.47
141	N 85°13'17"W	13.58
142	N 24°48'10"W	62.88
143	N 31°29'18"W	16.91
144	N 87°39'35"W	47.08
145	N 53°29'38"W	31.12
146	N 45°19'01"W	44.17
147	S 25°40'34"E	80.18
148	N 50°18'41"E	42.31

LEGEND

IPF	IRON PIPE FOUND
RRHA	RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.
CMF	CONCRETE MONUMENT FOUND

100 50 0 100 200 300

SCALE IN FEET

I, KEITH K. RUDDY, a Registered Land Surveyor in the State of South Carolina, hereby certify that I have surveyed the property shown hereon, that this plat shows its true dimensions, that all necessary markers have been installed, and the precision of the survey is 1/10,000.

KEITH K. RUDDY, R.L.S. S.C. REG. NO. 9479

REG NO. 9479 KEITH K. RUDDY

CONDITIONAL APPROVAL

PRE-SELLING PERMITTED UNDER BONDING & SURETY PROVISIONS

CLERK, CHARLESTON COUNTY COUNCIL

DIRECTOR OF PLANNING CHARLESTON COUNTY PLANNING BOARD

10890-A1 APPLICATION #

DEC 3, 1985 DATE

SHEET 143

CONDITIONAL PLAT

RAVEN'S RUN

CHRIST CHURCH PARISH, CHARLESTON COUNTY, S.C.

PHASE I

PLAT SHOWING LOTS 1-5, BLOCK "A" AND LOTS 1-9, BLOCK "B".

SCALE: 1" = 100'

NOVEMBER 20, 1985

CONDITIONAL NOTES:
1. THIS PLAT SUBMITTED FOR PRESELLING UNDER THE IRREVOCABLE LETTER OF CREDIT PROVISION OF SUBDIVISION REGULATIONS.
2. APPROVAL OF THIS PLAT DOES NOT AUTHORIZE OCCUPANCY.
3. DURATION OF APPROVAL SHALL BE FOR 1 YEAR.
4. APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT FOR CONTINUED MAINTENANCE, ANY OF THE ROADS OR EASEMENTS SHOWN HEREON.

NOTES:
1. T.M. 261-0-0-31.
2. ALL PROPERTY CORNERS MARKED WITH IRON PIPES UNLESS OTHERWISE NOTED.
3. REFERENCE PLAT BY E.M. SEABROOK, JR., INC., DATED OCT. 20, 1982, RECORDED IN P.B. AW PG 153.
4. OWNER OF THIS PROPERTY IS R&C ENTERPRISES, INC.
5. THIS PLAT SUPERCEDES CONDITIONAL PLAT BY KEITH K. RUDDY, DATED FEB. 19, 1985 (REVISED: JULY 1, 1985), RECORDED IN P.B. BE PG 144.
6. REFERENCE PLAT BY E.M. SEABROOK, JR., INC., DATED JUNE 10, 1978, RECORDED IN P.B. AY PG 59.
7. REFERENCE PLAT BY CEDARDALE SURVEYING, DATED OCT. 2, 1984 (UNRECORDED)
8. ALL ROADS & DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.

SHEET 1 OF 3

342

BK A150PG004

CONDITIONAL PLAT
RAVEN'S RUN
CHRIST CHURCH PARISH, CHARLESTON COUNTY, S.C.

PHASE I

PLAT SHOWING LOTS 1-7, BLOCK "C" AND LOTS 1-18, BLOCK "D".

SCALE: 1" = 100' NOVEMBER 20, 1985

EMILE HESTER
MITCHELL, ET AL

ABANDON EXISTING 45' DRAINAGE EASEMENT

SEE SHEET 1 OF 3

BLOCK "C"

BLOCK "D"

VASI COURT 100' R/W

OMNI BOULEVARD

AZTEC LANE

60' R/W

2400' PRIVATE RUNWAY (RRHA)

LAKE

0.78 AC. RESERVED FOR CHRIST CHURCH PARISH

1.38 ACRES RESERVED FOR AIRCRAFT HANGERS (RRHA)

4.01 ACRES AMENITY AREA (RRHA)

PEDESTRIAN BRIDGE (RRHA)

WALKWAY (RRHA)

(NOT A BUILDING LOT) RAVENS ISLAND (RRHA) 0.46 AC.

1 0.68 AC. | 2 0.77 AC. | 3 0.78 AC. | 4 0.90 AC. | 5 1.14 AC. | 6 0.94 AC. | 7 0.92 AC.

1 1.49 AC. | 2 1.70 AC. | 3 2.14 AC. | 4 1.70 AC. | 5 1.68 AC. | 6 1.72 AC. | 7 1.86 AC. | 8 1.52 AC. | 9 1.54 AC. | 10 1.40 AC. | 11 1.39 AC. | 12 1.17 AC. | 13 1.37 AC. | 14 1.41 AC. | 15 0.97 AC. | 16 1.16 AC. | 17 0.95 AC. | 18 1.45 AC.

TOTAL ACRES = 18 AC'S

CONDITIONAL APPROVAL
PRE-SELLING PERMITTED UNDER BONDING & SURETY PROVISIONS
ESTHER S. MANNING, CHAIRMAN
CHARLESTON COUNTY PLANNING BOARD
DEC. 3, 1985

10990-AI
SHEET 2 of 3

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
48	N 39°14'05"W	39.56	96	N 34°01'11"W	109.81
49	N 09°30'54"W	81.74	97	N 80°35'05"W	104.88
50	N 57°52'02"W	59.64	97	N 15°19'29"W	64.54
51	N 24°49'54"W	40.49	98	N 39°31'39"W	98.97
52	N 12°38'39"E	24.66	99	N 36°25'00"W	61.62
53	N 88°09'20"E	85.14	100	N 73°52'53"W	41.81
54	N 71°38'33"E	48.88	101	S 78°02'48"W	70.89
55	N 02°32'31"W	41.04	102	S 60°47'39"W	85.48
56	N 44°07'27"W	34.61	103	S 48°39'32"W	84.00
57	N 85°28'08"W	30.14	104	S 35°12'06"W	107.55
58	S 44°14'08"W	58.42	105	S 77°21'50"W	98.91
59	S 89°39'48"W	35.86	106	S 72°31'00"W	34.01
60	N 75°07'51"W	49.43	107	S 69°45'07"W	20.87
61	N 59°22'41"W	31.99	108	S 83°29'12"W	84.17
62	N 02°39'45"W	34.10	109	S 56°41'06"W	84.20
63	N 48°41'42"W	80.78	110	S 12°31'27"W	88.09
64	N 16°08'09"W	18.81	111	S 05°11'08"W	76.52
65	N 29°43'50"E	25.42	112	S 25°20'26"E	114.38
66	N 79°32'52"E	78.72	113	S 48°44'13"E	92.74
67	N 40°11'08"E	41.15	114	S 08°54'08"E	42.75
68	N 69°54'20"E	116.84	115	S 29°46'08"E	153.34
69	N 90°26'57"E	83.43	116	S 56°16'14"E	84.20
70	N 78°38'48"E	46.11	117	S 86°22'18"E	38.07
71	N 85°11'20"E	51.82	118	N 85°48'42"E	139.99
72	N 35°59'00"E	36.24	119	S 52°07'27"E	45.53
73	N 29°57'44"W	40.71	120	S 26°10'42"E	58.91
74	S 66°42'35"W	81.05	121	S 20°25'00"E	80.16
75	N 56°27'00"W	35.39	122	S 04°16'20"E	163.97
76	N 27°48'47"W	125.87	123	S 42°51'48"E	57.28
77	N 87°02'35"W	83.00	124	S 87°00'19"E	24.19
78	N 68°58'32"W	43.62	125	S 00°55'21"E	84.12
79	N 33°25'31"W	25.34	126	S 06°42'57"W	81.03
80	N 29°45'04"E	146.82	127	S 16°12'39"W	15.92
81	N 04°04'06"W	86.61	128	S 45°13'59"W	23.14
82	N 15°16'07"E	84.10	129	S 75°45'14"W	45.65
83	N 76°11'44"W	52.84	130	N 78°11'08"W	15.81
84	N 41°39'08"W	60.87	131	N 66°38'23"W	37.74
85	N 29°30'48"W	90.74	132	N 39°26'19"W	66.93
86	N 56°58'20"W	102.10	133	N 22°30'28"W	83.50
87	N 04°12'55"E	35.48	134	N 36°34'50"W	40.78
88	N 32°48'08"W	58.81	135	N 11°55'15"E	32.70
89	N 72°16'55"W	47.10	136	N 41°15'24"W	93.15
90	N 14°38'52"W	42.19	137	N 63°58'09"W	120.58
91	N 35°10'50"E	93.24	138	S 55°09'07"W	190.79
92	N 51°49'10"W	112.65	139	S 13°42'21"W	88.85
93	S 81°20'27"W	70.48			
94	N 27°07'48"W	53.27			

ARC	TANGENT	CHORD	CHORD BRG.
194.99	97.30	193.84	S 32°20'49"E
296.45	150.00	288.70	S 07°33'56"W
312.37	159.20	294.35	S 59°56'54"W
518.21	168.58	304.09	S 03°46'01"E
211.57	158.66	208.79	S 41°19'59"W
277.47	148.02	276.20	S 86°48'51"W
323.15	169.83	320.84	S 64°42'21"W
180.93	92.49	159.88	S 68°35'32"W
39.71	25.28	38.88	N 46°10'45"W
39.71	99.37	38.09	N 89°40'12"W
231.38	116.14	216.31	N 46°10'24"W
123.16	61.81	122.93	S 32°09'26"E
448.59	258.04	438.80	S 48°25'09"E
426.32	232.85	398.78	S 78°55'08"E
145.79	57.98	115.85	N 56°57'09"E
40.09	88.03	40.97	N 17°45'54"E
326.79	180.82	322.62	N 55°47'38"W
198.80	100.00	198.71	N 34°17'38"W
113.02	59.32	113.29	N 59°02'39"W
24.68	11.34	21.21	N 82°29'56"W
929.38	56.69	75.00	N 48°12'21"E
23.56	11.34	21.21	N 21°05'39"E
79.98	40.68	77.71	S 59°02'39"E
282.74	180.00	254.56	S 31°17'38"E
287.91	156.39	280.76	S 83°43'39"E
45.09	29.03	40.97	S 68°21'18"E
115.73	57.96	115.65	N 72°27'33"E
257.57	129.95	256.36	N 68°49'51"E
177.95	91.34	175.52	N 13°58'52"E
152.46	83.44	148.09	N 03°48'01"W
421.63	248.41	395.81	N 06°06'54"E
304.20	180.00	283.85	N 07°30'58"E
204.75	102.65	204.48	N 32°20'40"W
47.12	30.00	42.43	N 72°15'18"W
157.08	0.00	100.00	N 27°15'18"W
47.12	30.00	42.43	N 17°44'42"E
24.12	12.35	23.65	S 46°55'30"W
54.29	30.17	51.68	S 03°39'56"W
58.46	33.10	55.20	S 65°36'47"E
30.19	15.23	29.05	N 74°14'48"E
93.92	48.88	93.88	S 29°35'21"E
110.84	58.45	110.76	S 34°40'45"E
228.38	120.33	219.82	S 26°32'35"W
175.24	92.83	172.18	S 14°28'25"E
184.84	98.76	184.20	S 84°08'27"W
73.52	38.49	72.81	S 73°38'37"W
207.30	116.68	186.06	N 18°17'28"W
70.42	38.27	70.27	N 84°17'28"W
89.70	41.88	84.19	N 45°19'08"W
29.72	15.32	29.29	S 82°42'59"W
59.03	19.48	39.59	N 46°39'43"W
35.85	18.73	35.08	S 10°43'53"W
84.05	37.27	59.76	S 46°30'20"E
93.93	47.93	92.98	S 55°56'51"E
21.09	10.58	21.06	S 73°07'00"E
188.91	96.79	183.96	S 75°08'39"W
283.41	167.13	224.11	N 33°09'21"W
138.31	69.52	137.94	N 32°09'24"W
34.02	17.03	34.00	N 30°24'41"E

LINE TABLE FOR PARK, AIRCRAFT TIE DOWN, AIRCRAFT HANGERS & AMENITY AREA

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	N 80°06'55"W	37.00	27	S 83°17'48"E	13.89
2	S 68°23'05"W	27.84	28	S 24°21'80"W	64.87
3	S 25°47'00"W	30.13	29	S 66°44'40"W	35.45
4	S 53°05'54"W	140.57	30	N 69°54'20"E	92.52
5	S 64°21'08"W	128.66	31	S 44°18'89"W	88.74
6	S 84°21'00"W	92.78	32	N 88°10'34"W	83.04
7	S 75°16'24"W	38.45	33	S 88°21'42"W	180.09
8	S 45°47'40"W	98.58	34	S 86°21'52"W	82.84
9	S 90°36'08"W	38.13	35	S 14°18'32"W	47.57
10	S 47°57'50"W	88.63	36	S 43°27'89"W	91.08
11	S 80°14'00"W	101.70	37	S 50°08'12"W	84.04
12	S 17°19'18"W	80.02	38	S 75°13'05"W	81.00
13	N 60°14'18"W	72.75	39	S 48°43'08"W	29.39
14	S 42°17'01"W	76.13	40	S 78°47'54"W	32.18
15	S 87°54'02"W	20.07	41	S 35°44'57"W	34.88
16	N 70°58'18"W	34.92	42	S 69°17'41"W	44.43
17	N 51°13'44"W	37.53	43	S 07°39'49"W	62.81
18	N 20°15'11"W	10.54	43	S 25°05'54"W	40.30
19	N 08°31'10"W	31.01	44	S 87°21'49"W	95.44
20	N 31°35'47"W	27.53	45	S 07°39'49"W	62.81
20	N 31°35'47"W	22.95	46	N 42°09'19"W	30.48
21	N 11°15'27"W	65.65	47	N 33°21'04"W	51.00
22	N 21°12'25"W	48.14	48	S 28°53'24"E	172.02
23	N 22°27'55"E	31.64	49	S 34°05'09"E	142.02
24	N 43°07'43"E	87.09	50	S 18°08'30"E	158.12
25	N 15°00'21"W	84.32	51	N 18°02'38"W	181.43
26	N 04°30'18"E	10.84	52	N 36°44'57"E	31.61

RAVENS ISLAND LINE TABLE

LINE	BEARING	DISTANCE
1	N 89°10'58"W	80.69
2	N 52°57'32"W	112.85
3	N 15°55'30"W	123.25
4	S 83°34'20"E	95.44
5	S 48°08'54"E	81.40
6	S 10°08'25"E	111.03
7	S 16°24'48"E	81.40
8	S 76°05'02"E	81.96
9	S 27°23'15"E	83.28

CONDITIONAL NOTES:
1. THIS PLAT SUBMITTED FOR PRESELLING UNDER THE IRREVOCABLE LETTER OF CREDIT PROVISION OF SUBDIVISION REGULATIONS.
2. APPROVAL OF THIS PLAT DOES NOT AUTHORIZE OCCUPANCY.
3. DURATION OF APPROVAL SHALL BE FOR 1 YEAR.
4. APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT FOR CONTINUED MAINTENANCE, ANY OF THE ROADS OR EASEMENTS SHOWN HEREON.

NOTES:
1. T.M. 561-0-0-31.
2. ALL PROPERTY CORNERS MARKED WITH IRON PIPES UNLESS OTHERWISE NOTED.
3. REFERENCE PLAT BY E.M. SEABROOK, JR., INC., DATED OCT. 20, 1982, RECORDED IN P.B. 68 PG. 133.
4. OWNER OF THIS PROPERTY IS MAC ENTERPRISES, INC.
5. THIS PLAT SUPERCEDES CONDITIONAL PLAT BY KEITH K. RUDDY, DATED FEB. 19, 1985 (REVISED JULY 1, 1985), RECORDED IN P.B. 82 PG. 146.
6. REFERENCE PLAT BY E.M. SEABROOK, JR., INC., DATED JUNE 10, 1976, RECORDED IN P.B. 67 PG. 59.
7. REFERENCE PLAT BY GEDARDLE SURVEYING, DATED OCT. 2, 1984, (UNRECORDED).
8. ALL ROADS & DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.

LEGEND:
1" IRON PIPE FOUND
RRHA: RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.

SCALE IN FEET: 0 100 200 300

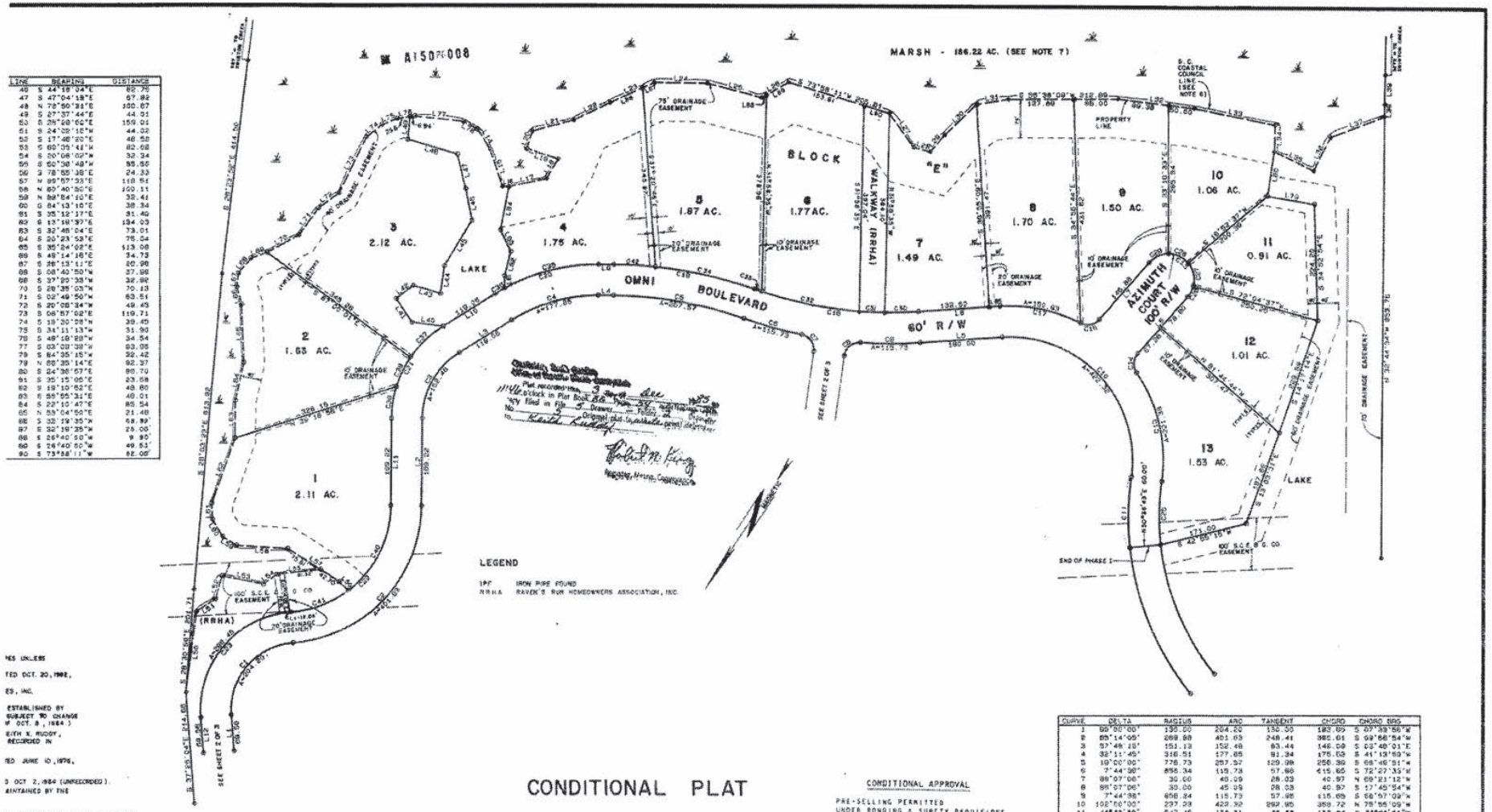
I, KEITH K. RUDDY, a Registered Land Surveyor in the State of South Carolina, hereby certify that I have surveyed the property shown hereon, that this plat shows its true dimensions, that all necessary markers have been installed, and the precision of the survey is 1:10,000.

KEITH K. RUDDY, R.L.S.
S.C. REG. NO. 9479

SEE SHEET 3 OF 3

END OF PHASE I

SHEET 2 OF 3



LINE	BEARING	DISTANCE
46	S 44°18'24"E	80.75
47	S 47°04'18"E	57.82
48	N 78°50'38"E	100.67
49	S 27°37'44"E	44.01
50	S 28°28'52"E	159.01
51	S 24°28'16"W	44.02
52	S 17°46'20"E	46.58
53	S 60°09'41"W	82.68
54	S 20°08'02"W	32.34
55	S 50°38'49"W	55.56
56	S 78°55'38"E	24.33
57	N 89°57'33"E	110.61
58	N 60°40'50"E	100.11
59	N 88°54'10"E	38.41
60	S 84°13'10"E	38.34
61	S 35°32'17"E	81.40
62	S 13°19'37"E	194.03
63	S 32°46'04"E	73.01
64	S 20°23'58"E	76.04
65	S 35°54'08"E	113.08
66	S 49°14'16"E	34.73
67	S 26°13'12"E	26.98
68	S 08°40'50"W	37.98
69	S 37°20'38"W	32.98
70	S 28°35'03"W	70.13
71	S 02°49'50"W	63.51
72	S 20°08'34"W	49.43
73	S 06°57'02"E	119.71
74	S 18°30'08"W	39.45
75	S 34°11'13"W	31.90
76	S 49°18'28"W	34.54
77	S 03°09'38"W	93.05
79	S 84°35'15"W	32.42
79	N 88°38'14"E	92.37
80	S 24°36'07"E	88.79
81	S 35°15'05"E	23.68
82	S 19°10'52"E	48.80
83	S 88°55'31"E	48.01
84	S 22°10'47"E	85.54
85	N 55°04'50"E	21.48
86	S 32°19'35"W	58.89
87	E 32°19'35"W	26.00
88	S 26°40'50"W	9.85
89	S 26°40'50"W	49.53
90	S 73°38'11"W	82.00

ES UNLESS

TED OCT. 20, 1982,

ES, INC.

ESTABLISHED BY SUBJECT TO CHANGE W OCT. 8, 1984)

EITH K. RUDDY, RECORDED IN

ED JUNE 10, 1976,

3 OCT. 2, 1984 (UNRECORDED). AINTAINED BY THE

HE IRREVOCABLE LETTER OF CREDIT

OCCUPANCY.

THE COUNTY OF CHARLESTON TO THE ROADS OR EASEMENTS SHOWN

CONDITIONAL PLAT

RAVEN'S RUN

CHRIST CHURCH PARISH, CHARLESTON COUNTY, S.C.

PHASE I

PLAT SHOWING LOTS 1-13, BLOCK "E".

SCALE : 1" = 100' NOVEMBER 20, 1985

100 50 0 100 200 300
SCALE IN FEET

CONDITIONAL APPROVAL

PRE-SELLING PERMITTED UNDER BONDING & SURETY PROVISIONS

CLERK, CHARLESTON COUNTY COUNCIL

DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD

10890-A1 DEC. 3, 1985
APPLICATION # DATE

SHEET 3 of 3

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	90°00'00"	130.00	204.20	130.00	183.85	S 07°39'56"W
2	85°14'05"	269.88	401.63	248.41	365.61	S 59°56'54"W
3	57°46'18"	151.13	152.48	83.44	146.09	S 03°49'01"E
4	32°11'45"	316.51	177.85	91.34	175.53	S 41°13'50"W
5	10°00'00"	776.73	257.57	129.98	256.36	S 68°49'51"W
6	7°44'38"	856.34	115.73	57.98	115.65	S 72°27'33"W
7	88°07'06"	30.00	46.09	28.03	40.97	N 69°21'12"W
8	88°07'06"	30.00	45.99	28.03	40.97	S 17°45'54"W
9	7°44'38"	856.34	115.73	57.98	115.65	S 68°07'09"W
10	102°00'00"	297.23	423.32	262.95	369.72	N 78°55'09"W
11	64°28'30"	547.46	184.31	99.62	137.96	N 38°06'24"W
12	47°00'00"	497.46	399.87	211.08	388.75	S 46°25'09"E
13	42°40'31"	297.23	221.36	116.11	216.30	S 46°15'24"E
14	75°50'07"	30.00	39.71	23.38	36.88	S 28°40'12"E
15	100°00'00"	50.00	157.08	0.00	100.00	S 61°44'43"E
16	75°50'07"	30.00	39.71	23.38	36.88	N 48°19'48"E
17	31°01'32"	297.23	160.93	82.40	158.99	N 89°35'32"E
18	33°15'00"	798.34	323.15	163.83	320.04	N 64°42'21"E
19	10°00'00"	836.73	277.47	140.02	276.09	N 68°49'51"E
20	38°11'45"	378.51	251.57	130.68	249.78	N 41°13'50"E
21	57°48'15"	211.13	213.01	116.56	204.09	N 03°46'01"W
22	85°14'05"	269.99	312.37	193.20	284.36	N 59°56'54"E
23	90°00'00"	190.00	298.45	190.00	268.70	N 07°38'56"E
24	32°31'27"	497.46	378.71	142.90	373.61	S 55°39'25"E
25	14°26'33"	497.46	125.15	62.91	122.63	S 82°09'26"E
26	26°10'40"	50.00	22.84	11.63	22.65	S 64°56'03"E
27	90°11'59"	50.00	48.17	26.14	46.83	S 45°34'20"E
28	50°09'10"	50.00	43.77	23.40	42.38	N 01°48'02"E
29	48°28'11"	50.00	42.30	22.51	41.05	N 32°29'29"E
30	4°40'41"	796.35'	65.02'	32.53	65.00	N 85°25'11"E
31	4°23'58"	796.35'	50.03'	25.02'	50.02	N 89°33'40"E
32	13°55'42"	796.35'	193.59'	97.27'	193.11'	N 88°19'20"E
33	1°02'40"	796.35'	14.52'	7.26'	14.52'	N 75°48'31"E
34	13°31'11"	836.73'	197.44'	99.18'	196.98'	N 69°34'16"E
35	28°52'27"	376.50	189.74	96.93	187.73	N 42°53'30"E
36	3°19'18"	376.51	21.83	10.92	21.82	N 26°48'51"E
37	23°48'07"	211.13	87.71	44.50	87.08	N 33°13'54"E
38	17°11'38"	211.13	63.36	31.92	63.12	N 07°15'50"W
39	18°48'28"	211.13	61.94	31.15	61.72	N 24°15'42"W
40	52°12'05"	209.88	191.31	102.87	184.76	N 08°34'08"W
41	33°02'00"	209.98	121.06	62.27	119.39	N 36°02'56"E
42	5°28'49"	836.73	80.03'	40.06'	80.00'	N 40°04'18"E

I, KEITH K. RUDDY, a Registered Land Surveyor in the State of South Carolina, hereby certify that I have surveyed the property shown hereon, that this plat shows its true dimensions, that all necessary markers have been installed, and the precision of the survey is 1:10,000.

KEITH K. RUDDY, R.L.S. NO. 9479

SHEET 3 OF 3

BK M356PG397

Charleston South Carolina
Office of Register of Deeds
Plat recorded this 27 day of Aug 1986 at
3:54 o'clock in P.M. Book EM Page 2 and record with
my filed in Plat Cabinet Folder C Drawing
No 20 Original not to be delivered
to Clerk to Planning Board

Robert N. King
Register Mesne Conveyance

CONDITIONAL APPROVAL

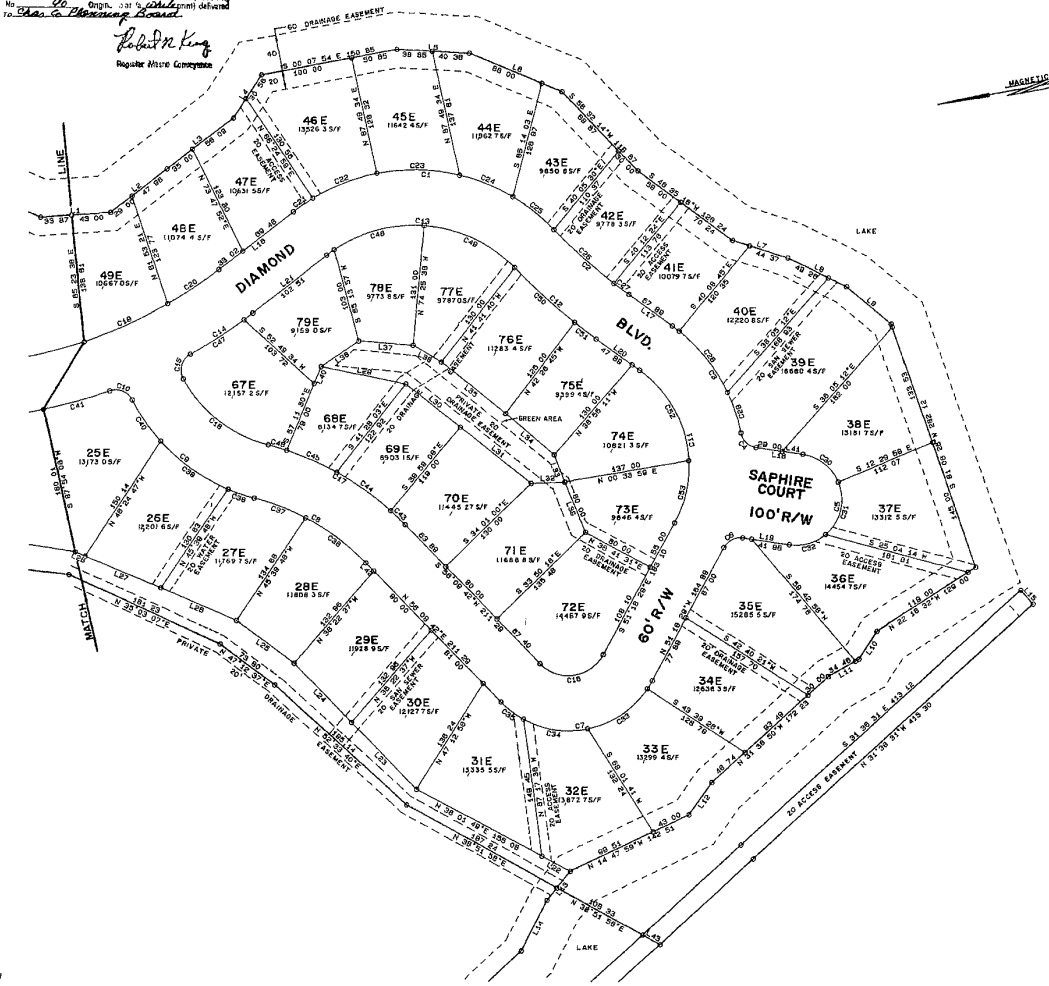
PRE-SELLING PERMITTED
UNDER BONDING & SURETY PROVISIONS

Joan P. Walloop
for CLERK CHARLESTON COUNTY COUNCIL

David H. Frank
DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD

11520-A AUG 19, 1986
APPLICATION # DATE

(SHEET 2 OF 4)



NOTES
1) TMS NO 681-00-00-004
2) REFERENCE PLAT BY PRECISION LAND SURVEYING CO DATED 11/21/85
3) REFERENCE PLAT BY KEITH RUDDY P B BE PAGE 144
4) THIS PLAT SUBMITTED FOR PRESELLING UNDER THE IRREVOCABLE LETTER OF CREDIT PROVISION OF THE SUBDIVISION REGULATIONS
5) APPROVAL OF THE PLAT DOES NOT AUTHORIZE OCCUPANCY
6) APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT FOR CONTINUED MAINTENANCE ANY OF THE ROADS OR EASEMENTS SHOWN HEREON
7) THE 60' DRAINAGE EASEMENT AROUND THE PERIPHERY SHALL BE 20' WITHIN THE PROPERTY AND 40' TOWARDS THE LAKES
8) THE 20' DRAINAGE EASEMENTS SHALL BE 10' EACH SIDE OF THE PROPERTY LINE UNLESS OTHERWISE NOTED
9) DURATION OF APPROVAL SHALL BE FOR ONE YEAR
10) WATER SUPPLY WILL BE FURNISHED BY THE BULLS BAY WATER AUTHORITY THE DEVELOPER HAS AGREED TO EXTEND NECESSARY WATER SUPPLY TO SERVE PROJECT
11) SEWAGE DISPOSAL WILL BE FURNISHED BY MT PLEASANT WATERWORKS & SEWAGE COMMISION
12) THE STREET SHALL BE PUBLIC AND DESIGNED & CONSTRUCTED IN ACCORDANCE WITH CHARLESTON COUNTY ROAD CODES
13) THE PUBLIC DRAINAGE (SHADED) SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF THE COUNTY ROAD CODE THE PROPOSED PRIVATE DRAINAGE SYSTEM (UNSHADED) SHALL BE DESIGNED IN ACCORDANCE WITH COUNTY ROAD CODE BUT WITH MODIFICATIONS
14) OWNER R A C ENTERPRISES INC
15) NO STRUCTURE FENCE DOCK OR OTHER OBSTRUCTION IS ALLOWED WITHIN THE 20' EASEMENT AROUND LAKE
16) FINAL APPROVAL CANNOT BE OBTAINED UNTIL ALL ITEMS COVERED BY THE LETTER OF CREDIT HAVE BEEN COMPLETED AND APPROVED
17) FURTHER SUBDIVISION OF THE PROPERTY UNDER REVIEW WILL NOT BE GIVEN FAVORABLE CONSIDERATION UNTIL FINAL APPROVAL HAS BEEN OBTAINED FOR THESE LOTS

NOTE:
FOR LINE TABLE & CURVE TABLES
SEE SHEET 4 OF 4

I KEITH K RUDDY A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH CAROLINA HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON THAT THIS PLAT SHOWS ITS TRUE DIMENSIONS THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THE PRECISION OF THE SURVEY IS 1:10000

Keith K Ruddy
KEITH K RUDDY R L S S C REG NO 9478

PRECISION LAND SURVEYING CO
5668 RIVERWAY HWY SUITE 801-B
CHARLESTON, S C 29417
(803) 766-1676

SOUTH CAROLINA REGISTERED NO 9478 LAND SURVEYOR KEITH K RUDDY

BY RECORDING OF THIS PLAT THE EASEMENTS AND ROAD RIGHTS-OF-WAYS SHOWN HEREON ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER

BY Paul T Rock
RAC ENTERPRISES INC

BY RECORDING OF THIS PLAT THE GREEN AREAS AND LAKES SHOWN HEREON ARE DEDICATED TO THE USE OF THE EAST CROSSING SUBDIVISION AND THE CROWN POINTE SUBDIVISION HOMEOWNERS ASSOCIATION FOREVER

BY Paul T Rock
RAC ENTERPRISES INC

PLAT
SHOWING

CROWN POINTE SUBDIVISION
LOTS 25E-49E & LOTS 67E-79E
PORTION
OF A 52 98 ACRE TRACT, OWNED BY RAC ENTERPRISES, INC
CHRIST CHURCH PARISH, CHARLESTON COUNTY, S C
SCALE: 1" = 60'
AUG 3, 1986

60 30 0 60 120 180
SCALE IN FEET

SHEET 2 OF 4

BY RECORDING OF THIS PLAT THE EASEMENTS AND ROAD RIGHTS-OF-WAYS SHOWN HEREON ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER

BY _____
RAC ENTERPRISES INC

BY RECORDING OF THIS PLAT THE GREEN AREAS AND LAKES SHOWN HEREON ARE DEDICATED TO THE USE OF THE EAST CROSSING SUBDIVISION AND THE CROWN POINTE SUBDIVISION HOMEOWNERS ASSOCIATION FOREVER

BY _____
RAC ENTERPRISES INC

Charleston South Carolina
Office of Register Mesne Conveyance

Was recorded this 21 day of Aug 1986 at
5 o'clock P.M. Book DK Page 3 and in my office
Folder 6-a Drawing
Original plat delivered
to Charleston Planning Board

Robin N. King
Register Mesne Conveyance

CONDITIONAL APPROVAL

PRE-SELLING PERMITTED
UNDER BONDING & SURETY PROVISIONS

for CLERK CHARLESTON COUNTY COUNCIL

for DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD

11620-A
APPLICATION #

AUG 13 1986
DATE

(SHEET 3 OF 4)

LINE	BEARING	DISTANCE
1	N 82 08 49 E	56.69
2	N 40 18 16 W	40.33
3	N 52 03 06 W	84.65
4	N 32 54 19 W	69.49
5	N 41 11 53 W	69.72
6	N 02 41 10 W	66.24
7	N 20 51 06 W	49.66
8	N 25 03 29 E	83.18
9	N 16 04 25 E	88.16
10	N 77 08 45 E	73.14
11	S 40 18 16 W	65.08
12	S 87 30 56 W	112.42
13	S 04 03 08 W	69.40
14	S 31 42 26 E	199.69
15	S 34 41 14 E	45.00
16	S 12 04 03 E	89.34
17	N 89 38 20 E	8.08
18	N 41 49 25 E	66.33
19	N 74 01 08 W	14.98
20	N 89 50 56 E	25.89
21	N 78 12 17 W	74.01
22	S 78 12 17 E	69.76
23	N 78 12 17 W	39.82
24	N 34 41 14 W	45.00
25	N 12 04 03 E	89.34
26	N 78 12 17 W	23.73
27	N 78 02 18 W	23.94
28	N 41 49 25 E	82.83
29	S 83 39 25 W	8.08
30	S 12 04 03 W	14.98
31	S 78 02 18 E	69.76
32	N 78 12 17 W	65.91
33	N 52 04 20 E	99.00
34	N 48 05 25 E	99.00
35	N 48 05 25 E	99.00
36	N 41 47 32 E	99.98
37	N 48 04 17 E	99.98
38	N 80 06 08 E	99.80
39	N 21 47 32 E	99.98
40	N 24 58 52 E	72.80
41	N 18 04 24 E	99.00
42	N 10 04 24 E	99.00
43	N 17 08 04 E	99.00
44	N 08 38 52 E	72.41
45	N 01 39 13 W	72.41
46	N 14 28 18 W	72.41

LINE	BEARING	DISTANCE
47	N 24 08 29 W	72.41
48	N 31 48 26 W	72.41
49	N 41 08 53 W	72.41
50	N 52 08 38 W	72.41
51	N 84 57 30 W	78.08
52	N 81 08 41 W	80.40
53	S 81 52 13 W	80.46
54	S 04 48 00 W	81.90
55	S 81°53 51 W	80.12
56	S 81°54 38 W	69.87
57	S 09 08 00 W	69.40
58	S 38 18 30 E	111.55
59	S 77 03 45 W	42.04
60	N 59 31 57 E	198.78
61	N 54 11 18 E	74.12
62	N 12 22 38 E	108.75
63	N 80 07 00 W	108.75
64	N 80 33 04 W	85.16
65	N 78 12 17 W	70.93
66	S 24 02 30 E	100.09
67	N 37 10 43 E	78.72
68	N 42°20 41 E	68.83
69	N 42°20 34 E	34.58
70	N 85 52 21 E	14.09
71	N 30 13 01 E	100.09
72	N 78 02 18 W	49.83
73	S 68 07 40 E	87.77
74	S 26 03 44 W	90.75
75	S 32°01 15 W	48.26
76	S 48°16 45 W	58.00
77	S 48°16 45 W	58.00
78	S 48°16 45 W	58.00
79	S 48°16 45 W	58.00
80	S 71 43 20 W	17.42
81	N 78 12 17 W	67.73
82	N 85 52 21 E	96.77
83	N 73 14 52 W	100.02
84	N 16 07 15 W	29.08
85	N 73 52 45 E	28.89
86	N 35 48 03 W	13.64
87	N 78 12 17 W	20.76
88	N 38 51 55 E	24.21
89	N 42 18 18 W	43.42
90	N 43 58 42 W	29.08

CURVE	DELTA	ARC	RADIUS	CHORD	CHORD BRG
1	50 02 00	47.18	30.00	42.43	S 39 18 49 W
2	29 57 44	78.44	150.00	77.55	S 18 48 22 E
3	6 31 14	47.84	418.95	47.82	S 30 08 06 E
4	09 47 17	30.43	59.00	30.09	S 24 37 01 E
5	41 49 50	73.81	100.83	71.99	N 62 44 83 E
6	76°49 36	235.69	172.46	217.91	N 81 01 43 E
7	17 51 34	468.36	900.83	307.76	S 30 51 10 E
8	30 31 01	230.02	440.83	220.08	S 32 05 05 W
9	25 59 32	65.31	144.33	64.75	S 84 03 29 W
10	63 45 03	66.19	60.83	62.89	S 47 26 28 W
11	178 58 58	187.00	59.00	100.90	N 69 03 52 W
12	04 47 15	23.52	30.00	21.48	N 11 27 28 W
13	7 32 04	17.76	144.33	17.75	N 40 16 38 W
14	40 32 58	102.99	100.83	100.89	N 19 39 39 W
15	78 47 14	57.89	30.00	25.85	N 88 18 46 W
16	170 29 30	187.00	30.00	100.90	N 33 47 42 E
17	90 00 00	31.42	20.00	28.28	N 58 47 43 E
18	80 03 47	181.98	358.00	176.98	N 00 44 11 W
19	30 47 20	85.84	150.00	84.67	N 31 35 48 W
20	19 22 14	35.06	150.00	34.98	N 12 12 42 W
21	90 00 00	47.12	30.00	42.43	N 78 41 14 W
22	65 08 82	128.88	84.33	124.45	S 04 21 14 E
23	36 04 01	188.83	300.28	186.68	N 23 05 05 E
24	90 00 00	32.85	20.00	29.28	N 78 58 51 W
25	90 00 00	31.42	20.00	28.28	N 11 01 09 E
26	276 58 58	187.00	30.00	100.90	S 56 47 43 E
27	48 58 41	17.49	20.00	16.94	S 24 29 20 E
28	101 21 19	35.38	20.00	30.84	N 68 17 05 E
29	82 23 24	270.05	348.05	237.47	N 28 35 17 W
30	73 39 36	153.79	119.49	143.27	S 04 01 13 W
31	41 49 55	117.42	160.83	114.83	S 62 44 03 W
32	53 57 17	20.13	20.00	28.82	S 21 56 42 W
33	19 36 40	68.93	414.05	68.19	S 06 59 58 W
34	90 00 00	31.42	20.00	28.28	S 33 12 17 E
35	178 58 58	187.00	30.00	100.90	S 19 47 42 W
36	89 54 10	28.30	20.00	25.94	N 68 30 34 W
37	40 42 48	66.63	188.80	65.11	S 21 27 18 W
38	5 20 09	41.06	440.28	40.98	N 45 25 31 E
39	7 16 38	58.57	449.28	58.49	N 38 48 08 E
40	7 16 38	58.17	448.28	58.13	N 31 47 32 E
41	7 08 43	55.04	446.28	55.00	N 24 33 53 E
42	8 58 57	92.26	440.28	92.09	N 10 31 33 E
43	4 40 49	29.32	368.35	29.31	N 05 06 15 E
44	10 10 05	64.78	368.35	64.69	N 08 50 52 E
45	10 10 05	64.78	368.80	64.69	N 01 16 13 W
46	10 10 05	64.78	368.35	64.69	N 11 09 10 W
47	10 10 05	64.78	368.80	64.69	N 21 58 23 W
48	10 10 05	64.78	368.80	64.69	N 31 49 36 W
49	10 10 05	64.78	368.80	64.69	N 41 58 23 W
50	10 10 05	64.78	368.35	64.69	N 52 08 38 W
51	12 22 09	39.72	172.46	39.64	N 06 43 04 W
52	12 48	60.08	172.46	60.02	N 01 52 13 W
53	10 58 18	111.77	172.46	109.87	N 21 52 13 W
54	15 09 02	80.88	172.46	80.14	N 34 57 32 W
55	10 48 18	44.28	172.46	44.17	N 48 51 01 W
56	17 21 23	48.75	160.83	48.56	N 57 18 43 E
57	17 41 31	49.08	160.83	48.88	N 74 48 26 E
58	6 40 34	19.02	180.83	19.01	N 48 12 41 E
59	9 40 15	19.04	115.40	19.02	N 48 43 58 E
60	58 43 20	134.78	132.40	128.93	N 61 52 21 E
61	36 37 28	169.98	248.83	166.98	S 41 28 18 E
62	26 08 08	111.77	248.83	110.82	S 10 18 32 E
63	48 56 41	48.82	60.00	47.52	N 51 00 26 W
64	40 44 49	43.41	60.36	42.48	S 76 09 21 W
65	40 44 44	43.41	60.00	42.48	S 35 28 28 W
66	49 16 44	49.41	60.00	48.08	S 20 24 08 E
67	86 31 34	87.18	60.00	54.18	S 78 02 17 E
68	9 04 07	60.18	380.28	60.13	S 12 36 38 W
69	18 04 46	60.16	380.28	60.01	S 28 11 09 W
70	9 48 27	60.23	380.28	59.16	S 43 36 36 W
71	70 09 50	91.23	60.00	57.47	N 88 48 47 E
72	72 30 07	37.98	60.00	37.25	N 18 18 32 W
73	42 30 27	37.09	50.00	36.25	N 30 07 50 W
74	24 48 14	21.66	50.00	21.48	N 03 47 40 W
75	5 50 34	40.84	416.05	40.82	N 11 02 21 E
76	85 04 05	66.63	150.00	65.11	S 36 31 22 E
77	7 43 15	20.21	150.00	20.20	S 16 07 42 E
78	5 53 44	64.17	350.83	64.07	S 10 56 43 E
79	15 35 28	97.52	358.83	97.29	S 01 10 24 W
80	4 49 34	30.21	358.83	30.20	S 11 32 58 W
81	24 58 52	64.07	150.00	63.58	S 12 12 42 E
82	43 56 40	38.34	50.00	37.43	S 56 50 00 W
83	43 56 48	38.34	50.00	37.40	S 13 04 12 W
84	43 56 48	38.34	50.04	37.46	S 31 01 36 E
85	61 21 38	71.66	100.83	71.65	S 07 59 40 E
86	14 46 00	48.36	188.83	48.17	S 25 38 34 E
87	3 51 48	12.72	188.80	12.72	S 34 52 18 E
88	30 50 04	28.18	50.83	25.68	S 25 58 58 W
89	41 32 22	36.29	50.00	35.48	S 26 56 57 E
90	41 32 22	36.25	50.02	35.46	S 71 52 39 E
91	41 32 22	36.25	50.02	35.46	N 67 09 09 E
92	25 28 48	22.15	50.00	21.97	N 33 37 33 E
93	17 45 24	44.52	144.83	44.34	N 15 10 58 E
94	8 19 06	20.76	144.83	20.77	N 52 13 10 E
95	53°12 47	50.00	50.12	N 64°35 54 W
96	0°05 47	0.84	350.29	S 46°02 42 W

NOTES
1) TMS NO 081-00-00-094
2) REFERENCE PLAT BY PRECISION LAND SURVEYING CO DATED 11/21/85
3) REFERENCE PLAT BY KEITH RUDDY P.S. BE PAGE 144
4) THIS PLAT SUBMITTED FOR PRESELLING UNDER THE IRREVOCABLE LETTER OF CREDIT PROVISION OF THE SUBDIVISION REGULATIONS
5) APPROVAL OF THE PLAT DOES NOT AUTHORIZE OCCUPANCY
6) APPROVAL OF THIS PLAT IN NO WAY OBLIGATES THE COUNTY OF CHARLESTON TO ACCEPT FOR CONTINUED MAINTENANCE ANY OF THE ROADS OR EASEMENTS SHOWN HEREON
7) THE 60' DRAINAGE EASEMENT AROUND THE PERIPHERY SHALL BE 90' WITHIN THE PROPERTY AND 40' TOWARDS THE LAKES
8) THE 25' DRAINAGE EASEMENTS SHALL BE 10' EACH SIDE OF THE PROPERTY LINE UNLESS OTHERWISE NOTED
9) DURATION OF APPROVAL SHALL BE FOR ONE YEAR
10) WATER SUPPLY WILL BE FURNISHED BY THE BULLS BAY WATER AUTHORITY. THE DEVELOPER HAS AGREED TO EXTEND NECESSARY WATER SUPPLY TO SERVE PROJECT
11) SEWAGE DISPOSAL WILL BE FURNISHED BY MT PLEASANT WATERWORKS & SEWAGE COMMISSION
12) THE STREET SHALL BE PUBLIC AND DESIGNED & CONSTRUCTED IN ACCORDANCE WITH CHARLESTON COUNTY ROAD CODES
13) THE PUBLIC DRAINAGE (SHADED) SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT EDITION OF THE COUNTY ROAD CODE. THE PROPOSED PRIVATE DRAINAGE SYSTEM (UNSHADED) SHALL BE DESIGNED IN ACCORDANCE WITH COUNTY ROAD CODE BUT WITH MODIFICATIONS
14) OWNER R & C ENTERPRISES INC
15) NO STRUCTURE, FENCE, DOCK OR OTHER OBSTRUCTION IS ALLOWED WITHIN THE 60' EASEMENT AROUND LAKE
16) FINAL APPROVAL CANNOT BE OBTAINED UNTIL ALL ITEMS COVERED BY THE LETTER OF CREDIT HAVE BEEN COMPLETED AND APPROVED
17) FURTHER SUBDIVISION OF THE PROPERTY UNDER REVIEW WILL NOT BE GIVEN FAVORABLE CONSIDERATION UNTIL FINAL APPROVAL HAS BEEN OBTAINED FOR THESE LOTS

I KEITH K RUDDY A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH CAROLINA HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN HEREON THAT THIS PLAT SHOWS ITS TRUE DIMENSIONS THAT ALL NECESSARY MARKERS HAVE BEEN INSTALLED AND THE PRECISION OF THE SURVEY IS 1/10,000

KEITH K RUDDY R L S REG NO 8478

SOUTH CAROLINA REGISTERED LAND SURVEYOR 8478 KEITH K RUDDY

PRECISION LAND SURVEYING CO

PLAT
SHOWING

EAST CROSSING SUBDIVISION

LOTS 1-65
PORTION
OF A 52.98 ACRE TRACT, OWNED BY RAC ENTERPRISES, INC
CHRIST CHURCH PARISH, CHARLESTON COUNTY, S C
SCALE: 1" = 60'
AUG 3, 1986

SCALE IN FEET

SHEET 3 OF 4

Charleston, South Carolina
Office of Register Mesne Conveyance

Plat recorded this 26 day of May 19 84 at 3:52 o'clock in Plat Book C-5 Page 47 on mylar cloth copy filed in file Drawer 2 Folder Ca Drawing No. 11 Original plat (a duplicate print) delivered to Charleston County Planning Board

Robert N King

Register Mesne Conveyance

PG 389

347

SHEET 1 OF 4

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	08 05 03	80 00	31 36	34 57	45 31	S 67 33 35 W
2	20 58 45	843 11	87 46	44 21	86 89	S 51 47 35 E
3	28 06 24	150 00	88 35	34 78	87 78	S 49 02 48 E
4	15 55 19	150 00	41 80	20 34	41 13	S 44 27 09 E
5	19 12 08	678 85	226 85	114 48	225 77	S 43 18 40 E
6	30 07 00	347 78	209 58	104 93	106 18	S 28 20 20 E
7	35 19 02	181 40	110 34	57 42	108 20	S 29 49 32 W
8	23 00 28	377 88	151 63	69 85	153 05	S 19 44 45 W
9	62 38 48	20 00	20 95	17 98	28 41	N 58 22 03 E
10	41 14 22	958 78	397 86	208 62	388 55	N 11 37 49 E
11	25 05 26	317 88	138 74	70 48	137 65	N 19 44 45 E
12	20 19 02	321 40	151 38	76 77	149 62	N 20 48 32 E
13	80 07 00	87 78	122 88	73 77	113 02	N 08 26 58 E
14	26 00 42	618 60	280 05	142 47	277 69	N 48 42 57 W
15	79 43 38	20 00	27 84	16 71	25 64	S 80 24 11 W
16	69 47 40	140 50	228 47	141 38	203 40	S 02 02 19 E
17	48 59 41	20 06	17 45	9 33	16 96	S 71 15 51 E
18	278 59 23	80 00	244 34	41 02	84 97	S 43 48 08 W
19	49 59 41	20 06	17 45	9 33	16 90	N 21 16 10 W
20	88 47 40	188 50	292 21	188 84	274 19	N 02 18 10 W
21	01 27 14	30 00	31 89	20 92	28 84	N 05 12 17 W
22	12 55 58	343 11	77 44	38 98	77 27	N 44 08 16 W
23	05 23 17	30 00	44 71	27 86	48 69	N 80 42 00 W
24	8 24 48	150 00	22 48	11 25	22 44	S 48 16 37 E
25	8 28 24	150 00	21 63	10 84	21 61	S 48 14 38 E
26	5 04 45	870 63	71 22	35 64	71 18	S 48 59 51 E
27	7 27 17	678 85	88 06	44 06	88 00	S 43 00 00 E
28	5 43 28	678 85	67 85	33 90	67 82	S 38 34 09 E
29	33 08 28	147 78	89 83	36 28	88 27	S 22 08 17 E
30	8 33 40	147 78	84 03	42 03	84 88	S 47 37 03 E
31	88 44 48	147 78	68 85	39 72	68 27	S 10 21 08 W
32	24 41 04	147 78	63 86	32 33	83 16	S 34 04 01 W
33	84 17 48	181 40	88 44	34 74	87 89	S 34 19 42 W
34	14 58 18	181 40	41 80	21 07	41 78	S 14 40 40 W
35	11 54 42	377 88	79 80	39 91	79 63	S 13 01 52 W
36	13 26 49	377 80	88 07	44 49	88 27	S 26 32 07 W
37	7 52 52	492 78	67 78	33 85	67 73	S 29 19 34 W
38	10 14 44	492 78	88 48	44 18	88 00	S 19 14 48 W
39	10 28 43	482 78	90 13	45 18	90 00	S 08 58 02 W
40	14 28 48	492 78	100 17	50 29	100.00	S 02 10 43 E
41	11 36 48	492 78	100 17	50 28	100 00	S 13 48 32 E
42	7 47 58	482 78	87 08	43 60	87 03	S 23 32 54 E
43	15 12 10	397 84	55 18	27 76	55 01	N 88 03 21 E
44	7 46 48	562 78	75 08	37 58	75 00	N 06 05 59 W
45	9 48 07	562 78	88 88	42 83	88 80	N 11 58 55 E
46	8 17 57	552 78	80 07	40 11	80 00	N 11 45 35 E
47	9 54 13	552 78	89 42	42 86	89 34	N 20 20 05 E
48	7 29 18	582 78	72 85	36 18	72 80	N 28 39 21 E
49	10 17 43	317 88	90 41	45 51	90 10	N 22 48 27 E
50	7 58 05	317 88	41 98	20 98	41 90	N 10 57 35 E
51	13 52 03	321 40	48 72	24 97	48 58	N 13 48 32 E
52	21 07 20	321 40	81 82	41 26	81 18	N 88 40 14 E
53	5 16 28	924 45	90 04	16 91	89 90	N 45 48 14 E
54	60 26 54	87 73	92 84	51 00	88 34	N 18 11 38 E
55	19 41 16	87 72	30 19	15 22	30 03	N 21 11 57 W
56	4 09 47	910 83	44 82	22 42	44 81	N 25 47 26 W
57	10 13 04	816 83	110 00	55 15	109 85	N 42 58 54 W
58	11 37 51	810 83	125 84	62 82	125 00	N 08 14 22 W
59	54 37 36	148 50	143 42	77 76	137 87	S 13 08 52 W
60	31 80 04	148 50	93 08	48 63	92 09	S 30 20 58 E
61	89 29 31	50 00	78 86	44 82	88 90	S 84 30 08 E
62	58 08 15	50 00	49 08	25 80	45 02	S 19 58 27 W
63	53 28 15	50 00	46 88	25 20	45 00	S 87 27 42 W
64	47 09 33	50 00	41 08	21 82	43 90	N 52 13 50 W
65	42 21 58	50 00	36 97	19 35	36 14	N 17 37 19 W
66	18 38 44	108 50	84 81	32 89	84 52	N 38 57 38 W
67	83 07 57	128 50	80 65	46 83	86 59	N 10 09 17 W
68	18 45 03	108 50	85 28	32 84	85 08	N 04 51 14 E
69	33 25 33	108 50	81 57	41 96	81 06	N 25 58 53 E

LINES & CURVES SHEET 2 OF 4

LINE	BEARING	DISTANCE
1	S 50 38 01 W	78 87
2	S 27 10 43 E	78 98
3	S 27 08 48 E	91 08
4	S 48 21 18 E	95 158
5	S 13 41 29 W	78 01
6	S 32 34 28 W	110 20
7	S 27 84 29 W	97 84
8	S 38 11 21 W	71 88
9	S 50 08 56 W	83 88
10	N 49 22 30 W	90 91
11	N 19 15 52 W	28 74
12	N 44 05 11 W	48 78
13	N 48 18 18 W	40 33
14	N 68 09 09 W	81 85
15	N 57 20 19 W	89 00
16	S 27 29 52 E	102 51
17	S 48 20 45 W	87 88
18	S 18 48 31 W	91 88
19	N 49° 40 38 E	91 89
20	N 48 28 45 E	87 89
21	N 37 28 58 W	102 51
22	N 38 01 40 E	88 00
23	N 68 09 42 E	102 00
24	N 00 00 42 E	80 00
25	N 47 11 08 E	78 00
26	N 33 25 40 E	89 82
27	N 33 25 40 E	89 82
28	N 38 25 40 E	11 95
29	S 21 55 35 W	85 85
30	S 48 37 04 W	78 00
31	S 10 21 08 W	88 80
32	S 34 04 01 W	87 86
33	N 78 39 18 E	91 78
34	N 50 48 15 E	78 00
35	N 48 18 48 E	80 00
36	N 40 07 08 E	88 00
37	N 14 58 88 E	88 00
38	N 23 48 18 W	80 00
39	N 77 48 80 E	80 00
40	S 67 11 30 E	80 00
41	S 18 48 31 W	22 88
42	N 88 58 48 E	18 30
43	N 38 51 58 E	91 21

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	83 31 47	214 88	318 18	191 78	288 18	S 44 18 48 W
2	8 88 40	848 53	108 80	54 43	108 47	S 31 18 35 W
3	42 52 05	198 45	142 48	74 77	138 18	S 07 54 48 W
4	78 04 18	20 00	24 03	14 15	22 51	S 84 03 48 W
5	178 58 58	50 00	157 08	0 00	100 00	N 71 13 30 W
6	78 05 00	20 00	24 45	14 03	22 97	N 18 18 18 E
7	197 58 12	103 38	183 88	140 88	188 88	N 02 23 37 E
8	30 09 02	285 84	143 78	73 88	142 08	N 40 40 11 E
9	48 28 48	257 84	175 84	92 03	170 74	N 48 25 03 E
10	82 39 40	20 00	28 85	17 58	28 41	N 82 50 02 E
11	82 12 45	130 45	187 18	119 82	171 52	N 87 38 08 E
12	8 58 48	708 53	118 05	59 48	110 51	N 51 18 23 E
13	83 31 17	154 80	226 88	138 21	206 29	N 14 18 48 E
14	8 85 40	582 78	81 31	40 78	81 24	N 29 14 02 W
15	88 08 10	20 09	31 18	88 71	28 07	N 88 88 47 W
16	48 38 58	147 84	180 45	83 70	117 15	S 48 30 08 W
17	30 58 88	328 84	178 81	80 32	174 87	S 45 40 11 W
18	107 38 17	43 88	81 54	88 11	88 88	S 82 28 37 W
19	11 38 48	402 78	180 17	50 28	180 80	N 28 48 32 E
20	7 47 35	492 78	87 08	33 88	87 03	S 28 32 54 E
21	8 48 88	214 80	88 58	12 88	88 88	S 24 08 18 E
22	20 05 22	214 80	78 88	88 88	75 00	S 8 18 34 E
23	24 21 27	214 80	91 31	48 38	90 83	S 11 30 32 W
24	18 81 35	214 80	83 23	31 84	83 00	S 32 18 14 W
25	15 28 13	214 80	87 82	28 88	87 48	S 48 28 18 W
26	7 48 50	848 53	80 07	44 18	88 88	S 82 11 00 W
27	5 45 58	848 53	20 88	10 27	20 83	S 47 38 18 W
28	25 47 29	180 45	82 72	48 80	88 80	S 82 15 28 W
29	14 11 47	180 45	47 19	23 72	47 07	S 82 14 57 W
30	58 48 50	98 00	81 28	88 12	48 08	N 48 08 18 W
31	72 44 15	58 00	88 48	38 82	88 38	N 88 07 51 W
32	48 32 14	50 00	42 38	82 84	41 18	N 08 88 07 W
33	58 20 03	103 38	78 88	48 11	78 88	N 28 21 82 W
34	48 18 87	103 38	72 48	37 88	74 88	N 18 43 88 E
35	17 21 88	103 38	31 18	18 77	31 18	N 47 38 88 E
36	17 88 28	285 84	88 17	41 88	88 83	N 43 11 58 E
37	13 03 35	288 84	88 58	38 48	88 48	N 31 42 27 E
38	8 18 48	837 84	38 08	18 88	38 82	N 88 18 08 E
39	84 88 47	207 84	88 72	48 88	88 88	N 48 57 72 E
40	15 12 10	207 84	85 18	87 78	88 84	N 88 03 21 E
41	7 48 48	552 78	78 88	37 88	73 88	N 88 05 88 W
42	9 48 07	552 78	85 88	42 81	85 88	N 88 11 58 E
43	2 52 00	325 84	22 88	11 81	22 88	N 84 13 38 E
44	12 01 48	325 84	78 15	88 73	73 88	N 48 81 42 E
45	10 53 88	325 84	88 88	30 12	88 82	N 34 88 48 E
46	3 41 11	325 84	20 86	10 48	20 88	N 27 01 18 E
47	7 11 88	892 78	88 81	34 78	88 37	S 22 88 48 E
48	36 38 20	154 80	103 84	84 08	102 00	S 04 36 08 E
49	41 89 48	154 80	111 73	88 41	108 30	S 38 24 00 W
50	7 10 85	708 53	88 84	44 38	88 58	S 82 88 32 W
51	2 25 34	708 53	88 00	15 00	88 88	S 47 41 32 W
52	51 05 48	128 45	118 81	82 34	112 50	S 72 81 20 W
53	31 07 28	198 45	78 87	38 31	78 85	N 88 82 17 W

CONDITIONAL APPROVAL

PRE-SELLING PERMITTED
UNDER BONDING & SURETY PROVISIONS

For CLERK CHARLESTON COUNTY COUNCIL

DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD

11520-A — APPLICATION #

AUG 29 1984 — DATE

(SHEET 4 OF 4)

LINE TABLES & CURVE TABLES FOR CROWN POINT SUBDIVISION

SOUTH CAROLINA — Registered — 865 — 80 9428 — LAND SURVEYOR — KEITH K. RUDDY

SHEET 4 OF 4

CHARLESTON COUNTY, SC

Site Provided by... governmax.com 1.14

Overview

Property ID (PIN) 1 of 1

Records
- **Overview**
- Parcel
- Land
- Improvements
- Sales Disclosure
- Pay Taxes

Search by
- **Property ID (PIN)**
- Street Address
- Legal Description
- Sales
- Owner Name

Menu
- Homepage
- **Real Property**
- Personal Property
- Motor Vehicle
- Shopping Cart
- Help
- Feedback

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
5610100093		RIFLE RANGE RD, MOUNT PLEASANT	8/21/2018	2018	2017

Current Parcel Information

Owner	RAVEN'S RUN HOMEOWNERS ASS	Property Class Code	742 - HOA-PROP
		Acreage	46.0000
Owner Address	1414 OMNI BLVD B MT PLEASANT SC 29466-8850		
Legal Description	Subdivision Name -RAVENS RUN Description -LAKES,PARKS,AIRCRAFT TIE DOWN,RUNWAY,WALKWAY,ETC. Site Name -RAVENS RUN PlatSuffix BN-191 PolTwp 002		

Historic Information

Tax Year	Land	Improvements	Market	Taxes	Payment
2017	$5,400		$5,400	$86.00	$86.00
2017	$5,400		$5,400	$170.81	$170.81
2017	$5,400		$5,400	$217.80	$217.80
2016	$5,400		$5,400	$168.18	$168.18
2016	$5,400		$5,400	$86.00	$86.00
2015	$5,400		$5,400	$164.73	$164.73
2015	$5,400		$5,400	$86.00	$86.00
2014	$5,400		$5,400	$86.00	$86.00
2014	$5,400		$5,400	$163.36	$163.36

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
RAVENS RUN HOMEOWNERS	R163 134	1/5/1987	Ge		$1
RAC ENTERPRISES INC	E150 875	12/11/1985	Ge		$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Bedrooms	Finished Sq. Ft.	Improvement Size
R01	DWELL	Dwelling	1986	1.54	03	1,278	
C01	HEALTH	Health Club	1986	0	0	2,518	
C01	COMCNPYG	Commercial Canopy - Good	1986	0	0		1,844
C01	UTLSHED	Residential Shed - Small Util	1987	0	0		1,200
C01	WALKWAY	Dock Walkway	1987	0	0		2,744
C01	HOTTUB	Residential Hot Tub	1987	0	0		1
C01	TENNISS	Tennis Courts - Standard	1987	0	0		2
C01	POOL	Residential Pool In Ground	1987	0	0		1,000

Charleston County makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. All data is subject to change.

Print Print List First Previous Next Last

CHARLESTON COUNTY
Auditor
Peter Tecklenburg

* MAIN MENU
* EXIT

Parcel ID	Sub-Division	Tax District
5610500145	EAST CROSSING	21, Town of Mt. Pleasant

Legal Description : GREEN AREAS & LAKES
Acreage **High :** 10.14 **Marsh :** 0 **Swamp :** 0 **Water :** **Total :** 10.14 **Jurisdiction :** CNTY-ASSESSR
Property Address : EAST CROSSING LN
Mailing Address : PO BOX 63, ISLE OF PALMS- SC, 29451-0063

Current Owner - 1	Current Owner - 2	Owner 1 as of Jan 1	Owner 2 as of Jan 1	Deed	Deed Date	Sale Date	Sale Price
-	-	EAST CROSSING CROWN	POINT ASSOC INC	C392-756	12/27/2001	12/18/2001	$5
EAST CROSSING CROWN POINTE ASSOC INC	-	RAC ENTERPRISES INC	-	Y346-120	05/04/2000	02/15/2000	$5

CARD IMAGE | PLAT COMMENT | OWNER COMMENT

For Plat Comment and Owner Comment information on plats and deeds recorded prior to 01/05/2004, please click on Card Image button.

Basic deed transfer information is complete back to 1991.
For records and transactions preceding that date, please click on Card Image button.

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REAL PROPERTY RECORD

CHARLESTON COUNTY, S. C.

1.	T. M. No. 561 — 01 — 00 LOT GB	GEOGRAPHICAL AREA AWENDAW						TAX DISTRICT NO. 12	
2.	TITLE OF OWNERSHIP	DATE OF MO. DAY YR.	DEED BOOK	DEED PAGE	$ INDICATED PURCHASE PRICE	CODE	MAILING ADDRESS:		
3.	R.A.C. ENTERPRISES, INC. (1)	10-3-84	L140	746					
4.	RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.	12-11-85	E150	875			208 Charing Row, Mt. Pleas. SC 29464		X
5.									
6.									
7.									
8.									
9.									

10. PROPERTY LOCATION: SUBDIVISION: RAVENS RUN

11. Lot | Block | Tract No. | Parcel No. | Other LAKES, ~~PARKS, AIRCRAFT TIE DOWN, RUNWAY~~, WALKWAY, ISL. AND AMENITY AREA

12. ACREAGE: High Land | Marsh Land | Total Acres | ACREAGE TAKEN FROM: DEED ( ), PLAT (X), COMPUTATIONS ( )

13. MEASUREMENTS: Road Frontage X | X | X | X | X | X | X

14. PLATS RECORDED IN: BL-57, Z159-504, BN-20, G162-321, BN-191, B167-335

15. COPY OF CURRENT PLAT IN TAX MAP WORK SHEET FOLDER X

16.	YEAR ASSESSMENT FOR:	1985									
17.	LAND ASSESSMENT $										
18.	BUILDING ASSESSMENT $										
19.	TOTAL ASSESSMENT $	*									
20.	NUMBER OF BUILDINGS										X
21.	TOTAL APPRAISED VALUE $										

COMPUTERIZED
JUN 23 1986
BY NO
6-23-87 CHECKED
10-21-87 7-16-88 4-18-94
3/21/88 008 1 BSC

22.	BUILDING PERMIT ISSUING AUTHORITY	PERMIT NUMBER	DATE OF MO. DAY YR.	DESCRIPTION OF WORK	$ ESTIMATED COST AS TAKEN FROM PERMIT	1960-68 TAX MAP CODE
23.						TMS BLOCK LOT
24.						
25.						"X" IN LAST COLUMN, SEE REVERSE SIDE FOR ADDITIONAL REMARKS

LINE# 19-Separated from 561-0-0-31 and 80 per Plats BG-52, 53 and 54 for 1986. Previously assessed in 561-0-0-31 (194.15 ac. High and 127.72 Ac. Marsh = Total of 321.87 acs) and 561-0-0-80 (59.13 ac. high and58.5 ac. Marsh = Total of 117.63 acs., SE Rifle Range Rd. pt. High) jwc 5-27-86

LINE# 4--Deed is for 561-1-0-93 561-0-0-31 and 80 jwc 5-27-86

ByyDeed R163-134 RAC Enterprises, Inc. conveys to Raven's Run Homeowners Association, Inc. Also adding Plat BL-57 per mapping. bt 10-20-87

LINE #14--cont., BG-52, A150-5, BG-53, A150-4, BG-54, A150-8, BJ-135, C156-394, BJ-136, D156-473, BJ-137, C156-396. 3-21-88 sb

LINE #12--Previously mapped as lakes, parks, aircraft, tie down, runway, walkway, island, and amenity area. By plat CO-88, subdivided 7.74 ac for park, aircraft, tie down, runway. See TMS# 561-01-00-098 for 1994. 3/4/94 cdf

No use may be made by any owner, family member or invitee of lake systems of Raven's Run Subdivision which abut Lots 37E through 66E of Crown Pointe; this total prohibition of use shall specifically include boating, swimming and fishing. The portion of land between the rear lot lines of such lots and the water line of the Raven's Run lakes is owned by the Raven's Run Homeowners Association, Inc.

No owner shall discharge, in concentrated forms, any substance in said bodies of water. No owner shall allow any boats, toys, trash or debris of any type to be placed or remain in any bodies of water. [The deed to the East Crossing/Crown Pointe Association, Inc. shall contain provisions that shall restrict use of said bodies of water only to employees or agents of the Association, solely for the purpose of cleaning, repair or maintenance.

27. DURATION OF DEVELOPER'S RIGHTS

The Developer does hereby reserve unto itself the sole and exclusive right of contact, approval, etc. of all fences, outbuildings, location variances, etc. for a period of five (5) years from the date hereon or at such earlier date as the Developer shall construct and convey to ultimate purchasers all lots herein covered by these Restrictions.

28. DELIVERY OF PAPERS AND INSTRUMENTS

All papers and instruments required to be filed with or submitted to the Developer shall be delivered personally or sent by Certified Mail to RAC Enterprises, Inc., P. O. Box 663, 2183 Highway 17 North, Mt. Pleasant, South Carolina 29464.

WITNESS the Hand and Seal of the Developer signed by the appropriate Officer thereunto duly authorized, this 29th day of August, 1986.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Bettie Jean C. Kelly

Bobby B. Kelly

RAC ENTERPRISES, INC.

BY: Paul E. Pack
PAUL E. PACK

Its: President

[7]

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE is made as of the 20th Day of November, 2018, by and between Raven's Run Homeowner's Association, Inc. (hereinafter referred to as "RELEASOR" or "Raven's Run") and Crown Pointe Association, Inc. (hereinafter "RELEASEE" or "Crown Pointe"). Both the Releasor and the Releasee are hereinafter collectively referred to as the "Parties."

WHEREAS, Raven's Run and Crown Pointe are residential developments located in Mt. Pleasant, South Carolina, and sharing a boundary along several individual lots along Omni Drive in the Raven's Run subdivision and Diamond Boulevard in the Crown Pointe subdivision;

WHEREAS, the area between the respective lots of each neighborhood is currently subject to a drainage easement and partially covered by a lake;

WHEREAS, Raven's Run claims ownership over certain real property behind Crown Pointe homeowner lots 37E through 66E and abutting the drainage lake;

WHEREAS, Raven's Run has instituted a civil action in the Charleston County Court of Common Pleas, South Carolina, styled Raven's Run Homeowners Association, Inc. v. Crown Pointe Association, Inc, *et al*, 2016-CP-10-00473, naming as Defendants Releasee and all homeowners of record for Crown Pointe lots 37E through 66E;

WHEREAS, in the aforesaid civil action Raven's Run has alleged that Releasee is liable, among other things, for failing to enforce its covenants and in otherwise failing to prevent interference with property rights allegedly held and owned by Raven's Run.

WHEREAS, Crown Pointe denies any and all liability arising out of the allegations of the Complaint and Amended Complaint filed by Releasor in the above-referenced action, and in particular part does not make any admission as to Releasor's ownership of, rights to, or control over any property behind and abutting Lots 37E through 66E of Crown Pointe and strictly denies any liability of Crown Pointe arising out of the alleged conduct or actions of its individual homeowners; and

WHEREAS, all Parties hereto desire to fully, finally and forever compromise and settle all past, present, and future claims of Releasor against Releasee, including but not limited to all claims which were raised or could have been raised in the above-referenced action (No. 2016-CP-10-00473) and any future claims that may or may not arise out of the future conduct of any current or future Crown Pointe homeowners or their guests, family members, invitees, trespassers, tenants, property managers, agents, contractors, successors, heirs, or assigns;

3. RELEASEE agrees not to object to or interfere with RELEASOR's use of any public right-of-way or access easement affecting Crown Pointe Lots 37E through 66E, as recorded on Plat BK-001 and Plat BK-002, to the extent necessary to access any property owned by Raven's Run not otherwise immediately accessible. Provided, however, that the Parties acknowledge that RELEASEE does not own or control the private lots subject to the recorded access easements. Further provided, however, that RELEASOR shall endeavor in good faith to give Crown Pointe Association reasonable notice of the access easements it intends to utilize prior to use, and shall complete all necessary work, replenishment, rehabilitation, and/or replanting on any Raven's Run property accessed via the easements within 30 days of its first access.

It is the intent and agreement of the Parties that RELEASOR's use of any public rights-of-way and access easements of Crown Pointe is contingent on a final court Order determining that Raven's Run holds an ownership interest in the property behind Lots 37E through 66E of Crown Pointe and abutting the drainage lake. A "final" court Order is an unappealed Order of a Court of South Carolina definitively determining and describing the existence and extent of any Raven's Run ownership rights or property interests in the area behind Lots 37E through 66E of Crown Pointe.

4. The Parties hereby acknowledge that this settlement is in compromise of a disputed claim and that the payment referenced in Paragraph 1 is not intended to be construed as an admission of liability on the part of RELEASEE, but is entered into solely in order to avoid further litigation.

5. The Parties hereby acknowledge that this compromise and settlement is and shall be a complete bar to any subsequent action or proceeding to set aside or vacate this instrument because of a mistake in fact or otherwise.

6. The undersigned Parties declare and represent that they have read this Settlement Agreement and Release, and acknowledge that no promise, inducement, or agreement not herein expressed has been made to them and that this instrument contains the entire agreement between the parties hereto and that the terms of this instrument are contractual and not a mere recital, and further, that if any paragraph or part of this Settlement Agreement and Release is found void or unenforceable, the remainder of this instrument shall not be affected.

7. This instrument shall be binding on all the Parties, successors in interest, heirs, purchasers, and assignees.

8. This Agreement shall be construed in accordance with the laws of the State of South Carolina.

WITNESS our hands and seals the day and year first above written.

RELEASOR:

RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.

_____

By:_____

Its:_____

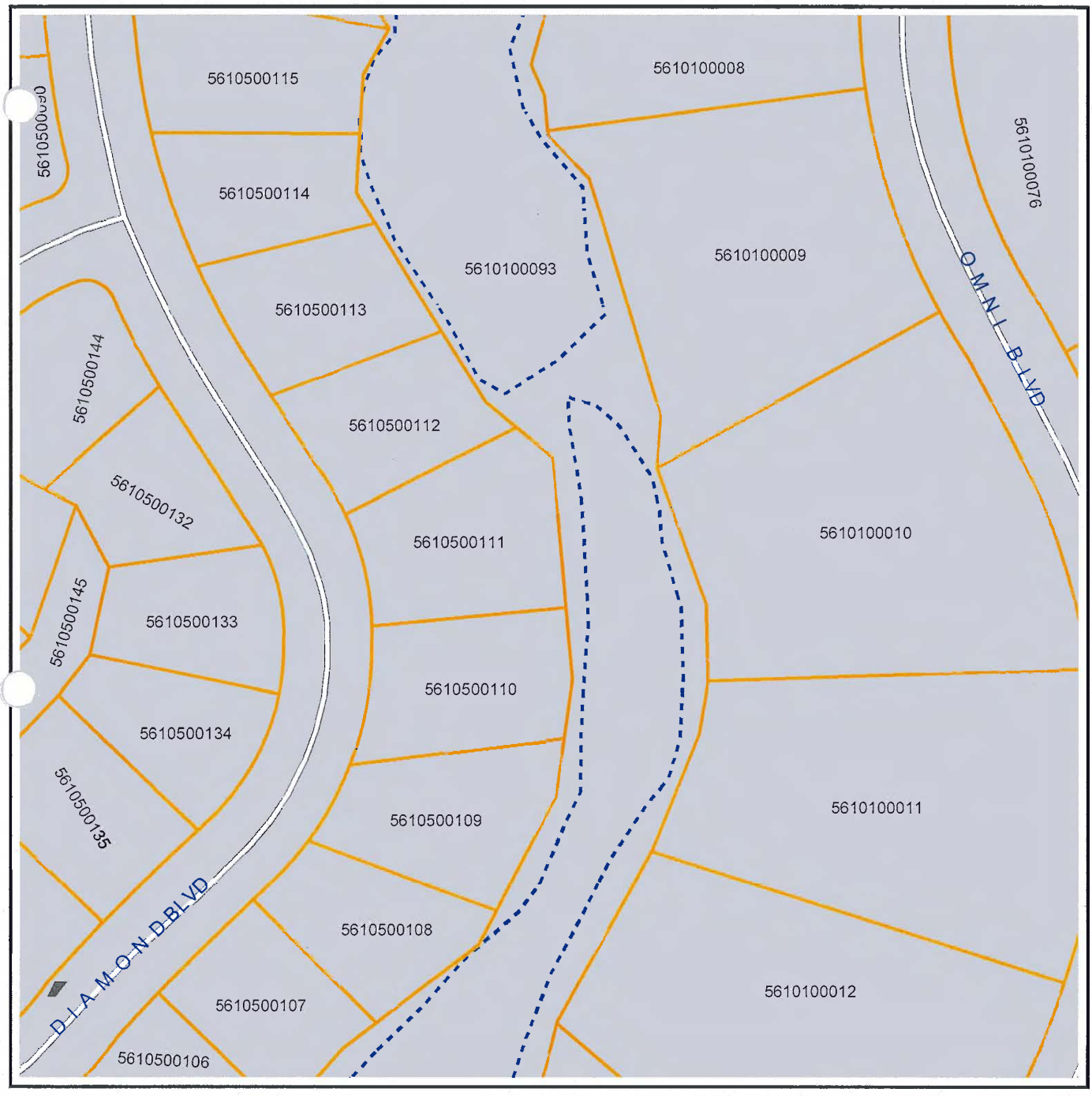
RELEASEE:

CROWN POINTE ASSOCIATION, INC.

Kathleen A. Massey

By: KATHLEEN A. MASSEY

Its: President



Charleston County SC

0 55 110 220 Feet

1 inch = 90 feet

CHARLESTON COUNTY SOUTH CAROLINA

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Author: Charleston County SC
Date: 8/9/2018

TMS 561-05-LC-145

STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON Raven's Run Homeowners Association, Inc., Plaintiff, vs. Crown Pointe Association, Inc., Lois K. Novak as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron, James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr., and Barbara Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Frankling Wooten, III, and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Springer a/k/a Shirly Deanna Springer; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr., and Terry W. Graves; Mary Elizabeth Gladden; Philip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr., and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully; Defendants.	IN THE COURT OF COMMON PLEAS CASE NO. 2017-CP-10-00473 **AFFIDAVIT OF ROBERT A. CAUSEY**

FILED
2019 JAN -4 PM 2:37
JULIE J. ARMSTRONG
CLERK OF COURT
BY
68

PERSONALLY APPEARED BEFORE ME Robert A. Causey, who, being duly sworn, alleges and states as follows:

1. I am over the age of twenty-one years.

2. I make this affidavit on my own personal knowledge and not under any information and belief.

3. I was an officer, agent, shareholder, and incorporator of RAC Enterprises, Inc., ("RAC") in 1971.

4. I conducted the affairs of RAC from 1971 until RAC was dissolved in 1987.

5. RAC was the developer of the Ravens Run subdivision in Mount Pleasant, South Carolina.

6. RAC was the developer of the Crown Pointe subdivision in Mount Pleasant, South Carolina.

7. The original Plat for Ravens Run Phase 1 shows Ravens Run in its entirety.

8. That Plat shows the property that we would later develop as Crown Pointe.

9. That Plat shows the word "LAKE" in the area between the rear lot lots of Ravens Run and the drainage easement on the Crown Pointe side.

10. On December 10, 1985, RAC executed its deed recorded in Book E150 at Page 875 in which all "strips of land" and "bodies of water" were conveyed to the Ravens Run Homeowners Association, Inc., by RAC.

11. It was always my intent and the intent of RAC to convey all lakes and land abutting the lakes to the Ravens Run Homeowners Association, Inc., which I actually conveyed by deed recorded in Book E150 at Page 875.

12. There was also a deed executed by RAC on January 5, 1987, recorded in Book R163 at Page 134 which showed the final phase of Ravens Run which stated "all lakes or bodies of water, saving and excepting those which are excluded within specific residential lot lines" were to be

conveyed to Ravens Run Homeowners Association, Inc., by deed and by dedication by plat, all of which are actually one contiguous body of water.

13. The original conditional plat of the Crown Pointe neighborhood from August, 1986, showed 52.98 acres.

14. That plat did not attempt to convey any of the lakes or bodies of water to Crown Pointe or its owners.

15. The Covenants for Crown Pointe, for which RAC was the Declarant, established that the Crown Pointe owners did not own the properties past their rear lot lines and did not own the bodies of water.

16. The Covenants prohibit the Crown Pointe owners from using the lakes behind their rear lot lines.

17. Each owner at Crown Pointe took title to property subject to those Covenants.

18. Those Covenants also established that the rear lot lines at Crown Pointe do not go to the bodies of water, and, in fact, end well before reaching the lakes and that strip of land between the lakes and the rear lots lines belongs to the Ravens Run Homeowners Association, Inc.

19. In that Quitclaim Deed recorded in Book C392 at Page 756, RAC conveyed only those "lakes" and "green areas" that were within Crown Pointe to the East Crossing-Crown Pointe Association, Inc.

20. Those "lakes" and "green areas" are only those within Crown Pointe and are not the same lakes, fingers, coves and other bodies of water which RAC conveyed to the Ravens Run Homeowners Association, Inc., and which RAC always intended for the Ravens Run Homeowners Association, Inc., to own, use, maintain, and keep as property for the homeowners in Ravens Run, and

FURTHER THE AFFIANT SAYETHT NOT!

_____, 2018

Robert A. Causey

SWORN TO before me this
27th Day of December, 2018

Notary Public for South Carolina
My Commission Expires: 6/20/22

CHARLESTON COUNTY
Auditor
Peter Tecklenburg

- MAIN MENU
- EXIT

Parcel ID	Sub-Division	Tax District
5610500145	EAST CROSSING	21, Town of Mt. Pleasant

Legal Description : GREEN AREAS & LAKES
Acreage **High :** 10.14 **Marsh :** 0 **Swamp :** 0 **Water :** **Total :** 10.14 **Jurisdiction :** CNTY-ASSESSR
Property Address : EAST CROSSING LN
Mailing Address : PO BOX 63, ISLE OF PALMS- SC, 29451-0063

Current Owner - 1	Current Owner - 2	Owner 1 as of Jan 1	Owner 2 as of Jan 1	Deed	Deed Date	Sale Date	Sale Price
-	-	EAST CROSSING CROWN	POINT ASSOC INC	C392-756	12/27/2001	12/18/2001	$5
EAST CROSSING CROWN POINTE ASSOC INC	-	RAC ENTERPRISES INC	-	Y346-120	05/04/2000	02/15/2000	$5

CARD IMAGE | PLAT COMMENT | OWNER COMMENT

For Plat Comment and Owner Comment information on plats and deeds recorded prior to 01/05/2004, please click on Card Image button.

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REAL PROPERTY RECORD

CHARLESTON COUNTY, S. C.

1.	T. M. No. 561 — 05 — 00 LOT 145	GEOGRAPHICAL AREA ~~AMENDAW~~ TOWN OF MT. PLEASANT						TAX DISTRICT NO. 2-1
2.	TITLE OF OWNERSHIP	DATE OF MO. DAY YR.	DEED BOOK	DEED PAGE	$ INDICATED PURCHASE PRICE	CODE	MAILING ADDRESS:	
3.	YAUPON PLANTATION INVESTORS, A PARTNERSHIP (1)	3-5-76	W108	247				
4.	R.A.C. ENTERPRISES, INC.		L140	746			PO BOX 663, MT PLEASANT SC 29464	
5.	EAST CROSSING-CROWN POINTE ASSOCIATION INC.	5-4-00	Y346	120			" " " "	
6.	EAST CROSSING-CROWN POINT ASSOCIATION, INC.	12-28-01	C392	756			2023 Sprucewood Ct. Mt.Pl. 29464	
7.							1490 Diamond Blvd. Mt.Pl. 29464	
8.								
9.								
10.	PROPERTY LOCATION East Crossing Pond						SUBDIVISION: EAST CROSSING	
11.	Lot Block	Tract No.			Parcel No.		Other GREEN AREAS AND LAKES	
12.	ACREAGE: High Land 10.14 Marsh Land & Lakes	Total Acres 10.14			ACREAGE TAKEN FROM:		DEED ( ), PLAT (✓), COMPUTATIONS ( )	X
13.	MEASUREMENTS: Road Frontage X	X	X	X	X		X	X
14.	PLATS RECORDED IN: BK-1, V156-396, BK-2, V156-397, BK-3, V156-398, BM-52, U162-3 DC-587						COPY OF CURRENT PLAT IN TAX MAP WORK SHEET FOLDER ✓	
15.								

16.	YEAR ASSESSMENT FOR:	1986						
17.	LAND ASSESSMENT $		COMPUTERIZED		COMPUTERIZED			
18.	BUILDING ASSESSMENT $		APR 21 1987		FEB 27 1991		CHECKED	
19.	TOTAL ASSESSMENT $	*	By PAE		BY: P. A. E.			
20.	NUMBER OF BUILDINGS		3/29/88 PAE		8/21/91 PAE			X
21.	TOTAL APPRAISED VALUE $		1/30/91 PAE					

22.	BUILDING PERMIT ISSUING AUTHORITY	PERMIT NUMBER	DATE OF MO. DAY YR.	DESCRIPTION OF WORK	$ ESTIMATED COST AS TAKEN FROM PERMIT	1980-68 TAX MAP CODE
23.						

364

LINE# 19-Separated from 561-01-00-094 per Plat BK-2 for 1987. Previously assessed in 98.36 acs., High. jwc 3-11-87

LINE #12--Prev. mapped as 9.9 ac. high, Green areas and Lake, Crown Pointe. Per plat BM-52, 0.33 ac. high is subd. for 1988; See TMS# 561-05-00-146 and 147. Also, plat BM-52 found the Lake area to have 0.89 ac. more than on the old plat BK-3. Now legal for this card is 10.46 ac. high, Green areas and Lake, East Crossing. 3-22-88 sb

LINE #12--Prev. mapped as 10.46 ac. high, Green Areas and Lake, East Crossing. Per deed N198-371 from RAC Enterprises, Inc. to the South Carolina Department of Highways and Public Transportation, 0.31 ac. high is subd. from this card for SCHD Docket No. 10.862 for 1991. Now legal for this card is 10.15 ac. high, Green Areas and Lake, East Crossing. 1-11-91 sw

LINE #1--Tax district changed from Awendaw 1-3 to Town of Mt. Pleasant 2-1, per Annexation dated Sept. 11th, 1990, for tax year 1991. 2-20-91 sw

LINE #4--Per mapping, the deed ref changed from T130-205 to L140-746. 8-15-91 ds

LINE #1-- Prev. mapped as 10.15 ac. hi. by plat DC-587 portion separated and added to parcel 561-05-00-049 for 2001. New ac. is now 10.14 ac. hi. East Crossing. sp 2-23-01

LINE #1-- Deed T398-815 East Crossing Crown Pointe Association Inc conveys a int. to Crown Pointe Association INC 3-12-02 LRD

LINE#1-- See Quit Claim Deed H394-186 from East Crossing -Crown Point Association, Inc. to East Crossing Association, Inc. for Lake and green area in East Crossing subd.Also see Deed H391-181 from East Crossing-Crown Pointe Association, inc. to Crown Pointe Association Inc for Lake and Green Area. 5-22-02 lbs

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) CASE NO. 2017-CP-10-00473
)
Raven's Run Homeowners Association, Inc.,) **AFFIDAVIT OF E. M. SEABROOK, III**
)
Plaintiff,)
)
vs.)
)
Crown Pointe Association, Inc., Lois K. Novak as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron, James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr., and Barbara Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Frankling Wooten, III, and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Springer a/k/a Shirly Deanna Springer; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr., and Terry W. Graves; Mary Elizabeth Gladden; Philip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr., and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully;
)
Defendants.)

FILED
2019 JAN -4 PM 2:38
JULIE J. ARMSTRONG
CLERK OF COURT
BY

PERSONALLY APPEARED BEFORE E. M. Seabrook, III, who, being duly sworn, alleges and states as follows:

1. I am over the age of twenty-one years.

2. I make this affidavit on my own personal knowledge and not under any information and belief.

3. I am a registered Land Surveyor and Professional Engineer in the State of South Carolina. SC Registration No. 8436

4. I have been licensed since 1981.

5. I have worked as a surveyor and engineer for E.M. Seabrook, Jr., Inc. from 1977 to the present.

6. From 1996 to the present, I have served as the President and Principal Engineer for E.M. Seabrook, Jr., Inc.

7. I have been qualified as an expert witness in the Courts of the State of South Carolina, and have rendered opinions as to surveying and engineering in those Courts.

8. I have been retained by the Raven's Run Homeowners Association, Inc., to review plats, title, and supporting documents in order to render an opinion as to the properties in question in this lawsuit.

9. At the request of the Raven's Run Homeowners Association, Inc., I performed property research regarding ownership of those properties at issue in this matter by and between Raven's Run Homeowners Association, Inc., and Crown Point.

10. At the request of the Raven's Run Homeowners Association, Inc., I have performed property research for property at Raven's Run and Crown Point.

11. I reviewed the following documents, which are attached hereto and incorporated by reference herein:

a. Charleston County GIS aerial photographic tax map representation showing the lake within Raven's Run as TMS 561-01-00-093 with Plat Book Reference BN-191 and Deed Book Reference R163-134;

b. Charleston County Tax Records indicating ownership of TMS 561-01-00-093 is held by Raven's Run Homeowners Association by Deed Book R163-134 dated January 1, 1987, and Deed Book E150-875 dated December 11, 1985;

c. Title to Real Estate recorded in Deed Book E150-875 dated December 11, 1985, conveying real property including "All those certain pieces, parcels or strips of land, bodies of water..." and other properties as described in said Title;

d. Plat dated November 20, 1985, referenced in Title (Item 11c above), recorded in Plat Book BG-52, 53 and 54 including bodies of water designated as "LAKE";

e. Plat dated April 5, 1986, showing boundary and 60' drainage easement between Raven's Run and Crown Point Subdivisions recorded July 29, 1986, in Plat Book BJ-138;

f. Conditional Plat for Crown Pointe Subdivision dated August 3, 1986, recorded August 21, 1986, including property beyond the boundaries of Crown Pointe Subdivision designated "LAKE" that was deeded to Raven's Run Homeowners Association December 11, 1985 (Deed Book E150-875) (Note: Plat recorded in Plat Book BK-2 does not close mathematically.);

g. Plat for Raven's Run dated August 28, 1986, recorded December 5, 1986, in Plat Book BL-57 including designation "LAKE" that was deeded to Raven's Run Homeowners Association December 11, 1985 (Deed Book E150-875);

h. Title to Real Estate recorded in Deed Book R163-134 including "... all lakes or bodies of water..." with chain of title to February 18, 1983, deed recorded in Deed Book T130-205;

i. Plat Showing 14 Lots in Crown Pointe Subdivision dated June 26, 1987, recorded in Plat Book BN-177 including designations "LAKE" and "RAVEN'S RUN HOMEOWNERS ASSOCIATION" beyond the boundaries of Crown Pointe Subdivision;

j. Plat Showing 65 Lots in Crown Pointe Subdivision dated June 27, 1987, recorded in Plat Book BN-175 including designations "LAKE" and "RAVEN'S RUN HOMEOWNERS ASSOCIATION" beyond the boundaries of Crown Pointe Subdivision;

k. Quit Claim Deed dated December 18, 2001, from RAC Enterprises, Inc. to East Crossing Crown Pointe Association, Inc. for "All that certain common area, including any 'lake' and 'green area' located in Crown Pointe Subdivision...as shown...in Book BK at Page 2".

12. By virtue of the Title to Real Estate recorded in Deed Book E150-875 dated December 11, 1985, to Raven's Run Homeowners Association and the additional Charleston County record documents, it is my professional opinion the contiguous lake within Raven's Run Subdivision is owned by Raven's Run Homeowners Association to the highland boundary of lots within Crown Point Subdivision shown on the plat recorded in Plat Book BN-177 and the plat recorded in Plat Book BJ-138.

13. Further, E. M. Seabrook, Jr., Inc. reproduced a portion of the total boundary shown on the plat recorded in Plat Book BJ-138.

14. This plat identifies the limits of Ravens' Run, Crown Pointe and East Crossing Subdivisions. E. M. Seabrook, Jr., Inc. then overlaid and aligned the reproduced boundary onto existing property markers found in place during the E. M. Seabrook, Jr., Inc. survey dated September 30, 2016, which shows a portion of the lake and several of the lots of Raven's Run and Crown Pointe Subdivisions. The geometry of the rear property markers of lots 39E and 40E of Crown Pointe match within reasonable tolerances the geometry of the property lines shown on the plat recorded in Plat Book BJ-138, and

FURTHER THE AFFIANT SAYETH NOT!

E. M. Seabrook, III, PE/PLS
SC Registration No. 8436

SWORN TO before me this 19th
Day of December, 2019

Notary Public for South Carolina
My Commission Expires: 2/13/28

KARI ANN JONES
Notary Public-State of South Carolina
My Commission Expires
February 13, 2028



RAVEN'S RUN HOA LAKE

Parcel ID: 5610100093
OWNER1: RAVEN'S RUN HOMEOWNERS ASS
ACREAGE: 46.00
PLAT_BOOK_PAGE: BN-191
DEED_BOOK_PAGE: R163-134
Jurisdiction: COUNTY OF CHARLESTON, TOWN OF MT PLEASANT

0 62.5 125 250 Feet
1 inch = 100 feet

CHARLESTON COUNTY
SOUTH CAROLINA

Author: Charleston County SC
Date: 11/21/2018

Note: The Charleston County makes every effort possible to produce the most accurate information. The layers contained in the map service are for information purposes only. The Charleston County makes no warranty, express or implied, nor any guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the information provided. The County explicitly disclaims all representations and warranties. The reader agrees to hold harmless the Charleston County for any cause of action and costs associated with any causes of action which may arise as a consequence of the County providing this information.

CHARLESTON COUNTY, SC

Overview

Records

- **Overview**
- Parcel
- Land
- Improvements
- Sales Disclosure
- Pay Taxes

Search by

- **Property ID (PIN)**
- Street Address
- Legal Description
- Sales
- Owner Name

Menu

- Homepage
- **Real Property**
- Personal Property
- Motor Vehicle
- Shopping Cart
- Help

Property ID (PIN)	Alternate ID (AIN)	Parcel Address
5610100093		RIFLE RANGE RD, MOUNT PL

Owner	RAVEN'S RUN HOMEOWNERS ASS
Owner Address	1414 OMNI BLVD B MT PLEASANT SC 29466-8850
Legal Description	Subdivision Name -RAVENS RUN Description -LAKES,PARKS

Tax Year	Land	Improv
2018	$5,400	
2018	$5,400	
2018	$5,400	
2017	$5,400	
2017	$5,400	
2017	$5,400	
2016	$5,400	
2016	$5,400	
2015	$5,400	
2015	$5,400	
2014	$5,400	
2014	$5,400	

Grantor
RAVENS RUN HOMEOWNERS
RAC ENTERPRISES INC

Building	Type	Use Code Description	Cons
R01	DWELL	Dwelling	
C01	HEALTH	Health Club	
C01	COMCNPYG	Commercial Canopy - Good	
C01	UTLSHED	Residential Shed - Small Util	

Site Provided by...
governmax.com 1.12

Property ID (PIN)
1 of 1

	Data refreshed as of	Assess Year	Pay Year
T	11/15/2018	2018	2018

ent Parcel Information

Property Class Code	742 - HOA-PROP
Acreage	46.0000

RAFT TIE DOWN,RUNWAY,WALKWAY,ETC. Site Name -RAVENS RUN PlatSuffix BN-191 PolTwp 002

istoric Information

s	Market	Taxes	Payment
	$5,400	$172.62	$0.00
	$5,400	$217.80	$0.00
	$5,400	$86.00	$0.00
	$5,400	$86.00	$86.00
	$5,400	$170.81	$170.81
	$5,400	$217.80	$217.80
	$5,400	$168.18	$168.18
	$5,400	$86.00	$86.00
	$5,400	$164.73	$164.73
	$5,400	$86.00	$86.00
	$5,400	$86.00	$86.00
	$5,400	$163.36	$163.36

Sales Disclosure

Book & Page	Date	Deed	Vacant	Sale Price
R163 134	1/5/1987	Ge		$1
E150 875	12/11/1985	Ge		$0

Improvements

d Year	Stories	Bedrooms	Finished Sq. Ft.	Improvement Size
5	1.54	03	1,278	
5	0	0	2,518	
5	0	0		1,844
7	0	0		1,200

CHARLESTON COUNTY
Auditor
Peter Tecklenburg

- MAIN MENU
- EXIT

Parcel ID	Sub-Division	Tax District
5610100093	RAVENS RUN	21, Town of Mt. Pleasant

Legal Description : LAKES,PARKS,AIRCRAFT TIE DOWN,RUNWAY,WALKWAY,ETC.
Acreage **High :** 10 **Marsh :** 0 **Swamp :** 0 **Water :** 36 **Total :** 46 **Jurisdiction :** CNTY-ASSESSR
Property Address : RIFLE RANGE RD
Mailing Address : 1414 OMNI BLVD B, MT PLEASANT- SC, 29466-8850

Current Owner - 1	Current Owner - 2	Owner 1 as of Jan 1	Owner 2 as of Jan 1	Deed	Deed Date	Sale Date	Sale Price
-	-	RAVENS RUN HOMEOWNERS	ASSOCIATION INC	E150-875	12/11/1985	-	-
RAVEN'S RUN HOMEOWNERS ASS	-	RAVENS RUN HOMEOWNERS	ASSOCIATION INC	R163-134	-	01/05/1987	$1

CARD IMAGE | PLAT COMMENT | OWNER COMMENT

For Plat Comment and Owner Comment information on plats and deeds recorded prior to 01/05/2004, please click on Card Image button.

Basic deed transfer information is complete back to 1991.
For records and transactions preceding that date, please click on Card Image button.

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REAL PROPERTY RECORD

CHARLESTON COUNTY, S. C.

1.	T. M. No. 561 — 01 — 00 LOT 93	GEOGRAPHICAL AREA AWENDAW					TAX DISTRICT NO. 13	
2.	TITLE OF OWNERSHIP	DATE OF MO. DAY YR.	DEED BOOK	DEED PAGE	$ INDICATED PURCHASE PRICE	CODE	MAILING ADDRESS:	
3.	R.A.C. ENTERPRISES, INC. (1)	10-3-84	L140	746				
4.	RAVEN'S RUN HOMEOWNERS ASSOCIATION, INC.	12-11-85	E150	875			200 Church Blvd, Mt. Pleas. SC 29464	
5.								
6.								
7.								
8.								
9.								

10.	PROPERTY LOCATION				SUBDIVISION: RAVENS RUN			
11.	Lot	Block	Tract No.	Parcel No.	Other ~~DOWN~~, ~~RUNWAY~~, WALKWAY, I~~S~~ AND AMENITY AREA ~~LAKES, PARKS, AIRCRAFT T~~			
12.	ACREAGE: High Land	Marsh Land	Total Acres	ACREAGE TAKEN FROM: DEED ( ), PLAT ( ), COMPUTATIONS ( )				
13.	MEASUREMENTS: Road Frontage	X	X	X	X	X	X	X
14.	PLATS RECORDED IN: BL-57, Z159-504, BM-20, G162-321, BN-191, B167-335						COPY OF CURRENT PLAT IN TAX MAP WORK SHEET FOLDER	
15.								

16.	YEAR ASSESSMENT FOR:	1985								
17.	LAND ASSESSMENT $									
18.	BUILDING ASSESSMENT $									
19.	TOTAL ASSESSMENT $	*								
20.	NUMBER OF BUILDINGS									
21.	TOTAL APPRAISED VALUE $									

~~COMPUTERIZED~~

JUN 23 1986

BY NB

6-23-87 NB CHECKED

10-21-87 nl 7-16-86 dc 4-18-94

3/21/88 DAE 1 BSC

22.	BUILDING PERMIT ISSUING AUTHORITY	PERMIT NUMBER	DATE OF MO. DAY YR.	DESCRIPTION OF WORK	$ ESTIMATED COST AS TAKEN FROM PERMIT	1960-68 TAX MAP CODE

375

NE# 19-Separated from 561-0-0-31 and 80 per Plats BG-52, 53 and 54 for 1986. Previously assessed in 561-0-0-31 (194.15 ac. High and 127.72 Ac. Marsh = Total of 321.87 acs) and 561-0-0-80 (59.13 ac. high and58.5 ac. Marsh = Total of 117.63 acs., SE Rifle Range Rd. pt. High jwc 5-27-86

NE# 4--Deed is for 561-1-0-93 561-0-0-31 and 80 jwc 5-27-86

ByyDeed R163-134 RAC Enterprises, Inc. conveys to Raven's Run Homeowners Association, Inc. Also adding Plat BL-57 per mapping. bt 10-20-87

LINE #14--cont., BG-52, A150-5, BG-53, A150-4, BG-54, A150-8, BJ-135, C156-394, BJ-136, D156-473, BJ-137, C156-396. 3-21-88 sb

LINE #12--Previously mapped as lakes, parks, aircraft, tie down, runway, walkway, island, and amenity area. By plat CO-88, subdivided 7.74 ac for park, aircraft, tie down, runway. See TMS# 561-01-00-098 for 1994. 3/4/94 cdf

CHARLESTON COUNTY
Auditor
Peter Tecklenburg

- MAIN MENU
- EXIT

Return To Sales History

Parcel Id (TMS) : 5610100093

Plat Comments

Plat Number : BN-191
No Comments Present
Plat Number : BM-20
No Comments Present
Plat Number : BL-57
No Comments Present

Basic deed transfer information is complete back to 1991.

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CHARLESTON COUNTY
Auditor
Peter Tecklenburg

- MAIN MENU
- EXIT

Return To Sales History

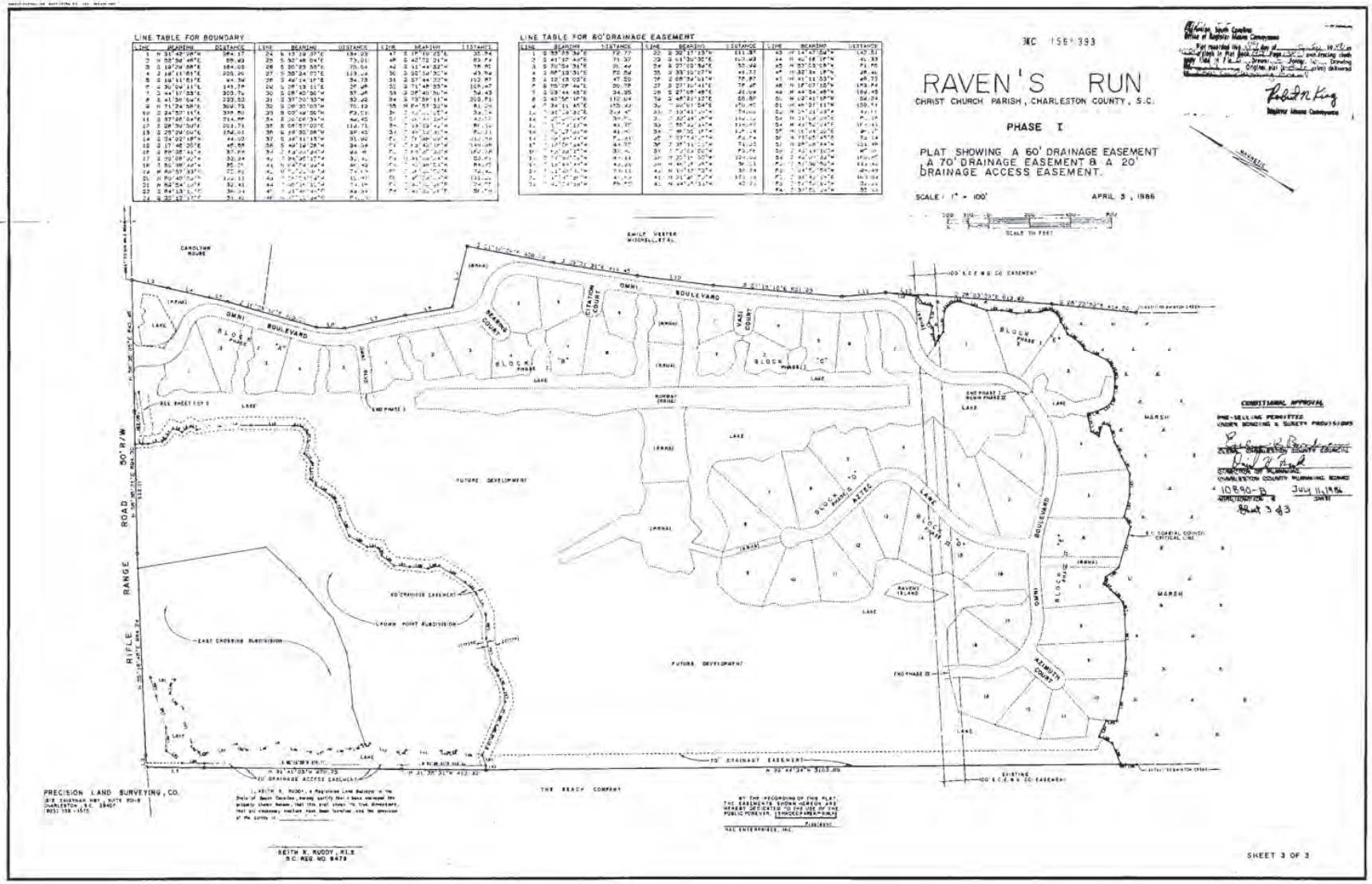
Parcel Id (TMS) : 5610100093

Owner Comments

DEED BOOK: E150-875
TAX DISTRICT CHANGE FROM 1-3 TO TAX DISTRICT 2-1 BY RAT#03073 DATED 12-29-03 FOR TAX YEAR 2004 5-29-04 LBS
DEED BOOK: R163-134
No Comments Present

Basic deed transfer information is complete back to 1991.

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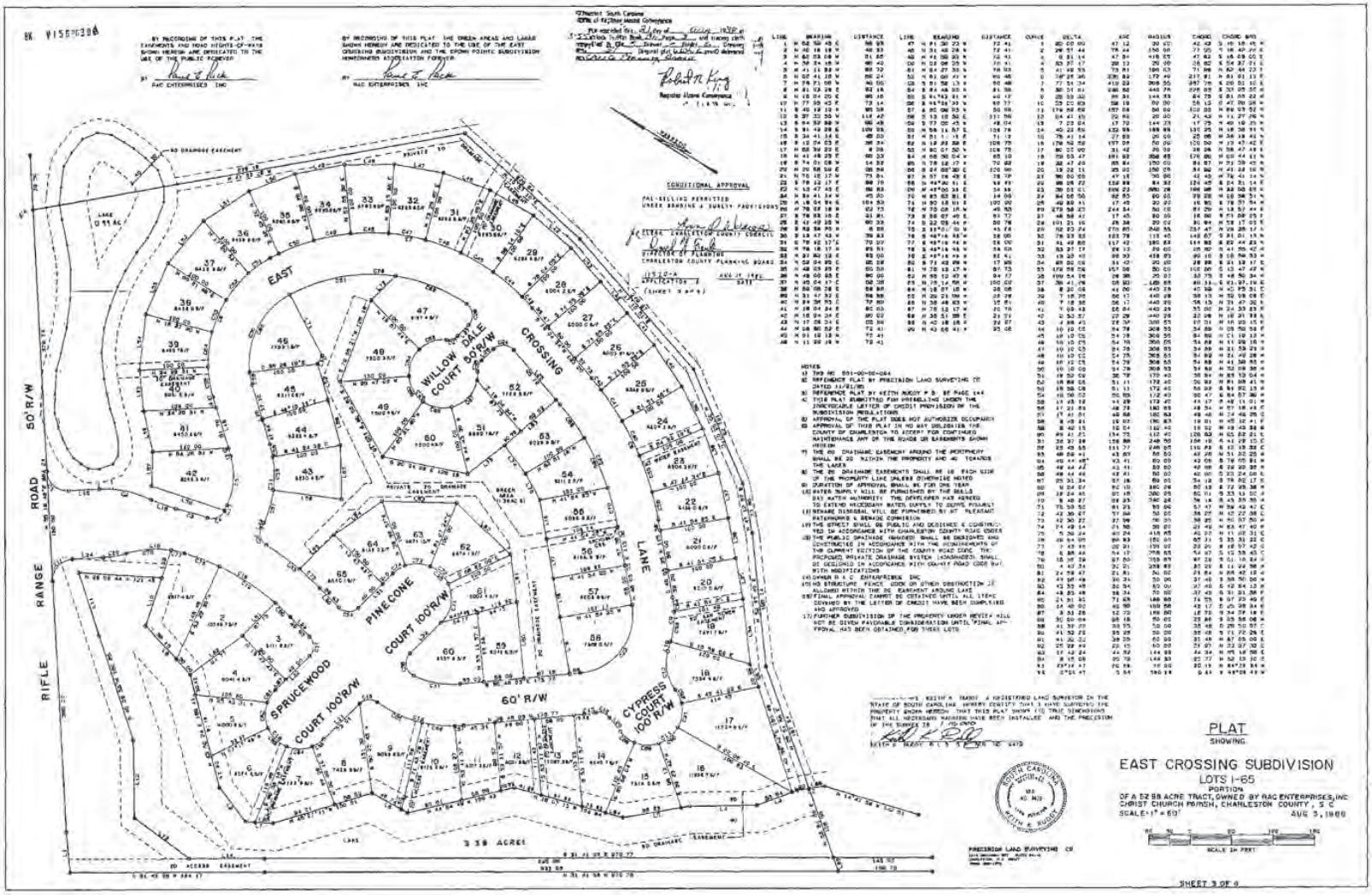

LINE TABLE FOR BOUNDARY
LINE TABLE FOR 60' DRAINAGE EASEMENT
RAVEN'S RUN
CHRIST CHURCH PARISH, CHARLESTON COUNTY, S.C.
PHASE I
PLAT SHOWING A 60' DRAINAGE EASEMENT A 70' DRAINAGE EASEMENT & A 20' DRAINAGE ACCESS EASEMENT.
SCALE: 1" = 100'
APRIL 3, 1986
OMNI BOULEVARD
RIFLE RANGE ROAD
30' R/W
FUTURE DEVELOPMENT
MARSH
LAKE
70' DRAINAGE EASEMENT
60' DRAINAGE EASEMENT
20' DRAINAGE ACCESS EASEMENT
CROWN POINT SUBDIVISION
EAST CROSSING SUBDIVISION
CONDITIONAL APPROVAL
PRECISION LAND SURVEYING, CO.
THE BEACH COMPANY
KEITH K. RUDDY, R.L.S.
S.C. REG. NO. 9479
SHEET 3 OF 3


LOCATION MAP
SITE
DIAMOND BLVD
60'R/W
50'R/W
TOPAZ DRIVE
RIFLE RANGE ROAD 50'R/W
MARSH
DRAINAGE EASEMENT
CONDITIONAL APPROVAL
PLAT
SHOWING
CROWN POINTE SUBDIVISION
LOTS 1E-24E & LOTS 50E-66E
PORTION
OF A 52.98 ACRE TRACT, OWNED BY RAC ENTERPRISES, INC.
CHRIST CHURCH PARISH, CHARLESTON COUNTY, S.C.
SCALE: 1" = 80'
AUG 3, 1988
SCALE IN FEET
SHEET 1 OF 4

BK1


DIAMOND BLVD
SAPHIRE COURT
100' R/W
60' R/W
LAKE
CONDITIONAL APPROVAL
PLAT
SHOWING
CROWN POINTE SUBDIVISION
LOTS 25E-49E & LOTS 67E-79E
PORTION
OF A 52.98 ACRE TRACT, OWNED BY RAC ENTERPRISES, INC
CHRIST CHURCH PARISH, CHARLESTON COUNTY, S.C.
SCALE: 1" = 60'
AUG 3, 1988
SHEET 2 OF 4

BK 2


EAST CROSSING SUBDIVISION
LOTS 1-65
PLAT
SHOWING
3.38 ACRES
WILLOW DALE COURT 50'R/W
CROSSING
LANE
PINE CONE COURT 100'R/W
SPRUCEWOOD COURT 100'R/W
CYPRESS COURT 100'R/W
60' R/W
50' R/W
RANGE ROAD
RIFLE
SHEET 3 OF 6

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BK3

BK 4 V156PG389

Charleston County, South Carolina
Office of Register Mesne Conveyance

Plat recorded this 24th day of May, 19 96 at 3:32 o'clock in Plat Book L-15 Page 7 on tracing cloth copy (only) in File Drawer 5 Folder No. Drawing No. 11 Original (or in lieu thereof) delivered to Charleston County Planning Department

Robert N. King
Register Mesne Conveyance

LINES & CURVES SHEET 1 OF 4

LINE	BEARING	DISTANCE
1	N 33 24 09 E	62.77
2	S 41 16 48 E	71.72
3	S 70 54 31 E	20.46
4	S 09 15 31 E	92.58
5	S 12 13 05 E	47.56
6	S 80 28 48 E	80.78
7	S 09 31 12 W	54.50
8	S 40 05 18 E	138.84
9	S 49 54 42 W	25.52
10	S 40 05 18 E	60.78
11	S 69 27 00 W	41.87
12	S 73 38 48 W	80.31
13	S 82 17 55 W	40.78
14	S 80 03 39 W	37.00
15	S 82 39 30 W	48.11
16	S 12 14 48 W	42.91
17	S 01 42 40 W	78.11
18	S 16 48 38 W	47.89
19	S 40 34 39 W	184.55
20	S 82 17 19 W	111.37
21	S 82 20 26 E	102.62
22	S 27 22 18 W	82.89
23	S 63 37 42 W	82.74
24	S 69 58 31 W	78.87
25	S 82 39 30 W	78.88
26	S 48 34 03 W	48.74
27	S 41 20 30 W	80.31
28	N 34 48 00 E	80.31
29	N 69 44 42 W	43.74
30	S 82 51 48 W	87.40
31	S 48 18 00 E	41.00
32	S 41 42 00 W	44.00
33	N 41 31 48 E	84.39
34	N 48 28 12 W	268.82
35	N 33 20 40 E	11.45
36	N 48 28 12 W	105.00
37	N 11 31 48 E	110.00
38	N 78 28 12 W	80.00
39	N 11 31 48 E	80.00
40	N 78 28 12 W	40.92
41	S 84 53 08 W	488.83
42	N 41 10 48 W	80.00
43	N 41 10 48 W	180.95
44	N 48 50 00 E	54.90
45	N 41 10 48 W	43.00
46	N 48 50 00 E	83.00
47	N 48 28 12 W	37.00
48	N 02 23 13 E	85.00
49	N 24 28 12 E	38.00
50	N 24 28 12 E	100.00
51	N 69 31 11 E	108.34
52	N 48 34 21 E	103.06
53	N 48 28 12 W	81.00
54	N 41 31 48 E	80.00
55	N 48 28 12 W	40.92
56	N 41 31 48 E	80.00
57	N 48 28 12 W	80.00
58	N 41 31 48 E	80.00
59	N 48 28 12 W	40.92
60	N 41 31 48 E	80.00
61	N 48 28 12 W	80.00
62	N 41 31 48 E	80.00
63	N 48 28 12 W	40.92
64	N 41 31 48 E	80.00
65	N 48 28 12 W	80.00
66	N 41 31 48 E	80.00
67	N 48 28 12 W	40.92
68	N 41 31 48 E	80.00
69	N 48 28 12 W	80.00
70	N 41 31 48 E	80.00
71	N 48 28 12 W	40.92
72	N 41 31 48 E	80.00
73	N 48 28 12 W	80.00
74	N 41 31 48 E	80.00
75	N 48 28 12 W	40.92
76	N 41 31 48 E	80.00
77	N 48 28 12 W	80.00
78	N 41 31 48 E	80.00
79	N 48 28 12 W	40.92

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	06 00 29	30.00	31.48	21.57	45.21	N 07 33 55 E
2	20 39 48	249.11	89.48	44.91	89.00	N 31 47 20 E
3	20 08 24	160.00	56.08	28.78	87.78	N 49 02 48 E
4	14 55 10	470.00	40.78	22.31	40.13	S 44 27 08 E
5	19 12 58	570.83	228.58	114.48	225.77	S 43 19 41 E
6	90 07 00	142.73	208.04	124.28	188.18	S 28 28 02 E
7	36 16 02	181.42	115.14	57.45	113.20	S 83 48 28 E
8	28 00 28	477.98	164.63	83.80	163.84	S 18 44 45 W
9	42 36 46	25.00	18.58	9.71	18.15	S 20 53 02 E
10	41 14 22	852.78	387.86	198.02	384.35	N 11 37 48 E
11	29 50 20	317.07	138.74	70.60	137.18	N 19 44 48 E
12	38 10 02	274.42	151.35	78.77	148.48	N 19 38 48 W
13	90 37 28	81.32	122.88	78.17	110.68	N 08 26 54 E
14	26 00 40	516.83	195.55	99.07	194.47	N 48 40 42 W
15	78 48 02	25.06	21.84	12.71	20.64	S 83 24 13 W
16	26 47 40	244.06	228.42	141.06	220.42	N 04 02 18 E
17	90 00 00	13.40	9.32	5.70	8.39	S 71 15 53 E
18	270 00 00	244.06	41.08	84.06	41.08	N 45 44 53 W
19	49 08 41	20.06	17.40	9.55	16.86	N 81 10 10 W
20	26 47 40	100.00	194.64	99.31	192.64	N 02 02 18 E
21	01 27 34	20.06	21.93	20.52	20.84	N 86 12 17 W
22	18 50 09	348.13	72.44	36.68	72.27	N 44 58 18 W
23	90 00 00	32.00	40.84	44.71	37.08	N 83 42 32 W
24	99 40	350.00	99.40	31.05	99.44	S 40 18 37 E
25	01 45	20.00	21.83	10.84	21.81	S 48 44 36 E
26	74 09	270.63	74.09	20.84	73.84	S 48 58 31 E
27	17 17	270.63	84.68	44.08	84.30	S 43 08 20 E
28	63 06	270.63	87.80	49.80	87.22	S 28 34 08 E
29	29 39	147.73	58.08	29.80	57.71	S 39 08 17 E
30	42	147.73	24.81	12.83	24.78	S 68 47 37 E
31	44 48	147.73	58.08	29.79	57.67	S 10 21 08 E
32	24 41 04	147.73	63.80	32.50	63.30	S 24 04 01 W
33	24 17 48	181.42	88.44	44.74	87.58	S 24 18 43 W
34	14 52 16	181.42	41.80	21.02	41.75	S 19 45 10 W
35	41 34 43	277.68	78.39	39.81	78.22	S 13 01 53 W
36	13 20 48	277.68	64.72	32.57	64.58	S 25 36 57 W
37	7 52 56	482.78	73.78	36.95	73.71	S 35 18 34 W
38	14 14 44	482.78	84.19	42.19	84.08	S 18 14 48 W
39	10 58 48	482.78	88.15	44.15	88.02	S 04 05 24 W
40	11 20 48	482.78	100.17	50.29	100.00	S 08 18 48 E
41	11 36 48	482.78	100.17	50.29	100.00	S 19 55 48 E
42	3 47 38	482.78	31.88	15.94	31.87	S 31 39 34 E
43	13 10	272.84	62.61	31.47	62.48	S 38 03 21 E
44	7 48 48	558.78	72.88	37.86	72.82	N 05 05 00 W
45	8 46 07	558.78	97.05	48.63	96.92	N 03 11 50 E
46	8 27 47	558.78	80.67	40.43	80.60	N 11 45 30 E
47	8 31 15	558.78	82.68	41.80	82.60	N 20 20 05 E
48	7 59 18	558.78	77.98	38.98	77.92	N 28 30 21 E
49	17 42	217.98	66.44	40.81	66.18	N 22 43 27 E
50	7 25 05	217.98	28.27	14.15	28.25	N 10 57 33 E
51	12 59 03	221.40	48.78	24.47	48.68	N 13 40 52 E
52	74 57 09	221.40	81.83	41.28	81.18	N 35 42 14 E
53	5 30 38	221.40	80.91	40.51	80.05	N 45 48 14 E
54	39 25 51	61.30	30.84	21.04	30.24	N 19 13 58 E
55	38 41 16	87.72	36.15	18.27	35.50	N 25 51 57 W
56	4 09 47	819.83	64.87	32.48	64.85	N 39 47 28 W
57	10 18 04	819.83	147.07	73.78	146.85	N 44 52 04 W
58	11 37 51	819.83	125.31	62.82	125.06	N 56 34 55 W
59	5 43 16 E	58.00	5.80	2.90	5.80	S 63 34 08 E
60	31 00 54	149.50	80.98	41.83	80.00	N 36 28 28 E
61	83 28 31	56.06	72.88	44.82	66.58	S 54 36 56 E
62	53 28 15	98.00	48.98	26.03	48.00	S 13 38 37 W
63	53 28 15	98.00	48.98	26.03	48.00	S 39 49 38 E
64	47 08 29	58.00	41.15	21.62	40.00	N 62 38 06 W
65	42 21 06	58.00	38.97	20.29	38.24	N 17 27 19 W
66	18 28 44	198.00	64.91	32.68	64.62	N 30 30 58 E
67	23 07 57	198.00	80.95	40.89	80.39	N 19 25 17 W
68	18 45 15	198.00	65.28	32.94	65.00	N 04 51 14 E
69	23 25 38	198.00	81.97	41.38	81.00	N 25 58 53 E

LINES & CURVES SHEET 2 OF 4

LINE	BEARING	DISTANCE
1	N 05 39 01 W	70.87
2	S 87 10 41 E	70.86
3	S 77 36 55 E	81.98
4	S 48 21 18 E	80.58
5	N 41 38 42 E	70.91
6	S 48 21 18 E	79.91
7	S 39 34 26 W	116.90
8	S 48 21 18 E	81.84
9	S 27 04 25 W	71.30
10	N 49 29 20 W	80.21
11	N 19 15 53 W	39.74
12	N 44 00 11 W	42.79
13	N 40 18 18 E	40.33
14	N 39 25 06 W	81.86
15	N 87 06 15 W	20.00
16	N 39 26 52 E	159.51
17	S 48 28 48 W	87.89
18	N 19 48 51 W	91.98
19	N 19 48 51 W	71.98
20	S 41 28 48 E	87.89
21	N 48 28 48 W	182.56
22	N 38 31 48 E	35.00
23	N 69 04 42 E	160.04
24	N 20 55 18 E	90.00
25	N 69 04 42 E	28.88
26	N 53 25 48 E	88.62
27	N 33 25 48 E	88.62
28	N 53 25 48 E	13.45
29	N 36 34 12 W	45.00
30	N 53 25 48 E	79.28
31	S 48 57 04 W	88.00
32	S 03 54 33 W	37.30
33	N 74 32 12 E	35.18
34	N 56 48 15 E	70.28
35	S 19 01 53 W	50.20
36	S 48 57 04 W	36.20
37	N 14 04 55 E	30.00
38	N 73 48 12 W	50.00
39	N 71 48 25 E	30.66
40	N 19 22 10	20.08
41	S 48 48 21 W	20.40
42	N 88 06 49 E	18.85
43	N 34 51 06 E	21.21

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	83 31 17	914.80	713.12	191.78	695.12	N 44 18 48 W
2	8 28 48	948.23	139.80	84.15	138.67	N 81 16 05 W
3	42 58 05	188.45	140.80	74.17	136.18	S 87 54 49 W
4	74 34 18	20.00	24.58	14.18	23.11	N 84 24 48 W
5	170 58 00	50.00	187.00	0.00	100.00	N 71 15 38 W
6	90 00 00	20.00	24.43	14.08	22.07	N 18 45 08 W
7	90 00 00	103.88	163.00	103.88	146.80	N 00 26 30 E
8	90 00 00	1103.84	143.76	71.98	143.52	N 45 45 11 E
9	48 28 48	207.84	179.84	95.83	174.54	N 48 28 48 E
10	90 00 00	20.00	31.58	20.00	28.41	N 38 28 48 E
11	90 16 45	170.45	187.18	119.86	171.59	N 87 35 08 E
12	5 08 43	709.83	138.05	90.90	138.01	N 81 18 20 E
13	33 21 17	124.80	885.85	138.91	868.90	N 14 18 48 E
14	8 05 40	860.98	81.91	40.98	81.84	N 86 14 58 E
15	90 00 00	20.00	31.47	19.94	28.27	N 68 28 48 W
16	48 58 38	147.84	320.45	80.78	317.15	S 48 30 08 E
17	90 00 00	220.84	338.21	90.90	174.07	S 48 40 11 W
18	107 20 13	43.28	81.24	58.11	70.03	S 02 29 37 W
19	19 38 48	480.78	100.17	50.58	100.00	S 18 48 08 E
20	7 47 08	480.78	87.08	43.68	87.00	S 22 38 04 E
21	8 48 08	814.80	85.84	42.90	85.80	S 84 53 18 E
22	28 08 32	224.80	78.38	39.68	78.00	S 10 24 07 E
23	24 51 27	214.80	91.91	46.68	90.83	S 11 58 28 E
24	18 51 58	224.80	83.23	41.94	82.80	S 33 18 14 W
25	15 22 03	224.80	57.58	28.98	57.42	S 48 29 18 W
26	7 48 50	848.23	68.57	44.10	68.55	S 82 13 05 W
27	1 48 50	848.23	28.83	14.27	28.83	S 67 28 19 W
28	27 47 20	180.48	87.78	45.80	85.00	S 82 15 23 W
29	14 11 47	180.48	47.18	23.72	47.07	S 82 14 59 W
30	28 48 30	80.00	81.00	28.13	48.03	S 48 08 18 W
31	72 44 15	50.00	82.48	48.88	48.00	N 88 07 03 W
32	48 32 54	50.00	42.38	22.84	41.10	N 88 28 37 W
33	44 20 00	100.88	78.88	48.11	78.00	N 83 31 33 W
34	40 16 27	103.38	72.48	37.80	71.00	N 48 43 27 E
35	17 21 08	104.88	81.96	18.77	81.18	N 47 28 08 E
36	19 38 20	880.84	83.17	41.80	82.80	N 43 11 58 E
37	11 18 03	880.84	80.88	40.48	80.80	N 31 07 27 E
38	8 18 49	202.04	84.85	18.08	84.02	N 26 18 23 E
39	84 56 47	207.84	38.72	48.08	80.00	N 45 57 28 E
40	19 22 10	220.84	88.18	47.78	88.01	N 88 58 34 E
41	7 48 48	552.78	75.08	37.58	75.00	N 05 05 00 W
42	8 48 07	552.78	83.08	41.88	83.00	N 13 11 50 E
43	8 27 47	552.78	82.88	41.48	82.80	N 21 45 30 E
44	18 31 45	335.84	82.88	30.18	82.80	N 28 30 05 E
45	15 38 53	335.84	82.88	30.18	82.80	N 43 11 50 E
46	2 41 11	825.84	82.88	15.48	82.80	N 77 31 35 E
47	9 13 58	552.78	88.81	24.78	88.27	S 82 58 45 E
48	28 08 30	184.88	103.84	54.82	102.88	S 88 28 37 E
49	41 25 46	184.88	111.71	58.41	108.88	S 48 43 27 E
50	7 58 05	108.88	88.84	44.38	88.88	S 82 58 33 W
51	8 25 54	108.88	38.88	18.82	38.88	S 47 48 38 W
52	70 05 08	120.40	118.81	82.84	112.88	S 73 13 48 E
53	81 07 88	180.48	78.87	38.38	78.88	N 88 88 17 W

CONDITIONAL APPROVAL
PRE-SELLING PERMITTED
UNDER BONDING & SURETY PROVISIONS

[signature]
for CLERK, CHARLESTON COUNTY COUNCIL

[signature]
DIRECTOR OF PLANNING
CHARLESTON COUNTY PLANNING BOARD

11576-A
APPLICATION #

AUG 31, 1995
DATE

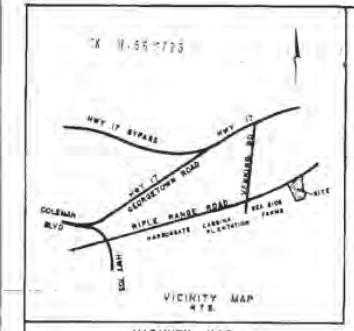
(CHART 4444)

LINE TABLES & CURVE TABLES
FOR
CROWN POINT SUBDIVISION

SOUTH CAROLINA
PROFESSIONAL ENGINEER
No. 9478
KEITH N. RUDDY

SHEET 4 OF 4

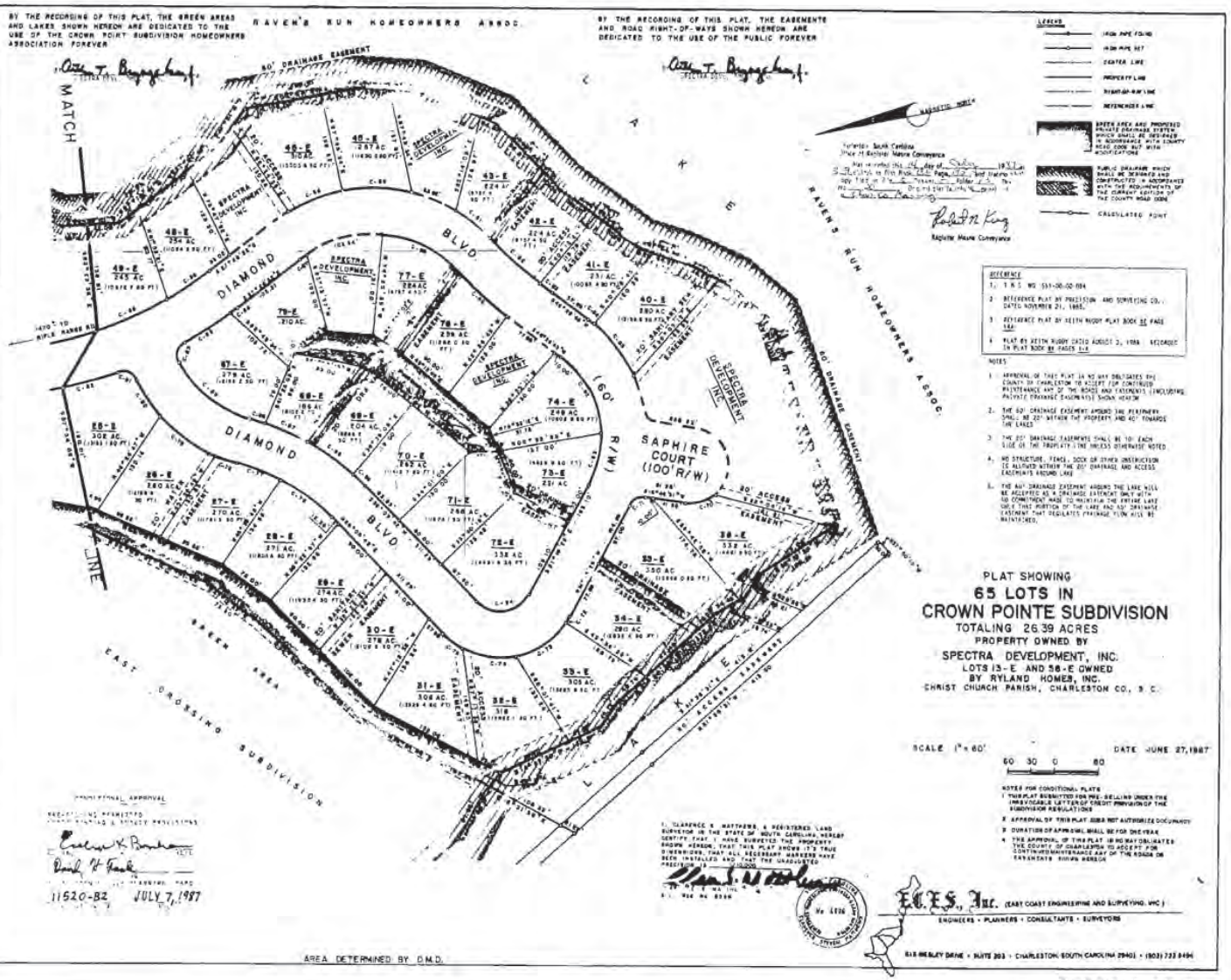
BK4



VICINITY MAP
NTS

CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	21-16-48	483.39	180.17	91.08	179.10	S 23-49-24 E
C2	107-47-36	492.79	671.08	417.53	577.53	S 29-32-54 E
C3	20-06-12	214.80	75.39	38.08	75.00	S 23-31-21 E
C4	34-21-01	214.80	81.33	46.38	80.12	S 51-38-12 W
C5	15-27-12	214.80	57.92	29.18	57.75	S 68-23-18 W
C6	01-46-52	648.91	18.07	09.10	18.00	S 52-31-08 W
C7	01-46-52	648.91	20.53	10.27	20.53	S 51-23-12 W
C8	02-07-56	292.95	7.58	3.79	7.58	S 47-58-13 W
C9	25-47-22	190.95	83.79	42.80	83.08	S 62-15-23 W
C10	48-32-24	80.00	42.56	22.84	41.30	N 06-29-27 W
C11	70-35-00	80.00	98.46	59.03	92.37	N 18-11-59 W
C12	03-34-15	193.38	10.32	05.12	10.31	N 48-30-11 W
C13	44-20-03	103.38	79.88	42.13	78.00	N 22-11-12 W
C14	90-10-27	102.38	72.40	37.80	71.00	N 68-10-12 E
C15	17-21-08	103.38	31.30	15.77	31.18	N 17-04-38 E
C16	17-55-25	785.83	92.23	41.93	92.83	N 67-11-58 E
C17	12-01-33	264.84	55.53	30.42	50.46	N 33-43-27 E
C18	08-14-44	207.84	30.04	15.05	30.00	N 28-16-05 E
C19	24-39-47	207.84	90.13	46.06	89.00	N 45-57-22 E
C20	13-17-13	207.84	55.16	27.73	55.01	N 58-23-21 E

CURVE NO.	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	82-36-48	20.00	28.84	17.58	26.41	N 32-25-02 E
C2	107-44-48	664.78	13.06	17.59	13.00	N 63-58-58 W
C3	88-08-12	20.00	30.12	18.93	28.27	N 43-15-47 W
C4	201-44-00	153.78	69.21	34.72	69.21	S 27-36-43 E
C5	20-14-36	153.78	32.00	13.00	3.05	N 36-19-13 W
C6	03-42-36	164.80	10.00	13.00	5.00	N 39-10-00 W
C7	41-20-48	164.80	117.32	68.33	109.35	S 33-24-00 W
C8	27-25-25	188.53	88.84	44.38	88.38	S 83-29-22 W
C9	21-58-08	130.95	118.31	67.24	117.60	S 73-00-48 W
C10	21-01-36	130.95	70.87	38.23	70.00	N 68-30-17 W
C11	227-28-12	42.26	61.54	68.15	49.93	S 82-25-37 E
C12	03-53-48	181.84	22.00	11.01	22.00	N 56-13-54 E
C13	22-5-48	184.84	71.65	36.73	71.00	N 79-33-03 E
C14	13-23-33	184.84	85.89	43.13	85.90	N 74-06-48 E
C15	03-51-11	125.84	84.44	42.45	82.84	N 27-41-13 E
C16	84-38-48	161.84	238.48	82.18	217.13	S 84-30-48 E



REAL PROPERTY RECORD

CHARLESTON COUNTY, S. C.

1.	T. M. No. 561 — 05 — 00 LOT 145	GEOGRAPHICAL AREA ~~ANEXDAW~~ TOWN OF MT. PLEASANT					TAX DISTRICT NO. 2-1	
2.	TITLE OF OWNERSHIP	DATE OF MO. DAY YR.	DEED BOOK	DEED PAGE	$ INDICATED PURCHASE PRICE	CODE	MAILING ADDRESS:	
3.	YAUPON PLANTATION INVESTORS, A PARTNERSHIP (1)	3-5-76	W108	247				
4.	R.A.C. ENTERPRISES, INC.		L140	746			PO BOX 663, MT PLEASANT SC 29464	
5.	EAST CROSSING-CROWN POINTE ASSOCIATION INC.	5-4-00	Y346	120			" " " "	
6.	EAST CROSSING-CROWN POINT ASSOCIATION, INC.	12-28-01	C392	756			2023 Sprucewood Ct. Mt.Pl. 29464	
7.							1490 Diamond Blvd. Mt.Pl. 29464	
8.								
9.								

10. PROPERTY LOCATION: East Crossing Pard — SUBDIVISION: EAST CROSSING

11.	Lot	Block	Tract No.	Parcel No.	Other GREEN AREAS AND LAKES
12.	ACREAGE: High Land 10.14	Marsh Land & Lakes —	Total Acres 10.14	ACREAGE TAKEN FROM:	DEED ( ), PLAT (✓), COMPUTATIONS ( )
13.	MEASUREMENTS: Road Frontage	X	X	X	X X X X
14.	PLATS RECORDED IN: BK-1, V156-396, BK-2, V156-397, BK-3, V156-398, BM-52, U162-3 DC-587				COPY OF CURRENT PLAT IN TAX MAP WORK SHEET FOLDER ✓
15.					

16.	YEAR ASSESSMENT FOR:	1986								
17.	LAND ASSESSMENT $		COMPUTERIZED			COMPUTERIZED			CHECKED	
18.	BUILDING ASSESSMENT $		APR 21 1987			FEB 27 1991				
19.	TOTAL ASSESSMENT $	*	By PAE			BY: P. A. E.				X
20.	NUMBER OF BUILDINGS		3/29/88 PAE			8/21/91 PAE				
21.	TOTAL APPRAISED VALUE $		1/30/91 PAE							

22.	BUILDING PERMIT ISSUING AUTHORITY	PERMIT NUMBER	DATE OF MO. DAY YR.	DESCRIPTION OF WORK	$ ESTIMATED COST AS TAKEN FROM PERMIT	1960-68 TAX MAP CODE
23.						

385

LINE# 19-Separated from 561-01-00-094 per Plat BK-2 for 1987. Previously assessed in 98.36 acs., High. jwc 3-11-87

LINE #12--Prev. mapped as 9.9 ac. high, Green areas and Lake, Crown Pointe. Per plat BM-52, 0.33 ac. high is subd. for 1988; See TMS# 561-05-00-146 and 147. Also, plat BM-52 found the Lake area to have 0.89 ac. more than on the old plat BK-3. Now legal for this card is 10.46 ac. high, Green areas and Lake, East Crossing. 3-22-88 sb

LINE #12--Prev. mapped as 10.46 ac. high, Green Areas and Lake, East Crossing. Per deed N198-371 from RAC Enterprises, Inc. to the South Carolina Department of Highways and Public Transportation, 0.31 ac. high is subd. from this card for SCHD Docket No. 10.862 for 1991. Now legal for this card is 10.15 ac. high, Green Areas and Lake, East Crossing. 1-11-91 sw

LINE #1--Tax district changed from Awendaw 1-3 to Town of Mt. Pleasant 2-1, per Annexation dated Sept. 11th, 1990, for tax year 1991. 2-20-91 sw

LINE #4--Per mapping, the deed ref changed from T130-205 to L140-746. 8-15-91 ds

LINE #1-- Prev. mapped as 10.15 ac. hi. by plat DC-587 portion separated and added to parcel 561-05-00-049 for 2001. New ac. is now 10.14 ac. hi. East Crossing. sp 2-23-01

LINE #1-- Deed T398-815 East Crossing Crown Pointe Association Inc conveys a int. to Crown Pointe Association INC 3-12-02 LRD

LINE#1-- See Quit Claim Deed H394-186 from East Crossing -Crown Point Association, Inc. to East Crossing Association, Inc. for Lake and green area in East Crossing subd.Also see Deed H391-181 from East Crossing-Crown Pointe Association, inc. to Crown Pointe Association Inc for Lake and Green Area. 5-22-02 lbs

CHARLESTON COUNTY
Auditor
Peter Tecklenburg

- MAIN MENU
- EXIT

Return To Sales History

Parcel Id (TMS) : 5610500145

Plat Comments

Plat Number : DC-587
No Comments Present
Plat Number : BM-52
No Comments Present
Plat Number : BK-3
No Comments Present
Plat Number : BK-2
No Comments Present

387

Basic deed transfer information is complete back to 1991.

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CHARLESTON COUNTY
Auditor
Peter Tecklenburg

- MAIN MENU
- EXIT

Return To Sales History

Parcel Id (TMS) : 5610500145

Owner Comments

DEED BOOK: C392-756
No Comments Present
DEED BOOK: Y346-120
No Comments Present

388

Basic deed transfer information is complete back to 1991.

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90452

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough

RECEIVED
AUG 02 2019
SC Court of Appeals

Case No. 2017-CP-10-00473

Raven's Run Homeowners Association, Inc., ...Appellants,

v.

Crown Pointe Association, Inc. .....Respondent.

NOTICE OF APPEAL

Raven's Run Homeowners Association, Inc. appeal the Order of the Honorable Mikell R. Scarborough, a copy of which is attached hereto, dated October 31, 2018 and, which the Appellants received written notice of on November 19, 2018 and the Order Upon Motion for Reconsideration of the Honorable Mikell R. Scarborough, a copy of which is attached hereto, dated July 9, 2019 and, which the Appellants received written notice of on July 15, 2019.

Mt. Pleasant, South Carolina
August 1, 2019

G. Hamlin O'Kelley, III
S.C. Bar No. 15491
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
(843) 856-4488
Attorneys for the Appellants

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough

Case No. 2017-CP-10-00473

RECEIVED
AUG 02 2019
SC Court of Appeals

Ravens Run Homeowners Association, Inc. ....., ...Appellants,

v.

Crown Pointe Association, Inc. .....,.....Respondent.

PROOF OF SERVICE

I certify that I have served the Appellant's Notice of Appeal by depositing a copy of same, postage prepaid, via overnight delivery, addressed to Harold A. Oberman, Esquire, 60 Markfield Dr., Suite 2, Charleston, SC 29407; Joseph K. Qualey, Esquire, 23 Broad Street, Charleston, SC 29401; Jeffrey T. Spell, Esquire, 1721 Ashley River Road, Charleston, SC 29407; and Edward K. Pritchard, Jr., Esquire, 1558 Ben Sawyer Blvd., Mt. Pleasant, SC 29464.

The Appellant received a copy of the Order on November 19, 2018 and received a copy of the Order Upon Motion for Reconsideration on July 15, 2019.

Mt. Pleasant, South Carolina
August 1, 2019

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(843) 856-4488
Attorneys for the Appellants

90509

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
AUG 08 2019
SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough

Case No. 2017-CP-10-00473

Katherine Kinlaw . . . . . Respondent-Appellant,

v.

Raven's Run Homeowners Association, Inc., ... Appellant-Respondent.

NOTICE OF APPEAL

Katherine Kinlaw appeals the Order of the Honorable Mikell R. Scarborough dated October 31, 2018 and the Order Upon Motion for Reconsideration of the Honorable Mikell R. Scarborough dated July 9, 2019. Respondent-Appellant received a notice of appeal from the Appellant-Respondent on August 5, 2019.

August 6, 2019

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Other Counsel of Record:

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Raven's Run Homeowners Association, Inc.

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(843) 452-3353
Attorney for Leila Johnson

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough

RECEIVED
AUG 08 2019
SC Court of Appeals

Case No. 2017-CP-10-00473

Katherine Kinlaw . . . . . Respondent-Appellant,

v.

Raven's Run Homeowners Association, Inc., ... Appellant-Respondent.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Raven's Run Homeowners Association, Inc. by depositing a copy of it in the United States Mail, postage prepaid, on August 6, 2019, addressed to his attorney of record, G. Hamlin O'Kelley, III, 652 Coleman Boulevard, Suite 200, Mt. Pleasant, South Carolina 29464

August 6, 2019

Harold A. Oberman
SC Bar No. 15254
Oberman & Oberman, LLC
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Charleston, SC 29407
(843) 577-7010
Attorney for Respondent-Appellant, Katherine Kinlaw

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

MIKELL R. SCARBOROUGH, Master in Equity

RECEIVED
SEP 05 2019
SC Court of Appeals

Case No. 2017-CP-10-00473

Appellate Case No. 2019-001289

Raven's Run Homeowners Association, Inc., Appellant/Respondent,

v.

Crown Pointe Association, Inc., Lois K. Novak as Trustee of the Lois K. Novak Living Trust dated 10/14/2013, Laurie T. Herron and Mark D. Herron; James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr., and Barbara Luby; Joshua D. Coonce; Lucius Roy Junevicus, Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Franklin Wooten, III, and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Springer a/k/a Shirly Deanna Springer, Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr. and Terry W. Graves; Mary Elizabeth Gladdedn; Philip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr. and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully; Defendants,

Of Whom James B. and Melissa F. Kubu and Leila June Johnson are the Respondents

And Katherine Kinlaw is the Respondent/Appellant.

AMENDED NOTICE OF APPEAL

Raven's Run Homeowners Association, Inc. appeals the Order of the Honorable Mikell R. Scarborough dated October 31, 2018, written notice of which was received by Appellant on November 19, 2018, and the Order of the Honorable Mikell R. Scarborough

Exhibit A - Proposed Amended Notice of Appeal

dated July 9, 2019, written notice of which was received by Appellant on July 15, 2019.

Copies of both orders are attached hereto.

August ___, 2019
Greenville, South Carolina

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Attorneys for Appellant/Respondent Raven's Run Homeowners Association, Inc.

Other Counsel of Record:

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Attorney for Respondents James and Melissa Kubu

Jeffrey T. Spell
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Charleston, SC 29407
Attorney for Respondent Leila June Johnson

RECEIVED
Jul 13 2020
SC Court of Appeals

CERTIFICATE OF SERVICE

I certify that I have served the foregoing **Amended Notice of Appeal** on Respondents and on Respondent/Appellant by depositing a copy of it in the United States Mail, postage prepaid on August _____, 2019, addressed to their counsel of record, as shown below:

Edward K. Pritchard, Jr.
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Counsel of Record for Respondent/Appellant Katherine Kinlaw

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Counsel of Record for Respondent Leila June Johnson

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

MIKELL R. SCARBOROUGH, Master in Equity

Appellate Case No. 2019-001289

Raven's Run Homeowners Association, Inc., ... Appellant/Respondent,

v.

Crown Pointe Association, Inc.; Lois K. Novak as Trustee of the Lois K. Novak Living Trust dated 10/14/2013; Laurie T. Herron and Mark D. Herron; James B. Kubu and Melissa F. Kubu; Leila June Johnson; Danny Ta and Anita McCauley; Robert E. Luby, Jr., and Barbara Luby; Joshua D. Coonce; Lucius Roy Junevicus; Katherine Kinlaw; Thomas K. Kuyk and Melissa Ward; Roland Franklin Wooten, III, and Teresa Key Wooten; Michael P. Horvath; Timothy E. Moylan and Karen G. Moylan; Carl A. Counasse and Maureen Counasse; David A. Frielinghaus and Holly C. Frielinghaus; Christopher S. Finley and Holly M. Finley; Shirley D. Spigner a/k/a Shirley Deanna Spigner; Deirdre C. Knight; Robert Shane Johnson; Eric R. Sigman; Lamar R. Graves, Jr., and Terry W. Graves; Mary Elizabeth Gladden; Philip Wallace and Naomi Grad; Thomas Edwin Davis and Luis Miguel Gonzalez Melchor; John R. Funkhouser and Jennifer L. Funkhouser; Gregory S. Cooper and Jane B. Cooper; Frank C. Jones, Jr., and Elise Ubele Jones; William P. Topping and Kris B. Topping; LaRhonda S. Ptichko; Kenneth L. Tully and Anna J. Tully; Defendants,

Of Whom James B. and Melissa F. Kubu, and
Leila June Johnson are the ..... Respondents

And Katherine Kinlaw is the ..... Respondent/Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and no additional material.

July 13, 2020

s/*Kirsten E. Small*

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